

Las Cruces Public Schools Board of Education

AGENDA ITEM EXECUTIVE SUMMARY

1. **Board Meeting Date:** November 19, 2019
2. **Item Title:** Discussion and Possible Approval of CSEC-LC Bargaining Agreement
3. **Name of Presenter(s):** Gabe Jacquez, Deputy Superintendent Operations & Leadership and Irma Valdespino, CSEC-LC President
4. **This item is for:** Action Consent Agenda Discussion Report/Information
5. **Proposed Motion (Action Items Only):** Discussion and Possible Approval of CSEC-LC Bargaining Agreement
6. **Executive Summary/Justification:**
Gabe Jacquez, Deputy Superintendent of Operations & Leadership will present the new CSEC-LC Bargaining Agreement for approval of the Board. CSEC-LC and LCPS teams are in agreement of the proposed language. The term of the agreement will be 2019-June 30, 2022.

LCPS BOARD OF EDUCATION

NEGOTIATING TEAM

Gabe Jacquez, Chief Spokesperson

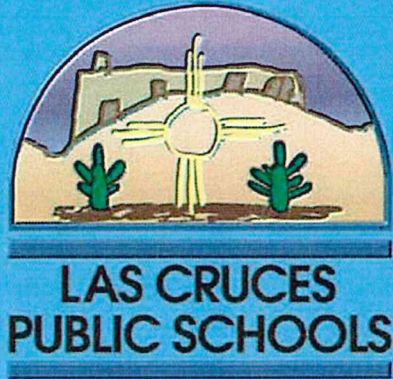
Alice Chavez-Villa
Lisa Dominguez
Cherie Love
Dr. Roberto Lozano
Monica Marquez
Debbie Trevizo
Connie Stewart-Notes

CSEC-LC

NEGOTIATING TEAM

Joseph Leonard Almaguer,
Chief Spokesperson

Melissa Ames
Chris Arrieta
Andres Chavira
Susan Comer
Milas McLeod
Sandra Romero
Steve Sianez
Irma Valdespino
Charles Cotton



Collective Bargaining Agreement

Between

*Classified School Employees Council – Las Cruces
(CSEC-LC)*

And

The Las Cruces Public Schools Board of Education

Through June 30, 2022

TABLE OF CONTENTS

PREAMBLE.....	4
ARTICLE ONE: RECOGNITION.....	5
ARTICLE TWO: DEFINITIONS.....	6
ARTICLE THREE: GENERAL PROVISIONS.....	9
ARTICLE FOUR: NON-DISCRIMINATION.....	12
ARTICLE FIVE: WORK SCHEDULE.....	13
ARTICLE SIX: ASSIGNMENT/TRANSFERS/PROMOTIONS.....	16
ARTICLE SEVEN: VACANCY POSTINGS.....	21
ARTICLE EIGHT: JOB PERFORMANCE.....	22
ARTICLE NINE: BEHAVIOR AND/OR MISCONDUCT.....	26
ARTICLE TEN: CSEC-LC RIGHTS AND RESPONSIBILITIES.....	32
ARTICLE ELEVEN: MANAGEMENT RIGHTS AND RESPONSIBILITIES.....	36
ARTICLE TWELVE: LEAVES.....	37
ARTICLE THIRTEEN: HUMAN RESOURCES PERSONNEL FILES & WORK SITE FILES.....	48
ARTICLE FOURTEEN: REDUCTION IN FORCE.....	51
ARTICLE FIFTEEN: INSURANCE.....	54
ARTICLE SIXTEEN: SENIORITY, PROBATION AND AUTOMATIC TERMINATION.....	58
ARTICLE SEVENTEEN: NO STRIKE/NO LOCKOUT PROVISION.....	59
ARTICLE EIGHTEEN: GRIEVANCE PROCEDURE.....	60
ARTICLE NINETEEN: PROFESSIONAL ISSUES.....	64
ARTICLE TWENTY: WAGES AND ALLOWANCES.....	66
ARTICLE TWENTY-ONE: EXTRA OR OVERTIME.....	72
ARTICLE TWENTY-TWO: SAFETY AND SUPPORT.....	73
ARTICLE TWENTY-THREE: JOB DESCRIPTIONS.....	78
ARTICLE TWENTY-FOUR: PRIVATIZATION, SUBCONTRACTING, OR OUTSOURCING.....	79
ARTICLE TWENTY-FIVE: DURATION OF AGREEMENT.....	80
ARTICLE TWENTY-SIX: COMPLAINTS.....	81
AGREEMENT SIGNATURES.....	82

SALARY SCHEDULES

- Associate and Assistant Librarian Personnel (LIBR).....
- Campus Security (14).....
- Custodial Personnel (CUST)
- Educational Assistant Personnel (EA).....
- Materials Management Personnel (20)
- Maintenance/Physical Plant Personnel (MPPP)
- Maintenance Tradesman/Physical Plant Personnel.....
- Materials Management Personnel
- Nutrition Services Personnel (9)
- Secretarial/Clerical Personnel (2)
- Technical Staff

CERTIFIED/CLASSIFIED EMPLOYEES' RIGHT OF REPRESENTATION FORM

FORM TO REPORT STAFF HARRASSMENT, INTIMIDATION OR BULLYING

EDUCATIONAL ASSISTANT SUBSTITUTE LOG TIMESHEET

LEAVE REQUEST FORM

PREAMBLE

The rules regarding the New Mexico Public Employee Bargaining Act are set forth in New Mexico Statute §10-7E-1-26.

The intent of the bargaining act is to establish fair and expeditious procedures that further the purposes of the act, which are:

- to guarantee public employees the right to organize and bargain collectively with their employers; and
- to promote harmonious and cooperative relationships between public employers and public employees; and
- to protect the public interest by assuring, at all times, the orderly operations and functioning of the state and its political subdivisions.

ARTICLE ONE
RECOGNITION

1. The Board recognizes the Classified School Employees Council of Las Cruces as the sole and exclusive representative for all classified employees in the bargaining unit's certification. The bargaining unit includes all Associate Librarians, Campus Security, Custodians, Educational Assistants, Health Assistants, Library Assistants, Materials Management Employees, Nutrition Services, Nutrition Services Warehouse Employees, Physical Plant Department Employees, and Secretarial/Clerical Employees (except those secretaries designated as confidential employees).

2. All employees, whose salaries are based on salary schedules other than the Associate Librarians, Campus Security, Custodians, Educational Assistants, Library Assistants, Nutrition Services Employees, Nutrition Services Warehouse Employees, Materials Management Employees, Physical Plant Department Employees, and Secretarial/Clerical Employees (except those secretaries designated as confidential employees) or as provided herein, are excluded from this bargaining unit.

ARTICLE TWO
DEFINITIONS

1. The term “**employee**” will mean a bargaining unit employee.
2. The term “**Board**” is defined as the Board of Education of the Las Cruces Public School District.
3. The term “**District**” is defined as the Las Cruces Public Schools.
4. The term “**CSEC-LC** or **Union**” will mean the Classified School Employees Council of Las Cruces.
5. The term “**school,**” “**building**” or “**work site**” will mean any work location or functional location within the district wherein the bargaining unit members’ responsibilities may lie.
6. The term “**Superintendent**” will mean the Superintendent of the Las Cruces Public Schools or designee.
7. The term “**President**” as used in this Agreement will mean the President of CSEC-LC or designee.
8. The term “**immediate supervisor**” is the principal, field supervisor, or administrator in charge of the function, staff, or activity at the work site, who directly observes, supervises, evaluates, disciplines, and recommends employment status.
9. The term “**Lead Person, Materials Management Manager, Nutrition Services Manager, or Nutrition Services Warehouse Manager**” will mean the person who works alongside other employees who models and delegates work assignments under the supervision of the Immediate Supervisor and are responsible for maintaining the safety and security of the worksite.
10. The term “**immediate family**” of a classified employee is the spouse, domestic partner, child, grandchild, parent, sister, brother, niece, nephew, aunt, uncle, godchild, grandparent, grandparent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, a person who served as the guardian for the employee prior to the employee becoming an adult, and others who reside in the same household with the employee.
11. The term “**days**” will mean specific workdays according to the District’s approved calendars.
12. The term “**emergency**” will mean a one-time crisis that was unforeseeable, unavoidable and of limited duration.

13. The term “**progressive discipline**” refers to a process of sequential steps designed from the least action of consequence to the most severe action of consequence, which could ultimately lead to termination of employment. Progressive discipline is designed to provide time and support for the employee to grow and improve in his/her job performance in collaboration with administration.
14. The term “**just cause**” as defined in NMSA 1978, 22-10A-2, is inclusive of the burden of proof or the seven (7) tests of just cause standard that an employer must meet to justify discipline, discharge or termination.
15. The term “**seniority**” will be defined as the length of continuous service with the District.
16. The term “**temporary**” will be defined as any employee whose employment begins any time **after** the first day of the contractual year for the employee’s job classification.
17. The term “**Probationary**” will be defined as a classified employee who is on probationary status for two (2) consecutive years of employment.
18. The term “**special work schedule**” will be any work schedule outside of the normal workweek.
19. The term “**Extra Time**” will be defined as any time that is worked in addition to an employee’s scheduled time, where the combination of scheduled time and extra time does not exceed 40 hours in the employee’s defined work week.
20. The term “**Overtime**” will be defined as “FLSA Overtime,” meaning any time worked beyond the 40 hours per week actually worked as defined in the Fair Labor Standards Act.
21. The term “**Compensatory (“Comp”) Time**” will be defined as an alternate form of compensation of Extra Time or Overtime. An employee may, with the approval of the immediate supervisor, elect to be compensated for Extra Time or Overtime worked with time off in lieu of payment. Compensatory Time must be recorded and used in accordance with the procedures in Article Twenty.
22. The term “**Flexible (“Flex”) Time**” will be defined as an alternate work schedule occurring in a work week that is mutually agreed to by the employee and his/her supervisor. In a flex time arrangement, overtime is paid only for any hours exceeding forty in the same work week.
23. The terms “**Privatization**”, “**Outsourcing**”, and “**Subcontracting**” will be defined as the act of procuring services from any person(s), agency(is) or private enterprise(s) rather than through the use of bargaining unit employees.
24. The term “**Garrity Rights**” are rules set forth by the U.S. Supreme Court for interrogating public employees. Under this court ruling, public employees can be compelled to give statements under the threat of discipline but those answers cannot be used in criminal prosecution. The employee must invoke their Garrity Rights.
25. The term “**Hatch Decision and Swisher Ruling**” refer to a New Mexico Supreme Court ruling that established that a Reduction in Force (RIF) does not constitute “just cause.”

26. The term “**whistleblower**” refers to New Mexico State Statute (NMSA 1978, 10-16C-1) and applicable Federal Laws, which protect classified employees from retaliatory actions when the classified employee reports to the employer any unlawful or improper act.
27. The term “**insubordination**” will mean the deliberate and inexcusable refusal to obey a reasonable directive which relates to an employee’s job function, and/or abusive language and/or actions towards the immediate supervisor.
28. The term “**job description**” will refer to the main purpose of a job description which is to outline the main duties, responsibilities, and expectations that are involved in a particular assignment and job.
29. The term “**intimidation**” refers to an attempt to force into or prevent from some action by causing fear and/or emotional distress.
30. The term “**bullying**” refers to intimidating or offensive verbal or physical conduct toward an individual when such conduct is habitual or recurring, including, but not limited to, threats and name calling.
31. The term “**harassment**” is defined as a **repeated** pattern of conduct which annoys, threatens, intimidates, alarms or puts a person in fear of their safety. Harassment is unwanted, unwelcomed, and uninvited behavior that demeans, threatens or offends the victim and offends the victim and results in an **unsafe** environment for the victim. Harassing behavior may include, but is not limited to derogatory comments, labeling, slurs, and/or lewd propositions, assault, prevents or blocking movement, offensive touching or any physical interference with normal work or movement, and visual insults, such as derogatory poster or cartoons.
32. The term “**coerce**” refers to persuading someone to do something outside of their performance responsibilities with malicious intention using force or threats.

ARTICLE THREE
GENERAL PROVISIONS

A. NEGOTIATING PROCEDURES

1. Negotiations will be conducted in good faith.
2. Negotiations will be conducted in closed session.
3. Negotiation discussions will be confidential.
4. In order to provide general updates, either party has the right to share information with their own constituency throughout negotiations.
5. Negotiations will begin on time. Any member that is late will notify their chief spokesperson.
6. Each party will have a negotiating team of not more than nine (9) members and not less than three (3) members unless mutually agreed to by both parties. The parties will notify each other in writing of the names of their authorized representatives, including alternates and their chief spokesperson prior to the first negotiation session. Changes to the team composition should only be made for serious considerations such as change in employment status or serious illness and such change will be provided to the other team in writing as soon as the new team member(s) is/are appointed. Each party reserves the right to bring in a specialist to the bargaining table to present information to the parties, provided notice has been given to the opposing lead negotiator. The specialist can be of either party's choosing.
7. The parties agree to meet at mutually agreed upon times and to bargain in good faith in order to timely obtain a fair agreement.
8. Negotiation sessions will be held in a mutually agreed upon location where each team has access to a private room for caucusing and the District and CSEC-LC will have access to equipment and utilities as deemed necessary for purposes of negotiating.
9. There will be no conversations between team members while there is an active speaker.
10. Either team may call caucuses at any time. Caucuses will be held as short as possible and the team taking the caucus will provide the other team with an approximate length of time of the caucus.
11. All agreements reached as a result of negotiations will be reduced to writing, initialed, and dated by each spokesperson, and will be tentative until ratification by the parties.

12. No press releases will be issued unless prepared jointly by the parties. If the parties are at a declared impasse, each may release information to the media.
13. No bargaining session will be recorded or videotaped.
14. Electronic devices and communications during negotiations will be limited to negotiation purposes and/or emergencies.
15. The party taking the official notes will project and e-mail their notes to all team members at the completion of each bargaining session.

If either party does not come to an agreement, either party may declare impasse and request mediation assistance from the Federal Mediation and Conciliation Service (FMCS). A mediator with FMCS will be assigned unless the parties agree to another mediator. If the impasse continues after a thirty (30) day mediation period, to commence from the date the mediator was appointed, or if the mediator determines mediation to be futile, either party may request a list of seven (7) arbitrators from FMCS. One (1) arbitrator will be chosen by the parties by alternately striking names from such list. Who strikes first will be determined by coin toss. The arbitrator will render a final, binding, written decision resolving unsolved issues pursuant to Subsection E of Section 17 of the New Mexico Public Employee Bargaining Act no later than thirty (30) days after the arbitrator has been notified of his or her selection by the parties. The arbitrator's decisions will be limited to a selection of one (1) of the two (2) parties' complete, last, best offers. The costs of an arbitrator and the arbitrator's related costs conducted pursuant to this subsection will be shared equally by the parties. Each party will be responsible for bearing the cost of presenting its case. The decision will be subject to judicial review pursuant to the standards set forth in the Uniform Arbitration Act.

16. CSEC-LC will discuss with the employees of the bargaining unit, any information about the impasse.
17. 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 will not require LCPS to increase any employee's levels, steps, or grades of compensation contained in the existing contract.
18. Should the parties fail to reach and ratify a replacement Agreement by the expiration date of the Agreement, the provisions of the Agreement will continue to apply until agreement and ratification occurs.

B. AGREEMENT CONTROL

1. This Agreement will be governed and construed according to the constitution and laws of the State of New Mexico. If any provision(s) of this Agreement will be found contrary to law, such provision(s) will have effect only to the extent permitted by law, but all other provision(s) of this Agreement will continue in full force and effect. In the event any provision(s) of this Agreement is found contrary to law, said provision(s) will be null and void. In that event, the parties will meet within ten (10) days after any such ruling for the purpose of renegotiating the provision(s) affected. This agreement is a legal and binding contract pursuant to the New Mexico Public Bargaining Act. Any violation of this agreement is subject to a grievance and or a prohibitive practice complaint.

2. In case of any conflict between the provisions of any Board policy, regulation or directive, the provisions of the Agreement will control.
3. Except for retirement programs provided pursuant to the New Mexico Public Employees Retirement Act, the parties will 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 will be required to agree to a proposal or to make a concession. Additionally, the impact on any members of the bargaining unit of professional and instructional decisions made by the employer will be negotiated.
4. The District will not implement any change in conflict with this Agreement except in the event of an emergency and will notify the President of CSEC-LC in writing immediately.
5. Unless otherwise specifically stated herein, the provision(s), conditions and requirements of this Agreement will apply to all employees in the bargaining unit.

C. DISTRICT/BOARD COMMITTEES

1. Unless otherwise agreed upon, the CSEC-LC President will be notified at least ten (10) days in advance of the formation of a District/Board Committee where any terms or conditions of employment, wages, hours by the employer with respect to the bargaining unit employees are to be discussed. The CSEC-LC President will appoint CSEC-LC representatives to total no fewer than the equal number of certified members on any such committee to include, but not limited to, Calendar and Budget Committees.
2. District/Board committee reports and recommendations will be provided to the Superintendent and the CSEC-LC President simultaneously.

D. PRINTING AND DISTRIBUTION OF THE AGREEMENT

The District and CSEC-LC will post this Agreement, including any Memorandum of Understandings and all employees' salary schedules on their respective web sites within five (5) days of ratification and a copy of the Agreement will be available at all work locations. Any addendums to this agreement will be posted on their respective web sites within five (5) days of ratification. The District and CSEC-LC will share the cost of the printing of the Agreement equally. The District and CSEC-LC will determine the quantity to be printed and the method and means of distribution.

ARTICLE FOUR
NON-DISCRIMINATION

- A. The District and CSEC-LC agree as per section 19 of the New Mexico Public Employees Bargaining Act, that each will not interfere with the rights of any employee to join, or refrain from joining CSEC-LC, and agree that each will not in any manner, because of a classified employee's membership or non-membership therein, directly or indirectly discriminate against, interfere with, coerce, restrain, interfere or refrain from giving a promotion, demote, transfer or discipline any classified employee.
- B. The District will not directly or indirectly discriminate against, interfere with, coerce, restrain, interfere or refrain from promoting, demoting, transferring, or disciplining any classified employee because of such classified employee's status as a representative or officer of CSEC-LC.
- C. Both the District and CSEC-LC agree as per section 19 of the New Mexico Public Employees Bargaining Act (10-7E-19 to 10-7E-26) that they will not discriminate against a classified employee because of action taken by either party in processing grievances under the provisions of this Agreement.
- D. In a desire to restate their respective policies, neither the District nor CSEC-LC will unlawfully discriminate against any classified employee because of such classified employee's race, color, gender, religion, age, sexual orientation, national origin, disability, marital status or place of residence (NM Human Rights Act Sections 28-1-1 to 28-1-15 NMSA 1978).

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**ARTICLE FIVE
WORK SCHEDULE**

GENERAL PROVISIONS:

1. The work year is based upon the district calendar with the understanding that the calendar is subject to emergency changes, but such changes made by the district will not affect the total number of work days required.
2. The regular standard work year will be negotiated annually.
3. The standard workweek will be Monday through Friday. Any exceptions are specified below in sections A-H.
4. Categories of Work Schedules:
 - A. Full-time is a work week consisting of:
 1. forty (40) hours week for employees with an eight (8) hour day; or
 2. thirty-seven-and-a-half hours (37.5) for employees with a seven-and-a-half (7.5) hour day; or
 3. thirty-five (35) hours for employees with a seven (7) hour day; or
 4. thirty (30) hours for employees with a six (6) hour day.
 - B. Part-time is a workweek consisting of twenty (20) or fewer hours.
5. The immediate supervisor will schedule:
 - a. one (1) fifteen (15) minute duty-free, uninterrupted break during the first half of the work day and one (1) fifteen (15) minute duty-free, uninterrupted break during the second half of the work day for fulltime employees.
 - b. one (1) fifteen (15) minute break for part-time employees.
6. Breaks will be taken on the job site and will not be taken immediately before or after the lunch period, or at the beginning or end of the workday unless specifically approved by the supervisor to meet specific student need(s) and/or legal requirement(s). When an emergency occurs for either the employee or the employer, the scheduled break will not interfere with the ability to handle the emergency.
7. For full time employees, the work schedule will include a minimum of a thirty (30) minute duty-free, uninterrupted, and unpaid lunch period.
8. The District and CSEC-LC may collaboratively develop an alternative schedule to the standard work week during the summer months.
Employees will be notified of the change no later than ten (10) working days prior to implementation.
9. Duties within the worksite will be assigned as equitably as possible by the immediate supervisor within the parameters of the classified employee's

job description and job analysis.

A. CUSTODIANS:

1. The standard workweek will be Monday through Friday; however, the District may schedule special work schedules within a five (5) consecutive workweek beginning on Tuesday or Wednesday on an eight (8) hour continuous work schedule. Classified employees will be notified of long-term duration changes in their work schedule prior to implementation.

B. PARAPROFESSIONALS: (Educational Assistants, Library Assistants, Health Assistants)

1. The workday will be seven (7) continuous hours.

C. PHYSICAL PLANT DEPARTMENT (PPD) MATERIALS MANAGEMENT and NUTRITION SERVICES WAREHOUSE:

1. The workweek will begin at 12:01 a.m. on Monday and end at midnight on Sunday.
2. The standard workweek will be Monday through Friday and will be from 7:00 a.m. to 4:00 p.m. with a one (1) hour lunch break. An alternate schedule can be requested and mutually agreed upon between the District and CSEC-LC.
3. The standard workday will be eight (8) continuous hours.

D. CAMPUS SECURITY

1. The workday will be eight (8.0) continuous hours.

E. NUTRITION SERVICES

1. The workday will be continuous for nutrition services workers and managers and for cashiers at schools with breakfast in the classroom. For cashiers at schools without breakfast in the classroom, the workday will be a split shift.
2. The standard work year for nutrition services managers, kitchen staff and cashiers will be equal to the number of days lunch is served plus, at minimum, the following:

First semester: For Managers: Three (3) work days
For Kitchen Staff and Cashiers: Two (2) work days
One (1) professional development day
Second semester: For Managers, Kitchen Staff and Cashiers:
One (1) workday
One (1) professional development day
One (1) day at the end of the semester

3. Nutrition service employees will be notified of changes in their work schedule prior to implementation.
4. The standard work day for Nutrition Services Managers will be as follow:
High School: eight (8) hours
Middle School: eight (8) hours
Elementary Schools and White Sands K-8 School: seven (7) hours
5. The standard work day for the Arrowhead Park Early College High School Nutrition Services Satellite Lead will be six (6) hours.
6. The standard work day for Nutrition Services Kitchen staff will be as follows:
six (6) hours
White Sands K-8 School: seven (7) hours
7. Cashiers will work at least four (4) hours.

F. ASSOCIATE LIBRARIANS

1. The standard work year for associate librarians will be negotiated annually.
2. The workday will be seven-and-a-half (7.5) continuous hours.
3. Daily elementary library schedule will include one (1) thirty (30) minute library session with each class per week. Additional class sessions may be held with certified employee in attendance.

G. LIBRARY ASSISTANTS

1. The standard work year for Library Assistants will be negotiated annually.
2. The workday will be seven-and-a-half (7.5) continuous hours. For half-time library assistant employees, the hours will be determined within the building by the immediate supervisor and will not exceed eighteen-and-three-quarters (18.75) hours per week.

H. SECRETARIAL/CLERICAL

1. The workday is continuous and is as follows:
ELEMENTARY
 SECRETARY - 200 DAYS - 7.5 HOURS

MIDDLE SCHOOL
 SECRETARY - 200 DAYS - 7.5 HOURS
 SECRETARY - 260 DAYS - 7.5 HOURS

HIGH SCHOOLS
 SECRETARY - 200 DAYS - 8 HOURS
 SECRETARY - 260 DAYS - 8 HOURS

ADMINISTRATIVE OFFICES
 SECRETARY - 200 DAYS - 8 Hours
 SECRETARY - 260 DAYS - 8 Hours

ARTICLE SIX
ASSIGNMENT/TRANSFERS/PROMOTIONS

A. ASSIGNMENTS:

The Superintendent or Designee will assign the work locations of all classified employees through the Human Resource Department.

1. The classified employee will remain in the current contract year assignment for the forthcoming year, unless the classified employee is reassigned or the classified employee requests and is granted a transfer.
2. In the event the classified employee does not remain in the current assignment, for the forthcoming year, the employee will be notified of his/her new assignment as soon as it is known, but no later than two (2) weeks prior to the start of the new contract year.
3. The immediate supervisor will be responsible for the work assignments and supervision of all classified employees and their duties. In no case will anyone other than the immediate supervisor evaluate or discipline a classified employee.
 - a. In the case of custodians, materials management, nutrition services warehouse and PPD, the lead person will delegate the work assignments in coordination with the immediate supervisor.
 - b. In the case of educational assistants, the certified faculty with whom the educational assistant works will, in conjunction with the site supervisor, direct the work of the educational assistant.
 - c. In the case of nutrition services employees, the nutrition services manager will delegate the work assignments in coordination with the Nutrition Services Director and/or Designee.
 - d. In the case of associate librarians, the immediate supervisor will delegate the work assignments.
 - e. In the case of library assistants, the immediate supervisor in coordination with the associate librarian and/or certified librarian will direct the work assignments.
4. Prior to the beginning of the contract year start date, or as soon as possible thereafter, the immediate supervisor and, as applicable, the lead person/manager or certified faculty assigned to work with the classified employee, will meet with the classified staff to discuss each classified employee's job responsibilities (in order to gain a common understanding of roles and duties, which must be within the parameters of the classified employee's job description and the provisions of this Agreement and job analysis).
5. All classified employees will be formally trained for the successful performance of their job assignments and will be supplied with the equipment and supplies needed for the safe and effective performance of their job assignments.
6. The District and CSEC-LC agree that Educational Assistants are hired to assist with instructional support and classroom management, as per their specific job description, in the education of students. Educational Assistants will be utilized for their specific job assignments which includes the following:
 - a. IDEA/ADA compliance requirements;
 - b. Non-clerical campus duties (before, during, and after the student day);

- c. Substitute teaching with the appropriate license. (Educational Assistants may decline to substitute for the teacher except for emergency cases.)

B. REASSIGNMENTS

1. Changes in individual assignments within the same contract year at worksites or within the same district-level departments, may be made for good cause shown, following discussion with the classified employee.
2. When the Human Resource Department determines a reassignment, written notification, including the reasons for the reassignment, will be given to the classified employee immediately following the decision to implement such change.
3. In the case of adverse working conditions, the classified employee may request a reassignment in writing, addressed to a Human Resource Department Administrator.

C. VOLUNTARY TRANSFERS

All transfers of existing staff will be made to facilitate the best educational program for students of the District and the total District programs and needs, with a rational basis in fact, taking into consideration qualifications and seniority.

1. Eligibility and Requests for Interviews – Voluntary Transfers

- a. Classified employees may request a voluntary transfer at any time throughout the year.
- b. Employees that are on a growth plan are not eligible to seek a transfer.
- c. Temporary classified employees are not eligible to seek a transfer.
- d. Requests for voluntary transfers must be submitted on the LCPS transfer form available from the Human Resource Department.
- e. Classified staff seeking lateral transfer to another work location with the same job classification and at the same range may request a voluntary transfer for a position that has been posted.
 - i. Lateral transfers for the Physical Plant Department may be dependent upon the trade involved;
 - ii. Lateral transfers for custodians may be dependent upon the shift requested, i.e., day versus night.

2. Job Postings – Voluntary Transfers

- a. Throughout the contract year, when openings occur, classified employees at the worksite will be notified of the open position through e-mail and a hard copy will be posted at the classified employee's mailbox or a common staff gathering area a minimum of two (2) days prior to posting by the Human Resource Department.
 - i. Interested classified employees will submit written notification expressing interest (e-mail, note, letter), addressed to the immediate worksite supervisor,

within the same two (2) day period and will be considered before the position is posted.

- ii. In the event a request for an assignment change is denied, the employee may schedule a conference with the appropriate immediate supervisor to discuss only what the employee can do to enhance the probability of a future building re-assignment.
- b. If the position is not filled at the worksite vacant positions will be posted internally and externally. Interviews of internal applicants will be conducted.
- c. If the position is not filled internally, interviews of external applicants will be conducted.
- d. The releasing site supervisor may delay approval of a transfer request for ten (10) working days or mutually agreed upon by both immediate supervisors.

3. Selection – Voluntary Transfers

- a. Classified employees requesting a transfer will be assigned prior to rehiring of temporary employees.
- b. In the event that more than one classified employee is equally qualified for the position, seniority will rule.
- c. Voluntary transfer positions will be filled based on the following criteria:
 - i. Licensure
 - ii. Program requirements
 - iii. Interview
 - iv. Job performance evaluation
 - v. Current work site employee
- d. In the event a request for a voluntary 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.

D. INVOLUNTARY TRANSFERS:

All transfers of existing staff will be made to facilitate the best educational program for students of the District and the total District programs and needs, with a rational basis in fact, taking into consideration qualifications and seniority.

1. Involuntary transfers must be approved by the Superintendent/Designee. Returning classified employees being involuntarily transferred will be notified of his/her new assignment as soon as it is known, but no later than two (2) weeks prior to the start of the new contract year.

2. In the event of the need for an involuntary transfer, all classified employees who meet the criteria being addressed will be notified in writing of the availability of such involuntary transfer to include the process and deadline for applying for the transfer.
3. If a classified employee volunteers to transfer, he/she must submit the request in writing on the LCPS transfer form available from the Human Resource Department and submitted to the Human Resource Department within five (5) days of notice of the need for an involuntary transfer.
4. If more than one classified employee who meets the qualifications offers to transfer, the most senior classified employee will be selected. For positions eliminated, the classified employee affected will have first choice of positions available.
5. In the event that there are no volunteers for the involuntary transfer, inverse seniority will control.
6. Notice of an involuntary transfer will be given by the classified employee's immediate supervisor following prior discussion with the classified employee. The reason for the involuntary transfer will be provided to the classified employee in writing.
7. A list of open positions for which an involuntarily transferred classified employee qualifies will be provided to the classified employee.
 - a. The involuntarily transferred classified employee will be provided the opportunity to request the positions in order of preference, and the District will make every effort to assign the classified employee accordingly. If more than one (1) classified employee requests a position, seniority will be the deciding factor.
 - b. Such assignment will be equivalent and must not involve a reduction in pay unless the classified employee chooses a position, which pays less as a result of a work shift pay schedule.

E. DISPLACED CLASSIFIED EMPLOYEES

1. In the event of reduction of the number of classified employee positions, displaced classified employees will be placed first. Displaced employees will be assigned prior to classified employees requesting transfer, employees returning from extended leave, the rehiring of temporary employees and the hiring of new employees.
2. They will receive a list of all open positions for which they qualify and will prioritize the assignments according to their preference.
3. The District will make every attempt to place the classified employee in one of his/her listed choices according to their preference. If an in-building opening occurs, related to the displaced employee process, the provisions in Article Seven D will apply. In the event more than one classified employee qualifies for a position, seniority will rule. Classified employees will not be on the displaced list two consecutive years.

G. PROMOTIONS

1. A classified employee must submit an application when seeking change in range and/or job classification.

2. A classified employee applying for promotion to a higher job classification and/or range position, and who meets the minimum qualifications as per the job description, will be considered first for the position. In the event two (2) or more applicants apply, and all things being equal, seniority rules.
3. Unsuccessful candidates may request in writing and will be granted a meeting with the immediate supervisor at which the immediate supervisor will provide the employee with suggestions for ways in which the employee can improve his/her skills in order to increase the likelihood of future promotion.

ARTICLE SEVEN
VACANCY POSTINGS

- A. Notice of approved vacancies and call for applications for positions within the bargaining unit will be made within five (5) working days as such approved vacancies develop. The notice will include the minimum requirements, varying descriptions, any application restrictions and the deadline for submission of applications. Approved vacancies will be available on the District's web site at www.lcps.net and at each work site in a location frequented by classified employees. Each employee will have access to a computer at each work site in order to access the District's job vacancy postings.
- B. Applications for positions will be submitted to the Human Resources Department through the online job application system available on the District web site prior to the job closing date and time. Applications for the positions posted will be only for the positions advertised.
- C. Following notification of the successful applicant, interviewees will be contacted within ten (10) working days.
- D. When openings occur, classified employees at the worksite will be notified of the open position through e-mail and a hard copy will be posted at the classified employee's mailbox or a common staff gathering area a minimum of two (2) working days prior to posting by Human Resources. Once a position is posted by the Human Resources Department, the interview process will be followed unless otherwise determined by the Superintendent/Designee.
- E. A description of all positions for summer school will be advertised each year by April 1. Successful applicants will be notified as soon as possible prior to the end of the regular school year. Positions will be offered contingent upon student enrollments and available funds.

ARTICLE EIGHT JOB PERFORMANCE

At the beginning of each contract year, classified employees will receive the "Right of Representation Form" which informs them of their right to representation pursuant to the Weingarten Rights. This signed form will be maintained at the work site, and a copy will be given to the classified employee. Throughout the evaluation process, the classified employee will be notified of the specific purpose of the meeting. The classified employee will have the opportunity to invite only a CSEC-LC representative of their choice. Once the classified employee requests representation, action will not be taken until a CSEC-LC Representative is present, not to exceed a forty-eight (48) hour period or upon a mutually agreed time. The classified employee will be given a subsequent meeting form at each meeting to sign, and a copy will be given to the classified employee.

- A. The purpose of staff evaluation is continuous maintenance and improvement of skills and job performance for the educational environment of students. The evaluation process is designed to be a collaborative process between the classified employee and the immediate supervisor to assess the classified employee's work performance and to provide encouragement, support, and suggestions for maximum professional growth. The evaluation process will also include recognition for outstanding performance.
1. Classified employees will be formally evaluated annually in writing.
 2. Evaluations shall reflect job performance during a contract year's period of time. Should an isolated incidents(s) or circumstance(s) related to a classified employee's job performance occur after the annual evaluation has been completed, the steps in Section I will be followed.
 3. Classified employees may request to be observed in addition to their required evaluation cycle.
 4. Evaluators of classified employees must review the current agreement and have completed a documented training in supervision and evaluation.
 5. All classified employees will have electronic access to their job description and job analysis, evaluation and all applicable forms, and the current Agreement through the District website, www.lcps.net.
- B. Within ten (10) working days of the beginning of the contract year, the immediate supervisor and, as applicable, the lead custodian, the lead PPD, nutrition services manager, materials management manager, nutrition services warehouse manager, or certified faculty assigned to work with the classified employee will meet with classified employees to discuss each classified employee's job responsibilities in order to gain a common understanding of roles, duties, and expectations which must be within the parameters of the classified employee's job description and analysis, and the provisions of this Agreement.
- C. By April 1 of each school year, classified employees will be given their completed evaluation report during a meeting with their immediate supervisor. There will not be any unsatisfactory ratings in any area not previously brought to the attention of the classified employee through Article Eight (VIII), Section I.
- D. All monitoring or observation of work performance will be conducted openly and with full knowledge of the classified employee. The immediate supervisor will conference with the classified employee to discuss the results of all observations. Information garnered from any communications or electronic/safety device, or from hearsay or behavior not personally observed or personally investigated by the supervisor, will not be used for evaluation.
1. The immediate supervisor will request input from certified and classified staff having responsibilities for the classified employee's job performance within the bargaining unit, but the immediate supervisor is responsible for making all evaluation decisions and for completing and signing the evaluation form.

- E. Evaluation meetings are confidential between the immediate supervisor and the classified employee. The classified employee will be provided the opportunity to discuss their evaluation with the immediate supervisor.
1. An administrative intern may accompany the immediate supervisor for training purposes, only with the classified employee's explicit permission during the evaluation process with the stipulation that the intern will not under any circumstances have input into the evaluation or retain copies of any evaluation instrument.
 2. A classified employee will not participate in the evaluation meeting of other classified employees.
 3. The supervisor will share the contents with only the classified employee and other administrators on a need-to-know basis.
- F. A copy of the evaluation will be given to the classified employee, signed by both the immediate supervisor and the classified employee.
1. The evaluation will state that the classified employee's signature will verify receipt of the evaluation and may not necessarily indicate that the classified employee is in agreement with the contents.
 2. The classified employee will be informed that he/she will have the opportunity to respond in writing within five (5) working days, and any written response will be attached to the evaluation.
 3. The classified employee will be informed that a copy of the evaluation will be placed in the classified employee's personnel file in the Human Resource Department.
- G. Classified employees will not be given an unsatisfactory job performance rating on an evaluation without being notified in advance both verbally and in writing by their immediate supervisor of the area(s) of concern. Supervisors will immediately discuss the area(s) of concern with the classified employee. The immediate supervisor will be required to complete the following steps:
1. Formal Verbal Counseling: The immediate supervisor's concerns will be discussed only once with the classified employee within five (5) working days from the time the supervisor becomes aware of the concern. The employee will have the opportunity to respond at the meeting. The immediate supervisor will write a summary of the Formal Verbal Counseling meeting and will consist of the following:
 - a. Identification of the cited unacceptable job performance issue(s), date(s), and why the job performance is unacceptable.
 - b. The classified employee will be given written, specific, and measurable recommendations(s) for improvement in the area(s) of concern of the cited job performance issue and a reasonable time frame in which they must be completed.
 - c. The classified employee will be informed that if the cited unacceptable job performance issue is repeated, a meeting will be scheduled, and result in a Written Memo of Concern.
 - d. A copy of the Formal Verbal Counseling meeting summary will be given to the classified employee, signed by both the immediate supervisor and the classified employee. The Formal Verbal Counseling meeting summary will state that the classified employee's signature will verify receipt of the Formal Verbal Counseling meeting summary and may not necessarily indicate that the classified employee is in agreement with the contents.
 - e. The classified employee will be informed that he/she will have the opportunity to respond in writing, without fear of retaliation, within five (5) working days, and any written response will be attached to the Formal Verbal Counseling meeting summary.
 - f. The classified employee will be informed that a copy of the Formal Verbal Counseling meeting summary will be placed in the classified employee's worksite file.

2. Memo of Concern: If the classified employee fails to correct the unacceptable job performance issue identified in the Formal Verbal Counseling meeting summary, a meeting will be held within five (5) working days, and a written Memo of Concern will be issued. The employee will have the opportunity to respond at the meeting. The written Memo of Concern will consist of the following:
 - a. The classified employee's failure to correct the cited unacceptable job performance issue(s); why it continues to be unacceptable; and the cited date(s) of the continued unacceptable job performance issue(s).
 - b. Documented date of the Formal Verbal Counseling.
 - c. Specific and measureable directions for improvement in the area(s) of concern regarding the cited unacceptable job performance issue(s).
 - d. Support for improvement and a reasonable time frame to address the cited unacceptable job performance issue(s);
 - e. The classified employee will be informed that a follow-up meeting will be scheduled to discuss progress;
 - f. The classified employee will be informed if he/she fails to correct the cited unacceptable job performance issue(s), a Professional Growth Plan (PGP) will result.
 - g. A copy of the Memo of Concern will be given to the classified employee, signed by both the immediate supervisor and the classified employee. The Memo of Concern will state that the classified employee's signature will verify receipt of the Memo of Concern and may not necessarily indicate that the classified employee is in agreement with the contents.
 - h. The classified employee will be informed that he/she will have the opportunity to respond in writing without fear of retaliation, within five (5) working days, and any written response will be attached to the Memo of Concern. The classified employee will be informed that a copy of the Memo of Concern will be placed in the classified employee's work site file and placed into the Human Resource Department file.
3. Professional Growth Plan (PGP): If the classified employee fails to correct the cited unacceptable job performance issue(s), a meeting will be scheduled, and a Professional Growth Plan will be issued. The employee will have the opportunity to respond at the meeting. A PGP will not be issued unless the classified employee has received a Memo of Concern about their actions within twelve (12) months of the date of the cited unacceptable job performance issue(s). The PGP will consist of:
 - a. A completed evaluation only in the area(s) of concern in his/her job performance.
 - b. The dates of the Formal Verbal Counseling and Memo of Concern.
 - c. The immediate supervisor and the classified employee will develop a collaboratively designed Professional Growth Plan agreed to by both parties. The immediate supervisor will make a good faith effort to suggest improvement action. It is the classified employee's responsibility to implement the PGP and to meet the goals of the PGP with the immediate supervisor's assistance. The professional growth plan will consist of:
 - i. Specific area(s) of concern/goals to be accomplished.
 - ii. Sufficient timeframe to correct the concerns/goals.
 - iii. Assistance and support to be provided for the classified employee to meet the goals.
 - iv. Measurable evidence of attainment of goals.
 - v. Dates of follow-up meetings.

- d. A copy of the PGP will be given to the classified employee, signed by the classified employee and by the immediate supervisor. The PGP will state that the classified employee's signature will verify receipt of the PGP and may not necessarily indicate that the classified employee is in agreement with the contents.
 - e. The classified employee will be informed that he/she will have the opportunity to respond in writing, without fear of retaliation, within five (5) working days, and any written response will be attached to the PGP.
 - f. The classified employee will be informed that a copy of the PGP will be placed in the classified employee's personnel file in the Human Resource Department.
 - g. Follow-Up Meetings: A written record of all follow-up meetings will be made by the immediate supervisor to document progress. If the goal(s) are not attained, suggestions will be given for improvement on the follow-up form. The immediate supervisor and the classified employee will sign the follow-up meeting written record and a copy will be given to the classified employee.
 - h. At the end of a PGP, the immediate supervisor will document whether the goals of the PGP were achieved. A copy of the signed completed PGP will be given to the classified employee at the final meeting.
 - i. If the goals of the PGP are not met but progress has been made, the classified employee will be granted an extension to meet the remaining goals. The immediate supervisor will make a good faith effort to assist the classified employee in successfully achieving the remaining goals. The PGP will indicate that if the goals of the extended PGP are not met, further disciplinary action may be taken up to and including termination.
- H. Upon signing the third contract, first- and second-year classified employees who have successfully completed the terms of a Professional Growth Plan, may request, and will have, all PGP documentation removed from files both at the worksite and in the Human Resource Department.
- I. A PGP may not be initiated after April 15 of any contract year unless extenuating circumstances exist and approval by a Human Resource Department Administrator. The signature of the Human Resource Department will be necessary on all PGP's initiated after April 15.
- J. The PGP may be carried over to the next contract year and must be reviewed with the classified employee by the 40th day of the following contract year.
- K. A classified employee on a PGP may request a transfer. The classified employee must inform his/her immediate supervisor that he/she is requesting a transfer and must inform in writing potential site supervisors that he/she is on a PGP. The releasing supervisor must provide the PGP to the receiving supervisor within five (5) days of the date of transfer. The receiving supervisor will be responsible for executing the PGP.
- L. Concerns related to job performance that are not brought to the attention of the classified employee may not be considered for employment purposes.
- M. A classified employee may not be recommended for discharge or termination unless the steps outlined in this article are followed. Classified employees will be afforded procedural due process in accordance with NMSA 22A-10-24. When a classified employee is recommended for termination, the CSEC-LC President will be notified via telephone by the Human Resource Department.

ARTICLE NINE
BEHAVIOR AND/OR MISCONDUCT

At the beginning of each contract year, classified employees will receive the "Right of Representation Form" which informs them of their right to representation pursuant to the Weingarten Rights. This signed form will be maintained at the work site, and a copy will be given to the classified employee. Throughout the administrative intervention process, the classified employee will be notified of the specific purpose of the meeting. The classified employee will have the opportunity to invite only a CSEC-LC representative of their choice. Once the classified employee requests representation, action will not be taken until a CSEC-LC representative is present, not to exceed a forty-eight (48) hour period or upon a mutually agreed time. The classified employee will be given a subsequent meeting form at each meeting to sign and a copy will be given to the classified employee.

- A. The purpose of administrative intervention is to resolve problems collaboratively between the classified employee and the immediate supervisor.
- B. Classified employees may only be disciplined for good and just cause.
- C. As soon as there is a concern about the cited unacceptable behavior and/or misconduct of a classified employee, the immediate supervisor will initiate a meeting to discuss with the classified employee the cited unacceptable behavior and/or misconduct.
 1. The immediate supervisor will follow the steps of progressive discipline listed in Section C for each different cited unacceptable behavior and/or misconduct. The Administrative Intervention process will begin again if the reoccurrence of the cited unacceptable behavior and/or misconduct exceeds twelve (12) months.
 2. Concern(s) regarding a classified employee's unacceptable behavior and/or misconduct expressed by an immediate supervisor will be discussed in private and never in the presence of other classified or certified employees, students, parents, members of the public, or at public gatherings. All meetings will be confidential and conducted in a respectful and professional manner.
 - a. Administrators will take necessary steps to ensure a professional working environment. Personal and/or personnel information will not be disclosed, and all information will be kept confidential.
 - b. The District and CSEC-LC agree that intimidation, coercion, harassment, bullying, unequal treatment, retaliation, or any behavior that creates or contributes to an unsafe working environment will not be tolerated.
 3. In the case that the work site and/or District Administrator conducts an investigation about unacceptable behavior and/or misconduct, the classified employee will be informed of the concern immediately. The work site and/or District Administrator will request statements from all parties and witnesses involved in the cited incident.
 4. The classified employee will have the opportunity to request a CSEC-LC representative to be present at all meetings.
 5. At the initial investigation meeting, the classified employee may respond verbally at the meeting. After the completion of the investigation, another meeting will be held with the classified employee to discuss the findings of the investigation. Any corrective action, as outlined in Section H, will be initiated at this meeting. The classified employee will receive a copy of the investigative findings and any summary of corrective action

taken.

6. Any concern related to cited unacceptable behavior and/or misconduct that is not brought to the attention of the classified employee may not be used against the classified employee for employment purposes.
- D. In situations requiring discipline of a classified employee at the worksite, the principles of progressive discipline will apply. The Human Resource Department, at their discretion, may bypass the steps of progressive discipline depending on the unacceptable behavior and/or misconduct.
 - E. Circumstances involving potential legal liability for the District or immediate safety issues may require immediate intervention without following the steps of progressive discipline. This intervention may include a report to the police and/or Administrative Leave.
 - F. When initiating corrective action, the outlined steps will be followed, except in situations of immediate danger or with legal ramifications that require immediate action. In no case does the classified employee waive his/her due process rights or Constitutional Rights.
1. Formal Verbal Counseling: The immediate supervisor's concerns of the cited unacceptable behavior and/or misconduct will be discussed only once with the classified employee within five (5) working days from the time the supervisor becomes aware of the concern. The employee will have the opportunity to respond at the meeting. The immediate supervisor will write a summary of the Formal Verbal Counseling meeting and will consist of the following:
 - a. Identification of the cited behavior and/or misconduct, date(s), and why the behavior and/or misconduct is unacceptable.
 - b. The classified employee will be given written, specific, and measurable recommendation(s) for improvement in the area(s) of concern of the cited unacceptable behavior and/or misconduct, and a reasonable timeframe in which they must be completed.
 - c. The classified employee will be informed that if the cited unacceptable behavior and/or misconduct is repeated, a meeting will be scheduled, and result in a Written Memo of Concern.
 - d. A copy of the Formal Verbal Counseling meeting summary will be given to the classified employee, signed by both the immediate supervisor and the classified employee. The Formal Verbal Counseling meeting summary will state the classified employee's signature will verify receipt of the Formal Verbal Counseling meeting summary and may not necessarily indicate that the classified employee is in agreement with the contents.
 - e. The classified employee will be informed that he/she will have the opportunity to respond in writing, without fear of retaliation, within five (5) working days, and any written response will be attached to the Formal Verbal Counseling meeting summary.
 - f. The classified employee will be informed that a copy of the Formal Verbal Counseling meeting summary will be placed in the classified employee's worksite file.
 2. Written Memo of Concern: If the classified employee fails to correct the cited unacceptable behavior and/or misconduct identified in the Formal Verbal Counseling meeting summary, a meeting will be held within five (5) working days, and a written Memo of Concern will be issued. The employee will have the opportunity to respond at the meeting. The written Memo of Concern will consist of the following:

- a. The classified employee's failure to correct the cited unacceptable behavior and/or misconduct; why it continues to be unacceptable; and the cited date(s) of the continued unacceptable behavior and/or misconduct issues.
 - b. Documented date of the Formal Verbal Counseling.
 - c. Specific and measureable directions for improvement in the area(s) of concern regarding the cited unacceptable behavior and/or misconduct.
 - d. Support for improvement and a reasonable timeframe to address the cited unacceptable behavior and/or misconduct.
 - e. The classified employee will be informed that a follow-up meeting will be scheduled to discuss progress.
 - f. The classified employee will be informed that if he/she fails to correct the cited unacceptable behavior and/or misconduct, a Letter of Reprimand will result.
 - g. A copy of the Memo of Concern will be given to the classified employee, signed by both the immediate supervisor and the classified employee. The Memo of Concern will state that the classified employee's signature will verify receipt of the Memo of Concern and may not necessarily indicate that the classified employee is in agreement with the contents.
 - h. The classified employee will be informed that he/she will have the opportunity to respond in writing, without fear of retaliation, within five (5) working days, and any written response will be attached to the Memo of Concern.
 - i. The classified employee will be informed that a copy of the Memo of Concern will be placed in the classified employee's work site file and placed into the Human Resource Department file.
3. Letter of Reprimand: If the classified employee fails to correct the cited unacceptable behavior and/or misconduct, a meeting will be scheduled, and a written Letter of Reprimand will be issued. A Letter of Reprimand will not be issued unless the classified employee has received a written Memo of Concern about their actions within twelve (12) months of the date of the cited unacceptable behavior and/or misconduct. The employee will have the opportunity to respond at the meeting. The Letter of Reprimand will consist of:
- a. The failure to correct the previously identified unacceptable behavior and/or misconduct.
 - b. The dates of the Formal Verbal Counseling and Memo of Concern.
 - c. The applicable LCPS School Board Policy and/or article of the CSEC-LC/LCPS Collective Bargaining Agreement, and a statement detailing how the policy and/or article prohibits the cited unacceptable behavior and/or misconduct.
 - d. Worksite and District expectations.
 - e. Failure to comply with these expectations may lead to further disciplinary action, up to and including, termination of employment.
 - f. A copy of the Letter of Reprimand will be given to the classified employee, signed by both the immediate supervisor and the classified employee. The Letter of Reprimand will state that the classified employee's signature will verify receipt of the Letter of Reprimand and may not necessarily indicate that the classified employee is in agreement with the contents.

- g. The classified employee will be informed that he/she has five (5) working days to respond in writing, without fear of retaliation, to the Letter of Reprimand, and any written response will be attached to the Letter of Reprimand.
 - h. The classified employee will be informed that a copy of the Letter of Reprimand will be placed in the classified employee's personnel file in the Human Resource Department.
4. Administrative Leave: A classified employee will be placed on administrative leave if the actions of the classified employee pose an immediate danger or if the classified employee is accused of a crime against students, staff, or others within the work place or outside the workplace, or if the action impacts the work environment and/or the education process. The following procedures will be followed when placing a classified employee on administrative leave:
- a. Upon notification, a Human Resource Department designee will determine if the administrative leave is warranted. Prior to the Human Resource Department designee's meeting with the classified employee for the purpose of placing the classified employee on administrative leave, the CSEC-LC President/designee will be notified via telephone to ensure the availability of representation at the meeting.
 - b. The Human Resource Department designee will notify the classified employee of the meeting, the specific purpose for the meeting, and the classified employee's right to CSEC-LC representation pursuant to Weingarten Rights. At that time, the classified employee will be given a written form, indicating the classified employee's request/refusal of representation. The classified employee will be given a copy of the signed form.
 - c. At the meeting, the classified employee will be informed verbally and in writing of allegations, rights, and responsibilities. Reason(s) for classified employees being placed on leave will be explained to the classified employee, including dates and circumstances of any incidents relevant to the actions taken.
 - d. In the case of alleged criminal activity, the classified employee will be given the opportunity to assert his/her Garrity Rights, and the meeting will not take place until a CSEC-LC representative is present.
 - e. The classified employee will be relieved of all duties and responsibilities and will remain on administrative leave with pay pending the outcome of the investigation. The classified employee will turn in keys, pass cards, name badges, and all item(s) the District deems necessary.
 - f. A confidential investigation conducted by a Human Resource Department designee will be initiated within five (5) working days upon placing a classified employee on administrative leave. The classified employee's statement of the circumstances will be included in the investigation file. Upon request by the classified employee or the classified employee's CSEC-LC representative, a status report will be provided to the classified employee or the classified employee's CSEC-LC representative.
 - g. After the completion of the investigation, a meeting will be held with the classified employee to discuss the findings. If the investigation findings do not substantiate the allegation(s), all documentation relating to the complaint will be expunged from the classified employee's personnel file located in the Human Resource Department.
 - h. A copy of the investigation findings will be provided to the classified employee, and the CSEC-LC President/designee within five (5) working days of the conclusion of the investigation.
 - i. At such time the Human Resource Department designee determines the reasons for placing the classified employee on administrative leave are no longer valid, the

classified employee will be returned to the position held prior to being placed on administrative leave or to an equivalent position in the District. The classified employee will be considered for an administrative transfer if a position is available for which he/she qualifies.

- j. The classified employee will be granted any improvement in salary and/or other terms and conditions of employment which would have been afforded to the classified employee had the classified employee not been placed on administrative leave.
 - k. Student(s) involved in allegations(s) against the classified employee will be removed from the classified employee's responsibility. Alternative placement will be discussed in the event of conflicting program requirements.
 - l. If the investigation report recommends disciplinary action, such action may include administrative leave without pay, termination, and/or discharge of employment. All classified employees will be afforded procedural due process as defined in NMSA 22-10A-24.
5. Administrative Leave Medical: Upon determination by Human Resource Department designee that a classified employee is to be placed on administrative leave with pay for the purpose of obtaining medical information as to their fitness to perform their essential job functions, the following steps will be followed:
- a. A Human Resource Department designee will meet with the classified employee to place the classified employee on administrative leave. Prior to the meeting, the CSEC-LC President/designee will be notified via telephone. Prior to placing a classified employee on administrative leave for the purpose of obtaining medical information as to his/her fitness to perform his/her essential job functions, other options will be considered (i.e. mentoring, modeling, training, stress management, referral to the Employee Assistance Program), unless the classified employee is a danger to him/herself or others.
 - b. An investigation of the alleged unacceptable behavior and/or misconduct must be completed by the Human Resource Department designee.
 - c. The investigating Human Resource Department designee must document the cited unacceptable behavior and/or misconduct. The documentation must include the time frame, date, location, and specific unacceptable behavior and/or misconduct observed. A copy will be provided to the classified employee and a Human Resource Department designee, who in turn will provide a copy to a medical professional (psychologist or psychiatrist). The classified employee will sign a release of information form.
 - d. The District agrees to pay for the services of the medical professional. The classified employee will be provided a list of at least four names of medical professionals to choose from.
 - e. The classified employee has the right to consult with his/her own medical professional at his/her own expense. The medical professional will evaluate the classified employee based on the documentation provided to him/her by a Human Resource Department designee. The evaluation must be considered in determining the classified employee's ability to return to work.
 - f. A conference will be held between the Human Resource Department designee, the classified employee, and the classified employee's representative to discuss the results of the evaluation(s).
 - g. If it is determined that the classified employee needs medical/psychological assistance, the District, in collaboration with the classified employee, will develop a

memorandum to the classified employee outlining the steps the classified employee must take when returning to work.

- h. The classified employee will be granted any improvement in salary and/or other terms and conditions of employment that would have been afforded to the classified employee if he/she had not been placed on administrative leave.
- i. In the event the classified employee is deemed fit for duty, all related documentation will be given to the classified employee and a copy will remain in a confidential and secure file in the Human Resource Department designee's office.

6. Termination or Discharge:

- a. When a classified employee is recommended for termination or discharge, the CSEC-LC President will be notified via telephone by the Human Resource Department.
- b. Non-probationary classified employees will be afforded procedural due process in compliance with NMSA 22-10A-24.
- c. Classified probationary employees may request the reasons for termination, within five (5) working days, in accordance with NMSA 22-10A-24.

ARTICLE TEN
CSEC-LC RIGHTS AND RESPONSIBILITIES

- A. All rights granted to CSEC-LC as the exclusive representative for classified employees and may not be granted to another labor organization.
- B. CSEC-LC will be provided the opportunity to make announcements at faculty/staff meetings and all new employee orientations. CSEC-LC may also provide an information letter and packet of information to new and current classified employees regarding CSEC-LC's role as the exclusive representative for all classified employees.
- C. CSEC-LC may hold voluntary meetings for the work site classified employees before or after the workday or during the classified employee's non-duty lunch period provided such meetings do not coincide with staff meetings at which attendance of classified employees is required. Building usage form will not be required for these meetings.
- D. CSEC-LC may hold meetings for district-wide classified employees at work sites after work hours provided a building usage form is submitted and such meetings do not conflict with previously scheduled events as determined by the immediate supervisor. Custodial charges may be assessed if necessary, however, there will be no charge for the use of the meeting room.
- E. CSEC-LC representatives designated at each work site will have the right to bring matters related to CSEC-LC rights or the administration of this Agreement to the attention of the immediate supervisor without fear of reprisal.
- F. Representatives of CSEC-LC will be able to visit work sites and transact official CSEC-LC business, provided the visit does not occur during the classified employee's assigned duties. CSEC-LC representatives will inform the site supervisor either verbally at the time of the visit, by letter or e-mail stating the purpose of the meeting.
- G. CSEC-LC may use the inter-school mail service, worksite mailboxes, e-mail and bulletin board space in areas frequented by classified employees subject to the following:
 - a. All materials must contain the date of the posting or distribution and the identification of CSEC-LC.
 - b. A copy of all postings and distributions will be provided to the site supervisor.
 - c. The distribution of material will be made by a CSEC-LC representative or site representative. In the event CSEC-LC does not have a representative or site representative, the CSEC-LC President may authorize an individual(s) to make the distribution.

- d. The District will establish an email CSEC-LC membership distribution list, which can be updated at CSEC-LC's request (4) four times during the school year.
- H. The District and CSEC-LC in an effort to continue to foster a collegial community, will collaboratively plan a New Employee Orientation before the start of the new contractual year. The CSEC-LC President will be afforded the opportunity to welcome the new employees.
- I. CSEC-LC may take up to forty-five (45) days of job related business for CSEC-LC business, affiliate (NEA, NEA-NM, AFT, AFT-NM) meetings, conventions, professional development, trainings, legislature training and lobbying. Such leave will be requested by the classified employee, with the approval of CSEC-LC President and through the immediate supervisor. The classified employees will follow the District procedures in requesting and reporting the leave.
 - a. The District will provide a substitute if requested.
 - b. When the District administration and CSEC-LC representatives participate in a joint activity, (i.e., Memorandum of Understanding (MOU) Committee meeting, District Committee meetings, Collective Bargaining Negotiations) CSEC-LC job related business days will not be deducted.
 - c. If needed, the CSEC-LC President will submit in writing to the Superintendent a request for additional CSEC-LC leave days.
- J. The CSEC-LC President and the Superintendent/Designee will meet once a month at mutually agreed upon times and locations to review and discuss concerns and issues.
- K. The CSEC-LC President/Designee will, upon request, be furnished the following information by the Human Resources Department:
 - a. A full classified bargaining unit distribution list, provided to the CSEC-LC President/Designee. The list shall include all classified employees within the same unit as of the September 15 and February 15 payrolls, in alphabetical order by name, position, work site, date of hire, salary, total contract days and any differential on an electronically transmitted Excel spreadsheet. Addresses, district e-mail addresses and phone numbers will also be provided unless an individual classified employee requests that information not be released.
 - b. A "CSEC-LC Members" e-mail user group and a "CSEC-LC Bargaining Unit" e-mail user group which will be kept updated by the District. The user groups shall include all classified employees within the unit as of the September 15 and February 15 payrolls.

- c. Financial data prepared in the spring for budget consideration for the following year including enrollment projections, anticipated revenue and other financial data will be provided to the Board's budget committee. Tentative and final operational budgets will also be made available following the District's receipt of such documents. CSEC-LC will also be provided with an electronic copy of all current salary schedules (unprotected Excel spreadsheet). CSEC-LC may request and receive other financial information to assist in the understanding of district proposals and in the formulation of CSEC-LC proposals. All of the above will be provided both electronically, if available, and in hard copy format as soon as possible and upon request by CSEC-LC.
- L. The following information will be maintained and available on the LCPS website:
- a. An electronic copy of the Board agenda and minutes, minutes of previous meetings and non-confidential attachments to the agenda at the time made available to the Board.
 - b. An electronic listing of all new hires, transfers to new assignments and/or worksites, resignations and retirements on a monthly basis sent to the President and membership chair.
 - c. A copy of all District vacancy postings as they occur.
 - d. A copy of proposed Board policies and procedures prior to the adoption by the Board.
- M. The District may schedule mandatory in-service meetings for classified employees. These meetings will be held during the workday. Classified employees will be paid for attendance at in-service meetings held after the workday at their hourly rate. A classified employee's refusal to perform work, duty or attend meetings of any kind beyond his or her normal work hours and/or work year will not be reflected in the classified employee's evaluation and/or personnel file and will not subject the classified employee to any coercion or disciplinary action of any kind.
- N. Dues Deduction
- a. The District agrees to deduct from the wages of bargaining unit employees the membership fees and dues deductions that will not include penalties or fines of any kind, per pay periods.
 - b. The amount of the dues deduction to be made from each classified employee's wages will be certified in writing by the Treasurer of CSEC-LC.

- c. If CSEC-LC dues are changed, the District agrees to affect such changes in deduction at least ten (10) days prior to the following pay period upon receipt of a written notice from the Treasurer of CSEC-LC.
- d. CSEC-LC will submit to the District Finance Department by June 15, the necessary classified employee information (names, ID numbers and total annual dues amount) for dues deductions to begin with the July 15 paycheck and to continue through the last paycheck due to the classified employee. Balanced calendar schools' dues deductions begin with the July 15 paycheck and continue through the last paycheck to the classified employee.
- e. CSEC-LC will submit electronically an alphabetic copy of the list identifying the members' names, ID number and total amounts of the dues to be deducted, to the Finance Department. Any error will be rectified by CSEC-LC.
- f. Any dues deducted in error will be refunded to the employee by CSEC-LC unless the error is the fault of the District.
- g. CSEC-LC will submit electronically a listing of new classified employee members with total payroll deductions who have joined since June 15 of each year at least ten (10) working days prior to the following pay period.
- h. Authorization for any classified employee's dues deductions will be submitted to the finance department by e-mail at least ten (10) working days prior the payroll date from which the deductions are to commence.
- i. Dues deductions may be discontinued or revoked by the classified employee by filing a written notice of discontinuance with the Treasurer of CSEC-LC and signed by the classified employee. The Treasurer of CSEC-LC will then submit a copy to the district payroll department. Such cancellation must be received by the District Payroll Department as stipulated in the classified employee's membership authorization form.
- j. In the case that a classified employee contacts the district payroll department requesting to discontinue CSEC-LC membership, the classified employee will be told to contact CSEC-LC Treasurer. In no case will the District discontinue a membership without written authorization from CSEC-LC Treasurer.
- k. In the event a classified employee resigns, leaves the bargaining unit or goes on an extended leave without pay, the annual dues owed to CSEC-LC will be deducted from the classified employee's final paycheck in accordance with the authorized membership form.
- l. CSEC-LC agrees to render the Board harmless for any actions resulting from compliance with this provision of the Agreement and assumes total responsibility for the disposition of the funds so deducted once the funds have been received by the Treasurer of CSEC-LC.

ARTICLE ELEVEN
MANAGEMENT RIGHTS AND RESPONSIBILITIES

The District retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Mexico and federal laws. Such rights include, but are not limited to, the following:

1. Direct the work of, hire, promote, lay off, assign, evaluate, transfer, suspend, discharge, and terminate bargaining unit employees.
2. Determine qualifications for employment and the nature and content of personnel examinations.
3. Take action as may be necessary to carry out the mission of the District in emergencies.
4. The District retains all rights not specifically limited by this Agreement or by the New Mexico Public Employee Bargaining Act.

ARTICLE TWELVE
LEAVES

A. GENERAL INFORMATION

a. The immediate family of an employee is the spouse, domestic partner, child, grandchild, parent, sister, brother, niece, nephew, aunt, uncle, godchild, grandparent, grandparent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, a person who served as the guardian for the employee prior to the employee becoming an adult, and others who reside in the same household with the employee.

b. All leaves have specific requirements

c. All leaves will be requested through and approved by the immediate supervisor unless otherwise provided herein.

d. All leaves are based upon the number of hours in the employee workday. Leave is reported in number of hours taken.

e. An employee may remain in the District's group health insurance program by paying one hundred percent of the premiums of such benefits while on approved extended leave or the employee's share of the premiums as provided by law. Premium payments must be made at the time specified by the Human Resources Department. Failure to make payment will cause termination of benefits.

f. Employees employed for less than a full year or on a part-time basis shall have their leave accrual prorated.

g. Earned leave may be used provided the employee is on paid duty status.

h. Immediate supervisors will oversee absences to determine if a pattern of absences or a frequency of absences is occurring. The immediate supervisor may discuss any concerns related to these absences with the employee. Inappropriate use of any leave may be cause for disciplinary action, up to, and including, discharge or termination.

B. SICK LEAVE

- a. Employees shall earn sick leave at the rate of approximately one (1) day per month. The total amount of accrual of sick leave for the entire year shall be posted at the beginning of the employee's employment year. Employees will be docked at their daily rate of pay for each day of unearned leave taken.
- b. Sick leave will be accumulated without limit.

C. PERSONAL LEAVE

- a. Classified Staff, (excluding 12 month employees, see Annual Leave), shall be granted on an annual basis:
 - i. an additional two (2) days of personal leave
 - ii. two (2) personal leave days to be deducted from the employee's salary at the agreed substitute rate of pay.
- b. Any remaining paid personal leave will be added to accumulated sick leave for the following school year. Unpaid personal leave days will not accumulate.
- c. The District recognizes the importance of a meritorious attendance program. To that end, all full-time employees hired on or before July 1 who use five (5) or fewer sick leave days from July 1 to June 30 will be awarded one (1) additional paid personal leave day. This paid personal leave day may not accrue and must be used in the subsequent school year.

D. SICK LEAVE BANK

PURPOSE: The Las Cruces Public Schools (LCPS) Sick Leave Bank (SLB) is a benefit to its employees to enable employees to care for themselves, their spouse, domestic partner, legal children, parents/legal guardian and parents-in-law.

1. ELIGIBILITY:

- a. Employees who have completed 12 consecutive months of employment with LCPS are eligible for enrollment in the sick leave bank.
- b. Employees who are new to the district will not be eligible for enrollment to the sick leave bank, until they have completed 12 consecutive months of employment with the LCPS.
- c. Former LCPS employees who return to work and are in good standing with the sick leave bank will resume their membership in the sick leave bank after sixty (60) work days without donating an additional two (2) days to the sick leave bank. If a returning employee left owing days to the bank, they will resume paying days back at the set rate upon reemployment.
- d. Part-time employees (.5 FTE or 3.5 hours per day) will be eligible for half of the benefits granted to a full time employee.
- e. Temporary employees and part-time employees who work fewer than 3.5 hours per day are not eligible for benefits from the sick leave bank.

2. CONDITIONS

- a. After being employed for 12 consecutive months, an eligible employee may choose to participate in the sick leave bank by a one-time contribution of two (2) non-refundable days of leave. The enrollment period for employees will begin on July 1st and end on October 1st of each year. Part-time employees (.5 FTE or 3.5 hours per day) may choose to participate in the sick leave bank by a one-time contribution of one (1) non-refundable day of leave.
- b. An eligible employee who is requesting days from the sick leave bank must have five (5) days of paid leave (annual, sick or paid personal accrued leave) in order to apply without a deduction of pay. In the event that an employee does not have five (5) days of paid leave on the books, the employee will be docked at their daily rate of pay between one to five (1 - 5) days, depending on the amount of paid leave the employee has accrued at the time of application to the SLB.
- c. An eligible employee will receive 100% of their daily rate of pay.
- d. Membership is optional and a member may dis-enroll only during the yearly open enrollment period beginning on July 1st and ending on October 1st of each year.
- e. Leave may be taken intermittently for extended treatment only when stated in the physician statement plan of treatment.
- f. In terms of pregnancies, requests for SLB benefits related to pre-delivery and post-delivery maternity complications will be considered if the condition requires hospitalization or if the physician has confined the patient to bed. A first unplanned caesarian delivery would be considered a complication.
Exclusions:
 1. Routine pregnancy and delivery whether vaginal or subsequent caesarian section with no pre-natal or post-natal complications.
 2. Caesarian sections scheduled for the employee's convenience, not their health, are not considered a complication.

3. CRITERIA: In order to qualify for leave from the Sick Leave Bank (SLB), employees will meet all of the following:

- a. Current employee of the LCPS.
- b. Eligible member of the Sick Leave Bank.
- c. Employee or their spouse, domestic partner as defined by New Mexico Public Schools Insurance Authority (NMPSIA), legal children, parents/legal guardian and parents-in-law and be experiencing a disability, or serious accident, or a catastrophic physical illness or mental health illness.

A catastrophic illness or injury must meet ALL of the following conditions:

- 1) The condition is sudden, unexpected and of such severity, as certified by a physician, that the individual is under an active treatment plan and unable to perform essential job functions.

- d. Treatment for a catastrophic condition cannot be postponed without substantial risk of harm. Treatment, which does not require immediate attention, should be obtained during the employee's normal non-working period (i.e. winter break, spring break, summer break, etc.). Treatment for a condition, which does not require immediate attention but is scheduled for the employee's convenience, shall not be eligible for benefits from the SLB.
- e. The amount of days required for treatment of a catastrophic illness, as indicated on SLB and/or Family Medical Leave (FML) Forms, or injury must exceed the employee's accrued sick leave, paid personal leave, annual leave and unpaid personal leave. The employee must have exhausted all accrued leave.
 - 1) Mental health illness shall be treated the same as any illness. A mental illness must meet ALL of the following conditions:
 - a. Be under the care of a licensed board certified physician or psychiatrist or a licensed clinical psychologist. Under certain extenuating circumstances, the SLB Review Committee will consider applications where treatment is being provided by:
 - Licensed Independent Social Worker
 - Licensed Professional Clinical Counselor
 - Licensed Clinical Nurse Specialist/Nurse Practitioner
 - b. Participate in an active treatment program
 - c. Submit an application accompanied by a statement from the care provider(s) identified above which includes the therapeutic treatment plan, estimated duration of illness, and estimated date of return to work.

2. PROCESS

- a. Sick Leave Bank applications are available at the Human Resources (HR) Department or on the LCPS website.
- b. Completed applications will be date stamped and initialed by the HR designee. A copy of the submitted application will be provided to the employee.
- c. The employee's accumulated sick, personal, or annual leave will be verified by HR at the time the employee requests days. Once verification of available leave has been made, determination will be made as to how many days are needed, based on a physician's written statement, in increments of twenty (20) days, from the Sick Leave Bank not to exceed 60 days.
- d. In the event more leave is needed after twenty (20) days, applicants must submit documentation including, but not limited to, a new SLB and/or FML form, the therapeutic treatment plan, progress reports, estimated recovery period and date of return to work. This report, based upon the treatment plan at the time of initial application, must be updated every twenty (20) sick leave bank days and the physician's documentation will include any treatment plan changes. Failure to comply may lead to cessation of benefits.

- e. In the event the employee is hospitalized or incapacitated, the Human Resources Department Administrator or Designee will notify the employee or the employee's emergency contact of the need to update documentation for extension.
- f. An employee who is not satisfied with the decision of the District SLB Committee shall have the right to appear before the SLB Committee to request further consideration of their request. A representative of CSEC-LC or NEA-LC may accompany them.
- g. If the employee is not able to appear in person, they may send a designee to appear on their behalf.
- h. The final decision shall be rendered by the District SLB Committee and will not be subject to the grievance procedure.
- i. An employee may return to work with a doctor's consent at any time after sick leave has been granted. Employee must notify HR and provide a doctor's note if there is a change in his/her sick leave usage. Any leave granted by the SLB and not used, will be put back into the SLB with no financial penalty to the employee. An employee returning within the current school year in which he/she took leave from the SLB will have no remaining leave.
- j. An employee utilizing the sick leave bank will reimburse the sick leave bank at a reduction of three (3) days per year of the new school year's allocation until the borrowed days have been returned or employment is terminated. Employees may elect to pay back more than three (3) days. Request to pay back additional days must be made in writing to the finance department.

3. SICK LEAVE BANK (SLB) COMMITTEE RESPONSIBILITIES

- A. Sick leave bank allotments will be decided upon by a three (3) member sick leave bank committee which shall consist of one employee appointed by CSEC-LC, one employee appointed by NEA-LC and an Administrator appointed by the Superintendent.
 - 1. Each committee member will serve a three-year term.
 - 2. SLB committee members will meet semi-monthly and in emergency situations as determined by Human Resources.
 - 3. Alternates may be appointed and utilized as needed.
- B. The District Sick Leave Bank Committee shall review all applications for allotment of days and return a decision within five (5) working days following the District SLB Committee meeting.
- C. Sick leave allotments will be in accordance with the stated criteria and leave will be approved at a rate of twenty (20) days maximum at any one time.

4. FAMILY MEDICAL LEAVE ACT

This Leave Article is in compliance with the Family and Medical Leave Act (FMLA) enacted in 1993.

1. The requirements of the Act entitle eligible employees to take up to twelve (12) weeks of unpaid, job protected leave each year for specified family and medical reasons. To be eligible for FMLA benefits, an employee must have worked for the Board for at least a total of twelve (12) months and at least 1,250 hours over the prior twelve (12) months.
2. An eligible employee is eligible for up to a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:
 - a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
 - b) Because of the placement of a son or daughter with the employee for adoption or foster care.
 - c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter or parent has a serious health condition.
 - d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
3. Spouses employed by the District are jointly entitled to a combined total of twelve (12) workweeks of family leave.
4. Leaves that fall within the FMLA will be credited toward the twelve (12) weeks of entitlement.
5. Accumulated leave is used concurrently toward the twelve (12) weeks of entitlement.

E. EXTENDED LEAVE

An employee who is unable to work because of a personal illness, disability or due to caring for an ailing immediate family member, may request this leave by submitting a letter to the superintendent which includes the probable date of return and be accompanied by a verifying physician's statement. Granted leave shall be for the duration of the illness or disability up to one year without pay. Employees are required to come to the Human Resource Department so the process can be explained to the employee at that time. This leave shall not exceed two (2) years. Before returning, such employees must submit a physician's release to return to work except for caring for an immediate family member.

1. An employee returning from an extended leave must file by certified mail, his/ her intent to return to the District by November 1, when returning for the second

semester, or by April 1, when returning for first semester of the next school year. The district will provide written notification thirty (30) days prior to the deadline to any employee who has not contacted the district of the employee's intent. Failure to notify the district will be considered a resignation on the part of the employee effective at the conclusion of the leave or the school year, whichever comes first.

2. Employees returning to duty from an extended leave will be assigned to a substantially equivalent position to that held by the employee at the commencement of the leave. If the leave period is for one semester or to the end of the school year, the employee shall be returned to the position previously held if it exists or to a substantially equivalent position.

F. ADVANCED STUDY

1. An employee who has been employed with the district for three (3) or more consecutive years immediately preceding the request may request a one year leave of absence for the purpose of advanced study. The advanced study degree must be in the area of education or educational support. The Superintendent or designee will provide the approval of advanced study leave to the employee and said leave will be without pay. The employee will be granted any improvement in salary to which they are entitled based upon additional hours and/or degree(s).
2. Prior to returning to employment to a position as indicated in the letter of leave approval, the employee must provide verification of advanced study by submitting to the Human Resources Department an official transcript indicating the earning of no fewer than nine (9) hours per semester or eighteen (18) hours for one (1) year.
3. In the event advanced study leave is extended a second year, the requirement of semester hours must be met each year of the leave.

G. ANNUAL LEAVE

The District provides annual leave for all twelve (12) month employees. Twelve month employees will be entitled to annual leave paid at the rate of one-and-a-quarter (1.25) days earned per month provided the employee is on active status the majority of the month.

1. Annual leave cannot be earned while the employee is on another leave without pay. Request
2. Annual leave may be accumulated to a maximum of two hundred forty (240) hours.

3. Upon termination, resignation, retirement, or death, the employee will be entitled to and will be paid for accumulated and unused annual leave with a maximum of thirty (30) days.
4. Annual leave will not be granted in advance of the number of days earned.
5. Annual leave must be approved by the immediate supervisor. However, the lead person or manager will provide input if the request for annual leave interferes in the needs of the District. If the annual leave is not approved, the immediate supervisor will provide the reason in writing on the leave request form.
6. Annual leave pay will be prorated for two hundred sixty (260) day part-time classified employees.
7. Should the needs of the District limit the number of periods available for annual leave selection, the District will post notice of such limitation.
8. Annual leave can be applied for at any time.

H. BEREAVEMENT

Classified employees will be provided leave with pay for three (3) consecutive workdays following the death of an immediate family member. Five (5) additional workdays, with pay, will be provided for the death of a classified employee's spouse, domestic partner, child, grandchild or parent. Two (2) additional workdays, with pay, will be provided for the death of a classified employee's spouse, domestic partner, child, grandchild or parent, if requested to the immediate supervisor. In extenuating circumstances, additional days may be granted by the Human Resources Department/Designee to be charged against the classified employee's accrued leave.

I. CSEC-LC Leave

CSEC-LC may take up to forty-five (45) days of job related business for CSEC-LC business, affiliate meetings, conventions, professional development, trainings, legislature training and lobbying.

1. Leave will be requested by the employee, with the approval of CSEC-LC President and through the immediate supervisor. The employee will follow the District's procedures in requesting and reporting leave.
2. The District will provide a substitute if requested.
3. When the District administration and CSEC-LC representatives participate in a joint activity, (i.e. Memorandum of Understanding (MOU) Committee meeting,

District Committee meetings, Collective Bargaining Negotiations) CSEC-LC job related business will not be deducted.

4. If needed, the CSEC-LC President will submit in writing to the Superintendent a request for additional CSEC-LC leave days.

J. FUNERAL

Employees may be excused by their immediate supervisor without loss of pay, for a period up to three (3) hours, to attend funeral services of other than members of the immediate family, provided no substitute is required.

K. IN-DISTRICT ACTIVITIES

CSEC-LC and LCPS believes that parental involvement is beneficial to the student, family, and the District; therefore, the supervisor and the employee will work collaboratively to provide coverage at minimal cost to the district. Employees will not be charged leave for attending In-District activities for their child(ren), grandchild(ren), and child(ren) under their guardianship not to exceed three (3) hours per activity and not exceed fifteen (15) hours per year. This includes but is not limited to, athletic events, student performances, student programs, Individual Education Plan (IEP) meetings, administrator-teacher-, or parent conferences, student registration, awards ceremonies, and graduations. The employee will notify the administrator or designee and follow sign in/out procedures.

L. JURY DUTY/COURT SUBPOENA

1. Leave with pay will be granted where absence from duty is required by a lawful subpoena to testify in a court proceeding, in an administrative hearing or for school related business, where the issue does not involve asserting or protecting one's own interest.
2. Leave with pay will be granted to an employee for appearance in court as a witness, to serve on a jury, or to respond to an official order from another government jurisdiction.
3. Employees shall notify their immediate supervisor of their desire to apply for such leave as soon as possible prior to the date services must be rendered.
4. Employees may not receive compensation from the District and from jury duty/court subpoena leave. However, reimbursement of expenses is permissible. Jury duty compensation will be returned to the employee's site supervisor or the District Finance Office.
5. Classified employees will not be required to report to work when they are scheduled for jury duty with the exception of the orientation day unless the orientation is for the first 8:00 a.m. block. Whenever an employee is required

to report for jury duty but not selected, they will report to their work assignment after being released from jury duty for that day.

M. MILITARY

1. As provided by law, certified employees who are members of an organized unit of the National Guard, Uniformed Services Employment and Reemployment Rights Act (USERRA), or reserve unit of any of the U.S. military branches shall be granted leave in accordance with the law and with their official orders when they are ordered to active duty or training with such organized units.
2. Performing duty, voluntarily or involuntarily, includes: Active duty, active duty for training, and initial active duty for training, inactive duty training such as full-time National Guard duty, absence from work for an examination to determine a person's fitness for any of the above type of duty, funeral honors duty performed by the National Guard or reserve members and duty performed by disaster response personnel.
3. As provided by law, employees who leave their employment to enter the armed forces, voluntarily or involuntarily, have the right to return to their jobs provided certification of satisfactory service and application for reemployment occurs within thirty-one (31) days of separation from active duty. Employees will be placed in their pre-service position or an equivalent assignment and granted any improvement in salary, which would have accrued to them, had they remained in active service with the District.

N. PARENTAL/ADOPTION

1. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires. An employee shall be granted upon request, a one year leave without pay, to begin any time between commencement of a pregnancy and the birth of a child. Requests must be made 30 days in advance of leave except in case of an emergency.
2. An employee shall be entitled upon request, and verification of birth date, to a leave without pay. This leave will begin at any time after the birth or adoption of his/her child and one year thereafter. This leave may be for a period of time up to one year. An extension may be granted upon request for an additional year.
3. The District agrees to adhere to Family Medical Leave Act (FMLA) guidelines regarding paternity leave.

O. POLITICAL

1. Upon request, the Superintendent/Designee may grant an employee unpaid political leave to serve in a part time or full-time government office, board or commission. The Superintendent/Designee may also grant an employee an

extended political leave without pay to campaign for an election. Applications for such leave shall be made to the Superintendent/Designee.

2. Employees appointed or elected to a non-salaried government office, board or commission may be granted political leave with pay. An employee elected to the New Mexico State Legislature will be granted the number of days the Legislature will be in session plus 10 additional days to attend committee meetings outside the Legislative framework.

P. PROFESSIONAL

1. Leave with pay will be granted for approved professional visitation and attendance at job-related meetings, conferences and training services or other activities, which would be beneficial to the work of the employee or to the District.
2. Such leave may or may not involve the reimbursement of expenses, including substitutes, depending upon the mutually agreeable arrangements made prior to the leave.
3. Leave may be granted, not to exceed three (3) days, to a classified employee for the employee's oral, written, or practical examination for job related certification and /or licensure.

Q. PUBLIC SERVICE

1. Classified employees appointed or elected to other than full-time government office, boards or commissions will be granted leave without pay.
2. An employee who is called to serve as a firefighter, on a search and rescue operation, law enforcement duty, or local emergency responders/agencies may be granted leave with pay provided the Superintendent/designee receives documentation of the service. An employee may not receive compensation from the district and from another agency concurrently for performing these duties.

**ARTICLE THIRTEEN
HUMAN RESOURCES PERSONNEL FILES AND WORK SITE FILE**

A. There will be one (1) official file for each Classified Employee which, upon the separation of employment the files, will be retained for fifty-five (55) years and if retiring, three (3) years and will be maintained in the Human Resources Department except for files provided in Article Eighteen (18) of the Grievance Procedure or as required by the Family Medical Leave Act.

B. References provided in confidence will not be subject to inspection by the classified employee.

C. No anonymous, unsigned or unsubstantiated information may be placed in the classified employee's file.

D. The classified employee will be given written notification and the opportunity to review any material or information prior to placement in his/her official file, except information related to routine file maintenance.

1. The classified employee will acknowledge having read these materials by affixing his/her signature on the actual copy/copies to be filed.

2. Any substantiated information or materials which are derogatory to a classified employee's conduct, service, character or personality will not be placed in a classified employee's file unless and until the classified employee has been given the opportunity to examine the information or material. No unsubstantiated derogatory material will be placed in the classified employee's file.

3. The classified employee has the right to respond in writing to anything placed in that classified employee's file and to have such response attached to the material to which the response relates.

E. Classified employees may inspect their official file by appointment with a Human Resources Department Administrator. At the classified employee's option, a representative may accompany the classified employee. In the event the classified employee is unable to review his/her file, the classified employee may designate an individual to conduct such a review by providing that person with a notarized statement to be presented to the Human Resources Administrator. No file will be removed from the Human Resources Department. Copies of materials may be provided to the classified employee at no cost to the employee up to ten (10) copies per fiscal year.

F. When a court of law, arbitrator, or a grievance procedure determines that an evaluation was done improperly, it will be removed with written authorization of the determining authority.

G. No anonymous, unsigned written or verbal complaints other than those involving substantiated safety or legal situations will be used against the employee in any subsequent allegation, investigation, reprimand, discipline, or adverse action. If a person files a complaint regarding the performance or behavior of a classified employee, the complainant will specify in writing the following items:

1. Time frame;
2. Individuals involved in the alleged incident(s);
3. Names of the witnesses to the alleged incidents(s);
4. Location of the alleged incident(s);
5. Detailed description of the alleged incident(s);
6. Grounds on which the complaint is being filed.

H. The Superintendent/Designee, will review written complaints submitted to the District and may determine, depending on the nature of the complaint, to dismiss the complaint or direct the complaint to the appropriate school/district administrator for investigation.

1. Those complaints forwarded to the appropriate school/district administrator will be investigated by the Superintendent/Designee. The classified employee will be interviewed and given the opportunity to submit a statement in writing prior to any other interviews by the District. Investigating administrators/designee will provide a written report to the Human Resources Department and to the employee and/or representative, upon request, as to the outcome of the investigation.
2. The Human Resource Department will then make a determination on any disciplinary action.
3. The classified employee will be notified that they have the right to respond to the complaint and the response will be attached to the complaint.
4. In the case that the complaint is shown to be without merit, the employee will have the option of having the District notify the complainant of the result of the investigation, and will have the option of having a district statement to that effect placed in their file.
5. Any and all materials related to an unsubstantiated accusation will be removed from the classified employee's file and shredded. The classified employee has the right to be present when materials are removed and shredded.
6. The classified employee will have the right to appeal the Human Resources Department's decision to the Superintendent as final review.

I. Classified employees may request in writing that a negative report, that is not part of the evaluation process, be removed from their personnel file after two years from the date of occurrence. Such report will be removed provided no further action relating to the incident has occurred. No report will be removed that involved a substantiated incident regarding safety or legal situations. Classified employee's evaluations will not be considered for removal.

J. Only administrators and school officials on specific need-to-know school business will have access to a classified employee's personnel files. The contents of a classified employee's file will be kept in strictest confidence. The District will comply with all federal, state, or legal requirements regarding all personnel files. The District will maintain a log, which any person viewing a classified employee's file will sign, noting his/her district title and date.

Such log will be kept at the front of the file and any and all persons accessing the file will log in and out.

K. Although the District agrees to protect the confidentiality of personal references, academic credentials, and all other documents related to the classified employee, the District will not establish any separate file containing information about a classified employee that is not available for the classified employee's inspection and copies on request at no expense to the employee.

L. Work Site File

Each immediate supervisor may maintain one (1) single unofficial paper or electronic work site file for each classified employee at the work site. A written document or electronic document will not be kept in the work site file for more than twelve (12) months after the last incident of concern(s), formal documentation, and memo of concern. The contents of this work site file will not be shared outside the classified employee's workplace or with other classified employees and will contain no anonymous or unsigned complaints.

Whenever the immediate supervisor or classified employee leaves the worksite, the contents of the work site file will be shredded and/or deleted in front of the employee with no copies maintained by either party.

**ARTICLE FOURTEEN
REDUCTION-IN-FORCE**

- A. The term Reduction-In-Force (RIF) as used herein refers to reduction of employment status of any classified employee by the District due solely to substantial and unavoidable loss of revenue, decreased enrollment or a decrease or revision of educational programs, and/or reduced number of educational facilities. RIF does not refer to decisions to terminate or the non-renewal of an individual for documented unsatisfactory work performance or insubordination. No bargaining unit positions will be eliminated for any other reason except in a documented financial hardship on the educational program of the District.
- B. The proper certification, qualification and sufficient staff to support a sound and balanced educational program and environment will be maintained pursuant to Educational Standards for New Mexico Schools, of Public Education Rules and Regulations, and/or other authorities which are law or have the force of law to the District.
- C. Seniority, for the purpose of RIF, is defined as years of continuous service with the District as a member of the bargaining unit. When a RIF is necessary and it affects classified employees within the bargaining unit, employees will be terminated in the reverse order of seniority within the job classification title affected.
- D. Partial year and/or half-time employment will be prorated.
 - 1. Leave of absence will not be considered as an interruption of continuous service except that an individual on a leave of absence will not accrue additional seniority while on leave.
 - 2. A seniority list of personnel hired during the last three (3) years, which can be extended as needed, shall be completed by the District and provided to CSEC-LC thirty (30) days prior to the implementation of any RIF.
- E. When seniority is equal, positions on the seniority list will be determined by a drawing. The first person drawn will have more seniority.
- F. In the event the Superintendent deems it necessary to initiate a reduction in the bargaining unit work force, the following conditions will apply:
 - 1. Lay Off
 - a. The Superintendent will determine the number and the type of positions to be affected by the RIF taking into consideration what will have the least impact on the instructional program and the needs of the District and will incorporate all requirements of the Swisher Rule and the Hatch Decision.
 - b. There will be no reduction in bargaining unit position categories during the duration of this agreement.

- c. No classified employee will be RIF'd, nor will there be a reduction in the total number of his/her hours worked, unless all possible steps have been taken, including but not limited to: consideration of attrition, actively sought after volunteers among all classified employees, transfers, non-renewal of probationary classified employees, hiring freezes and temporary employees.
- d. The District will meet with CSEC-LC at least sixty (60) days prior to implementation of the RIF plan to negotiate the impact and process of the plan. Such negotiations will include all information relevant to a determination of the necessity for a Reduction in Force including the reasons for the proposed action, the number and kind of positions affected, the financial impact on the District, and copies of pertinent related documents.
- e. The District will not take final action on any consideration of reduction in force prior to meeting with CSEC-LC to negotiate over any alternatives.
- f. In the event of a RIF, the District will provide written notice to all affected classified employees by certified return receipt letter and regular U.S. Postal Service together with a statement of honorable dismissal and reasons thereof to the last address provided to the District by the classified employee. Any classified employee who is to be RIF'd will be so notified in writing as far in advance of the layoff as possible and in no case fewer than forty-five (45) days before the effective date of the layoff. Such notice will include the date of lay off and the reason for the action.
- g. Reduction in Force will be by inverse seniority. The District will maintain an updated seniority list to be furnished to classified employees and CSEC-LC upon request.

2. Recall Procedure

- a. A RIF'd classified employee will be considered to have recall status for a period of twelve (12) months.
- b. The Superintendent will determine the number and types of positions to be affected by the recall.
- c. The District will offer employment to a person on the recall list who has the proper qualifications, if applicable, for the position available and possesses the most seniority from those available.
- d. Any classified employee selected for recall will be given written notice of the recall by certified return receipt mail and regular U.S. Postal Service to the last address provided to the District by the classified employee. A copy of this article will be enclosed with the District's notice. The classified employee must give written response to the District within fifteen (15) days of receipt of the recall notice.
- e. A classified employee may elect in writing within fifteen (15) days of the receipt of the District's notice to be passed over, in which case, the classified employee retains his/her place on the recall list.
- f. Any classified employee recalled within one (1) year will be entitled to all seniority rights, leave accruals, and other eligible benefits.

- g. If a RIF'd classified employee has been recalled to a position other than that which the classified employee held immediately prior to being RIF'd, the classified employee will have the right to return to the position held at the time of the RIF if said position becomes open within twelve (12) months following the classified employee's recall. A classified employee must, at the time of return to reemployment, indicate in writing the desire to return to the position vacated.
- h. A classified employee who is dismissed due to reduction in force and who becomes qualified for additional position(s) will gain his/her district seniority and any additional qualifications will be added to the seniority list of RIF'd employees. The classified employee will have the responsibility of providing the district documentation of any additional certification, licensure or qualifications.
- i. The classified employee will have the responsibility of providing the district with any changes of address, telephone number, and other contact information.

ARTICLE FIFTEEN INSURANCE

A. INSURANCE PROGRAMS

1. The Board agrees to provide the classified employees through the New Mexico Public Schools Insurance Authority (NMPSIA), programs of medical, dental, vision, life and long-term disability insurance.
 - a. The District's share of insurance premium will be the legally permissible limit.
 - b. If at any time it becomes legally permissible for the District to contribute an amount greater than the statutory limits to the health insurance premium of classified employees, the District and the Union will immediately open negotiations to determine the District's share of employee health insurance premiums.
2. The Board will provide fifty thousand dollars (\$50,000) in basic life insurance at no cost to the classified employees who are actively on paid status and enroll for the coverage.
3. The Board will also provide employees with professional liability insurance in accordance with the provisions of the coverage specified by the New Mexico Public Schools Insurance Authority.
4. The District will adhere to all of NMPSIA's rules and regulations concerning insurance coverage.
5. When a classified employee goes out on Workers' Compensation, Long-term Disability, and/or extended medical leave, insurance benefits will continue until all leave has been exhausted (including any leave days granted from the Sick Leave Bank) at which time the classified employee will have the option to self-pay insurance coverage monthly up to twelve (12) months.
6. Classified employees terminating employment (including lay-off) with the District will have the option to continue insurance coverage under provisions of Consolidated Omnibus Budget Reconciliation Act (COBRA) (for up to eighteen [18] months).

B. WORKERS' COMPENSATION INSURANCE

The District will provide Workers' Compensation for on-the-job injuries in accordance with New Mexico Public Schools Insurance Authority (NMPSIA) requirements. If an accident occurs, the following steps must be followed:

1. If it is an emergency, get medical care first.
2. The classified employee must notify the immediate supervisor/designee immediately. Notification to the Risk Management Office is also required.
3. For the initial visit the classified employee may go to a physician of his/her choice.
4. The physician chosen for medical attention must accept Workers' Compensation Insurance for subsequent visits. This is the classified employee's responsibility. The District retains the right to have classified employees see a different physician after sixty (60) days, if the District deems it necessary.
5. All on the job injuries require reporting and completion of all required forms.
6. The following forms must be submitted to the Risk Management Office within twenty-four (24) hours of injury: Notice of Accident Form (supervisor, immediate supervisor, or administrator must sign-off on this form), Release of Medical Information, Employer's First Report of Injury or Illness, and Workers' Compensation Basic Information. The classified employee may obtain forms at the worksite or the Risk Management Office. All forms must be filled out to process the claim accordingly, even if the injury may not require medical treatment.

7. A Family Medical Leave application must be filled out if the classified employee is going to be out for more than five (5) consecutive days. Any time off from work will be counted toward application of the Family Medical Leave Act.
8. By law, the classified employee has fifteen (15) days to report an accident. After informing the immediate supervisor or school nurse and the Risk Management Office of the accident, Workers' Compensation paperwork must be submitted to the Human Resources Department within twenty-four (24) hours of notice.
9. If there is a need to see a medical physician (not an emergency), indicate the name of the physician providing medical attention. The classified employee is responsible for scheduling appointments and informing the physician that the injury is work-related. All copies of the physicians' recommendations, reports and/or forms are required to be submitted to the classified employee's supervisor and to the Risk Management Office for each medical visit.
10. If work is missed because of a job-related injury, Workers' Compensation will provide indemnity pay at a rate of sixty-six and two-thirds percent (66 2/3% of the classified employee's regular pay based on a twenty-six (26) week-wage history, but only after the seventh (7th) calendar day of lost work. After the twenty-eighth (28th) day of lost work, the classified employee will be paid for the first seven (7) days. In the event that more than seven (7) days of work are missed, all employee personal and annual leave must be used to continue the classified employee's pay from the district at one hundred percent (100%). If out more than seven (7) days and all leave has been exhausted (including any granted Employee Leave Bank days), then Workers' Compensation checks will be received at sixty- six and two-thirds percent (66 2/3%) of the classified employee's regular pay based on the twenty-six (26) week history. Checks will come directly to the Risk Management Office and the classified employee will be called to pick them up.
11. If a classified employee is on Workers' Compensation and has accumulated leave days, the employee will receive one hundred percent (100%) of his/her monthly salary compensations from the District until all leave days have been exhausted. Any Workers' Compensation checks received during that time will be returned to the District for credit of sixty-six and two-thirds percent (66 2/3%) of classified employee leave taken. After exhaustion of all leave days, the classified employee will then receive sixty-six and two-thirds percent (66 2/3%) of their salary from Workers' Compensation.
12. Workers' compensation will pay all of the classified employee's authorized medical expenses.

C. ENROLLMENT

1. To be eligible for insurance coverage, classified employees must work at least fifteen (15) hours per week and work at least three (3) hours each day of the workweek. If a full-time position becomes a job-sharing position, the District will provide insurance benefits for one (1) person only. The job-sharing partners must decide who is eligible for coverage.
2. Classified employees will be accepted in any or all of the District's insurance programs if they enroll no later than thirty-one (31) days from the effective date of employment. Changes regarding insurance coverage are allowable should any qualifying events occur such as: divorce, birth or adoption of a child, marriage, domestic partners, death, etc.
3. During enrollment periods, classified employees will be provided a thorough explanation of the programs and a brochure outlining all of the basic terms and benefits of the program.

D. PREMIUM PAYMENT

1. For employees who elect to participate in an insurance program as provided by the District, the District agrees to contribute the percentage of premium that is legally permissible.
2. Classified employees who choose to participate in the District's insurance program will have contributions deducted from their paychecks.

E. DOMESTIC PARTNER BENEFITS

Las Cruces Public Schools is committed to providing equal employment and educational opportunities to all individuals.

1. General:
Domestic Partners of classified employees, as defined below, and their dependent child(ren) are entitled to the same benefits, as if they were a spouse and/or dependent child(ren) of a classified employee. In order to be a qualified domestic partner or child(ren) of a partner, forms must be completed and submitted to Benefit Services.

F. Domestic Partners:

Las Cruces Public School District defines domestic partners as two (2) individuals who live together in a long-term relationship of indefinite duration. There must be an exclusive mutual commitment similar to that of marriage, in which the partners agree to be financially responsible for each other's welfare and share financial obligations.

G. Qualifying Criteria:

To be recognized as domestic partners by the Las Cruces Public Schools, both individuals must, sign an Affidavit of Domestic Partnership Form (NMPSIA), submit any necessary documentation to the Human Resources Office and meet all the following criteria:

1. Both domestic partners must be legally unmarried in the state of New Mexico.
2. Domestic partners must have been in a mutually exclusive relationship for the last twelve (12) months, intending to do so indefinitely, and must share the same primary residence.
3. Domestic partners must meet the age requirements for marriage in New Mexico and be mentally competent in order to consent to the contract.
4. Domestic partners must not be related by blood to the degree prohibited in a legal marriage in the State of New Mexico.
5. Domestic partners must be jointly responsible for the common welfare of each other and share financial obligations. An Affidavit of Domestic Partnership form (NMPSIA) signed to that effect and proof of two (2) of the following must be submitted to Human.

Resources:

- A joint mortgage or lease
- Joint ownership of a motor vehicle
- Joint bank account
- Joint credit account
- Domestic partner named as beneficiary of the other's retirement benefit
- Domestic partner named as beneficiary of the other's life insurance Domestic partner named as primary beneficiary in the other's will
- Domestic partner assigned durable property or health care power of attorney
- Household/automotive expenses or personal bills shared by both partners at the same residential address

6. Providing false information may result in disciplinary action, dismissal, and/or reimbursement of costs involved in providing benefit coverage.

H. Termination/Discharge of Domestic Partnership:

Individuals granted domestic partnership status must report any change in status that terminates the relationship to Human Resources, within thirty-one (31) calendar days, by completing a Termination of Domestic Partnership form from NMPSIA.

I. Qualifying as a Dependent of Domestic Partner:

The child of a domestic partnership qualifies as an eligible dependent:

- if either of the domestic partners is the biological parent or legal guardian of the child;
- if either or both partners are adoptive parents of the child;
- if the child has been placed in the domestic partner's household as part of an adoptive placement.

J. Services and Benefits:

1. Domestic partners and their dependents shall be granted all and the same services and benefits as those provided to married spouses and their dependents, except where expressly prohibited by law.

2. If the domestic partner (or child(ren) of the domestic partner) does not satisfy the requirements for being a dependent according to Federal IRS code, the district must include the fair market value of the coverage provided to a domestic partner or his/her child as income to the employee; and this additional income is subject to income tax as well as FICA and FUTA taxes.

3. All Las Cruces Public Schools' policies that affect employees, spouses and their families also apply to employees, domestic partners, and their families.

ARTICLE SIXTEEN
SENIORITY, PROBATION AND AUTOMATIC TERMINATION

- A. Seniority will be defined as the length of continuous service with the District. A classified employee's seniority will be comprised of the following periods of time:
 - a. employee's continuous period of employment;
 - b. all periods of leaves of absence that have been approved by the District;
 - c. lay off periods which did not exceed twelve (12) months in duration.

- B. When a classified employee resigns from the District and is re-employed within the following twelve (12) months as a classified employee of the bargaining unit, the classified employee will retain all previous seniority.

- C. A classified employee's employment status with the District will automatically be terminated when the classified employee fails to report to work (job abandonment) or is absent without approved leave for a period of three (3) consecutive days whereby the employee failed to provide notification of the absence to the District or failed to receive approval for the absence except in an emergency or other extenuating circumstances.

- D. A classified employee shall be considered probationary for two (2) consecutive years of employment. During such probationary period, an employee is considered an at-will employee and may be terminated for any reason deemed sufficient by the District. Such termination is not subject to the grievance procedure. Within ten (10) working days following receipt of notice/termination, the probationary employee will, upon written request, be afforded a meeting with the Superintendent or Designee. The employee can be accompanied by a CSEC-LC representative.

**ARTICLE SEVENTEEN
NO STRIKE/NO LOCKOUT PROVISION**

- A. Neither CSEC-LC nor any member of the bargaining unit will engage in a strike. CSEC-LC will not cause, instigate, encourage, or support a strike, walkout or slowdown.
- B. The District will not cause, instigate, or engage in any lockout of employees.
- C. CSEC-LC may apply to the district court for injunctive relief to end a lockout.
- D. The District may apply to the district court to end a strike.
- E. CSEC-LC may be decertified as the exclusive representative for the classified bargaining unit employees for a period of not more than one (1) year, if it is proven that CSEC-LC caused, instigates, encourages, or supports a strike, walkout or slowdown.

ARTICLE EIGHTEEN
GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise. All grievances will be processed as provided herein.
- B. Definitions:
1. "Grievance" is an allegation by an employee, group of employees, or the Union that there has been a violation, misinterpretation or misapplication of a provision(s) of this Agreement or a claim of discrimination affecting an employee or a group of employees.
 2. "Day" will mean workdays as defined by the District's work calendar for the bargaining unit. In filing grievances, appeal, or providing response, the first day to be counted in the grievance procedure will be the day following the act or discovery, receipt of a grievance, or decision.
 3. Term "Immediate supervisor" is the principal, field supervisor, or administrator in charge of the function, staff, or activity at the work site, who directly observes, supervises, evaluates, disciplines, and recommends employment status and is the lowest level administrator having immediate jurisdiction over the grievant and/or has been assigned by the Superintendent to adjust grievances.
 4. "Grievant" or "aggrieved" will mean the employee, group of employees or CSEC-LC.
 5. "Group grievance" is a grievance that involves the same or similar allegations of those employees filing a group grievance and the same supervisor, provided the claim is signed by those individuals in the group grievance.
- C. The grievant will be required to exhaust the grievance procedure set forth in this Article before seeking alternative remedies, where there is a specific method of review by law (i.e., EEOC, HEW, OSHA). An exception to this would occur if timelines for review by law would expire before resolution through the grievance procedure would be reached. Said employees will not be deemed to have waived or otherwise prejudiced any constitutional, statutory or other legal rights they may have.
- D. Employee(s) having a concern that does not fall within the definition of a grievance can discuss the matter with his/her immediate supervisor or with a Human Resources Department Administrator. The employee can be accompanied by a CSEC-LC representative(s) and notification must be provided in advance of scheduling the meeting. The immediate supervisor can also have a representative(s) present.
- E. At all levels of the grievance procedure, an employee can discuss the matter with, and can be accompanied by, a CSEC-LC representative(s) in any meeting at any step in this procedure. The immediate supervisor can also have a representative(s) present at any meeting. CSEC-LC will have the right to make its views known on the grievance at all Levels of the grievance process.

- F. No grievance will be initiated unless the grievant has first attempted to discuss the grievance with the immediate supervisor. Prior to initiating a grievance at the Superintendent Level, an informal conference by the aggrieved and/or representative(s) will take place with the Superintendent.
- G. Nothing contained herein will limit the right of any employee to process a grievance as an individual without representation by CSEC-LC.
- H. When the aggrieved is not represented by CSEC-LC, CSEC-LC will be offered the opportunity to be present, and make its views known at all levels of the procedure.
- I. Any adjustment will not be inconsistent with or in violation of the provisions of this Agreement.
- J. CSEC-LC will have the right to present in writing, its view on a grievance at all levels of the grievance procedure whether or not a CSEC-LC representative accompanied an individual employee or group of employees in a meeting or was asked to represent an individual employee or group of employees. The written views of CSEC-LC will be included in the grievance documentation file referred to in "L" of this article.
- K. If a situation affects a group or class of employees, whether or not any employees have chosen to file a grievance, CSEC-LC may file the grievance within fifteen (15) days of the act or discovery of the act that caused the grievance, at the appropriate Supervisor's Level or, if the appropriate Supervisor does not have the authority to remedy the matter or a supervisor for the issue does not exist, at the Superintendent's level. CSEC-LC has the right to initiate a grievance at the Superintendent's level.
- L. All written materials related to the processing of a grievance will be filed separately from the Human Resource Department personnel files. The name(s) of the grievant will remain confidential.
- M. The District agrees to provide to the aggrieved, all information in its possession or control that is relevant to the issue raised by the grievance upon the initiation of a grievance.
- N. The District will provide CSEC-LC a copy of any written grievance. The distribution of the copies of the grievance will be made by the immediate supervisor receiving the grievance. Grievance appeals and/or responses will be provided to CSEC-LC in the same manner by the responding supervisor. The distribution will occur at the time of the receipt of the grievance, appeal or decision.
- O. The processing of grievances will be accomplished at any time agreed to by the parties of the grievance. The employees participating in a grievance meeting will not bear any loss of pay or leave as a result of this participation.
- P. A grievance will be presented at the Discussion Level if the remedy sought is within the authority of the immediate supervisor. If it is a remedy for which the immediate supervisor has no authority, it will be presented at the Discussion level with the administrator responsible to remedy the grievance.
- Q. The District and CSEC-LC agree that any grievance meetings will be kept informal and that the specific information excluding outcome will remain confidential.
- R. No party will take reprisals on any member of the unit, supervisor or administrator, CSEC-LC representative(s), or other participant in the procedure by reason of such participation.

S. Procedure:

Since it is important that grievances be processed as quickly as possible, the number of workdays indicated at each level will be maximum allowable.

The time lines specified may be extended if mutually agreed to in writing by the parties to the grievance.

The aggrieved must meet with the immediate supervisor at the Discussion Level within ten (10) days of the act or discovery of the act that caused the grievance. An ongoing act can be discussed within ten (10) days of the latest occurrence. If the immediate supervisor does not meet with the aggrieved within five (5) days of the request for the meeting, the aggrieved may proceed by filing the written grievance at the Supervisor Level. The aggrieved must provide to the Department of Human Resources evidence of the supervisor's unwillingness to meet within the specified time.

Failure to file a grievance or appeal a decision within the time limits specified herein will result in the dismissal of the issues.

Failure to submit a decision in writing within the time limits specified herein will cause the grievance to proceed to the next level.

T. Steps of Grievance:

Level I – Discussion at the Immediate Supervisor Level

Prior to filing a written grievance, the classified employee will attempt to meet with the immediate supervisor in an attempt to resolve the issue. The grievance will be identified by the classified employee or CSEC-LC representative and the solution sought discussed. If the matter is not resolved, the classified employee may proceed to the Supervisor Level II of the Grievance Procedure.

Level II – Written at the Immediate Supervisor Level

- a. If the grievance is not settled at the Discussion Level, the aggrieved may, within five (5) workdays, submit a formal written grievance to the immediate supervisor.
- b. The grievance statement will identify the section of the Agreement alleged to have been violated, the administrator/supervisor alleged to have committed the violation, the circumstances involved, the remedy sought, and the date of the alleged act, and the date of the Discussion level meeting, or date of the request to meet if no meeting was held at the Discussion Level.
- c. The immediate supervisor will communicate a written decision within five (5) workdays after receiving the grievance.

Level III – Written at the Deputy Superintendent Level

- a. If not satisfied with the decision at the Supervisor Level, the grievant may, within five (5) days of receipt of the decision, appeal the grievance in writing to the Deputy Superintendent.
- b. Within five (5) days after receipt of the grievance, the Deputy Superintendent or designee shall meet with the grievant and the supervisor involved in the grievance to review the record of the prior steps. Parties to the grievance may be accompanied by representative(s) to the meeting.
- c. The Deputy Superintendent will render a written decision on the grievance within five (5) days following the meeting.

d. If not satisfied with the decision at the Deputy Superintendent Level, the grievant may, within five (5) days of receipt of the decision, appeal the grievance in writing to the Superintendent.

Level IV – Written at Superintendent Level

- a. If not satisfied with the decision at the Supervisor, the grievant may, within five (5) days of receipt of the decision, appeal the grievance in writing to the Superintendent.
- b. Within ten (10) days after receipt of the grievance, the Superintendent or designee shall meet with the grievant and the supervisor involved in the grievance to review the record of the prior steps and other information that may be presented. Parties to the grievance may be accompanied by representative(s) to the meeting.
- b. The Superintendent will render a written decision on the grievance within five (5) days following the meeting.

Prior to filing a grievance at the arbitration level, if both parties agree, the Union and the District may seek a mutually agreed upon person to provide mediation services.

Level V – Written at Arbitration Level

- a. If the aggrieved is not satisfied with the disposition of the grievance at the Superintendent Level, the grievant can within fifteen (15) days submit the grievance to Arbitration by providing written notice to the Superintendent.
- b. Within five (5) days following the appeal to Arbitration, the parties to the grievance will meet to prepare a joint letter to the Federal Mediation and Conciliation Services requesting a list of seven (7) arbitrators.
- c. The parties will strive to mutually agree upon the Arbitrator. If the parties fail to mutually agree upon the Arbitrator, the parties will toss a coin to determine which party will first strike a name from the list of Arbitrators. Each party will alternately strike one (1) name until one (1) name remains. The process of striking names will occur within ten (10) days of receipt of the list by both parties.
- d. The Arbitrator will conduct the hearing in accordance with the Uniform Arbitration Act and the provisions of this agreement. If any question arises whether the grievance is subject to arbitration, such questions will be ruled upon by the arbitrator.
- e. The Arbitrator's decision will be final and binding.
- f. The Arbitrator will have no authority to add to, subtract from or modify the terms of this Agreement, and the Arbitrator will interpret this Agreement in accordance with accepted arbitral standards of contractual interpretation.
- g. The Arbitrator's decision will be in writing and will set forth the Arbitrator's findings of fact, reasoning and conclusion of the issue(s) submitted. The Arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law or which is in violation of the terms and provisions of this agreement. A copy of the award/ruling will be submitted to the Superintendent and CSEC-LC.
- h. All costs of the services of the Arbitration, including, but not limited to per diem expenses, travel and subsistence and the cost of any hearing room will be borne equally by the Board and the aggrieved. All other costs will be borne by the party incurring them. Unless the aggrieved is represented by CSEC-LC, the Board may require that the aggrieved party post the party's share of the expenses in advance of the hearing.
- i. If any party requests a transcript of the proceedings, the party will bear the full costs of the transcript.
- j. The determination of the Arbitrator will be acted as soon as possible but in no case more than thirty (30) calendar days.

ARTICLE NINETEEN PROFESSIONAL ISSUES

The District and CSEC-LC agree that the work environment is based on mutual respect and professionalism. Classified employees will be treated with dignity, respect and professionalism.

A. PROFESSIONAL DEVELOPMENT

1. Recognizing that classified employees and administrators each bring unique perspectives in the endeavor to meet students' and District's needs, the parties agree that collaboration is critical in the decision-making process regarding professional development at each district level: district, site, and department on an ongoing basis. Individual and site needs as well as state and federal requirements will be taken into account when decisions are being collaboratively made.
2. Classified employees will be given opportunities to attend professional development pertaining to their performance responsibilities during their workday. This professional development will be provided on an equitable basis for each employee classification within the unit to include any overtime pay if required. If professional development is offered beyond the classified employee's workday, he/she will be paid at his/her hourly rate of pay. If the professional development is offered outside his/her contract period, a stipend will be paid equal to that of certified staff. The decision not to participate in after duty Professional Development will not be held against a classified employee in any way.
3. Educational Assistants who are expected to support the instruction, assist in testing and/or substitute teach in district mandated programs will be provided professional development.

B. RECOGNITION OF EMPLOYEE'S PROFESSIONALISM AND EXPERTISE

1. It is our goal to educate/service children so that they may become productive citizens. We understand that our guidance and ability to provide choices has a profound effect on reaching the goal of educating productive citizens. All decisions we make will be based on the moral value best exemplified by the decisions and a reflection on how we would view the choice if it were applied to us.
2. A classified employee will avoid using his/her position to exploit or unduly influence a student into engaging in an illegal or immoral act or any other behavior that would subject the employee or student to discipline for misconduct. A classified employee will not knowingly make false or derogatory personal comments about a colleague, although First Amendment protected comments on or off campus are not prohibited.
3. A classified employee will not, when on school property or off campus while representing the school or attending a school function, engage in violent, abusive, indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct which would disturb the peace or the educational process.
4. The District recognizes that classified employees are protected under the First Amendment and must adhere to the State of New Mexico's Code of Ethics and Standards of Professional Conduct.
5. Classified employees will have the freedom to express their personal opinions and/or philosophies, on matters relevant to their professional responsibilities without reprisal or fear of reprisal.
6. Classified employees will have the freedom to support or oppose political or other causes and issues outside the normal classroom activities.

7. A classified employee's personal life will in no way negatively affect his/her status in the District unless it violates the New Mexico Administrative Code 6.60.9.9 (State Statute Standards of Professional Conduct).

C. SHARED LEADERSHIP

Shared leadership is the collaborative process of making decisions which enhance the quality and ownership of the leadership direction taken by the school or worksite administration, certified and classified staff.

1. The staff and immediate supervisor at each worksite will determine how they want to proceed with collaborative, shared leadership, who should be involved and what model of shared leadership they want to pursue.
2. Classified employees will participate on interview committees.
 - a. For classified positions: Majority representation. Whenever possible, that majority consists of employees from the same job category being interviewed.
 - b. For administrative positions: Equal Representation in reference to Certified.
 - c. For certified staff who work directly with classified staff: Equal Representation.
3. Classified employees will participate in faculty/staff meetings and leadership teams at the work site.
4. Shared leadership decisions will comply with the provisions of this Agreement.

ARTICLE TWENTY
WAGES AND ALLOWANCES

GENERAL PROVISIONS

1. Credit for related experience will be given up to five (5) years of experience that is verified by the Director for Human Resources for newly hired employees.
2. Employees may authorize a payroll deduction for automatic deposits, District-approved tax sheltered annuities, United Way and the LCPS Foundation.
3. If at any time an increase in the state equalization fund/formula or through federal funding should be provided to the District, the Board and CSEC-LC will immediately open negotiations to determine an adjustment for increased classified employee wages/salaries. The District will immediately notify CSEC-LC when the above increased funding has been provided to the District so that collective bargaining can commence immediately.
4. The District agrees to deduct from the wages of bargaining unit employees, the membership fees and dues deductions that will not include penalties or fines of anykind.
5. Associate Librarians, Campus Security, Custodians, Educational Assistants, Material Management Employees, Nutrition Services Employees, Nutrition Services Warehouse Employees, Physical Plant Department Employees Secretaries/Clerical, and Technician Employees who reach the top of their salary schedule will not receive a longevity increment until after one year at their top step. The above employees who have been at the top step of their salary schedule for more than one year will receive a longevity increment of one-half of the certified employee's longevity increment.
6. When a classified employee's job performance requires the classified employee to travel between job locations within the contract time or who incur additional travel to conduct District business, the classified employee will utilize a District vehicle for such travel. If a District vehicle is unavailable and the classified employee is required by the District to use a personal automobile between job locations, a mileage allowance will be paid to such classified employee based on the District Mileage Chart and in accordance with the New Mexico Per Diem and Mileage Act.
7. Classified Employees working at a one-half (.5) or more full-time equivalency (F.T.E.) for at least one hundred (100) days of the school year in the Las Cruces Pubic Schools will qualify for a year of experience on the salary schedule.
8. Classified Employees working an entire school year will be paid according to the contract in twenty-four (24) installments on the (15th) and the thirtieth (30th) of each month or in the event the pay date falls on a weekend or holiday, the pay date will be the preceding workday. Classified employees working less than an entire school year will be paid according to this procedure, but with a reduced number of installments.

A. UNIFORM ALLOWANCE

1. Uniforms as outlined below will be provided for designated classified employees at no cost to the classified employee. Uniforms will be issued no later than October 1.
 - a. Campus Security: five (5) pants or shorts or any combination thereof and five (5) shirts also get one (1) raincoat, one (1) winter jacket, one (1) windbreaker, two (2) baseball caps, and one (1) traffic safety vest. Campus Security working night patrol and those that are authorized to carry a firearm, will be issued a Ballistic Vest of Level II or higher and an appropriate flashlight.
 - b. Custodians and Physical Plant Department Employees: six (6) shirts and six (6) pants or jeans and a windbreaker.
 - c. Information Technology Employees
Information Technology Employees will be provided one (1) lightweight jacket. If the jacket is damaged or faded, it will be replaced as soon as possible at no cost to the classified employee.
 - d. Materials Management Employees: six (6) shirts and six (6) pants or jeans or shorts or any combination thereof, and a windbreaker.
 - e. Nutrition Services Employees: two (2) sets of four (4) t-shirts (one set for the beginning of the first semester and one set for the beginning of the second semester), for (4) pants and two (2) aprons. All uniforms will be distributed at the beginning of the school year.

One (1) windbreaker will be provided per kitchen for use by all employees.
Nutrition Services Warehouse: five (5) pants, five (5) shirts, one (1) pair of work gloves, one (1) pair of freezer gloves, one (1) freezer parka, and one (1) freezer bib overalls.
2. As a condition of employment, classified employees will be required to wear their uniforms on the job properly. Failure to wear the approved uniform may be grounds for disciplinary action. Classified employees assume full responsibility for their laundry. If uniforms are damaged or faded, they will be replaced as soon as possible at no cost to the classified employee.
3. When the classified employee resigns, retires or is terminated, they will submit their uniform allowance to their immediate supervisor within two workdays.
4. Whenever the District requests bids for proposals for uniforms, CSEC-LC will appoint the appropriate representatives to be on the selection committee. CSEC-LC will have no fewer than the equal number of administrative members on the committee. Before the District changes the color and style of the uniform, classified employees will be given the opportunity to give their input as to their choice of color and style.

B. CUSTODIANS, INFORMATION TECHNOLOGY, PHYSICAL PLANT DEPARTMENT, MATERIALS MANAGEMENT, AND NUTRITION SERVICES WAREHOUSE

1. Whenever a classified employee is required to report to work after having discharged his or her duties during the standard workday, the classified employee will be guaranteed a minimum of two (2) hours of work including travel time.
2. The District will provide classified employees with specialty tools (e.g.: electric or pneumatic-powered items, diagnostic tools, or tools unique to an item needing repair, basic computer tools, network cable making tools, etc.) that are necessary for the performance of the classified employees' duties
3. The District will provide classified employees with the proper equipment maintained in good working condition. Classified employees will have the proper working equipment on hand at all times to ensure the safe completion of their job responsibilities.
4. Whenever the Lead Person is on approved leave for two (2) or more consecutive days, the immediate supervisor will appoint a substitute lead person and compensate him/her at the rate of an additional two dollars (\$2.00) per hour. When a Custodian, Materials Management, Nutrition Services Warehouse or PPD Lead Person goes on approved leave or if the Lead Person leaves the District, the substitute lead will receive the additional two dollars (\$2.00) per hour from the first day of substituting for the lead.
5. The apprenticeship for any newly hired auto mechanics, carpenters, evaporative cooler technicians, grounds, masons, painters, roofers, and welders will be one(1) year.
6. An annual stipend in the amount of six hundred dollars (\$600.00) will be provided for the following state licensed positions: Electricians, HVAC, ASC Certified Mechanics, Heavy Equipment Operators and Plumbers. An annual stipend in the amount of three hundred dollars (\$300.00) will be provided for state certified positions to specifically include, but not limited to Welder.
7. A stipend in the amount of six hundred dollars (\$600) will be provided for Lead Mechanic replacement/upgrade of Mechanic tools.

C. EDUCATIONAL ASSISTANTS

1. The following salary ranges are identified on the salary schedules:
 - a. Range 1 includes current educational assistants, who have obtained up to thirty-nine (39) credit hours from an accredited university, college or post-secondary institution.

- b. Range 2 includes educational assistants who have obtained forty (40) to fifty-nine (59) credit hours from an accredited university, college or post-secondary institution.
 - c. Range 3 includes educational assistants who have obtained more than sixty (60) credit hours from an accredited university, college or post-secondary institution.
 - d. Range 4 includes educational assistants who have obtained an AA/90+ from an accredited university, college or post-secondary institution.
 - e. Range 5 includes educational assistants who have obtained a Bachelor's degree
2. The Human Resources Department must receive verification of credit hours by submitting an official transcript provided on or before October 1, or within sixty (60) days of employment, in order to grant credit on the salary schedule for the current school year. Transcripts received after this date will be applied to the salary schedule for the following school year.
 3. Educational assistants working at a one-half (.5) or more full-time equivalency (F.T.E.) for at least one hundred (100) days of the school year in the Las Cruces Public Schools will qualify for a year of experience on the salary schedule.
 4. Educational assistants working an entire school year will be paid according to contract in twenty-four (24) installments on the fifteenth (15th) and thirtieth (30th) of each month or in the event the pay date falls on a weekend or holiday, the pay date will be the preceding workday. Educational assistants working less than an entire school year will be paid according to this procedure but with a reduced number of installments.
 5. Educational assistants who work in the summer school program will be paid at one-half (1/2) the rate of the negotiated summer school rate of a certified employee. For summer training, the rate will be nine dollars (\$9.00) per hour.
 6. Educational Assistants who work in after-school programs will be paid at their hourly rate of pay not to exceed forty (40) hours.
 7. Educational Assistants, Health Assistants, and Library Assistants will be allowed to substitute for their current job assignment (i.e., classroom teacher, school nurse, and librarians) Requirements and procedures are as follows:
 - a. Educational Assistants, Health Assistants and Library Assistants will have to apply for a substitute license with the New Mexico Public Education Department at the current fee.
 - b. A minimum of three months' experience in a classroom setting, nurse's office, or library is required for an educational assistant, health assistant, or library assistant to be eligible to substitute for the teacher/school nurse/librarian.
 - c. The immediate supervisor must approve all Educational Assistants, Health Assistants, and Library Assistants substituting and a listing of eligible Assistants by school must be on file with the Human Resources Department each school year in order for payment to occur.
 - d. An Educational Assistant may decline to substitute for the teacher except for emergency cases.
 - e. Educational Assistants, Health Assistants, and Library Assistants will receive substitute pay when utilized as a substitute within their school. Educational Assistants should only be subbing for their own classroom but may be utilized outside of their assigned classroom when there is a substitute shortage or an emergency. Prior to requesting an educational assistant to sub outside of his/her classroom, the school will have exhausted all means to find a substitute (i.e., teachers, long-term subs, Human Resources Department).

- f. Substitute assignments will be on a short-term basis not to exceed fifteen (15) consecutive days and may be extended with prior approval from the Human Resources Department.
- g. In addition to the Assistants' daily rate of pay, payment for substitute services will be forty-two (\$42.00) (go to \$63) dollars per day or twenty-one (\$21.00) (go to \$31.50) dollars per half day.
- h. Payment for substitute services will be prorated for actual time worked provided the Educational Assistant, Health Assistant, or Library Assistant works a minimum of thirty (30) continuous minutes. The substitute services assignments will not be interrupted by replacing the substitute in order to intentionally circumvent the payment to the Assistant for thirty (30) minutes of continuous service, thereby avoiding payment.
- I. A substitute log and timesheet must be submitted to Human Resources in order to be paid.

D. INFORMATION TECHNOLOGY

The following salary ranges are identified on the salary schedule:

- Range 1: Technician Non-Degreed
- Range 2: Technician- Degreed or 3 years of experience as Range 1 with the district.

E. NUTRITION SERVICES EMPLOYEES

1. Nutrition Services Employees who have received School Nutrition Association Certification (SNA) will receive an additional thirty-cents (\$.30) go to (.50) to their hourly wage for three (3) consecutive years provided certification is maintained. At the beginning of the fourth (4th) consecutive year of certification, the rate will increase to fifty-cents (\$.50) go to (\$1.00) to their hourly wage provided certification is maintained. The employee will begin the certification process at year zero (0) if certification lapses.
2. The Human Resources Department must receive verification of School Nutrition Association (SNA) Certification on or before October 1, or within sixty (60) days of employment, in order to grant credit on the salary schedule for the current school year. Verification received after this date will be applied to the salary schedule for the following school year.
3. Whenever the nutrition manager is on approved leave two (2) or more consecutive days, the immediate supervisor will appoint a substitute lead person and compensate him/her at step zero of the manager's range at that site. When a Nutrition Services Manager goes on approved leave, the substitute manager will be compensated at step zero (0) of the manager's range at that work site.

E. CO-CURRICULAR AND EXTRA-CURRICULAR ACTIVITIES

1. Classified employees may volunteer for co-curricular and/or extra-curricular activity positions as listed on the LCPS/NEA-LC Agreement increment schedule. These positions are outside the scope of their regular duties and are in a different capacity as defined by the Fair Labor Standards Act. These positions include but are not limited to club sponsors, coaching, scorekeeper, stadium workers, and ticket takers.
2. To be considered for these positions, the classified employees must meet the qualifications.
3. If any of these co-curricular and/or extra-curricular activities require the classified employee to be present during their regular workday, the employee may be allowed to flex their workday schedule with approval of their immediate supervisor.
4. Current classified employees will be given first consideration for these positions prior to individuals not currently employed by LCPS.

ARTICLE TWENTY-ONE
EXTRA-TIME OR OVERTIME

- A. It is recognized by the parties that the needs of the District may require extra-time or overtime work. The amount of extra-time or overtime and the schedule for working such overtime will be established by the District based on the needs of the District.
- B. All extra-time or overtime will be approved in advance by the Superintendent or the Designee and recorded in writing.
- C. The work schedule will not be altered to avoid paying extra-time or overtime unless the classified employee agrees to such change.
- D. Upon approval, the immediate supervisor or designee will be responsible for the scheduling and implementation of extra-time or overtime assignments. The immediate supervisor or designee will distribute the extra-time or overtime among classified employees equitably and in a rotation basis starting with the most senior employee at the work location. The extra-time or overtime will be recorded by the immediate supervisor or designee and available for review by affected classified employees at any time. Except in an emergency situation, the employees will have the option to decline the extra-time or overtime.
- E. The parties agree that, if such extra-time or overtime needs cannot be met on a voluntary basis, the immediate supervisor or designee will assign overtime duties in reverse seniority order.
- F. Associate Librarians, Educational Assistants, Library Assistants, Nutrition Services Employees and Secretaries/Clerical – whose contractual time is fewer than 40 hours per week, and agree to be assigned to work extra-time beyond their regular contract work day, will be paid their current hourly rate up to forty (40) hours. These classified employees may agree to be given flexible time in lieu of payment. Except in an emergency situation, these employees have a right to opt out of working before and after their contractual time.
- G. For Non-Exempt Salaried Employees working over-time, compensation will be paid pursuant to Federal Fair Labor Standards Act (FLSA).
- H. Overtime compensation will be at the rate of time and one-half (1 1/2) for authorized time worked in excess of forty (40) hours in one (1) workweek and for any work performed on District recognized and published holidays. For any work performed on December 24 (Eve), December 25, December 31 (Eve) and January 1, the pay will be calculated at the double time rate. For overtime calculation, hours worked excludes employee leaves, the work week will be calculated from Monday at 12:01 am to Sunday at 11:59 pm (excluding special work schedules).

ARTICLE TWENTY-TWO
SAFETY AND SUPPORT

- A. It is policy of the District to provide the safest possible working environment. The District will provide working conditions, reporting procedures, investigations, and corrective actions of hazardous or unsafe conditions in compliance with but not limited to applicable state and federal laws and regulations.
- B. Classified employees and the District will observe all health and safety rules, regulations, directives, laws and policies. Classified employees and the District will perform their duties in a safe and healthful manner and in such a way as to not endanger the health or well-being of the students, the public, other employees, and themselves. Classified employees will report in writing any work-related hazardous or unsafe conditions to their supervisor immediately. Classified employees will be provided the proper safety equipment and safety training to perform their assigned jobs. Misuse or non-use of District property, equipment, and supplies may lead to disciplinary action.
- C. The District and CSEC-LC agree that the work environment is based on mutual respect, dignity and professionalism. The District will take necessary steps to insure a safe and professional working environment.
- D. The District will provide safety and communication support for classified employees while engaged in their assigned duties and responsibilities.
 - 1. All classified employees will have intercom/telephone access to the office at all times and in all locations of the school campus.
 - 2. All classified employees on assigned duties will be provided a two-way radio or a school issued cell phone for immediate means of communication to the office and with each other. Amount of radios will be decided by the School Safety Committee and the plan will be fully implemented within the first nine weeks.
 - 3. Classified employees will have key or access card availability for checkout for classroom and/or main building access according to district policy and procedures. If the classified employees lose the access card or it destroyed, it will be replaced at no cost to the employee.
 - 4. Classified employees who are housed outside of the main building will have key or access card availability for the nearest access to the main building.
 - 5. Night custodians are required to leave their keys in the knock box in the custodial office at their school at the end of their shift. No building keys will be taken home with the exception of the lead or day custodian(s).
 - 6. Classified employees will have a designated and suitable work space to complete job duties and responsibilities and a secure space to store personal belongings area-at the work site.
 - 7. Classified employees, with the exception of security guards, but under the authorization of an Administrator, will not be requested or required to search students, a student's possessions or a student's locker/desk.

8. The Board, Superintendent and building-school administrator(s) will support classified employees in their efforts to maintain student discipline in the District, and will promptly respond to all classified employees' request regarding student discipline problems.
9. The classified employee may temporarily dismiss a student from class to the administrator/designee when in the judgment of the employee; the student is seriously disrupting the safety of the instructional program for other students. The classified employee will furnish the administrator/designee at the time of the student's dismissal, written or verbal particulars of the incident.

If requested by the administrator/designee, full particulars of the incident including the efforts that have been made to correct the problem will subsequently be provided to the administrator/designee in writing. The administrator/designee will inform the classified employee of the corrective measures taken within a timely manner.

10. Corporal Punishment, which is defined as any disciplinary action taken by school personnel with the intention of producing physical pain, will not be used as a disciplinary measure in the District. Disciplinary consequences will be aimed toward assisting students in the development of constructive personal and social behavior. Classified employees will deal justly and considerately with each student.

11. Self-Defense or the Defense of Others

- A. Classified employees have the right to use such force as is necessary to protect themselves, students, or other employees from physical injury which they reasonably believe might result from actual or threatened physical attack upon themselves, students, other persons or employees.
- B. No disciplinary action will be taken against a classified employee who acts in self-defense or for the defense of others.

12. Assault (threatening behavior) or Battery (physical contact)

- A. In the event an assault or battery has occurred, the incident is to be reported to the police authority having jurisdiction where the assault or battery occurred. The report should be made by the person involved or if the individual is unable or unwilling to do so, the immediate supervisor or the Superintendent will make the report.
- B. The classified employee will not be charged with leave time or with the cost of substitutes, if necessary, while the classified employee is preparing any required reports, or participating in the investigation of the incident.
- C. Classified Employees who have been the victim of an assault, a battery, or a physical confrontation while acting properly within the scope of their duties will receive, at District expense,

assistance relating to the incident, such as attorney consultation, counseling and paid leave. Any classified employee requesting such assistance must make the request through the Human Resources Department. The District will seek to minimize the financial impact on employees on an individual basis.

D. If the classified employee is unable to return to his/her position, the district will place the classified employee in a position where the classified employee can perform that particular job responsibility and the classified will be compensated at his/her current level of pay.

E. In the event of an assault, battery, physical confrontation or false accusation, the offending student(s) will be removed from the supervision of the classified employee. Alternative placements will be discussed if program requirements are in conflict. The classified employee will have the right to request an administrative transfer.

F. In the event of an altercation between students or a group of students the classified employee will be required to report it to the school authorities immediately.

G. If an administrator or school authority is not available for immediate assistance and the situation involves a safety or health issue, the classified employee may call 911.

13. When an administrator or school employee is provided information that a student or parent is potentially dangerous, employees who are assigned specific contact with the student or potential contact with the student's parents will be so informed. An exception to this notification requirement will occur when the confidentiality is protected under law.

14. When a classified employee reports harassment by a parent, student, District employee or member of the public through email, in person, social media or any other means. Any concerns will be by the work site administrator to include one or more of the following:

- (1) supervised conferences
- (2) removal of the student from the classroom
- (3) restricted access to the campus, refer to district form "Notification of Restriction" x
- (4) other.

15. Administrators, faculty and staff will not discuss information about colleagues and/or students obtained in the course of professional service for other than professional purposes. Administrators will take the necessary steps to insure a professional working environment in which personal and/or personnel information is not disclosed by the administrator's office or by any other district employee.

16. CSEC-LC and the District agree that sexual harassment or any other form of harassment, coercion, intimidation, bullying, retaliation, unequal treatment or any other misconduct that creates a hostile work environment, will not be tolerated. A classified employee has the legal right to raise these issues without fear of reprisal. Allegations of harassment will be promptly investigated.

All allegations will be reported as follows:

- a. All allegations will be resolved at the lowest level possible;

- b. The classified employee completes LCPS form ACA-E1: Report of Staff Harassment, Intimidation, or Bullying to the employee's immediate supervisor;
- c. In the event the classified employee's immediate supervisor is a part to the allegations, the employee may submit LCPS form ACA-E1 to a Human Resources Administrator
- d. The classified employee can request a CSEC-LC representative at all meetings.
- e. A meeting will be held within five (5) working days to review the allegations;
- f. The investigating administrator will initiate an investigation within five (5) working days after meeting with the employee;
- g. A written report of the investigation will be prepared by the investigating administrator summarizing the findings of the investigation and the proposed resolution;
- h. If the resolution proposed by the investigating administrator is not satisfactory to the classified employee, the employee may file a grievance in accordance with Article Eighteen (18) of the CSEC-LC/LCPS Collective Bargaining Agreement.

17. When a classified employee is a victim of bullying, harassment, or intimidation by a student, parent, or member of the public the allegation will be addressed in accordance with LCPS School Board Policy GBK—Staff Concerns/Complaints/Grievances.

18. Should the Administrator(s) discipline, reprimand, or question a classified employee, the meeting will be conducted in a private, confidential respectful and professional manner. The employee has the right to invite a CSEC-LC representative.

19. Administrators will not share classified evaluation or discipline information with other faculty and staff and will only share such information with other administrators on a need-to-know basis for professional reasons.

20. The District will ensure that all classified employees are trained yearly in the techniques of Crisis Prevention Intervention (CPI) appropriate to their assignment.

21. All classified employees are required by law to report to the NM Child Protective Services any suspicions or reports of abuse or neglect.

22. Classified employees will not search any district or school property of another classified employee (i.e., desks, file cabinets, wardrobe cabinets, lockers, vehicles, custodial carts, etc.) that have been assigned to them.

23. Any documents submitted by classified employees to any LCPS Administration Departments will be stamped received by and dated.

- E. The District will provide an ample number of personnel/workforce to maintain and support a safe educational environment. The number of personnel/workforce will be determined by the District.
- F. Classified Employees not in a lead or manager position will not be asked to monitor the job performance, behavior and/or conduct of another classified employee.
- G. Classified employees who agree to and are properly trained by the site nurse and under their supervision will dispense medication.
- H. Classified employees will be protected under the federal and state Whistleblower laws.
- I. A classified employee who is transferred or placed on administrative and/or medical leave; personal items will be picked up by the employee or their designee. If the administrative and /or medical leave is more than two (2) weeks, the employee or their designee will be asked to pick up their items unless arrangements have been made with immediate supervisor.

ARTICLE TWENTY-THREE
JOB DESCRIPTIONS

The main purpose of a job description is to outline the job goal, performance responsibilities, and expectations that are involved in a particular assignment and job.

- A. The District and Classified employees will follow the job description and job analysis.

- B. All classified employees will be provided a copy of their current job description when hired and upon any revisions to the job descriptions. The classified employee will assign signature to the job descriptions upon receipt. The job description will be placed in the classified employee's personnel file at the Human Resources Department.

- C. Classified employees will not be assigned duties outside the parameters of the job description and the job analysis.
 - 1. Associate Librarians, Educational Assistants, Health Assistants and Library Assistants will not be assigned to secretary or clerical duties outside the parameters of the job description and job analysis.

 - 2. Custodians and Secretaries/Clerical employees will not be assigned routine supervisory duties of students outside the parameters of the job description and job analysis.

- D. The classified employee(s) and CSEC-LC will be provided the opportunity to provide written input on any proposed changes to the classified employees' job descriptions before such changes are implemented.

ARTICLE TWENTY-FOUR
PRIVITAZATION, SUBCONTRACTING, OR OUTSOURCING

The term "Privatization" ("Outsourcing", "Subcontracting") will be defined as the act of procuring services from any person(s), agency(ies) or private enterprise(s) rather than through the use of bargaining unit employees.

- A. All bargaining unit work will be performed by the bargaining unit, except in emergency situations, specialty jobs, jobs or projects that are beyond the capacity of the bargaining unit, or large projects that would adversely affect the bargaining unit's ability to perform its normal job responsibilities. This language will not be interpreted to limit the District's ability to hire additional bargaining unit employees (either part-time or full-time) to complete unfinished projects because of continued growth in the District.
- B. The District will provide training and equipment to enable bargaining unit employees to perform the maintenance needs of the district.

ARTICLE TWENTY-FIVE
DURATION OF AGREEMENT

- A. This Agreement will become effective upon ratification by CSEC-LC and the LCPS Board of Education and will continue in effect until 11:59 p.m., June 30, 2022. Each year of the Agreement, either party may re-open negotiations on Article Twenty-One Wages and Allowances, three (3) other articles each identified by each party and any other article(s) mutually agreed upon.

- B. CSEC-LC and LCPS will have the opportunity to meet within ten (10) working Days to negotiate necessary language changes in the event the agreement is affected by changes in legislation or NMPED requirements.

- C. Should the parties fail to reach and ratify a replacement Agreement by 11:59 p.m., June 30, 2022, the provisions of the Agreement will continue to apply until Agreement and ratification occur.

ARTICLE TWENTY-SIX COMPLAINTS

Any complaint about a classified employee from parents, students, district employees, or the public will be reported by an administrator to the classified employee within two (2) days of the receipt of complaint. All complaints will go to the classified employee's immediate supervisor.

- A. No anonymous, unsigned written or verbal complaints other than those involving substantiated safety or legal situations will be used against the employee in any subsequent allegation, investigation, reprimand, discipline, or adverse action. If a person files a complaint regarding the performance or behavior of a classified employee, the complainant will specify the following items:
 - 1. Name of the person making the complaint and their contact information.
 - 2. Time frame;
 - 3. Individuals involved in the alleged incident(s);
 - 4. Names of the witnesses to the alleged incident(s);
 - 5. Location of the alleged incident(s);
 - 6. Detailed description of the alleged incident(s);
 - 7. Grounds on which the complaint is being filed.

- B. The immediate supervisor, will review written complaints submitted and may determine, depending on the nature of the complaint, to address, dismiss the complaint, or direct the complaint to the appropriate school administrator for investigation.
 - 1. Those complaints forwarded to the appropriate school/district administrator will be investigated. The classified employee will be interviewed and given the opportunity to submit a statement in writing prior to any other interviews by the District. Investigating administrators/designee will provide a written report to the Human Resources Department and to the employee and/or representative, upon request, as to the outcome of the investigation.
 - 2. The immediate supervisor will then make a determination on any further necessary action.
 - 3. The classified employee will be notified that they have the right to respond to the complaint and the response will be attached to the complaint.
 - 4. The classified employee will have the right to appeal the immediate supervisor's decision to their direct supervisor as final review.

AGREEMENT SIGNATURES

In witness whereof, the parties hereto have caused this Agreement to be executed on their behalf.

LAS CRUCES PUBLIC SCHOOLS BOARD OF EDUCATION

By Ed Frank 11/19/19
Ed Frank, President Date

CLASSIFIED EMPLOYEES COUNCIL-LAS CRUCES (CSEC-LC)

By Irma Valdespino 11-19-19
Irma Valdespino, President Date

LCPS BOARD OF EDUCATION NEGOTIATING TEAM

Gabe Jacquez
Gabe Jacquez, Chief Spokesperson

Alice Chavez-Villa
Lisa Dominguez
Cherie Love
Dr. Roberto Lozano
Monica Marquez
Debbie Trevizo
Connie Stewart-Notes

CSEC-LC NEGOTIATING TEAM

Joseph Leonard Almaguer
Joseph Leonard Almaguer, Chief Spokesperson

Melissa Ames
Chris Arrieta
Andres Chavira
Susan Comer
Milas McLeod
Sandra Romero
Steve Sianez
Irma Valdespino
Charles Cotton

SALARY SCHEDULES

- Associate and Assistant Librarian Personnel**
- Campus Security**
- Custodial Personnel**
- Educational Assistant Personnel**
- Materials Management Personnel**
- Maintenance/Physical Plant Personnel**
- Maintenance Tradesman/Physical Plant Personnel**
- Materials Management Personnel**
- Nutrition Services Personnel**
- Secretarial/Clerical Personnel**
- Technical Staff**

CERTIFIED/CLASSIFIED EMPLOYEES' RIGHT OF REPRESENTATION FORM

FORM TO REPORT STAFF HARRASSMENT, INTIMIDATION OR BULLYING

EDUCATIONAL ASSISTANT SUBSTITUTE LOG TIMESHEET

LEAVE REQUEST FORM



**Salary Schedule – 2019-2020 School Year
Associate and Assistant Librarian Personnel
Terms and Conditions**

Step	R2	R3
0	\$ 11.90	\$ 12.89
1	\$ 11.96	\$ 12.96
2	\$ 12.03	\$ 13.02
3	\$ 12.09	\$ 13.09
4	\$ 12.15	\$ 13.15
5	\$ 12.40	\$ 13.41
6	\$ 12.46	\$ 13.48
7	\$ 12.52	\$ 13.54
8	\$ 12.59	\$ 13.60
9	\$ 12.65	\$ 13.67
10	\$ 13.16	\$ 14.22
11	\$ 13.30	\$ 14.37
12	\$ 13.42	\$ 14.51
13	\$ 13.55	\$ 14.64
14	\$ 13.69	\$ 14.79
15	\$ 14.24	\$ 15.39
16	\$ 14.46	\$ 15.62
17	\$ 14.68	\$ 15.85
18	\$ 14.90	\$ 16.10
19	\$ 15.12	\$ 16.33
20	\$ 15.72	\$ 16.98
21	\$ 16.04	\$ 17.31
22	\$ 16.36	\$ 17.66
23	\$ 16.69	\$ 18.01
24	\$ 17.02	\$ 18.37
25	\$ 17.71	\$ 19.11
26	\$ 17.72	\$ 19.12
27	\$ 17.73	\$ 19.13



Salary Schedule – 2019-2020 School Year Associate and Assistant Librarian Personnel Terms and Conditions

1. Placement within Ranges on this schedule is as follows:
Range 1: Assistant Librarian
Range 2: Associate Librarian.
2. A step on the salary schedule is no longer considered to be equal to an employee's years of experience.
3. **In accordance with Article 21, General Provision 1:**
Credit for related experience will be given up to five (5) years of experience that is verified by a Human Resources Administrator for newly hired employees.
4. The Human Resources Department must receive verification of experience on a verification form provided by the Human Resources Department by October 1st of the current school year or within 60 days of employment in order to grant credit for experience in the current contract year. *Verification of experience received after this date will be granted in the next fiscal year.*
5. **In accordance with Article 12 Section B, Item 1:**
Classified employees will earn Sick Leave at the rate of one (1) day per month. The total amount of accrual of Sick Leave for the entire year will be posted at the beginning of the employment year. If the number of days taken during the year exceeds the number earned for the year or the number of days accrued, employees will be docked at their daily rate of pay for each day taken.
6. **In accordance with Article 12 Section N:**
 1. Classified Employees who work on a contract of less than twelve (12) months and therefore do not earn Annual Leave will be granted two days of Paid Personal Leave
 2. Two (2) additional Personal Leave days will be granted and will be deducted from the classified employee's salary at the agreed substitute rate of pay.
Employees starting after the first workday of the scheduled contract year will be granted a prorated share.
7. **In accordance with the Settlement Agreement and Release signed October 20, 2015:**
The district will provide three (3) days of Furlough Restoration Leave to all employees who are employed by the District as of October 20, 2015 and were furloughed three (3) days during the 2015-2016 school year. These days of leave may be taken in accordance with the District's policy and procedures for Annual Leave. Upon leaving the District, the classified employee will be entitled to and will be paid for accumulated and unused Furlough Restoration Leave. Any classified employees on less than a twelve (12) month contract who earn Personal Leave will have one day of Paid Personal Leave converted to Annual Leave which may be taken in accordance with District policy or accrued until the classified employee leaves the District.



Salary Schedule – 2019-2020 School Year
Campus Security
Terms and Conditions

STEP	R1	R2
0	\$ 10.92	-
1	\$ 10.98	\$ 12.06
2	\$ 11.03	\$ 12.12
3	\$ 11.09	\$ 12.19
4	\$ 11.15	\$ 12.26
5	\$ 11.37	\$ 12.50
6	\$ 11.48	\$ 12.63
7	\$ 11.60	\$ 12.77
8	\$ 11.73	\$ 12.89
9	\$ 11.96	\$ 13.15
10	\$ 12.14	\$ 13.35
11	\$ 12.33	\$ 13.55
12	\$ 12.64	\$ 13.89
13	\$ 12.65	\$ 13.90



Salary Schedule – 2019-2020 School Year
Campus Security
Terms and Conditions

1. Placement within Ranges on this schedule is as follows:

Range 1: No outside security experience

Range 2: Verifiable outside security experience of at least one (1) year at date of hire.

3. A step on the salary schedule is no longer considered to be equal to an employee's years of experience.

4. **In accordance with Article 21, General Provision 1:**

Credit for related experience will be given up to five (5) years of experience that is verified by a Human Resources Administrator for newly hired employees.

5. **In accordance with Article 12 Section B, Item 1:**

Classified employees will earn Sick Leave at the rate of one (1) day per month. The total amount of accrual of Sick Leave for the entire year will be posted at the beginning of the employment year. If the number of days taken during the year exceeds the number earned for the year or the number of days accrued, employees will be docked at their daily rate of pay for each day taken.

6. **In accordance with Article 12 Section G:**

The District provides annual leave for all twelve (12) month employees. Classified employees will be entitled to fifteen (15) days of paid Annual Leave at the rate of one-and-a-quarter (1.250) days earned per month if the classified employee is on a paid status the majority of the month.

7. **In accordance with Article 12 Section N:**

1. Classified Employees who work on a contract of less than twelve (12) months and therefore do not earn Annual Leave will be granted two days of Paid Personal Leave.

2. Two (2) additional Personal Leave days will be granted and will be deducted from the classified employee's salary at the agreed substitute rate of pay.

8. **In accordance with the Settlement Agreement and Release signed October 20, 2015:**

The district will provide three (3) days of Furlough Restoration Leave to all employees who are employed by the District as of October 20, 2015 and were furloughed three (3) days during the 2015-2016 school year. These days of leave may be taken in accordance with the District's policy and procedures for Annual Leave. Upon leaving the District, the classified employee will be entitled to and will be paid for accumulated and unused Furlough Restoration Leave. Any classified employees on less than a twelve (12) month contract who earn Personal Leave will have one day of Paid Personal Leave converted to Annual Leave which may be taken in accordance with District policy or accrued until the classified employee leaves the District.



**Salary Schedule – 2019-2020 School Year
Custodial Personnel – Elementary
Terms and Conditions**

Step	R1	R2	R3
0	\$ 10.71	\$ 10.72	\$ 10.97
1	\$ 10.72	\$ 10.73	\$ 11.02
2	\$ 10.73	\$ 10.74	\$ 11.07
3	\$ 10.74	\$ 10.75	\$ 11.13
4	\$ 10.75	\$ 10.76	\$ 11.19
5	\$ 10.76	\$ 10.94	\$ 11.46
6	\$ 10.77	\$ 11.03	\$ 11.55
7	\$ 10.79	\$ 11.12	\$ 11.64
8	\$ 10.80	\$ 11.21	\$ 11.73
9	\$ 10.84	\$ 11.29	\$ 11.81
10	\$ 11.38	\$ 11.86	\$ 12.41
11	\$ 11.55	\$ 12.03	\$ 12.59
12	\$ 11.73	\$ 12.22	\$ 12.78
13	\$ 11.90	\$ 12.40	\$ 12.97
14	\$ 12.08	\$ 12.58	\$ 13.16
15	\$ 12.68	\$ 13.20	\$ 13.83
16	\$ 12.88	\$ 13.40	\$ 14.03
17	\$ 13.07	\$ 13.60	\$ 14.23
18	\$ 13.34	\$ 13.88	\$ 14.52
19	\$ 13.60	\$ 14.16	\$ 14.80
20	\$ 14.28	\$ 14.86	\$ 15.54
21	\$ 14.57	\$ 15.15	\$ 15.85
22	\$ 14.86	\$ 15.46	\$ 16.17
23	\$ 15.15	\$ 15.77	\$ 16.50
24	\$ 15.46	\$ 16.09	\$ 16.83
25	\$ 16.22	\$ 16.88	\$ 17.68
26	\$ 16.55	\$ 17.22	\$ 18.02



**Salary Schedule – 2019-2020 School Year
Custodial Personnel – Elementary
Terms and Conditions**

1. Placement within Ranges on this schedule is as follows:
 - Range 1: Elementary Day Custodian
 - Range 2: Elementary Night Custodian
 - Range 3: Elementary Lead Custodian

Schedule is based on a 260-day school year and 8-hour work day

2. A step on the salary schedule is no longer considered to be equal to an employee's years of experience.

3. **In accordance with Article 21, General Provision 1:**

Credit for related experience will be given up to five (5) years of experience that is verified by a Human Resources Administrator for newly hired employees.

4. The Human Resources Department must receive verification of experience on a verification form provided by the Human Resources Department by October 1st of the current school year or within 60 days of employment in order to grant credit for experience in the current contract year. *Verification of experience received after this date will be granted in the next fiscal year.*

5. **In accordance with Article 12 Section B, Item 1:**

Classified employees will earn Sick Leave at the rate of one (1) day per month. The total amount of accrual of Sick Leave for the entire year will be posted at the beginning of the employment year. If the number of days taken during the year exceeds the number earned for the year or the number of days accrued, employees will be docked at their daily rate of pay for each day taken.

6. **In accordance with Article 12 Section G:**

The District provides annual leave for all twelve (12) month employees. Classified employees will be entitled to fifteen (15) days of paid Annual Leave at the rate of one-and-a-quarter (1.250) days earned per month if the classified employee is on a paid status the majority of the month.

7. **In accordance with the Settlement Agreement and Release signed October 20, 2015:**

The district will provide three (3) days of Furlough Restoration Leave to all employees who are employed by the District as of October 20, 2015 and were furloughed three (3) days during the 2015-2016 school year. These days of leave may be taken in accordance with the District's policy and procedures for Annual Leave. Upon leaving the District, the classified employee will be entitled to and will be paid for accumulated and unused Furlough Restoration Leave. Any classified employees on less than a twelve (12) month contract who earn Personal Leave will have one day of Paid Personal Leave converted to Annual Leave which may be taken in accordance with District policy or accrued until the classified employee leaves the District.



**Salary Schedule – 2019-2020 School Year
Custodial Personnel – Middle School
Terms and Conditions**

Step	R1	R2	R3
0	\$ 10.71	\$ 10.72	\$ 11.68
1	\$ 10.72	\$ 10.73	\$ 11.73
2	\$ 10.73	\$ 10.74	\$ 11.78
3	\$ 10.74	\$ 10.75	\$ 11.83
4	\$ 10.75	\$ 10.76	\$ 11.89
5	\$ 10.76	\$ 10.94	\$ 12.18
6	\$ 10.77	\$ 11.03	\$ 12.27
7	\$ 10.79	\$ 11.12	\$ 12.36
8	\$ 10.80	\$ 11.21	\$ 12.46
9	\$ 10.84	\$ 11.29	\$ 12.56
10	\$ 11.38	\$ 11.86	\$ 13.18
11	\$ 11.55	\$ 12.03	\$ 13.38
12	\$ 11.73	\$ 12.22	\$ 13.58
13	\$ 11.90	\$ 12.40	\$ 13.80
14	\$ 12.08	\$ 12.58	\$ 14.00
15	\$ 12.68	\$ 13.20	\$ 14.70
16	\$ 12.88	\$ 13.40	\$ 14.92
17	\$ 13.07	\$ 13.60	\$ 15.14
18	\$ 13.34	\$ 13.88	\$ 15.45
19	\$ 13.60	\$ 14.16	\$ 15.76
20	\$ 14.28	\$ 14.86	\$ 16.55
21	\$ 14.57	\$ 15.15	\$ 16.88
22	\$ 14.86	\$ 15.46	\$ 17.22
23	\$ 15.15	\$ 15.77	\$ 17.56
24	\$ 15.46	\$ 16.09	\$ 17.91
25	\$ 16.22	\$ 16.88	\$ 18.81
26	\$ 16.55	\$ 17.22	\$ 19.18



**Salary Schedule – 2019-2020 School Year
Custodial Personnel – Middle School
Terms and Conditions**

1. Placement within Ranges on this schedule is as follows:
 - Range 1: Middle School Day Custodian
 - Range 2: Middle School Night Custodian
 - Range 3: Middle School Lead Custodian

Schedule is based on a 260-day school year and 8-hour work day

2. A step on the salary schedule is no longer considered to be equal to an employee's years of experience.

3. **In accordance with Article 21, General Provision 1:**

Credit for related experience will be given up to five (5) years of experience that is verified by a Human Resources Administrator for newly hired employees.

4. The Human Resources Department must receive verification of experience on a verification form provided by the Human Resources Department by October 1st of the current school year or within 60 days of employment in order to grant credit for experience in the current contract year. **Verification of experience received after this date will be granted in the next fiscal year.**

5. **In accordance with Article 12 Section B, Item 1:**

Classified employees will earn Sick Leave at the rate of one (1) day per month. The total amount of accrual of Sick Leave for the entire year will be posted at the beginning of the employment year. If the number of days taken during the year exceeds the number earned for the year or the number of days accrued, employees will be docked at their daily rate of pay for each day taken.

6. **In accordance with Article 12 Section G:**

The District provides annual leave for all twelve (12) month employees. Classified employees will be entitled to fifteen (15) days of paid Annual Leave at the rate of one-and-a-quarter (1.250) days earned per month if the classified employee is on a paid status the majority of the month.

7. **In accordance with the Settlement Agreement and Release signed October 20, 2015:**

The district will provide three (3) days of Furlough Restoration Leave to all employees who are employed by the District as of October 20, 2015 and were furloughed three (3) days during the 2015-2016 school year. These days of leave may be taken in accordance with the District's policy and procedures for Annual Leave. Upon leaving the District, the classified employee will be entitled to and will be paid for accumulated and unused Furlough Restoration Leave. Any classified employees on less than a twelve (12) month contract who earn Personal Leave will have one day of Paid Personal Leave converted to Annual Leave which may be taken in accordance with District policy or accrued until the classified employee leaves the District.



**Salary Schedule – 2019-2020 School Year
Custodial Personnel – High School
Terms and Conditions**

Step	R1	R2	R3	R4
0	\$ 10.71	\$ 10.72	\$ 11.68	\$ 12.07
1	\$ 10.72	\$ 10.73	\$ 11.73	\$ 12.13
2	\$ 10.73	\$ 10.77	\$ 11.78	\$ 12.21
3	\$ 10.74	\$ 10.83	\$ 11.83	\$ 12.27
4	\$ 10.75	\$ 10.88	\$ 11.89	\$ 12.33
5	\$ 10.76	\$ 11.16	\$ 12.18	\$ 12.64
6	\$ 10.77	\$ 11.24	\$ 12.27	\$ 12.75
7	\$ 10.79	\$ 11.33	\$ 12.36	\$ 12.84
8	\$ 10.86	\$ 11.41	\$ 12.46	\$ 12.94
9	\$ 10.94	\$ 11.50	\$ 12.56	\$ 13.03
10	\$ 11.50	\$ 12.07	\$ 13.18	\$ 13.68
11	\$ 11.68	\$ 12.26	\$ 13.38	\$ 13.89
12	\$ 11.85	\$ 12.44	\$ 13.58	\$ 14.09
13	\$ 12.01	\$ 12.62	\$ 13.80	\$ 14.30
14	\$ 12.21	\$ 12.82	\$ 14.00	\$ 14.53
15	\$ 12.81	\$ 13.46	\$ 14.70	\$ 15.25
16	\$ 13.00	\$ 13.66	\$ 14.92	\$ 15.48
17	\$ 13.19	\$ 13.87	\$ 15.14	\$ 15.70
18	\$ 13.46	\$ 14.15	\$ 15.45	\$ 16.02
19	\$ 13.72	\$ 14.43	\$ 15.76	\$ 16.34
20	\$ 14.41	\$ 15.15	\$ 16.55	\$ 17.17
21	\$ 14.70	\$ 15.46	\$ 16.88	\$ 17.51
22	\$ 14.99	\$ 15.77	\$ 17.22	\$ 17.86
23	\$ 15.29	\$ 16.09	\$ 17.56	\$ 18.22
24	\$ 15.60	\$ 16.40	\$ 17.91	\$ 18.58
25	\$ 16.37	\$ 17.23	\$ 18.81	\$ 19.51
26	\$ 16.70	\$ 17.58	\$ 19.18	\$ 19.90



**Salary Schedule – 2019-2020 School Year
Custodial Personnel – High School
Terms and Conditions**

1. Placement within Ranges on this schedule is as follows:

Range 1: High School Day Custodian

Range 2: High School Night Custodian

Range 3: High School Day Lead Custodian

Range 4: High School Night Lead Custodian

Schedule is based on a 260-day school year and 8-hour work day

2. A step on the salary schedule is no longer considered to be equal to an employee's years of experience.

3. **In accordance with Article 21, General Provision 1:**

Credit for related experience will be given up to five (5) years of experience that is verified by a Human Resources Administrator for newly hired employees.

4. The Human Resources Department must receive verification of experience on a verification form provided by the Human Resources Department by October 1st of the current school year or within 60 days of employment in order to grant credit for experience in the current contract year. *Verification of experience received after this date will be granted in the next fiscal year.*

5. **In accordance with Article 12 Section B, Item 1:**

Classified employees will earn Sick Leave at the rate of one (1) day per month. The total amount of accrual of Sick Leave for the entire year will be posted at the beginning of the employment year. If the number of days taken during the year exceeds the number earned for the year or the number of days accrued, employees will be docked at their daily rate of pay for each day taken.

6. **In accordance with Article 12 Section G:**

The District provides annual leave for all twelve (12) month employees. Classified employees will be entitled to fifteen (15) days of paid Annual Leave at the rate of one-and-a-quarter (1.250) days earned per month if the classified employee is on a paid status the majority of the month.

7. **In accordance with the Settlement Agreement and Release signed October 20, 2015:**

The district will provide three (3) days of Furlough Restoration Leave to all employees who are employed by the District as of October 20, 2015 and were furloughed three (3) days during the 2015-2016 school year. These days of leave may be taken in accordance with the District's policy and procedures for Annual Leave. Upon leaving the District, the classified employee will be entitled to and will be paid for accumulated and unused Furlough Restoration Leave. Any classified employees on less than a twelve (12) month contract who earn Personal Leave will have one day of Paid Personal Leave converted to Annual Leave which may be taken in accordance with District policy or accrued until the classified employee leaves the District.



Salary Schedule – 2019-2020 School Year
Educational Assistant Personnel
Terms and Conditions

Step	R1: 0-39	R2: 40-59	R3: 60+	R4: AA/90+	R5: BA
0	\$ 13.11	\$ 13.23	\$ 13.37	\$ 13.50	\$ 14.16
1	\$ 13.17	\$ 13.31	\$ 13.47	\$ 13.59	\$ 14.26
2	\$ 13.23	\$ 13.37	\$ 13.56	\$ 13.69	\$ 14.38
3	\$ 13.31	\$ 13.44	\$ 13.66	\$ 13.80	\$ 14.48
4	\$ 13.37	\$ 13.50	\$ 13.75	\$ 13.90	\$ 14.59
5	\$ 13.76	\$ 13.90	\$ 14.30	\$ 14.45	\$ 15.17
6	\$ 14.04	\$ 14.18	\$ 14.59	\$ 14.74	\$ 15.48
7	\$ 14.31	\$ 14.46	\$ 14.89	\$ 15.04	\$ 15.79
8	\$ 14.60	\$ 14.75	\$ 15.18	\$ 15.33	\$ 16.11
9	\$ 14.90	\$ 15.05	\$ 15.49	\$ 15.64	\$ 16.42
10	\$ 15.64	\$ 15.80	\$ 16.27	\$ 16.41	\$ 17.25
11	\$ 16.00	\$ 16.16	\$ 16.64	\$ 16.78	\$ 17.64
12	\$ 16.35	\$ 16.53	\$ 17.01	\$ 17.17	\$ 18.04
13	\$ 16.72	\$ 16.89	\$ 17.39	\$ 17.55	\$ 18.45
14	\$ 17.10	\$ 17.27	\$ 17.78	\$ 17.95	\$ 18.86
15	\$ 17.95	\$ 18.14	\$ 18.67	\$ 18.85	\$ 19.81
16	\$ 18.41	\$ 18.59	\$ 19.13	\$ 19.33	\$ 20.30
17	\$ 18.87	\$ 19.05	\$ 19.60	\$ 19.82	\$ 20.80
18	\$ 19.35	\$ 19.53	\$ 20.09	\$ 20.31	\$ 21.32
19	\$ 19.84	\$ 20.02	\$ 20.59	\$ 20.82	\$ 21.85
20	\$ 20.62	\$ 20.82	\$ 21.42	\$ 21.65	\$ 22.73
21	\$ 21.04	\$ 21.24	\$ 21.84	\$ 22.08	\$ 23.19
22	\$ 21.46	\$ 21.66	\$ 22.28	\$ 22.53	\$ 23.65



Salary Schedule – 2019-2020 School Year Educational Assistant Personnel Terms and Conditions

1. Placement within Ranges on this schedule is as follows:

- Range 1: EAs who have obtained up to 39 credit hours from an accredited university, college, or post-secondary institution.
- Range 2: EAs who have obtained 40-59 credit hours from an accredited university, college, or post-secondary institution.
- Range 3: EAs who have obtained 60-89 credit hours from an accredited university, college, or post-secondary institution.
- Range 4: EAs who have obtained an Associate's Degree or more than 90 credit hours from an accredited university, college, or post-secondary institution.
- Range 5: EAs who have obtained a Bachelor's Degree from an accredited university, college, or post-secondary institution.

3. A step on the salary schedule is no longer considered to be equal to an employee's years of experience.

4. **In accordance with Article 21, General Provision 1:**

Credit for related experience will be given up to five (5) years of experience that is verified by a Human Resources Administrator for newly hired employees.

5. The Human Resources Department must receive verification of experience on a verification form provided by the Human Resources Department by October 1st of the current school year or within 60 days of employment in order to grant credit for experience in the current contract year. *Verification of experience received after this date will be granted in the next fiscal year.*

6. The Human Resource Development Department must receive an official college transcript by October 1 of the current school year or within 60 days of employment in order to grant credit in the current contract year. *Official transcripts are received after October 1 credit this date will be granted in the next fiscal year.*

7. **In accordance with Article 12 Section B, Item 1:**

Classified employees will earn Sick Leave at the rate of one (1) day per month. The total amount of accrual of Sick Leave for the entire year will be posted at the beginning of the employment year. If the number of days taken during the year exceeds the number earned for the year or the number of days accrued, employees will be docked at their daily rate of pay for each day taken.

8. **In accordance with Article 12 Section N:**

- a. Classified Employees who work on a contract of less than twelve (12) months and therefore do not earn Annual Leave will be granted two days of Paid Personal Leave
- b. Two (2) additional Personal Leave days will be granted and will be deducted from the classified employee's salary at the agreed substitute rate of pay.

Employees starting after the first workday of the scheduled contract year will be granted a prorated share.

9. **In accordance with the Settlement Agreement and Release signed October 20, 2015:**

The district will provide three (3) days of Furlough Restoration Leave to all employees who are employed by the District as of October 20, 2015 and were furloughed three (3) days during the 2015-2016 school year. These days of leave may be taken in accordance with the District's policy and procedures for Annual Leave. Upon leaving the District, the classified employee will be entitled to and will be paid for accumulated and unused Furlough Restoration Leave. Any classified employees on less than a twelve (12) month contract who earn Personal Leave will have one day of Paid Personal Leave converted to Annual Leave which may be taken in accordance with District policy or accrued until the classified employee leaves the District.



**Salary Schedule – 2019-2020 School Year
Maintenance/Physical Plant Personnel
Terms and Conditions**

Step	R1	R2	R3	R4
0	\$ 10.98	\$ 12.08	\$ 14.50	\$ 16.90
1	\$ 11.03	\$ 12.14	\$ 14.57	\$ 16.99
2	\$ 11.09	\$ 12.22	\$ 14.64	\$ 17.08
3	\$ 11.15	\$ 12.28	\$ 14.72	\$ 17.17
4	\$ 11.20	\$ 12.34	\$ 14.79	\$ 17.25
5	\$ 11.25	\$ 12.41	\$ 14.88	\$ 17.34
6	-	\$ 12.65	\$ 15.17	\$ 17.69
7	-	\$ 12.79	\$ 15.32	\$ 17.86
8	-	\$ 12.92	\$ 15.48	\$ 18.04
9	-	\$ 13.04	\$ 15.63	\$ 18.23
10	-	\$ 13.56	\$ 16.25	\$ 18.95
11	-	\$ 13.76	\$ 16.51	\$ 19.23
12	-	\$ 13.98	\$ 16.75	\$ 19.52
13	-	\$ 14.18	\$ 17.00	\$ 19.82
14	-	\$ 14.40	\$ 17.26	\$ 20.10
15	-	\$ 14.97	\$ 17.95	\$ 20.91
16	-	\$ 15.19	\$ 18.23	\$ 21.22
17	-	\$ 15.43	\$ 18.49	\$ 21.53
18	-	\$ 15.65	\$ 18.78	\$ 21.85
19	-	\$ 15.88	\$ 19.05	\$ 22.18
20	-	\$ 16.53	\$ 19.82	\$ 23.07
21	-	\$ 16.69	\$ 20.01	\$ 23.29
22	-	\$ 16.85	\$ 20.21	\$ 23.54
23	-	\$ 17.02	\$ 20.42	\$ 23.77
24	-	\$ 17.20	\$ 20.62	\$ 24.00
25	-	\$ 17.89	\$ 21.45	\$ 24.97
26	-	\$ 18.07	\$ 21.66	\$ 25.22
27	-	\$ 18.26	\$ 21.87	\$ 25.47
28	-	\$ 18.44	\$ 22.10	\$ 25.73



Salary Schedule – 2019-2020 School Year Maintenance/Physical Plant Personnel Terms and Conditions

1. Placement within Ranges on this schedule is as follows:
 - Range 1: Apprentice positions (See Item 10 below)
 - Range 2: Grounds, Masons, Painters
 - Range 3: Carpenters, Equipment Operators, Welders, Mechanic, Small Engine Mechanic and Assistant, Grounds Lead.
 - Range 4: Lead Positions, Building Maintenance Technicians

Schedule is based on a 260-day school year and 8-hour work day
2. A step on the salary schedule is no longer considered to be equal to an employee's years of experience.
3. **In accordance with Article 21, General Provision 1:**

Credit for related experience will be given up to five (5) years of experience that is verified by a Human Resources Administrator for newly hired employees.
4. The Human Resources Department must receive verification of experience on a verification form provided by the Human Resources Department by October 1st of the current school year or within 60 days of employment in order to grant credit for experience in the current contract year. *Verification of experience received after this date will be granted in the next fiscal year.*
5. **In accordance with Article 12 Section B, Item 1:**

Classified employees will earn Sick Leave at the rate of one (1) day per month. The total amount of accrual of Sick Leave for the entire year will be posted at the beginning of the employment year. If the number of days taken during the year exceeds the number earned for the year or the number of days accrued, employees will be docked at their daily rate of pay for each day taken.
6. **In accordance with Article 12 Section G:**

The District provides annual leave for all twelve (12) month employees. Classified employees will be entitled to fifteen (15) days of paid Annual Leave at the rate of one-and-a-quarter (1.250) days earned per month if the classified employee is on a paid status the majority of the month.
7. **In accordance with the Settlement Agreement and Release signed October 20, 2015:**

The district will provide three (3) days of Furlough Restoration Leave to all employees who are employed by the District as of October 20, 2015 and were furloughed three (3) days during the 2015-2016 school year. These days of leave may be taken in accordance with the District's policy and procedures for Annual Leave. Upon leaving the District, the classified employee will be entitled to and will be paid for accumulated and unused Furlough Restoration Leave. Any classified employees on less than a twelve (12) month contract who earn Personal Leave will have one day of Paid Personal Leave converted to Annual Leave which may be taken in accordance with District policy or accrued until the classified employee leaves the District.



**Salary Schedule – 2019-2020 School Year
Maintenance/Physical Plant Personnel
Terms and Conditions**

8. In accordance with Article 21 Section B, Item 6:

An annual stipend in the amount of \$600.00 will be provided for the following state licensed positions: Electricians, HVAC, ASC Certified Mechanics, Heavy Equipment Operators and Plumbers. An annual stipend In the amount of \$300.00 will be provided for state certified positions to specifically include, but not limited to Welder.

9. In accordance with Article 21 Section B, Item 7:

A stipend in the amount of \$600 will be provided for Lead Mechanic replacement/upgrade of Mechanic tools.

10. Maintenance Apprentice (un-licensed) positions must complete a (1) year program. Each employee must receive a satisfactory performance evaluation from their respective Lead person before advancing to Range 2. This requirement must be met in order to remain in employment. An apprentice carpenter must satisfactorily pass a work performance examination administered by the Lead Carpenter in order to advance to Range 3



Salary Schedule – 2019-2020 School Year
Maintenance Tradesman / Physical Plant Personnel
Terms and Conditions

Step	R1	R2	R3
0	\$ 11.77	\$ 15.29	\$ 18.49
1	\$ 11.82	\$ 15.36	\$ 18.58
2	\$ 11.89	\$ 15.44	\$ 18.67
3	\$ 11.94	\$ 15.51	\$ 18.76
4	\$ 11.99	\$ 15.59	\$ 18.84
5	\$ 12.05	\$ 15.67	\$ 18.93
6	-	\$ 15.97	\$ 19.28
7	-	\$ 16.12	\$ 19.45
8	-	\$ 16.28	\$ 19.63
9	-	\$ 16.42	\$ 19.82
10	-	\$ 17.05	\$ 20.54
11	-	\$ 17.30	\$ 20.82
12	-	\$ 17.55	\$ 21.11
13	-	\$ 17.79	\$ 21.41
14	-	\$ 18.06	\$ 21.69
15	-	\$ 18.75	\$ 22.50
16	-	\$ 19.02	\$ 22.81
17	-	\$ 19.29	\$ 23.12
18	-	\$ 19.57	\$ 23.44
19	-	\$ 19.85	\$ 23.77
20	-	\$ 20.61	\$ 24.66
21	-	\$ 20.80	\$ 24.88
22	-	\$ 21.00	\$ 25.13
23	-	\$ 21.22	\$ 25.36
24	-	\$ 21.42	\$ 25.59
25	-	\$ 22.24	\$ 26.56
26	-	\$ 22.46	\$ 26.81
27	-	\$ 22.67	\$ 27.06
28	-	\$ 22.89	\$ 27.32



Salary Schedule – 2019-2020 School Year
Maintenance Tradesman / Physical Plant Personnel
Terms and Conditions

1. Placement within Ranges on this schedule is as follows:

Range 1: Apprentice Tradesman

Range 2: Licensed Tradesman

Range 3: Licensed Tradesman Leads

Schedule is based on a 260-day school year and 8-hour work day

2. A step on the salary schedule is no longer considered to be equal to an employee's years of experience.

3. **In accordance with Article 21, General Provision 1:**

Credit for related experience will be given up to five (5) years of experience that is verified by a Human Resources Administrator for newly hired employees.

4. The Human Resources Department must receive verification of experience on a verification form provided by the Human Resources Department by October 1st of the current school year or within 60 days of employment in order to grant credit for experience in the current contract year. *Verification of experience received after this date will be granted in the next fiscal year.*

5. **In accordance with Article 12 Section B, Item 1:**

Classified employees will earn Sick Leave at the rate of one (1) day per month. The total amount of accrual of Sick Leave for the entire year will be posted at the beginning of the employment year. If the number of days taken during the year exceeds the number earned for the year or the number of days accrued, employees will be docked at their daily rate of pay for each day taken.

6. **In accordance with Article 12 Section G:**

The District provides annual leave for all twelve (12) month employees. Classified employees will be entitled to fifteen (15) days of paid Annual Leave at the rate of one-and-a-quarter (1.250) days earned per month if the classified employee is on a paid status the majority of the month.

7. **In accordance with the Settlement Agreement and Release signed October 20, 2015:**

The district will provide three (3) days of Furlough Restoration Leave to all employees who are employed by the District as of October 20, 2015 and were furloughed three (3) days during the 2015-2016 school year. These days of leave may be taken in accordance with the District's policy and procedures for Annual Leave. Upon leaving the District, the classified employee will be entitled to and will be paid for accumulated and unused Furlough Restoration Leave. Any classified employees on less than a twelve (12) month contract who earn Personal Leave will have one day of Paid Personal Leave converted to Annual Leave which may be taken in accordance with District policy or accrued until the classified employee leaves the District.



Salary Schedule – 2019-2020 School Year
Maintenance Tradesman / Physical Plant Personnel
Terms and Conditions

8. In accordance with Article 21 Section B, Item 6:

An annual stipend in the amount of \$600.00 will be provided for the following state licensed positions: Electricians, HVAC, ASC Certified Mechanics, Heavy Equipment Operators and Plumbers. An annual stipend In the amount of \$300.00 will be provided for state certified positions to specifically include, but not limited to Welder.

9. In accordance with Article 21 Section B, Item 7:

A stipend in the amount of \$600 will be provided for Lead Mechanic replacement/upgrade of Mechanic tools.

10. Maintenance Apprentice Tradesman (licensed) positions must complete a 2 or 4 year program. Thereafter employees in the apprentice program will be given (6) months to acquire their respective license. Apprentice employees must complete the requirements as stated in order to remain in employment.



**Salary Schedule – 2019-2020 School Year
Materials Management Personnel
Terms and Conditions**

STEP	R1	R2	R3	R4
0	\$ 11.96	\$ 13.16	\$ 14.36	\$ 15.90
1	\$ 12.03	\$ 13.22	\$ 14.43	\$ 15.99
2	\$ 12.09	\$ 13.30	\$ 14.51	\$ 16.06
3	\$ 12.15	\$ 13.36	\$ 14.58	\$ 16.14
4	\$ 12.23	\$ 13.42	\$ 14.65	\$ 16.21
5	\$ 12.47	\$ 13.69	\$ 14.95	\$ 16.54
6	\$ 12.57	\$ 13.80	\$ 15.06	\$ 16.66
7	\$ 12.66	\$ 13.90	\$ 15.16	\$ 16.78
8	\$ 12.77	\$ 14.01	\$ 15.28	\$ 16.91
9	\$ 12.86	\$ 14.11	\$ 15.40	\$ 17.05
10	\$ 13.38	\$ 14.68	\$ 16.02	\$ 17.73
11	\$ 13.51	\$ 14.82	\$ 16.18	\$ 17.90
12	\$ 13.64	\$ 14.98	\$ 16.34	\$ 18.08
13	\$ 13.77	\$ 15.13	\$ 16.51	\$ 18.27
14	\$ 13.92	\$ 15.28	\$ 16.67	\$ 18.45
15	\$ 14.61	\$ 16.05	\$ 17.49	\$ 19.37
16	\$ 14.82	\$ 16.29	\$ 17.76	\$ 19.66
17	\$ 15.06	\$ 16.54	\$ 18.02	\$ 19.95
18	\$ 15.28	\$ 16.78	\$ 18.30	\$ 20.25
19	\$ 15.51	\$ 17.04	\$ 18.57	\$ 20.56
20	\$ 16.29	\$ 17.89	\$ 19.50	\$ 21.59
21	\$ 16.62	\$ 18.25	\$ 19.89	\$ 22.02
22	\$ 16.94	\$ 18.61	\$ 20.29	\$ 22.47
23	\$ 17.28	\$ 18.98	\$ 20.70	\$ 22.91
24	\$ 17.63	\$ 19.36	\$ 21.11	\$ 23.37
25	\$ 18.51	\$ 20.34	\$ 22.17	\$ 24.53
26	\$ 19.25	\$ 21.14	\$ 23.06	\$ 25.52



Salary Schedule – 2019-2020 School Year
Materials Management Personnel
Terms and Conditions

1. Placement within Ranges on this schedule is as follows:

- Range 1: Apprentice Printer; Warehouseman/Delivery; Assistant Mail Clerk/Laminating Clerk;
- Range 2: Printer; Mail Clerk Food Services Warehouseman
- Range 3:
- Range 4: Print Shop Manager; Warehouse Manager; Food Service Leadsman

Schedule is based on a 260-day school year and 8-hour work day

2. The Monthly Leave Accumulation for months in which the employee works over half of the workdays in that pay period is as follows:

Sick Leave	1.00 days (Unlimited Accumulation) *
Annual Leave	1.25 days (Accumulation Limited to 30 days) *

* All Leave balances will be reported as hours on paycheck

* Holidays are established by the Board of Education

3. A step on the salary schedule is no longer considered to be equal to an employee's years of experience.

4. In accordance with Article 21, General Provision 1:

Credit for related experience will be given up to five (5) years of experience that is verified by a Human Resources Administrator for newly hired employees

5. The Human Resources Department must receive verification of experience on a verification form provided by the Human Resources Department by October 1st of the current school year or within 60 days of employment in order to grant credit for experience in the current contract year. *Verification of experience received after this date will be granted in the next fiscal year.*

6. In accordance with Article 12 Section B, Item 1:

Classified employees will earn Sick Leave at the rate of one (1) day per month. The total amount of accrual of Sick Leave for the entire year will be posted at the beginning of the employment year. If the number of days taken during the year exceeds the number earned for the year or the number of days accrued, employees will be docked at their daily rate of pay for each day taken.

7. In accordance with Article 12 Section G:

The District provides annual leave for all twelve (12) month employees. Classified employees will be entitled to fifteen (15) days of paid Annual Leave at the rate of one-and-a-quarter (1.250) days earned per month if the classified employee is on a paid status the majority of the month.

8. In accordance with the Settlement Agreement and Release signed October 20, 2015:

The district will provide three (3) days of Furlough Restoration Leave to all employees who are employed by the District as of October 20, 2015 and were furloughed three (3) days during the 2015-2016 school year. These days of leave may be taken in accordance with the District's policy and procedures for Annual Leave. Upon leaving the District, the classified employee will be entitled to and will be paid for accumulated and



Salary Schedule – 2019-2020 School Year
Materials Management Personnel
Terms and Conditions

unused Furlough Restoration Leave. Any classified employees on less than a twelve (12) month contract who earn Personal Leave will have one day of Paid Personal Leave converted to Annual Leave which may be taken in accordance with District policy or accrued until the classified employee leaves the District.



Salary Schedule – 2019-2020 School Year
Nutrition Services Personnel
Terms and Conditions

Step	R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12	R13	R14	R15
0	\$ 11.02	\$ 12.38	\$ 12.42	\$ 12.46	\$ 12.50	\$ 12.56	\$ 12.60	\$ 12.64	\$ 16.75	\$ 17.02	\$ 17.29	\$ 17.56	\$ 17.83	\$ 18.10	\$ 18.37
1	\$ 11.07	\$ 12.44	\$ 12.48	\$ 12.53	\$ 12.58	\$ 12.62	\$ 12.66	\$ 12.71	\$ 16.83	\$ 17.10	\$ 17.38	\$ 17.65	\$ 17.92	\$ 18.19	\$ 18.46
2	\$ 11.15	\$ 12.50	\$ 12.56	\$ 12.60	\$ 12.64	\$ 12.68	\$ 12.74	\$ 12.78	\$ 16.90	\$ 17.19	\$ 17.46	\$ 17.74	\$ 18.00	\$ 18.28	\$ 18.54
3	\$ 11.20	\$ 12.58	\$ 12.62	\$ 12.66	\$ 12.71	\$ 12.76	\$ 12.81	\$ 12.85	\$ 16.98	\$ 17.27	\$ 17.55	\$ 17.82	\$ 18.09	\$ 18.36	\$ 18.63
4	\$ 11.25	\$ 12.64	\$ 12.68	\$ 12.74	\$ 12.78	\$ 12.83	\$ 12.87	\$ 12.92	\$ 17.06	\$ 17.36	\$ 17.64	\$ 17.91	\$ 18.18	\$ 18.45	\$ 18.72
5	\$ 11.47	\$ 12.89	\$ 12.95	\$ 12.99	\$ 13.03	\$ 13.09	\$ 13.13	\$ 13.17	\$ 17.38	\$ 17.70	\$ 17.97	\$ 18.26	\$ 18.52	\$ 18.81	\$ 19.07
6	\$ 11.58	\$ 13.01	\$ 13.09	\$ 13.13	\$ 13.17	\$ 13.21	\$ 13.27	\$ 13.31	\$ 17.54	\$ 17.87	\$ 18.15	\$ 18.43	\$ 18.70	\$ 18.99	\$ 19.27
7	\$ 11.71	\$ 13.15	\$ 13.21	\$ 13.27	\$ 13.31	\$ 13.35	\$ 13.40	\$ 13.45	\$ 17.71	\$ 18.04	\$ 18.32	\$ 18.60	\$ 18.88	\$ 19.17	\$ 19.45
8	\$ 11.81	\$ 13.29	\$ 13.35	\$ 13.40	\$ 13.45	\$ 13.49	\$ 13.53	\$ 13.57	\$ 17.88	\$ 18.22	\$ 18.49	\$ 18.78	\$ 19.06	\$ 19.36	\$ 19.63
9	\$ 11.93	\$ 13.42	\$ 13.49	\$ 13.53	\$ 13.57	\$ 13.62	\$ 13.67	\$ 13.71	\$ 18.05	\$ 18.39	\$ 18.67	\$ 18.96	\$ 19.25	\$ 19.54	\$ 19.82
10	\$ 12.41	\$ 13.97	\$ 14.03	\$ 14.07	\$ 14.11	\$ 14.16	\$ 14.22	\$ 14.26							
11	\$ 12.57	\$ 14.13	\$ 14.21	\$ 14.25	\$ 14.29	\$ 14.35	\$ 14.40	\$ 14.44							
12	\$ 12.72	\$ 14.31	\$ 14.39	\$ 14.43	\$ 14.47	\$ 14.53	\$ 14.58	\$ 14.62							
13	\$ 12.88	\$ 14.51	\$ 14.57	\$ 14.61	\$ 14.65	\$ 14.70	\$ 14.75	\$ 14.80							
14	\$ 13.03	\$ 14.68	\$ 14.74	\$ 14.79	\$ 14.83	\$ 14.89	\$ 14.94	\$ 14.98							
15	\$ 13.69	\$ 15.42	\$ 15.49	\$ 15.53	\$ 15.58	\$ 15.63	\$ 15.68	\$ 15.74							
16	\$ 13.86														
17	\$ 14.03														
18	\$ 14.21														
19	\$ 14.39														
20	\$ 15.11														
21	\$ 15.29														
22	\$ 15.49														
23	\$ 15.68														
24	\$ 15.86														
25	\$ 16.07														
26	\$ 16.08														



**Salary Schedule – 2019-2020 School Year
Nutrition Services Personnel
Terms and Conditions**

1. Placement within Ranges on this schedule is as follows:

Nutrition Services Workers	Cashiers	Managers
Range 1 - All Nutrition Services Workers	Range 2 - ADP up to 400 (also Asst Cashiers)	Range 9 – ADP up to 300
	Range 3 – ADP 401-500	Range 10 – ADP 301-400
	Range 4 – ADP 501-600	Range 11 – ADP 401-500
	Range 5 – ADP 601-700	Range 12 – ADP 501-600
	Range 6 – ADP 701+	Range 13 – ADP 601-700
		Range 14 – ADP 701+

2. A step on the salary schedule is no longer considered to be equal to an employee’s years of experience.
- 3. In accordance with Article 21, General Provision 1:**
Credit for related experience will be given up to five (5) years of experience that is verified by a Human Resources Administrator for newly hired employees.
4. The Human Resources Department must receive verification of experience on a verification form provided by the Human Resources Department by October 1st of the current school year or within 60 days of employment in order to grant credit for experience in the current contract year. *Verification of experience received after this date will be granted in the next fiscal year.*
- 5. In accordance with Article 12 Section B, Item 1:**
Classified employees will earn Sick Leave at the rate of one (1) day per month. The total amount of accrual of Sick Leave for the entire year will be posted at the beginning of the employment year. If the number of days taken during the year exceeds the number earned for the year or the number of days accrued, employees will be docked at their daily rate of pay for each day taken.
- 6. In accordance with Article 12 Section N:**
1. Classified Employees who work on a contract of less than twelve (12) months and therefore do not earn Annual Leave will be granted two days of Paid Personal Leave.
 2. Two (2) additional Personal Leave days will be granted and will be deducted from the classified employee’s salary at the agreed substitute rate of pay.
- 7. In accordance with the Settlement Agreement and Release signed October 20, 2015:**
The district will provide three (3) days of Furlough Restoration Leave to all employees who are employed by the District as of October 20, 2015 and were furloughed three (3) days during the 2015-2016 school year. These days of leave may be taken in accordance with the District’s policy and procedures for Annual Leave. Upon leaving the District, the classified employee will be entitled to and will be paid for accumulated and unused Furlough Restoration Leave. Any classified employees on less than a twelve (12) month contract who earn Personal Leave will have one day of Paid Personal Leave converted to Annual Leave which may be taken in accordance with District policy or accrued until the classified employee leaves the District.
8. Number of hours worked by staff is dependent upon average daily participation (ADP). Managers and full-time workers are guaranteed six (6) hours.



**Salary Schedule – 2019-2020 School Year
Secretarial/Clerical Personnel
Terms and Conditions**

Step	R1	R2	R3	R4
0	10.71	11.21	12.12	13.15
1	10.72	11.26	12.19	13.21
2	10.73	11.32	12.26	13.29
3	10.74	11.37	12.32	13.35
4	10.75	11.42	12.39	13.41
5	10.76	11.65	12.63	13.68
6	10.81	11.77	12.77	13.83
7	10.91	11.89	12.89	13.97
8	11.02	12.00	13.02	14.10
9	11.13	12.12	13.15	14.24
10	11.57	12.61	13.68	14.81
11	11.75	12.80	13.89	15.05
12	11.92	12.99	14.09	15.27
13	12.10	13.18	14.30	15.50
14	12.59	13.71	14.89	16.12
15	12.84	13.99	15.18	16.43
16	13.10	14.26	15.49	16.76
17	13.36	14.55	15.80	17.10
18	13.63	14.83	16.12	17.44
19	13.90	15.13	16.43	17.79
20	14.45	15.74	17.10	18.50
21	14.74	16.05	17.44	18.87
22	15.04	16.37	17.79	19.25
23	15.33	16.70	18.15	19.64
24	15.64	17.04	18.51	20.03
25	16.27	17.72	19.25	20.83
26	16.59	18.07	19.64	21.25
27	16.96	18.48	20.08	21.72



Salary Schedule – 2019-2020 School Year
Secretarial/Clerical Personnel
Terms and Conditions

1. Placement within Ranges on this schedule follows the job description for the specific position.
2. A step on the salary schedule is no longer considered to be equal to an employee's years of experience.
3. **In accordance with Article 21, General Provision 1:**
Credit for related experience will be given up to five (5) years of experience that is verified by a Human Resources Administrator for newly hired employees.
4. The Human Resources Department must receive verification of experience on a verification form provided by the Human Resources Department by October 1st of the current school year or within 60 days of employment in order to grant credit for experience in the current contract year. *Verification of experience received after this date will be granted in the next fiscal year.*
5. **In accordance with Article 12 Section B, Item 1:**
Classified employees will earn Sick Leave at the rate of one (1) day per month. The total amount of accrual of Sick Leave for the entire year will be posted at the beginning of the employment year. If the number of days taken during the year exceeds the number earned for the year or the number of days accrued, employees will be docked at their daily rate of pay for each day taken.
6. **In accordance with Article 12 Section G:**
The District provides annual leave for all twelve (12) month employees. Classified employees will be entitled to fifteen (15) days of paid Annual Leave at the rate of one-and-a-quarter (1.250) days earned per month if the classified employee is on a paid status the majority of the month.
7. **In accordance with Article 12 Section N:**
 - a. Classified Employees who work on a contract of less than twelve (12) months and therefore do not earn Annual Leave will be granted two days of Paid Personal Leave.
 - b. Two (2) additional Personal Leave days will be granted and will be deducted from the classified employee's salary at the agreed substitute rate of pay.
8. **In accordance with the Settlement Agreement and Release signed October 20, 2015:**
The district will provide three (3) days of Furlough Restoration Leave to all employees who are employed by the District as of October 20, 2015 and were furloughed three (3) days during the 2015-2016 school year. These days of leave may be taken in accordance with the District's policy and procedures for Annual Leave. Upon leaving the District, the classified employee will be entitled to and will be paid for accumulated and unused Furlough Restoration Leave. Any classified employees on less than a twelve (12) month contract who earn Personal Leave will have one day of Paid Personal Leave converted to Annual Leave which may be taken in accordance with District policy or accrued until the classified employee leaves the District.



Salary Schedule – 2019-2020 School Year
Technical Staff
 Terms and Conditions

	R1	R2	R3
	Tech I	Tech II	Lead Tech
0	\$ 33,337.00	\$ 38,670.00	\$ 44,670.00
1	\$ 33,504.00	\$ 38,863.00	\$ 44,863.00
2	\$ 33,670.00	\$ 39,058.00	\$ 45,058.00
3	\$ 33,840.00	\$ 39,252.00	\$ 45,252.00
4	\$ 34,008.00	\$ 39,448.00	\$ 45,448.00
5	\$ 34,689.00	\$ 40,237.00	\$ 46,237.00
6	\$ 34,949.00	\$ 40,539.00	\$ 46,539.00
7	\$ 35,212.00	\$ 40,842.00	\$ 46,842.00
8	\$ 35,476.00	\$ 41,150.00	\$ 47,150.00
9	\$ 35,741.00	\$ 41,457.00	\$ 47,457.00
10	\$ 36,456.00	\$ 42,287.00	\$ 48,287.00
11	\$ 36,821.00	\$ 42,709.00	\$ 48,709.00
12	\$ 37,188.00	\$ 43,136.00	\$ 49,136.00
13	\$ 37,561.00	\$ 43,566.00	\$ 49,566.00
14	\$ 37,937.00	\$ 44,002.00	\$ 50,002.00
15	\$ 39,075.00	\$ 45,324.00	\$ 51,324.00
16	\$ 39,563.00	\$ 45,890.00	\$ 51,890.00
17	\$ 40,057.00	\$ 46,465.00	\$ 52,465.00
18	\$ 40,558.00	\$ 47,045.00	\$ 53,045.00
19	\$ 41,066.00	\$ 47,633.00	\$ 53,633.00
20	\$ 41,579.00	\$ 48,228.00	\$ 54,228.00
21	\$ 42,098.00	\$ 48,832.00	\$ 54,832.00



Salary Schedule – 2019-2020 School Year Technical Staff Terms and Conditions

1. Placement within Ranges on this schedule is as follows:
Range 1: Technician-Non Degreed (Tech 1)
Range 2: Technician-Degreed (Tech 2)
Range 3: Lead Technician

Schedule is based on a 260-day school year and 8-hour work day

2. The Monthly Leave Accumulation for months in which the employee works over half of the workdays in that pay period is as follows:

Sick Leave	1.00 days (Unlimited Accumulation) *
Annual Leave	1.25 days (Accumulation Limited to 30 days) *

* All Leave balances will be reported as hours on paycheck

* Holidays are established by the Board of Education

3. A step on the salary schedule is no longer considered to be equal to an employee's years of experience.
4. **In accordance with Article 21, General Provision 1:**
Credit for related experience will be given up to five (5) years of experience that is verified by a Human Resources Administrator for newly hired employees.
5. The Human Resources Department must receive verification of experience on a verification form provided by the Human Resources Department by October 1st of the current school year or within 60 days of employment in order to grant credit for experience in the current contract year. *Verification of experience received after this date will be granted in the next fiscal year.*
6. The Human Resource Development Department must receive an official college transcript by October 1 of the current school year or within 60 days of employment in order to grant credit in the current contract year. *Official transcripts are received after October 1 credit this date will be granted in the next fiscal year.*
7. **In accordance with Article 12 Section B, Item 1:**
Classified employees will earn Sick Leave at the rate of one (1) day per month. The total amount of accrual of Sick Leave for the entire year will be posted at the beginning of the employment year. If the number of days taken during the year exceeds the number earned for the year or the number of days accrued, employees will be docked at their daily rate of pay for each day taken.
8. **In accordance with Article 12 Section G:**
The District provides annual leave for all twelve (12) month employees. Classified employees will be entitled to fifteen (15) days of paid Annual Leave at the rate of one-and-a-quarter (1.250) days earned per month if the classified employee is on a paid status the majority of the month.
9. **In accordance with the Settlement Agreement and Release signed October 20, 2015:**
The district will provide three (3) days of Furlough Restoration Leave to all employees who are employed by the District as of October 20, 2015 and were furloughed three (3) days during the 2015-2016 school year. These days of leave may be taken in accordance with the District's policy and procedures for Annual Leave. Upon leaving the District, the classified employee will be entitled to and will be paid for accumulated and unused Furlough Restoration Leave. Any classified employees on less than a twelve (12) month contract who earn Personal Leave will have one day of Paid Personal Leave converted to Annual Leave which may be taken in accordance with District policy or accrued until the classified employee leaves the District.

Certified/Classified Employee's Right of Representation Form

At the beginning of each school year, employees will receive this "Right of Representation Form" which informs them of their right to representation. This signed form will be maintained at the school site. In the case that the supervisor meets with an employee in reference to any provision in Evaluation or Administrative Intervention, the supervisor will inform the employee of his/her right to representation and will provide the employee with this "Right of Representation Form."

When an administrator requests a meeting with an employee that is of a disciplinary nature or might become disciplinary, the employee will be notified as to the purpose of the meeting when the meeting is requested by the supervisor.

If any meeting with a supervisor becomes disciplinary in nature, the employee has the right to stop the meeting until they can obtain representation (within forty-eight [48] hours). The employee has the right to respond verbally during an investigation.

I am aware of my rights to obtain representation during any meeting.

Employee Signature

Date

To be completed at any subsequent meeting

Certified/Classified Employee's Right of Representation Form

I have been afforded the opportunity to contact my representative to be present during a meeting scheduled within 48 hours of the request of the meeting on _____.

_____ I wish to have representation present at the above-mentioned meeting.

_____ I decline representation at the above-mentioned meeting.

Employee Signature

Date

Immediate Supervisor Signature

Date

Association Representative (if present)

Date

Copy to: Site File and Employee



Las Cruces Public Schools

LCPS Form ACA-E1

Report of Staff Harassment, Intimidation or Bullying

INSTRUCTIONS: Las Cruces Public School District maintains a firm policy prohibiting all forms of harassment, intimidation, or bullying. Please, complete as much information as possible on this report and provide to immediate supervisor or to another administrator as indicated in Regulation ACA-R. Reference: Policy ACA: Sexual Harassment and JICK: Sexual Harassment of Students.

Part I – TO BE COMPLETED BY PERSON MAKING REPORT

Complainant Phone Number:
Complainant School/Location Name

Part II – INFORMATION ON VICTIM

Check type of referral: Harassment Intimidation Bullying Disability Work Location
Name Gender: F M Job Title
Where and When (date and time) incident occurred
Date of Alleged Incident(s)
Name of Person you believe harassed you or another
Work Location
Job Title

Witness
Witness
Witness
Witness
Witness
Witness
Other, please explain

Part IV – INCIDENT INFORMATION

Describe the incident(s) as clearly as possible, including such details as what force, if any, was used; any verbal statements (i.e. threats, requests, demands); what, if any, physical contact was involved, etc.

This complaint is filed based on my honest belief that has harassed, intimidated, or bullied me or another person. I hereby certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge and belief.

Date Name of Complainant

Date Received by

EDUCATIONAL ASSISTANT SUBSTITUTE LOG TIMESHEET

LAS CRUCES PUBLIC SCHOOL DISTRICT #2

****TIMESHEET TO BE USED WHEN SUBSTITUTING A MINIMUM OF 30 CONTINUOUS MINUTES**

Employee Name _____	Dept/Program _____
Employee ID # _____	ACCOUNT CODE _____
Regular Position ___ Educational Assistant ___	Hourly Rate ___ \$6.00 _____
Regular Hours/Week ___ 35 ___ Location _____	Services Provided ___ EA substitute _____

Month _____

	Week 1			Week 2			Week 3		
	Date	Time Worked	# Hours	Date	Time Worked	# Hours	Date	Time Worked	# Hours
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Sub Totals by Week									

Employee Signature _____ Date _____

Principal/Supervisor/Manager Signature _____ Date _____

I certify with my signature that the hours listed above are a true account of the time worked and that payment has not been paid.

FINANCE/HUMAN RESOURCES USE ONLY:

\$6.00/Rate x _____ \$ _____
Total Due

Computed by _____

REPORT OF ABSENCE

INSTRUCTIONS: To request leave, please read the instructions, complete the required information below and submit to your supervisor for approval.

- 1) **Check Leave Balances:** Please check your online Employee Self Service *BEFORE* requesting time off. This is to ensure you have the requested amount of applicable leave available. You may access to the Employee Self-Serve site located at <https://visions.lcps.k12.nm.us/iVisions>
- 2) **Name and absence Dates:** Please print your name and list the dates of absence(s).
- 3) **Type of absence:** Please indicate a check beside the type of absence you are requesting.
- 4) **Length of absence:** Indicated if length of absence is one day or less. If length of absence is more than one day, enter the number of days absent in the space provided.
- 5) **Substitute used:** If a substitute is required, you must also enter your absence in the Subfinder Online System in order to schedule a substitute.
- 6) **Comments:** This is an optional space to provide additional information regarding your absence if necessary.
- 7) **Disclaimer:** Leave may only be approved if earned or available. If not earned or available, employee will be docked.
- 8) **Signatures:** Employee's signature certifies and verifies the information provided is accurate and the Supervisor signature indicates the request has been approved.

Employee Name: _____

Absence Date(s): _____

Subfinder Code: _____

Type of absence	Length of absence		Substitute Required?
<small>*Indicates advanced approval is required Please check one:</small>	List number of hours taken up to 1 day	If less than one day circle one:	Circle one:
<input type="checkbox"/> Annual Leave *		AM / PM	Yes / No
<input type="checkbox"/> Awarded (Merit) Paid Personal*		AM / PM	Yes / No
<input type="checkbox"/> Bereavement		AM / PM	Yes / No
<input type="checkbox"/> CSEC-LC or NEA-LC Business		AM / PM	Yes / No
<input type="checkbox"/> Funeral (Approval if sub is required)		AM / PM	Yes / No
<input type="checkbox"/> Furlough*		AM / PM	Yes / No
<input type="checkbox"/> In-District Activity		AM / PM	Yes / No
<input type="checkbox"/> Jury/Civic/Political		AM / PM	Yes / No
<input type="checkbox"/> Military Leave		AM / PM	Yes / No
<input type="checkbox"/> Paid Personal*		AM / PM	Yes / No
<input type="checkbox"/> Unpaid Personal*		AM / PM	Yes / No
<input type="checkbox"/> Professional* (List reason in comments below)		AM / PM	Yes / No

Comments: _____

This Form Must Be Signed And Approved

Supervisor Approval: Approved Not Approved

Employee Signature

Date

Supervisor Signature

Date

Original Copy - Retain three years in local school/department office. May copy original as needed (i.e.: employee copy).

Revised 9/5/19