

*Collective Bargaining Agreement*

*Between*

*Dulce Independent School District*

*And*

*Dulce Federation of United School  
Employees*

**EDUCATIONAL ASSISTANTS**

*Effective through June 30,*

**2023**

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**ARTICLE 1  
INTRODUCTION**

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

**ARTICLE 2  
RECOGNITION**

The District hereby recognizes the Federation as the exclusive representative for all Educational Assistants. The exclusive representation rights do not apply to supervisory, managerial, certified (teachers), confidential employees, substitute employees, and non certified employees.

**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 (Educational Assistants) designated by the Dulce Labor Management Relations Board to be represented for the purposes of collective bargaining under this Agreement.
2. "District" shall mean the Dulce Independent School District.
3. "Federation" shall mean the Dulce Federation of United School Employees.
4. "School Board" shall mean the Dulce Independent School District Board of Education.
5. "Educational Assistant" shall mean an employee of this bargaining unit who is required by the Public Education Department to possess a license to assist in the instruction of students in the State of New Mexico.
6. "Superintendent" shall mean the chief executive officer of the Dulce Independent School District.
7. Use of one gender shall be interpreted as including the other gender.
8. "Employee" when used in the Agreement shall mean bargaining unit employees.
9. "Day" shall mean days that the Central Office is open for normal operation and shall not include holidays or recesses observed by the District.
10. "Professional Development" means a systemic process by which Educational Assistants

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.

11. "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 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 written, signed, and dated mutual 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.

#### **ARTICLE 5 NO DISCRIMINATION/NO RETALITATION**

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 the 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 rights 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 bargaining unit employees who elect to join the union a fee for membership in the union. 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 other deductions.
    - 1.1.1 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.
    - 1.1.2 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 at least fourteen (14) calendar 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 notification from the Federation.
    - 1.1.3 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 to be allowed 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 any district employees, the Federation, the Administration, or School Board members. 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; if a request is initiated by the Superintendent for the assistance of a Federation representative in resolving a labor/management issue during normal paid work time the Superintendent 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 in writing 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 job title prior to the employee 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 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 in writing 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 such changes are provided to School Board member.

## **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, 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 WORK YEAR/ WORK DAY**

*Note: For the school year 2022- 2023 the requirements of the K5+ Pilot Program (for elementary) and the ELTP Program (for middle school and high school) requires additional instructional time and some adjustment to the schedule below. See Pay Schedules – Appendix A*

1. The work year of bargaining unit employees will be determined by the School Board in compliance with state law and is currently set at one hundred eighty-five (185) days. The number of days may be adjusted to comply with state and federal law. Bargaining Unit employees are FLSA non-exempt employees and will be compensated at their regular hourly rate of pay for all hours actually worked up to forty (40) hours per work week. All hours actually worked over the forty (40) hour work week will be compensated as required by the FLSA.
2. The Superintendent of Schools shall establish working hours as required by workload and the efficient management of personnel resources. The normal workday shall consist of seven (7) hours of work time and thirty (30) minutes unpaid lunch period. The actual work hours will be scheduled by the site administration. A thirty (30) minute non-paid lunch period will be provided.
3. Educational Assistants shall not leave the worksite during work hours without prior approval of their principal/site supervisor.
4. As a condition of continued employment Educational Assistants will work overtime assignments as assigned. EAs shall not work beyond their regular assignment without the written authorization of their immediate supervisor, to do so without the supervisor authority is considered just cause for disciplinary action.

**ARTICLE 9  
ASSIGNMENTS**

1. Educational Assistants are employed to assist teachers and other staff in implementing the educational program as approved by the Superintendent and the School Board.
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 assignments after the commencement of the school year will be made by the District after consultation with the affected employee.
3. It is recognized that job descriptions identify the general/typical duties of a position. EAs shall perform all identified and related duties of the position for which the employee is paid. Any questions as to whether the duties are related shall only be addressed after the duties have been performed and the issue may be subject to the grievance procedure.
4. EAs duties will be performed under the direction, but not necessarily in the presence of a certified employee. EAs assigned to work during their lunch period will be compensated for that time at their regular hourly rate of pay.
5. It is recognized by the parties that EAs are non-exempt employees under the FLSA. As a condition of continued employment Educational Assistants will work overtime assignment as assigned. EAs shall not work beyond their regular assignment without the written authorization of their immediate supervisor, to do so without the supervisor authority is considered just cause for disciplinary action.
6. Any abuse, falsification, or failure to cooperate in the investigation of the leave taken shall result in the non-payment for such leave and disciplinary action will be taken.
7. EAs assigned to substitute for an absent teacher for an entire day, as defined by PED or District, will be paid at the regular rate of pay + \$5.00 per hour. EAs will turn in required paperwork into the Principal within thirty (30) days of service. In no case shall the EA be paid less than the EA's regular rate of pay. EAs who are substituting for teachers are not required to develop lesson plans but will work from the lesson plan prepared by the absent teacher or grade level teacher.
  - 7.1 This shall not apply in any situation where the EA is under the supervision of or assisting a teacher. In no case shall an EA in this capacity be paid the same or more than the lowest certified teacher rate of pay.
  - 7.2 An EA working under the conditions identified in this section may be assigned to cover another class during the absent teacher's prep time.
8. EAs assigned to Special Ed Programs providing services for Intense Global Support students will be paid in accordance with the salary schedule identified in Appendix A which will provide for a \$500.00 per year increase per step.



**ARTICLE 10  
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 employees who are assigned special education students in a regular education setting.
3. At no time will a document that identifies Special Education Students differently be generated and distributed to all staff.
4. It is the responsibility of the EAs in conjunction with the Special Education Department to identify training, educational programs, or teaching strategies considered to be crucial to EAs job responsibilities, performance, and safety. Requests for such training will be evaluated, prioritized, and provided as determined to be appropriate by the District.
5. Specific training dealing with feeding tubes and specific medical procedures will be provided for Educational Assistants.

**ARTICLE 11  
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/sick 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. Extenuating circumstances is defined as the high school or college graduation of a son, grandson, daughter, granddaughter, spouse; or medical emergency requiring hospitalization; or the death of an immediate family member. The death of an immediate family member for the purposes of this article is defined as son, grandson, daughter, granddaughter, spouse, parent, brother and/or sister. For other family members, leave may be granted, however, such leave will be leave without pay and is subject to staffing requirements. See subsection 8 of this article. General leave may be approved for personal business which cannot be handled except during work time hours.
2. Sick leave must be requested at least one hour prior to the employees starting work time by contacting the designated individual or by leaving a message on the designated voice message telephone number. Failure to do so will result in nonpayment of the leave requested and disciplinary action.
3. General/Sick 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 of this leave will result in the non-payment for the time taken and the employee will be subject to disciplinary action. General/Sick leave abuse is defined as misuse or a pattern of sick leave usage. The utilization of General/Sick leave for other than the identified purpose is also considered abuse of General/Sick leave.

4. General/Sick Leave will accrue at the rate of .50 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 approved by the immediate supervisor otherwise the leave must be taken in no less than full day increments.
5. All bargaining unit employees may accumulate and carry-over no more than eighty (80) days of general/sick leave into a future contract year. All accumulated general/sick leave is forfeited upon severance of employment with the School District.
6. Bargaining unit employees may not utilize or accrue general/sick leave during periods that the employee is receiving worker's compensation benefits or leave without pay.
7. At any time when qualified substitutes are not available to cover classes affected by absences, classes will be combined in order to limit the negative impact on the affected students.
8. As in the past, there will be times when absences would seriously impact the delivery of services and the employee's supervisors will not approve any leave for non-medical purposes. In such times sick leave without pay may be approved.

## **ARTICLE 12 EMPLOYEE INVESTIGATION**

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 may be 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.
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 employee's opportunity to respond to the charges the employee will receive a written

notification from the Superintendent or his/her designee of the findings and 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 Federation officer for an investigatory meeting held with no prior notice. It is the employee's responsibility to obtain representation if he wants to have a representative present. Such representation must be a local representative that is available and that will not delay 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. An investigation will be conducted expeditiously. The time required will be determined on a case-by-case basis. An employee will be informed of the status of an investigation, upon written request filed with the Superintendent by the employee, if the investigation has continued for longer than thirty (30) calendar days.
7. 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 representation at this meeting.

### **ARTICLE 13 DISCIPLINE**

Disciplinary actions may include written 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 discharge, and termination), may be grieved pursuant to the Grievance Procedure contained in this Agreement, however, written reprimands may only be grieved through Superintendent's Level. Termination and discharge for bargaining unit employees shall be handled in accordance with the State law.

### **ARTICLE 14 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. Actions involving discharge or termination are not grievable under this procedure but will be administered in accordance with State laws.
- 2.2. A "grievant" shall be a bargaining unit employee, a group of bargaining unit 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 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 identified in this Article, 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 to settle the grievance 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 workday.
  - 3.15. All grievances shall be filed and processed on grievance forms attached hereto as Appendix B.
4. Grievance proceedings will be held in closed session.
  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.
  8. **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 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 Superintendent the grievant may appeal the grievance to Level 2.
  9. **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.
    - 9.1 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.

9.2 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.

9.3 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 15 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 or based on lack of student interest and 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, the affected employee(s), 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 the receipt of 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. Seniority is defined as the length of continuous service with the District applied to the classification currently held. Seniority commences with the employee's most recent date of hire. In lieu of a fifteen (15) day advance notice to employees the District may provide fifteen (15) days of administrative leave with pay.

**ARTICLE 16  
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 increase its portion of the premium contribution from 60% & 75% to 80% across the board.
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 17  
COMPENSATION**

*Note: For 2022-2023 School year see pay schedules attached as Appendix A.*

**ARTICLE 18  
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 negotiated package has been ratified by the bargaining unit employees and the School Board.
6. If an impasse is reached, the parties agree to use the impasse procedures as outlined in the New Mexico Public Employee Bargaining Act.

**ARTICLE 19  
DRESS CODE**

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, leggings or jeggings, 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 (hicky) on visible body areas such as neck, face, or shoulders is not acceptable.

**ARTICLE 20  
NMPED MANDATES FOR MRI, CSI & TSI SCHOOLS**

Any mandate by the New Mexico Public Education Department (NMPED) regarding any district school requiring More Rigorous Intervention (MRI), Comprehensive Support and Improvement (CSI) and/or Targeted Support and Improvement (TSI), the NMPED mandate shall supersede the language in this CBA.

**ARTICLE 21  
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 through June 30, 2023.



**ARTICLE 22  
SIGNATURES**

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

DULCE FEDERATION OF UNITED  
SCHOOL EMPLOYEES

By: Amelia Pilcher  
Amelia Pilcher, DFUSE Representative

Date: 8/17/22

DULCE INDEPENDENT  
SCHOOL DISTRICT

By: Phillip Salazar  
Phillip Salazar, President  
Board of Education

Date: 8/17/22

By: Ina Montoya  
Ina Montoya, Superintendent

Date: 08/17/22

APPENDIX A

DULCE INDEPENDENT SCHOOLS  
EDUCATIONAL ASSISTANT PAY SCHEDULE  
2022-2023

| Steps | 0-19 HOURS   | 20-39 HOURS | 40+ HOURS    | AA       | BA           |          |              |          |              |          |
|-------|--------------|-------------|--------------|----------|--------------|----------|--------------|----------|--------------|----------|
| 0     | \$ 24,046.00 | \$ 15.10    | \$ 24,486.00 | \$ 15.38 | \$ 25,686.00 | \$ 16.13 | \$ 27,311.00 | \$ 17.15 | \$ 28,011.00 | \$ 17.59 |
| 1     | \$ 24,346.00 | \$ 15.29    | \$ 24,786.00 | \$ 15.57 | \$ 26,011.00 | \$ 16.34 | \$ 27,661.00 | \$ 17.37 | \$ 28,361.00 | \$ 17.81 |
| 2     | \$ 24,646.00 | \$ 15.48    | \$ 25,086.00 | \$ 15.76 | \$ 26,336.00 | \$ 16.54 | \$ 28,011.00 | \$ 17.59 | \$ 28,711.00 | \$ 18.03 |
| 3     | \$ 24,946.00 | \$ 15.67    | \$ 25,386.00 | \$ 15.94 | \$ 26,661.00 | \$ 16.74 | \$ 28,361.00 | \$ 17.81 | \$ 29,061.00 | \$ 18.25 |
| 4     | \$ 25,246.00 | \$ 15.86    | \$ 25,686.00 | \$ 16.13 | \$ 26,986.00 | \$ 16.95 | \$ 28,711.00 | \$ 18.03 | \$ 29,411.00 | \$ 18.47 |
| 5     | \$ 25,546.00 | \$ 16.04    | \$ 25,986.00 | \$ 16.32 | \$ 27,311.00 | \$ 17.15 | \$ 29,061.00 | \$ 18.25 | \$ 29,761.00 | \$ 18.69 |
| 6     | \$ 25,846.00 | \$ 16.23    | \$ 26,286.00 | \$ 16.51 | \$ 27,636.00 | \$ 17.36 | \$ 29,411.00 | \$ 18.47 | \$ 30,111.00 | \$ 18.91 |
| 7     | \$ 26,146.00 | \$ 16.42    | \$ 26,586.00 | \$ 16.70 | \$ 27,961.00 | \$ 17.56 | \$ 29,761.00 | \$ 18.69 | \$ 30,461.00 | \$ 19.13 |
| 8     | \$ 26,446.00 | \$ 16.61    | \$ 26,886.00 | \$ 16.89 | \$ 28,286.00 | \$ 17.76 | \$ 30,111.00 | \$ 18.91 | \$ 30,811.00 | \$ 19.35 |
| 9     | \$ 26,746.00 | \$ 16.80    | \$ 27,186.00 | \$ 17.07 | \$ 28,611.00 | \$ 17.97 | \$ 30,461.00 | \$ 19.13 | \$ 31,161.00 | \$ 19.57 |
| 10    | \$ 27,071.00 | \$ 17.00    | \$ 27,511.00 | \$ 17.28 | \$ 28,936.00 | \$ 18.17 | \$ 30,811.00 | \$ 19.35 | \$ 31,511.00 | \$ 19.79 |
| 11    | \$ 27,396.00 | \$ 17.21    | \$ 27,836.00 | \$ 17.48 | \$ 29,261.00 | \$ 18.38 | \$ 31,161.00 | \$ 19.59 | \$ 31,861.00 | \$ 20.01 |
| 12    | \$ 27,721.00 | \$ 17.41    | \$ 28,161.00 | \$ 17.69 | \$ 29,586.00 | \$ 18.58 | \$ 31,561.00 | \$ 19.82 | \$ 32,211.00 | \$ 20.23 |
| 13    | \$ 28,046.00 | \$ 17.61    | \$ 28,486.00 | \$ 17.89 | \$ 29,911.00 | \$ 18.79 | \$ 31,936.00 | \$ 20.06 | \$ 32,561.00 | \$ 20.45 |
| 14    | \$ 28,371.00 | \$ 17.82    | \$ 28,811.00 | \$ 18.09 | \$ 30,236.00 | \$ 18.99 | \$ 32,311.00 | \$ 20.29 | \$ 32,911.00 | \$ 20.67 |
| 15    | \$ 28,696.00 | \$ 18.02    | \$ 29,136.00 | \$ 18.30 | \$ 30,561.00 | \$ 19.19 | \$ 32,686.00 | \$ 20.53 | \$ 33,261.00 | \$ 20.89 |
| 16    | \$ 29,021.00 | \$ 18.23    | \$ 29,461.00 | \$ 18.50 | \$ 30,886.00 | \$ 19.40 | \$ 33,061.00 | \$ 20.76 | \$ 33,611.00 | \$ 21.11 |
| 17    | \$ 28,211.00 | \$ 17.72    | \$ 29,786.00 | \$ 18.71 | \$ 31,211.00 | \$ 19.60 | \$ 33,436.00 | \$ 21.00 | \$ 33,961.00 | \$ 21.33 |
| 18    | \$ 28,536.00 | \$ 17.92    | \$ 30,111.00 | \$ 18.91 | \$ 31,536.00 | \$ 19.81 | \$ 33,811.00 | \$ 21.23 | \$ 34,311.00 | \$ 21.55 |
| 19    | \$ 28,861.00 | \$ 18.13    | \$ 30,436.00 | \$ 19.12 | \$ 31,861.00 | \$ 20.01 | \$ 34,186.00 | \$ 21.47 | \$ 34,661.00 | \$ 21.77 |
| 20    | \$ 29,261.00 | \$ 18.38    | \$ 30,836.00 | \$ 19.37 | \$ 32,261.00 | \$ 20.26 | \$ 34,586.00 | \$ 21.72 | \$ 35,111.00 | \$ 22.05 |
| 21    | \$ 29,661.00 | \$ 18.63    | \$ 31,236.00 | \$ 19.62 | \$ 32,661.00 | \$ 20.51 | \$ 34,986.00 | \$ 21.97 | \$ 35,561.00 | \$ 22.33 |
| 22    | \$ 30,061.00 | \$ 18.88    | \$ 31,636.00 | \$ 19.87 | \$ 33,061.00 | \$ 20.76 | \$ 35,386.00 | \$ 22.22 | \$ 36,011.00 | \$ 22.62 |
| 23    | \$ 30,461.00 | \$ 19.13    | \$ 32,036.00 | \$ 20.12 | \$ 33,461.00 | \$ 21.01 | \$ 35,786.00 | \$ 22.48 | \$ 36,461.00 | \$ 22.90 |
| 24    | \$ 30,861.00 | \$ 19.38    | \$ 32,436.00 | \$ 20.37 | \$ 33,861.00 | \$ 21.27 | \$ 36,186.00 | \$ 22.73 | \$ 36,911.00 | \$ 23.18 |
| 25    | \$ 31,261.00 | \$ 19.63    | \$ 32,836.00 | \$ 20.62 | \$ 34,261.00 | \$ 21.52 | \$ 36,586.00 | \$ 22.98 | \$ 37,361.00 | \$ 23.46 |
| 26    | \$ 31,661.00 | \$ 19.88    | \$ 33,236.00 | \$ 20.87 | \$ 34,661.00 | \$ 21.77 | \$ 36,986.00 | \$ 23.23 | \$ 37,811.00 | \$ 23.75 |
| 27    | \$ 33,036.00 | \$ 20.75    | \$ 33,636.00 | \$ 21.12 | \$ 35,061.00 | \$ 22.02 | \$ 37,386.00 | \$ 23.48 | \$ 38,261.00 | \$ 24.03 |

Official Transcripts & Verification of Experience Received by September 30th For Current Year Credit  
193 days / 8.25 work hours 10 Year verifiable years of experience.  
Ratified by DFUSE on Approved by Board of Education on

*Handwritten signature and date: 6-17-2023*

*Handwritten signature: A. Benitez 6/17/23*

APPENDIX A

DRUSE INDEPENDENT SCHOOLS  
 EDUCATIONAL ASSISTANT PAY SCHEDULE  
 SERVICES PROVIDED FOR INTERNE GLOBAL SUPPORT STUDENT/SPED EA  
 2022-2023

| Steps | 0-19 HOURS   | 20-39 HOURS | 40+ HOURS | AA           | BA        |              |           |              |          |
|-------|--------------|-------------|-----------|--------------|-----------|--------------|-----------|--------------|----------|
| 0     | \$ 26,246.00 | \$ 16,418   | \$ 17,110 | \$ 28,846.00 | \$ 18,112 | \$ 30,471.00 | \$ 19,134 | \$ 31,871.00 | \$ 20,02 |
| 1     | \$ 26,571.00 | \$ 16,69    | \$ 17,30  | \$ 29,171.00 | \$ 18,32  | \$ 30,821.00 | \$ 19,36  | \$ 32,221.00 | \$ 20,24 |
| 2     | \$ 26,896.00 | \$ 16,89    | \$ 17,50  | \$ 29,496.00 | \$ 18,52  | \$ 31,171.00 | \$ 19,58  | \$ 32,571.00 | \$ 20,46 |
| 3     | \$ 27,221.00 | \$ 17,10    | \$ 17,71  | \$ 29,821.00 | \$ 18,73  | \$ 31,521.00 | \$ 19,80  | \$ 32,921.00 | \$ 20,68 |
| 4     | \$ 27,546.00 | \$ 17,30    | \$ 17,91  | \$ 30,146.00 | \$ 18,93  | \$ 31,871.00 | \$ 20,02  | \$ 33,271.00 | \$ 20,90 |
| 5     | \$ 27,871.00 | \$ 17,50    | \$ 18,12  | \$ 30,471.00 | \$ 19,14  | \$ 32,221.00 | \$ 20,24  | \$ 33,621.00 | \$ 21,12 |
| 6     | \$ 28,196.00 | \$ 17,71    | \$ 18,32  | \$ 30,796.00 | \$ 19,34  | \$ 32,571.00 | \$ 20,46  | \$ 33,971.00 | \$ 21,34 |
| 7     | \$ 28,521.00 | \$ 17,91    | \$ 18,52  | \$ 31,121.00 | \$ 19,55  | \$ 32,921.00 | \$ 20,68  | \$ 34,321.00 | \$ 21,56 |
| 8     | \$ 28,846.00 | \$ 18,12    | \$ 18,73  | \$ 31,446.00 | \$ 19,75  | \$ 33,271.00 | \$ 20,90  | \$ 34,671.00 | \$ 21,77 |
| 9     | \$ 29,171.00 | \$ 18,32    | \$ 18,93  | \$ 31,771.00 | \$ 19,95  | \$ 33,621.00 | \$ 21,12  | \$ 35,021.00 | \$ 21,99 |
| 10    | \$ 29,521.00 | \$ 18,54    | \$ 19,15  | \$ 32,110.00 | \$ 20,17  | \$ 33,971.00 | \$ 21,34  | \$ 35,371.00 | \$ 22,21 |
| 11    | \$ 29,871.00 | \$ 18,76    | \$ 19,37  | \$ 32,471.00 | \$ 20,39  | \$ 34,346.00 | \$ 21,57  | \$ 35,721.00 | \$ 22,43 |
| 12    | \$ 30,221.00 | \$ 18,98    | \$ 19,59  | \$ 32,821.00 | \$ 20,61  | \$ 34,721.00 | \$ 21,81  | \$ 36,071.00 | \$ 22,65 |
| 13    | \$ 30,571.00 | \$ 19,20    | \$ 19,81  | \$ 33,171.00 | \$ 20,83  | \$ 35,096.00 | \$ 22,04  | \$ 36,421.00 | \$ 22,87 |
| 14    | \$ 30,921.00 | \$ 19,42    | \$ 20,03  | \$ 33,521.00 | \$ 21,05  | \$ 35,471.00 | \$ 22,28  | \$ 36,771.00 | \$ 23,09 |
| 15    | \$ 31,271.00 | \$ 19,64    | \$ 20,25  | \$ 33,871.00 | \$ 21,27  | \$ 35,846.00 | \$ 22,51  | \$ 37,121.00 | \$ 23,31 |
| 16    | \$ 31,621.00 | \$ 19,86    | \$ 20,47  | \$ 34,221.00 | \$ 21,49  | \$ 36,221.00 | \$ 22,75  | \$ 37,471.00 | \$ 23,53 |
| 17    | \$ 31,971.00 | \$ 20,08    | \$ 20,69  | \$ 34,571.00 | \$ 21,71  | \$ 36,596.00 | \$ 22,98  | \$ 37,821.00 | \$ 23,75 |
| 18    | \$ 32,321.00 | \$ 20,30    | \$ 20,91  | \$ 34,921.00 | \$ 21,93  | \$ 36,971.00 | \$ 23,22  | \$ 38,171.00 | \$ 23,97 |
| 19    | \$ 32,671.00 | \$ 20,52    | \$ 21,13  | \$ 35,271.00 | \$ 22,15  | \$ 37,346.00 | \$ 23,45  | \$ 38,521.00 | \$ 24,19 |
| 20    | \$ 33,046.00 | \$ 20,75    | \$ 21,37  | \$ 35,621.00 | \$ 22,37  | \$ 37,746.00 | \$ 23,74  | \$ 38,971.00 | \$ 24,48 |
| 21    | \$ 33,421.00 | \$ 20,99    | \$ 21,60  | \$ 35,996.00 | \$ 22,61  | \$ 38,146.00 | \$ 24,02  | \$ 39,421.00 | \$ 24,76 |
| 22    | \$ 33,796.00 | \$ 21,23    | \$ 21,84  | \$ 36,371.00 | \$ 22,84  | \$ 38,546.00 | \$ 24,30  | \$ 39,871.00 | \$ 25,04 |
| 23    | \$ 34,171.00 | \$ 21,46    | \$ 22,07  | \$ 36,746.00 | \$ 23,08  | \$ 38,946.00 | \$ 24,59  | \$ 40,321.00 | \$ 25,32 |
| 24    | \$ 34,546.00 | \$ 21,70    | \$ 22,31  | \$ 37,121.00 | \$ 23,31  | \$ 39,346.00 | \$ 24,87  | \$ 40,771.00 | \$ 25,61 |
| 25    | \$ 34,921.00 | \$ 21,93    | \$ 22,54  | \$ 37,496.00 | \$ 23,55  | \$ 39,746.00 | \$ 25,15  | \$ 41,221.00 | \$ 25,89 |
| 26    | \$ 35,296.00 | \$ 22,17    | \$ 22,78  | \$ 37,871.00 | \$ 23,78  | \$ 40,146.00 | \$ 25,43  | \$ 41,671.00 | \$ 26,17 |
| 27    | \$ 35,671.00 | \$ 22,40    | \$ 23,02  | \$ 38,246.00 | \$ 24,02  | \$ 40,546.00 | \$ 25,72  | \$ 42,121.00 | \$ 26,45 |

Official Transcript & Verification of Experience Received by September 30th for Current Year Credit  
 191 days / 8.25 months, 10 Years verifiable years of experience.

RATED BY DRUSE ON

Approved by Board of Education on

*M. J. Z...*  
*Approved 10/17/22*  
*Tracy A. Fielder 6-11-22*