

Negotiated Agreement

June 28, 2021 -
June 30, 2022



between the
Rio Rancho Board of Education
and the
Rio Rancho School Employees' Union

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the Rio Rancho School Employees Union

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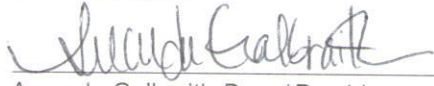
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AGREEMENT SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused to be executed on their behalf the Negotiated Agreement Between the Rio Rancho Board of Education and the Rio Rancho School Employees' Union (June 28, 2021 through June 30, 2022).

THE BOARD OF EDUCATION OF THE RIO RANCHO PUBLIC SCHOOLS, COUNTY OF SANDOVAL, STATE OF NEW MEXICO:



Amanda Galbraith, Board President

6.28.2021

Date:

RIO RANCHO SCHOOL EMPLOYEES' UNION:



Billie Helean, Union President

6.29.21

Date:

ARTICLE 1 – AGREEMENT

This agreement is entered into by the Board of Education of the Rio Rancho Public School District and the Rio Rancho School Employees' Union. The Board of Education shall herein be referred to as the Board or the District, and the Rio Rancho School Employees' Union shall herein be referred to as the RRSEU or the Union.

This agreement shall become effective upon the signatures of the parties following ratification by the Union and approval by the Rio Rancho Board of Education.

ARTICLE 2 – DEFINITIONS

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

- A. "Bargaining Unit" shall mean those classification titles set forth in Appendix A of this Agreement.
- B. "Board" shall mean the Rio Rancho Public School District Board of Education.
- C. "Day" shall mean workday; holidays recognized in the District when employees are not required to work shall not be counted as days.
- D. "District" shall mean the Rio Rancho Public School District.
- E. "Employee" shall mean an employee within this bargaining unit for which the Rio Rancho School Employees' Union has been recognized as exclusive representative.
- F. "Union" shall mean the Rio Rancho School Employees' Union (RRSEU).
- G. "Superintendent" shall mean the chief executive officer of the Rio Rancho Public School District.
- H. "Licensed" shall mean all PED licensed bargaining unit employees. Educational assistants will be referred to as "PED Licensed Support Staff."
- I. "Non-Licensed" shall mean all PED-non-licensed bargaining unit employees.
- J. "Qualified" shall mean meeting the minimum qualifications listed in a job posting.
- K. "Vacancy" shall mean a position, which is unfilled that the District intends to fill. The District reserves the right to revoke its decision to fill a position at any time.
- L. "Demotion" means reassigning an employee from his/her currently held job title to a job title with a lower rate of pay with a commensurate pay reduction for the employee.
- M. "Emergency" means a one-time crisis that was unforeseen and unavoidable.
- N. "Designated Work Week" means the period of time between Sunday, 12:01 am through Saturday, midnight.

ARTICLE 3 – AGREEMENT CONTROL

- A. If any District policy, regulation, or directive is in specific conflict with any provision of this Agreement, the Agreement provision will control. Board of Education sanctioned rules and regulations, administrative directives, department rules and regulations, and work place practices as amended shall control unless there is a conflict with this Negotiated

Agreement. When a conflict exists, this Negotiated Agreement will control.

- B. The parties, by mutual written agreement, may modify this Agreement.
- C. The District will not implement any change that is in specific conflict with this Agreement.
- D. Unless otherwise specifically stated herein, the provisions, conditions, and requirements of this Agreement shall apply to all employees in the bargaining unit.

ARTICLE 4 – NEGOTIATIONS PROCEDURES

- A. Negotiations for a successor agreement may be initiated by either party by submitting a written notice to the opposite party requesting the commencement of negotiations. The notice shall be sent no earlier than one hundred twenty (120) calendar days and no later than ninety (90) calendar days prior to the agreement's termination date. In the event the negotiations are initiated by RRSEU, the notice shall be sent simultaneously to the District Superintendent and the Human Resources Director. The receiving party shall reply within a reasonable time period.
- B. Negotiations will be conducted in closed session.
- C. Additional negotiation ground rules may be negotiated by the parties.
- D. During negotiations, the parties shall meet at mutually acceptable times and places.
- E. All agreements reached by the parties shall be initialed as tentative agreements. Complete agreement on negotiations is accomplished when the Union ratifies and the Board approves the Agreement.

ARTICLE 5 – COMMITTEES

- A. The District will not establish any committee that includes bargaining unit employees which would conflict with the Union's responsibilities as exclusive representative.
- B. The District and Union recognize that site level committees can result in positive benefits for the educational process. Accordingly, site-level committees shall be honored to the extent they are not contradictory to this Agreement, and their recommendations are subject to the final approval of the site supervisor (principal).
- C. In an effort to increase the diversity and quality of representation by bargaining unit members on district-wide and site-based committees, administrators will communicate to the Union opportunities for committee appointments. The Union and the District will encourage bargaining unit members to apply for committee appointments.

ARTICLE 6 – COPIES

The District and RRSEU will post the contract on their respective websites. RRSEU site liaisons shall have access to a printable version of the contract.

ARTICLE 7 – RECOGNITION

The School District recognizes the Union as the exclusive representative for all regular full- and part-time employees who are members of the designated bargaining unit, as described in Appendix A.

ARTICLE 8 – UNION RIGHTS

The following provisions shall be granted exclusively to the RRSEU and shall not be granted to any other labor organization.

A. Payroll Deduction

1. The District agrees to deduct RRSEU dues from the salary of any employee who requests such deduction on a form authorized by the Union. The deductions shall be made from the employee's paycheck twice monthly (twenty-four (24) out of twenty-six (26) pay periods).
2. Authorizations may be submitted to the District Finance Office at any time, and the deductions will normally commence the following pay period.
3. The monies deducted shall be transmitted via electronic funds transfer to the RRSEU normally within three (3) working days following each pay date for which deductions were made.
4. Employee deduction authorizations shall be continuous and not subject to periodic reauthorization.
5. Deductions may be terminated only between May 5 – May 15 of any year. The employee must provide written notice to the Union at least thirty (30) calendar days prior to the deduction termination. The Payroll Office shall terminate deductions for an employee's RRSEU dues only upon receipt of written confirmation of termination from the RRSEU. Termination of dues deduction due to hardship will be processed by the Payroll Office within five (5) business days of receipt of such notice from RRSEU.
6. The RRSEU and its parent organizations agree to indemnify, defend, and hold harmless the District for any claim regarding the District's compliance with the provisions of Section A.

B. RRSEU Communication Liaisons/Communication Rights

1. RRSEU Communication Liaisons will include:
 - a. the RRSEU Executive Vice President;
 - b. RRPS employees who are bargaining unit members assigned to the site;
 - c. The RRSEU Executive Board members (also RRPS employees but not necessarily assigned to the site);
2. A written list of Communication Liaisons will be provided to the Executive Director of Human Resources no later than July 1 for 220/240 day employees, September 1 for all other employees, and thereafter prior to any changes.
3. RRSEU and their Communication Liaison, shall be permitted to use accepted avenues of internal communication for communicating with members of the bargaining unit, provided communications are professional in nature and not disruptive of the duty day. This shall include:
 - a. Communication boxes;
 - b. Public address systems;
 - c. Bulletin boards; and
 - d. E-mail

RRSEU and their Communication Liaison shall have the right to use these systems or other similar communication systems of a public employer to communicate with the employees in the bargaining unit regarding:

- a. collective bargaining, including the administration of collective bargaining agreements;
- b. the investigation of grievances or other disputes relating to employment relations; and
- c. matters involving the governance or business of the labor organization.

- d. RRSEU communications shall be made during non-duty hours and shall not include libelous, slanderous, or inflammatory materials. Emails sent by RRSEU to employees' District email addresses shall include in the subject line "Please Open Outside of Your Duty Day".
 - e. Information regarding the Union's support of, or opposition to, candidates for elective public office shall not be allowed in any format of communication as named above or during the duty time of employees.
4. The District may allow, as needed, Communication Liaisons a reasonable opportunity to present a statement and/or answer questions at staff meetings.
 5. The District shall make available space at each worksite for a bulletin board for RRSEU's use.
 6. District shall provide representatives of RRSEU reasonable access to employees within the bargaining unit, including the following:
 - a. For purposes of newly hired employees in the bargaining unit, reasonable access includes:
 1. the right to meet with new employees, without loss of employee compensation or leave benefits; and
 2. the right to meet with new employees within thirty days from the date of hire for a period of at least thirty minutes but not more than one hundred twenty minutes, during new employee orientation or, if the public employer does not conduct new employee orientations, at individual or group meetings; and
 - b. For purposes of employees in the bargaining unit who are not new employees, reasonable access includes:
 1. the right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations; and
 2. the right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods, and during any other break periods.
 7. District shall permit RRSEU to use the public employer's facilities or property, whether owned or leased by the employer, for purposes of conducting meetings with the represented employees in the bargaining unit. RRSEU may hold the meetings described in this section at a time and place set by RRSEU. RRSEU shall have the right to conduct the meetings without undue interference and may establish reasonable rules regarding appropriate conduct for meeting attendees. The RRSEU will be permitted to use meeting areas in District buildings in accordance with the District's (or site's) building use policy. Said worksite meetings shall not occur during, or interfere with, employees' duty time unless specifically agreed to by the parties. The principal or supervisor at the site shall be notified in advance of worksite meetings.
 8. The meetings described in this section shall not interfere with District operations.
 9. If either side raises concerns about the use of any of the above-named avenues of communication, a temporary suspension of privileges may be invoked until the Union Management Committee can be convened to address the concern, investigate the issue(s), and determine the appropriate actions to be taken as quickly as possible.

C. Information Provided

1. Upon request, the District shall provide the RRSEU any information classified as public information. This shall not be interpreted to require the District to develop new reports or analyses.

- a. A copy of the Board Meeting Agenda, minutes, and press packet will be made available to the RRSEU president via website when it is available for distribution to the press.
- b. A copy of all District policies and procedures, and amendments thereto, will be made available to the RRSEU president via the RPRS website as soon as copies are available for distribution.
- c. Subject to the availability of information and the District's capability, without having to expend significant time or resources to develop new programs or software to generate specific reports, the RRSEU shall be provided a list or a variety of lists as may be available in various formats, employee information in the following manner:
 - Each report will contain bargaining unit employee name and date of hire, cellular, home and work telephone numbers, email addresses, home address and employee's job title, salary and work site location as is available in the district's database.
 - A report will be provided monthly with bargaining unit member new hire, transfer and resignation/retirement information.
 - A report will be provided every one-hundred twenty (120) days with a complete listing of all bargaining unit members and the above mentioned information. This information will be provided no later than September 1st, January 1st, and May 1st of each school year.
 - The information in these reports shall be kept confidential by RRSEU and its employees or officers.
- d. For any non-electronic information requested by the Union, under either this subsection or under the New Mexico Public Records Inspection Act, the Union will pay fifteen cents (\$.15) per page copy fee (for requests of less than 30 pages) or twenty-five cents (\$.25) per page copy fee (for requests of 30 or more pages) in advance of their receipt of the material.
- e. If the Union requests any information governed by the New Mexico Public Records Inspection Act, and fails to receive such information from the district in a timely manner, the Union will notify the Superintendent's Office in writing identifying the specific information which was not received, within five (5) days of the due date for the delivery of information requested, to allow both parties to resolve the issue in a reasonable and timely manner.

D. Representation

1. The RRSEU president or designee shall have the right to conduct RRSEU business related to a grievance or other representation on district property which shall occur during an ~~an~~ employee's non-duty time.
2. RRSEU officials or designee who are not District employees shall have the right to visit District Office and school site administrative offices for the purpose of conducting representational business, provided the representative follows District and site visitor policies. RRSEU representatives who are not District employees shall make an appointment with the appropriate RPRS administrator for any meeting(s) held on District premises.
3. If an employee is to meet with the RRSEU official or designee, the visit shall occur during the employee's non-duty time except as may be agreed to by the site administrator.
4. An administrator or employee may propose representation at any meeting where s/he feels representation could facilitate communication. If an administrator or employee has requested representation at a meeting concerning disciplinary action and the representative is unavailable, the meeting will be delayed up to twenty-four (24) hours.

E. Release Time

1. RRSEU officers and/or representatives will be entitled to up to a total of fifteen (15) days release time per year

without pay to conduct RRSEU business, provided the releases do not unreasonably interfere with instruction. Any one employee may use no more than five (5) days with the exception of the RRSEU President. RRSEU officers may be granted up to five (5) days out of the fifteen (15) days of release time as professional leave to participate in NEA or AFT trainings, conventions, and conferences which the District determines are beneficial to the District. RRSEU will attach a copy of an official document that describes the training, convention, or conference to the leave request. Upon return from the leave, the employee will meet with the Principal and share the information obtained. The employee granted the leave may be required to share the information gained from the training, convention, or conference with District employees. Leave under this provision will be submitted by the employee requesting leave on the Leave Requiring District Level Approval (LRDLA) form, which will be sent to the Union President for approval.

2. Upon request by the RRSEU president or his/her designee, the District will grant a leave of absence, without pay, for the entire school year or for a portion of the school year provided said requestor has not received a written reprimand and/or has not been placed on a Professional Growth Plan during the previous two years. The request must be made prior to the end of the school year for the following year.

ARTICLE 9 – DISCIPLINARY ACTION AND EMPLOYEE RIGHTS

- A. When an employee is to be discharged or terminated, such discharge or termination will be done in accordance with appropriate law and applicable provisions of this Agreement.
- B. When a disciplinary action (excluding verbal warnings) is being considered by a supervisor or District official, the employee will be notified within 48 hours and given the opportunity to be accompanied by an RRSEU representative/designee or other representative at any scheduled meeting regarding the matter. Upon mutual agreement, a RRSEU representative/designee may be present for any other meetings between an employee and his/her supervisor or District official. An administrator or employee may propose representation at any meeting where s/he feels representation could facilitate communication.
- C. Normally, any correction of performance or behavior of an employee or an administrator will be made in private, and not in the presence of students, parents, other District employees, or members of the public.
- D. The District has the right to investigate all allegations of employee misconduct. The supervisor will update the employee as needed.
- E. An employee may be placed on paid administrative leave during an investigation involving the employee, and the employee will be informed of the general basis for the investigation.
- F. During an employee investigation, no documentation related to the matter under investigation will be placed in the employee's official personnel file until the investigation is completed. If the investigation shows that no misconduct occurred, there will be no record of the investigation in "the official" employee file. But, according to Article 26, the employee will be allowed to submit a written response to any document placed in the official employee file or the working file as described in Article 26, Section E.
- G. Prior to disciplinary action (other than a verbal warning or written or reprimand) the employee will be given the opportunity to respond to the charges against him/her.
- H. Employees will cooperate in all School District investigations, including being completely truthful when answering questions and/or responding to charges.
- I. All employees will abide by the RRPS Employee Standards of Conduct.

ARTICLE 10 – MANAGEMENT RIGHTS

- A. Direct and supervise all district operations, functions, and the work of the employees:
 - 1. Hire, lay off, promote, assign, transfer, demote, suspend, discharge, or terminate district employees;
 - 2. Determine the place to report for work; determine the processes, methods, and manner of performing the work;
 - 3. Determine staffing requirements; create, abolish, and reallocate positions; or eliminate or reorganize work units;
 - 4. Establish and revise schedules of work;
 - 5. Establish, revise, and implement standards for hiring and promoting employees;
 - 6. Assign shifts, work days, hours of work, and work locations; and
 - 7. Designate, assign, and reassign work duties.
- B. Determine qualifications for employment and the nature and content of personnel examinations:
 - 1. Determine the need for additional positions, the qualifications of new employees, and determine the qualifications of employees considered for transfer and/or promotion; and
 - 2. Evaluate and judge the skill, ability, efficiency, and general work performance of employees.
- C. Take actions as may be necessary to carry out the mission of the public employer in emergencies.
- D. Retain all rights not specifically limited by this collective bargaining agreement or by the law.
- E. Determine what, by whom, and when educational services will be provided to the school community.

ARTICLE 11 – UNION / MANAGEMENT COMMITTEE

- A. The purpose of the Union Management Committee (UMC) shall include, but is not limited to, the resolution of problems and concerns related to the implementation of this Agreement and other mutually-agreed-upon issues, to include cooperative discussions addressing the resolution of issues regarding the impact of instructional and professional decisions. If either party wishes to proceed to negotiations regarding the impact of instructional and professional decisions, negotiations will be formally opened between the District and the Union outside this committee.
- B. Issues may be brought to the UMC by the executive committee of the Union or by the Superintendent/designee. The Executive Committee will be identified to the District within thirty (30) days of ratification of this Agreement, or resolution through impasse procedures, and within ten (10) working days of any change.
- C. The committee shall be composed of three (3) Union-appointed employees who are impacted by the issue at the table and three (3) District-appointed non-bargaining unit employees who are selected depending upon the issue. This committee shall make appropriate recommendations to the District and the Union.
- D. The UMC will meet within ten (10) working days of notification of the issue to either party, at a mutually acceptable time and place. The UMC may create subcommittees as needed to fulfill specific responsibilities.

ARTICLE 12 – GRIEVANCE PROCEDURE

- A. Purpose

The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, equitable resolutions to problems, which may arise affecting employees alleging a violation of this agreement. This is the only grievance procedure for the employees in the bargaining unit. To the extent allowed by law, this provision shall be considered a clear and unmistakable waiver of any right the Union and the employees in the bargaining unit may have to initiate alternative remedies other than those contained in this Article for issues covered by this Agreement.

B. Definitions

1. A "grievance" shall be defined as an allegation of a violation of this agreement.
2. A "grievant" shall be any employee, group of employees, or the Union.
3. A "party in interest" shall mean any witness at a grievance hearing, a person against whom an action may be taken, or a person who may be impacted as a result of any action taken to resolve a grievance.
4. "Days" shall mean workdays delineated in the RRPS 240-day (year-round) calendar.

C. Procedures

1. Grievance proceedings shall be kept informal and confidential at all levels of this procedure.
2. The number of days indicated at each level of this procedure shall be considered maximum, and every effort shall be made to expedite the process.
3. If the District fails to comply with the time limits as set forth under any of the procedure levels, the grievance shall be considered automatically appealed to the next level of the procedure.
4. If the grievant fails to comply with the grievant's time limit requirements as set forth under any of the procedure levels, the grievance shall be considered null and void.
5. The time limits set forth herein may be extended provided the parties have mutually agreed upon the extension in writing. A grievance shall not be considered unless the grievant initiates the grievance no later than ten (10) days after the grievant knew or reasonably should have known of the action which precipitated the grievance and contains at a minimum the following:
 - a. the date of the action or event being grieved;
 - b. the Article and Section of the Agreement allegedly violated, explaining and providing a summary of how each Article and Section applies to the grievance;
 - c. all applicable dates, witnesses, and/or documents; and
 - d. the specific remedy sought.
6. Whenever the District responds to a grievance, or the time limit for response expires, the employee has ten (10) days to file the grievance to the next level.
7. The grievance may not be amended to include additional aggrieved issues and/or provisions of the agreement not raised at Level 1.
8. No reprisal or retaliation by any party to the grievance shall be taken against any party in interest, including witnesses, as a result of participation by the party in the proceeding of a grievance.
9. A grievant and the party charged may be accompanied and represented at any hearing or meeting conducted under this procedure.

10. An employee, acting individually, may present a grievance without Union assistance provided the grievance has been processed in accordance with this procedure. At any hearing of the grievance brought individually by an employee, the Union (as a party to the Agreement), will be afforded the opportunity to be present and present its views. Any adjustments made shall be consistent with the provisions of this Agreement. The Union will be advised of any resolution and/or adjustment.
11. If a grievance affects a group of two (2) or more employees or involves an action or a decision by the District, which has a system-wide impact, the Union may submit the grievance on behalf of the affected employees at Level 2.
12. The parties may exchange information they believe will assist in resolving the grievance.
13. Records of the grievance shall be kept in a file separate from the employee's personnel file.
14. All grievances and grievance responses shall be filed and processed as per this Agreement.
14. Unless otherwise agreed by the parties, the processing of grievances shall be conducted before or after the duty day.

D. LEVEL 1 – Written Grievance to Site Supervisor

1. The grievant shall, within ten (10) days after the grievant knew or reasonably should have known of the action which precipitated the grievance, submit a written grievance with the grievant's immediate supervisor with the objective of resolving the grievance.
2. Within ten (10) days of receipt of the written grievance, the principal/immediate supervisor shall arrange a meeting in an attempt to resolve the grievance. Within ten (10) days of the conclusion of the meeting, the principal/immediate supervisor shall tender a written response.
3. If the grievance is not resolved to the satisfaction of the grievant, the grievant shall have ten (10) days from the date the written response was due to submit a request to the Human Resources Department for continuance of the grievance at Level 2.
4. A grievance may be instituted at Level 2 if it involves a decision that applies to more than one work site or if a supervisor indicates to the grievant that s/he has no authority to resolve the grievance.

ALL GRIEVANCE PROCEDURE DEADLINES FROM THIS POINT FORWARD MAY BE WAIVED TO A MAXIMUM OF FIVE (5) ADDITIONAL DUTY DAYS UPON MUTUAL AGREEMENT.

E. LEVEL 2 – Written Grievance to Human Resources

1. Within ten (10) days of receipt of the written grievance by the Human Resources Department, the appropriate department Executive Director shall hold a meeting for the purpose of attempting to resolve the written grievance.
2. The appropriate department Executive Director shall render a written decision within ten (10) duty days of the meeting held with the grievant.
3. If the grievance is not resolved to the satisfaction of the grievant, the grievant shall have ten (10) days from the date the written response was due, or received by the grievant, whichever date is earlier, to submit the grievance to Level 3.

F. LEVEL 3 – Written Grievance to Superintendent

1. No later than ten (10) days of receipt of the written grievance, the Superintendent or designee shall hold a

meeting in an attempt to resolve the written grievance.

2. Each party shall be entitled to bring documents and/or witnesses to the meeting in order to present evidence on his/her behalf.
3. The Superintendent shall issue a written response within ten (10) days following the meeting.

G. Arbitration

1. If the grievance is not resolved at the meeting of the grievant/Union and the Superintendent, the grievant may request that the grievance be submitted to arbitration. Such request must be submitted by the RRSEU in writing to the Federal Mediation and Conciliation Service with a copy to the Superintendent not later than ten (10) days following the receipt of the decision of the Superintendent.
2. The arbitrator shall be selected from the panel of seven (7) arbitrators within thirty (30) days of receipt from the Federal Mediation and Conciliation Service (FMCS). To select an arbitrator, the parties shall toss a coin to determine who shall have the option to strike the first name from the panel provided by the FMCS. Each party will alternately strike one name until one name remains.
3. The arbitrator shall conduct a hearing as soon as possible in accordance with the Uniform Arbitration Act.
4. The arbitrator's decision shall be in writing and shall include the decision, rationale, and, if appropriate, relief. The arbitrator shall not have the authority to alter the terms of this Agreement. The arbitrator's decision shall be final and binding on the parties subject to appeal under the provisions of the Uniform Arbitration Act. The parties shall share the arbitrator's fees and costs equally. The party incurring the costs shall assume all other expenses.

ARTICLE 13 – EMPLOYMENT PROCEDURES

A. The District is an Equal Opportunity Employer. Rio Rancho Public Schools will provide employment opportunities, without regard to race, color, religion, sex, ethnicity, sexual orientation, age, national origin, and disability or any other prohibited basis, in conformity with the laws of the United States and the State of New Mexico. Neither the District nor the Union will discriminate against any bargaining unit employee with regard to membership or non-membership in the union. To the extent allowed by law, all claims of a violation of this Article must be resolved with the grievance procedure contained in this Agreement.

B. Employment

- a. Upon initial employment with the district, employees will be placed on the appropriate salary schedule in accordance with District policy and any terms of this Agreement.
- b. For purposes of experience credit on the salary schedule for instructional staff, partial years of experience (based on a school year calendar) will be awarded in accordance with the following schedule:

2. 64 or less taught in a school year	3. 0 credit
4. 65 to 134 days taught in a school year	5. one-half (.5) year credit
6. 135 or more days taught in a school year	7. one (1) year credit

- a. A maximum of twenty (20) years of experience will be credited for salary placement of newly hired teachers. A maximum of fifteen (15) years of experience will be credited for salary placement of newly hired non-teachers.

- b. Employees will be compensated for additional training, experience, and professional development in accordance with the negotiated salary schedule.
- c. Part-time employees shall be compensated on a pro rata basis of a full-time employee. Compensation will be at the appropriate step as if the employee were employed full-time.
- d. The District will provide transportation employees who are to be rehired notice of its intent to rehire them for the following school year by June 30. The parties agree that in many circumstances earlier notification is desirable. At the discretion of the District, notice to employees of intent to rehire may be effectuated earlier than the June 30 timeline. It is understood that this notice constitutes reasonable assurance of employment for the next school year.

C. Resignation

- a. Licensed employees who intend to resign employment from the District shall provide a minimum of thirty (30) calendar days prior written notice of the intended effective date of resignation.
- b. Non-licensed employees shall provide a minimum of ten (10) work days prior written notice of the intended effective date of resignation.
- c. Any administrative action responding to a resignation notice shall be performed before or after the duty day, unless initiated by the employee, and in private. The subject employee shall be notified prior to publication or announcement.

ARTICLE 14 – WORK YEAR

- A. Unless otherwise noted below, the standard work year shall be 192 days. The number of additional days is based upon operational need of the District.
- B. Other than transportation employees, the work year for each employee shall be delineated in his/her individual employment contract.

C. PED Licensed Employees' Work Year for the Term of this Agreement

- Middle School Counselors 192 plus 5 days
- School Librarians 192 plus 10 days
- High School Counselors 192 plus 10 days
- High School Nurses 192 plus 5 days
- Special Education Site Specialists 192 plus 10 days
- Licensed employees assigned additional workdays shall be compensated at the daily rate of pay (i.e., salary / 192).

D. PED Non-Licensed Employees' Work Year for the Term of this Agreement

- Custodial and Maintenance Workers 245 Days
- Secretarial/Clerical Staff 197 / 215 / 220 / 225 / 240 days
- Transportation workers At least 190 days
- Non-exempt employees who are assigned additional work days beyond the standard contract days shall be paid their hourly rate of pay for all hours worked. Overtime will be paid in accordance with the Fair Labor

ARTICLE 15 – DUTY DAY

- A. The normal duty day for licensed employees shall be seven and one half (7.5) hours, which includes an uninterrupted (30) thirty-minute duty-free lunch.
- B. The lunch period for licensed support staff (educational assistants) may be subject to reasonable scheduling by the site supervisor.
- C. The normal duty day for full-time non-licensed personnel shall be eight (8) hours plus a minimum thirty (30) minutes non-paid duty-free lunch period. The lunch period may be subject to reasonable scheduling by the supervisor. The parties recognize that “split-shifts” (i.e., workdays in which the time during which the employee is required to be at work is not continuous not including the unpaid lunch period) should be kept to a minimum and assigned on a voluntary basis when possible. An employee assigned a split shift shall be provided reasonable notice of the assignment.
- D. The workday for food services employees shall be variable. For the duration of this Agreement, however, each food service employee’s workweek shall not be involuntarily reduced below the level in existence at the time this Agreement commences unless lack of demand requires a reduction in force.
- E. The normal duty day for full time transportation bus drivers and attendants shall be a minimum of five and one half (5.5) hours. Break periods may be subject to reasonable scheduling by the supervisor. The parties recognize that “split-shifts” (i.e., workdays in which the time during which the employee is required to be at work is not continuous not including any break period) are part of the regular schedule for certain transportation employees. An employee assigned a different type of shift shall be provided reasonable notice of the assignment.
- F. Staff shall be notified of any duty day changes with at least ten (10) days’ notice, except in emergency circumstances.
- G. Licensed support staff (educational assistants) shall receive a 15-minute rest break during the first four hours of work unless the employee and principal or designee mutually agree that the rest break will be scheduled during the last three hours of work.
- H. Non-licensed staff, who work an eight-hour day, shall be entitled to a rest break scheduled during the first four (4) hours of work and another rest break scheduled during the second four (4) hours of work. Breaks may be subject to reasonable interruptions and/or scheduling by the supervisor.
- I. Non-licensed employees who are authorized to work in excess of forty (40) hours during any work week shall either receive compensatory time at the rate of one and one half (1-1/2) times the time in excess of forty (40) hours or, with the prior approval of the Superintendent, be compensated at the rate of one and one-half (1 1/2) times the employee’s regular hourly rate of pay. Compensatory time shall be scheduled as soon as possible after the overtime is performed. If accrued compensatory time reaches eighty (80) hours, subsequent overtime will be paid at one and one-half (1-1/2) times the employee’s regular hourly rate of pay. Unless an operational necessity dictates otherwise, overtime shall be assigned by classification or verifiable special skill and location on a voluntary basis with reasonable notice. When volunteers are not available, the overtime shall be assigned by classification or verifiable special skill and location on the basis of seniority, with the most senior employee being provided the opportunity to either accept or reject the overtime assignment. It is understood that, notwithstanding the voluntary or other considerations stated above, the completion of a task in progress at the end of a normal work period may reasonably be assigned to the employee(s) performing such tasks.
- J. Staff meetings shall be scheduled with reasonable notice to the affected employees. Staff meetings scheduled prior to the commencement of the instructional day shall be concluded early enough to provide a reasonable amount of time for employees to arrive at their assigned areas to supervise students. Staff meetings, which begin after the conclusion of the

instructional day, shall commence at a time, which allows a reasonable amount of time for the employees to conclude student supervisory responsibilities.

- K. Notwithstanding the provisions set forth under paragraph A of this article, licensed employees may be required to perform the following duties and/or assignments beyond the duty day:
1. Evening parent conferences scheduled by the employee which require the employee to return to the worksite shall be compensated on a time-for-time flex-time basis for the conference time, exclusive of travel time, provided the flex time is mutually scheduled by the employee and the employee's immediate supervisor and normally is scheduled during non-instructional time;
 2. Evening assignments (not more than two evenings each year). Employees may volunteer for additional assignments if so desired..
 3. Committee assignments related to the employee's normal assignments or area of responsibility.; employees will not be assigned by the administration to more than one unpaid committee position, but employees may volunteer for additional committees if so desired.
 4. Other meetings which will not exceed three (3) hours each month. The additional time shall normally be contiguous with the duty day.
 5. An employee may be requested to serve as a volunteer, but may not be compelled to serve for any additional assignments other than those as discussed above. An employee who believes his/her assignments beyond the regular workday are onerous, excessive, or intrusive, after discussing the concerns with their administrator, may bring the concerns to the Union/Management Committee for review. If the employee is not satisfied with the disposition from the UMC, the employee may grieve the concerns through the Grievance Procedure provisions of this Agreement.
- L. When school is delayed due to inclement weather conditions, employees' reporting time will be delayed the same amount of time as the students' reporting time (i.e., a two-hour delay means that staff members shall report two hours later than their normal reporting time). Custodial and maintenance employees shall report as soon as possible for snow removal purposes.
- M. Provisions of this Article do not apply to employees working in Transportation Department. Transportation Department employees will have a duty day as assigned by the Department Director. Overtime will be paid in accordance with the provisions of the Fair Labor Standards Act.

ARTICLE 16 – SUBSTITUTES AND SUBSTITUTE DESK

- A. The District agrees that a formalized process for acquiring substitute teachers will be in place for the Rio Rancho School District. This process shall not alleviate the employees' responsibility for contacting their supervisor or designee and fulfilling the leave requirement of the District and/or worksite. Leave is subject to the approval of the supervisor.
- B. When employees need to leave their worksite during the duty day, they shall notify their supervisor; and, if appropriate, they may request leave.
1. A teacher may be assigned to substitute during his/her preparation time when no substitute is available.
- C. Educational assistants who are required by their supervisor to substitute will not be required to fulfill their educational assistant assignments simultaneously.

ARTICLE 17 – ACADEMIC FREEDOM / STAFF RESPONSIBILITIES

- A. Students shall be provided an unbiased and complete study and examination of all academic issues consistent with the curricular and instructional requirements and/or policies of the District Board of Education and Public Education Department regulations.
- B. When a concern has been identified with regard to an employee's approach to the delivery of the curriculum, he/she shall meet with the principal/designee in a collaborative effort. The purpose of the meeting will be to review the policies of the District Board of Education and the New Mexico Standards and Benchmarks. Upon mutual agreement that the concern has been resolved, the employee may resume in accordance with this agreement. Should an agreement not be reached, the parties will follow Board policy for resolution of the issue.

ARTICLE 18 – COLLABORATION AND PLANNING TIME

- A. The parties recognize the educational importance of collaboration and planning time for licensed employees. The parties will cooperate in maximizing collaboration and planning time consistent with the District's resources and program objectives and offerings.
- B. Barring unforeseen circumstances, all licensed staff will be provided a minimum of 180 minutes per week, including early release days, to prepare for instruction.
- C. High school and middle school licensed employees shall be assigned preparation, collaboration, and planning time equivalent to at least one (1) period per day which may be averaged over a two (2) week period.
- D. Elementary licensed classroom generalist teachers shall be assigned preparation, collaboration, and planning time when their students are receiving art, music, or physical education instruction from a licensed specialist teacher. The district will make a reasonable effort to secure substitutes for employees whose regular assignment is to provide art, music, or physical education instruction.
- E. Teachers at the elementary level will have designated planning time during their related arts special and half the time on early release Wednesdays. Teachers will have the option of utilizing related arts planning time to plan alone or with colleagues. Collaboration times will be established by site administration with the expectation that teachers will work with their collaborative teaching teams for professional development or planning (to meet the needs of each school site). On early release Wednesdays, an equal share will be devoted to planning and to collaboration (i.e., 3 hours for preparation and 3 hours for collaboration) This provision of time may be altered only upon mutual consent of the parties.

ARTICLE 19 – JOB DESCRIPTIONS

- A. All employees will be provided with a copy of their current job description when hired and upon revision.
- B. The RRSEU President and the District's Director of Human Resources will meet to discuss the development and revision of job descriptions. By mutual agreement with the District, the RRSEU President may designate a Union Representative / Designee as his/her substitute. By mutual agreement with the RRSEU, the Director of Human Resources may designate her/his substitute. Agreement shall not be unreasonably denied.
- C. The parties recognize that the purpose of a job description is to provide a general description of duties, not an all-inclusive list.
- D. Licensed employees will be assigned within their license(s) / endorsement(s), except in cases of emergency or short-term assignments, normally not to exceed sixty (60) days, or as allowed by law.

ARTICLE 20 – CLASS SIZE LOADS

- A. The District will continue to comply with applicable standards and guidelines in determining class size, class load limits, waivers, and staffing patterns.
- B. The District shall consult with affected employees prior to requesting any waiver from the Public Education Department.

ARTICLE 21 – TEACHING / WORKING ENVIRONMENT

The RRSEU and the District agree that teaching is the primary responsibility of a teacher. The parties recognize that the performance of non-instructional duties, which may include but are not limited to hall, playground, recess, before- or after-school supervision, by teachers is necessary for safety and security. It is agreed that the assignment of these duties should be kept to a minimum and assigned on a fair, non-prejudicial basis. It is further agreed that non-teacher bargaining unit employees may be utilized to assist in the supervision of students also on a fair, non-prejudicial basis. Reasonable attempts will be made to maintain licensed employees in classrooms. Any concerns regarding the assignment of these duties to bargaining unit employees shall be addressed with the site's principal.

ARTICLE 22 – PROFESSIONAL AND STAFF DEVELOPMENT

The District and RRSEU encourage employees to provide recommendations regarding professional and staff development processes and activities. Twice per calendar year, upon request from the RRSEU, the District will provide information about district-level professional and staff development processes and activities for review, comment, and recommendations.

ARTICLE 23 – EVALUATIONS

The primary objective of the Performance Evaluation Plan is to assist and improve the quality of instruction and to measure adherence to standards. The evaluation will identify areas of strength and weakness, attempt to improve communication, and develop priorities for improvement.

- A. Teachers will be evaluated in accordance with the New Mexico Teacher Competencies and Indicators for Licensure Level as written in NMAC 6.69.4.12 or as otherwise directed by the NM Public Education Department and/or applicable law. Teachers shall be evaluated according to the district's evaluation schedule, which will use the cycle indicated in the New Mexico Three-Tier Evaluation Plan as a minimum.
- B. Non-licensed employees will be evaluated in accordance with the District's Evaluation Plan. The evaluation will be in writing and will be discussed with the employee in a conference with the employee's supervisor.
- C. The parties agree that, when an employee exhibits deficient performance that does not warrant immediate corrective action, the evaluation process can be utilized to establish a Professional Growth Plan to correct the employee's performance.
 - 1. An initial PGP shall have a duration of no more than ninety (90) days. Subsequent versions of the PGP may extend for a second 90 days with revisions to the initial PGP. Employees offered re-employment may be advised that a PGP will be initiated at the beginning of the new contract.
 - 2. Upon the initiation of a PGP, an employee will be provided with adequate support from their administrator, or an administrator's designee, to support the employee in meeting all agreed-upon goals.
- D. The evaluation summary will be in writing and shall be presented and discussed at a conference with the employee's supervisor. The employee shall be provided the opportunity to submit a written response to the evaluation that shall be made a permanent part of the evaluation.
- E. An employee who has concerns about District adherence to the required process of his/her summative evaluation may request that the RRSEU conduct a procedural review of his/her evaluation process. The RRSEU may utilize a committee to perform this review. If the RRSEU finds discrepancies, it shall notify the Superintendent in writing of its findings within fifteen (15) duty days of the date of the employee's receipt of evaluation.

- F. An employee who has concerns about the content of his/her evaluation may write a written response to be attached to the evaluation and may also request that the concern be reviewed by the Human Resources Executive Director. Such requests must be received by the Human Resources Department within five (5) duty days of the employee's receipt of evaluation. An acknowledgement shall be submitted to the employee within five (5) duty days, and the employee's written response shall become a permanent part of the personnel file. These provisions do not apply to PED determinations.
- G. If included in the evaluation, any complaint regarding an employee made to the employee's immediate supervisor or other District representative by any parent, student, or other identified person must have been called to the attention of the employee within a reasonable amount of time following receipt of the complaint. The employee must have been given an opportunity to respond to and/or rebut such complaint prior to the evaluation. Nothing in this provision shall be construed to prevent the District from first reporting such complaint to a state or local agency having jurisdiction for investigating such complaints and following the instructions set forth by such agency.

ARTICLE 24 – STUDENT DISCIPLINE

- A. The parties recognize that student department and respect for others are essential for a successful and productive educational program, the academic success of students, and the safety of employees and students.
- B. The principal shall have the primary responsibility for administering the school's student discipline policy. In accordance with the school's discipline policy, the employee shall be responsible for maintaining a social environment that is conducive to teaching and learning among those students under the employee's supervision. All building administrators and staff shall share the responsibility for school-wide student discipline.
- C. An employee shall be the initial source of discipline of all students under the supervision of the employee. An employee shall take whatever action is necessary and permitted under policy and law to properly discipline a disruptive student prior to referring the student and the problem to the administration. An employee may refer to the administration a student whose behavior prevents the employee from providing instruction and/ or threatens the safety of employee(s) or student(s).
- D. Student discipline shall be applied in accordance with school policy, district policy, Public Education Department regulations, state law, and federal law.
- E. An employee who observes any criminal act on school property shall report the observation to the principal.
- F. An employee shall be informed of any formal complaint made to the administration by a parent or guardian concerning the disciplinary action taken by the employee with a student. Employees shall use appropriate techniques, which may include as a last resort reasonable restraint in order to maintain a safe environment for students and staff.
- G. When requested by an employee in accordance with the school's discipline policy, the principal shall provide support to assist in classroom management or individual student discipline.
- H. To address mutual concerns involving student discipline and behavior, the parties embrace the concept of establishing an open and continual dialogue to bring about a well-disciplined school environment. The Union/Management Committee will meet on an as-needed basis and will, when necessary, involve school principals and/or other administrators to address these concerns.

ARTICLE 25 – PERSONNEL FILE

- A. The District shall maintain an official personnel file for each employee. The file will be maintained in the District Central Office.
- B. An employee shall be permitted to review material contained in his/her official file. An employee wishing to access his/her official personnel file shall provide at least a 24-hour advance notice. The District shall remove all pre-employment material

from the file prior to review by the employee. A designated District official from the Central Office shall be present during the file review. The file reviewer shall sign and date a form maintained in the personnel file.

- C. The District will honor reasonable requests for a copy of an accessible document in the official file for the employee. The employee may be required to assume a reasonable cost for the copies.
- D. Except for routine file maintenance material, the District shall provide an employee with a copy of any document prior to the placement of the document in the official file. The employee will sign and date the document verifying that the employee has read the document. The employee may submit a written response within ten (10) days of notification of a document being placed in the employee's official personnel file.
- E. Each supervisor or administrator may maintain a separate evaluation file for each employee at the work site. The evaluation file may consist of, but is not limited to, Professional Development Plans, Professional Growth Plans, technology Appropriate Use Policy forms, evaluation documents, formal classroom observation forms, warnings, notices of incidents, reprimands, individual leave records, pay-related documents, FMLA documents, resignation letters, requests for transfers, letters of commendation, certificates or verifications of professional development, copies of licenses, application forms, resumes, and requests for file review. The evaluation file as described herein is accessible to the employee or his/her representative upon 24-hour written advance request by the employee.
- F. An employee may be accompanied by an RRSEU representative while reviewing his/her official file or evaluation file as described in Section E of this Article. The employee may also assign the privilege of reviewing the file to an RRSEU representative provided the employee gives authorization in writing.
- G. Documentation related to any pending investigation or grievance will not be placed in an employee's official file until the investigation or grievance is completed.

ARTICLE 26 – SPECIAL EDUCATION

- A. The assignment of special education students and their instruction shall be conducted in accordance with federal and state laws, state regulations, and school board policy. The District will continue to provide training for any employee in order to meet a specific student's Individual Education Plan (IEP), as determined appropriate by the school administrator or his/her designee, after consideration of input by the IEP team, and, when necessary, after collaboration with appropriate district-level administration.

ARTICLE 27 – SENIORITY

- A. Seniority shall be defined as length of continuous District service. Seniority credit shall commence with the employee's most recent date of continuous service.
- B. Time spent on approved leave of absence shall be considered part of continuous service.
- C. Time spent on paid leave shall be considered part of continuous service.
- D. The District will provide the Union, upon request, a seniority list of all employees in the bargaining unit. The list will include the employees by classification and the date of hire of each employee.

ARTICLE 28 – REDUCTION IN FORCE (RIF) and / or RECALL

- A. When the District anticipates a RIF that might result in the transfer or layoff of employees, the District will notify the RRSEU in writing of the anticipated RIF. The notice shall include the reasons for the RIF, the affected programs/positions and the expected date of the RIF. The notice will be provided at least fifteen (15) working days prior to the anticipated implementation of a layoff.

1. Within five (5) working days after receiving the notice of intent to RIF from the District, the RRSEU may schedule a meeting with the District to discuss possible alternatives to the RIF and the transfer and/or layoff of any employee.
 2. Any employee who is to be laid off will be so notified in writing at least ten (10) days before the effective date of the layoff, except in cases of emergency. Such notice will include the proposed time schedule and the reasons for the proposed action.
- B. In the event it becomes necessary to initiate a RIF in the bargaining unit workforce, the following provisions shall apply:
1. The Board shall determine the numbers and types of programs/positions to be affected by the RIF or recall and will advise the RRSEU.
 2. The District will first attempt to absorb the necessary reductions through attrition followed by requesting voluntary transfers and resignations by written notice to employees in the licensure, endorsement, and/or classification/job title areas affected.
 3. If the attrition, voluntary transfers, and/or resignations do not produce the necessary reductions in force, the layoff shall be implemented as mandated by current New Mexico law.

ARTICLE 29 – ASSIGNMENTS AND TRANSFERS

A. Assignments

1. Licensed employees shall normally be assigned within their licenses / endorsements except in cases of emergency or short-term assignments not to exceed sixty (60) days. Changes in assignment for licensed employees shall not be made without prior consultation between the principal or supervisor and affected employee. Changes shall be based on verifiable instructional program requirements.

All assignments for transportation employees will be administered only in accordance with items 3,4, and 5 below.

2. Each transportation employee will receive an assignment at the beginning of the school year; these assignments will be made at the discretion of the Director of the Transportation Department.
3. Open Routes: Assignments may be changed to meet the operational needs of the District during the school year. Occasionally, open routes may come available. The Transportation Executive Director or his/her designee shall post all open routes for a minimum of five (5) working days in an area accessible to all employees to allow all drivers the opportunity to review the opening and apply for that route if they choose. Postings will also include open routes for attendants working for Special Needs routes.

Employees who wish to be considered for open route assignments when they become available will provide the Transportation Executive Director with a written request via email, for which route the employee is interested in moving to. Factors considered in determining requested route changes may include, but are not limited to, work performance, attendance, punctuality, and/or seniority. In emergency situations, route assignments and operational needs will be determined at the discretion of the District.

Additional Work Assignments: Additional work assignments for transportation employees, may become available over the course of the 190 day school year. Field trips involve visits to museums, the local zoo and other areas throughout the city of interest to students. Sporting events are trips that involve athletics for both male and female students and coaching staff. Music events are trips that include band competition and/or other band events.

All drivers at RRPS Transportation will be allowed the opportunity to Opt in to participate in the additional work

assignments OR Opt out of participating in the additional work assignments. This process will occur during the beginning of the school year during in house annual training. The Opt in/Opt out forms will be signed by each employee and will be maintained in the management offices for review and scheduling of available additional work assignments. The names of employees, who choose to Opt In for participation of additional work assignments, will be entered into the management computer systems in alphabetical order. When an additional work assignment comes available, the employee will be notified via email and will be required to respond within 2 working days of acceptance or denial. If an employee chooses to change his/her participation status during other times in the school year, management will provide a form upon request to that employee.

All trips will first be offered based on driver geographical proximity to the school(s) involved. For purposes of this contract, Driver Geographic Proximity is defined as any/all drivers assigned to the bus route for which the school they drive for, is participating in an event. Those drivers will have first choice in the additional work assignments for their assigned school. If any/all drivers refuse to accept the trip, management will refer to the alphabetical listing of employees who wish to participate in additional work assignments. No driver will be assigned another work assignment until all drivers who have requested participation have either accepted or denied the scheduled trip for which they have asked to participate in. In emergency situations, the District may override this process at any time based on operational need. Any such override will be communicated to any and all drivers who have opted in for trips.

B. Employee-Initiated Transfers

1. A person desiring a transfer effective the following school year must fill out a form requesting reassignment. This request will be good for one year beginning April 15th of the current year. Requests submitted after April 15th may not be honored. A copy of this form must be sent to the Human Resources Director, the employee's principal, and the principal to which the staff member wishes to transfer by April 15th of the school year.
2. All employee requests will be given equal consideration. The principal or designee will determine interviews and recommend assignments and transfers to the Superintendent. The Superintendent or Central Office designee shall make all staff assignments, transfers and employment decisions.
3. Employees requesting transfers may contact the Human Resources Office to learn of the disposition of the request.
4. The Request for Voluntary Transfer Forms are available in the TalentEd Records program.

C. Employer-Initiated Transfers

1. The employer may initiate transfer in the following circumstances:
 - a. to comply with federal or state requirements;
 - b. when there are changes in certification requirements and/or instructional skills necessary for implementation or maintenance of programs;
 - c. when there is the need to reduce staff as specified in Article 30;
 - d. when there are distinct differences in pupil-teacher ratios at school sites and there is a need to more appropriately balance those; or when the District otherwise determines that such transfer is necessary and in the best interest of the District, and, in the case of a licensed employee(s), is in the best interest of the educational process.

Transfers shall not be initiated in retaliation against the employee for exercising the employee's legal or contractual rights or as a pretext for reasons that violate the employee's legal or contractual rights.

2. Reasonable efforts will be made to accomplish needed adjustments through a voluntary process, i.e. qualified

volunteers will be considered first, except for transfers related to section 1.e. above.

3. In accomplishing necessary transfers, seniority (date of hire) in the District will be considered. Where date of hire is the same and seniority is the criterion being considered, transfer will be determined by training as based on the T&E Index. The person with the least training will be considered lowest in seniority and subject to transfer to a position for which he/she is qualified.
4. Except for transfers related to section 1.e. above, when staff adjustment requirements cannot be met through the voluntary process, every effort will be made to consider individual and program need in the course of the involuntary transfer process.
5. Prior to the final identification of a transferee(s) or initiation of a transfer(s), there shall be consultation regarding same between the principal/supervisor and the employee(s) being considered for transfer.
6. The employee normally shall have a minimum of two (2) weeks notice prior to assuming the new assignment, except by mutual agreement of the two supervisors.
7. In circumstances involving multiple simultaneous transfers, the District may consult with the Union in order to facilitate the process. The method utilized in an employer-initiated transfer in a particular circumstance does not establish precedent for future transfers.

ARTICLE 30 – GENERAL LEAVE PROVISIONS

A. Leave with Pay

1. Leave with pay is subject to the approval of the District, in accordance with District policy and/or state law. Absence from the duty site for all or part of the workday must be appropriately documented prior to occurrence. All requested leave is subject to approval.
2. Abuse, including but not limited to fraudulent claim for use, excessive utilization of short-term sick leave benefit, or inappropriate use of leave privileges, is not tolerated and may constitute the basis for corrective or disciplinary action. Knowingly assisting an employee in being absent from their duty assignment without proper authorization may also constitute the basis for corrective or disciplinary action.
3. Leave with pay may only be taken in full day and one-half day increments.

B. Battery Leave

1. An employee injured by an assault and/or battery while acting in the scope of the employee's duties may be granted up to ten (10) days leave with pay by the Human Resources Director.
2. Leave granted shall not be considered as precedent for future battery leave requests.
3. Any employee battered shall report the incident to his/her immediate supervisor immediately. The supervisor shall be certain all necessary reports and/or forms are completed.
4. Employees injured by an assault and/or battery while acting in the scope of the employee's duties shall be eligible for Workers' Compensation in accordance with New Mexico law.

C. Bereavement Leave

1. Employees shall be granted three (3) days with pay for a death in the immediate family. Such leave shall not be charged to the employee's sick leave balance.

2. Additional leave may be taken and charged to annual, personal, sick, or leave-without-pay, subject to the approval of the Human Resources Director.

D. Court Leave

1. Leave with full pay may be granted to an employee for court legal processes including jury duty, response to subpoena, or other legal process which requires an absence from duty for other than personal matters. In the event that the employee's absence for court leave is not required for the entire day, the employee must return to work for the balance of the day or contact his/her supervisor for permission to be absent. Leave with pay will not be granted to an employee pursuing a claim or called to testify against the Rio Rancho Public Schools.
2. The employee will cooperate in ensuring the Court turns over the jury duty fees to the District.
3. Leave may be requested by an employee to appear in court or an administrative procedure to assert or protect his or her own interests. If granted, the employee shall use personal leave balances, annual leave, or leave-without-pay for such purposes.

E. Military Leave

Military leave shall be administered in accordance with Federal and State Law.

F. Personal Leave

1. Crediting Personal Leave: Each employee will be credited with two (2) days of personal leave at the beginning of each year for personal business. Employees who begin employment after the commencement of the work year shall be credited with personal leave on a pro-rata basis.
2. Personal Leave Process: Personal Leave can be taken on any day of the instructional year with the exception of the following days:
 - Personal leave will normally not be granted on the last day prior to or the first workday following a holiday or the beginning or ending of the school year. Personal leave shall not be approved during the first or last five (5) days of the academic year or on an in-service day.
 - Requesting Restricted Personal Leave Exceptions: Personal leave exceptions may be granted by Superintendent only in the case of an emergency or a special occasion that cannot be rescheduled (for example, but not limited to, a child's wedding or a funeral). The employee must present documentation deemed sufficient by the Superintendent for such activity. Special occasion leave will be submitted in writing utilizing the required form.
 - The Superintendent's decisions on these matters shall not be interpreted in a manner which establishes a precedent, practice, or other future entitlement.
3. Personal leave days that are not used during the current school year will be paid for at the rate of seventy five dollars (\$75) per day if written request is made to the Finance Department prior to June 15th. Those who do not complete a full year of employment will not be entitled to this benefit.

G. Sick Leave and Annual Leave

1. Employees shall notify the immediate supervisor or designee of an impending absence. The notification shall not require an explanation of the nature of the illness or injury unless there is a legitimate suspicion of abuse.
2. Sick Leave and Annual Leave shall accrue as follows:

Calendar	Sick Leave	Annual Leave
190 and 192-day employees	9 days	
197 day employees	9 days	
215, 220 and 225-day employees	11 days	

240-day employees	12 days	1 day per month
245-day employees	12 days	1 day per month

Employees will accrue sick leave at the above rates, on a per-pay-period basis. A negative sick leave balance may be accrued, not to exceed the maximum possible accrual, for an individual employee. Employees will be docked pay equivalent to the negative accrual upon separation from employment or when they exceed the maximum accrual.

3. Unused sick leave will accumulate from year-to-year to a maximum of one hundred and twenty (120) days.
4. An employee may use accumulated sick leave to care for a member of his/her immediate family.
5. Patterns of sick leave usage such as the day before or the day after normal days off, holidays, and district in-service days may be considered an abuse of sick leave. A physician's certificate may be required when an employee is absent for three (3) or more consecutive days or at any time if the supervisor believes the leave is being abused.
6. In case of absence due to illness, which exceeds ten (10) workdays, an employee may be asked to submit written notice to his/her immediate supervisor stating the probable date of return together with a verifying physician's statement. Prior to returning, the employee must submit a release to duty by a physician.
7. Except for sick leave used as provided herein, accumulated sick leave shall not be reduced or lost by the employee during an officially approved leave of absence, while on temporary disability, or on RIF status.
8. Full - time Educational Assistants will be considered eligible for Family Medical Act Leave upon completion of one (1) year of service with the District.-Full-time Education Assistants wishing to apply for leave under the FMLA shall follow District policy and procedures.
9. RRPS employees who take three or fewer days of sick leave during the prior SY will be granted, upon request, a conversion of up to three sick leave days into the equivalent number of personal leave days for use during the current SY. The opportunity for this conversion to occur will be offered one time at the beginning of each SY. At the end of the school year, if any personal days are not used, they may be paid out, upon authorization from the employee, at the rate of seventy five dollars (\$75) per day. The maximum number of personal days that may be paid out is five. This program is available to employees who have completed one (1) full year of service with the District.
10. District employees who work on 240- or 250-day contracts shall earn ½ day of annual leave days twice monthly (per each of the 24 of 26 pay periods).
11. Employees on paid annual leave shall continue to earn annual leave benefits. When a holiday or other non-workday of the employee falls during an employee's scheduled annual leave, the day shall not be counted as an annual leave day.
12. Annual leave will not be authorized for more than the number of days earned by the employee at the time leave is taken. Authorization will be granted only for such leave times as will least interfere with the efficient operation of the schools, unless authorized in writing by the Superintendent. Annual leave may be accumulated to a maximum of thirty (30) days. Upon separation from the District, any twelve-month employee shall be entitled to and shall be paid for the banked days of earned and unused annual leave.

H. Sub Dock Leave

1. If an employee has exhausted all current, accumulated, and sick bank leave due to a catastrophic illness or

injury and is still unable to return to work, the employee may apply to the Superintendent for sub dock leave.

2. If approved for the leave, an employee on sub dock leave will continue to receive the employee's regular pay minus the cost of the substitute for each pay period or portion thereof on leave.

I. Leave Without Pay

1. All leave without pay requests are subject to the recommendations and approval of the appropriate supervisor and the Superintendent. Such requests shall be considered based on the appropriate legal requirements and what is in the best interest of the employees, the students, and the District. Employees accrue no pay or benefits while on this leave.
2. Leave-without-pay shall not exceed one (1) year except as provided herein.
3. An employee returning from leave-without-pay status will be returned to the same position/job title or an equivalent position provided that the employee gives notice as required by the District.
4. Upon return from leave-without-pay status, the employee will be placed at the same salary schedule range and step that existed before the leave.
5. Upon return from any authorized leave-without-pay, an employee will be credited with the same accrued leave which the employee had at the time the leave commenced, provided the employee did not use any of the accrued leave.
6. While on leave-without-pay status, an employee will remain eligible for health insurance and life insurance benefits. The employee will assume responsibility for one hundred percent (100%) of the insurance premium payments while on leave without pay status of more than thirty (30) days.
7. Leave-without-pay shall be granted as required by the Family Medical Leave Act (FMLA), provided that the District may require an employee to exhaust his/her available sick leave before commencing leave-without-pay. An employee shall not accrue paid leave while on this leave.
8. A leave of absence-without-pay for up to one (1) year may be granted to any employee who accepts a Fulbright Scholarship or who is pursuing planned professional growth opportunities relating to the employee's job. An employee may be granted a leave of absence without pay for one (1) year in order to teach in a college or university.
9. A leave of absence without pay for up to one (1) year may be granted to any employee with five (5) or more years of consecutive service in the District (including legacy years from the Jemez Valley or Albuquerque Public School Districts) for personal renewal.
10. Employees may request an extension of their leave-without-pay status for up to one (1) additional year subject to the approval of the Superintendent.
11. Employees shall notify the District of their intent to return or resign from an approved leave of absence no later than the date set forth in the leave approval documents. The normal date of notification for an employee returning at the beginning of a school year will be March 15, unless there is mutual agreement for a later notification date at the time such leave is approved. With regard to approved leaves where the employee's return date cannot be predetermined by March 15th or later notification has not been agreed to, the employee shall provide at least thirty (30) days advance notice of his/her intent to return to active employment with the District.

J. Holiday Leave

Holidays, which shall be observed, shall be indicated on the school calendar, and a copy of the school calendar shall be available to all employees. Normally, employees will not be required to work on a holiday. Those required to do so will be given an alternative day off or will be paid overtime compensation if approved in advance by the Superintendent.

K. Religious Leave

Employees may request to use personal leave or leave-without-pay for the observance of religious holidays.

ARTICLE 31 – SICK LEAVE BANK

- A. The District and RRSEU agree to create a Sick Leave Bank (SLB) for the voluntary participation by both bargaining unit and non-bargaining unit employees of the district.
1. For the first year of enrollment, each participating employee shall contribute one (1) day of personal leave to the SLB.
 2. In subsequent years, participating employees will be asked to contribute up to one (1) additional day of sick leave per year if the SLB committee deems it necessary to replenish the number of days available.
 3. An employee who is a participant in the SLB may submit a request to the Union for additional sick leave from the SLB when his/her sick leave has been exhausted.
 4. Additional leave may be granted to an SLB participant to recover from catastrophic illness or injury in order to allow the employee to be restored to health and return to work. SLB members shall be eligible for catastrophic leave.
- B. The Bank will be administered by employees appointed by the Union, in accordance with the adopted guidelines which are subject to approval of the parties on an annual basis. The SLB shall be responsible for the submission of quarterly reports (by November 1, February 1, May 1, and August 1) to the union and the district's Executive Director of Human Resources detailing the following information:
1. Names of members of the bank;
 2. Contributions by an employee to the bank;
 3. Requests for leave by an employee from the bank;
 4. Days granted to an employee from the bank; and
 5. Starting and ending balance of days in the bank.

ARTICLE 32 – INSURANCE

- A. The district agrees to provide eligible full-time employees with group medical, dental, and vision insurance through the New Mexico Public Schools Insurance Authority (NMPSIA). Any change to the offerings in effect at the inception of this Agreement shall be reviewed by the parties, which, in turn, will make recommendations to the Superintendent and Board for approval. For those employees who elect to participate in the approved insurance plan(s), the District agrees to continue to contribute that percentage of the premium required by state law.
- B. Further, the District agrees to continue to provide eligible full-time employees access to long-term disability and life insurance benefits available through NMPSIA, including the \$50,000 non-contributory life insurance coverage. Eligible part-time employees, working fifteen (15) or more hours per week, shall be provided non-contributory basic life insurance.

- C. Participants in these insurance programs will have their premiums deducted through payroll deductions and will be provided a copy of the plan information as provided by NMPSIA.
- D. The District shall continue to offer eligible full-time employees open enrollment periods as often as allowed by NMPSIA. Employees will be notified of any such open enrollment periods.
- E. If an employee experiences any change in employment or marital status which creates a need for the employee to enroll or change enrollment in any of the approved plans, the employee may do so only if permitted by applicable law, NMPSIA regulations, or provisions of the contract between NMPSIA and the respective insurance carrier.
- F. The District will continue to provide professional liability and Workers' Compensation coverage for employees in accordance with state law.
- G. Subject to applicable laws and regulations, the District will continue to provide employees access to the Internal Revenue Code Section 125 "Cafeteria Plan" benefits offered at the inception of this Agreement. Any changes to said offerings shall be reviewed by the parties, which, in turn, will make recommendations to the Superintendent and Board for approval.
- H. Employees shall be entitled to invest in tax-sheltered annuities and deferred compensation programs available through the business office by payroll deduction. Deductions shall be made and forwarded to the investment company.
- I. Upon separation, termination, or leave-without-pay, employees shall be notified in writing of the opportunity to continue their insurance benefits through COBRA.
- J. Upon request, the RRSEU and the District shall meet to discuss issues related to insurance benefits.
- K. Upon employment with the District, each employee will be provided an explanation of insurance benefits and options.

ARTICLE 33 – SALARY PROCEDURES

- A. Employees employed for the entire calendar year shall be paid in at least twenty-four (24) installments. Employees who are employed for less than the entire calendar year will be paid in a proportional amount to the amount of the year actually worked.
- B. If a pay date falls on a Saturday, Sunday, or holiday, employees shall be paid on either the preceding or the following day, whichever is closer to the pay date. Normally, if a pay date falls during a break period (i.e., winter or spring breaks), the pay date will precede the break period.
- C. Pay periods may be adjusted by the District to meet state requirements for paying employees. The District and the Union will work collaboratively through the Union/Management Committee to minimize impact upon employees.

ARTICLE 34 – SALARIES

- A. Salary schedules approved by the School Board for the school year 2021-2022 will apply to bargaining unit employees unless it becomes necessary to implement reductions due to funding from the State of New Mexico being reduced due to changes in the State Funding Formula or other reductions to appropriations received by the District from the State of New Mexico. Effective salary increases for RRPS staff will be increased to comply with state law and the State Appropriations Act. For school year 2021-2022, effective the first full pay period following ratification and signature of this Agreement or resolution of impasse, the following shall apply:
 1. Educational Assistants will receive a two and one half percent (2.5%) raise.
 2. Bargaining Unit members in Bookkeeping/Clerical positions will receive a two and one half percent (2.5%) raise.
 3. Bus Attendants will receive a two and one half percent (2.5%) raise.

4. All other staff shall receive a one and one half percent (1.5%) raise.
- B. Educational Assistants assigned to the position of Health Assistant shall be given a conditional offer letter requiring the attainment of a NMPED Health Assistant License within ninety (90) days of their assignment to that position. Upon attainment of the Health Assistant license, all Health Assistants will receive a seven and one half (7.5) percent increase to their initial Educational Assistant salary.
- C. Stipends: A stipend is compensation for an additional assignment that is based upon budget availability or school needs. Stipend assignments are determined by management. Stipend rates are not guaranteed from year to year. Stipend amounts are consistent with the title of the assignment and level of the school. Management has the discretion to split stipend assignments and rates between multiple employees. Stipend amounts are subject to collective bargaining.

ARTICLE 35 – HEALTH AND SAFETY

- A. The District will continue to provide healthful and safe working conditions for all employees.
- B. The District will continue to comply with applicable state and federal health and safety laws. Safety equipment, including, but not limited to, safety belts, issued to employees by the District shall be properly used during working hours.
- C. All hazardous or potentially hazardous conditions at the work site shall be reported immediately by the employee to the employee's supervisor.
- D. The Union/Management Committee will review District policies and procedures and may recommend proposals to maintain a healthful and safe working condition for all employees.

ARTICLE 36 – NO STRIKE, SLOWDOWN, OR LOCKOUT

- A. The Union agrees that it, and the employees in this bargaining unit, will not encourage, support, instigate, threaten, or participate in a strike or slowdown that occurs during the term of this agreement.
- B. The District agrees that no lockout shall occur during the term of this Agreement.

ARTICLE 37 – SEVERABILITY

If any provision of this Agreement is determined by a final order of an administrative agency or court with jurisdiction over the parties to be contrary to law, the affected provision shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect. The provision determined to be contrary to law shall be renegotiated by the parties provided either party submits a request to reopen negotiations no later than thirty (30) days after the parties knew or reasonably should have known that the provision was contrary to law.

ARTICLE 38 – AGREEMENT DURATION

This Agreement shall become effective upon signature by both parties and shall remain in effect until June 30, 2022, or until superseded by a subsequent agreement. In the month of March, either party may reopen negotiations on Article 36, Salaries. Reopener for a successor agreement may be filed by either party by written request to the other party in the month of March 2022.

ARTICLE 39 – COMPLETE AGREEMENT

The parties agree that this is the complete and only agreement between the parties. Each party has negotiated on all issues identified for negotiations, and such negotiations have led to this Agreement. No additional negotiations will be conducted on any

item, whether contained herein or not, except by mutual agreement of the parties after referral to the Union/Management process as detailed in Article 11 to reopen negotiations in an attempt to reach a successor agreement.

This Agreement replaces any and all previous agreements between the parties.

APPENDIX A

Bargaining Unit Positions

(This is inclusive of all regular employees, full and part-time, in the following positions.)

PED Licensed:

Instructional Personnel:
Regular Education K- 12
Special Education K-12
Regular Education Pre-K
Special Education Pre-K
Educational Technicians / Specialist

Support Personnel
Library Media Specialists
Nurses
Counselors
Social Workers
Rehab Counselors
Activities Coordinators

Ancillary Personnel:
Speech and Language Pathologists
Diagnosticians
Occupational Therapists
Physical Therapists
Recreational Therapists
Psychologists
Audiologists

PED Licensed Support:

Educational Assistants:
Health Aides / Assistants
Workroom Aides / Assistants
ISS Aides / Assistants
Classroom Aides / Assistants
Library Aides / Assistants
Special Education Aides / Assistants
ECE Aides / Assistants
Ed. Tech. Aides
ELL Aides / Assistants

PED Non-Licensed:

*Secretarial Personnel
Secretaries
Bookkeepers
Attendance Secretaries
Receptionists

Attendance Officers
:
Registrars
Clerks

Facilities Personnel:
Custodial Helpers
Custodians
Maintenance Workers
Electricians
Electrician Apprentices
Plumbers
Plumber Apprentices
HVAC
Locksmiths
Ground Maintenance
Telecommunication / Alarm Tech.
Building Engineers
Custodial Foremen

Transportation
Lead Bus Drivers
Bus Drivers
Attendants

Other:
Cafeteria Workers
Bookroom Clerks
Special Services Tech. Support
Data Specialists
Behavior Intervention Specialists
Volunteer Coordinators
Family Resource Specialists
Pupil Advocacy Liaisons
Truancy Officers
Campus Security Aides
Computer Technicians

** All non-licensed employees in the Offices of Superintendent, Associate Superintendent/s, Assistant Superintendent/s, Finance, and Human Resources are excluded from the Bargaining Unit.*