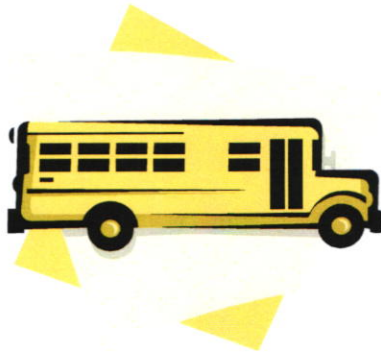


**THE ROSWELL EDUCATION ASSOCIATION AND
THE ROSWELL INDEPENDENT SCHOOL DISTRICT**

**2017 – 2021
NEGOTIATED AGREEMENT**



**FOR CERTIFIED SCHOOL INSTRUCTORS
AND EDUCATIONAL SUPPORT PERSONNEL**

**“FOCUSING ON QUALITY EDUCATION
FOR EACH AND EVERY STUDENT”**

TABLE OF CONTENTS

ARTICLE 1 RECOGNITION	4
ARTICLE 2 MANAGEMENT RIGHTS	5
ARTICLE 3 ACCESS TO PERSONNEL RECORDS	5
ARTICLE 4 EMPLOYEE DISCIPLINE	6
ARTICLE 5 GRIEVANCE PROCEDURE	7
ARTICLE 6 ARBITRATION	11
ARTICLE 7 CONDUCTING ASSOCIATION BUSINESS	12
ARTICLE 8 SICK LEAVE BENEFITS	14
ARTICLE 9 PERSONAL LEAVE AND/OR EMERGENCY LEAVE	18
ARTICLE 10 COMMUNITY SERVICE LEAVE	19
ARTICLE 11 LENGTH OF SCHOOL DAY FOR CERTIFIED SCHOOL INSTRUCTORS	19
ARTICLE 12 LICENSED PERSONNEL SALARIES	19
ARTICLE 13 EDUCATIONAL ASSISTANTS AS SUBSTITUTES	20
ARTICLE 14 SECRETARIAL AND PARA-PROFESSIONAL SALARIES	21
ARTICLE 15 ASSOCIATES' SALARIES	21
ARTICLE 16 GROUP INSURANCE	22
ARTICLE 17 WORKER'S COMPENSATION	22
ARTICLE 18 FAMILY AND MEDICAL LEAVE OF ABSENCE	22
ARTICLE 19 EXTENDED LEACVE OF ABSENCE	26
ARTICLE 20 PAYROLL DEDUCTIONS	27
ARTICLE 21 EMPLOYEE ASSAULT/BATTERY	28
ARTICLE 22 REDUCTION IN FORCE	29
ARTICLE 23 VOLUNTARY TRANSFERS	32
ARTICLE 24 INVOLUNTARY TRANSFERS	33
ARTICLE 25 SCHOOL CALENDAR	34
ARTICLE 26 EMPLOYEE RIGHTS	34
ARTICLE 27 NON-DISCRIMINATION AND HARASSMENT	34
ARTICLE 28 REPORTING VIOLATIONS OF LAW	35

ARTICLE 29 CONTRACT EMPLEMENTATION COMMITTEE	37
ARTICLE 30 EFFECT OF THE AGREEMENT.....	37
ARTICLE 31 TERM OF AGREEMENT AND SIGNATURES	37

ARTICLE 1: RECOGNITION

The Roswell Independent School District (RISD) hereby recognizes and agrees that the Roswell Education Association (REA) is the sole and exclusive representative of the certified instructional staff and the associate and secretarial staff, excluding confidential, supervisory, and managerial employees, as defined in Section 4 of the District's Resolution 09-10.6 for the purpose of collective bargaining. Therefore, no other labor organization shall be allowed payroll deductions, representation of bargaining unit employees, to conduct union business, or to solicit members. Accordingly, the rights and privileges of the Association as provided in this Agreement are the exclusive rights of the Roswell Education Association. This does not prohibit the conduct or promotion of instructional related activities/materials by other professional organizations.

DEFINITIONS

1. ASSOCIATION: shall mean the Roswell Education Association.
2. BOARD: shall mean the Roswell Independent School District Board of Education.
3. CERTIFIED SCHOOL INSTRUCTOR: shall mean licensed staff paid off the teacher's salary schedule.
4. SECRETARIAL/ASSOCIATE: shall mean all employees paid on the secretarial/associate salary schedules, other than confidential employees, and not specifically exempt under terms of this agreement.
5. COLLECTIVE BARGAINING: shall mean the act of negotiating between the employer and an exclusive representative for the purpose of entering into a written agreement regarding wages, hours, and other terms and conditions of employment.
6. DAY(S): shall mean workday(s) unless specified otherwise.
7. EMPLOYEE: shall mean employees that have been hired by the Superintendent as specified in the contract/agreement.
8. MANAGEMENT: shall mean the Board and the administrators in the Roswell Independent School District.
9. SUPERVISOR: means an employee who devotes a majority of work time to supervisory duties, who customarily and regularly directs the work of two or more other employees, and who has the authority in the interest of the employer to hire, promote, or discipline other employees or to recommend such actions effectively, but "supervisor" does not include an individual who performs merely routine, incidental, or clerical duties or who occasionally assumes a supervisory or directory role or whose duties are substantially similar to those of his subordinates and does not include a lead employee or an employee who participates in peer review or occasional employee evaluation programs.

ARTICLE 2: MANAGEMENT RIGHTS

The RISD retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Mexico; and subject to existing law, the District, or its supervisory personnel, shall also have the following rights:

1. To direct the work of its employees; to hire, promote, lay-off, and assign employees; to evaluate, demote, transfer, suspend, discharge, terminate, and discipline employees in the manner provided by law;
2. To take such actions as may be necessary in times of emergency when such a situation is declared to exist by the District;
3. To manage and to exercise judgment on all matters not prohibited by a collective bargaining agreement in effect between the District and a labor organization;
4. To direct the operations of the district in the most efficient and economical manner including, but not limited to, the right to enter into contracts with agencies or companies for services or materials.

ARTICLE 3: PERSONNEL RECORDS

1. An employee's official personnel file shall be maintained at the District's Central Office.
2. Personnel records shall be open to the following persons upon request and appointment set with the Assistant Superintendent for Human Resources, or assigned designee, for review.
 - 2.1 Employee; except concerned college placement papers and references received from former employers or personal references given by an employee on an application prior to employment will not be shown to an employee.
 - 2.2 Superintendent.
 - 2.3 Members of the Superintendent's immediate staff as required in the performance of their duties.
 - 2.4 Human Resource office staff to the extent required in the performance of their duties.
 - 2.5 Board of Education during official personnel sessions.
 - 2.6 Designated school attorney, the District's designated representative, and/or the District's designated investigator as requested by Superintendent and/or the Assistant Superintendent for Human Resources.
 - 2.7 Supervisor or prospective principal and/or assistant principal of the staff member as required in the performance of his/her duties.
 - 2.8 The employee's exclusive representative provided consent has been given by the employee.
3. Personnel information will not be released to anyone other than the above without the consent of the employee.

4. The employee may be accompanied by an individual of the employee's choice while reviewing his/her file. The Assistant Superintendent for Human Resources or assigned designee will also be present during review of the file.
5. Materials shall not be removed from the individual personnel folder except for review.
6. Personnel records shall not be removed from the Human Resources office or the Office of the Superintendent except as designated by the district for legitimate business reasons.
7. Copies may be provided with prior notice at a cost as provided under the Inspection of Public Records Act except as to matters involving litigation or threat of litigation in which event copies will be made available through designated school attorney or appropriate representatives.
8. Release of lists of RISD personnel to educational groups or organizations may be made upon the approval of the Superintendent

ARTICLE 4: EMPLOYEE DISCIPLINE

1. An employee placed on Administrative Leave will be with pay. Administrative Leave with pay is not considered disciplinary action.
2. Investigations: The District may initiate an investigation of an employee at any time. The District has the right to interview bargaining unit employees as part of any investigation. Employees are required to cooperate in all investigations. Employees may have an Association representative present during an investigatory interview as an observer only. The Association representative may request a brief caucus with the employee. The unavailability of an Association representative shall not delay an investigation more than twenty-four (24) hours. The investigation will not be unreasonably delayed in a case involving allegations of child abuse.
3. Disciplinary Conferences: Whenever an employee is required to attend an investigatory/disciplinary conference with an administrator or a supervisor, he/she will be given prior notice of the reasons for such appearance: If the reason(s) given relate to possible disciplinary action, the employee may be accompanied by an Association representative of his/her choice.
4. Role of a representative:
 - 4.1 The representative will serve as a support base for the employee.
 - 4.2 The representative may not impede the investigation in any way.
 - 4.3 In a predetermination meeting, the representative may serve as the agent or designate for the employee.
5. Employees shall be treated in a manner appropriate for the professional relationship. An employee's confidential work performance and/or evaluation will not be discussed in the presence of students, parents, co-workers, or members of the public.

ARTICLE 5: GRIEVANCE PROCEDURE

PURPOSE

1. The purpose of this procedure is to provide an equitable solution, at the lowest possible administrative level for a complaint arising with respect to wages, hours or other terms and conditions of employment as set forth in this agreement, or District Policies.
2. A grievance shall mean an allegation by any employee or group of employees that there has been a violation of the provisions of this agreement.
3. **IMPORTANT: Before using this formal procedure, the employee shall first discuss the problem with his/her supervisor in an informal manner in an attempt to solve the matter.** An employee is free to file a personal complaint with a supervisor without resorting to the grievance procedure.

PROVISIONS

1. An employee must deliver a written statement on the Grievance Forms to his or her immediate supervisor stating the pertinent facts regarding the problem within fifteen (15) workdays of the act or occurrence out of which the problem arose. In cases involving employee groups, the written statement must be filed within twenty (20) workdays of the act or occurrence out of which the problem arose.
2. Workdays shall be defined as days that the Administrative Offices are open for business.
3. Grievances will be heard by the supervisor, or designee, at a reasonable time agreeable to both parties, but in no event more than three (3) days after the written statement has been delivered to the supervisor.
4. All proceedings will be kept informal and confidential, subject to the Inspection of Public records Act (IPRA).
5. An employee may discuss the matter personally with the supervisor or the employee may be accompanied by a representative of his/her choice.
6. The supervisor may be accompanied by another representative of the Administration at any hearing or meeting with the employee.
7. In view of the importance of resolving the matter as rapidly as possible, the number of days indicated at each step shall be the maximum, and every effort shall be made to expedite the process. However, any time limit specified herein may be extended or shortened if mutually agreed in writing by both parties. Each party will have the option of extending the response timeline in any step from 3 to 5 days, one (1) time only during the grievance.

8. The parties agree that they shall not retaliate against an employee or the employer/administration or take any action against a party in interest, representative, or participant because of action taken in processing a grievance.
9. The supervisor shall keep all communications, documents and records relating to the grievance matter in a separate file, and such communications, documents and records shall not be kept in the personnel file of any of the participants.
10. All grievances must be submitted on Grievance Forms. Grievance Forms may be obtained from the building representative, the association president, or from the Human Resource Office.
11. The Administration and the Association agree to make available to the grievant(s) or his/her representative and the grievant all pertinent information, not privileged, or prohibited from disclosure pursuant to law, in its possession or control which is relevant to the issues raised.
12. All meetings and hearings shall be conducted in private, unless prohibited by the Open Meetings Law, and shall include only such parties in interest and their designated or selected representatives. Both parties to the grievance shall be present at every step unless either party requests in writing not to be present.
13. The aggrieved party shall be responsible for submitting the grievance to the next step when appropriate.
14. A grievant may choose to withdraw or not pursue a grievance at any step of the grievance procedure.
15. Bargaining unit employees shall not investigate, prepare, or present grievances during instructional time of the workday unless the employee is on approved personal leave, Association leave, or leave without pay. Association leave under this paragraph shall be approved by the Association President and Superintendent or designee in writing and in advance of leave. Such use of leave personal leave, Association leave or leave without pay shall not be used to interrupt the instructional time of other district employees.
16. Any party in interest may be represented at all stages of the grievance procedure by his/her representative or at his/her option a representative selected or approved by REA, which shall have its representative present at all steps in the procedure. The unavailability of a grievant's representative shall not delay the meeting more than forty-eight (48) hours.
17. A grievant(s) who chooses not to be represented in the grievance process by an agent of the Association must notify the Association of such decision in writing and may represent himself/herself.

18. A grievance filed by the Association on behalf of a group of employees shall be filed with their supervisor if their supervisor is the same, or if their supervisors are different, with a supervisor at each site as it pertains to that site, with a copy of the grievance provided to the Assistant Superintendent of Human Resources. A District-wide grievance of District-wide practice may be filed directly to Step Two.

THE PROCEDURE

IMPORTANT: Before using this formal procedure, the employee shall first discuss the problem with his/her supervisor in an informal manner in an attempt to solve the matter.

STEP ONE

1. The employee shall submit to his/her immediate supervisor a written statement on the Grievance Forms setting forth in detail the background and essence of the problem, with a copy to the Assistant Superintendent of Human Resources. The supervisor shall hold a meeting or hearing with the employee and, if requested, his/her designated representative within five (5) workdays after delivery of the written statement to the supervisor. The supervisor shall submit to the employee his/her decision, in writing, within five (5) workdays after the above meeting. If the supervisor fails to submit a written decision to the employee within the five (5) workdays, the grievant may advance the grievance by filing at STEP TWO within the time limit established as if the supervisor had timely responded.

STEP TWO

1. If the employee or group of employees is not satisfied with the disposition of the problem at STEP ONE, the written statement may be submitted to the Assistant Superintendent of Human Resources/Designee within five (5) workdays after the decision at STEP ONE has been rendered. The supervisor shall deliver his file on the matter to the Assistant Superintendent of Human Resources/Designee.
2. The Assistant Superintendent of Human Resources/Designee will meet with the employee, group of employees, or any other person involved in an effort to resolve the matter; such meeting shall take place within five (5) workdays after receipt of the written statement by the Assistant Superintendent of Human Resources/Designee. The employee(s) or administrator(s) shall have the right to submit written statements and other evidence. The Assistant Superintendent of Human Resources/Designee shall, within five (5) workdays after the meeting, render a decision on the matter in writing. If the Assistant Superintendent of Human Resources fails to submit a decision in writing within the five (5) workday period, the grievant may file the grievance at STEP THREE within the time limit as if the Assistant Superintendent had timely responded.

STEP THREE

1. If the employee(s) is not satisfied with the disposition of the problem at STEP TWO, the matter may be appealed in writing to the Superintendent. Such appeal may be instituted by the employee delivering a notice thereof in writing to the Superintendent within five (5) workdays after a decision has been rendered by the Assistant Superintendent of Human Resources/Designee.
2. Within five (5) workdays following receipt of the notice of appeal, the Superintendent shall review any file on the matter and shall meet with the appealing employee and any other individuals deemed by the Superintendent to be appropriate for a fair resolution of the matter. The Superintendent shall, within five (5) workdays of such meeting, render a written decision on the matter and mail or deliver a copy thereof to the appealing employee.

STEP FOUR

1. If the employee(s) is not satisfied with the disposition of the matter by the Superintendent, a written appeal may be submitted to the Board of Education; by the employee's delivering a notice thereof in writing to the Superintendent within five (5) school days after the Superintendent's decision has been rendered.
2. The Board of Education shall review the matter at its next regular meeting or, if deemed appropriate, at a special meeting called for the purpose of entertaining the appeal. The Board shall review all written statements, written testimony, documents and other tangible evidence which has been accumulated in the matter. If deemed necessary by the Board, a hearing shall be called for the purpose of resolution of the grievance, or the board may notify the employee if state statute limits their authority. The employee and the Superintendent shall be advised in writing of the Board's decision within five (5) workdays of the meeting. If the Board chooses not to review the grievance, the grievant may appeal to arbitration as set forth in Step Five, below.

STEP FIVE

1. If the employee(s) is not satisfied with the disposition of the matter by the Board, the grievant(s) may, within five (5) working days following the receipt of the Board's written response or the date of the School Board should have responded, proceed to arbitration by filing written notice of arbitration with the Superintendent within the five (5) working days

ARTICLE 6: ARBITRATION

1. Any dispute arising between the parties with regard to an alleged violation of a provision of this agreement may be submitted to arbitration in accordance with the procedure set forth in this Article. In addition, no matter may proceed to arbitration if:
 - 1.1 The procedure for the settlement of the grievance, Article 4 Grievance Procedure, has not been exhausted;
 - 1.2 1.2 The dispute involves provisions of this agreement which specifies that is it not subject to arbitration; or
 - 1.3 1.3 The dispute involves a matter in which the District is without authority to act.
2. If the parties cannot mutually agree within seven (7) calendar days as to an arbitrator, the Federal Mediation and Conciliation Service shall be requested by both parties, to provide a panel of seven (7) arbitrators from the region including New Mexico. The arbitration procedure shall be conducted by one (1) person (hereinafter referred to as the Arbitrator) who will be selected as follows:
 - 2.1 The party not requesting arbitration shall have the right to strike the first name, the other party shall then strike one (1) name. The process will be repeated until one (1) person remains, who shall be requested to issue a decision.
 - 2.2 If either party raises an issue of grievability, such issues will be submitted to the arbitrator on briefs, within thirty (30) days of notification from the arbitrator of his/her acceptance of appointment. If the arbitrator determines the issue(s) is arbitrable, the merits of the case will be heard.
 - 2.3 The arbitrator shall prepare and submit, in writing, to the District and the Association, a decision within thirty (30) days after the conclusion of testimony and argument and submission of post-hearing briefs, if submitted. The Arbitrator's decision on matters set forth in this agreement shall be final and binding.
 - 2.4 A party desiring discovery may file a request for discovery through the Arbitrator.
3. The Arbitrator shall have no power to alter, amend, add to or subtract from the terms of this agreement nor make any decision requiring the commission of an act prohibited by law.
4. All costs for the services of the Arbitrator, including, but not limited to fees and expenses, the cost of the hearing room and other expenses which the parties mutually agree are necessary for the arbitration shall be borne equally by the parties. Other costs, including, but not limited to expenses related to the party's representation and witness(es), shall be borne by the party incurring them. Either party may request a Court Reporter for the hearing. Each party will bear the cost of its own transcription or recording. If the Arbitrator requests a transcript or recording, the cost shall be borne equally by the parties
5. By mutual written agreement, the parties may extend or reduce the time limits expressed in this Article.

ARTICLE 7: CONDUCTING ASSOCIATION BUSINESS

1. The Association will furnish the Superintendent, in writing, the names and respective authorities of the local association representatives who have been designated to perform duties of the local association.
2. Local association representatives, upon request, shall be excused from work to confer with District representatives, observe a condition related to a grievance, assist in the processing of a grievance, attend Association conferences, attend Legislative Association activities, or perform duties of the Local Association. For this purpose, the District agrees to grant the Local Association per fiscal year of the years stated a total of forty-five (45) Association leave days during the school year of the sixty (60) day Legislative Session for the groups the Association represents and thirty (30) Association leave days during the school year of the thirty (30) day Legislative Session for the groups the Association represents. Requests for release time shall be submitted for approval on forms provided by the District. Reasonable advance notice is required. Exceptions to the advance notice will be submitted to the Assistant Superintendent for Human Resources in situations where advance notice is not possible.
3. The Association will receive prior notice and copy of agendas of all Board meetings.
4. The Association will be furnished, upon request, salary information for budget and/or public information relevant to negotiations purposes.
5. The Association will be allowed the use of interschool mail services and the posting of Association notices at a reasonable space provided at each working facility so long as nothing inflammatory, derogatory, controversial or disruptive to good relations is contained in the material posted.
6. With prior approval of the building administrator, the District agrees to allow the Association to make announcements at staff meetings.
7. Upon prior approval and reasonable notice to the building administrator, the use of school facilities for meetings and/or association business during non-instructional times and the use of district equipment i.e. typewriters, computer, copier, fax during non-instructional time and at a nominal fee when appropriate shall be allowed.
8. The Association will represent employee(s) in its recognized bargaining units in grievance hearings if requested by the employee(s).
9. For the purpose of explaining a new agreement and ratification, the District and the Association agree that REA representatives may meet with employees at the work site during non-instructional time to fulfill the obligations of the Association to represent employees by virtue of this agreement. Every attempt will be made to schedule meetings during non-instructional time during the work day with teacher prep time utilized only when no other time is available in order to meet time lines.
10. In the event the District or other Authority (such as mediator or fact finder) requests collective bargaining sessions during the work day when school is in session, the District will not deduct such days from REA leave days.

11. If REA requests such meetings during the school day, the meetings will be deducted from REA leave days.
12. The President of the Association shall be granted up to the equivalent of one full day per week of release time for the school year to conduct Association business including: to confer with management to resolve issues as identified during Interest-Based Bargaining sessions, Contract Implementation Committee meetings, Board meetings, and at the request of the Superintendent or designee; to observe a condition related to a grievance; assist in the processing of a grievance; to participate as the REA representative at staff and committee meetings; attend Association conferences; explain agreements to employees; attend local Association activities; prepare for any of the above; or perform duties of the Association. Funding for the release time will not come from funds available for salary increases.

None of the Association Rights provided for in Article 6 shall be abrogated by the following conditions agreed to regarding the REA President's Release time:

1. Agreement with his/her supervisor on a regularly scheduled time block for the release time equivalent of one full day per week to conduct Association business
2. The quality of instruction for R.I.S.D. students shall remain the first priority
3. Information regarding the Association's support of, or opposition to, candidates for elective public office shall not be presented during the release time;
4. The REA President will follow school/work site procedures and check in and out with the building supervisor and obtain a pass prior to entering a school facility or district work site;
5. The REA President may schedule meetings with the work site supervisor to discuss any matter pertaining to the Agreement; such meetings shall be scheduled at a time and place mutually agreed upon by the parties which will not interfere with the delivery and quality of instruction;
6. The REA President shall be permitted to visit work sites and transact official Association business provided the visit is approved by the building administrator/supervisor as not interfering with or disrupting normal school/work operations and assigned duties; every attempt will be made to schedule meetings during non-instructional time during the work day with teacher prep time utilized only when no other time is available in order to meet time lines;
7. Failure to comply with these guidelines may result in suspension by the district superintendent of the REA President's privilege of one full day of release time per week. Prior to any possible suspension, the REA President will be presented with specific charges of his/her failure to comply, and allowed the opportunity to respond in writing and in discussion to those charges. Prior to any possible suspension the Assistant Superintendent for Human Resources and the REA President will attempt a collaborative effort to resolve any misunderstandings and may agree on a corrective course of action. Any such suspension of the REA President is subject to the terms and conditions of the REA-RISD agreement including Article 4, Grievance, and Article 24, Employee Discipline;

The REA President must still fulfill all regular assigned school duties and attend all required staff meetings

ARTICLE 8: SICK LEAVE BENEFITS

1. A full-time employee who works less than twelve (12) months is credited with ten (10) days current sick leave and an employee who works a twelve (12) month contract is credited with twelve (12) days current sick leave. The full-time employee who works less than twelve (12) months will be credited with five (5) days of sick leave at the beginning of the contract year, three (3) sick leave days and two (2) personal leave days (as set forth in #2 below), with the remainder accruing at one-half (1/2) day per pay period. The full-time employee who works a twelve (12) month contract will be credited with six (6) days of sick leave at the beginning of the contract year, three (3) sick leave days and three (3) personal leave days (as set forth in #2, below), with the remainder accruing at one-half (1/2) day per pay period. If an employee works less than six (6) hours daily, sick leave is credited at one-half (1/2) the amount for full-time employees. An employee hired after the start of the school year shall accrue a pro-rated amount of sick leave.
 - 1.1 Current sick leave days may be used for the employee's personal illness or illness of members of the employee's immediate family. The immediate family is defined as: spouse, child, grandchild, parent, brother, sister, parents-in-law, son/daughter-in-law, and brother/sister-in-law. Current sick leave days may also be used in case of death of above with the addition of, grandparents and grandparents-in-law.
 - 1.2 If a pattern of sick leave usage or late request for sick leave is established of which the pattern is one of sick leave usage on the day before or after a holiday, school break, or weekend or another identifiable pattern of days, such usage or late requests may be considered an abuse of sick leave and cause for disciplinary action and reimbursement. A pattern is defined as more than two (2) occurrences. Employees, who take sick leave on the day before or after a holiday, school break, weekend, or on a staff development day, may be required to provide a note from a licensed professional practitioner to the site supervisor.
2. Three (3) days of personal leave may be taken by a full-time employee or at one-half (1/2) the amount for those employees who work less than six (6) hours daily. The personal leave will be deducted from their sick leave. There will be no deduction for the cost of the substitute. If the personal leave is not taken, the leave day will remain as sick leave. The personal leave will not be approved for work days immediately preceding or following a school holiday, for work days immediately preceding or following the opening or closing day of school, nor on those occasions when the District is unable to secure a substitute. Exceptions to this policy may be granted by the Superintendent in cases of unique circumstances.
3. Sick leave is cumulative from one year to the next, for up to a total of one hundred twenty (120) days. These accumulated days can be applied only to the illness of the employee or members of the immediate family. (Exceptions to this can be made when recommended and approved by the Superintendent.) After

all sick leave days (cumulative and current) have been used by the employee, a proportionate deduction of the annual salary is made for each day absent. Deductions at the same rate will be made for absences due to causes other than covered by sick leave regulations.

4. Current sick leave is defined as those days (10, 12, or proportionate number) credited to sick leave and accrued during the current contract year.
5. Cumulative sick leave is defined as the balance of sick leave days at the end of the previous school year. "Current" unused sick leave days become "cumulative" at the end of the contract year to a maximum of 120 days.
6. SICK LEAVE BANK - a sick leave bank is established for members of the bargaining unit.
 - 6.1 The purpose of this bank is to aid unit employees who have exhausted all accrued leave and need additional sick leave because of a medical condition, serious accident or disability, which renders the employee incapable of working.
 - 6.2 Each unit employee will have the option of joining (contributing) or rejecting the bank within the first twenty (20) work days of original date of employment or within the first twenty (20) work days of each school year.
 - 6.3 Each unit employee who joins the bank will contribute one (1) day of sick leave at the beginning of each school year or upon employment. No contribution will be required of continuing members at the beginning of a school year if the number of days in the bank exceeds 600. When the number of days in the bank falls below 250 during a school year, each member will automatically contribute one (1) additional day to the bank at the first of the month following the day the bank falls below that number. If an employee has no sick leave available, the additional day(s) due will be given the following contract year.
 - 6.4 Each employee will sign an authorization at his/her work site specifying participation or non-participation in the sick leave bank. The Association Representative will deliver the forms to the appropriate central office clerk at the end of the twentieth work day. The day will then be deducted from the individuals' sick leave and credited to the bank.
 - 6.5 Each contributing unit employee who exhausts his/her accrued leave and is not able to return to work may apply for up to twenty five (25) additional days per year from the bank. Applications will be considered by a review committee, which will take action upon such request by using specific criteria as contained herein. In the event of a new or reoccurring medical condition, accident or disability, the employee may reapply for up to ten (10) days of additional leave.
 - 6.6 The review committee will consist of two teachers, two secretaries, two associates (one each from elementary and secondary levels) and two administrators. The teacher, secretary and associate members will be appointed by the Association president upon recommendation from the respective groups, and the administrators by the Superintendent. The review committee will establish guidelines to be followed. These will be published and prominently displayed in each building.

- 6.7 An employee who has exhausted all his/her sick leave and sick leave bank allowance due to a serious illness may be eligible for an additional twenty (20) days maximum from an employee(s) who chooses to donate these days out of his/her sick leave days. Under no circumstances will an employee solicit days from other employees. The employee(s) willing to donate his/her days to another employee will make arrangements through the Sick Leave Bank Committee.
- 6.8 Retirees may contribute up to twenty (20) days of remaining sick leave to the sick leave bank upon their retirement.
- 6.9 In order to qualify for consideration to receive days from the bank, employees will meet the following criteria:
 - 6.9.1 The applicant is a regular employee of RISD which is defined as one who contributes to the ERB.
 - 6.9.2 The applicant is an active contributor to the bank.
 - 6.9.3 The applicant has exhausted all his/her personal, emergency, annual and sick leave.
 - 6.9.4 The applicant is incapable of returning to work as a result of a medical condition, disability, or serious accident rendering him/her incapable of returning to work at the present time as verified by a written diagnosis and a recommendation from a licensed physician.
 - 6.9.5 The applicant has a member of his/her immediate family, defined as children or spouse, in a life threatening situation
 - 6.9.6 Exclusions to consideration are:
 - 6.9.6.1 The applicant is covered by Worker's Compensation.
 - 6.9.6.2 The applicant's individual short or long-term disability insurance becomes activated.
- 6.10 Days left in the bank at the end of the school year will be carried over to the following school year.
- 6.11 Cost of forms will be shared by RISD and the covered units.
- 7. The District or designated supervisor may require a physician's statement after three (3) consecutive days' absence because of illness of the employee or his dependent. Inappropriate use of sick leave will result in a day of contract pay deducted for every inappropriate use of sick leave for the first occurrence. Any additional occurrences of inappropriate use of sick leave will result in disciplinary action.
- 8. An employee who is employed after the first day of the contract year shall be granted a proportionate number of days' sick leave with pay for the period from the date of employment through the completion of the contract year. The formula for determining number of sick leave days granted shall be as follows:
 - 8.1 Positions less than twelve months: Number of days left of contract year at the time of employment divided by the number of days for a full contract times ten (10).
 - 8.2 Positions of twelve months duration: Number of days left of contract year at the time of employment divided by the number of days for a full contract times twelve (12).

9. Resignations, retirement, termination of contract, or dishonor of contract by an employee cancels all sick leave benefits, cumulative and current, the cancellation to be effective as of the day the employee stopped work, or as of June 30 of the contract year, whichever is applicable. An employee who is retired, on leave-of-absence, or who has resigned and is re-employed within six months of a new contract year following the cancellation of benefits as of June 30 or the date of separation retain accumulated benefits.
10. Support personnel, who resign from the RISD to obtain a degree in education and are re-hired in a licensed personnel position within one (1) year of the date of resignation, will be allowed to retain their sick leave at a pro-rated basis. The pro-rated basis will be as follows:

- 10.1 Support personnel daily (at resignation rate) will be pro-rated to equal a licensed personnel daily rate. For example:

<u>Cumulative Sick Leave</u> <u>Support Personnel</u>	<u>Cumulative Sick Leave</u> <u>Licensed Personnel</u>
\$60.00	\$180.00 = 3 days of support personnel sick leave equal to 1-day licensed personnel sick leave

11. In case of death of an employee who is under contract, the estate will be paid the sick leave, cumulative and current, due the employee at the time of death, except that the maximum allowed for pay purposes in case of death will be one twelfth (1/12) of the annual contract, the payment in each instance to be authorized by the Superintendent, and in no instance, shall the total paid in salary and sick leave for that person exceed the amount of the current contract.
12. Longevity Increment
 - 12.1 Licensed personnel, who have sixty (60) days of cumulative sick leave at the end of the contract year, will receive an increment on their next contract equal to \$312.00.
 - 12.2 Licensed personnel who have one hundred twenty (120) days of cumulative sick leave at the end of a contract year will receive an increment on their next contract equal to \$624.00.
 - 12.3 Licensed support personnel and support personnel, who have sixty (60) days of cumulative sick leave at the end of the contract year, will receive an increment on their next contract equal to \$156.00. The increment shall be paid as a separate one-time payment on the last.
 - 12.4 Licensed support personnel and support personnel employees who have one hundred twenty (120) days of cumulative sick leave at the end of a contract year will receive an increment on their next contract equal to \$312.00.
 - 12.5 The Roswell Independent School District and the Roswell Education Association agree that the Longevity Increment that was determined for eligible employees at the end of the school year will be paid in one lump sum payment in the December 10 paycheck following the eligible date.

ARTICLE 9: PERSONAL LEAVE AND/OR EMERGENCY LEAVE

1. The Superintendent, or designee, may approve personal leave when an employee feels there is an important reason to be away from assigned duties. Personal leave for the current year will be granted based on the employee's cumulative leave balance at the beginning of the current contract year according to the following formula:

<u>Cumulative Sick Leave</u>	<u>Personal Leave Entitlement</u>
0 to 29 days	1 day
30 to 59 days	2 days
60 to 120 days	3 days
Over 120 days	6 days

2. Deductions from salary for licensed personnel will be made at the rate paid a substitute teacher with a bachelor's degree.
3. Deductions from salary for licensed support and support personnel will be made at one-half (1/2) the rate for licensed personnel.
4. Requests for personal leave (Form R-070) are to be submitted three (3) days in advance. Personal leave will not be approved for work days immediately preceding or following a school holiday, for work days immediately preceding or following the opening or closing day of school, professional development days, nor on those occasions when the District is unable to secure a substitute. Exceptions to this paragraph of the article may be granted by the Superintendent, or assigned designee, in cases of unique circumstances.
5. When personal leave has been exhausted, the Superintendent may authorize up to two (2) days of emergency leave.
6. Requests for emergency leave (Form R-070) are to be submitted to the Superintendent. Deductions from salary for licensed personnel will be made at the rate paid a substitute teacher with a bachelor's degree. Deductions from salary for support personnel will be made at one-half (1/2) the rate for licensed personnel. Emergency leave will not be approved for work days immediately preceding or following a school holiday, for work days immediately preceding or following the opening or closing day of school, professional development days, nor on those occasions when the District is unable to secure a substitute. Exceptions to this paragraph of the article may be granted by the Superintendent, or assigned designee, in cases of unique circumstances.

ARTICLE 10: COMMUNITY SERVICE LEAVE

1. Employees who perform public service for non-sectarian, non-profit and community-wide organizations may be granted up to two (2) days leave, per month, not to exceed six (6) days per year, upon prior approval of the Superintendent for such public service. The employee will be paid full salary minus the cost of a substitute, even if a substitute is not required.

ARTICLE 11: LENGTH OF WORKDAY FOR CERTIFIED SCHOOL INSTRUCTORS

1. The length of the workday for certified school instructors shall be a seven and three-quarter hour working day including a thirty (30) minute duty-free lunch. Personnel on special duty assignment may be required to work additional time.
2. Elementary Preparation Time Planning Sheet
Elementary dismissal will be at 1:45 on Wednesdays at each elementary building for uninterrupted prep time for certified staff. Release of students will be at 1:45, allowing fifteen (15) minutes for students to clear the building and campus. Uninterrupted prep time will be from 2:00 pm to the end of the work day for preparation, planning, and collaboration. Concerns with regard to preparation time should be brought to the attention of the Principal and/or Assistant Superintendent for Instruction. State mandated instructional time requirements will be met at all grade levels. In the event the State Legislature passes a statute affecting this subsection, RISD and the Association will comply with the statute/law.

ARTICLE 12: LICENSED PERSONNEL SALARIES

1. Licensed Personnel salaries are computed on the Roswell Independent School District salary schedule and are subject to change from year to year and to budgetary limitations. In any year in which the only salary increase for licensed personnel is the increment step increase, the Board may provide a similar increase for licensed personnel frozen at the last steps on the salary schedule.
2. Teaching or other experience related to instruction pursuant to the SDE Training and Experience Manual in state approved schools, private accredited schools and accredited institutions will be credited on the salary schedule at full value. A fractional year of experience will be dropped if less than one-half year; one-half year or more the next step on the scale will be used.
3. Semester hours above a degree will be credited on the salary schedule, subject to prior approval of the Superintendent or his designee(s), only when an official transcript showing those hours is on file in the district Human Resources Office on or before October 1 of the contract year. This increment will be paid only for those hours earned at an accredited college or university. Hours toward an increment on the salary schedule must be semester hours or converted to semester hour equivalent.

4. Extended contracts for licensed personnel will be determined by the increment schedule as approved by the Superintendent during the annual budget approval.
5. The following schedules will be attached as appendices to this Agreement: Certified Schedules
 - 5.1 Level I
 - 5.2 Level II
 - 5.3 Level III
 - 5.4 Certified Counselor
 - 5.5 Ancillary
 - 5.6 Increment Schedule (Appendix "A")

Bargaining unit employees will continue to receive the current annual salary for School Year 2010/2011.

Bargaining unit employees will be given credit for years of experience, however, the salary will remain at current levels (e.g. BA+00 4 years becomes BA+00 5 years). Any change to salaries that may occur during the school year for such situations as a decrease in funding from state and/or federal sources are subject to negotiations. The District will provide written notice to the Association President prior to implementation of changes to salaries. The Association President may request to negotiate any change to salaries. Such negotiations must occur and conclude within ten (10) working days of the written notice of the change.

6. Payment for New Employee Orientation

The Roswell Independent School District shall pay all employees who attend the New Employee Orientation, if it is conducted before the start date of the new employee's contract. For a full day's attendance, employees shall be paid as follows:

Certified Staff	\$70.00 per day
-----------------	-----------------

Attendance for at least half of the day but not the entire day shall be paid at one-half of the above amounts.

7. The salary schedules are attached hereto as Appendix B.

ARTICLE 13: EDUCATIONAL ASSISTANTS AS SUBSTITUTES

1. Requests for educational assistants to substitute shall be made only in emergency situations when it is not possible to obtain a regular substitute or when the principal deems it necessary for educational purposes. Any educational assistant that who does substitute shall be allowed adequate time to complete unfinished work resulting from the absence from their regular assignment due to substituting.
2. Associates who are assigned educational duties as a licensed teacher for a full instructional day will receive an additional \$20.00 per day above their appropriate contract pay. This will not exceed twenty-five (25) working days per school year unless mutually agreed.

ARTICLE 14: SECRETARIAL AND PARA-PROFESSIONAL SALARIES

1. Administrative technical support salary schedules are computed on the RISD salary schedule and are subject to change from year to year and to budgetary limitations. In any year in which the only salary increase for secretaries is the increment step increase the Board may provide a similar increase for secretaries frozen at the last step on the salary schedule.
2. Administrative Technical Support and Para-Professional salary schedules are attached as appendices to this Agreement.
3. CLASSIFICATION SYSTEM:
 - 3.1 The Classification System shall apply to all secretarial positions, para-professional positions, and to three technology positions that are included in the REA Bargaining Unit.
 - 3.2 Six positions are not included in the bargaining unit
 - 3.2.1. The GHS head secretary,
 - 3.2.2. The RHS head secretary,
 - 3.2.3. The head secretary to the Director for Special Services,
 - 3.2.4. The Title I technology resource specialist,
 - 3.2.5. The Information Systems Specialists
 - 3.2.6. The Technology Center trainer position.

ARTICLE 15: ASSOCIATES' SALARIES

1. Associates' salary schedules are computed on the RISD salary schedule and are subject to change from year to year and to budgetary limitations. In any year in which the only salary increase for associates is the increment step increase the Board may provide a similar increase for associates frozen at the last step on the salary schedule.
2. Semester hours will be credited on the Associates salary schedule, subject to prior approval of the Superintendent or designee(s), only when an official transcript showing those hours is on file in the district Human Resources Office on or before October 1 of the contract year. This increase will be paid only for those hours earned at an accredited college or university. Hours toward an increase on the salary schedule must be semester hours or converted to semester hour equivalent. For purposes of initial placement on the salary schedule(s), transcripts will be reviewed by the Assistant Superintendent Human Resources who will approve at his/her discretion those hours deemed appropriate. Hours earned in education, general degree requirements, or those related to current position maybe be calculated for placement on the salary schedule. [Effective for new hires after 7/01/02] In order for an employee in the District to take a college course for advancement on the salary schedule a Course Approval Form must

be submitted to the Assistant Superintendent for Instruction prior to taking the course. Approval or denial will be returned to the employee within (10) ten working days.

ARTICLE 16: GROUP INSURANCE

Insurance Coverage for Employees

1. The District will pay on behalf of its employees the same employer's share as paid to non-bargaining unit employees and as allowed by New Mexico statute of any Insurance program approved for participation by the District.
2. The District will consider from time to time employee-pay-all plans as developed by the New Mexico Public Schools Insurance Authority. No proposal of any employee insurance program will be heard by the District unless accompanied by a report from the district insurance committee. Such committee shall be formed by the Superintendent or designee as needed to review or consider employee Insurance programs and proposals. The committee shall have representation from both licensed and support employee groups. Details may be obtained from the Business Office Fiscal Handbook.
3. The Dental and Vision plans available from the New Mexico Public Schools Insurance Authority will be implemented.
4. The District will offer a basic life insurance plan.
5. School district group insurance privileges may be retained during a leave of absence providing the employee on leave contributes the total premium for same, including the district's share.

ARTICLE 17: WORKER'S COMPENSATION

1. The District sponsors Worker's Compensation Insurance as specified by law. The employee will not be compensated for both sick leave and Worker's Compensation benefits at the same time.

ARTICLE 18: FAMILY AND MEDICAL LEAVE OF ABSENCE

1. This article is adopted to implement the federal Family and Medical Leave Act of 1993 (FMLA), as amended, pursuant to the terms, conditions, and limitations of the Act. In the event of any conflict between the provisions of this and any other agreement of the district and the provisions of FMLA, the latter shall prevail.
 - 1.1. To be eligible for leave under the Act an employee must have worked for the District for a total of 12 months, during which the employee must have worked a total of 1,250 hours.
 - 1.2. Pursuant to the FMLA, employees are permitted up to 12 work weeks of unpaid leave or paid leave as per section

- 1.14 per year during any 12-month period. Family and medical leave can be requested for the following reasons:
- 1.2.1. childbirth and infant care;
 - 1.2.2. placement of a child with the employee for adoption or placement of a child with the employee by a state agency for foster care (entitlement to leave for birth or placement of a child expires 12 months after the birth or placement of the child);
 - 1.2.3. care of the employee's spouse, son or daughter or parent with a serious health condition; and
 - 1.2.4. the inability of the employee to perform his or her job duties due to her or his own serious health condition, or the necessary absence from work of an employee to receive medically necessary treatment.
 - 1.2.5. The 12-month period within which each employee may take 12 weeks of leave under the FMLA shall be a "rolling" 12-month period, measured backward for each employee from the first time each such employee uses leave under the FMLA.
- 1.3. A "serious health condition" is an illness, injury, impairment, or physical or mental condition that (a) requires inpatient care in a hospital, hospice, or residential medical care facility, or (b) requires continuing treatment by a health care provider and which, if left untreated, would likely result in an absence from work of more than three days, or (c) involves prenatal care. A "serious health condition" does not include voluntary cosmetic treatments, unless in-patient care is required, or routine physical examinations.
- 1.4. An employee requesting leave shall submit a "Request for Leave" form to the Assistant Superintendent for Human Resources.
- 1.5. If an employee requests leave for treatment for an employee's serious medical condition or for that of a child parent, or spouse, the employee must make a reasonable effort to schedule the treatment at a time not unduly disruptive to the district.
- 1.6. An employee seeking leave for a foreseeable reason such as the birth or placement of a child or for planned medical leave treatment shall provide the district with at least 30 days advance notice of the leave. If 30 days advance notice is not possible under the circumstances, e.g. in the case of a premature birth, the employee shall give such notice as is practicable, e.g. within one or two business days of the day the employee shall learn of the need for leave. If an employee's reason for seeking leave was unforeseeable, such employee shall give such notice as is practicable. An employee who fails to give notice of leave as required herein may be denied such leave until the notice requirements are met. If less than 30 days' notice of leave is provided, the employee must schedule an appointment with the Assistant Superintendent for Human Resources for approval.
- 1.7. An employee seeking leave on the basis of the serious medical condition of the employee or the employee's spouse, son or daughter, must provide certification issued by the health care provider of employee or of the employee's spouse, son or daughter, or parent, stating

- 1.7.1. the date the condition began,
 - 1.7.2. its probable duration,
 - 1.7.3. appropriate medical facts, and
 - 1.7.4. that, for a specified time, either
 - 1.7.4.1. the employee is unable to perform his or her job functions or will be unavailable to do so while receiving necessary medical treatment, or
 - 1.7.4.2. the employee will be needed to care for the sick family member.
 - 1.7.4.3. If the adequacy of medical certification is questioned by the district, the district may require the employee to seek the opinion of a second health care provider, who is not regularly employed by the district, at the district's expense. If the opinions of the first and second health care providers differ, the district may require the employee to obtain a third opinion at the districts expense, from a health care provider agreed upon by the employee and the district. The third opinion shall be final and binding.
 - 1.8. Spouses employed by the district are limited to a combined total of 12 work weeks per year for the birth or placement of a child, or to care for a parent. However, for other covered leaves, such as care for a spouse or child, or for treatment of the employee's own serious health condition, each spouse may take up to 12 weeks a year.
 - 1.9. Intermittent leave and reduced work schedules are allowed when such are medically necessary; however, employees may not take intermittent leaves or go on reduced work schedules that reduce the number of hours worked per week or per day for childbirth/infant care or adoption leave.
 - 1.10. If an eligible "instructional employee" seeks intermittent leave or reduced-schedule leave for the care of a spouse, son or daughter, or parent, or for the employee's own serious health condition, and the leave is foreseeable on the basis of planned medical treatment, and the employee would be on leave for more than 20 percent of the work days during the period, the employee may choose either to:
 - 1.10.1. Take leave for a period or periods of particular length, not greater than the length of the planned medical treatment; or
 - 1.10.2. Transfer temporarily to an available equivalent position, which better accommodates recurring periods of leave.
- "Instructional employees" includes teachers, instructional assistants, coaches, and other employees whose duties principally involve the direct provision of instructional services to students. In the event an employee involuntarily takes additional leave time under subparagraph 1, above, the entire leave time shall be counted against the employee's available leave under FMLA and any district leave policy.

- 1.11. If any employee requests intermittent leave or leave on a reduced work schedule to care for a seriously-ill family member or for the employee's own serious health condition, and the need for leave is foreseeable based upon planned medical treatment, the employee may temporarily be transferred to an available alternative position with equivalent pay and benefits, if the employee is qualified for the position and the position better accommodates recurring periods of leave than the employee's regular job.
- 1.12. The responsibilities of instructional employees near the end of academic terms--examinations, grading, etc. requires that the school district be able to limit leave taken by instructional employees at such times as follows:
 - 1.12.1. Leaves beginning more than five weeks before the end of a semester: If an instructional employee starts a leave more than five weeks before the end of a semester, the school district may require the employee to continue the leave until the end of the semester if:
 - 1.12.1.1. the leave is of at least three weeks' duration and
 - 1.12.1.2. the employee would return from leave during the three-week period preceding the semester's end.
 - 1.12.2. Leaves beginning five weeks or less before the end of a semester: If an instructional employee begins a leave five weeks or less before the end of a semester, the school district may require the employee to continue the leave until the end of the semester if:
 - 1.12.2.1. the leave will last more than two weeks; and
 - 1.12.2.2. the employee would return from leave during two-week period before the term's end.
 - 1.12.3. Leaves beginning three weeks or less before the end of a semester: If an instructional employee starts a leave three weeks or less before the end of a semester, the school district may require the employee to continue the leave until the end of the term if the leave will last more than five working days.
- 1.13. All requests for family/medical leave must be approved by the employee's supervisor and the Assistant Superintendent for Human Resources.
- 1.14. Employees who take family/medical leave must utilize any available paid leave they have accrued under another of the District's leave policies when the reason for leave corresponds with the basis for leave under the other policy. Accrued vacation or personal leave shall be substituted for any FMLA qualifying purpose. If the requested leave period extends beyond the employee's accrued number of paid leave days, the remaining leave days will be unpaid. Any employee seeking leave shall explain the reasons for the needed leave on forms provided by the district. It shall be the district's responsibility to identify the requested leave as covered by the FMLA and as paid or unpaid on the basis of leave time accrued under other district leave policies. Such identification

shall be made at the time leave is requested or during such leave, on the basis of information provided by the employee.

- 1.15. During the period of leave, the school district will maintain for the employee under the district coverage group health plan if enrolled; however, the employee is responsible for continuing to pay the employee's monthly portion of the premium. If an employee fails to make payment of the employee's share of health insurance premiums for 30 days after the employee fails to return to work following the leave under the FMLA for any reason (1) other than the continuation of the FMLA qualifying circumstances upon which the need for leave was originally based, or (2) circumstances beyond the control of the employee, the employee shall be required to reimburse the district for the cost of health insurance premiums the district paid to maintain coverage for the employee during the leave period.
- 1.16. Employees will not accrue leave or other benefits during the family/medical leave period.
- 1.17. An employee other than a "key employee" who has taken family/medical leave will be restored to his or her previous position or to a position of equivalent pay, benefit, and other terms and conditions of employment. (Equivalency of positions shall be determined on the basis of the District Policy). A "key employee" may be denied reinstatement if it would create a substantial and grievous economic injury for the school district. A "key employee" is one whose compensation is within the highest 10 percent of the work force of the school district.
- 1.18. In each district building there shall be posted a notice to employees, describing the provisions of the FMLA, provided and approved by the Wage and Hour Division of the United States Department of Labor.

ARTICLE 19: EXTENDED LEAVE OF ABSENCE

1. A Certified School Instructor who has completed at least three full and consecutive years of service with the district may obtain extended leave of absence without pay upon the recommendation and approval of the Superintendent on the following basis and conditions:
 - 1.1 Time Limits for Requesting Extended Leave: Requests for extended leave must be submitted in writing to the Assistant Superintendent for Human Resources (1) by April 1st of the current school year if leave for the ensuing school year is sought, or (2) at least 30 days in advance of the date the requested leave would begin if leave for less than the full school year is sought. Exception to the April 1 deadline will be considered for unusual cases as determined by the Superintendent.
 - 1.2 Duration of Extended Leave: The duration of such leave shall be not less than 60 working days and not more than one school year. Leave for all or part of a second consecutive school year may be granted if a written request is submitted in writing to the Assistant Superintendent for Human Resources by April 1st of the preceding school year.

1.3 Reasons for Extended Leave: Extended leave may be requested for the following reasons:

- 1.3.1 The serious health condition of the employee or of the employee's spouse, son or daughter, or parent; Childbearing; or
- 1.3.2 Professional growth as an educator through the pursuit of additional degrees or course work pertaining to education.

1.4 Terms and Conditions of Extended Leave: Extended leave may be requested and, if approved, taken upon the following conditions:

1.4.1 During period of extended leave, the employee:

- 1.4.1.1 accrues no new benefits or seniority;
- 1.4.1.2 remains subject to reduction-in-force; and
- 1.4.1.3 may retain group insurance benefits, provided the employee bears the cost of all premiums.
- 1.4.1.4 is solely responsible for the timely payment of insurance premiums. Any failure to pay such timely premiums or any resulting lapse in coverage will be the responsibility of the employee. Such lapse may result in termination of leave and/or termination of employment with the district.

- 2. Restoration of Employment at End of Leave: An employee returning from leave will be restored to his or her former position or an equivalent position determined in accordance with the districts practices and policies on equivalency, provided such employee gives notice to the Assistant Superintendent for Human Resources of the date he or she intends to return to work, either at the time his or her extended leave begins and/or by April 1st of the current school year, whichever is earlier.
- 3. Misuse of Leave: Use of extended leave time for reasons not disclosed and not approved according to this agreement may result in termination of leave and other sanctions.

ARTICLE 20: PAYROLL DEDUCTIONS

- 1. In accordance with the provisions of this Article, the District agrees to deduct from wages of employees in the bargaining unit Association membership dues on the basis of a properly executed authorization to make such deductions.
- 2. The amount of the membership dues deduction to be made from each employee's wages will be certified, in writing, to the District by the Association, which amount may not change more than once per school year.
- 3. The District will temporarily cease individual deductions when the employee is on unpaid leave of absence.
- 4. The District will stop individual deductions when:

- 4.1 The Association or the employee submits an official written notification to the District Business Office and Association President to terminate payroll deductions for an employee.
- 4.2 The employee is no longer in the employ of the District.
5. The Association and employees agree to hold the District save harmless for any actions resulting from compliance with this Article.

ARTICLE 21: EMPLOYEE ASSAULT/BATTERY

Philosophy

The District and the Roswell Education Association acknowledge the need for employees to perform their duties in a safe and non- threatening environment.

1. Assault/battery against an employee:

The Roswell Education Association and the District recognize the possibility of an assault of an employee on school property, at school sponsored events, or incidents off campus directly related to the individual's job. The term "assault" as used in this article shall mean a violent physical or verbal act including legal battery, legal assault and infliction of severe mental or emotional distress. An employee shall be permitted to use reasonable force to repel a physical assault on himself/herself or a physical assault on another person as authorized by law.

2. When an assault occurs, the following procedures shall be used:

- 2.1 An employee shall immediately report to the site supervisor and/or security personnel any assault on school property, at the school sponsored events, or incidents off campus directly related to the individual's job.

- 2.2 The site supervisor and/or security personnel shall immediately get medical help where needed and notify the superintendent or designee of the assault and/or need of medical attention.

- 2.3 The site supervisor and/or security personnel shall immediately get medical help where needed and notify the superintendent or designee of the assault and/or need of medical attention.

- 2.3.1 Representation; and

- 2.3.2 Initiate a criminal complaint arising from the assault.

- 2.4 The following people shall be responsible for submitting written reports:

- 2.4.1 The employee;

- 2.4.2 The site supervisor and/or security officer.

- 2.5 Such reports shall include a written account of the incident and actions taken. Within three working days of the incident, reports shall be sent to the employee, the site supervisor, the REA, and the Superintendent or designee.

- 2.6 Leave with pay may be granted to an employee for absence necessary to conduct assault related business for an assault that is job-related. When possible, assault related business should be conducted during off-duty hours.
- 2.7 When absence from work is necessary due to injury resulting from a job-related assault, employee will be granted leave with pay for up to twenty days. After five days, the employee may be required to obtain a doctor's certificate attesting to the employee's injuries and resulting disability. Additional leave will be granted on the recommendation of the employee's medical practitioner. If the district questions the recommendations of the employee's medical practitioner, the employee and the district shall select a mutually acceptable medical practitioner. The second practitioner shall assess the employee's injury, any disability and the anticipated recovery time. The assessment of the second practice shall prevail. This second opinion shall be at District expense.
- 2.8 Payment for the time away from work shall be made only in the amount of the difference between:
 - 2.8.1 The employee's regular wage or salary due for the time absent; and
 - 2.8.2 Worker's compensation payments made to the employee, if any. The purpose of this provision is to ensure that an employee need not use sick leave after incurring an injury due to an assault.

ARTICLE 22: REDUCTION IN FORCE

1. District Authority

- 1.1 Provided that the Public Education Department's standards and statutory requirements are met, the District has the authority to reduce school personnel during the terms of their contract. Situations that justify Reduction In Force (RIF) that have been verified by written analysis of long-range needs and requirements shall include but not be limited to the following:
 - 1.1.1 Decrease in student enrollment in a program, department or grade level;
 - 1.1.2 A need to redistribute staff;
 - 1.1.3 Decrease in revenue;
 - 1.1.3.1 Because of decrease in enrollment;
 - 1.1.3.2 Because of loss or reduction in tax revenues;
 - 1.1.3.3 Because of reduction in state, local, or federal financial support.
 - 1.1.4 Change in the educational program, department or grade level or organization in the district, as determined by the District;
 - 1.1.5 Consolidation or de-consolidation involving the District;
 - 1.1.6 Court orders;
 - 1.1.7 Orders of the Secretary of Education;
 - 1.1.8 Legislative mandates.

2. Determination of Need for RIF

2.1 Responsibilities of Administration

- 2.1.1 Preliminary Report: The Superintendent with the assistance of the administrative staff, will inform the Association of any circumstances which may ultimately require RIF. This report should be prepared in order to inform the District and the Association, of any circumstances which may ultimately require RIF. This report should be prepared in order that the District and the Association will have time to explore and suggest ways a RIF may be avoided.
- 2.1.2 Alternative Plan: Prior to the implementation of a RIF, options to avoid RIF will be considered. Some of these options are:
 - 2.1.2.1 Retirements;
 - 2.1.2.2 Attrition;
 - 2.1.2.3 Transfers.
- 2.1.3 Preparation of Plan: A RIF may occur at any time during the calendar year when the District determines it is justified and the proper documentation has been presented. When a RIF is necessary, a plan will be developed collaboratively with the Association and the District within the timeframes established by the District. The RIF shall not identify the individuals to be reduced, but will focus on the total education program of the District. All suggested alternative plans will be explored. The RIF plan shall Include, but not be limited to the following:
 - 2.1.3.1 A detailed description of the cause or causes requiring RIF.
 - 2.1.3.2 A description of all adjustments already made by the administration in attempt to avoid a RIF.
 - 2.1.3.3 A designation of the part or parts of the total educational program, in which the RIF is proposed and the number of positions to be reduced in each program department, grade level and location.

2.2 Responsibilities of the Board

- 2.2.1 The Board will consider the recommended plan for the adoption of the RIF at the duly called Board meeting. Public notice of this meeting will announce that RIF will be considered. The discussion and action on the plan will be in open session allowing for comment and review by the Association, employees and members of the public attending this meeting. However, nothing herein will restrict the Board from holding portions of the discussion in closed session, if such discussion would be proper under the New Mexico Open Meetings Act.
- 2.2.2 The plan adopted by the board will be made available to the Association and all staff by providing copies thereof in the office of each building supervisor and at the Superintendent's office within two (2) working days after adoption by the Board.

3. Selection of Personnel to be Reduced

3.1 In order to implement the plan, the Superintendent and administrative staff will perform a study of the District's certified personnel to determine which persons must be reduced. The following criteria will be followed in making such selections.

3.1.1 Licensure/Qualifications: The proper licensure and qualification to maintain a sound and balanced educational program which is accredited, meets statutory requirements, and the State Board of Education's standards shall be applied as follows:

3.1.2 Seniority: Person with least amount of seniority in the defined program area in the District (length of continuous service in the District, not the work site or program). Approved leave shall not be considered as interruptions of continuous service but the individual on extended leave of Absence shall not accrue service credit for the period of time he or she is on leave.

3.1.2.1 Reductions in each program, department, location, or grade level shall be applied District wide rather than site based or by source of funding;

3.1.2.2 Certified and educational support professionals in the bargaining unit being reduced in an identified program, department, location or grade level cannot displace someone in an unaffected program, department, location, or grade level.

4. Notification of Personnel to be Reduced

4.1 The written decision of the Board will be provided to each affected employee and a copy will be placed in his/her official Personnel File. This decision will clearly state that the reduction resulted solely from RIF. A list of the affected employees and the areas from which they were reduced will be provided to the Association.

4.2 The District will provide the following information to the reduced employee:

4.2.1 COBRA;

4.2.2 Department of Workforce Solutions Services;

4.2.3 Information about the recall process.

5. Right to Recall

5.1 For a period of twelve (12) months after the effective date of the reduction of any employee under the RIF policy, the District will offer any position(s) which become available and for which a reduced employee is licensed and/or qualified provided that the reduced employee has complied with the rules below:

5.1.1 Reduced personnel will automatically be placed on the recall list unless the person notifies the District in writing that he/she does not wish to be recalled;

5.1.2 It is the responsibility of the reduced person to notify the District of any change of status or address;

5.1.3 Selection of persons to be recalled will be by seniority.

5.2 Notification of Recall:

Any person selected for recall will receive written notification by certified mail, return receipt requested, or by personal delivery at the address he/she provided. Written notification of the acceptance of the position offered must be received in the Superintendent's office within ten (10) calendar days after receipt of notification.

- 5.2.1 If a recalled person does not accept the offer within the specified time
 - 5.2.1.1 He/she loses all recall rights under this policy;
 - 5.2.1.2 The next qualified person will be notified
- 5.2.2 Seniority Accrual: A reduced employee who is recalled within the twelve (12) month period will retain seniority and sick leave benefits accrued before reduction.
- 5.2.3 Loss of Rights: After twelve (12) months, the recall period has expired and any person reduced under the RIF policy no longer has the right to recall. Such persons who wish to be re-employed thereafter must reapply as a new applicant for employment.

ARTICLE 23: VOLUNTARY TRANSFERS

- 1. Reassignment is movement of current employees within a work site,
- 2. Transfer is movement of current employees between work sites, which may be initiated by the employee or the administration, under this article.
- 3. Procedures.
 - 3.1 A certified employee may apply for any vacancy for which he/she is qualified at any time during the year.
 - 3.2 A vacancy is created when a position, which has been approved for staffing by the Superintendent, is not occupied and the position has not been filled by re-assignment of a current building staff member.
 - 3.3 Those employees who are on a recall list as a result of a reduction will be placed in vacancies for which they are qualified in accordance with procedures set forth in RIF herein.
 - 3.4 When a vacancy occurs, the Human Resource Department will post openings/vacancy for a minimum of five (5) working days. Postings will be at Central Office and at each building site where notices are normally posted and it shall be the employee's responsibility to check all sites where vacancies will be posted. Vacancies shall be available on the Internet.
 - 3.5 The site administrator who has the created vacancy has up to ten (10) working days to fill the vacancy PRIOR to releasing the transferred employee.
 - 3.6 Any qualified employee who applies and submits a letter of interest will be granted an interview. If the site administrator has interviewed an employee within the past 3 (three) months, it will not be necessary to interview again if any additional vacancy occurs.

ARTICLE 24: INVOLUNTARY TRANSFERS

1. Involuntary transfer shall be described as a transfer without the expressed desire of the employee.
2. Involuntary transfer may become necessary in the event one or more of the following occur:
 - 2.1 All of the reasons stated in the RIF herein;
 - 2.2 Retirement;
 - 2.3 Resignation.
 - 2.4 Discharge.
 - 2.5 As determined by the Superintendent to be in the best interests of the District.
3. The principal or supervisor required to reduce staff for reasons deemed appropriate by the district will notify and explain to the affected staff the need/reasons for the involuntary transfer. No employee shall be transferred or reassigned arbitrarily capriciously, or without rational basis.
4. The proper licensure and qualifications to maintain a sound accredited educational program that meets state standards will be required to place a displaced employee.
5. The following criteria shall be applied under normal circumstances (those circumstances not involving issues such as harassment, etc.):
 - 5.1 Volunteers shall be requested from work site faculty/staff who are qualified;
 - 5.2 In the event, no volunteer is found in the affected building, or if the staffing reductions are contained in a specific building, or if the staffing reductions are contained in a specific program, grade, level (such as elementary 1-6) or subject, an employee with the least amount of total consecutive district service shall be selected first for the transfer.
 - 5.3 Involuntary transferee placement will normally occur prior to vacancy posting;
 - 5.4 The school districts legal requirements must be met;
 - 5.5 An employee being involuntarily transferred shall be placed only in an equivalent position, which involves no reduction in basic compensation, when possible.
6. An involuntary transfer shall be made only after a meeting between the employee involved and the sending principal/supervisor. The employee may at his or her option have an Association representative present at such meeting. At this time, the employee shall receive written district notification of the reason and vacancies available. When multiple vacancies are available to the transferee, he/she shall have five (5) days to select from the identified vacancies. Assistant Superintendent for Human Resources may extend the deadline in extenuating circumstances. Upon making the choice, the employee shall be given consideration of five (5) working days to accomplish the transfer.

ARTICLE 25: SCHOOL CALENDAR

The Roswell Education Association shall have representation on the District Advisory Calendar Committee. Six (6) representatives shall be appointed by the Roswell Education Association. The Committee shall meet to design, obtain input on the school calendar, and develop and make recommendations to the Superintendent.

ARTICLE 26: EMPLOYEE RIGHTS

1. The district will make a call to each substitute in the substitute pool prior to assigning associates as substitutes,
2. Hand-held communication devices will be made available to all employees required to supervise campus areas.
3. Crisis prevention or intervention training will be made available for those employees expressing a need for such training.
4. Employees shall not be required to perform duties not within the scope of their license or certification. This is not to preclude the assignment of employees to extra-curricular or co-curricular sponsorships.

ARTICLE 27: NON-DISCRIMINATION AND HARASSMENT

Prohibition of Harassment Based on Race, Color, Religion, National Origin, Age, Sex, Sexual Orientation, Marital Status, Veteran Status or Disability

1. Harassment Based on Protected Characteristics Prohibited

The policy of the Board of Education forbids discrimination against any employee or applicant for employment on the basis of race, color, religion, national origin, age, sex, sexual orientation, marital status, veteran status or disability (referred to herein as "protected characteristics"). The District will not tolerate harassment on the basis of protected characteristics by any of its employees, by nonemployee volunteers, or by any other persons, whether in the workplace, in other work-related areas such as school trips or extra-curricular activities.

2. Definition of Harassment on the Basis of Protected Characteristics

For purposes of this policy, "harassment on the basis of protected characteristics" is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, national origin, age, sex, sexual orientation, marital status, veteran status, or disability, and that:

- 2.1 Has the purpose or effect of creating an intimidating, hostile, or offensive work environment;

- 2.2 Has the purpose or effect of unreasonably interfering with an individual's work performance; and
 - 2.3 Is so offensive or pervasive as to adversely affect the terms and conditions of employment of a reasonable person in the same or similar circumstances.
3. Reporting, Investigation, and Sanctions
- 3.1 It is the express policy of the District to encourage victims of harassment on the basis of protected characteristics to report such claims. This may be done through the employee grievance resolution procedure or by reporting such matters to the principal, assistant superintendents, or the superintendent.
 - 3.1.1 Employees who feel that their superiors or co-workers are subjecting them to harassment on the basis of protected characteristics should report these conditions to the appropriate administrator. If the employee's direct supervisor is the offending person, the report shall be made to the next higher level of authority.
 - 3.1.2 Confidentiality will be maintained to the extent possible, consistent with the need to conduct an investigation and take remedial action, and no reprisals or retaliation will be allowed to occur as a result of the good-faith reporting of charges of harassment.
 - 3.2 In determining whether alleged conduct constitutes harassment, the totality of the circumstances, the nature of the conduct and the context in which the alleged conduct occurred will be investigated. The superintendent has the responsibility of investigating and resolving complaints of harassment.
 - 3.3 Any employee found to have engaged in harassment on the basis of protected characteristics shall be subject to sanctions, including, but not limited to, warning or reprimand, suspension, or termination/discharge, subject to applicable procedural requirements.
4. If any employee has a complaint or allegation of any form of harassment, not within the definition contained here, the employee will bring such concerns to the employee's immediate supervisor as soon as possible. If the immediate supervisor is the cause of the complaint or allegation, the employee may choose to inform the next level supervisor instead. The parties support the Code of Conduct and Code of Ethics applicable to all employees as contained in law and Board policy. Investigations may be conducted by the District into any allegations of harassment. Any employee found to have made knowingly false allegations may be subject to disciplinary action.

ARTICLE 28: REPORTING VIOLATIONS OF LAW

The Roswell Board of Education, District, bargaining unit employees, and the Roswell Education Association agree to the following:

- 1. To observe and abide by all federal and state laws to which both are subject;
 - 2. That all employees shall observe and abide by all federal and state laws in the discharge of their duties;
- and

3. That apparent violations of law in the District's operations shall be investigated and corrected when found to exist. In keeping with the foregoing, employees are responsible for reporting apparent violations of law of which they have knowledge for investigation when such violations are committed in the discharge of duties on behalf of the District according to the following:
4. REPORTING APPARENT VIOLATIONS OF LAW
 - 4.1 Any employee who obtains knowledge of facts that reasonably lead such employee to a good faith belief that any other employee or official of the District is violating any state or federal law in the discharge of his or her duties, shall, within ten (10) working days of learning such facts, report such facts in writing to the Superintendent or designee.
 - 4.2 In the event that the employee reasonably believes the Superintendent is committing the apparent violation, or that the Superintendent is aware of and complicit in the apparent violation, the employee's written report shall be submitted to the President of the Board of Education.
 - 4.3 The confidentiality of reports submitted pursuant to this section shall be maintained, subject to the requirements of investigation.
5. INVESTIGATION OF REPORTS
 - 5.1 Reports submitted by employees pursuant to Section 4 above shall be promptly investigated by the Superintendent, or his or her designee, or, in cases in which such reports are submitted to the President of the Board, by the Board or its designee.
 - 5.2 In any investigation conducted under this article, the Superintendent or Board may engage the assistance of District legal counselor other outside investigators to assist in or conduct such investigations.
 - 5.3 Investigations of reports submitted by employees pursuant to Section 4 above shall be conducted as confidentially as possible, consistent with an effective investigation. The confidentiality of such investigatory files shall be maintained.
 - 5.4 A separate investigatory file shall be maintained for each investigation of reports submitted pursuant to Section 4 above and interim memoranda, investigatory notes, and documents pertinent to the investigation shall be kept in such file.
6. DISPOSITION OF REPORT
 - 6.1 Within twenty (20) working days of receiving a written report submitted under Section 4 above, the Superintendent or designee shall issue a written disposition stating the results or status of the investigation of the reported violation. The written disposition shall be kept in the investigatory file together with the materials previously filed.
 - 6.2 A copy of a written disposition shall be provided to the employee who submitted the initiating report.
7. NONRETALIATION
 - 7.1 No employee who has in good faith submitted a report of an apparent violation pursuant to Section 4 above shall be subject to retaliation of any kind by another employee or administrator of the District.

- 7.2 Any employee who believes he or she is being subjected to retaliation in violation of the terms of this article should make such retaliation the subject of a grievance under the Negotiated Agreement grievance procedure.
- 7.3 Anyone who subjects another employee to retaliatory conduct as described in this Article shall be subject to discipline.
- 7.4 Anyone who is found to have submitted a report of an apparent violation of law pursuant to this article in bad faith shall be subject to discipline.

ARTICLE 29: CONTRACT IMPLEMENTATION COMMITTEE

A committee shall be convened with two (2) Representatives from the District and two (2) representatives of the REA. The purpose of such committee is to address contract implementation issues. The committee will meet at least once each month and more often if needed, to discuss current or emerging issues. The committee will determine appropriate process or solutions as promptly as possible. The CIC will meet the last Thursday of each month at 3:30 P.M. or as mutually agreed. The CIC will report to the Negotiating Team as soon as possible after each CIC meeting. (e.g. e-mail, phone calls, etc.)

ARTICLE 30: EFFECT OF THE AGREEMENT

1. The parties agree that all included items have been discussed during the negotiation and that this contract constitutes agreement between the Board of Education and the Association. This agreement supersedes any prior agreement. Nothing in this agreement shall be construed to prohibit the school district from exercising its management rights and prerogatives except those expressly waived by this agreement.
2. Further negotiations during the terms of this agreement may occur for a successor agreement or by mutual consent. During the term of this agreement, the agreement may only be altered through the voluntary written consent of the parties.
3. It is also understood that if any provisions of this agreement or application thereof shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions of this agreement shall continue in full force and effect.
4. The District agrees to distribute copies of the agreement. The parties agree to share equally any cost of the printing.

ARTICLE 31: TERM OF AGREEMENT

1. This Agreement shall become effective upon ratification and signature of the parties or resolution of impasse, whichever is later, and will continue in effect until 11:59 p.m., June 30, 2021. No later than March 15th and no earlier than February 1 of each year of the Agreement, either side may reopen

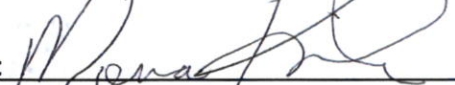
negotiations by written notice to the other party. In the event this option is exercised, the negotiations will be limited to pay and benefits and one (1) noneconomic issue for each side and any other issues that are mutually agreed upon. There shall be no other negotiations during the term of this Agreement without the mutual written agreement of the parties.

2. No later than March 15, 2021, and no earlier than February 1, 2021, either party may notify the other party in writing of its desire to negotiate a successor agreement. Should the parties fail to reach and ratify a replacement agreement by 11:59 p.m., June 30, 2021, the provisions of the Agreement shall continue to apply until agreement and ratification occur.
3. Except as modified by these agreements, all provisions of the Agreements between the parties shall continue in full force and effect until modified by a successor agreement.
4. In witness, whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective spokesperson, and their signatures placed hereon, all on the _____ day of _____, 2017.

AGREEMENT SIGNATURES:

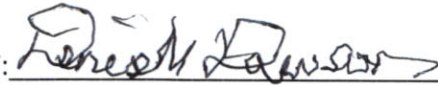
This Agreement was made and entered into in Roswell, New Mexico between the Roswell Independent School District Board of Education and the Roswell Education Association.

Roswell Independent School District

BY: 

President, RISD Board of Education

Roswell Education Association

BY: 

President, REA

BY: 

Superintendent, RISD

BY: 

State NEA-NM Representative