

TABLE OF CONTENTS

Preamble	2
I Recognition	3
II Bargaining Process	4
III General Provisions and Miscellaneous	7
IV Association Rights	9
V Employee Rights & Procedures	13
VI Hours, Workload, & Non-instructional Duties	25
VII Employee Leave	28
VIII Student Discipline	32
IX Grievance Procedure	33
X Transfers and Reassignments	40
XI Employee Compensation, Experience, & Benefits	43
XII Duration and Terms of Agreement	45
Signatures	45
Appendix A – Code of Ethics and Standards of Professional Conduct	46

PREAMBLE

We, the professional educators and classified staff of the Ruidoso Municipal School District, affirm our belief in the importance of the pursuit of knowledge, the encouragement of scholarship, the promotion of democratic citizenship, and our obligation to the public we serve. We regard as essential to these goals the protection of freedom to learn and to teach with the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards.

ARTICLE I

Recognition

- A. Pursuant to the New Mexico Public Employee Bargaining Act (PEBA) (Section 10-7E-1 to 10-7E-26, NMSA 1978), the District hereby recognizes and agrees that the Ruidoso Education Association is the sole and exclusive representative of all certified (employees paid on the teacher's salary schedule) and all classified personnel employed by the Ruidoso School System, excluding supervisory and confidential employees for the purposes of collective bargaining. Therefore, no other labor organization shall be allowed payroll deductions, to conduct union business, or to solicit members during school working hours or on school property during school working hours for the purposes of collective bargaining. Accordingly, the rights and privileges of the Association as provided in this Agreement are exclusive rights of the Ruidoso Education Association.
- B. Unless otherwise indicated, as used in this Agreement, the term "employee" means an employee in the bargaining unit defined in Section A above.
- C. Definitions
- a. Certified Personnel are defined as employees paid according to the teacher or administrator salary schedules and are exempt from Federal Labor Standards Act (FLSA) provisions, for example: teachers, counselors, related service personnel, nurses, etc.
 - b. Classified Personnel are defined as employees subject to FLSA provisions, for example: secretaries, custodians, instructional assistants, etc.
 - c. Confidential and Supervisory Personnel are defined as employees not included in the bargaining unit, for example: Superintendent, Associate Superintendent, Principals and Assistant Principals, Business Office personnel, Maintenance Supervisor, Technology personnel, etc.

ARTICLE II

Bargaining Process

A. Bargaining Procedures

1. Not later than April 1 of the calendar year in which this Agreement expires, the District agrees to enter into collective bargaining with the Association over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning wages, hours, and other terms and conditions of employment. Such bargaining may, at the request of either party, include any matters covered by this Agreement or any matters not so covered which are legally permissible subjects of bargaining. Any agreement so bargained will be reduced to writing and signed by the District and the Association.
2. During bargaining, the District and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. As of the time it is made available to the Superintendent, he/she will provide the Association with a proposed line item budget for the next fiscal year as well as preliminary budgetary proposals, requirements, and allocations. The District will make available to the Association for inspection all pertinent records, data, and information of the Ruidoso School System, in a timely manner.
3. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or past practices of the District in force on said date, will continue to be so applicable during the term of this Agreement. Nothing contained in the Agreement will be interpreted and/or applied so as to eliminate, reduce or otherwise diminish any employee benefit existing prior to its effective date.
4. The District agrees not to bargain or otherwise deal with any employee organization other than the Association during the term of this Agreement, provided that if another employee organization is lawfully certified as the exclusive representative pursuant to the Act, the District may bargain with such organization regarding changes in wages, hours, and other terms and conditions of employment to become effective after the expiration of this Agreement.
5. This Agreement incorporates the entire understanding of the parties on all matters, which were the subject of bargaining. During the term of this Agreement neither party will be required to bargain with respect to any such matter whether or not covered by this agreement.

6. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

B. Negotiations Ground Rules

1. Ruidoso Education Association and the Ruidoso Municipal School District shall work together in a positive manner, respecting each other's positions, and continuing to build on the most trusting relationship possible for the benefit of all stakeholders in the District.
2. Negotiations shall be conducted in closed sessions. No bargaining sessions shall be audio recorded, videotaped or otherwise electronically recorded or transmitted. Each party will take and maintain their own notes. Each party may use a computer word processing program during the negotiation sessions to take notes.
3. All matters discussed during bargaining are confidential with the clear understanding that each party retains the right to inform their respective constituents as to the progress of the negotiations, but specific negotiation information shall not be released. If the parties are at impasse they may release general information to the press, but release of specific information is prohibited.
4. Each party shall have a negotiating team of not more than five (5) members. The parties shall notify each other in writing of the names of their authorized representatives, including alternates, and of their chief spokesperson, at least ten (10) working days prior to the first negotiating session. Any changes in team membership that occur will be provided in writing, to the other party, as a modification to the original list within a reasonable time period prior to the negotiation session for which the change(s) is/are relevant.
5. Each team may bring one (1) consultant to the table during each respective bargaining session provided that: 1) the team bringing the consultant provides at least five (5) working days notice of intent to have the consultant at the table to the other team's spokesperson; and 2) the subject area to be addressed by the consultant is clearly identified in that notice.
6. Each team will identify a spokesperson that will act as the official representative/contact for his/her respective team. The spokespersons are responsible for speaking at the table on behalf of their respective teams or designating others to speak on the team's behalf, and shall have final authority to sign-off on tentative agreements reached at the table.

7. The parties agree to meet at reasonable times and to bargain in good faith in order to obtain a fair and timely agreement. Unless parties mutually agree otherwise, bargaining sessions shall be scheduled for four (4) hours. The team spokespersons may call for caucus on an as-needed and reasonable basis. Parties will attempt to limit caucuses to between fifteen (15) and twenty-five (25) minutes. Negotiating sessions will be scheduled on a 3-5 day basis and as much in advance as is reasonable. Negotiating sessions will be held in a mutually agreeable location. Ground Rules will be mutually agreed upon at the first negotiating session.
8. All agreements reached as a result of negotiations shall be reduced to writing, initialed by each spokesperson, and shall be tentative until ratification by the parties (tentative agreement).

ARTICLE III

General Provisions and Miscellaneous

A. Date and Duration

1. Article(s) may be re-opened during the contract period upon mutual agreement by both the Association and the District.
2. In the event of financial changes that affect instructional conditions before the date of the contract renewal, the District or the Association reserves the right to open proposals of this contract.

B. Non-Discrimination

1. The District and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees, or in the application or administration of this Agreement or any other rule, regulation, or policy relating to the terms and conditions of employment on the basis of race, creed, color, religion, national origin, sex, sexual orientation, disability, domicile, or marital status.
2. The District will make every effort to recruit and retain a diverse staff.

C. Definitions

1. Unless otherwise indicated, the term "Superintendent" when used in this Agreement is understood to mean the Superintendent or his/her designee.
2. The term "Association" is understood to mean Ruidoso Education Association or its designated representative or representatives.
3. "Seniority" refers to an employee's total length of service in District.
4. The Public Education Bargaining Act, or PEBA, is referred to in this document as the "act".
5. "Family" or "relative" refers to an employee's spouse, children, parents, siblings, grandparents, grandchildren, and like relations created by marriage or other legal means, such as guardianships or foster children.
6. Unless otherwise indicated, the term "days" refers to work days.

D. Contrary to Law

If any provision of this Agreement or any application thereof to any employee or group of employees is held to be contrary to law, then such provision or application will be deemed valid only to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provision or provisions affected.

E. Intent and Good Faith

1. The Association will contribute to the development of new policies which are to be implemented or are being considered for implementation in the district.
2. The District will amend its written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
3. Any negative criticism by an administrator and/or supervisor of an employee regarding his/her performance will be made in confidence and not in the presence of students, parents, co-workers, or members of the public.
4. All employees and administrators must follow written policy until it is officially changed and approved by the board.
5. Prior to the first of September of each contract year, collective bargaining agreement training will be held for all administrators.

ARTICLE IV

Association Rights

All rights granted to the Association as the exclusive representative for certified employees and classified are for the exclusive use of the Association and may not be granted to another labor organization.

A. Access to Data and Records

1. The District will, upon request and if appropriate, provide the Association with any documents and/or data necessary to develop intelligent, accurate, informed and constructive programs on behalf of employees, together with any other available information, in accordance with state/federal statutes/regulations which may be necessary for the Association to formulate, implement, or process grievances under this Agreement, within as reasonable time frame as possible.
2. Financial data prepared in the spring for budget consideration for the following year including enrollment projections, anticipated revenue and other financial data provided to the District's budget committee, as well as, proposed and final operational budgets will be made available following the district's receipt of such documents. The Association may request other financial documents to assist in the understanding of district proposals and in the formulation of Association proposals. All of the above will be provided electronically. Hard copy will be provided at a reasonable cost.
3. The Association may request to be placed on the Board agenda and any item must be submitted by the Association to the Superintendent three (3) working days before the regularly scheduled Board meeting. The parties recognize that REA and its bargaining unit employees will not speak with School Board members, nor should School Board members speak to bargaining unit employees, about any issues that are currently being negotiated by the parties.
4. A copy of the Board Agenda and non-confidential attachments will be made available to the Association President/Designee on the same day it is made available to Administration and the Board, including all personnel reports.
5. Education meetings and all other documents related to matters set forth above that are distributed to Board of Education members at official meetings will be provided to the Association as soon as possible after such meetings. A copy of the official agenda of the meetings, and any relevant attachments, will be given to the Association on the same day the Board receives its agenda.

B. Dues Deductions

1. Any employee who is a member of REA, or who has applied for membership, may sign and deliver to the District, an assignment authorizing deduction of professional dues in the Association (including NEA-NM and NEA), as established in writing by the Association. Such authorization shall continue in effect from year to year. The payroll technician will be notified by October 1 of each year.
2. Salary deductions for membership in Ruidoso Education Association (REA) will be treated as employee membership as in any other plan or program offered by the District. The Association will certify to the District in writing the current amount of its membership dues for certified and classified personnel.
3. Deductions will be made in equal installments on each paycheck during the school year. Payroll deduction will begin with the employee's October 15 paycheck and continue through the last paycheck due the employee.
4. The District will stop individual deductions when:
 - a. The employee submits an official written notification to the district Business Office and the Association to terminate payroll deductions for an employee who is no longer an association member, signed by the employee.
 - b. The employee is no longer in the employ of the District.

C. Use of School Facilities

1. Duly authorized representatives of the Association shall be permitted to transact its business on school property outside the duty day. (7 hour, 30 minute work day, except during duty free lunch)
2. The Association shall have space to post notices of activities and matters of REA concern on a designated bulletin board provided in each building. It is agreed and understood by the parties that REA may use the District mailboxes and email service for communicating to members of the bargaining unit with the understanding that REA Representatives and/or bargaining unit employees will distribute the items. Distribution by bargaining unit employees will not occur on work time.
3. The Association and its representatives shall have the right to use the District's facilities for meetings outside the duty day and as long as no additional custodial costs are incurred.

4. The Association shall have the right to use school facilities and equipment, such as typewriters, computers, public address equipment, audiovisual equipment, etc., at all reasonable times that do not interfere with school needs or during the duty day. The Association will be financially responsible for any school equipment that is damaged during the Association's use. The Association officers and building representatives will be allowed to use district copiers for REA business. The Association will provide the paper for Association business.

D. Association Leave

1. If bargaining between the District and the Association is scheduled during a school day, the members of the District's and Association's bargaining team will be relieved of all regular duties without loss of pay as necessary in order to permit their participation in such bargaining. Such leave will also not count against the Association leave granted below in Paragraph 2.
2. The Association will be granted twenty-five (25) leave days for purposes of conducting Association business. Approval will be allocated by the Association President or his or her designee and granted by the Superintendent as requested, except in case of emergency.

E. The District and the Association recognize the district, state, and federal accountability system may result in schools designated as "in need of improvement", "probationary", "corrective action", or other such designations as defined in federal law and state statute.

1. Such schools are those who are low performing as measured on standardized tests and other accountability measure (including but not limited to parent involvement, safety, and growth). The District and the Association recognize the requirement and professional responsibility for diligently working toward moving such schools along, in order to become schools that "meet standards" at a minimum.
2. In order to achieve the change in designation of such schools, it is recognized that broad changes may need to be implemented at individual school sites.
3. To that end, for any school designated Restructuring 1 or 2 (R1 or R2), the District and the Association agree to convene at the earliest possible time to collaboratively create a plan that addresses state requirements as designated in the School Improvement Framework including any provisions for extra time to be worked, compensation for required additional time, professional development, and the general and specific course of action for implementing corrective action or restructuring as allowed or required by the State of New Mexico.

F. Participation in Committees

1. The Board encourages employees to contribute their ideas for the betterment of the Ruidoso Municipal School District and in support of the Educational Plan for Student Success (EPSS). The staff will be asked to provide input on policies and regulations, goals and objectives, curriculum, services, budget, facilities, etc. (Ruidoso Municipal Schools Board Policy GBB)
2. The Association reserves the right to be represented on district and school committees including but not limited to Budget, Calendar Committee, Curriculum, Textbook, Health Advisory, Professional Development, Safety, etc.
3. The Association shall have the right to representation on District and school based committees making recommendations regarding hiring of personnel and supervisory positions. The REA President/designee will be asked to make appointments of members to serve on such committees. Supervisory positions shall include all administrators or any personnel providing employee evaluations, program directors and/or coordinators, except the superintendent, which will be at the discretion of the Board.

G. Association Meetings

1. The Association and District will set aside the first Wednesday of each month upon which no District meetings will be scheduled after school, so that the Association may conduct meetings or other Association business with its members.
2. The Association has the right to make announcements at faculty meetings and new employees orientations. The Association may also provide an information letter to the new employees regarding the Association's role as the exclusive representative for all new employees of the bargaining unit. The Association shall have ten (10) minutes to address staff at any all-district staff meetings, including the beginning of the year general meeting. This time shall not be used for purposes of recruitment for the Association.
3. The President of the Association and the Superintendent and/or designee shall meet once a month at a mutually agreed upon time that is determined by both parties monthly to review and discuss concerns and issues, if needed. The party wishing to meet will initiate the request to meet.
4. An Association representative and/or any employee shall have the right to bring matters related to Association rights or the administration of this Agreement to the attention of the principal or immediate supervisor.

ARTICLE V

Employee Rights and Procedures

A. Employee Rights

1. The District will make every effort to exhaust the substitute pool prior to assigning other school personnel as substitutes.
2. The District will make an effort to provide hand-held communication devices to all employees required to supervise campus areas.
3. Crisis prevention, intervention training, and crises response training will be made available periodically as needed, by the District.
4. Employees shall not be required to perform duties outside the scope of their license or certification, except in circumstances allowed by law in emergency situations. This is not to preclude the assignment of employees to extra-curricular sponsorships.
5. Any employee who is threatened with harm by any individual or a group while carrying out assigned duties shall immediately notify the school principal or supervisor. The principal/supervisor shall then notify the Superintendent's office of the threat and together they shall take steps in cooperation with the employee to provide every reasonable precaution for the employee's safety. Precautionary steps, including contacting law enforcement, seeking injunctive relief or any advisable legal action, shall be reported to the Superintendent's office at the earliest possible time. (Ruidoso Municipal Schools Board Policy GBGB-R)
6. All concerns regarding an employee made to any member of the administration or school board by any parent, student, or other person is to be initially directed to the staff member, unless otherwise communicated by the employee to the site administrator, so as to be resolved at the lowest appropriate level and in a timely manner.
7. Any concerns made by a parent, student, or other person which cannot be resolved with the staff member will be promptly called to the attention of the employee and reviewed/investigated as appropriate by the site administrator. If the concerns result in disciplinary action, all aspects of the Due Process Section (V.B) of this Agreement will be followed. If the concerns are to be used in the evaluation process, all aspects of the Employee Evaluation Procedures (V.J) of this agreement will be followed.

8. Members of the bargaining unit who have coaching, sponsorship or extra duties beyond their normal contract, shall not be removed without cause. The District will endeavor to treat all at-will employees fairly.

B. Due Process

1. When in the judgment of the Superintendent, it is in the best interest of the District and/or employee to place an employee on administrative leave, such leave shall be with pay pending determination of the action to be taken.
2. Whenever an employee is required to attend an investigatory/disciplinary conference with an administrator or a supervisor, he/she will be given reasonable prior notice of the reasons for such appearance. The employee may be accompanied by a representative of his/her choice. The conference will be scheduled within two (2) work days, if possible, and at a time that is convenient to the parties, not to include weekends and holidays. Employees of the bargaining unit will only be removed from the classroom or other regular duties to attend investigatory or disciplinary conferences, with reasonable notice, relative to the circumstances.
3. Employees may only be terminated or discharged in accordance with law. No employee will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage based upon a decision that is unsupported in fact and without proper documentation.
4. Any reprimand, warning or discipline of an employee for just cause, such as an infraction of board policy and/or applicable laws, or work performance, shall be issued in a professional manner. The employee and the supervisor may each have a witness present. No employee shall be reprimanded in front of students, other employees, parents, or the public. Likewise, employees will extend the same courtesies to management.
5. Role of a representative:
 - a. The representative may serve as an advocate for the employee during an investigatory interview or other meeting as employee or Association requests; however the employee is the primary spokesperson.
 - b. The representative may take notes during the meeting.

C. Site-Based Decision Making

STATEMENT OF PURPOSE: The purpose of the following procedures is to define accountability and responsibility for communication of policies,

procedures, and actions that impact the District and its employees. Responsibilities of the School Advisory Council shall include, but are not limited to, collaboration and decision making involving all aspects of the learning environment, including budgetary allocations, at the site. All personnel involved in the District shall be responsible for the implementation of said procedures, thus ensuring the integrity of communication.

1. School Advisory Council (SAC): Each school site shall compose a standing committee, made up of elected members of all employee groups and parent/community groups and the principal or his/her designee in accordance with NMSA Statute 22-5-16, Advisory school councils; creation; duties.
2. Each School Advisory Council's purpose includes, but is not limited to:
 - a. Working with the school principal and giving advice, consistent with state and school district rules and policies, on policies relating to instructional issues and curricula and on the District's proposed and actual budgets;
 - b. Developing creative ways to involve parents/guardians in the schools;
 - c. Where appropriate, coordinating with existing workforce development boards or vocational education advisory councils to connect students and school academic programs to business resources and opportunities; and
 - d. Serving as the champion for students in building community support for schools and encouraging greater community participation in the public schools.
3. The School Advisory Council shall establish regular monthly meetings by October of each year.
4. Council members will provide opportunity for input and feedback from their constituency groups.

D. Curriculum

1. The District will provide an online copy of the curriculum alignment as updated.
2. Adoption Cycle: A two-year committee, representing each building site, will be established for purposes of adopting specific curricular area materials in accordance with the state schedule for adoption. One year prior to the official adoption, the committee will review textbooks/materials in order to recommend which materials best fit the District's curriculum/needs. The committee shall attempt to establish consistency across all schools and subjects to meet curricular goals efficiently.

3. Ongoing Curriculum Alignment: The District will create a process to update and align curriculum and involve appropriate teaching staff each year. Representation on the committee shall include a cross section of grade/curricular areas in order to promote better understanding of the curriculum needs across the district. Building principals shall be responsible for ensuring the implementation and continuity of curriculum.
4. Professional Development days are based on the EPSS and instructional needs of students. Each School Advisory Council will review needs and plan professional development as appropriate.

E. District Program Direction

1. Administration shall outline in writing, annually at a board meeting, the existing programs in the district and the determined direction of each program.
2. After defining the above programs, the District shall present to building staffs information to ensure understanding and communication regarding District direction.

F. Facilities Development

At the site level, the School Advisory Council shall collaborate with the administration regarding site facilities development.

G. Professional Attire

Staff is expected to dress professionally, appropriate to the level and subject taught.

H. District Policy Development

1. The District shall post a copy of proposed policies via email and allow reasonable time for staff input.
2. Staff input shall be provided to the building representative and/or site administrator within the designated time frame following the presentation/meeting.
3. A copy of written input shall be provided to the Superintendent by the Association and/or building administrator at least one (1) week prior to Board action in order to allow time for discussion, follow-up, and/or clarification.

4. The District shall involve and reach agreement with the Association in development of all policies regarding working conditions and those policies which impact professional and instructional decisions.

I. Dismissal and Non-Renewal of Contract

A notice of termination shall be a notice of intention not to reemploy for the ensuing school year. Prior to the end of the contract year the District shall provide notice of termination if such notice is determined to be in the best interest of the District.

J. Personnel Files

1. The Superintendent shall be responsible for the development and maintenance of appropriate personnel records. Personnel records of current and past applicants and employees shall be the property of the Ruidoso Municipal School District. The personnel records and their contents as utilized for the purposes of this agreement are defined as:
 - a. Background and Service Record File contains background information in regard to training, experience, references, credentials, application form, personal data, record of service with the school district consisting of school and grade assignments or subjects taught each year, copies of contracts, transfer requests, extended leave requests, letters of resignation, termination information which will indicate whether termination was a resignation or dismissal, payroll and payroll deduction information, and other information as required by state/federal regulations.
 - b. Performance and Evaluation File contains evaluations, professional development plans, growth plans, counseling statements, and formal accommodation letters by direct administrator and/or supervisor.
 - c. Annual Performance File may include PDP, growth plan, evaluations, lesson plans, observations, communications, and memos. This file will be kept at the employee's building.
 - d. Americans with Disabilities Act File contains records related to medical conditions or disability and will be contained in the permanent confidential file per federal regulations.
2. Employees will have the right to review the contents of their personnel files (Background and Service Record File, Performance & Evaluation File, Annual Performance File, and American with Disabilities Act File) and to receive a copy at District expense, within reason, of any documents contained therein. An

employee will be entitled to have a representative accompany him/her during such review.

3. The employee will have the right to indicate those documents and/or other materials in his/her file, which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by an appropriate member of the Central Office with the agreement of the Superintendent and if he/she agrees, they will be destroyed in accordance with General Governance Administration Statute I.15.6.
4. No material derogatory to an employee's conduct, service, character, or personality will be placed in his/her Performance and Evaluation file unless the employee has had an opportunity to review the material which may be a part of a Professional Development Plan, growth plan or counseling statement. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. Should the employee refuse to sign, a witness will be called to sign that the employee refused. The employee will also have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent and attached to the file copy.
5. All parties to this agreement will protect the confidentiality of personnel references and other similar documents, the District will not establish separate 'confidential' files. Only the official Annual Performance File will be use in evaluation procedures.
6. An Access Log will be kept with personnel files and will include the date, employee reviewing the file, the reason, and an administrator/designee signature. A listing of employees designated by the Superintendent to access folders for purposes of maintenance will be posted in the office of the Superintendent and with the Association.

K. Employee Evaluation Procedure

General Provisions - Employees of the bargaining unit will be evaluated according to Employee Evaluation Handbook, which will be mutually reviewed/modified by the District and Association in accordance with state guidelines.

L. Professional Development

1. The District will pay the full cost of tuition incurred in connection with any course, workshop, seminar, conference, in-service training session, or other such program, which is a written directive, by the District to the employee in order to comply with professional development. This does not include those courses one must take to earn the Master's Degree, or other hours needed to complete waiver or endorsement requirements, or other college hours, that teachers may choose to take for advancement.
2. The District does not compensate employees their daily rate for attending conferences or classes that are held on weekends, evenings, summers or holidays, unless the District requires the employee to attend.

M. Bargaining Unit/Contracting

1. This article does not preclude the use of substitutes for short or long term by the District. It is recognized by the parties that it is the responsibility and obligation of the district to determine what services will be provided, the level of services that will be provided, and by whom the services will be delivered.
2. This article does not supersede existing agreements with food services and transportation.
3. The District agrees that the work performed by employees is bargaining unit work, and except as otherwise provided in paragraph four (4) below, such work will be performed only by members of the bargaining unit.
4. It is agreed that the District may contract any work which it is not feasible to perform with its own employees because there are no employees who are qualified according to District job descriptions or interested in performing such work, or there is more work than the employees can do within the allotted time without interfering with the work which they ordinarily perform.
5. Nothing in this Agreement shall be construed to prohibit the acceptance by the District of any volunteer or gift of work as long as such work does not deprive any member of the bargaining unit.

N. Reduction-in-Force (RIF) Procedure - Certified Staff

Prior to initiating the RIF, the Board will, if possible, attempt to absorb the necessary reductions through attrition. In the event the District deems it necessary to initiate a reduction in the bargaining unit work force, the following provisions shall apply.

1. The Superintendent shall determine the number and type of positions to be affected by the RIF.
2. The District will notify the Association of its intent to initiate a RIF, as soon as its decision to do so is reached. The District will collaborate with the Association regarding the plan for implementing such RIF.
3. Employees with less than three (3) years of continuous full time service shall be laid off in accordance with the seniority in their respective position or category of employment. The Superintendent reserves the right to make all final decisions.
4. If reduction-in-force requirements are not met through normal attrition or the release of employees with less than three (3) years of continuous service, then those with three (3) years or more of continuous service with the District shall be laid off on the basis of seniority. In situations where seniority is equal and there is no available position for which the senior employee qualifies, the following criteria will apply:
 - a. Licensure/endorsements;
 - b. Verifiable experience or demonstrated performance, as documented by satisfactory Performance Evaluations, regarding required skills stated in the job description; and
 - c. Any senior employee with verifiable extracurricular or co-curricular responsibilities who replaces a less senior employee who performs those duties may be asked to assume those duties, within reason.
5. The Superintendent shall provide the personnel affected by a reduction in the number of personnel employed or by the discontinuance of a particular type of service with a written statement of honorable dismissal and reason thereof within thirty (30) days of starting the reduction in force.
6. If the District employs new personnel, the Superintendent shall first offer re-employment to the personnel laid off in the reverse order of layoff. The recall list shall be maintained by the District for a period not to exceed two (2) years. Thereafter, an employee shall lose his/her right to recall.
7. All employees laid off pursuant to necessary reduction in staff shall be placed on the substitute list for the District, provided that a written request for such placement is made by the affected employee.
8. While on layoff, an employee will have the option to remain an active participant in the District's fringe benefit programs in accordance with New Mexico Public

School Insurance Authority guidelines by contributing the amount he/she and the district would have been required to contribute if the employee were actively employed.

O. Reduction-in-Force (RIF) Procedure - Classified Staff

The number and type of classified staff positions required to implement the District's educational program will be determined annually by the Superintendent. In the event the Superintendent decides to release classified staff members, the following guidelines will be in effect.

1. Normal attrition due to terminations will be relied upon as the first means of reducing the staff.
2. If attrition does not accomplish the required reduction in the staff, the Superintendent shall use the following criteria to make recommendations to the Board:
 - a. Qualifications of staff members to accomplish the District's program;
 - b. Overall experience, training and ability;
 - c. Past contributions to the program of the District; and
 - d. All other factors being equal, length of total service in the District.
3. Criteria for selection of staff members to be released will be applied separately to employees within specialty categories.
4. Personnel to be laid off for the ensuing school year shall be notified of such layoff as soon as practical.

P. No Strike/No Lockout Provision

1. No member of the bargaining unit will engage in a strike. The Association will not cause, instigate, encourage, or support a strike, walkout or slowdown.
2. The District will not cause, instigate, or engage in any lockout of employees.

Q. Professional and Instructional Issues

1. Professional Development
 - a. Recognizing that certified employees and administrators each bring unique perspectives in the endeavor to meet students' needs, the parties agree that collaboration is critical in the decision-making process

regarding professional development at each district level: district, site, and department on an ongoing basis. Individual and site needs, as well as state and federal requirements, will be taken into account when decisions are being collaboratively made.

- b. A certified employee's refusal to attend professional development beyond their normal work hours and/or work year will not be reflected in the certified employee's evaluation and/or personnel file and will not subject the employee to disciplinary action of any kind.
2. Recognition of Certified Employee's Professionalism and Expertise
- a. All District-wide curriculum and instruction initiatives including textbook and instructional program adoptions and adoption and implementation of assessment systems will be collaboratively considered by committees that include no fewer Association representatives than Administrative representatives on any such committees. Final reports and recommendations of all committees will be provided to the District Superintendent and the President of the Association in a timely manner prior to action taken.
 - b. A certified employee has the right to exercise his/her professional judgment in presenting, interpreting, and using critical inquiry to explore information and ideas, including controversial issues, in conjunction with the District's philosophy, goals, curriculum, and objectives. Certified employees have the right to express diverse opinions, feelings and ideas during class instruction as long as the certified employee is not attempting to persuade students to accept their point of view. Teachers will be allowed to use professional judgment to supplement the adopted curriculum to ensure individual student success.
 - c. The District encourages open discussion of controversial issues; however employees may not disclose to students personal statements of faith or private political views while on duty.
 - d. With respect for the professional judgment of certified employees, the District and the Association recognize and support their academic autonomy. Professionalism includes, but is not limited to, collaboration with administration and colleagues to provide consistency in curriculum, content, materials, and student assessment, recording and maintenance of student information, and assignment of student grades. Professionalism also recognizes needs, interests, capacities and the

linguistic and cultural background of each student in conjunction with the District's philosophy and goals.

- e. The District recognizes that certified employees are protected under the First Amendment and must adhere to the State of New Mexico's Code of Ethics and Standards of Professional Conduct. (See Appendix A)

R. Staff Participation in Political Activities

Bargaining unit employees, as citizens, have the right to engage in political activity. However, school time may not be used for political purposes. Staff members who intend to engage in political activities shall be guided by the following:

1. No employee shall engage in political campaigning upon property under the jurisdiction of the District, unless permission has been granted for that purpose through the "Community Use of School Facilities" policy of the Board.
2. Campaigning and other election activities must be done in off-duty hours, when not working in an official capacity for the District, and without the participation of District employees or students acting in the capacity of District or school representatives.
3. Invitations to participate in election activities on a given campus, except when extended by groups leasing or using school facilities, shall be extended only when such invitations are offered to all candidates for the office.
4. The personal use of District equipment, supplies, materials, buildings, or other resources to influence the outcome of any election is not permitted.
5. Political circulars or petitions may not be posted or distributed in school.
6. The collection of campaign funds and/or the solicitation of campaign workers are prohibited on school property.
7. The use of students for writing or addressing material intended to influence the outcome of any election, or the distribution of such materials to or by students, is forbidden.
8. Employees of the District may not use the authority of their position to influence the vote or political activities of any student or employee.
9. The discussion and study of politics and political issues, when such discussion and study are appropriate to classroom studies, are not precluded under the

provisions of this policy. This policy shall apply only when an employee is serving as an agent of or working in an official capacity for the District.

ARTICLE VI

Hours, Workload, and Non-instructional Duties

A. Hours and Workload

1. All employees may be assigned appropriate starting and dismissal times, provided that their total workday will be not longer than seven and one-half (7 ½) consecutive hours including the duty-free lunch period guaranteed to them under Section 8 of this Article, with the exception of custodial, secretarial, and FLSA non-exempt employees which are assigned a total work day of eight hours inclusive of thirty (30) minute lunch period and two fifteen (15) minute breaks. The length of the assigned workday will be substantially equivalent for all employees.
2. In regard to a delayed opening, the employees will report at the corresponding time to the regular day schedule, i.e., if employees report to work regularly twenty minutes before take-up time, they would report twenty minutes before delayed starting time.
3. An early dismissal day (due to inclement weather, emergency) will be called by the Superintendent or his/her designee. The site administrator will determine staff necessary to ensure safety of students, and will dismiss staff as soon as possible after students are dismissed. In no case shall an employee be required to put their personal safety in jeopardy.
4. If school is canceled due to inclement weather or emergency, employees will not be required to attend the regular workday. Twelve (12) month employees of the bargaining unit are required to work on a canceled or delayed school day. If the twelve (12) month employee does not work a full work day, extra time could be made up within the same work week or leave will be docked for either a half- or full-day, whichever is appropriate.
5. The work year of all employees of the bargaining unit will be determined based upon the salary schedule negotiated between the Association and the District. The "work year" will include days when pupils are in attendance, orientation days at the beginning of the school year, conference days, and any other days on which employee attendance is required.
6. Certified employees may be required to remain after the end of the regular workday, or report before the start of the regular workday, without additional compensation not more than fifteen (15) hours per semester to be used for such purposes as faculty meetings, committee meetings, student/parent conferences,

Open House and the like. No meeting shall be longer than three (3) hours in duration. In all such cases the site administrator shall notify the staff at least two (2) work days prior to the scheduled meeting. If the meeting is an emergency meeting, the site administrator shall give as much prior notice as is possible, so as to prevent hardship to employees.

7. The School Advisory Council (SAC) will be involved in planning all site meetings in number six (6) above, except emergencies.
8. Employees will have a duty-free lunch period of at least forty-five (45) minutes.
9. Classroom teachers will, in addition to their lunch period, have daily preparation time during which they will not be assigned to any other duties as follows:
 - a. Elementary School – not less than forty-five (45) minutes (average), inclusive of before and after school time.
 - b. Middle School – not less than one regular class period.
 - c. High School – not less than one regular class period.
10. The administration, counselors, registrar and at least two (2) members of the School Advisory Council shall collaborate in creating a master schedule at each building site as soon as possible prior to the end of each school year.
11. Certified employees at the secondary level shall not have more than four (4) different courses to teach per day. Should they be asked to teach more than four courses, they shall be given additional preparation time. Teachers may agree to teach more than four (4) courses per day for additional compensation.
12. Employee participation in extra-curricular and co-curricular activities will be strictly voluntary, and employees will be compensated for all such participation.
13. One-half (1/2) day, two (2) times each school year will be scheduled for professional development. If the in-service is site specific then the School Advisory Council will determine the content.
14. One full professional development day will be scheduled at the beginning of the school year and again the first day following Winter Break.
15. In the event the administration in collaboration with the SAC recommends a workday be used for professional development the following conditions must be met:
 - a. The recommendation must come from the SAC to staff.

- b. There must be opportunity for discussion.
 - c. A vote must be taken and have ninety-five (95) percent approval.
 - d. Results must be documented and kept on file by the Principal for the duration of the school year and a copy sent to the Associate Superintendent.
16. If the in-service is to be district-wide, then a committee made up of three (3) members appointed by the Superintendent and three (3) members of the Association will determine the content of such meeting.

B. Non-Instructional Duties

1. Non-instructional duties shall be defined as duties outside the parameters of the core disciplines (instructional disciplines) taught within a school day.
2. Duty For Secondary/Elementary Staff
 - a. Non-instructional duties will be assigned equitably per site on a rotation basis as determined by each site.
 - b. Teachers will not transport students in teacher-owned vehicles. When a student is not picked up, a staff member may not transport the student. The SRO (School Resource Officer) or police will be called to transport the student(s) home.
 - c. The District and Association will develop a procedure to address issues concerning students left after the publicized ending time of school or an extra-curricular activity.
3. Required non-instructional assignments including playground, lunch, recess duty, bus duty or required before and/or after school supervision of students will be considered part of the employee's regular compensation.

ARTICLE VII

Employee Leave

A. Absent Without Leave

1. An employee shall be deemed “absent without leave” when absent from work because of:
 - a. A reason that conforms to a policy currently in effect but the maximum days provided for in that policy will be exceeded; or
 - b. A reason that does not conform to any policy currently in effect; or
 - c. Failure to report to work without prior notification to the direct supervisor.
2. An employee shall not be compensated for time lost due to being absent without leave. In the case of a documented emergency, an employee may appeal to the superintendent.
3. An employee who is absent from work without prior approval is subject to disciplinary action, as is one who was unable to obtain prior approval due to unusual circumstances and such approval is denied upon the employee’s return.

B. Professional/Support Staff – Personal Leave

1. Personal leave days may be accumulated by permanent employees of the system up to 180 days. Personal leave may be granted for any reason that the employee deems appropriate and is approved by the employee’s supervisor.
2. Personal leave is awarded for a period from July 1 to June 30, with the annual twelve, thirteen, or fourteen days (according to the number of months employed each year) available to employees, and is prorated according to time served.
3. A statement from a physician or other appropriate documentation must be submitted upon request of the site administrator for any absence of more than three (3) consecutive days, to be charged to personal leave. The statement must support the absence fully or salary shall be deducted for the entire period of absence. The Superintendent shall have the right to require an examination of any employee at any time by a competent physician or other health care provider as mutually agreed upon by the Superintendent and the employee or his/her designee, at district expense, and may refute a personal leave claim or may require an employee to go on personal leave. Said examination must take place as soon as possible.

4. Personal leave benefits shall not be paid during any period for which an employee is eligible for worker's compensation payments unless the employee has elected in writing to assign or pay his/her workers compensation payment to the district for the period during which the personal leave benefits are paid. In no event shall an employee be entitled to both personal leave benefits and worker's compensation payments during the same period. As used in this policy, "worker's compensation payments" refers only to wage replacement benefits under any worker's compensation act. In the event an employee received both personal leave benefits and worker's compensation for the same period, the district will deduct the amount of personal leave benefits paid (in the event no election has been made) or the amount of worker's compensation payments received by the employee (in the event an election has been made) from the next amount due the employee from the district.
5. If an employee exceeds their personal leave days, they shall be docked a day's pay for each day exceeding their allotment.

C. Professional/Support Staff – Professional Leave

Leaves from duty without deduction may be granted for professional visitation and attendance at job-related meetings, conferences and training sessions or other activities which in the supervisor's judgment would be beneficial to the work of the employee or to the district as a whole. Professional Leave requires the supervisor's prior approval.

D. Professional/Support Staff – Bereavement Leave

An additional three (3) days may be requested for the funeral of a family member. The definition of family applies to spouse, children, parents, siblings, grandparents, grandchildren, and like relations created by marriage. Up to five (5) additional days may be granted by the site administrator.

E. Family Medical Leave Act

See Board Policy GCCC, GCCC-EA, GCCC-EB, and GCCC-EC

F. Professional/Support Staff – Military/Legal Leave

See Board Policy GCCD, and GCCD-E

G. Jury Duty/Court Subpoena

1. Leaves from duty without deduction shall be granted to any employee where absence from duty is required by lawful subpoena to testify in court proceedings,

in an administrative hearing or for school related business, where the issue does not involve asserting or protecting one's own interest.

2. Leaves from duty without deduction shall be granted to any employee for appearance in court as a witness, to serve on a jury, or to respond to an official order from another government jurisdiction.
3. Employees shall notify their immediate supervisor of their desire to apply for such leave as soon as possible prior to the date services must be rendered.
4. Certified employees may not receive compensation from the District and from jury duty/court. However, reimbursement of expenses is permissible. Jury duty compensation, if issued, will be returned to the certified employee's site supervisor or the District Finance Office.

H. Professional/Support Staff – Annual Leave

1. Twelve month employees shall perform a work year of not more than 242 working days, which includes ten (10) days of annual leave. Work year may also include specified times during school holidays noted on the official school calendar. The actual work year for any given period is determined when the Board sets the school calendar.
2. Unused annual leave will accrue. . All annual leave arrangements require supervisor approval.
3. An employee who has accrued annual leave shall, upon termination of employment, be paid one (1) lump sum, not to exceed 20 days, as part of his/her salary for the unused annual leave and/or compensatory time off.
4. Only twelve-month (242 day) employees earn annual leave.

I. Professional/Support Staff – Sick Leave Bank

1. The Sick Leave Bank can only be used for catastrophic illness (catastrophic is defined as a life-threatening illness), surgery, a temporary disability requiring extended hospitalization or home confinement, or for the same reasons involving relatives of the employee when the employee is the sole caregiver for the relative, provided there is no one else to take care of that relative. Normal pregnancy or elective surgery is not considered to be valid reasons for Sick Leave Bank days. All sick, personal and comp time leave must be used before an employee is eligible to receive days from the Sick Leave Bank.
2. Any employee in the district who has accumulated ten (10) days or more may donate one (1) day to the Sick Leave Bank. Employees may contribute additional

days. Once the donated day is in the bank, the employee loses all control of that day. How the day is allocated will be the decision of the Review Board.

3. If the request is for an immediate family member, the Review Board can grant days. The employee can reapply for consideration for additional days, if needed. Approval for family member will only be made if the employee is the only one who can take care of that family member.
4. A doctor's medical report must be attached to the request for sick leave days from the bank. The report must specify the severity of the illness or indicate if any surgery is an emergency or elective procedure. It should also estimate the time needed for recovery and return to work.
5. The Review Board will grant up to a maximum of twenty (20) days at a time. Should the need exist for more days then the Review Board must approve of additional days. If the employee requests more than fifty (50) days, the Sick Leave Review Board will submit their recommendation to the superintendent for approval.
6. The decision of the Review Board shall be forwarded to the Superintendent and the applicant. If the decision favors the applicant, it shall stand. If the applicant is not satisfied with the decision, he/she may appeal the decision to the Superintendent. The appeal must be made within five (5) working days after notification of the Review Board's decision. The decision of the Superintendent is final. There shall be no further appeal.

J. Professional/Support Staff – Sick Leave Bank Review Board

1. A Review Board, jointly appointed by the Association and the Superintendent, made up of at least one (1) volunteer representative from each employee group (administrative, licensed, and classified) will be formed to review each case. This standing committee will look at the employee's past record on sick days used. Each decision requires a minimum of two (2) votes to approve or disapprove.
2. The Sick Leave Bank Review Board will have the authority delegated by the RMSD Board of Education to operate the Sick Leave Bank Program.
3. The RMSD Board of Education reserves the right to review and/or terminate the Sick Leave Bank Program at the end of each school year.

ARTICLE VIII

Student Discipline

- A. Discipline in the classroom and at the school site is the responsibility of the teachers with support from administration and the School Advisory Council. It is essential for the school staff to establish and communicate its discipline code for students and to establish a means for obtaining parent involvement in the disciplinary process.
- B. The school site discipline code will be published in the Parent/Student Handbook and online by the school before the start of the school year.
- C. Final Disciplinary decisions are the responsibility of the site administrator(s).
- D. When student's behavior is so egregious as to require long-term suspension or expulsion, the site administrator shall refer the student to the District Hearing Authority. Proceedings will follow board policy (JK and JKD).

ARTICLE IX

Grievance Procedure

A. Purpose

1. The purpose of this procedure is to secure, at the earliest possible time and at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise involving the matters dealt with in this Agreement. Both parties agree that these proceeding will be kept informal and confidential.
2. To pursue the goal of an equitable solution to all problems at the lowest appropriate level, a conference between the employee and building administrator and their representatives of choice is strongly recommended. The subject matter of such conferences will not be exclusionary—any and all areas of concern may be discussed.
3. All grievances will state the specific Agreement item violation, and what remedy is sought.
4. Nothing contained herein will limit the right of any employee to process a grievance as an individual without representation by the Association.

B. Definitions

1. A “grievance” is an allegation by an employee, group of employees, or the Association, that there has been a violation, misinterpretation or misapplication of a specific provision(s) of this Agreement.
2. An “aggrieved employee” is the employee or employees making the claim.
3. A “party in interest” is the employee or employees making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. The term “day” when used in this Article will mean working school days, unless otherwise stated. In filing grievances, appeals or providing responses, the first day to be counted in the grievance procedure will be the day following the act or discovery, receipt of a grievance or decision. During the summer months (the last day of school to the first contract day) “day” will be defined as Monday through Friday, excluding holidays.
5. The “immediate supervisor” is the lowest level administrator having immediate jurisdiction over the grievant and/or having been designated by the

Superintendent to adjust grievances. If an employee is assigned to a building, the principal will be the immediate supervisor.

6. A “grievant” or “aggrieved” will mean the employee or group of employees in the unit of the Association.
7. “Group grievance” is a grievance, which involves the same or similar allegations of those employees filing a group grievance, and the same supervisor, provided the claim is signed by those individuals in the group grievance.

C. Provisions

1. At all levels of the grievance procedure, an employee may discuss the matter with and may be accompanied by Association representative(s) in any meeting at any step in this procedure. If the employee desires to be accompanied by an Association representative(s), notification must be provided in advance of the meeting. The immediate supervisor may also have a representative(s) present provided the employee has been notified in advance of the meeting.
2. When possible all grievances after Level I will be scheduled outside the student’s day if the grievant is a classroom teacher.
3. When the aggrieved is not represented by the Association, the Association will be offered the opportunity to be present and make its views on the grievance known at all levels of the procedure.
4. If a situation affects a group or class of employees, whether or not any employees have chosen to file a grievance, the Association may file the grievance within fifteen (15) calendar days of the act or discovery of the act that caused the grievance, at the appropriate Supervisor’s Level, or, if the appropriate Supervisor does not have the authority to remedy the matter or a supervisor for the issue does not exist, at the Superintendent’s Level. The Association has the right to initiate a grievance at the Superintendent’s Level.
5. The District and the Association will collaboratively develop all forms to be used in the grievance process. All grievances, responses, and appeals must be filed on appropriate forms as provided by the District or the Association or must follow the same format as the collaboratively developed forms.
6. All written materials related to the processing of a grievance will be filed confidentially and separately from the employee’s personnel files. The name(s) of the grievant will remain confidential.

7. The District/Supervisory Personnel will provide the Association a copy of any written grievances filed on the required grievance form or facsimile of the form. Grievance appeals and/or responses will be provided to the Association in the same manner by the responding supervisor. The distribution will occur at the time of the receipt of the grievance, appeal or decision.
8. The processing of a grievance will be accomplished at times agreed to by the parties of the grievance. The employees participating in a grievance meeting will not bear any loss of pay as a result of this participation.
9. No party will take reprisals on any member of the unit, supervisor or administrator, Association representative(s), or other participant in the grievance procedure by reason of such participation.
10. The Association and, unless the law provides otherwise, the aggrieved employee will be required to exhaust the grievance procedure set forth in this Article, including arbitration, before seeking alternative remedies, provided that by doing so they will not be deemed to have waived or otherwise prejudiced any constitutional, statutory, or other legal rights that they may have.

D. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement.
2. The parties will make every reasonable effort to present all the evidence upon which they rely in support of their positions with respect to a grievance at the earliest possible step of the grievance procedure. Submission of new evidence at the arbitration stage may be grounds for adjourning the hearing if the arbitrator determines that such adjournment is warranted.
3. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced by mutual agreement so that the procedure may be exhausted prior to the end of the school year or soon thereafter.
4. The aggrieved must meet with the immediate supervisor at the Informal Conference Level (Level 1) within fifteen (15) calendar days of the act or discovery of the act that caused the grievance. An ongoing act can be discussed

within fifteen (15) calendar days of the latest occurrence. If the immediate supervisor does not meet with the aggrieved within seven (7) calendar days of the request for the meeting, the aggrieved may proceed by filing the written grievance at the Supervisor Level (Level 2).

E. Steps of Grievance

1. Level 1- Informal Conference

Prior to filing a grievance, the employee will meet with the immediate supervisor in an attempt to resolve the issue. Both the employee and the supervisor may have a representative present. The potential grievance will be identified by the employee and the remedy discussed. If the matter is not resolved, the employee may proceed to the Supervisor Level of the Grievance Procedure.

2. Level 2- Supervisor

- a. If the grievance is not settled at the Informal Conference Level, the aggrieved may, within seven (7) calendar days, submit a formal written grievance to the immediate supervisor.
- b. The grievance statement will identify the section of the Agreement alleged to have been violated, the circumstances involved, the specific remedy sought, and the date of the alleged act.
- c. The immediate supervisor will communicate a decision, in writing, within seven (7) calendar days after receiving the grievance.

3. Level 3- Superintendent

- a. If not satisfied with the decision at the Supervisor Level, the grievant may, within seven (7) calendar days of receipt of the decision, appeal the grievance in writing to the Superintendent.
- b. The Superintendent will meet with the aggrieved and/or representative(s) within seven (7) calendar days of the above request, or at an agreed upon date. The formal conference with the Superintendent will include the grievant and Supervisor involved in the grievance to review the record of the prior steps and other information that may be presented. Parties to the grievance may be accompanied by representative(s) to the meeting. The Superintendent will render a decision on the grievance within fifteen (15) calendar days following the formal conference.

4. Level 4- Mediation

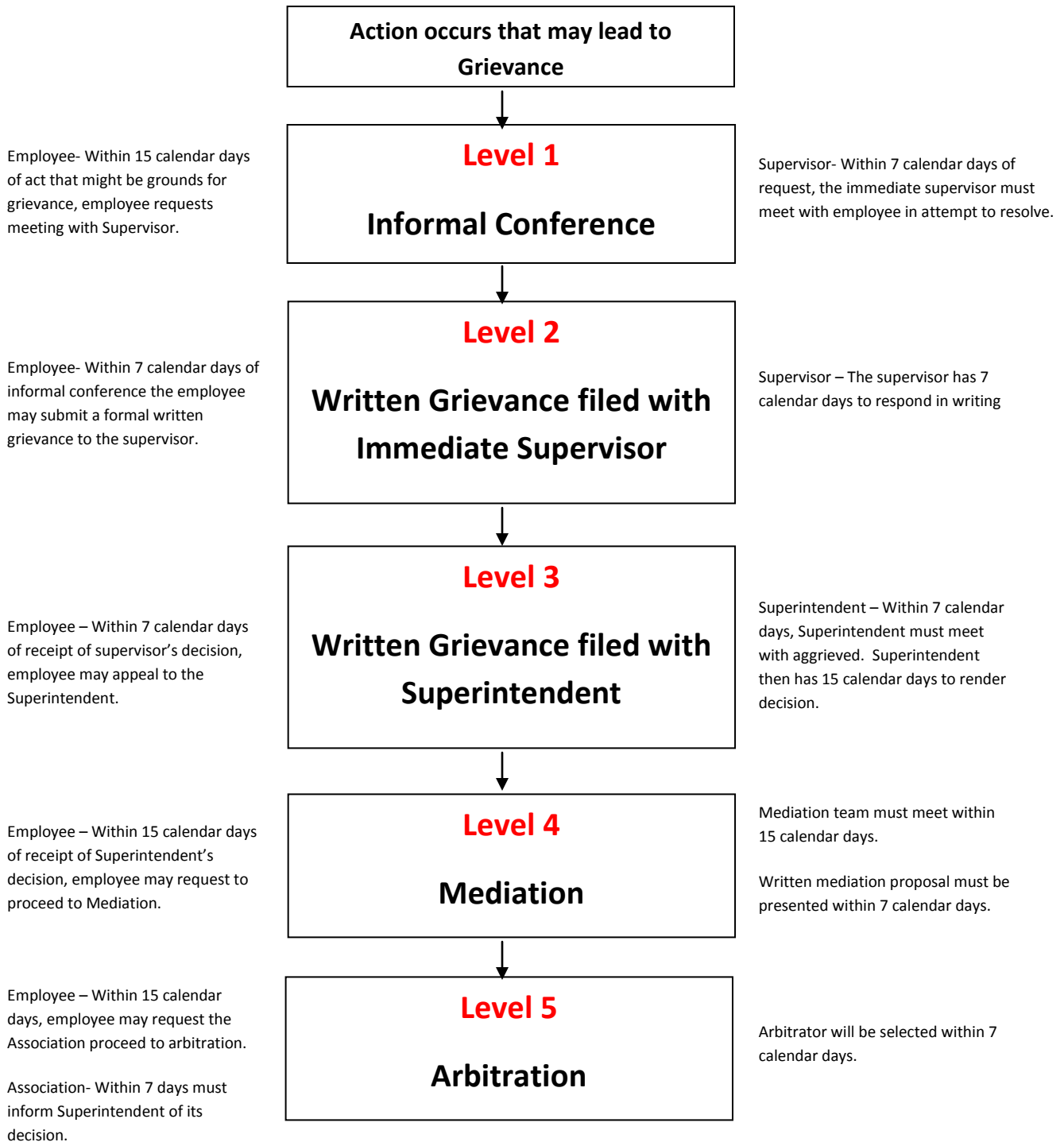
- a. If in the opinion of the aggrieved party a satisfactory settlement is not obtained, the aggrieved party may within fifteen (15) calendar days following receipt of the Superintendent Level response appeal the decision, in writing, to the Superintendent and Association. A mediation session will be scheduled by the Superintendent and Association President.
- b. The District designee and the Association designee will initiate the mediation process within fifteen (15) calendar days following receipt of the appeal, or at an agreed upon date. The mediation team (District designee and Association designee) will meet with all appropriate parties and collect other data and information as appropriate. Within seven (7) calendar days, a written mediation proposal will be presented to both parties for approval. By mutual agreement, the parties may extend this time limit to conduct further discussion.
- c. If the written mediation proposal is not approved by both parties or if a written mediation proposal is not developed, the aggrieved employee may within fifteen (15) calendar days, proceed to Arbitration Level. The written mediation proposal will become part of the record for Arbitration Level hearings.

5. Level 5- Arbitration

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level 4- Mediation, the grievant may, within fifteen (15) calendar days of the Mediation proposal, request in writing that the Association submit his or her grievance to arbitration. Within seven (7) calendar days the Association will inform the Superintendent of its decision.
- b. Within seven (7) calendar days following the appeal to Arbitration, the District and the Association will submit a list of potential arbitrators for consideration.
- c. The parties will strive to mutually agree upon the Arbitrator. If the parties fail to mutually agree upon the Arbitrator each party will strike one name followed by the other party striking one name until a single name remains and that person will become the Arbitrator. The party required to strike the first name will be determined by a flip of the coin. The process of striking names will occur within seven (7) calendar days of receipt of the list of both parties.

- d. The Arbitrator will conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitrators Association and the provisions of this Article. The Arbitrator's decision will be final and binding.
- e. If any question arises whether the grievance is subject to arbitration, such questions will be ruled upon by the arbitrator.
- f. The Arbitrator will have no authority to add to, subtract from or modify the terms of this Agreement, and the Arbitrator will interpret this Agreement in accordance with accepted arbitral standards of contractual interpretation.
- g. The Arbitrator's decision will be in writing and will set forth the Arbitrator's findings of fact, reasoning and conclusion of the issue submitted. The Arbitrator will be without power or authority to make any decision, which requires the commission of an act, prohibited by law or which is in violation of the terms of this Agreement. A copy of the decision will be submitted to the Superintendent, the aggrieved, and the Association.
- h. All costs of the services of the Arbitration, including, but not limited to; per diem expenses, travel and subsistence, and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.
- i. If any party requests a transcript of the proceeding, the party will bear the full costs for the transcript.
- j. The determination of the Arbitrator will be acted as soon as possible but in no case more than fifteen (15) calendar days, or within the time period designated by the arbitrator.

Grievance Procedure



The purpose of this procedure is to secure, at the earliest possible time and at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise involving the matters dealt with in this Agreement. See preceding pages for specific details and timelines.

ARTICLE X

Transfers and Reassignments

A. Definitions:

1. Assignment – The placement and responsibilities designated to an employee upon their hiring
2. Transfer – Employee initiated – lateral only
3. Reassignment – District initiated

B. Purpose:

1. Transfers are to allow the employee to pursue professional growth within the District they have served and to make positions available to the employees of the District.
2. Reassignments are to allow the District to respond to the changing needs and requirements of the schools. Reassignment does not refer to school or departmental/administrator collaboration in the development of class schedules or classes to meet student needs. Reassignment will not be used in place of disciplinary and/or evaluatory procedures.

C. All returning employees shall be given written notice of their transfers/reassignments for the forthcoming year. Any changes shall be based on student course enrollment and program requirements. All positions will be filled based on the following criteria:

1. Licensure - highly qualified status for position;
2. Program and/or instructional requirements;
3. Instructional experience and/or background in subject area;
4. Classroom observation;
5. Recommendations of interview committee;
6. All criteria above being equal, District seniority shall be the tiebreaker.

D. Notice/Posting of Vacancies

1. Vacancies will be posted via email and the Ruidoso Municipal Schools web site as soon as practical after they have become known and verified, including summer months.

2. Efforts will be made to make the notices available to all employees, but it will be the employee's responsibility to check the sites where the vacancies will be posted.
3. A copy of the monthly personnel report will be included in the Board Packet for the Association President.
4. Certified staff will be considered first for all vacancies and incremented positions.

E. Transfers

1. The employee will submit a transfer request form to the Director of Human Resources/designee and will provide a copy of the request to their immediate supervisor.
2. Transfer requests filed with the Director of Human Resources by March 1 of the current school year shall be considered before reassignments or new employees are placed.
3. The Director of Human Resources will acknowledge the request in writing as soon as practical.
4. The request will remain in effect for one school year (April 1 to April 1).
5. Qualified employees requesting to fill an available vacancy may request the opportunity for an interview with the site supervisor to make their qualifications known.
6. Employees who are trained in specific areas and where the District has a limited number of positions available will be considered for those positions even if such openings occur during the school year. Any other requests for transfer during the school year will not be considered unless unusual conditions exist.
7. Teachers formally interviewed for open positions will receive notice of the action taken on the position as soon as practical.
8. In the event a request for an open position is denied the employee may request a conference with the appropriate supervisor in order to discuss what the employee can do to enhance the probability of a future transfer. An employee may also request written reasons for the denial.
9. The Human Resources Technician will post all verified openings/vacancies internally for a minimum of one week via an all staff email.

10. If the position is not filled within one (1) week of the date of posting, it will be posted on the RMSD website and New Mexico Regional Education Application Program (REAP).

F. Reassignments

1. Reassignments may be affected by the following:
 - a. Reduction in Force,
 - b. Retirement,
 - c. Resignation,
 - d. Site Administrator requests,
 - e. District/site reorganization; based on student need and highly qualified status,
 - f. State mandates, or
 - g. District budgetary considerations.
2. An employee being reassigned will be guaranteed a position with no loss of compensation, unless reduction in force is required. In such case, the RIF procedure will be followed.
3. Reassigned staff will be notified in writing by May 15, or as soon as the need is confirmed.
4. All personnel affected by reassignment will be provided an opportunity for discussion with their supervisor and/or the Superintendent before placement is finalized.

ARTICLE XI

Employee Compensation, Experience, and Benefits

A. Employee Compensation

1. Salary schedules shall be mutually agreed upon by the Association and the District. (see appendix B)
2. The District and the Association agree for the contract year 2010-11: the District salary schedules years of experience column will be adjusted upward one (1) year for all employees of the bargaining unit employed in the District during the 2009-2010 year.
3. For 2010-2011 only, no percentage increase will be applied to the 2010-2011 base amounts for any employee of the bargaining unit. Nor will any employee be reduced in base pay for this same duration.
4. Should additional funding in the Operational Budget become available during the 2010-2011 contract year, those funds shall be applied to an equitable salary increase of at least one (1) percent for all employees of the bargaining unit, and shall not be an average of salary increases.

B. Certified Staff - Credit for Teaching Experience

1. For certified staff, full credit will be given for all teaching experience in all in-state or out-of-state accredited schools.
2. Two thirds (2/3) to full amount of contract days (one hundred twenty-one through one hundred eighty [121-180] days of contract fulfilled) will equal one (1) year of teaching experience.

C. Certified Staff - Credit for Military Service

Credit will be allowed on the salary schedule for active, full-time military service, not to exceed four (4) years. This is not intended to refer to National Guard, Reserves, R.O. T.C., or the like, unless that serviceman has been called to active duty beyond their required initial training period.

D. Credit for Course Work and Tier Licensure Advancement

1. Each employee has sole responsibility for maintaining valid and up-to-date licenses, as applicable and in accordance with requirements of the Professional Licensure Bureau of the New Mexico Public Education Department.

2. Documentation (including dossier completion, certificate notification, and official transcripts) indicating advancement to the next licensure level and /or any completing coursework that will affect placement on the salary schedule must be presented to the central office by October 1 of the current school year.
3. Transcripts and/or documentation regarding licensure level received after the October 1 deadline will not be recognized for salary changes until the next contract year.

E. Direct Deposit

Direct Deposit shall be the standard method of payment for all new employees.

F. Fringe Benefits

1. Each employee that works twenty (20) hours per week or more shall be eligible for the benefits set forth in this section unless otherwise indicated. Upon employment with the District, an employee shall be provided an explanation of the benefits to which the employee is entitled. Each employee shall be provided with a brochure, if available, outlining plan benefits for each plan chosen by the employee.
2. The District agrees to provide the option to all employees of the bargaining unit to enroll in the New Mexico Public Schools Insurance Authority programs of medical, dental, vision, life and long-term disability insurance benefits, although the long-term disability insurance benefit is paid 100% by the employee.
3. The District shall assume at least the minimum percentage of premium cost required by law for all employee insurance programs.
4. The District provides professional liability and Worker's Compensation coverage for employees in accordance with New Mexico law and NMPSIA directive.
5. Relative memoranda from the NMPSIA to the District shall be forwarded to the Association within ten (10) working days of receipt. Any changes required by NMPSIA will be addressed by both parties.

ARTICLE XII

Duration and Terms of Agreement

- A. Upon ratification by both parties, this Agreement shall become effective at 12:01 a.m., July 1, 2010 and will continue in effect until 11:59 p.m., June 30, 2012, with the exception of employee compensation, which shall be negotiated annually. In addition, each party reserves the right to have one reopener per year.
- B. Should the parties fail to reach and ratify a replacement agreement by 11:59 p.m., June 30, 2012 the provisions of the Agreement shall continue in full force and effect until agreement and ratification of a successor Agreement occurs.
- C. In witness, whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective spokesperson and their signatures placed hereon.

_____	_____	_____	_____
Board President	Date	Association President	Date
_____	_____	_____	_____
Board Secretary	Date	Association Secretary	Date
District Negotiation Team		Association Negotiation Team	
_____	_____	_____	_____
Patty White - Spokesperson	Date	Brian Brown - Spokesperson	Date
_____	_____	_____	_____
George Heaton	Date	Martha Sanchez	Date
_____	_____	_____	_____
Yvonne Perez	Date	Kevin Clawson	Date
_____	_____	_____	_____
Kerry Gladden-Eastep	Date	Renee Miletic	Date
		_____	_____
		Dean Hood	Date

Appendix A

TITLE 6 PRIMARY AND SECONDARY EDUCATION
CHAPTER 60 SCHOOL PERSONNEL-GENERAL PROVISIONS

PART 9 LICENSURE REQUIREMENTS, CODE OF ETHICAL RESPONSIBILITY OF THE EDUCATION
PROFESSION

6.60.9.1 ISSUING AGENCY: Public Education Department

[6.60.9.1 NMAC - N, 04-30-01; A, 10-17-05]

6.60.9.2 SCOPE: All licensed personnel. The New Mexico public education department (PED) hereby sets minimal standards of accepted ethical behavior and professional conduct in education that are applicable to all licensed school personnel, instructional personnel under contract, including any other person who provides instructional or education-related services in a school and who holds any license, certificate or written authority issued by the PED.

[6.60.9.2 NMAC - N, 04-30-01; A, 10-17-05; A, 10-31-06]

6.60.9.3 STATUTORY AUTHORITY: Sections 22-2-1B, 22-2-2J and 22-10A-31 NMSA 1978.

[6.60.9.3 NMAC - N, 04-30-01; A, 10-17-05]

6.60.9.4 DURATION: Permanent

[6.60.9.4 NMAC - N, 04-30-01]

6.60.9.5 EFFECTIVE DATE: April 30, 2001, unless a later date is specified at the end of a section.

[6.60.9.5 NMAC - N, 04-30-01]

6.60.9.6 OBJECTIVE: The PED seeks to make ethical values and ethical leadership an integral part of the day to day activities of schools, and holds all persons within the scope of this rule accountable for adhering to minimal standards of accepted professional conduct and ethical behavior. The PED accepts the recommendations of its professional practices and standards council and the ethics subcommittee that a code of ethics and standards of professional conduct applicable to the education profession will infuse the learning environment with choices and values designed to assist in shaping young minds into educated, responsible citizens.

[6.60.9.6 NMAC - N, 04-30-01; A, 10-17-05; A, 10-31-06]

6.60.9.7 DEFINITIONS: "Ethical misconduct" means behavior or conduct engaged in by a licensed or certified school employee that violates the minimal standards of accepted ethical behavior and professional conduct listed in the standards of professional conduct section of this rule, or that constitutes the grounds for revoking licensure listed in 6.63.8 NMAC except for failure to meet level 3-A competencies.

[6.60.9.7 NMAC - N, 10-31-06]

6.60.9.8 CODE OF ETHICS: We, professional educators of New Mexico, affirm our belief in the worth and dignity of humanity. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard as essential to these goals the protection of freedom to learn and to teach with the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards. We acknowledge the magnitude of the profession we have chosen, and engage ourselves, individually and collectively, to judge our colleagues and to be judged by them in accordance with the applicable provisions of this code.

A. Principle I: Commitment to the student. We measure success by the progress of each student toward achievement of his/her maximum potential. We therefore work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. We recognize the importance of cooperative relationships with other community institutions, especially the home. In fulfilling our obligation to the student, we:

- (1) deal justly and considerately with each student;
- (2) encourage the student to study and express varying points of view and respect his/her right to form his/her own judgment;
- (3) conduct conferences with or concerning students in an appropriate place and manner;
- (4) seek constantly to improve learning facilities and opportunities.

B. Principle II: Commitment to the community. We believe that patriotism in its highest form requires dedication to the principles of our democratic heritage. We share with all other citizens the responsibility for the development of sound public policy. As educators, we are particularly accountable for participating in the development of educational programs and policies and for interpreting them to the public. In fulfilling our obligations to the community, we:

- (1) share the responsibility for improving the educational opportunities for all;
- (2) recognize that each educational institution has a person authorized to interpret its official policies;
- (3) acknowledge the right and responsibility of the public to participate in the formulation of educational policy;
- (4) evaluate through appropriate professional procedures conditions within a district or institution of learning, make known serious deficiencies, and take action deemed necessary and proper;
- (5) assume full political and citizenship responsibilities, but refrain from exploiting the institutional privileges of our professional positions to promote political candidates or partisan activities;
- (6) protect the educational program against undesirable infringement, and promote academic freedom.

C. Principle III: Commitment to the profession. We believe that the quality of the services of the education profession directly influence the future of the nation and its citizens. We therefore exert every effort to raise educational standards, to improve our service, to promote a climate in which the exercise of professional judgment is encouraged, to demonstrate integrity in all work-related activities and interactions in the school setting, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the

value of united effort, we contribute actively to the support, planning, and programs of our professional organizations. In fulfilling our obligations to the profession, we:

- (1) recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative of our profession;
- (2) participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education;
- (3) cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns, and those colleagues new to their positions;
- (4) accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities;
- (5) refrain from assigning professional duties to nonprofessional personnel when such assignment is not in the best interest of the student;
- (6) refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues;
- (7) keep the trust under which confidential information is exchanged;
- (8) make appropriate use of the time granted for professional purposes;
- (9) interpret and use the writings of others and the findings of educational research with intellectual honesty;
- (10) maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts;
- (11) respond accurately to requests for evaluation of colleagues seeking professional positions;
- (12) provide applicants seeking information about a position with an honest description of the assignment, the conditions of work and related matters.

D. Principle IV: Commitment to professional employment practices. We regard the employment agreement as a solemn pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. Sound professional personnel relationships with governing boards are built upon integrity, dignity, and mutual respect between employees, administrators, and local school boards. In fulfilling our obligations to professional employment practices, we:

- (1) apply for or offer a position on the basis of professional and legal qualifications;
- (2) apply for a specific position only when it is known to be vacant and refrain from such practices as underbidding or commenting adversely about other candidates;
- (3) fill no vacancy except where the terms, conditions, and policies are known;
- (4) adhere to and respect the conditions of a contract or to the terms of an appointment until either has been terminated legally or by mutual consent;

(5) give prompt notice of any change in availability of service, in status of applications, or in change in position;

(6) conduct professional business through recognized educational and professional channels.

[6.60.9.8 NMAC - N, 04-30-01]

6.60.9.9 STANDARDS OF PROFESSIONAL CONDUCT:

A. Preamble

(1) We, licensed New Mexico educators acknowledge that ethical values in our schools cannot exist without ethical leadership. It is our ultimate goal to educate children so that they may become productive citizens; we understand that our guidance and ability to provide choices has a profound effect on reaching this goal. In affording students and each other choices, we agree to consider the consequence of each choice, the moral value best exemplified by the recommended choice, and our position on the choice if it were applied to us. These principles apply equally to all licensed educators in all schools except where they are uniquely applicable to public schools or where they conflict with principles of religious freedom.

(2) Moral values are to ethical leadership what years of experience are to a successful educator. The former sets the stage for success of the latter. Abstract principles that espouse excellence do not easily equate into simple behavioral maxims. We are certain that some foundational concepts can be embraced because they truly celebrate desirable moral values. These concepts are: respect for one's self and others, honesty and openness, the delicate balance between absolute freedom and safety, the equally delicate balance between confidentiality and the right to know, equality of opportunity, fairness to all, and personal integrity.

(3) In the final analysis it is our consistent ethical leadership that wins the most allies and produces the best results. Not only does this code highlight our professional responsibilities, but also it stimulates us to discuss the professional implications of our ethical choices and ethical recommendations, causes us to assess and reassess our application of moral values, and sets forth concrete behaviors appropriate for education professionals. We are committed to this code and understand that it provides minimally accepted standards of professional conduct in education.

B. Standard I: Duty to the student. We endeavor to stimulate students to think and to learn while at the same time we seek to protect them from any harm. Ethical leadership requires licensed educators to teach not only by use of pedagogical tools, but also by consistent and justifiable personal example. To satisfy this obligation, we:

(1) shall, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Section 1232g, 34C.F.R. Part 99), the Individuals with Disabilities Education Act (20 U.S.C. Section 1401 *et seq.*, 34 C.F.R. Part 300), the Mental Health and Developmental Disabilities Code (Section 43-1-19, NMSA 1978), the Inspection of Public Records Act (Section 14-2-1 *et seq.*, NMSA 1978), the Public School Code (Section 22-1-8, NMSA 1978), and the Children's Code (Sections 32A-2-32, 32A-4-3, NMSA 1978), withhold confidential student records or information about a student or his/her personal and family life unless release of information is allowed, permitted by the student's parent(s)/legal guardian, or required by law;

(2) shall not discriminate or permit students within our control, supervision or responsibility to discriminate against any other student on the basis of race, color, national origin, ethnicity, sex, sexual orientation, disability, religion, or serious medical condition;

(3) shall avoid using our positions as licensed school employees to exploit or unduly influence a student into engaging in an illegal act, immoral act, or any other behavior that would subject a licensed school employee or student to discipline for misconduct whether or not the student actually engages in the behavior;

(4) shall tutor students only in accordance with local board policies, if any, only after written permission from the student's parent(s)/legal guardian, and only at a place or time approved by the local school and/or the student's parent(s)/legal guardian;

(5) shall not give a gift to any one student unless all students situated similarly receive or are offered gifts of equal value for the same reason;

(6) shall not lend a student money except in clear and occasional circumstances, such as where a student may go without food or beverage or be unable to participate in a school activity without financial assistance;

(7) shall not have inappropriate contact with any student, whether or not on school property, which includes but is not limited to:

(a) all forms of sexual touching, sexual relations or romantic relations;

(b) inappropriate touching which is any physical touching, embracing, petting, hand-holding, or kissing that is unwelcome by the student or is otherwise inappropriate given the age, sex and maturity of the student;

(c) any open displays of affection toward mostly-boys or mostly-girls; and

(d) offering or giving a ride to a student unless absolutely unavoidable, such as where a student has missed his/her usual transportation and is unable to make reasonable substitute arrangements;

(8) shall not interfere with a student's right to a public education by sexually harassing a student or permitting students within our control, supervision or responsibility to sexually harass any other student, which prohibited behavior includes:

(a) making any sexual advances, requests for sexual favors, repeated sexual references, any name calling by means of sexual references or references directed at gender-specific students, any other verbal or physical conduct of a physical nature with a student even where the licensed educator believes the student consents or the student actually initiates the activity, and any display/distribution of sexually oriented materials where students can see them; and

(b) creating an intimidating, hostile or offensive work/school environment by at a minimum engaging in any of the prohibited behaviors set forth at Paragraph (7) or Subparagraph (a) of Paragraph (8), Subsection B of 6.60.9.9 NMAC, above.

C. Standard II: Duty to the profession. The education profession has been vested by the public with an awesome trust and responsibility. To live up to that lofty expectation, we must continually engender public confidence in the integrity of our profession, and must strive consistently in educating the children of New Mexico, all of whom will one-day shape the future. To satisfy this obligation, we:

(1) shall not make a false or misleading statement or fail to disclose a material fact in any application for educational employment or licensure;

- (2) shall not orally or in writing misrepresent our professional qualifications;
- (3) shall not assist persons into educational employment whom we know to be unqualified in respect to their character, education, or employment history;
- (4) shall not make a false or misleading statement concerning the qualifications of anyone in or desiring employment in education;
- (5) shall not permit or assist unqualified or unauthorized persons to engage in teaching or other employment within a school;
- (6) shall not disclose personal, medical, or other confidential information about other educational colleagues to anyone unless disclosure is required or authorized by law;
- (7) shall not knowingly make false or derogatory personal comments about an educational colleague, although first amendment protected comments on or off campus are not prohibited;
- (8) shall not accept any gratuity, gift, meal, discount, entertainment, hospitality, loan, forbearance, favor, or other item having monetary value whose market value exceeds \$100, excluding approved educational awards, honoraria, plaques, trophies, and prizes;
- (9) shall avoid conduct connected with official duties that is unfair, improper, illegal or gives the appearance of being improper or illegal;
- (10) shall not sexually harass any school employee, any school visitor or anyone else we might encounter in the course of our official duties, which includes:
 - (a) making any sexual advances, requests for sexual favors, repeated sexual references, and name calling by means of sexual references or references directed at any gender-specific individuals named above;
 - (b) making any other verbal gesture or physical conduct with any of the above-named individuals even where the licensed educator believes they consent or they actually initiate the activity;
 - (c) displaying or distributing any sexually oriented materials where the above-named individuals can see them; and
 - (d) creating an intimidating, hostile, or offensive work/school environment by engaging in any of the prohibited behaviors set forth at Subparagraphs (a), (b) or (c), Paragraph (10), Subsection C of 6.60.9.9 NMAC, above;
- (11) shall educate oneself at least annually about avoiding sexual harassment by either attending periodic training, reviewing sexual harassment literature or the EEOC guidelines found at Title 29 Code of Federal Regulations Part 1604 (29 C.F.R. Section 1604.1 *et seq.*), or contacting appropriate school human resources personnel;
- (12) shall not engage in inappropriate displays of affection, even with consenting adults, while on school property or during school events off campus;
- (13) shall not without permission of a supervisor use public school property to conduct personal business or our personal affairs;

(14) shall use educational facilities and property only for educational purposes or purposes for which they are intended consistent with applicable policy, law and regulation;

(15) shall not discriminate against any school employee, or any other person with whom we have any dealings or contact in the course of our official duties, on the basis of race, color, national origin, ethnicity, sex, sexual orientation, disability, religion, or serious medical condition;

(16) shall not engage in any outside employment:

(a) the performance of which conflicts with our public school duties, such as where a licensed educator takes a private job that would require performance in the very school district where he/she is employed;

(b) where we use confidential/privileged information obtained from our public school employment as part or all of our private employment duties; and

(c) that impairs our physical ability to perform our school duties;

(17) shall not, with the intent to conceal/confuse a fact, change or alter any writing or encourage anyone else to change or alter any document:

(a) in connection with our official school duties;

(b) in connection with another licensed person's official school duties;

(c) in connection with any standardized or non-standardized testing;

(d) in connection with any school application or disclosure process; and

(e) in connection with any writing submitted to the public education department related to our initial or continued licensure, including endorsements;

(18) shall not in connection with any state board-approved teacher test knowingly make any misrepresentations about one's identity, or engage in any false or deceptive acts of test-taking or test-registering;

(19) shall not engage in any conduct or make any statement:

(a) that would breach the security of any standardized or non-standardized tests;

(b) that would ignore administering portions or the entirety of any standardized or non-standardized testing instructions;

(c) that would give students an unfair advantage in taking a standardized or non-standardized test;

(d) that would give a particular school or a particular classroom an unfair advantage in taking a standardized or non-standardized test; and

(e) that would assist students in obtaining services or benefits for which they do not qualify or are not entitled;

(20) shall not, when on school property or off campus while representing the school or attending a

school function, engage in violent, abusive, indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct which tends to disturb the peace;

(21) shall not hold, or continue to hold, employment for which educator licensure or certification is required when the individual knew, should have known or is informed by the PED, that the individual does not hold the required credentials; and

(22) shall not use school information technology equipment, hardware, software or internet access to view, download, display, store or print pornographic images or advertisements, nude images, or sexually explicit depictions or language;

(23) shall not engage in unprofessional conduct, which conduct shall include but not be limited to the following:

(a) striking, assaulting or restraining a student for no valid reason;

(b) using any written or spoken words in public schools or at school events that are inflammatory, derogatory or otherwise demonstrate a bias against a person or group, on the basis of their race, religion, culture, ethnicity, sexual preference, sexuality or physical disability;

(c) bringing firearms onto school property or possessing them on school property, except with proper authorization;

(d) possessing or consuming alcohol beverages at school;

(e) possessing or using illegal drugs;

(f) being under the influence of alcohol or illegal drugs at school;

(g) actively obstructing an investigation into the possible unethical or illegal conduct of a school employee; and

(h) engaging in favoritism or preferential treatment toward any school employee or applicant in regards to that individual's hiring, discipline, terms of employment, working conditions or work performance due to that individual's familial relationship with the licensee;

(24) shall report any knowledge of inappropriate contact, as provided by Paragraph (7) of Subsection B of 6.60.9 NMAC with a student or other school employee to the local school authority within 30 days of obtaining such knowledge.

[6.60.9.9 NMAC - N, 04-30-01; A, 10-17-05; A, 10-31-06]

6.60.9.10 FAILURE TO COMPLY WITH THIS CODE: The PED finds that adherence to this code of ethical responsibility has a significant bearing on licensed personnel's competence, turpitude or the proper performance of their duties. It makes the same finding for any other person providing instructional or education-related services in a school who holds any license, certificate or written authority issued by the instructional or education-related services in a school who hold any license, certificate or written authority issued by the PED. Both the code of ethics and standards of professional conduct are intended to provide a valuable framework of personal ethics to assist educators and administrators in their interaction with colleagues, students and parents. However, the standards of professional conduct establish minimal standards of acceptable professional conduct with which all

educators and administrators are required to comply. Therefore, the PED through the educator ethics bureau may revoke, suspend or take other appropriate action against any educator license of any person, or may deny applications for initial licensure or continuing licensure to any person, who is within the scope of this rule, and who after hearing, is found to have engaged in ethical misconduct, by failing to comply with one or more of the enumerated provisions of the standards of professional conduct set forth in 6.60.9.9 NMAC, above, exclusive of the preamble. All hearings and attendant notices shall be conducted and served pursuant to the Uniform Licensing Act 61-1-1 through 61-1-31, NMSA 1978 and either 6.68.2 NMAC or 6.68.3 NMAC.

[6.60.9.10 NMAC - N, 04-30-01; A, 10-17-05; A, 10-31-06]

6.60.9.11 DISSEMINATION OF THIS CODE: The PED shall adopt measures to ensure that this code of ethical responsibility receives the widest possible dissemination to all persons falling within its scope. Such measures include but are not limited to:

- A. providing information about the code of ethical responsibility directly through the PED and the PED's application process;
- B. providing information about the code of ethical responsibility to all school districts, charter schools, and non-public schools accredited by the PED;
- C. notifying any school district, charter school or private school accredited by the PED of the decision and order of the PED after the PED has taken final licensure action against one of that school's PED licensed employees based in whole or in part on a failure to comply with the standards of professional conduct;
- D. any other reasonable measure that is calculated to result in the widest dissemination of the PED's code of ethical responsibility and notification of the consequences of failure to comply with the standards of professional conduct.

[6.60.9.11 NMAC - N, 04-30-01; A, 10-17-05; A, 10-31-06]

6.60.9.12 REPORTING REQUIREMENT: It is the duty of each school superintendent or charter school administrator to provide prompt written notification to the director of the educator ethics bureau after taking final action to discharge or terminate the employment, based in whole or in part on a violation of the standards of professional conduct in this rule, of any certified or licensed school employee, or any other person providing instructional or education-related services in a school under written authority of the PED.

[6.60.9.12 NMAC - N, 04-30-01; A, 10-17-05; A, 10-31-06]

HISTORY OF 6.60.9 NMAC:

PRE-NMAC REGULATORY FILING HISTORY: The material in this part was derived from that previously filed with the State Records Center and Archives under: SBE Regulation No. 90-4, Professional Licensure Unit Operational Bylaws of the Professional Standards Commission including Code of Ethics of the Education profession, filed November 21, 1990. SBE Regulation No. 93-16, Professional Licensure Unit Operational By laws of the Professional Standards Commission including Code of Ethics of the Education Profession, filed July 20, 1993.

NMAC HISTORY:6 NMAC 4.2.1.1, Operational Bylaws of the Professional Standards Commission Including Code of Ethics of the Education Profession, filed December 11, 1998.