

*Collective Bargaining Agreement*

*Between*

*Dulce Independent School District*

*And*

*Dulce Federation of United School  
Employees*

*Effective 11-29, 2016  
through June 30, 2017*



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**ARTICLE 1  
INTRODUCTION**

This Agreement was entered into by the Dulce Independent School District (the District) and the Dulce Federation of United School Employees (the Federation) on \_\_\_\_\_, in Dulce, New Mexico.

**ARTICLE 2  
RECOGNITION**

The District hereby recognizes the Federation as the exclusive representative for all regular certified employees (teachers), as recognized/certified by the District Labor Management Relations Board on January 19, 2005. The exclusive representation rights do not apply to supervisory, managerial, confidential, substitute employees, and non-certified employees.

The specific positions by title that make up the bargaining unit will be identified by the parties and included as an Appendix.

**ARTICLE 3  
DEFINITIONS**

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

1. "Bargaining Unit" shall mean the group of employees designated by the Dulce Labor Management Relations Board to be represented for the purposes of collective bargaining under this Agreement.
2. "Certified Employee" shall mean any person holding a valid certificate authorizing the person to teach, counsel or provide special student services in the public schools of the State of New Mexico.
3. "District" shall mean the Dulce Independent School District.
4. "Federation" shall mean the Dulce Federation of United School Employees.
5. "School Board" shall mean the Dulce Independent School District Board of Education.
6. "Teacher" shall mean an employee of this bargaining unit who is required by the Public Education Department to possess a license to teach in the State of New Mexico.
7. "Superintendent" shall mean the chief executive officer of the Dulce Independent School District.

8. "Labor Management Relations Board" shall mean the Dulce Labor Management Relations Board.
9. Use of one gender shall be interpreted as including the other gender.
10. "Employee" when used in the Agreement shall mean bargaining unit employees (teachers).
11. "Day" shall mean days that the Central Office is open for normal operation and shall not include holidays or recesses observed by the District.
12. "Professional Development" means a systemic process by which educators increase knowledge, skills, and abilities to meet professional and organizational goals that build capacity within the individual organization, and education system for the purpose of ensuring success for all students.
13. "Inservice Day" is defined as a day designated for the purpose of professional development, exclusive of student attendance/instructional day.

#### **ARTICLE 4 AGREEMENT CONTROL**

1. This Agreement has been executed and will be implemented in accordance with the Laws of the State of New Mexico and the Dulce Independent Schools Labor Management Relations Resolution and New Mexico Public Employee Bargaining Act.
2. If any District policy, regulation or directive is in conflict with any provision of this Agreement, the Agreement will control.
3. The parties, by mutual written, signed, and dated agreement, may modify this Agreement.
4. The District will not approve or implement any policy, regulation, or directive that is in conflict with this Agreement without first negotiating on the issue with the Federation.
5. It is agreed and understood by the parties that unless otherwise specifically stated herein, the provisions, conditions, and requirements of this Agreement shall be applied equally to all members of the bargaining unit.

#### **ARTICLE 5 NO DISCRIMINATION/NO RETALIATION**

1. The parties agree the District and the Federation shall not discriminate against any bargaining unit employee on the basis of race, color, religion, gender, age, national origin, marital status, sexual orientation, disability, union membership, or non-membership.

2. The parties agree the District and Federation shall not retaliate against any bargaining unit employee based on their membership or non-membership in the Federation.
3. The parties agree to abide by the requirements of the Title VII "The Civil Rights Act of 1964". This includes issues related to the appropriate Employer-Employee work environment. As required by law the employer has provided in its policies a procedure for the filing and investigation of complaints. All complaints related to this law shall be filed and processed as per District Policy GBA-R, as required by law. Such complaints shall be filed with the Superintendent. Complaints against the Superintendent are filed with the School Board. Any issue that is not resolved at the School District may be processed through the procedure provided by law.

## **ARTICLE 6 FEDERATION RIGHTS**

1. The following provisions shall be granted exclusively to the Federation;
  - 1.1 Membership or non-membership in the union is voluntary. The District recognizes the right of the Federation to charge the membership fee for members of the union.
    - 1.1.1. The District upon receipt of a properly executed voluntary authorization form signed by a bargaining unit employee will deduct from the employee's salary per pay period the amount of dues certified in writing by the Secretary-Treasurer of the Federation. Such dues deductions shall be one (1) amount for all Federation members and shall not include any penalties, assessments, or arrears payments.
    - 1.1.2. These dues shall be transmitted monthly to the Treasurer of the Federation along with a list of the eligible employees in the bargaining unit for who deductions were made.
    - 1.1.3. Employees who desire to have dues deducted or cancelled may do so by submitting appropriate written notice that is signed and dated to the Payroll Department and the Federation fourteen (14) business days prior to the beginning of the pay period for which the action is to be effective. The Federation may change the amount of dues deductions once every year from the date of the last change by sending the request to the Payroll Department. The change in dues will be reflected by the second pay period after receipt of written notification from the Federation President.
    - 1.1.4. It is understood that the District assumes no further responsibility in connection with this authorized deduction except to act as remitting agent in forwarding lists and deductions to the Treasurer of the Federation. The Federation, its membership, and individual members of the bargaining unit agree to hold the District safe and harmless of any legal action concerning the deduction of the Federation dues or failure to deduct Federation dues.
  - 1.2. The Federation President shall request that the Superintendent allowed the Federation to set up an information table at the vendor designated area to present and distribute literature at the certified employee orientation. The Federation staff shall not

disrupt the orientation session with its distribution of literature and membership recruitment efforts. The Federation may request approval from the Site Administrator to make brief announcements at the end of staff meetings.

- 1.3. Space in each building employee lounge area will be provided to the Federation for the maintenance of a Federation bulletin board for the posting of official union material only. This board shall not be used for political postings, electioneering, nor for the purpose of criticizing employees, the Federation, the administration, or the school board. The Federation will be permitted to utilize individual employee mailboxes for the dissemination of Federation notices of meetings and member benefits (e.g. insurance) provided the Federation places the material in the individual mailboxes on non-work time.
- 1.4. The Federation shall be granted nine (9) days of leave without pay per year of this agreement for the purpose of conducting Federation business. It is recognized that Federation business is not District business. Because of the cooperative partnership granted by the New Mexico Public Employee Collective Bargaining Act, the Superintendent may request the assistance of a Federation representative and may allow such assistance to occur on paid time during normal duty hours.
- 1.5. The Federation may use meeting areas in District buildings at no cost to the Federation provided advanced scheduling has been made with the Superintendent or his designee and provided such meetings do not interfere with the instructional schedule or conflict with scheduled events as determined by the Principal. If custodial services are necessary, the Federation will be billed for such services.
- 1.6. If requested and available, the District shall provide the Federation information classified as public information. This shall not be interpreted to require the District to develop new reports or analysis. The Federation President will be provided a list of bargaining unit employees' names, work sites, and positions prior to certified orientation each school year.
- 1.7. Federation officials and/or representatives who are not District employees shall have the right to visit worksites for the purpose of conducting representational business provided the visit does not interfere with the instructional-duty schedule of the certified employees involved. Prior scheduling with the worksite supervisor is necessary to ensure availability of the employee or staff needed and to ensure that no interruption of instruction occurs. The visitor will be provided a visitor's pass while in the building and shall comply with all visitor policies. In the event the representational business involves the supervisor, prior arrangements for the visit shall be made through the supervisor or the supervisor's office.
- 1.8. If requested by the Federation, a copy of the District Board of Education's Policies and Procedures and agendas, will be made available. The Federation President will be provided a copy of any proposed policies or procedures or changes thereto at the same time as provided to School Board members.

## **ARTICLE 7 MANAGEMENT RIGHTS**

The District retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Mexico, Dulce Independent Schools Labor Management Relations Resolution, and New Mexico Public Employee Bargaining Act. Such rights include but are not limited to the following:

1. to determine the mission of the District and its schools and departments;
2. to set standards at least in accordance with state mandates;
3. to exercise control and discretion over District organization and its operations;
4. to direct employees of the District while performing services for the District;
5. to hire, promote, transfer, assign, and retain employees in positions within the District; and to suspend, demote, discharge, terminate, or take other disciplinary action against employees for just cause;
6. to maintain the efficiency of the operations entrusted to the Administration;
7. to determine the methods, means, and personnel by which the District operations are to be conducted; and
8. to take whatever actions may be necessary to carry out the functions and mission of the District and maintain uninterrupted service to its students in situations of emergency.

The employer retains all rights not specifically limited by this Agreement or by the Public Employee Bargaining Act.

## **ARTICLE 8 EMPLOYEE RIGHTS**

1. It is recognized by the parties that employees have all applicable rights related to wages, hours, and working conditions guaranteed to them, under the Federal and State Constitutions, Laws, Regulations, Dulce Independent Schools Labor Management Relations Resolution, New Mexico Public Employee Bargaining Act, and this Agreement.
2. When an employee is discharged or terminated such action will be taken in accordance with applicable law. The Federation is responsible for providing the discharged employee with an explanation of the appeal rights set forth in the law and this Agreement.
3. Disciplinary actions, written reprimands, and demotions are subject to the grievance procedure. Discharges and terminations are not subject to the grievance procedure.



Discharges and terminations may be appealed according to State law. Termination and discharge for tenured teachers shall be handled in accordance with State of New Mexico Personnel Act 22-10A-24 and 22-10A-27. Termination and discharge for non-tenured teachers will be handled in accordance with State law.

4. An employee may be accompanied by a Federation representative at any disciplinary meeting which will result in formal documentation being placed in the employee's personnel files. An employee may be accompanied by another employee to any meeting with the administration initiated by the employee. A request for a Federation representative shall not delay a meeting for more than forty-eight (48) hours.
5. Any criticism of an employee or of an administrator will be made in private and not in the presence of students, parents, other District employees, or members of the public. In a grievance procedure such criticisms may become public.

## **ARTICLE 9 INGRESS AND EGRESS CONTROL**

The District and the Federation recognize the legality as well as the importance of having strict control of lawful ingress and egress at or in the buildings, facilities, or properties owned, operated, or controlled by the District. As such, the parties recognize the District's right to prohibit or limit access to District premises by bargaining unit employees or Federation representatives in accordance with District policy and this Agreement. This does not apply to employee residences.

## **ARTICLE 10 SENIORITY**

1. Seniority shall be defined as the length of continuous District service within the bargaining unit. Seniority credit shall commence with the certified employee's most recent date of hire. The total continuous time is applied to the current classification held.
2. Time spent on an unpaid leave of absence of thirty (30) days or more shall not be counted toward seniority credit. However the time spent on unpaid leave of absence shall not represent a break in service.
3. Time spent on sabbatical leave or advanced study leave granted for the purpose of gaining an additional endorsement/certification and completed shall be counted for seniority purposes and shall not break continuous service.
4. Time spent in an administrative position in the District will not be counted towards seniority unless it is for a period of one year or less. Upon return to the bargaining unit, the time spent as an administrator shall not represent a break in service.
5. The District will provide the Federation a seniority list of all employees in the bargaining

unit within thirty (30) days of the start of each school year. The list shall include the employees ranked in order of seniority and the date of hire of each employee.

## **ARTICLE 11 EMPLOYMENT PROCEDURES**

1. The District will continue to be an Equal Opportunity Employer.
2. The District will hire employees who are licensed to teach, counsel, or provide special student services, in the State of New Mexico in accordance with Public Education Department rules, regulations, and appropriate laws.
3. When a full-time vacancy exists within the bargaining unit and the District decides to fill the vacancy, the District will fill the vacancy with the best-qualified individual, as defined by the Public Education Regulations and determined by the District.
4. An employee who resigns employment from the District shall provide the District with a minimum of thirty (30) days notice of the intended resignation. In extenuating circumstances shorter resignation notices will be considered by the District.
5. The District shall develop and maintain job descriptions for all positions in the bargaining unit. Such job descriptions shall be on file in the District's Central Office. Certified employees will be provided with a copy of any amendments to their job description.

## **ARTICLE 12 LICENSES/ENDORSEMENTS**

1. The District will process all certified employee license and endorsement requirements in accordance with State Law and Public Education Department regulations, standards, and guidelines.
2. If the District requires additional licenses/endorsements for employees, the requirements shall be based primarily on the instructional needs of the students. The following conditions will apply:
  - 2.1. Subject to the Public Education Department's Training and Experience regulations and guidelines, the District shall grant salary schedule credit to employees who complete course work and workshops required for an additional license/endorsement beginning at the next pay period after official verification, if such verification occurs prior to October 1.
  - 2.2. Subject to the recommendations of the Principal and the Superintendent, and the approval by the Board of Education, an employee shall be permitted to complete in service or internship requirements for an advanced degree program provided the required activities do not interfere with the employee's duties or responsibilities.

**ARTICLE 13**  
**WORK YEAR/ WORK DAY**

1. The work year of bargaining unit employees will be determined by the School Board in compliance with state law. See Appendix A
2. The Superintendent of Schools shall establish working hours as required by workload and the efficient management of personnel resources. The normal workday will be 7:30 am to 3:30 pm and shall consist of 7 and 1/2 hours (7.5) plus a thirty (30) minute duty free lunch period. Each teacher shall have a daily continuous, uninterrupted, duty free lunch period of thirty (30) minutes in length, scheduled by the Principal/Supervisor, and may be taken on or off school premises. The normal workday shall consist of 7.5 hours plus a thirty (30) minute duty-free lunch period. The normal work hours will be 7:30 am - 3:30 pm.
3. Dulce Elementary School will make a reasonable effort to provide the certified staff a one-class period prep time during the respective teachers' Jicarilla Language and Culture time. It is understood by the parties that "Specials"\* time is instructional time. (\*P.E., Art, and Library)
4. Teachers shall not leave the worksite during the duty day without prior approval of their principal/site supervisor. Except for duty free lunch periods.
5. Employees understand the need for meetings as part of the employees' professional duties and obligations and recognize that employees are required to attend these meetings, such as, but not limited to, PED priority schools, EPSS plan activities, and professional development. In addition, employees may be required to attend meetings and/or events that are extra-curricular/outside of school hours, such as, but not limited to, class sponsorship, open houses, grade level meetings, parent nights, prom, and graduation. This does not include sporting events. Prior notification of forty-eight (48) hours will be provided on staff development, in-services, assemblies and staff meetings except in the case of an emergency. If the Officers of the Federation believe that the language in this section is being over-utilized by any of the Administrators, the President of the Federation shall schedule a meeting with the Superintendent to discuss her/his concerns. Should the President of the Federation feel his/her concerns were not addressed by the Superintendent at the scheduled meeting, he/she may file a grievance no later than ten (10) days following the meeting with the Superintendent.
6. Volunteers will be sought to sponsor clubs, classes, etc. If no employee volunteers, the District reserves the right to assign an employee and will assign such sponsorship to an employee who does not have a sponsorship at the time of assignment.

**ARTICLE 14**  
**SCHOOL CALENDAR COMMITTEE**

1. The District shall convene a school calendar committee each year which will be comprised of administrators, DFUSE licensed and non-certified personnel, Jicarilla Apache Nation representatives, community members, and students. Volunteers for each school site/department will be sought. The Federation will be represented from each school site. If more than one (1) person volunteers from a school site/department, one (1) individual will be selected by a random drawing attended by both the site administrator and a Federation Representative.
2. The committee shall:
  - a) Solicit input from all parties via committee representatives;
  - b) Solicit input from the District staff, students, their families and community members;
  - c) Schedule the number of instructional, pre-service and in-service days as recommended by the District and directed by the School Board;
  - d) Prepare two (2) calendars;
  - e) Submit the calendars to a preference vote by all District employees; and
  - f) Present the vote results to the Superintendent and Board at the March Board meeting.
3. The Dulce Board of Education shall take final action on the calendar. However, if the Board does not approve the calendar, it will be sent back to the committee with suggestions for revision.
4. Timelines to complete the calendar:
  1. January (Organizational Meeting)
    - a. Elect Chair and Secretary
    - b. Take minutes at each meeting and post meeting notes at Central Office and School sites for staff/public review.
    - c. Set meeting dates.
    - d. Acquaint the committee with the State regulations and Board policy concerning the school calendar.
    - e. Look at what is best for Dulce Independent School's students
    - f. Develop timelines of activities.
  2. February
    - a. Survey and study calendars in the past and look at new ways to best serve our students.
    - b. Develop two (2) calendars.
    - c. Follow all State regulations, board policies, and laws in developing the calendar.
  3. March: Send the recommended calendars to the Superintendent and Board of Education with vote results.
4. When the District 12 month calendar is finished, the Federation will receive a copy, and the calendar will be posted on the District website.

**ARTICLE 15  
CLASS SIZES/LOADS**

The District shall comply with the Public Education Department's class size/class load limits and staffing patterns as required by State Statute and shall apply for a waiver if not in compliance.

**ARTICLE 16  
ASSIGNMENTS**

1. Employees shall be provided the opportunity to provide input into the development of teaching schedules.
2. On or before the end of the school year, each employee will be provided a tentative schedule of assignment for the subsequent school year. An employee will be informed of any changes in the tentative schedule as soon as possible. Changes in teaching assignments after the commencement of the school year will be made by the District after consultation with the affected employee.
3. When possible, the District will assign employees within the scope of their licenses/endorsements. If necessary, the District may make teaching assignments beyond the scope of an employee's license/endorsement. Such assignments will be made in accordance with appropriate rules, regulations and state laws.
4. Non-instructional student supervisory duties will be assigned on a rotating basis and shall not interfere with a bargaining unit employee's thirty (30) minute duty-free lunch.
5. The District and Site Administrator will keep a list of sponsorships and the stipend attached to each. Employees interested in a sponsorship for the following school year may notify the Principal in writing by May 15<sup>th</sup> of the current school year. In the event that no one volunteers for a sponsorship, the Principal will appoint a sponsor. The appointment may be declined if the employee already has a sponsorship.
6. Whenever there is a vacancy in a coaching position that the District decides to fill, the District will post notice of the vacancy and stipend/salary for a period of not less than five (5) days. The District will fill all coaching positions with the best-qualified person, as determined by the District according to all licensure requirements. All things being equal, preference will be given to a District employee.

**ARTICLE 17  
VACANCIES AND TRANSFERS**

1. Definitions:
  - 1.1. "Vacancy" shall mean an open bargaining unit position in the District which the District has decided to fill.

- 1.2. "Transfer" shall mean a lateral move from one work site to another within the same job classification.
- 1.3. "Voluntary Transfer" shall mean a transfer initiated by the employee.
- 1.4. "Administrative Transfer" shall mean a transfer initiated by the District.
- 1.5. "Continuous Service" shall mean seniority as defined in this Agreement.

## 2. Vacancies:

- 2.1. Job vacancies for bargaining unit job classifications shall be posted in all work sites. Posting will be placed in areas frequented by employees. Each posting will be made no later than ten (10) calendar days prior to the deadline for final submission of applications for the posted position. An employee applying for a vacancy shall submit a letter of interest to the contact person listed on the vacancy notice on or before the deadline identified in the notice.
- 2.2. During the summer months, posting of vacancy notices shall be maintained at the District's Central office and on the District's website. Employees who wish to be considered for vacancies, that might occur during the summer months, will submit a request for transfer on or before the deadline date. The District shall consider these as applications for the positions identified in the transfer request.
- 2.3. Vacancy postings will contain the specific identification of the vacant position, the work site at which the vacancy exists, the position's major responsibilities, minimum license, and skills needed for the position, the name of the person to whom the application should be sent, and the deadline date for submission of applications.

Qualified in-house applicants will be considered on the basis of best-qualified applicant compared against the needs of the School District.

Interviewees should be notified of outcomes no later than ten (10) days after the decision.

## 3. Transfers-Voluntary

- 3.1. When the District announces its intent to fill a vacancy, an employee may request a voluntary transfer, by submitting a written request to the Superintendent with a copy to the Principal/Supervisor. The employee requesting a transfer shall designate the requested work site and assignment desired.
- 3.2. When a vacancy occurs, interested qualified applicants shall submit their request for consideration. Employees will be considered on the basis of the best-qualified applicant compared against the needs of the School district. All things being equal

seniority will be considered.

#### 4. Transfers-Involuntary

- 4.1. The District reserves the right to transfer an employee as it becomes necessary, such as, but not limited to, District instructional needs, lack of student interest, or state requirements. Transfers shall be determined primarily on the basis of the instructional program needs and based on what is in the best interest of student/instructional needs. The notification and reasons for the involuntary transfer shall be in writing.
- 4.2. Prior to the implementation of an administrative transfer, the District will seek a voluntary transfer, except in situations where the District has very specific skill needs related to student instruction. In these situations the Superintendent will select the individual that he/she believes is the best match for the reassignment.
- 4.3. In cases of emergency, written notice of the transfer will be given to the certified employee.
- 4.4. Employees transferred by the District to a position for which the certified employee is not licensed and/or endorsed, will be provide assistance through peer-mentor programs, training, workshops, relevant on campus course work, or in service training pursuant to a District-approved PDP developed by the employee in collaboration with his/her supervisor.

### **ARTICLE 18 SPECIAL EDUCATION**

1. The assigning of identified special education students in general education classrooms shall be in accordance with all Federal laws, State laws, and the New Mexico administrative code.
2. The District will make available at each school site all the necessary documents and compliance manuals pertaining to special education law and regulations for use by certified employees who are assigned special education students in a regular education setting.
3. At no time will a document be generated that identifies special education students differently than other students to be distributed indiscriminately to all staff.
4. It is the responsibility of the certified employees in conjunction with the Special Education Department to identify training, educational programs, or teaching strategies they consider crucial to their job responsibilities, performance, and safety. Requests for such training will be evaluated, prioritized, and provided as determined to be appropriate by the District.

**ARTICLE 19  
ACADEMIC FREEDOM**

1. The Parties believe that academic freedom is essential to the fulfillment of the purpose of the Dulce Independent School District.
2. All students shall be provided an unbiased, complete study and examination of all academic issues consistent with the curricular and instructional competency requirements of the Public Education Department and the District Board of Education.
3. Students are entitled to the grade they earn. Certified teachers will assign these grades. If a grade must be changed it will be done by the teacher of record. In special circumstances where grades cannot be verified by the instructor of record because of his/her absence, the building administrator has the responsibility to assign the grade.
4. When a concern has been identified with regard to an employee's approach to the delivery of curriculum, he/she shall meet with the Principal/designee. The purpose of the meeting will be to discuss the Principal's objections and attempt to reach agreement on the approach to delivery of curriculum. Upon mutual agreement the concern has been resolved, the teacher may resume his/her approach. Should an agreement not be reached, the teacher will follow the written direction(s) of the Principal/designee

**ARTICLE 20  
COMMITTEES**

Any committee dealing with pay, benefits, and terms and conditions of employment for bargaining unit employees, will have bargaining unit representation. Any position representing bargaining unit employees will be filled by an individual selected by the President of the Federation. Minutes will be made available to all committee members.

**ARTICLE 21  
FACILITIES**

1. Providing classroom space, school supplies and equipment will continue to be a priority of the District. Certified staff will not purchase supplies or equipment without prior written authorization from their Principal/Supervisor. In addition, certified staff will not be required to utilize personal funds for supplies and equipment.
2. District phones are for school business. District phones and personal cell phones are not to be used for regular personal business during instructional time.
3. When a certified employee is required by the District to move to a different classroom, the employee may request assistance to facilitate the move.
4. The parties will work towards reducing classroom interruptions, including the use of the intercom during instructional time.



**ARTICLE 22  
HEALTH AND SAFETY**

1. The District will provide healthful and safe working conditions for all employees.
2. The District and Employees will continue to comply with all appropriate State and Federal health, environmental, and safety laws and regulations.
3. All hazardous or potentially hazardous conditions, including personal physical limitations, shall be reported, in writing, immediately to the employee's immediate supervisor.
4. Employees assigned or volunteering to perform potentially hazardous conditions as defined by the State or Federal Law will be provided protective clothing and equipment as required by law or the Public Education Department. Such clothing or equipment shall remain property of the District.
5. An appropriate first aid kit shall be available at all buildings. CPR and First Aid Training shall be made available each year.
6. The District may require training for proper restraint and crisis management as deemed necessary.

**ARTICLE 23  
GENERAL/SICK LEAVE**

1. General/Sick leave may be granted for an employee's personal illness or injury, or for illness or injury of an employee's spouse, son, daughter, or parent. General/sick leave may be granted for the birth of a son or daughter and to care for a newborn child. General leave will not be granted on the last work day prior to or the first work day following a holiday/school closure, or on an in-service day, or during the first two weeks and the last two weeks of the school year except in extenuating circumstances, as approved by the Superintendent, or designee.
2. General Leave for medical appointments will be requested and scheduled directly with the employee's immediate supervisor. Scheduling of such leave must be done five (5) days prior to day desired. Abuse, misuse, or patterns of sick leave usage will result in the non-payment for the time taken and the employee will be subject to disciplinary action.
3. General Leave will accrue at the rate of .55 of one day per pay period for the first twenty (20) pay periods worked per year except for the 210 day employees who will accrue for twenty-two (22) pay periods. General/Sick Leave days may be taken in one hour increments when mutually agreed by the employee and his/her immediate supervisor.

4. Bargaining unit employees may accumulate and carry-over no more than eighty (80) days of general/sick leave into a future contract year. Accumulated general leave shall not be reduced or lost by the employee during officially approved leaves of absence, or while on temporary disability. All accumulated general leave is forfeited upon severance of employment with the School District.
5. Bargaining unit employees may not utilize or accrue general/sick leave during periods that the employee is receiving worker's compensation benefits.
6. At any time when qualified substitutes are not available to cover classes affected by the absences, classes will be combined in order to limit the negative impact on the affected students.
7. As in the past, there will be times when absences would seriously impact the delivery of services and the employee's supervisors may not approve any paid leave. In such situation medical leave without pay may be approved.
8. It is recognized by the parties that the success and continuation of this approach to paid leave will be directly related to the impact that it has on the students of this District.

**ARTICLE 24  
LEAVES: PROFESSIONAL**

Employees, with prior approval from the Superintendent and budgeted funding, may be allowed to attend meetings, workshops, training and conferences directly related to the employees' professional discipline and District EPSS.

**ARTICLE 25  
SABBATICAL**

Sabbatical leave may be granted to certified employees subject to available funds and the approval of the School Board of Education as per the policies of the Public Education Department and the New Mexico Statute, Section 22-10A-35, or as amended.

**ARTICLE 26  
FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)**

The District will continue to comply with the Family and Medical Leave Act of 1993 (FMLA), and amendments thereof.

**ARTICLE 27  
LEAVES: MILITARY**

An employee who is a member of an organized unit of the United States Reserves or the New Mexico National Guard will be given leave in accordance with the State and Federal laws.

**ARTICLE 28  
JURY DUTY AND COURT APPEARANCES**

1. Leave with pay shall be granted to an employee called to serve on jury duty. The employee shall be permitted to retain any travel or meal reimbursement received from the court. All other jury compensation shall be signed over to the school district.
2. Leave without pay will be granted to a certified employee to appear in court to assert or protect the employee's own interest.
3. Leave with pay will be granted a certified employee when absence from duty is required by a lawful subpoena to testify, in court or an administrative hearing on a job related issue, on behalf of the District. Leave granted under this section will not be deducted from the employee's accumulated leave.
4. Employees must notify their immediate Supervisor upon receiving notification of selection for Jury Duty Pool, Jury Duty, or Court Appearances.

**ARTICLE 29  
POLITICAL LEAVE**

1. Upon request to the Board, an employee may be granted a political leave without pay to campaign for his/her own election or to serve in public office.
2. This leave may be extended by the Board, but only with the express condition that there is no guarantee for return to employment.

**ARTICLE 30  
LEGISLATIVE/PUBLIC SERVICE LEAVE**

1. Employees appointed or elected to non-full time government offices such as boards or commissions may be granted leave without pay to attend meetings required of the elected position, subject to the recommendations of the Superintendent and the approval of the Board.
2. Employees elected to the New Mexico Legislature will be granted leave without pay for the period of time that the legislature is in session.

**ARTICLE 31  
ASSAULT AND BATTERY/STAFF PROTECTION**

The School Board Policy GBGB-R on Assault and Battery will apply to bargaining unit employees. The Federation President will be notified of any contemplated changes to the policy. The Federation may request, in writing, within seven (7) calendar days of notification of the contemplated change, to negotiate the changes. Such request will not be denied.

**ARTICLE 32  
TEACHER EVALUATION**

1. The primary purpose of certified employee evaluation will be the improvement of instructional behavior and performance related to the delivery of quality education to the students.
2. Certified employees will be evaluated by the Principal or a certified administrative employee trained in evaluation procedures and techniques, as assigned by the Superintendent.
3. Teachers will be evaluated in accordance with Board Policy and Public Education Department Regulations.
4. The District Evaluation cycle shall be made available, at each school site, to the members of the bargaining unit.
5. Employees will be given a copy of their written evaluation, and/or status report, and will be given the opportunity to review the evaluation with their supervisor prior to its submission to the personnel file. The employee shall sign and date the evaluation, the PDP (Professional Development Plan), PDP Reflection, and/or status report indicating acknowledgment that the employee has read and understood the evaluation. The employee will be afforded the opportunity to respond to the evaluation in writing within five (5) workdays and have such response attached to the evaluation form.
6. If deficient performance on the part of a certified employee is identified during the school year, the certified employee may be evaluated at any time. The PGP (Professional Growth Plan) will reflect remedial action needed to meet performance standards set by the New Mexico State Teacher competencies according to licensure level and standards set by the District with timelines for correction, mentoring assistance, and the providing of any additional training of behavioral issues and/or identified deficiencies as applicable.
7. Complaints which are investigated and found to have merit, may be brought to the attention of the teacher against whom the complaint has been made. If the supervisor intends to use said complaint as part of the employee's evaluation, the teacher can respond in writing within five (5) days to the complaint and the response shall be attached to the evaluation.

8. Any modifications to the Teacher Evaluation Plan will be made in accordance with the Public Education Department regulations and a copy given to the employee.
9. The certified employee will be given at least five (5) workdays' notice prior to the formal evaluation observation, or as agreed to between the site administrator and the affected employee.
10. The supervisor will meet with an employee within five (5) workdays of completion of the formal evaluation and related documents. A document will not be attached to the evaluation if the employee was unaware of the document prior to the final evaluation.
11. Teachers will be evaluated whenever there is a concern regarding performance.
12. The District Evaluation cycle shall be in accordance with the New Mexico Public Education Department Regulations.
13. All formal scheduled observation(s) of teacher work performance will be conducted openly and with full knowledge of the teacher, and shall be documented and signed by the evaluator and the teacher.
14. Prior to a scheduled formal observation, a teacher may request the evaluator return at another time. If the request is not honored, the teacher may submit a written statement within two (2) workdays which shall be attached to the evaluation form.
15. All teachers shall be observed at least once during the evaluation cycle.

### **ARTICLE 33 EMPLOYEE INVESTIGATIONS**

1. The District reserves the right to investigate all allegations of employee misconduct. Employees are required to cooperate in an investigation. Failure to cooperate may be considered insubordination, unless the employee has been denied the opportunity to have a representative present.
2. Once an employee has been given notice that he/she is the target of an investigation the employee may be placed on paid administrative leave of absence during the investigation.
3. During an employee investigation for misconduct, no documentation related to the matter under investigation will be placed in the employee's personnel file until the investigation has been completed. If the investigation does not establish cause for discipline the documentation placed in the employees personnel file will reflect such determination.
4. Upon completion of the investigation but prior to the filing of charges against an employee, the employee will be provided the opportunity to respond to the charges. Following the employees opportunity to respond to the charges, the employee will receive a written

notification from the Superintendent or his/her designee of the findings including any disciplinary action recommended or proposed to be taken by the District.

5. If an accused employee requests Federation representation at any stage of the investigation, such request will be honored, provided that the representative will be any available local Federation officer or representative that can be available without prior notice or delay of the investigation. Should the Local Federation President deem it necessary the investigation may be delayed no more than 24 hours to provide for state Federation representation. Such request for delay should be presented to the Superintendent in writing. The representative shall not interfere with the investigation.
6. The Federation officer will be excused from any duty for this meeting without notice. An investigatory meeting in which the employee receives at least twenty-four (24) hours notice may be delayed no more than twenty-four (24) hours from the time of the scheduled meeting based on the non-availability of a requested Union Representative.
7. An investigation will be conducted expeditiously, determined on a case-by-case basis. An employee will be informed of the status of an investigation, upon written request filed by the employee with the Superintendent, if the investigation has continued for greater than thirty (30) calendar days.
8. An employee may request a re-entry meeting with the supervisor upon return to work from administrative leave under this Article. The employee will have the right to have Federation representative accompany the employee in this meeting.

#### **ARTICLE 34 PROGRESSIVE DISCIPLINE**

Disciplinary actions may include verbal warning, written reprimand, suspension without pay, demotion, discharge, or termination. It is recognized that progressive discipline will be implemented at the appropriate level based on the employee's total record, the severity, and the frequency of the infraction. All disciplinary action will be based on just cause. Disciplinary action taken against an employee (with the exception of verbal warning, discharge, and termination), may be grieved pursuant to the Grievance Procedure contained in this Agreement, however, written reprimands may only be grieved through Level Two. Termination and discharge for tenured teachers shall be handled in accordance with the State of New Mexico Personnel Act Sections 22-10A-24 and 22-10A-27. Discharge and Termination for non-tenured teachers shall be handled in accordance with State law.

#### **ARTICLE 35 DRESS CODE**

In order for bargaining unit employees to have the respect of the students and the community, employees must dress and conduct themselves as professionals. Employee dress should present a professional appearance and demeanor.

Clothing should be clean, without holes or frayed areas, and not revealing. Flip flops are not allowed. Clothing with inappropriate graphics/sayings, sweatpants, short jogging suits, shorts, spandex, other form fitting clothing, and miniskirts are inappropriate as are dresses/tops with spaghetti straps, unless covered at all times. Skirts and dresses shall be worn approximately knee length or longer. Hats should not be worn in buildings unless they are religious apparel consistent with the employee's religious beliefs. All visible body piercing(s), except for ears are not acceptable. Inappropriate tattoos shall not be visible. Ecchymosis on visible body areas such as neck, face, or shoulders is not acceptable.

Exceptions to these standards are recognized for physical education, vocational teachers, and other classifications when necessary to implement the District's curriculum or to appropriately fulfill the employee's job assignment, as determined by the District. Other exceptions may be made with the approval of the building Principal for situations such as school spirit days, inclement weather, field trips, field days, community clean up, and days when the students are not in attendance.

Violations of this Article should be brought to the attention of the employee by the employee's supervisor for correction and appropriate disciplinary action taken for continued violations.

## **ARTICLE 36 GRIEVANCE PROCEDURE**

### **PURPOSE**

1. The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, resolutions to issues that arise and are subject to review under this procedure. By mutual agreement electronic recording of any meeting or hearing, regarding this process, may take place.

### **2. DEFINITIONS**

- 2.1. A "grievance" shall be defined as an allegation by either party to this Agreement that the other has violated one or more expressed provisions of this Agreement. The allegation shall cover a disciplinary action taken by management, under this agreement, involving a written reprimand or suspension not based on just cause. Actions involving discharge or termination are grievable pursuant to State laws.
- 2.2. A "grievant" shall be a certified employee, group of certified employees, the Federation, or the School District.
- 2.3. A "party in interest" shall mean any witness at a grievance hearing, a person against whom the grievance is filed, or a person who may be impacted as a result of any action taken to resolve a grievance.
- 2.4. "Days" shall mean days that the Central Office is open for normal operation and shall not include holidays or recesses observed by the District.

- 2.5 A written grievance must be submitted on the grievance form, attached as Appendix B, signed and dated by the grievant and if applicable, the Federation representative.

### 3. PROCEDURES

- 3.1. An employee will, upon request, be accompanied or represented by a Federation representative at any level of the grievance procedure.
- 3.2. The number of days indicated at each level of this procedure shall be considered maximum, and every effort shall be made to expedite the process.
- 3.3. If the respondent fails to comply with the time limit requirements as set forth under any of the procedure's levels, the grievance shall be considered automatically appealed to the next level of the procedure.
- 3.4. If the grievant fails to comply with the grievance's time limit requirements as set forth under any of the procedures, the grievance shall be considered null and void.
- 3.5. The time limits set forth herein may be extended provided the extension has been mutually agreed upon by the parties, in writing.
- 3.6. Both parties may be represented at any hearing or meeting conducted under this procedure.
- 3.7. No reprisal or retaliation by any party to the grievance shall be taken against either a grievant or a party in interest, including witnesses, as a result of participation in this grievance process.
- 3.8. An employee, acting individually, may present a grievance without the intervention of the Federation provided the grievance has been processed in accordance with this procedure. In this case, the employee, not the Federation, assumes full financial responsibility for the processing of the grievance. At any hearing of a grievance brought individually by an employee, the Federation, as a party to this Agreement, will be afforded the opportunity to be present and present its views. Any adjustment shall be consistent with the provisions of this Agreement.
- 3.9. If a grievance affects a group of two (2) or more employees or involves an action or a decision by the District which has a system wide impact, the Federation may submit the grievance on behalf of the affected employees.
- 3.10. A grievance filed by the District shall be filed in writing with the Local Federation President.
- 3.11. The parties shall cooperate in any investigation which may be necessary in order to expedite the grievance procedure and process and the parties will share relevant



documents, facts, or records as specifically requested.

- 3.12. All documents related to a grievance shall be maintained in a separate section of the Personnel file at the District Central Office. This information will be available only to the supervisory and management staff and the District's representative. The grievant and his/her representative shall also have access to the documents in the file.
- 3.13. All grievances shall be processed in accordance with this Agreement. This is the only grievance procedure available to the parties covered by this Agreement.
- 3.14. Unless otherwise agreed to by the parties, the hearing of the grievance shall be conducted before or after the grievant's workday.
- 3.15. All grievances shall be filed and processed on grievance forms attached hereto as Appendix B.
4. Grievance proceedings shall be kept confidential.
5. **INFORMAL LEVEL:** It is encouraged, but not required, that prior to the filing of a formal written grievance, the grievant first discuss the grievance with his/her Principal/Director in a good faith attempt to resolve the grievance.
6. **FORMAL GRIEVANCE:** The grievance shall be in writing and shall include:
  - a. The date the grievable action occurred
  - b. The specific language of the CBA violated
  - c. A brief description of the action being grieved
  - d. The specific relief requested – "to be made whole" without explanation is not an acceptable request for relief
  - e. The name of the employee and supervisor involved
  - f. The signature of the employee and his/her representative; and
  - g. The date the written grievance was delivered to the Superintendent.
7. **LEVEL ONE:** Within ten (10) days of the date of the commission or omission of the action that generated the grievance, the grievance shall be filed in writing with the Superintendent. Within ten (10) days of the filing of the grievance, the grievant and his/her representative and the Superintendent or designee will meet at a mutually agreed upon time and place for the purpose of attempting to resolve the grievance. For this meeting, the Superintendent shall designate an Administrator other than the Level One Supervisor to meet with the grievant in his/her absence. If the grievance is resolved the settlement will be reduced to writing and provided to both parties. If the grievance is not resolved or the parties are unable to meet within the ten (10) day time frame and an extension has not been mutually agreed to, the grievant may appeal the grievance to Level 2.

**LEVEL TWO:** If the issue is not resolved at Level One for whatever reason the grievance

may be advanced to arbitration by providing written notice to the Superintendent within twenty (20) days of the initial date of filing of the grievance.

7.1 The grieving parties shall request and unrestricted list of seven (7) Arbitrators from the Federal Mediation and Conciliation Service (FMCS) within five (5) days of the filing of the Superintendent's written notice to advance to Arbitration. Within five (5) days of receipt of the list of Arbitrators from the FMCS, the parties shall meet and select the Arbitrator. The selection of the Arbitrator shall be accomplished by the parties alternately striking names until only one Arbitrator is left. The remaining Arbitrator is the Arbitrator selected. The grieving party shall strike the first name.

7.2 The Arbitrator shall hear the grievance and render a final and binding decision based on the evidence presented at the hearing. The Arbitrator may request or allow post-hearing briefs. Each party is responsible for the cost of its representative and witnesses. The parties will split the cost of the Arbitrator's expenses.

7.3 It is recognized by the parties that in the case of the individual employee pursuing the settlement of a grievance on his own, or without consent of the Federation, the employee will be responsible for the ½ the costs by his/her own means and may be required by the arbitrator to provide full or partial payment in advance.

#### **ARTICLE 37 PERSONNEL FILE**

1. The District shall maintain an official personnel file for each employee. The file shall be maintained in the District's Central Office and information in the file shall be confidential in accordance with applicable laws.
2. An employee shall be permitted to review material contained in the employee's file. An employee wishing to access his/her personnel file shall provide 24 hours advance notice. The District shall remove all pre-employment material from the file prior to providing the file to the employee for review.
3. The District will honor reasonable requests by the employee or designated representative(s) for a copy of an accessible document in the file. The representative shall have access to the employee's file only after providing written authorization from the employee. Employees will be provided one (1) full copy of the official personnel file at no cost. Employees requesting more than (1) one copy shall be charged twenty-five cents (\$0.25) per page in accordance with District policy.
4. An employee may be accompanied by a designated representative(s) while reviewing the file. The employee may also assign the sole responsibility for reviewing the file to the designated representative(s) provided the certified employee authorization is in writing. A District Central Office employee must be present at the time the file is reviewed.
5. Except for routine file maintenance material, the District shall provide an employee a copy of any document prior to the placement of the document in the file. The employee shall acknowledge having seen and received a copy of the document by affixing the employee's

signature and date to the document. Signature acknowledges receipt not necessarily agreement with the document.

7. Supervisors may maintain a separate working personnel file for each employee at the work site.

### **ARTICLE 38 REDUCTION IN FORCE**

1. It is the District's right to reduce its workforce and, if necessary, layoff employees as a result of a reduction in force (RIF) in the event of a financial emergency, elimination of positions, or restructuring of its instructional program based on lack of student interest or participation.
2. When the District anticipates a RIF, which might result in the transfer or layoff of an employee(s), the District will notify the Federation in writing of the anticipated RIF. The notice shall include the reasons for the RIF, the affected programs, and the expected date of the RIF. The notice will be provided at least thirty (30) calendar days prior to the anticipated implementation of a layoff.
3. Following a thirty (30) day advance notice to the Federation of the anticipated RIF, the Federation may meet with the Superintendent to discuss possible alternatives to the RIF provided the Federation requests the meeting in writing no later than seven (7) calendar days after receiving the notice of intent to RIF.
4. If the request set forth in #3. above does not resolve the problem, the District will notify the Federation and the affected employee(s). The list of affected employees should include the employees with the least seniority District wide in the endorsement area affected by the RIF. The seniority definition set forth in Section 10 of this Agreement shall be used. In lieu of a fifteen (15) day advance notice to employees the District may provide fifteen (15) days administrative leave with pay.
5. **LAY OFF:**  
The employee(s) will have recall rights for one (1) year. The District shall offer any bargaining unit position vacancy for which the employee(s) is licensed/endorsed to the laid off employee(s). Employees on an eligible recall list shall be recalled in seniority order, and shall be entitled to all seniority rights, (i.e., last laid off, first recalled). The employee shall maintain a correct current address and phone number with the District. Failure to provide this information will disqualify the employee(s) for recall rights under this Agreement. If the employee is not recalled to employment within the one (1) year recall period, the District obligation to provide any employment rights to the employee(s) shall be terminated.
  - 5.1 Upon request of the employee(s), the laid-off employee(s) will be placed on the District's approved substitute rolls.

**ARTICLE 39  
DRUG-FREE WORKPLACE**

1. The unlawful possession, dispensing, distribution, manufacture, sale or use of alcohol and/or illicit substances on school premises or any school sponsored activities is prohibited.
2. Employees who dispense or are responsible for controlled substances (drugs) and/or employees who are authorized to drive school-owned vehicles to transport students or employees on school-related activities shall be subject to random drug and alcohol testing. All other employees are subject to reasonable suspicion testing and/or post-accident testing.

**ARTICLE 40  
PURCHASE ORDERS**

Bargaining unit employees will be provided a copy of the District's procedures for processing purchase orders. Bargaining unit employees are required to follow these procedures in the purchase of any material for the District.

**ARTICLE 41  
USE OF VEHICLE**

An employee is encouraged to use the vehicles in the District auto pool for District business use only. Employees will not be required to use their personal vehicle during the employee's workday. If a school vehicle is not available and the employee uses his personal vehicle for business he will be compensated as per State Law. The employee must maintain good records. Fraud may subject the employee to termination.

1. The District, where use of private or commercial transportation is necessary, will pay travel costs in connection with approved bona fide District activities. This is subject to the prior approval of the Superintendent or designee.
2. If district-owned transportation is available, transportation costs for personal vehicles will not be paid.
3. Per diem compensation will be paid to employees to attend or participate in activities outside the normal work location. However, prior approval, using District forms, is required before such compensation can be paid.
4. Any actual expense authorization will require actual expenditure receipts and prior administrative approval before compensation can be paid.

**ARTICLE 42  
PRIVATIZATION**

It is recognized by the parties that it is the right and responsibility of the School Board to determine what is in the best interest of the students, what services will be delivered, and by what method and/or source those services will be provided. Should the District decide to contract out work that would lay off bargaining unit employees, the District will provide at least forty-five (45) days prior notice to the Federation and the Federation will be provided the opportunity to present alternatives to the Superintendent.

**ARTICLE 43  
ADMINISTRATIVE CHANGES**

It is recognized by the parties that the Superintendent is responsible for the operation of the school district. The District will continue to make changes that it believes are in the best interest of the students. If the Federation believes that any change implemented by the District has created a mandatory subject of bargaining, it is the Federation's option to initiate negotiations or pursue other remedies. Nothing in this agreement shall abridge the rights of management or the school board to make any change to policies, procedures, professional, or instructional matters as long as such changes do not violate this agreement.

**ARTICLE 44  
INSURANCE**

1. Each employee will be eligible for the benefits set forth in this section as per the conditions set by the New Mexico Public Schools Insurance Authority (NMPSIA). Upon employment by the District, an employee shall be provided an explanation of the benefits provided by the district.
2. An employee's premium co-payment for insurance set forth below shall be deducted from the employee's paycheck for 24 (twenty-four) pay periods in equal installments.
3. The District offers the approved New Mexico Public School Insurance Authority (NMPSIA) benefits. The District will continue to offer life insurance offered by NMPSIA of \$50,000, unless NMPSIA lowers its insurance offered below \$50,000, in which case the District will offer the highest level offered by NMPSIA.
4. The District will continue its current premium contributions, as required by law, towards the premiums for the NMPSIA Plans currently in place.
5. The District will continue to provide employees the opportunity to invest and pay premiums through payroll deductions to voluntary tax-sheltered annuities/accounts, life insurance, deferred compensation and credit union programs sponsored by the school district, subject to the requirements set by the companies and subject to at least 25% of the bargaining unit employees participating in the plan.
6. If an employee experiences any change in marital or other personal status which necessitates the enrollment of the employee in any of the group plans identified above, the employee is permitted to enroll or withdraw from the available plan(s) in accordance with the NMPSIA requirements.

**ARTICLE 45  
SALARY**

Effective the first full pay period of the 2016-17 school year or the first full pay period following ratification by the membership, approval by the School Board, and signature by the parties, whichever occurs later, bargaining unit employees will be compensated in accordance with the salary schedule in Appendix.

**ARTICLE 46  
ADVANCEMENT ON THE SALARY SCHEDULE**

All employees shall receive appropriate credit for their experience and education. Changes in level of licensure or additional training in accordance with the "Manual of Procedures for Calculation of the Training and Experience Index" shall be honored-

**ARTICLE 47  
NEGOTIATING PROCEDURES**

1. Negotiations for a successor agreement may be initiated by either party by submitting a written notice to the opposite party requesting the commencement of negotiations. The notice shall be sent no earlier than one hundred twenty (120) calendar days and no later than the ninety (90) calendar days prior to the Agreement's expiration date or June 30<sup>th</sup> of each contract year for reopeners during a multi-year agreement.
2. Negotiations shall be conducted in closed session.
3. Additional negotiation ground rules may be negotiated by the parties.
4. During negotiations, the parties shall meet at mutually acceptable times and places for negotiations.
5. All agreements reached by the parties shall be initialed as tentative agreements. Tentative agreements shall not become effective until the entire negotiations package has been ratified by the parties.
6. If an impasse is reached, the parties agree to use the impasse procedures as outlined in the Dulce Labor Management Relations Resolution adopted August 17, 2004.

**ARTICLE 48  
COPIES**

Each party shall be provided an original copy of the Agreement. It is the responsibility of the Federation to provide a copy and explain the Agreement to members of the Bargaining Unit. It is the District's responsibility to provide a copy and explain the agreement to supervisory and managerial employees. In addition, a copy of the Agreement shall be made available on the District's website.

**ARTICLE 49  
SEVERABILITY**

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

**ARTICLE 50  
SECURITY AND SAFETY SYSTEM**

All District employees shall be required to utilize a bio-security (thumbprint) system upon arrival and departure from District buildings. The system is being implemented primarily for the purposes of safety and security of both students and employees.

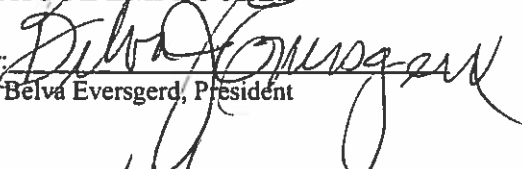
**ARTICLE 51  
DURATION**

This agreement shall become effective on the first full pay period following settlement, ratification, and signature by the parties and shall remain in effect for 12 months.

**ARTICLE 52  
SIGNATURES**

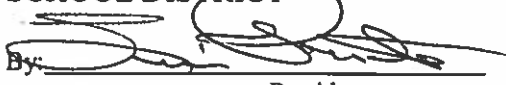
IN WITNESS WHEREOF, the parties hereto affix the signatures of their respective officers and representatives

DULCE FEDERATION OF UNITED  
SCHOOL EMPLOYEES

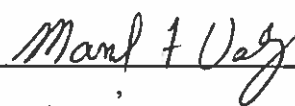
By:   
Belva Eversgerd, President

Date: 12/12/16

DULCE INDEPENDENT  
SCHOOL DISTRICT

By:   
, President  
Board of Education

Date: 12/29/16

By:   
Superintendent

Date: 11-29-2016