# CERTIFIED
# BARGAINING AGREEMENT
# 2026-2027

## Los Alamos Public Schools

and

## Los Alamos Federation of School Employees

LAFSE

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## Article I – Agreement

This agreement is between the two parties, Los Alamos Public Schools, a public employer, hereafter known as the "Board," and the Los Alamos Federation of School Employees, a certified employee organization, hereafter referred to as the "Federation."

The terms of this contract shall be binding upon the Board, the Federation, and all the personnel that the Federation represents.

## Article II – Preamble

The Board and the Federation are committed to providing a high-quality educational experience for the students of the Los Alamos Public Schools. The Board and the federation enter into the following agreements believing that positive professional conditions are an essential component in creating a productive learning and teaching environment. Good morale within the teaching staff and a collegial environment are critical to the achievement of that goal.

The Board and the Federation enter into the following agreements believing that they will help to provide the best attainable professional conditions for the staff of the Los Alamos Public Schools. The Federation and the Board affirm their belief that Los Alamos Public Schools should be guided by an informed Board and an actively involved professional staff and community.

The Federation and the Board understand and agree that a quality school system depends upon the free flow of ideas. Certified employees' opinions will be considered on matters that affect the system and its

programs. All parties to this agreement are committed to the promotion of the public interest by assuring the orderly operation and functioning of a quality educational program for the district's students and citizens. It is hoped that this ongoing quest for excellence will continue to be maintained. Given the importance of collective bargaining agreement and its overall impact on the education of children, the District will devote the time and resources necessary to secure a contract that is responsive to the students' immediate and long-term interests.

# Article III – Recognition

The Federation is recognized as the exclusive bargaining agent for the non-supervisory certified personnel of the district, including but not limited to: teachers, athletic trainer, counselor, diagnostician, educational technologist, energy education manager, librarian, nurse, prevention specialist, program coordinator, psychologist, ROTC instructor, social worker, speech language pathologist, occupational therapist, physical therapist, vision specialist and other District employees excluding substitutes and all classified staff, licensed or not, in negotiations with the Board or its representatives on question of wages, hours, and conditions of employment.

# Article IV – General Provisions

## A. Definitions

1. *Certified employees***:** all certified bargaining unit members as defined in Article III, Recognition.
2. *Tenured certified employees*: all certified employees who have received and signed their third consecutive contract or letter or intent with Los Alamos Public Schools, whichever occurs first.
3. *Non-tenured certified employees*: all certified employees who have not received and signed their third consecutive contract or letter of intent with Los Alamos Public Schools, whichever occurs first.
4. *Supervisor:*An administrator who can evaluate other employees and has the authority to discipline or recommend disciplinary action.
5. *Rolling calendar:* a rolling (4) four-week calendar average means the first four (4) work weeks of the contract year, rolling forward one week at a time beginning with the fifth ($5^{th}$) week, to include the three (3) prior work weeks.

## B. Agreement Control

1. This agreement will be implemented in accordance with the Constitution and laws of the United States and the state of New Mexico.
2. In case of any conflict between the provisions of this agreement and any Board or Federation policy, practice, or procedure, the provisions of the agreement shall control for the period of this agreement.
3. This agreement may be modified only through a written negotiated agreement between the parties.
4. Unless otherwise specifically stated herein, the provisions of this Agreement shall be applied equally to all certified employees.
5. If any part of this Agreement is held invalid, the remainder or its application to other situations or persons shall not be affected.

### C. Negotiation Procedure

1. Both parties agree to meet at reasonable times and places to negotiate in good faith in an effort to reach agreement on wages, hours, and other terms and conditions of employment.
2. The Superintendent shall honor all reasonable requests for statistics and data relative to the local district.
3. Negotiations shall proceed according to ground rules agreed to by both parties.

### D. Consultations

The Board recognizes the professional standing and the expertise that certified employees offer the District. The ideas and opinions of certified employees are of significant value in improving the quality of education in the Los Alamos Public School System and maintaining excellence. Certified employees shall be called upon to provide a consultative role in areas including, but not limited to the following:

a. Definition and development of educational objectives
b. Definition and development of courses and curriculum
c. Selection of textbook and educational materials
d. Team leadership and site committees

## Article V – Professional Responsibilities

### A. Work Year

1. The work year for all certified employees shall consist of a minimum of 188 days. Of these, a minimum of 180 days will be instructional days. Any work days above the minimum will be paid at the employee's daily rate. The equivalent of two (2) full day(s) at the beginning of the year and one (1) full day at the beginning of the second semester will consist of uninterrupted preparation/ planning time with no scheduled meetings for each employee.
2. All certified employees who contract work to work extra days at their regular assignment, will be compensated at their daily contract rate.
3. The following unpaid holidays and extended unpaid breaks shall be observed: a two-week winter break, a one-week spring break, one-week fall break, one-week thanksgiving, and all LANL holidays.
4. Parent-teacher conferences and minimal contact days may be scheduled annually within the workday.

### B. Work Day

1. The full-time certified employee's normal workday shall be a continuous 8 hours including lunch. The parties recognize that the certified employee's professional responsibilities, including preparation, parent conferences, student evaluation, staff development and staff meetings may necessitate work beyond the normal workday. The parties shall work to resolve any allegations that these professional responsibilities are either not being performed by a certified employee or are being excessively required by an administrator.
2. Certified employees shall not normally be required to notify the principal of their arrival or departure from the school. Certified employees are expected to be on site during prep periods. However, certified employees who leave the site because of unusual circumstances during a prep period will be expected to notify the office through a process to be determined at each site.
3. Lengthening of the day by the site supervisor for a staff meeting shall normally not exceed two hours for any individual certified employee in any twenty-day reporting

period. Except in cases of emergency, as defined by the principal, certified employees shall receive a minimum of 24-hour notice prior to the meeting. When a meeting is called with less than a (5) days' notice, a certified employee with a pre-existing commitment will not be required to take leave for missing the meeting. The site supervisor will make an agenda for the meeting prior to the meeting.

4. Certified employees may be required to supervise students for, normally, no more than 15 minutes before or after the student's instructional day.
5. Each certified employee, employed four or more hours per day, shall be entitled to a duty-free uninterrupted lunch period for a minimum of 30 minutes which may be taken on or off the school grounds at the certified employee's discretion.
6. Attendance at school activities before or after the workday is normally voluntary for certified employees, although variations in expectations may be collaboratively determined due to individual site needs. However, certified employees will be expected to attend one open house.
7. Travel time for certified employees who work in more than one teaching location in any one day shall be counted as part of the workday. When the certified employee travels from one location to another at midday, the certified employee shall receive travel time in addition to the lunch period. Extra duty requirements may be reduced by the site administrator in proportion to travel time.
8. All certified employees employed for a 1.0 FTE will have a minimum of 300 minutes per week averaged over a four-week period of professional preparation time. Professional Preparation Time will be in a minimum of 30-minute blocks of duty-free time provided that time is used for professional responsibilities. Determining the use of this time will be at the sole discretion of the teacher provided the time is used for professional responsibilities. This time will be provided during the regular work day. During a shortened week, the preparation time will be reduced on a prorated basis. In months with three or more scheduled early release days, the District will provide one (1) of the days for professional preparation time. Determining the use of this time will be at the sole discretion of the teacher, provided the time is used at the employee's worksite for professional responsibilities.
9. Middle and high school certified employees shall be assigned no more than five classes per day or block cycle for a 1.0 FTE contract.
10. If the District determines that it is in the best interest of the school district to modify work schedules or class assignments of its employees due to serious financial considerations and/or significant programmatic changes, it shall meet and confer with the Federation as to such modifications for a period of no more than thirty (30) workdays. Such meet and confer discussions will occur during the school year. The District and Federation shall use the meet and confer process in a collaborative fashion to serve the needs of the District's students. Mediation may be utilized during such thirty (30) workdays meet and confer period if mutually agreed by the parties. If no agreement is reached on such modifications, the District shall be entitled to implement the modified schedule or assignments. The District's decision shall not be subject to grievance or impasse resolution procedures. The District may not implement a modified work schedule or class assignment schedule that exceeds maximum workloads under state law or result in violation of other terms of this article.
11. When a need arises, certified employees may contract to teach an additional period(s), provided the choice is made voluntarily and is compensated proportionally. Such determination will be made between the Administration and the certified employee and

shall not be construed as a promise of continuation of extra class assignments for the following school year. These additional assignments will be posted internally in accordance with District practice. Certified employees who are interested in the additional assignments are responsible for notifying the site supervisor. The Administration will determine the class assignments necessary and will first discuss assignments with educators that hold the proper NMPED licensure qualifications to instruct the additional class assignments. Should an educator with the proper licensure qualifications be unavailable to accept the additional class assignments, Administration will open the opportunity to all educators at the school site.

12. Part-time certified employee's workday responsibilities shall be proportional to their contract, to be determined with their site administrator.
13. Certified employees may voluntarily cover a reasonable and equitable number of classes during their prep time or lunchtime by obtaining prior approval from, or through a request of the building administrator up to a maximum of 40 hours per contracted year. In exchange, the certified employee may choose to be paid at their hourly rate OR earn "flexible schedule time".
    i) Employees choosing to be paid will see the pay reflected on the pay cycle in which the work during prep or lunch was recorded. The certified employee will clock in and out for the time covered in the District's time keeping system under the appropriate code.
    ii) Employees choosing to receive flexible schedule time will record their hours on a flexible schedule time log kept at the site. Any flexible schedule time not used by the cutoff for the first check in December, or the cutoff for the last check in May will be paid at the certified employee's hourly rate. Flexible schedule time may not be used on:
        (1) The day before or after Spring Break
        (2) The day before or after Winter Break
        (3) The day before or after Thanksgiving Break or
        (4) During student contact time in the last week of each semester.
14. Special Education Case Managers shall receive two (2) days of Professional Leave per semester to perform case manager duties. Permission for the certified employee to be located off campus while taking this leave may be granted at the discretion of the site administrator. If a special education case manager receives less than satisfactory on an evaluation or has a formally documented history of less than satisfactory performance, the site administrator can require them to work on site. This time shall be classified as "Professional Leave" in the district's approved timekeeping system. Case Managers will give at least 5 days prior notice when requesting the professional leave, which must be requested through the district's timekeeping system and is subject to administrator approval. Such Professional Development Leave must be used in non-consecutive full day increments and may not be used the day before or the day after a holiday. Such Professional Development leave does not accrue from semester to semester and is not reflected in an employee's leave totals.

## C. Professional Standards

1. Certified employees shall meet State Board of Education qualifications and maintain New Mexico Licensure.
2. Certified employees are expected to provide a variety of meaningful and challenging activities for students and to assign a reasonable amount of homework, as collaboratively

determined at the site, in classes that need this reinforcement and as consistent with District curriculum goals.

3. Certified employees are expected to implement necessary procedures to effect continuity and articulation of the curriculum and expectations between grade levels and to assist students in making the transitions between elementary, middle, and high schools. The District will support teachers pursuing professional development activities to this end such as working with staff at other sites to share ideas and coordinate content and skills training.
4. Certified employees retain all political rights, including the right to express their personal opinions objectively on issues of public concern, to wear political symbols, such as campaign buttons, and to affix stickers to their personal property. No district paid time, facility, materials, supplies, or equipment shall be used for partisan political purposes. Certified employees assume full political and citizenship responsibilities but refrain from exploiting the institutional privileges of our professional positions to promote political candidates or partisan activities (NMAC 6.60.9.8 B (5) CODE OF ETHICS).

### D. Class Size

1. State mandated class size limits may be exceeded only when waivers have been granted by the state.

### E. Curriculum and Instruction

1. All instruction shall be consistent with the District curriculum.
2. A certified employee may introduce political, religious, or other material provided the said material is relevant to the course's description and within the scope of the curriculum and Board policy.
3. Certified employees shall be allowed to exercise their professional judgment within the parameters established by Board policies and in accordance with state teaching competencies to determine which instructional methodologies and supplementary resources will be most appropriate and effective for the students placed under their academic supervision.

## Article VI – Working Conditions

### A. Nondiscrimination

1. The Los Alamos Public Schools shall not discriminate in any of its policies, procedures, or practices on the bases of race, color, national origin, religion, sex, sexual orientation, age, disability, veteran status, gender identification, or political affiliation.

### B. Work Space, facilities

1. Each certified employee will be provided with a desk, file cabinet, and lockable space for personal belongings. Telephones with reasonable access and sufficient privacy for personal calls will be available to certified employees.
2. Certified employees will be provided with reasonable supplies and equipment to fulfill their assigned responsibilities.

### C. Staff Development

1. Staff development will be relevant to the professional needs associated with the position held and/or school wide efforts. The President of the Federation and the Superintendent, or their respective designees, shall participate in quarterly discussions regarding the development needs of the bargaining unit. Topics for the staff development will be chosen through a process that includes staff recommendations.

2. Certified employees will participate in staff development within the workday and constraints delineated in Article V-B.

### D. Student Discipline

1. In order to provide schools that are safe, orderly, and drug free, all school sites will have collaboratively developed clear discipline codes with fair and consistently enforced consequences for misbehavior.
2. The expectations that all discipline codes and consequences apply to all students will be communicated annually to all parents through annual distributions of disciplinary policies and regulations. The language should be interpreted in a manner consistent with all regulations concerning students with disabilities.

### E. Health and Safety

1. The board will provide healthy and safe working conditions that align with current federal and state health, safety and environmental laws for all certified employees.
2. Certified employees will report all hazardous or potentially hazardous conditions to their immediate supervisor.
3. A certified employee has the right to refuse to obey an unreasonable order. An unreasonable order is one which would place the certified employee, another employee, or student, in serious physical danger, or which is in violation of the law. Such refusal will not be interpreted as insubordination or lead to a negative performance evaluation.
4. Any certified employee who reports hazardous or potentially hazardous conditions following the chain of command will not suffer retaliation, retribution or discrimination of any kind as a result of the reporting.
5. When an administrator becomes aware of a credible threat, they shall report the threat to the district office and to any employees or staff members that are specifically named in the threat. The administrator shall conduct an investigation of the threat in accordance with District established procedures. While the threat assessment is in progress, the site administrator and relevant district office administrator(s) will develop a plan to protect the employee or staff member specifically named in the threat.

### F. Damage / Loss of Property

1. The Board will reimburse certified employees against loss or damage to personal property used in the course of employment arising from fire, theft, or willful damage—not to exceed the amount payable for these losses by the District's insurance carrier on any one occurrence. Personal property utilized in the course of employment must be registered in the employee's immediate supervisor's office to be covered as described. The supervisor may refuse to register the personal property based on its value and utility to the education process.

## Article VII – Compensation

### A. Salary Schedule Provisions

1. Current placement on the salary schedule at the ratification to this agreement will be recognized. Certified employees are placed on the salary schedule according to the union and administration approved salary schedules. Up to two years of military or State Department of Education approved volunteer service will be credited toward placement on the salary schedule. Certified employees will receive one year of experience on the salary for each year of District or approved out-of-district experience. Ninety-one

consecutive days of applicable experience in the same assignment is equal to one full step for hiring purposes in accordance with State Department of Education funding.

2. Deviations from salary schedule placement will be based only on criteria defined by this Agreement.
3. Certified employees expecting salary advancement due to degrees or advanced preparation at any time in the succeeding school year are requested to notify the Office of Human Resources by February 1, for planning purposes only. In accordance with NMPED guidelines, salary adjustments for education or experience of certified employees will not occur after October 1.
4. Continuing employees will have all course work approved by the Director of Human Resources in accordance with the State Department of Education in advance of registration. Advancement will be granted within the current New Mexico Public Education Licensure Guideline.
5. A certified employee who is requested by an Administrator to assume administrative duties and responsibilities in the site administrator's absence shall do so on a voluntary basis with flex time provided equal to the time used while fulfilling administrative responsibilities during non-student contact time unless a stipend or other compensation has otherwise been agreed upon for the performance of these duties and responsibilities.
6. Certified employees who are required to use their automobile for assignment to more than one site per day will be reimbursed in accordance with the School Board Policies.

## B. Pay Schedules

1. Except in extreme circumstances, the District will require direct electronic deposit of the employee's net paycheck. Deposits will be made on the 15th and 30th of each month. When the 15th or 30th falls during a weekend or holiday, deposits will be made on the last workday preceding the weekend or holiday. All certified employees will be paid 24 checks, each 1/24th of the contract amount beginning with the August 15th th installment.
2. The three residual checks will be paid on June 15th.
3. Payment for all contracted service $2,000 or less, in addition to teaching contracts, will be made in one payment on the payday after the first payroll cutoff date following the completion of the contracted service, subject to timely receipt of required paperwork, and be distributed over the length of the contract.

## C. Insurance Program

1. The Board will make available to all qualified employees (.4 FTE or more) insurance programs as per NMPSIA guidelines and premiums deducted from their paychecks.
2. Married couples who are both employed by the Los Alamos Public Schools will not be required to carry dual coverage. Employees may choose who will carry the primary coverage.
3. Effective July 1, 2026, all LAPS employees will have an 80/20 premium split. The district will pay 80% of the premium and the employee will be responsible for 20%.

## D. Enrollment and Renewal of Insurance

1. All qualified certified employees may enroll in any of the District's insurance programs for which they are eligible, within 31 days from the effective date of their employment, change in marital status, or change in job status of the employee's spouse (termination, retirement, or resignation) provided the spouse was covered by insurance. Coverage will begin the first day of the month following the first full month premium payment. The

District will not unilaterally modify the enrollment status of a certified employee unless a modification is mandated by changes in overall coverage or carriers.

2. The District Administration will announce open enrollment as determined by NMPSIA. During this period, certified employees may change enrollment in any benefit options where open enrollment is occurring, including life insurance subject to current insurance company's regulations.
3. Prior to the open enrollment period all certified employees will receive a summary of all benefits, coverage dates, and payroll deduction plans offered by the District. The summary will include a brief description of each plan and associated cost.
4. Certified employees may change benefit options through signature on forms provided by the District during the open enrollment period. If no change requests are made a continuation of the current benefits will remain.

## E. Insurance on Leave and Termination

1. Qualified certified employees on any approved leave, other than a medical leave of absence, may continue their group insurance coverage at the established group rate by payment of the full premium on the first weekday of each month. Certified employees may choose to continue their medical and dental insurance through COBRA. The certified employee must contact the District before leave begins to be eligible for continuing insurance coverage. Failure to make payment will cause termination of coverage.
2. Qualified certified employees leaving the District at the completion of the contracted school year shall be covered through the last day of August of the next school year, provided premium deductions have been made. Deductions will cease for certified employees who terminate during the school year with coverage ending on the last day of the month of termination.

## F. Other Benefits

1. Certified employees shall have the option once every quarter to choose to have the District provide a membership in the Los Alamos Family YMCA, subject to district agreement with Los Alamos Family YMCA. Certified employees may choose at that time to decline or end membership. Employees are responsible for the payment of any income tax. For the value of the benefit under federal law.
2. Certified employees have the option to participate in tax-sheltered annuity plans through voluntary deductions as provided for under federal law. The Board will provide payroll deductions for this purpose upon authorization by the certified employee to any plan where a minimum of five employees are participating. Tax sheltered annuity money will be remitted promptly in accordance with federal law to the appropriate companies in the amount of the annuity deduction and the certified employee shall hold the Board harmless against any and all liability for deductions requested by the certified employee in violation of the law.
3. Automatic payroll deductions will be made, if elected, to one financial institution which offers such services free of charge to the District and where a minimum of five employees participate.

## G. Travel Funds

1. Decisions on the use of building travel funds will be made collaboratively at each site, consistent with the authorized purposes and use of such funds and budgetary restrictions.

### H. Room Transfer

1. Any certified employee who requires a room transfer within the District, either voluntarily or involuntarily, will have their transfer completed through a request to facilities. The request shall be completed in a timely manner, so as not to disrupt the certified employee's educational structure.

### I. Stipends

1. Each principal shall provide to the certified employees assigned to the Principal's work site an electronic list of all stipend positions and amounts projected for the following school year. Certified employees who are interested in these positions are responsible for notifying the site Administrators.

## Article VIII – Absences

### A. Leaves

Leave with pay will be made available to all certified employees, proportionally to the certified employee's FTE, at the rate of fourteen (14) days per contract year, credited to the certified employee's leave account at the first pay period of the contract. A certified employee who does not complete the contract will have his/her leave prorated for time of service. For periods of leave due to illness in excess of three consecutive working days, the district administration may require a physician's statement. Days used for illness must be noted in the district's approved timekeeping system to facilitate decisions on future leave requests. An employee who utilizes leave shall provide the supervisor with as much advance notice as possible. If there are no substitutes available and educational assistants have been utilized, leave requests for other than the employee's personal or family's illness or emergency can be denied. An employee who provided prior leave notice shall not be denied leave because substitutes are not available. An employee who utilizes this leave shall provide the supervisor with as much advance notice as possible. If there are no substitutes available and instructional assistants have been utilized, leave requests for other than the employee's:

- Personal illness or emergency
- Family's illness or emergency
- Significant relationship's illness or emergency

can be denied. An employee who provided prior leave notice shall not be denied leave because substitutes are not available.

1. Leave, other than for illness or family emergency, may not be used both the day before and the day after the same holiday. For days immediately before or after holidays, the site administrator will approve such requests if substitutes are available and unless the absence would cause 15% or more of the staff in a site or 25% or more of a department or grade level to be absent. If a site, grade level, or department consists of fewer than four certified employees, the site supervisor will make the decision regarding how many staff members can be out on leave at the same time. The site administrator will acknowledge a request no later than the end of the fifth working day, not counting the day on which the request is received.

   Certified employees may use up to 5 consecutive days of leave for leisure or non-emergency purposes if:

   - it is approved by their site administrator,
   - the employee has not had any formal verbal or written warnings related to attendance issues in the prior three years,

- the employee gives at least 30 days' notice,
- the employee has not used in excess of three consecutive days of leave in the current school year for any reason other than the employee's personal or family's illness or emergency,
- and planning and preparation requirements from the administrator are met.

Attendance issues can also be defined as, but are not limited to, chronic tardiness, prematurely ending the workday, and failing to provide a requested medical note.

2. Accumulated leave days from previous years may only be used once the current year's leave is exhausted, and only under the following circumstances
   (a) for employee's personal illness,
   (b) or for family or significant relationship emergencies, up to 5 days per school year. (Family is defined as the employee's spouse, child, parents, grandparents, grandchildren, and siblings.)
   (c) or in accordance with FMLA guidelines,
   (d) or for the loss of a family member,
   (e) or for religious observances up to 2 days per school year.
   (f) or for significant reasons not listed above, up to two days per school year, with the approval of the site administrator and the superintendent or designee.

   Documentation may be requested for any use of accumulated leave.
3. The District shall comply with New Mexico and federal laws providing worker's compensation insurance for all employees. Certified employees may combine leave with worker's compensation benefits as follows:
   (a) Certified employees injured on-the-job may receive payment from available leave until the date of eligibility to receive worker's compensation benefits has been established.
   (b) Certified employees may elect to use leave to supplement the worker's compensation benefits. The supplementation shall be limited to the amount necessary for the certified employee's compensation and the sick leave supplementation to equal the regular salary.
   (c) The certified employee's fringe benefits, with the exception of leaves, shall continue to accrue while covered by worker's compensation. The certified employee will be responsible for his/her portion of all non-regulated benefit options, which will be collected from the certified employees.
   (d) The District shall continue to pay its share of the certified employee's insurance premiums for policies that were in force at the time of the injury.

## B. Prior Year Licensed Leave Payout

Certified employees are eligible for payment upon voluntary separation or through a RIF process from the Los Alamos Public Schools under the following procedure:

1. Prior year licensed leave payout will be made on amounts accrued after a 70-day eligibility rate.
2. The maximum number of days that may be accrued to receive payout upon retirement or RIF is 140 days.
3. Payout will be 75% of the certified employee's daily salary rate at time of retirement on the number of eligible days over 70 but less than 140.

## C. Family Medical Leave

The District will comply with all current provisions of the Family Medical Leave Act (FMLA). Employees must utilize all licensed leave and prior year licensed leave available concurrent with the use of FML.

## D. Extended Leave Program (ELP)

The District's extended leave program allows salary and benefits to continue for members of the certified bargaining unit who are experiencing serious medical conditions, a need for extended bereavement, or need parental leave. The purpose of this program is for employees to extend their leave beyond the use of their benefits as necessary. The condition may be for the employee or for an immediate family member, as defined below. A serious medical condition is defined as "an injury, illness, or physical or mental condition that involves: inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider(§ 825.113,§ 825.114,§ 825.115):" Extended bereavement may be used to extend bereavement leave for up to 2 days. Parental leave may be used for the birth, adoption, or placement of a child. Documentation may be requested for the verification of the initial request, the verification of the extension of a request, and for returning to work. Failure to provide adequate supporting documentation may result in the denial of your extended leave request.

### 1. Definitions

Immediate family

- Spouse or domestic partner,
- Children (natural, step, adopted, and foster),
- Parents, grandparents,
- & grandchild or siblings (but only if the employee is the primary custodian and caregiver).

Parental Leave

- The birth of your own child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly placed child.
- May be used to heal from birthing, adoption procedures, and/or bonding with a new baby/child.

Elective surgery

- A surgery that is not deemed medically necessary or classified as an emergency.

Cosmetic surgery

- A surgery that is performed to enhance physical appearance.

Bereavement

- Leave taken to attend to the loss of an immediate family member.

Serious Medical Condition

- An illness, injury, impairment, physical, or medical condition that requires hospitalization or continuing treatment. Continuing treatment is classified as treatment needed for a chronic or long-term condition that leads to an incapacity or an inability to work.

Medically Necessary

- Treatment and health care services are medically necessary when they are used to cure, provide relief, or diagnose an illness or injury and are not used for convenience.

### 2. Eligibility

Regular employees who work 0.5 FTE or greater are eligible to elect to participate in the program if they have:

- completed the number of equivalent working days to the assigned contract year of employment at LAPS,
- a serious medical condition,
- made the required donation annually for that fiscal year (2 full days; 8-hour equivalency, regardless of contract FTE);
- exhausted their leave in all leave banks,
- exhausted all short-term and long-term disability leave benefits,
- and, no written record of disciplinary action for misuse of leave within the past (12) twelve months.

### 3. Conditions for Leave

- Debilitating illness, impairment, or physical/mental condition that involves continuing treatment.
- Chronic or long-term condition requiring high-intensity or high-frequency treatment; or
- Terminal illness
- Only one district employee may use the extended leave program at a time to provide care to the same immediate family member.
- Only one district employee may use the extended leave program for the same maternity/paternity event at a time.
- Intermittent absences due to extended leave conditions are allowed in (4) four or (8) eight-hour increments, such as in connection with chemotherapy, dialysis, or care for an immediate family member.
- Should an employee's bereavement extend past (5) five days for the loss of a family member, as defined above, and the employee has exhausted all leave in their bank, the employee can apply for a maximum of an additional (2) two days through this program.
- Have not been approved for extended leave benefits within one year prior to the new application date.

### 4. Exclusions from the Extended Leave Program:

- Elective surgery
- Cosmetic Surgery
- Minor ailments or medical conditions that do not lead to incapacity, do not require immediate medical attention, can resolve on their own, or are remedied through the use of over-the-counter medicine.
- Cold/flu

### 5. Funding of the Extended Leave Program

The extended leave program is funded by donations from participating members. Annual donations are made on the first month of the employee's contract. If an employee is hired mid-year or off-cycle and chooses to join the program, the (2) two days are deducted; however,

the employee is not vested until their full-year anniversary of hire. This does not preclude the employee from having the next two (2) deductions on the next contract issuance. Regardless of full-time equivalency (FTE) the employee is required to donate (2) two full days (8- hour equivalence) annually.

Quarterly donations, as outlined annually by the Administration, will be solicited, and can be made by members and non-members alike; however, donations made by non-members DO NOT grant them access to the program. Donations to the program are not refunded and are forfeited if the employee separates from the district for ANY reason.

Prior to the end of the fiscal year, Human Resources will notify all staff working 0.5 FTE or greater that donations will be automatically drawn to the employees unless the employee completes the extended leave plan opt-out process. If an employee opts out of the program, then the employee is not eligible for extended leave for the upcoming contract year. Employees who were previously on contract must wait until the next contract issuance to rejoin the program. Employees can participate if they have donated, as noted above, and meet all eligibility requirements, as outlined. Employees with less than one year of service can donate to the program, but are ineligible to apply for program benefits until they have met their one-year (1) anniversary hire date.

### 6. Requesting Extended Leave

To request benefits, an employee (or individual acting on the employee's behalf) must complete and apply using the Application for Extended Leave and submit it to the Human Resources Department. Human Resources will intake the application for initial review and verification. The application must include an estimate of hours of extended leave needed, generally not to exceed (3) three months (520) five hundred and twenty hours for full-time employees and prorated based on the employee's FTE. The district reserves the right to request periodic updates or other medical information as needed.

A committee, from Human Resources (1 Representative), Superintendent's Office (1 Representative), and LAFSE (2 Representatives), will determine the amount of extended leave approved. This committee will inform the employee's immediate supervisor of the employee's request, but not the nature of the illness or need.

### 7. Maximum Leave Coverage

- Maximum continuous extended leave will be 1,040 hours (130 days), prorated on the employee's FTE. Extended leave will terminate at the maximum hours reached.
- Maximum intermittent extended leave will be 520 hours, prorated based on the employees FTE.
- In no case will the combined use of continuous and intermittent leave exceed 1040 hours (130 days).

- Bereavement leave awards under this program will be capped at 2 working days. Bereavement leave payment shall not be awarded until the necessary documentation has been provided.
- Parental leave awards under this program will be capped at 40 working days. Parental leave may extend past 40 working days if it is deemed medically necessary by their healthcare provider.
- Extended leave awards will be given in maximum increments of 30 working days at a time. If there is a need for additional days, this will require an updated medical certification to be provided to the Human Resources Director & the extended leave committee. This medical certification should include an update on the medical condition and the number of additional days that are medically necessary for recovery.

### 8. Exhausted Extended Leave

Employees who have exhausted the maximum allowable extended leave will accrue up to an additional 160 hours towards their bank of available extended leave, per year of active service after exhaustion of the leave. The amount of additional accrual is prorated based on FTE, and this is separate from the employee's leave banks. The employee is only eligible for this extended leave plan if the employee's donations to the extended leave program continue on an annual basis.

### 9. Payment of Leave

The pay for the hours withdrawn from the extended leave program will be based on the employee's regular rate of pay. Existing payroll deductions, including benefit premiums, will continue to occur.

### 10. Appeals

The initial determination on whether a condition qualifies as extended, as defined, is made by the committee and noted in this plan. Should an employee choose to appeal, the request is submitted in writing to the Human Resources Department, and a meeting with committee members will be scheduled. All appeals should be submitted within 10 contract days of receipt of the final extended leave award decision.  All committee decisions are final.

### 11. Termination of Leave

Extended leave terminates when;

- An employee is separated from the District for any reason;
- Condition no longer qualifies as serious; or
- Maximum extended leave benefits have been exhausted.

If all maximum leave benefits have been exhausted and the employee is unable to return to work, employees should contact their immediate supervisor and Human Resources to discuss other options, such as leave without pay.

### 12. Return to Work

Employees on continuous or intermittent extended leave for incapacity, illness, or injury, must be cleared by their healthcare provider to return to work, with or without restrictions. Employees returning to work with accommodations must provide appropriate documentation to Human

Resources. If returning with limitations, the employee must have the healthcare provider outline the requested accommodations for the district to review and make reasonable accommodations based on current ADA regulations and healthcare recommendations.

### 13. Family Medical Leave

All leave received by an employee under this plan will count toward the employee's Family Medical Leave (FML) entitlement (if applicable) if the employee is eligible for FML. If extended leave is denied, an employee may still be eligible for FML (A). An employee enrolled in the third-party short-term and long-term disability program(s) should contact the LAPS Benefits Department for detailed information on the use of the plans. Extended leave plans will only supplement the portion that short-term and long-term disability do not cover.

### 14. Administration of the Extended Leave Program

Extended leave program hours awarded to applicants are charged to the District's extended leave bank and will include an amount sufficient to cover the District's share of the employee's health benefits premiums and other benefits. The employee receiving the donated leave will remain on "regular" status during this period.

Any unused or undistributed hours donated to the extended leave program will remain in the bank and roll over at the end of the fiscal year. Hours will not be returned to donating employees. Human Resources can provide information on the administration and use of the Extended Leave Plan.

### 15. Confidentiality

All information received on the extended leave program applications, healthcare provider statements, and any additional related information is confidential. The sole use of such information is to determine eligibility for the program.

## E. Leave Without Pay

1. A certified employee may request leave without pay after three (3) consecutive years of a minimum of half-time service to the district. The leave shall be for a maximum of one year. After returning from a leave without pay, an employee must have completed three consecutive years of employment before he/she may request another leave without pay.
2. A leave without pay may be requested for the following reasons:
    a. Advanced study
    b. To accompany a spouse on a temporary job assignment
    c. Military or volunteer service
    d. Parenting
    e. Serving an elected office
3. A leave without pay may not be used for the primary purpose of seeking or assuming other employment. The board has the authority to review each leave without pay currently in progress. If the Board determines that the leave without pay has been misrepresented or substantially changed, the Board may take such disciplinary action as deemed appropriate under the circumstances including, but not limited to, revocation of the leave or termination of employment.
4. Service credit and fringe benefits do not accrue during leaves without pay. Insurance benefits shall continue during a medical leave without pay for a period of one year with

the District paying its share of the premium. The certified employee must submit his/her share of the premium.

5. A written request for a leave without pay should be submitted to the Human Resources Department by February 1 of the year preceding the leave except in the case of extenuating circumstances. A certified employee on leave must give written notice of the intent to return or not to return to work by February 1 of the year of the leave.
6. Assignment to the same position held when the leave without pay was granted shall not be guaranteed, as reassignment shall be made by the Superintendent based upon the needs of the District. The certified employee may submit a written request to the Superintendent stating the certified employee's preferred reassignment. The Superintendent will consider the request. Where leave without pay has been taken by the certified employee for personal development relevant to his/her current position, a reasonable attempt will be made to place the certified employee in his/her previous position.
7. Should a reduction in force become necessary during the contract year, a certified employee on a leave without pay shall be subject to the same selection criteria as established by Article XI of this Agreement – Reduction in Force/ Recall.

### F. Military Leave

Certified employees who are called to active duty during the contract year in the United States armed forces shall be given fifteen (15) additional days leave with pay per federal fiscal year. All additional days the certified employee is absent from work will be leave without pay.

### G. Judicial Leave

Certified employees summoned for jury duty or subpoenaed to testify as a witness in a court case, to which the certified employee is not a party, will be granted leave with pay.

## Article IX – Evaluations

### A. Goals

1. The evaluation process shall be a positive and constructive tool for the purpose of continuing to improve certified employee effectiveness by emphasizing strengths and working constructively with weaknesses to enhance the individual's professional performance.
2. Evaluation of certified employees is the responsibility of the site administrator. Certified employees assigned to more than one school will have a primary evaluator. The supervisor will be determined by the District Administration. Input from the certified employee will be considered.

### B. Evaluation Cycles

1. Los Alamos Public Schools will conduct evaluations of all certified employees in accordance with current New Mexico Public Education and state of New Mexico specified standards and regulations.

### C. Professional Growth Plan

1. If a certified employee exhibits unsatisfactory work performance after informal remedial action has failed to correct the issue to the supervisor's satisfaction, the following procedure shall apply:
   The supervisor will discuss with the certified employee any unsatisfactory performance and the changes necessary to improve. At this time, work will cease on the Professional

Development Plan and the focus will be on the area or areas of concern. A Professional Growth Plan will be developed to include the following:

- Indicators of the unsatisfactory work performance
- The expected improvement
- A timeline developed to all for the improvement to occur
- Resources that will be provided to assist in the work performance

2. At the end of the timeline developed in the PGP, a meeting will be held between the supervisor and the certified employee to review the required work performance. If all goals have been met, the certified employee and the supervisor will sign and date the Professional Growth Plan and a copy will be given to the certified employee and the original will be placed in the employee's personnel file in the Human Resources office.
3. If, at the end of the timeline developed on the Professional Growth Plan, a certified employee has not demonstrated essential competency based on the expected improvement, the supervisor will make a written recommendation to the Director of Human Resources to initiate a meeting with the certified employee to discuss possible employment consequences including, but not limited to disciplinary action such as termination.

## D. No Grievance

The content of any evaluation is not open for grievance. Only procedural errors and inaccurate statements are subject to the grievance procedure. In every evaluation a rating of "Not Demonstrating," will be given when the certified employee is not demonstrating minimum professional competencies after the district has complied fully with all provisions in article IX.

## E. Personnel File Procedure

1. The District shall maintain personnel information in accordance with the Records Retention Act. The following types of information will be collected and maintained by the District:
    a. Applications and resume
    b. Education and training
    c. Experience and verification of employment
    d. Payroll
    e. Insurance
    f. Performance
    g. Medical
    h. Safety and Workers Compensation
    i. Attendance
    j. Grievances
    k. Background and fingerprint checks

    The employee personnel file kept in the Office of Human Resources will be the location in which information regarding evaluations, hiring recommendations, professional development plans, reprimands, or documentation of adverse job actions will be maintained.
2. A certified employee shall be permitted to examine and/or to obtain copies of materials in his/her personnel file. The certified employee may be accompanied by a representative if desired. Upon written authorization, said rights shall be granted to a certified employee's representative. An appointment must be made in advance with the Director of Human Resources prior to a certified employee examining his/her file. Such an appointment will be scheduled within 10 working days of the request at a mutually

agreed upon time. Pre-employment references and references related to internal transfers will not be subject to inspection by the certified employee.

3. Documents other than those listed above, will not be placed in a certified employee's personnel file unless a copy of the document has been given to the certified employee. The certified employee has the right to have a response in writing attached to anything certified placed in his/her file. No anonymous or unsigned information may be placed in any certified employee's file.
4. Site administrators retain the right to maintain working files.

# Article X – Reassignments

## A. Voluntary Reassignments

1. When a vacancy is created at a site, the site staff will have the first opportunity to be considered for that opening. Once changes occur within the site from the staff, the site administrator will contact Human Resources of the official opening.
2. All district-wide vacancies will be posted on the district's applicant tracking system.
3. You must possess the correct license and/or endorsements to be considered.
4. Staff are required to submit a Transfer Form and updated resume for each position that is posted. If there is more than one opening at the site, you can list it on the same form. Forms are available on the district's applicant tracking system. Staff have (5) five working days from the posting date to submit the request to Human Resources to be considered to interview for the position. Once the vacancy has been posted for (5) five or more workdays, staff can still apply via the transfer request option.
5. It is the responsibility of each staff member to check the district web page for current postings.

## B. Administrative Reassignment

1. The Superintendent may reassign certified employees to maintain efficient and well-balanced faculties (relative to training, experience, and background) to meet the needs of the district. Notice of any administrative reassignment shall be given as soon as possible.
2. Prior to the selection of an administrative reassignment, certified employees will be encouraged to volunteer for transfer. In the absence of volunteers with the necessary qualifications for the positions available, seniority in the District among qualified employees, as defined in Article X-B-1, will control, with the least senior person being selected for transfer.
3. The superintendent may reassign a certified employee if his/her performance impedes the instructional program. In which case, the criteria in Article X-B-1 and 2 do not apply.

# Article XI – Reduction in Force/Recall

## A. Initiating a RIF

1. The District may initiate a Reduction in Force when one or more of the following circumstances are present:
   a. A substantial decrease in pupil population within school district
   b. A substantial reduction in operating revenues
   c. A substantial decrease in the enrollment in a specific grade level or program area or the elimination of a program
   d. The return of a certified employee from a leave of absence

e. The enactment of laws or court decisions that directly affect staffing and are beyond the immediate control of the Board.

2. Should any of these circumstances be reversed, the District may initiate recall procedures.

## B. Reduction in Force

1. The Superintendent shall determine the number and type of positions to be affected by the RIF.
2. Prior to initiating a RIF, the superintendent will attempt to absorb the necessary reductions through attrition and the non-renewal of contracts for non-tenured certified employees. The Superintendent will notify the Federation as soon as possible after determining that a RIF is needed and will meet and confer at the request of the Federation regarding options which may ameliorate or eliminate the RIF.
3. In the event of a RIF, the District and Federation will jointly determine the possibility of any increase in the deferred sick leave reimbursement or other voluntary separation inducement.
4. For any tenured teacher, the District must prove that there is no other position for which the teacher is qualified consistent with the academic necessities of the District before that teacher may be terminated or discharged through a RIF.
5. If more than one certified employee is licensed and qualified for a position affected by a RIF, the least senior certified employee will be selected for the layoff. “Qualified” as used in this context will be as having at least one year of satisfactory prior experience in the area of endorsement. If a certified employee is experienced within an endorsement area prior to employment with the District, the certified employee will be required to provide evidence of satisfactory experience in the form of a formal district evaluation from the previous district or accept alternatives.
6. Seniority and the employment relationship shall be terminated if the certified employee:
   a. Is discharged or terminated
   b. Resigns
   c. Fails to report for work without a valid reason approved by the director of Human Resources within five working days after termination of a leave of absence
   d. Retires

   Additional seniority and other benefits do not accrue during any period of layoff. However, seniority status, salary schedule placement, and leave available at the time if a RIF will be returned to employees who are recalled after a RIF within the recall period. In the event that a certified employee is rehired after having resigned, all previous seniority will be credited upon successful completion of the third contract year.
7. A certified employee may grieve the misapplication of the RIF process by filing a written grievance with the superintendent within 10 working days after receiving the final written notice of the RIF. The grievance will enter the grievance procedure at Level 2.
8. To layoff qualified teachers during a school year pursuant to a RIF, the District has to show not just projected financial burdens in the future, but that it cannot survive financially for the present year, which is already underway.

## C. Recall

1. The Board shall determine the number and types of positions to be affected by the recall.
2. For a period of two years after the effective date of termination due to a RIF, a tenured certified employee who is licensed and qualified will be eligible for recall based on seniority. If the position is for less than half time, the certified employee may decline the position without forfeiting future recall rights.

3. The District will post any positions open for recall of RIF'd certified employees at all sites. Simultaneously, a notification of this posting will be published in the local newspaper for 10 days. It is the sole responsibility of the certified employee to learn of such openings and notify the District within 15 working days of the original posting of willingness to be reemployed.
4. In the event that more than one person who was terminated due to a RIF qualified for the position to which a person will be recalled, the most senior person will be offered the position.

# Article XII – Investigative & Disciplinary Actions of Licensed Employees

## A. Union Representation

1. An investigative interview occurs when a supervisor questions a certified employee to obtain information that could be used as the basis for disciplinary action against the employee. The supervisor must tell the employee that it is a disciplinary interview and the reason for it. The employee has the right to be accompanied by the Union's designated representative during the disciplinary interview. The supervisor may inform the employee that they may or may not choose to have representation. The supervisor has no obligation to inform the employee of their right to request representation. The employee has the right to request representation before or during the interview. After the request is made, the supervisor must select one action below:
   - Delay the interview until the meeting can be rescheduled with the representative, or
   - End the interview immediately.
2. A disciplinary interview shall be scheduled at a time and location that is convenient to all parties. All disciplinary interviews with the employee and the representative must be done in a timely manner.

## B. Disciplinary Actions

1. If the District decides, based on substantiated facts, that the employee violated the Negotiated Agreement, a Board policy/ regulation, state law or building procedures and if the District then decides to discharge/ terminate, suspend, issue a formal letter of reprimand, issue a letter of concern or a documented oral warning, the employee will receive written notice that will include the reason(s) for the action based. The certified employee's signature shall only acknowledge receipt of the document and not necessarily agreement with the contents. It is the responsibility of the certified employee to send a copy to the union president.
2. A certified employee may be suspended with pay until a determination is made on whether a disciplinary action will be issued.

## C. Termination Notification

1. Termination notice will be conducted in accordance with Section 22-10-12 New Mexico Statutes Annotated, 1978 and Public Education Department Regulation No. 75.7, amendment #1. "If a licensed school instructor is not to be re-employed for the ensuing school year, the local school board or the governing authority of a state agency must serve a notice of intention not to reemploy that licensed school instructor for the ensuing school year… and such notice shall be served on or before the fourteenth calendar day prior to the last day of the school year." The fourteenth (14) day notice is only applicable to tenured certified employees. Upon receipt of written notice of termination, the

certified employee may request an interview with the Director of Human Resources or the Director's designee. The certified employee is entitled to Union representation at this meeting.

2. Final written notice of non-renewal of contract will be given no later than the last contract day.

## Article XIII – Grievance

Employees are encouraged to resolve disagreements of any kind at the lowest appropriate level. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise in the administration of this contract. All grievances shall be processed as provided herein.

### A. Definitions

1. A grievance shall mean an allegation by a certified employee, a group of certified employees with the same grievance, or the Federation that there has been a violation of any provision(s) of this agreement.
2. The term "workday" when used in the Article, shall mean working school days. During that portion outside of the school year, "workday" shall be defined as the publicly advertised workdays of the Los Alamos Public Schools Administration Offices.
3. The "aggrieved party" shall mean a certified employee, a group of certified employees or the Federation.

### B. Grievance Filing (Ten-Day Timeline)

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be maximum and every effort shall be made to proceed as quickly as possible.
2. The time limits specified will be extended or shortened if mutually agreed to in writing by the parties to the grievance.
3. The aggrieved must file a written grievance within ten (10) workdays of the act or discovery of the act that caused the grievance.
4. Failure to file the grievance within the time limits specified shall result in the dismissal of the grievance.
5. Failure to submit the decision in writing within specified times will cause the grievance to proceed automatically to the next level.

### C. Grievance Procedures

1. Certified employees have a right to be accompanied by a Federation representative at any grievance meeting.
2. Nothing contained herein shall limit the right of any certified employee to process a grievance as an individual. The Federation shall be afforded the opportunity to be present and to make its views known at grievance meetings in such cases. Any adjustment made shall not be inconsistent with this agreement. If such a grievance is filed, it may not be re-filed by the Federation on behalf of the individual nor may the individual be a party to a group grievance on the same issue. Any grievance decision shall be provided to the Federation at the time of the decision. Confidentiality will be respected when requested by the aggrieved.
3. If a grievance affects a group of certified employees at two (2) or more work locations, the Federation must file a written grievance within ten (10) workdays on behalf of the certified employees affected directly to the Director of Human Resources. The grievance

must be signed and dated by each affected employee, (faxed or emailed notification will be accepted). The Federation shall identify the certified employees and work locations.

4. The Board and the Federation agree that these proceedings will be kept informal and all information relating to a grievance will be kept confidential.
5. All written and printed matter dealing with the processing of a grievance will be filed separately from the official personnel file of the participant(s) in a file maintained by the Office of Human Resources. No reprisal shall be taken by the Board or any member of the administration against any certified employee participating in the processing of a grievance.
6. The Board agrees to make available to the aggrieved party and representative all pertinent information, not privileged, in its possession or control that is relevant to the issues raised by the grievance.
7. Leave with pay will be granted to a certified employee whose absence from duty is required by the parties to the grievance as part of a grievance hearing. The office of Human Resources shall notify the site administrator(s) of the certified employee(s) designated to appear at such hearing.
8. Representatives from the Federation and the Office of Human Resources shall develop all forms to be used in the grievance processing. All grievances and appeals of such must be filed on appropriate forms as provided by the Office of Human Resources. Appropriate forms are available at site offices.

## D. Grievance Levels

1. No grievance shall be initiated at Level One unless it has been discussed by the aggrieved party with the immediate supervisor or the Director of Human Resources or designee in the absence of the supervisor, prior to filing. No grievance shall be initiated at Level Two unless it has been discussed by the aggrieved party and/or the aggrieved party's Federation representative with the Director of Human Resources or designee.
2. A grievance shall be filed at Level One unless the immediate supervisor determines that the remedy sought is not within his/her authority, in which case the grievance shall be filed at Level Two.
3. The interpretation of conflict, as provided in Article IV-B-2, (Agreement Control) shall be subject to the grievance process at Level Two.

## E. Level One or Immediate Supervisor Level (Five-Day Timeline)

1. The aggrieved party shall submit the grievance in writing to the certified employee's immediate supervisor. The immediate supervisor shall, within five (5) workdays after presentation of the grievance in writing by the aggrieved, submit to the aggrieved the decision in writing.
2. If the aggrieved is not satisfied with the disposition of the grievance, the aggrieved may appeal the decision to Level Two within five (5) workdays of receipt of the decision by filing said appeal with the Superintendent.
3. Failure to appeal the grievance within five (5) workdays after receipt of the response shall result in dismissal of the grievance.
4. In the event a certified employee believes it to be necessary to have a Federation representative present at a Level One grievance meeting, such request shall be made in advance and through the Director of Human Resources. The request will be honored upon notification to the immediate supervisor.

### F. Level Two or Central Office/ Superintendent Level (Ten-Day Timeline)

1. The superintendent or designee shall meet with the aggrieved and/or a representative of the Federation within ten (10) workdays after receipt of the appeal of the Level One decision or the initiation of a grievance at Level Two in an effort to resolve said grievance. Parties to the grievance or their representatives shall have the right to submit evidence, give testimony, and call witnesses.
2. The superintendent or designee shall, within ten (10) workdays after such meeting provided above, render the decision in writing setting forth the decision and reason(s) therefore and shall transmit the same to all parties.
3. If the Federation and the aggrieved party are not satisfied with the disposition of the grievance, the aggrieved party may appeal the grievance to Level Three. Failure to appeal the grievance with ten (10) workdays after receipt of the response at Level Two shall result in dismissal of the grievance.

### G. Level Three or School Board Level (Ten-Day Submission/ 30-Day Response)

1. Upon appeal of a grievance to Level Three, the Board shall appoint a fact-finder and make a determination from the information collected from both parties within 30 workdays.

### H. Level Four (Arbitration)

1. If both the aggrieved and the Federation are not satisfied with the Board's grievance disposition, the Federation may appeal the grievance to arbitration by submitting a written demand for arbitration to the Board no later than five workdays following receipt of the Board's written disposition.
2. The parties shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon a mutually acceptable arbitrator, the Federation may submit a request for arbitration to the American Arbitration Association (AAA) no later than 10 work days following the written demand for arbitration. The parties shall then be bound by the AAA's rules and procedures.
3. The arbitrator shall conduct a hearing as soon as reasonably possible following the appointment of the arbitrator. The hearing shall be conducted in accordance with the AAA's Voluntary Rules for Arbitration.
4. The arbitrator shall have the authority to issue subpoenas for the production of documents and for the testimony of witnesses. Issues related to the arbitrability of a grievance shall be decided by the arbitrator.
5. The arbitrator's decision shall be submitted in a timely fashion after the conclusion of the hearing. The arbitrator's decision shall be in writing and shall include reasons for the decision.
6. The arbitrator's decision shall be final and binding on the parties.
7. The arbitrator's fees and costs shall be shared equally by the parties. Other cost shall be assumed by the party incurring the cost.

## Article XIV – Management Rights

A. It is understood and agreed that the District retains all of its power and authority to direct, manage, and control its operations to the full extent of the law. The only limitations on those powers and authority are the express provisions of this agreement.

B. Unless limited by the provisions of a collective bargaining agreement or by other statutory provisions, the Board will retain the right to:

- Direct the work of, hire, promote, assign, transfer, demote, suspend, discharge or terminate public employees;

- Determine qualifications for employment and the nature and content of personnel examinations;
- Take actions as may be necessary to carry out the mission of the public employer in emergencies.

The Board will retain all rights not specifically limited by this collective bargaining agreement. The Board retains the right to exercise or not, as it sees fit, any of its options under law. Any decision by the Board not to exercise a right shall not be construed as a waiver of such right.

## Article XV – Exclusive Representation

A. The Federation shall have the right to use in school mailboxes and collaboratively determined bulletin board space at each work site. The Board shall provide the Federation with a complete listing of all licensed staff employed in the District when available for the current school year.

B. Federation representatives shall have the opportunity to utilize a reasonable amount of time, to be determined in collaboration with the site administrator, to make announcements at faculty meetings. Federation officers have the right to visit school buildings and classrooms before and after regular school hours to check compliance with this Agreement or to investigate grievances.

C. There shall be no discrimination by the Board, or the Administration directed toward any certified employee because of his/her legal Federation activity.

D. The Board shall provide additional leave for officers to attend to Federation business as designated by the president. This time shall not exceed seven days a year for the Federation. Substitute costs shall be borne by the Federation.

E. The Federation and the employees they represent will not take part in any strike or work stoppage against the Los Alamos Public Schools.

F. The Board shall provide payroll deductions of professional dues based on the information provided by the Federation treasurer. Signed dues deduction cards of new members delivered to the Business Office 10 work days prior to a pay date shall initiate deductions that pay date. Due deductions for authorized amounts shall automatically continue from year to year unless revoked by the employee through written notification to the Business Office. When dues deduction cards are filed, deductions shall commence with the first paycheck of the school year and continue for all paychecks in which voluntary deductions may be taken. Payroll deductions for dues will be paid within five working days to the Federation treasurer.

G. The Federation president and each work site shall be provided a copy of the Board agenda with non-confidential support materials at the same time these materials are provided to Board members.

H. The Federation may use school facilities to conduct business and hold meetings during non-duty times provided these do not interfere with the instructional program or lease schedule.

I. Federation representatives shall have an opportunity to announce a scheduled non-duty meeting time with new hires during orientation and with all certified employees prior to the beginning of the school year for students.

J. The Federation shall be provided with requested District financial and other reasonable public information that is necessary for conducting negotiations.

## Article XVI – Duration of Agreement

A. This agreement shall be effective upon ratification by the parties and shall remain in full force and effect through June 30, 2027. If no successor agreement is reached by November 1, 2027, the current contract will remain in effect until an agreement is made to a new one.

B. Salaries and up to three (3) additional issues chosen by each party to this Agreement may be reopened each year of this Agreement except every fourth year when the entire bargaining agreement is negotiated. Additional issues mutually agreed to by both parties may also be reopened. Such negotiations shall begin on or before January 15th of each year or as agreed to by the parties.

C. Should an emergency situation include but not limited to;

Fire
Natural Disaster
Other acts of Nature

This agreement shall remain in effect until such time that the emergency situation is resolved or the representative members of the district and union are able to come together to complete a new agreement.