

Master Contract Recognizing the Joint Commitment

between

Central Consolidated School District and

Central Consolidated Education Association

COLLECTIVE BARGAINING AGREEMENT 2021-2022

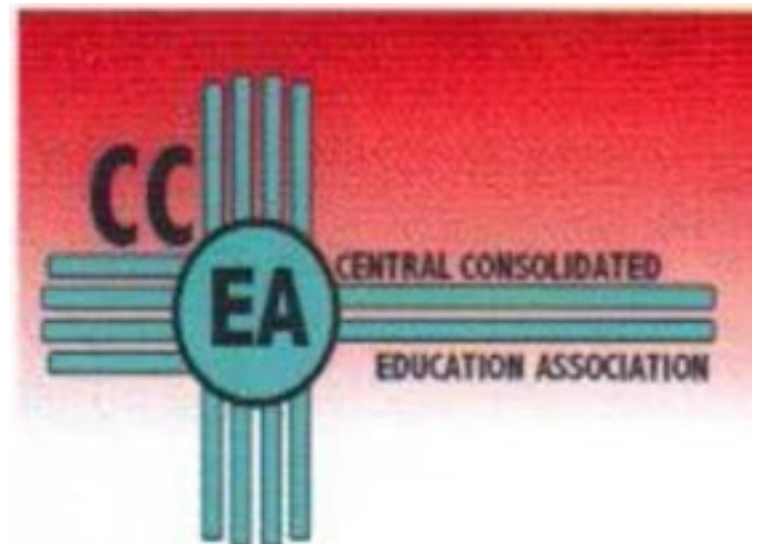


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(NOTE: Unless otherwise specified, all articles apply to all employees in the Certified, Transportation, and Education Support Professionals units.)

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PREAMBLE

The District and the Association believe in and support the philosophy and the process of Interest Based Bargaining. This process requires that participants collaborate in a transparent manner to reach equitable solutions to issues and concerns. This Agreement is the result of that philosophy and process.

The Superintendent of Schools and the Association President want to acknowledge the efforts of Federal Mediation and Conciliation Service (FMCS) Director David Martinez, who has invested a great deal of time in training many CCSD employees in the Interest Based Bargaining process. Mr. Martinez has made a difference in our District by strengthening the relationship between the District and the Association. We thank him for his generous support, which has enabled our District to be more successful in all our endeavors.

In addition to the Guiding Principles that have been adopted by the Board of Education and fully supported by the Association, the parties have entered into this Agreement with total commitment to providing all students, staff and community members the greatest opportunities to develop partnerships that promote student and staff success.

This Agreement is ours and we will strive to build trust in our working relationships by honoring our words and our commitment

ARTICLE ONE PURPOSE

THIS AGREEMENT is entered into between Central Consolidated School District (CCSD), hereinafter referred to as "the District," and Central Consolidated Education Association (CCEA), hereinafter referred to as "the Association," to provide terms and conditions of employment for all employees of the District in the position listed in Appendix A (Certified Employees), Appendix B (Transportation Employees), and Appendix C (Educational Support Professionals), all of whom shall hereinafter be referred to as "the bargaining unit."

ARTICLE TWO ASSOCIATION RECOGNITION

In Accordance with the Public Employee Bargaining Act ("PEBA"), the District hereby recognizes the Association as the exclusive representative of the bargaining unit employees covered by this Agreement for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

**ARTICLE THREE
NON-DISCRIMINATION**

- A. The District and the Association agree that each will not interfere with the rights of the bargaining unit employees to join, or refrain from joining, the Association; and agree that each will not directly or indirectly discriminate against, interfere with, coerce, restrain, demote, transfer, or discipline a bargaining unit employee because of an employee's membership or non-membership in the Association or because of an employee's status as representative or officer of the Association.
- B. Both the District and the Association agree that they shall not discriminate against a bargaining unit employee because of action taken in processing grievances under the provisions of this Agreement.
- C. In a desire to restate their respective policies, neither the District nor the Association shall unlawfully discriminate against a bargaining unit employee because of race, color, sexual orientation, religion, gender, age, national origin, political affiliations, disability, marital status, or veteran status.

**ARTICLE FOUR
DEFINITIONS**

- A. The term "employee" shall mean persons who are considered certified, transportation, or educational support professionals who are all in the bargaining unit.
- B. The term "District" shall mean the Central Consolidated School District (CCSD).
- C. The term "Association" shall mean the Central Consolidated Education Association (CCEA).
- D. The term "Board" shall mean the Board of Education of the Central Consolidated School District.
- E. The term "Superintendent" shall mean the Superintendent of Schools or designee.
- F. The term "President" shall mean the President of the Association or designee.
- G. The term "immediate supervisor" shall mean the supervisor or management person in charge of the staff, facility, or administrative function.
- H. The term "building" or "facility" shall mean any work location or functional location within the District's responsibilities.
- I. The term "days" and "workdays" shall mean days that the Central Administrative Offices are open for business.

**ARTICLE FIVE
MANAGEMENT RIGHTS**

- A. The Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Mexico and federal laws unless specifically limited by the provisions of this Agreement.
- B. The Board or its supervisory personnel shall also have the following rights:
 - 1. to direct and supervise all operations, facilities, schedules, functions, and work of its

- employees;
- 2. to hire, evaluate, assign, promote, demote, retain, discipline, suspend, lay-off, discharge, or terminate employees;
- 3. to develop and revise position descriptions;
- 4. to determine the mission of the District and the nature of programs and services offered to students and stakeholders of the School District;
- 5. to determine staffing requirements and eliminate or increase positions;
- 6. to determine qualifications for employment;
- 7. to take such action as may be necessary in time of emergency when such a situation is declared to exist by the School Board or the Superintendent;
- 8. to enter into contracts with individuals, agencies, or companies for services or materials; and
- 9. to manage and exercise judgment on all matters not prohibited by this Agreement or by the Public Employee Bargaining Act.

**ARTICLE SIX
ASSOCIATION RIGHTS**

- 1. A. The parties agree that every employee in the bargaining unit shall have the right to organize, join, and support the Association for the purpose of engaging in collective bargaining with respect to hours, wages, and other conditions of employment so long as such activity does not interfere with the duties of the workday. Public employees have the right to refuse any such activities. The Association may use the District e-mail for the dissemination of Association material, literature, or correspondence. The Association will have access to place official notices in individual employee mailboxes with the understanding that local administration will be provided with a copy. The notice must be placed in the mailboxes by an official of the Association during non-instructional non-duty time. The Association shall not use District supplies or District paid time other than what is specifically provided by PEBA to conduct Association business.
- 2. The Association may use District equipment, for Association business provided that it pays reasonable costs, is responsible for any damages, and that its use is not burdensome to the District. The District shall permit the Association's use of facilities for purposes of conducting meetings with the represented employees in the bargaining unit consistent with PEBA and Board Policies regarding facility use by Non-District parties and any long-term facility use agreement in place between the Association and the District (Attached as Appendix E). The District and Association agree to work together on scheduling conflicts so that the needs of the District, the Association, and other community uses are appropriately balanced. Within the parameters of this paragraph, the Association may hold the meetings at a time and place set by the Association; conduct meetings without undue interference; establish reasonable rules regarding appropriate conduct for meeting attendees consistent with the school setting and Board Policies; conduct such meetings at the employees' regular work location before or after

the employees' regular work hours, during meal periods and during any other break periods. The meetings described in this section shall not interfere with the public employer's operations.

3. The District shall make available to the Association upon its request, and in accordance with applicable law, any public, relevant, available, non-confidential, or non-privileged information during collective bargaining. This shall not require the District to develop new reports.
- B. Each principal or supervisor will designate a reasonable space for the Association to hang a bulletin board which it purchases, or the Association may continue to use bulletin boards currently utilized, provided such bulletin boards are not readily accessible to students. The Association may post official notices provided a copy of such documents are given to the building supervisor. Documents shall be professional in nature and strive to promote good relations across the workplace. Such postings shall not criticize District employees, supervisors, managers, management staff, elected officials or the Association.
- C. The Association will be provided space to set up an information table at the District All Staff back-to-school meeting and the District New Employee Orientation meeting. The Association will be allotted a minimum of 15 minutes on the agenda for the new employee orientation. If the District does not conduct a new employee orientation the Association will be provided an opportunity to meet with new employees within 30 days of hire for a period of at least 30 minutes during non-instruction time.
- D. The Association has the right to have representative(s) at each facility. The Association President will notify the Director of Human Resources in writing by September 15th of each year of the name of each representative. Representative(s) shall have the right to bring matters of concern to the attention of the principal or immediate supervisor as well as the right to meet with members of the bargaining unit and distribute information. When there is not a designated building representative the Association will name a designee.
- E. Any bargaining unit member has a right to have an Association representative at any meeting with a supervisor. This language does not apply to Article 12. Evaluations. In accordance with Board Policy, any discipline documented in or otherwise resulting from Article 12 evaluations may be addressed with union representation at a subsequent meeting at the employee's discretion.
- F. When a meeting between an employee and a supervisor is scheduled, if the employee requests that an Association representative participate but no Association representative is available, the meeting will be rescheduled but will not be delayed more than forty-eight (48) hours, except for emergencies.
- G. The Association may be granted professional leave to participate in NEA or NEA-NM trainings, conventions, and conferences up to a total of fifteen (15) days a school year subject to the approval by the Superintendent if the material is determined to be of value to the District. It is understood that the Association will pay for substitutes at the current substitute rate. The District will invoice the Association for the cost of substitutes.
- H. Whenever any representative of the Association is asked by the District to participate during working hours in or meetings, he/she shall suffer no loss in pay and shall be granted professional leave for any meeting that occurs during the work day.

- I. The Association shall have the right to speak to items under consideration by the Board at board meetings in accordance with guidelines in state law or board policy. In accordance with the District's procedures and state law, the Association may request that issues be placed on the Board's meeting agenda. A copy of the board agenda, minutes, and non-confidential attachments will be provided via electronic format to the Association President/designee on the same day it is provided to Management staff.
- J. Notification of new hires and their facilities/locations as well as resignations and retirements shall be provided monthly to the Association. Employee contact information will also be provided by PEBA 10-7D-15 Section 8.F.
- K. The Association may request to review the forty-day count by the District. The Association will be provided by the District, upon written request, a copy of any waiver for class loads.

ARTICLE SEVEN

MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

- A. Any employee who is a member of CCEA, 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. Any authorization, including those currently in effect, shall remain, unless revoked by the employee in writing. The District shall be notified in writing of Association dues that are set by August 1st on official Association letterhead and signed by the President for the upcoming school year. No changes to the deduction amounts will occur after that date. The District shall deduct such dues in semimonthly installments during the school year and remit to CCEA all money so deducted within ten (10) workdays.
- B. All information for members who have requested payroll deductions after the first pay period will be reported to the Business Office, and payroll deduction will begin at the next reasonable payroll writing after the receipt of deduction forms signed by the employee. Deductions of dues may be discontinued or revoked by a CCEA member by submitting a written notice of discontinuance to the Treasurer of the Association or the Association President. The Treasurer or the Association President will notify Payroll of this change within ten (10) workdays.
- C. Upon written authorization from employees and as long as a minimum of twenty (20) employees sign up, the District shall allow payroll deductions for professional dues in the Association.
- D. The Association agrees to render the District harmless for any actions resulting from compliance with this provision of the Agreement and assumes total responsibility for the disposition of the funds so deducted once those funds have been received by the Treasurer of the Association.

**ARTICLE EIGHT
LABOR/MANAGEMENT TEAM**

- A. The District and the Association agree that the most well-designed systems sometimes fail to appropriately engage in meaningful discussion regarding issues and concerns. The Labor/Management Team (LMT) is an intentional effort of the District and the Association to have healthy and respectful processes to resolve issues and concerns. The team is the outward and visible sign of our philosophical ideal, creating a positive community and environment for learning.
- B. The LMT addresses issues and concerns and provides a place for:
 - 1. A forum for both parties to voice issues or concerns.
 - 2. Support for the District mission and philosophy of maintaining healthy relationships among personnel.
 - 3. A "safe haven" where frustration with the system can be discussed.
- C. The LMT will schedule monthly meetings. Additional meetings will be scheduled when an issue or concern requires a more immediate response. The Association President or Designee and the District Superintendent or Designee will schedule these meetings.
- D. The team will consist of:
 - 1. The Association President or Designee
 - 2. An Association Officer
 - 3. An Association member selected by the remaining members of the Association team
 - 4. The District Superintendent of Schools or Designee
 - 5. Two District administrators selected by the District Superintendent.
- E. Either the Association or the District may bring in other employees or advisors serving in a position related to the matter for informational purposes.
- F. The Association and the District are responsible for requesting an additional meeting of the LMT, if either party determines it is necessary due to a time-related issue.

**ARTICLE NINE
WORKDAYS AND WORK HOURS
CERTIFIED EMPLOYEES**

- A. The school calendar will set the instructional days and in-service/professional development days, which shall at least meet the requirements and needs set by law and the New Mexico Public Education Department. The development of the school calendar shall provide for employee input with the primary consideration being what is in the best interest of the students.
- B. The normal work week for certified employees will be thirty-seven and one-half (37.5) hours per week. Employees will be notified at least five (5) workdays in advance of any modification in the work week/workday plan, except for in emergency situations or on a temporary basis that does not exceed two (2) weeks. During the ELTP funded years, the normal work week for certified employees will be thirty-nine and one-half (39.5) hours per

week.

- C. All employees will be provided at least a thirty (30) minute, uninterrupted lunch period.
- D. The District will provide for a planning/preparation period for all secondary level certified employees equal to the length of an instructional period. These prep periods shall normally be utilized to prepare for classroom activities, lessons, and other instructional issues. Employees shall not leave the worksite during their prep time/normal workday without the approval of their immediate supervisor or designee, except during their lunch period.
- E. The District will provide for planning/preparation period for all elementary level and pre-school certified teachers equal to two hundred and twenty-five (225) minutes per regular weekly schedule that will include:
 - 1. An average of thirty (30) minutes per day of reasonably uninterrupted time. At the elementary level, every effort will be made to secure substitutes to cover specials in order to preserve planning time.
 - 2. The scheduling/planning for the uninterrupted time will be determined by a site- based process involving the certified employees and their supervisory staff and normally will not include the thirty (30) minutes prior to the start of instruction. Building administrators may, on occasion, utilize this time for staff meetings. It is acknowledged that these 30-minutes are contracted work-time, and 15-minutes of the 30-minutes may at times be used to meet the prep-time.
 - 3. Employees shall not leave the worksite during the normal workday, including their prep time without the approval of their immediate supervisor or designee, except during their lunch period. These prep periods shall normally be utilized to prepare for classroom activities, lessons, and other instructional issues.
- F. When absent, certified employees must provide relevant lesson plans for instruction and classroom management for substitute teachers.
- G. Certified employees will not be required to substitute for another employee during preparation or instructional time, except in emergencies, and after reasonable efforts to secure a substitute have failed.
- H. It is understood that employees will be required to perform duties beyond the normal working hours. Should such duties be necessary, assignments will be reasonable and not be discriminatory, arbitrary, or capricious.
- I. All parent and student conferences, as well as parental contacts, oral or written, shall be the professional obligation of the certified employee. Individual Education Program (IEP) and Student Assistance Team (SAT) meetings will be scheduled during the normal workday to the fullest extent possible.
 - 1. Conferences with supervisors/administrators and other certified employees will be scheduled during the normal workday to the fullest extent possible.
 - 2. Regular staff meeting schedules will be created and distributed to all employees at the beginning of the school year, which will include dates, time, and location. Meetings will be cancelled if not needed.
 - 3. Staff meetings will be scheduled forty-eight (48) hours in advance for emergent situations.

4. Emergency staff meetings will address specific situations. If additional time is needed to deal with an issue, volunteers or sub-groups will be assigned to the task.
 5. Shared staff at various work sites may not be able to attend all meetings.
 6. Prior commitments, such as funerals and medical appointments or emergencies, will be considered sufficient excuse for non-attendance.
- J. All certified employees are responsible for attending Graduations, Open Houses, Parent Nights, in-service sessions and other duly required meetings, functions, and events. If such activities extend beyond the normal workday certified employees will not be required to attend such functions/events identified for more than four (4) hours per month. Supervisors will provide employees advance notice for after-hours activities or events.
 - K. Parent-Teacher Conferences will be scheduled at each school work site once each semester. The Parent-Teacher conferencing will normally equal the hours of a standard workday.
 - L. For co-curricular and voluntary extra-curricular activities, the supervisor/administrator, activities director, club/team sponsor or designee will ask for volunteers from the District to assist in that activity. If additional employees for supervisory purposes are needed, a rotational and equitable assignment list will be created at each facility at the beginning of the school year. If necessary, parents and others from outside the District may be utilized. Such volunteers, including parents, will be under the direct supervision of the certified employee.
 - M. Each work site will collaboratively create a system for certified employees to take reasonable rest room breaks during their duty assignment.
 - N. When vacancies exist that the District decides to fill, employees interested in being considered for department heads, grade-level leaders, and sponsorships, etc., will be considered through an open application process and current sponsors will be given first consideration. The supervisor/administrator of the work site shall have the final determination in these selections. Selections will not be discriminatory, arbitrary or capricious.
 - O. Preliminary certified teaching assignments and room assignments will be made at each facility by the supervisors/administrators with input from the affected certified employees before the end of the school year. Final assignments will be made by the administrator and will not be discriminatory, arbitrary, or capricious. Last minute changes in assignments will be made as reasonable and expediently as possible by administrators. Assistance in moving will be provided as available, and employees will be allowed to move during the workday.
 - P. Employees will be required to use the District time management system to sign in and out of the building. The purpose of the sign-in is to provide an accurate account of personnel in each building in case of emergencies or other safety reasons. Sign-in data will not be used for disciplinary or punitive purposes for certified employees. However, this does not prevent management from utilizing other documentation for disciplinary purposes.

ARTICLE NINE

WORKDAYS AND WORK HOURS

EDUCATIONAL SUPPORT PROFESSIONALS

- A. Working Hours
The normal work week for educational support professional employees will not exceed forty (40) hours per week. Typically, the week will be based on eight (8) hours per day, five (5) days per week, Monday through Friday. However, the Superintendent may designate other work week structures to meet varying conditions and needs of the District, summer break. Employees will be notified in advance of any modification to the work week/workday plan, except in emergency situations or on a temporary basis that does not exceed two (2) weeks.
- B. Overtime
A unit employee shall not work overtime without prior written authorization from the employee's supervisor and the approval of the Superintendent. Employees will be paid time-and-one-half (1½) of the employee's regular hourly rate of pay for all approved overtime activity worked. Leave is not time worked and shall not be counted as time worked for the purpose of computing overtime.
- C. Unit employees shall be entitled to leave without pay for all legal holidays during the school year as announced by the Superintendent and in conformance with New Mexico Revised Statutes.
- D. On-Call
Unit employees in certain classifications may be placed in on-call status and shall be required to carry a pager or provide a telephone number where the employee may be reached at all times while on-call. An employee who is on-call and is called to report to work will be paid for hours actually worked from the time the employee leaves for the District worksite until the time the employee arrives home directly from the worksite. An employee who is on-call and fails to respond to a call to report to work has provided just cause for disciplinary action, including possible discharge / termination.
- E. Time Clock
All educational support professional employees are required to clock in upon arrival at the worksite, clock out for lunch, and clock out at the end of the workday. Failure to clock in/out, tampering with timecards, or punching a timecard for another employee is just cause for disciplinary action, including possible discharge/termination.
- F. The District shall establish the number of workdays in a work year for each classification of educational support professionals. The number of workdays shall be based upon the needs of the District in meeting the educational requirements of the students, maintaining the operations/needs of the District, and maintaining a balanced budget.

**ARTICLE NINE
WORKDAYS AND WORK HOURS
TRANSPORTATION EMPLOYEES**

- A. The District shall establish the number of workdays and work hours for each transportation employee.
- B. Bus drivers will work the necessary hours to complete the assigned to-and-from bus routes.
- C. The number of workdays shall be based upon the needs of the District in meeting the educational requirements of students and maintaining the operational needs of the District.

**ARTICLE TEN
LEAVES**

A. PAID AND SICK LEAVE

- 1. Definitions
 - a. *Paid leave.* Leave days to be used for any combination of illness, doctor appointments, family business, bereavement, childcare, or any other personal needs.
 - b. *Sick leave.* Unused paid leave will convert to accrued sick leave at the end of each fiscal year.
- 2. Employees are awarded annual paid leave as follows:
 - a. Personnel employed within the range of one hundred seventy-six (176) through one hundred ninety-six (196) days, ten (10) days of paid leave.
 - b. Personnel employed within the range of two hundred ten (210) days through two hundred twenty-three (223) days, twelve (12) days of paid leave.
 - c. Personnel employed within the range of two hundred forty-five (245) through two hundred sixty (260) days, fourteen (14) days of paid leave.
 - d. Late hires/part-time employees will receive a prorated amount of leave days. For example, if an employee works a sixty percent (60%) contract; the employee will receive sixty percent (60%) of the appropriate number of leave days.
 - e. Employees shall submit the appropriate leave request to their immediate supervisor requesting approval of leave with as much notice as possible, but no less than 48 hours in advance, except in emergency situations. In the event of an emergency, the employee will notify the supervisor as soon as possible.
- 3. Leave used by the employee shall be reflected on the pay stub.
- 4. Paid leave shall accrue on a quarterly basis. Twenty-five percent (25)% of the yearly paid leave will be accrued on the following days of each quarter: August 25; November 15; January 30; and April 15. Paid leave can only be used as it is accrued. Any unused paid leave will convert to accrued sick leave with unlimited accumulation. (Dock days shall result when all paid leave days are taken without sufficient accrued leave).
- 5. Paid leave must be exhausted before accrued sick leave may be used.
- 6. No employee taking paid leave will be required to arrange for his/her substitute. Every employee will call his/her assigned building designee who will arrange for a substitute.
- 7. Accrued sick leave may be used for the illness of an employee's immediate family or

individual living in the household for whom the employee is responsible for care.

"Members of the immediate family" are defined as follows:

- a. spouse
 - b. brother/brother-in-law/step-brother
 - c. sister/sister-in-law/step-sister
 - d. daughter/daughter-in-law/step-daughter
 - e. son/son-in-law/step-son
 - f. father/father-in-law/step-father
 - g. mother/mother-in-law/step-mother
 - h. foster child
 - i. foster parent
 - j. grandchild
 - k. grandparent
 - l. aunt/uncle
 - m. legal guardian
- 8. The supervisor may request a statement from the employee's doctor for patterned misuse of paid leave for medical reasons. Extended leave (more than three days) due to health reasons will require a statement from the employee's physician. Additionally, employees requiring extended leave for health reasons who are not eligible for Family and Medical Leave and/or whose leave exceeds twelve (12) weeks must request to use accrued sick leave or request to take an unpaid leave of absence.
 - 9. Except in extraordinary circumstances, leave will not be denied. When leave is denied the denial will not be discriminatory, arbitrary, or capricious.
- B. FAMILY MEDICAL LEAVE ACT (FMLA)**
- This section shall be administered in compliance with the Family Medical Leave Act (FMLA) of 1993.
- 1. The requirements of the Act entitle employees to take up to twelve (12) weeks of unpaid, job-protected leave each year for specified family and medical reasons. To be eligible for FMLA benefits, an employee must have worked for the District for at least a total of twelve (12) months and at least 1,250 hours over the prior twelve (12) months.
 - 2. An eligible employee is eligible for a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:
 - a. The birth or placement of a child for adoption or foster care. Entitlement to leave for birth or placement of a child expires twelve (12) months after the birth or placement of the child. Adoption leave applies only to children under the age of eighteen (18), unless the child is incapable of self-care in three or more activities of daily living because of a mental or physical handicap.
 - b. To care for an immediate family member with a serious health condition. For purposes of this article, an immediate family member is considered to be an employee's spouse, child, or parent.

- c. To take medical leave when the employee is unable to perform his/her job duties due to his/her own serious health condition; or the absence from work of an employee to receive medically necessary treatment.
- 3. Spouses employed by the District are entitled to a combined total of twelve (12) work weeks for the birth or placement of a child, or to care for a parent. For other covered leaves, such as care for a spouse or a child, or for treatment of the employee's own serious health condition, each spouse may take up to twelve (12) weeks per year.
- C. MATERNITY LEAVE
 - 1. All guidelines related to FMLA shall apply to maternity leave.
 - 2. An employee who is adopting a child shall be entitled to use up to twelve (12) weeks of sick leave with the same notification rules as an employee requesting maternity leave. All guidelines related to FMLA will apply.
- D. BEREAVEMENT LEAVE
 - 1. Following the death of someone identified under the immediate family definition, the employee may utilize days from the current year's paid leave. In addition, following the exhaustion of the employee's paid leave days, the employee may, if so desired, request up to five (5) days from the accrued sick leave. In extenuating circumstances, additional days may be granted by the immediate supervisor to be charged against the employee's accrued sick leave. If an employee has no accrued sick leave balance, the employee may request up to five (5) days of unpaid leave.
 - 2. In the event of the death of an employee or student in the District, the supervisor of said employee or student may grant an appropriate number of employees, as determined by the immediate supervisor, sufficient time off to attend the funeral if classes can be covered without substitutes.
- E. POLITICAL SERVICE LEAVE

A District employee who serves as an elected public official may be granted unpaid leave, if approved by the Superintendent.
- F. EXTENDED LEAVE
 - 1. Employees who have completed work for the District for three (3) consecutive years are eligible for extended leave.
 - 2. Upon request, the Superintendent may grant an employee a leave of absence.
 - 3. A leave of absence for one (1) year may be granted to any employee who serves as an exchange teacher or who accepts a Fulbright Scholarship.
 - 4. A leave of absence without pay for the remainder of any school year may be granted to an employee during the illness of the employee's immediate family who is dependent upon the employee for his/her care.
 - 5. All benefits will be restored to the employee upon his/her return if said employee is not out for more than one (1) year. The employee will be assigned to the same position, which he/she held at the time said leave commenced, if it remains open; if not, to a substantially equivalent position. While on leave, an employee will have the option to convert insurance coverage through COBRA
 - 6. All requests for extension or renewals of leaves will be applied for by March 1st and acted upon in writing by April 1st of the current school year.

- 7. An employee on a leave of absence will be subject to the provisions as stated in the Reduction In Force provisions of this Agreement.
- G. SCHOOL/PROFESSIONAL LEAVE
 - 1. Leave with or without pay may be granted for professional visitation and attendance at job-related meetings, conferences, and training in-services or other activities which would be beneficial to the work of the employee or to the District.
 - 2. Employees requested or approved to attend trainings or professional development activities will request leave under this section.
- H. LEGAL/MILITARY LEAVE
 - 1. *Jury Duty or Subpoena:* An employee who is subpoenaed to appear in court as a witness by or for the District or for jury duty will be granted leave of absence with pay. In such cases, the employee will receive his/her regular rate of pay from the District and will turn over to the District the amount of pay received for service as a court witness or for jury duty. Excluded from reimbursement are travel expenses and/or per mile rate payment. The employee will present proof of service to the business office for the amount of payment received and identify the amount that is to be excluded. For all other legal leave, for personal, non-personal, and/or pursuant to a subpoena requested by someone other than the District, the employee will utilize accrued leave, or if no leave is available, the time will be taken as leave without pay.
 - 2. *Military Leave:* Military leave will be granted in accordance with State and Federal laws.
- I. VACATION LEAVE
 - 1. All regular 245-day, twelve (12) month unit employees shall accumulate vacation with pay at the rate of one (1) working day per month during the first year of employment. Thereafter, vacation shall be accumulated at the rate of one-and- one-half (1 ½) working days per month, with the maximum accumulation of thirty- six (36) days, at which point no more vacation days can be earned.
 - 2. As accumulated vacation days are used and drop below thirty-six (36) days, an eligible employee may again accumulate vacation days to the maximum limit.
 - 3. All vacation time will be scheduled according to the workload and in consultation with the immediate supervisor. If workloads disallow vacation as established, the Superintendent may approve vacation during the school year.
 - 4. If the employee has to cancel or is denied requested vacation days twice during the fiscal year due to workload, the employee shall be granted the third request so that the employee will not lose any possible accumulation of vacation days.

ARTICLE ELEVEN
SICK LEAVE BANK
ALL CERTIFIED, EDUCATIONAL SUPPORT
PROFESSIONALS AND ADMINISTRATIVE STAFF

A. PURPOSE

1. The purpose of the Sick Leave Bank (SLB) is to provide an employee additional paid leave when he/she suffers a catastrophic illness, disability, or serious accident that requires hospitalization and/or home confinement beyond accumulated sick leave.
2. The District and the Association do not intend for the Sick Leave Bank to create a trust relationship among the participating employees and/or employees and the District. The intent is to create a means of collectively protecting, to some limited extent, individual participating employees from the detrimental effect of absences from the job, without pay, due to those reasons outlined in the policy.

8. DEFINITIONS

1. Sick Leave Bank: A bank whereby each employee, on a voluntary basis, may contribute one (1) paid leave day to the Bank and become a member. A Bank member may apply to the Bank for paid leave days in the event the member or a member of his/her immediate family (mother, father, spouse, biological-, step-, adopted-, or foster son or daughter) suffers a catastrophic illness, disability, or serious accident and the member has exhausted all accumulated sick leave.
2. *Catastrophic Illness*: A catastrophic illness is a severe illness requiring prolonged hospitalization or recovery. Examples would include coma, cancer, leukemia, heart attack or stroke. (Definition reference: https://en.wikipedia.org/wiki/Catastrophic_illness)
3. *Disability*: Illness, accident, or injury disabling an individual from performing his/her work duties.
4. *Serious Accident*: Accident requiring extensive hospitalization and/or home care that disables an individual from performing his/her work duties.

C. ELIGIBILITY

1. To establish eligibility, an employee must donate one (1) day of paid leave during the first thirty (30) days of initial employment or during the open enrollment period. Open enrollment for existing full-time employees will be September 1 to 15 annually. Each employee will be requested to sign a form either accepting or rejecting membership in the Sick Leave Bank within the enrollment period.
2. Cancellation of membership will not entitle the employee to previously donated days. Cancellation of membership must be received in writing by the SLB administrator no later than September 15.
3. Members do not donate again unless the number of days in the Sick Leave Bank drops below one hundred twenty (120). Should that situation occur, each member in the Bank will be required to donate an additional day. The employee may select either current

paid leave or accrued sick leave to maintain eligibility.

4. If a member has used all his/her sick leave when the Sick Leave Bank Committee calls for another donation to the Sick Leave Bank, that member will remain a member until the beginning of the next school year. At that time, if they wish to remain a member, they must donate another day of sick leave. A member may not draw days from the Sick Leave Bank before reporting to work at the beginning of a contract year unless he/she has been a member of the Sick leave Bank the preceding year.
5. The employee cannot receive any form of compensation for lost wages and Sick Leave Bank days at the same time.
6. All accrued leave must be used before an employee is eligible to receive days from the Bank.
7. The applicant must be experiencing either a catastrophic illness, disability, or serious accident as defined paragraph B.
8. Part-time staff shall be eligible for benefits if they work twenty (20) hours or more per week.

D. EXCLUSIONS

1. Routine pregnancy with normal delivery and no pre-postnatal complications.
2. Catastrophic illness, disability, or serious accident may be defined to exclude chronic or congenital conditions that would lead to employee's inability to fulfill his/her contractual obligations on a continual basis.
3. Leave of absence.

E. ADMINISTRATION OF SICK LEAVE BANK

1. Donated days are not refundable.
2. The contribution will be made by completing the "Contribution of Sick Leave Bank" form.
3. The Sick Leave Bank Committee will be composed of four (4) members: Two (2) employees appointed by the Association and two (2) employees appointed by the District. Each member will serve three (3) year terms, alternating to ensure continuity.
4. The Sick Leave Bank Committee will develop guidelines for distribution of sick leave from the Sick Leave Bank, in accordance with provisions provided in this Article. These guidelines are to be shared with SLB members.
5. Sick Leave Bank days that are granted to an employee and not used by the last day of the contract year will be returned to the Bank.

F. APPLICATION PROCESS

1. An employee must submit an official Sick Leave Bank Request. A Physician's Statement form must accompany the request. All costs for medical services related to the employee's request for Bank benefits shall be assumed by the employee. Incomplete applications will not be accepted.
2. Personal contact with Sick Leave Bank Committee members relating to an application is prohibited.
3. The Sick Leave Bank Committee reserves the right to require a second physician's opinion.

4. The Sick Leave Bank Committee will review all applications for Sick Leave Bank days and render its decision in writing within ten (10) workdays.
5. The decision of the Sick Leave Bank Committee is final with no appeal. All decisions made will be confidential.
6. An operational report of the Committee will be made to the Association and to the District on a yearly basis.
7. Members may apply for a maximum of thirty (30) Sick Leave Bank days per year.
8. Employees receiving days from the Bank will be required to repay the Bank with the minimum payment of one (1) day per year until the repayment of received days is complete or the employee no longer is employed by the District.
9. An employee who possesses more than twenty (20) accrued days of sick leave may donate up to ten (10) days to an employee who has exhausted all leaves including any received from the Sick Leave Bank. The recipient of these donated days may receive up to thirty (30) days from different donors. Forms for such transfer are available in the Human Resources Office.

ARTICLE TWELVE EVALUATIONS

- A. The primary purpose of staff evaluations is the improvement of instructional and support services to students.
- B. Employees will be evaluated in accordance with the evaluation system identified and approved by the Public Education Department (PED). Only the material required by the PED will be utilized in the employee evaluations, no additional factors or materials will be added by the parties. Any changes to the evaluation system set forth by the PED shall supersede any language in the CBA.
- C. The District will use attendance as mandated by the State PED.
- D. The evaluator/observer, with input from the teacher, will schedule formal observations. Walk-throughs may occur at any time and may become part of the overall evaluation. The evaluator/observer shall meet one-to-one with the teacher to discuss walkthrough findings. The NMTEACH-Evaluator End of the Year Reflection form will be signed by the employee and the evaluator(s) and the employee will receive a copy of the document. The employee may submit a written rebuttal to an evaluation within ten (10) days of receipt of the NMTEACH-Evaluator End of the Year Reflection document. Such rebuttal will remain attached to the document.
- E. Evaluations are confidential between the evaluator and the certified employee. The post-evaluation conference is also confidential and will be scheduled by the evaluator(s) with the employee. The post-evaluation conference is between the employee and the evaluator(s).

ARTICLE THIRTEEN DISCIPLINE

- A. No bargaining unit employee shall be disciplined without just cause. Employee will be provided information on the specific allegation(s) in everyday language prior to disciplinary

action. The employee may appeal disciplinary actions through the grievance procedure contained in this Agreement. Discharges and terminations may be appealed pursuant to state law. A bargaining unit employee may request Association representation at any meeting with the District that may lead to disciplinary action. The meeting shall not proceed without the Association representative if one has been requested. However, the unavailability of the Association representative shall not delay the meeting for more than forty-eight (48) hours. The District may have a witness or representative present. Disciplinary actions will be discussed in private with the employee and not in the presence of other employees, students, parents, members of the public, or at public gatherings. This does not prohibit the District from addressing concerns or conduct with the employee at the time of the incident.

- B. The District may place an employee on administrative leave with pay during an investigation. The employee will be notified in writing that he/she is being placed on administrative leave with pay as soon as practicable. During administrative leave with pay the employee shall remain available and able to report to the District during the employee's normal duty hours. The employee will be notified in writing of the outcome of the investigation. Once the investigation is completed, if the District is contemplating disciplinary action, the employee will be given an opportunity to respond to the alleged charges.
- C. The principles of progressive discipline will be utilized by the District. The severity and frequency of an employee's misconduct, infraction(s), violation(s), or job performance will determine the level of progressive discipline. The District promotes the three levels of written documentation regarding most misconduct, infraction(s), or violation(s): step one, a letter of Concern; step two, an Administrative Directive; and step three, a Letter of Reprimand. Written notification of possible disciplinary action will remain at the facility level, except for Letters of Reprimand, which will be sent to Human Resources to be filed in the employee's personnel file. Some instances of infractions may be cause for immediate reprimand, suspension, or termination/discharge due to the severity of the matter.
- D. Reprimands, suspensions, or terminations/discharges shall be forwarded to Human Resources to be filed in the employee's personnel file. Such copies should include the signature of the employee acknowledging receipt of the action, or a notation that the employee refused to sign the document. An employee may submit a written response to the disciplinary action within ten (10) workdays of receipt of the action, which will be attached to the disciplinary action. Disciplinary actions shall remain in the employee's official personnel file and will not be purged as required by the state law.
- E. The District and the Association recognize that the personal life of a bargaining unit member is not an appropriate concern for discipline, unless it affects the bargaining unit member's work performance, student relationships, or the regular operation of the District.

**ARTICLE FOURTEEN
GRIEVANCE PROCEDURES**

- A. The purpose of the grievance procedure is to secure, at the lowest supervisory level, equitable solutions to problems that may arise, involving matters dealt with in the Agreement. All grievances shall be kept confidential.
- B. Definitions
1. The term "grievance" means an allegation made by an employee, group of employees, or the Association, that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. The employee, group of employees, or the Association may, in addition to the defined grievance, present to the appropriate supervisory level an allegation, misinterpretation, or misapplication of a specific Board policy or a specific written District procedure that governs the employee's terms and conditions of employment. The grievance procedure continues to the Arbitration Level.
 2. The immediate supervisor is the person who evaluates the grievant and has the authority to remedy the allegation.
 3. The aggrieved/grievant is the employee, group of employees, or the Association making the claim.
 4. The contents of the evaluation of work performance of an employee or the discharge of an employee are not grievable under this agreement. Such action is subject to state law.
 5. The term "day," when used in this Article shall mean days that the District Administration Offices are open for business. In filing grievances, grievance appeals, or providing responses, the first day to be counted in the grievance procedure shall be the day following the act or discovery of the act, receipt of a grievance, or decision.
- C. Timely Processing of Grievances
1. Time limits specified at each level shall be considered maximum, and effort shall be made to expedite the process. Time limits may be extended by written mutual agreement of the parties.
 2. Failure to file a grievance or appeal a decision within the time limits specified herein shall result in the dismissal of the issue.
 3. Failure to submit a decision in writing within the time limits specified herein will cause the grievance to proceed to the next level.
 4. If a grievance affects a group or class of employees, the Association may file the grievance within fifteen (15) days 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, at the Superintendent's level.
- D. Nothing contained herein shall limit the right of any employee to process a grievance as an individual without representation by the Association. However, when this occurs, the Association shall be offered the opportunity to be present and make its views known at all levels of the procedure except the Supervisor Level. Any decision shall not be inconsistent with or in violation of the provisions of this Agreement.
- E. A grievant has the right to Association representation at all levels of the grievance

procedure. The administration may have a representative present also.

- F. The processing of grievances will be accomplished at times agreed to by the parties to the grievance. Grievance meetings will be scheduled so as to be the least disruptive to the education process and to minimize disruptions to the employee's work day. All employees requested to participate in a grievance meeting shall not bear any loss of pay or leave as a result of such participation.
- G. The Parties will ensure that grievances are conducted in a professional manner. No negative action(s) will be taken by the District or the Association against any aggrieved/grievant, witness, any Association representative, District representative, or any other participant in the grievance procedure by reason of such participation.
- H. The District and the Association shall develop all forms to be used in the grievance procedure. All grievances, responses, and appeals must be filed upon the appropriate forms.
- I. All written materials related to the processing of a grievance will be filed separately from the Human Resources Personnel Files.
- J. Grievance Procedure:

1. Supervisor Level

The parties recommend that a grievance be presented to the employee's immediate supervisor to keep it as informal as possible.

When filing a grievance, the aggrieved may submit a written request to meet with the immediate supervisor in an attempt to resolve it or the aggrieved/representative may present the completed grievance form to the supervisor, in lieu of a meeting.

The grievance statement will identify the section of the Agreement, or the specific Board policy, or specific written District procedure that governs the employee's terms and conditions of employment alleged to have been violated; the circumstances involved; the specific remedy sought, and the date of the alleged act/violation.

A grievance must be filed within fifteen (15) work days of the event/act or discovery of the event/act that caused the grievance.

The immediate supervisor will communicate a decision in writing, using the grievance response form, within ten (10) work days after holding the meeting or receiving the written grievance. Should there be no written response from the immediate supervisor within ten (10) days it shall be considered a denial.

If not satisfied with the decision at the Supervisor Level, the aggrieved or the Association may proceed to the Superintendent Level within five (5) work days of the Supervisor Level decision.

2. Superintendent Level

The Superintendent or Designee shall meet with the grievant in an attempt to resolve the grievance. The Superintendent shall render a decision on the grievance within fifteen

(15) days following the receipt of the appeal.

If the aggrieved or the Association is not satisfied with the decision at the Superintendent Level, the aggrieved or the Association may appeal to the Board of Education through the Superintendent. Such action must be initiated within ten (10) work days after the decision is rendered at the Superintendent Level.

3. *Board Level Appeal*

The Board will consider the grievance, and at the Board's discretion may or may not hear the grievance.

The Board's decision to hear or not to hear the grievance is final and not subject to appeal; however, it does not deny the right to proceed to arbitration.

If the Board decides to hear the grievance, the Association may be invited to appear before the Superintendent and the Board of Education at the Board's initial or subsequent meeting to present the Association's position and respond to questions.

The Association will be notified in writing of any Board's decision regarding the grievance within thirty (30) days of the Board's receipt of the request for review.

If the Association is not satisfied with the disposition of the grievance at the Board Level for whatever reason, the Association may, within ten (10) work days of receipt of the Board's decision, submit the grievance to Arbitration.

4. *Arbitration Level*

- a. Within five (5) days following appeal to Arbitration, the parties shall meet to prepare a joint letter to the Federal Mediation and Conciliation Service, requesting a list of seven (7) arbitrators from the region, including New Mexico.
- b. The parties will strive to mutually agree upon an Arbitrator. If the parties fail to agree upon an Arbitrator, each party will strike one name, followed by the other party striking one name, until a single name remains; and that person shall become the selected Arbitrator. The party required to strike the first name will be determined by the toss of a coin. The striking of names will occur within ten (10) days of receipt of the list by both parties.
- c. The Arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the Federal Mediation and Conciliation Service (FMCS) and the provisions of this Article. The Arbitrator's decision shall be final and binding.
- d. If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the Arbitrator.
- e. The Arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement; and the Arbitrator shall interpret this Agreement in accordance with the accepted arbitral standards of contractual interpretation.
- f. The Arbitrator's decision will be in writing and will set forth the Arbitrator's finding of fact, reasoning, and conclusion of the issues 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 award will be submitted to the Superintendent, the aggrieved, and the Association.

- g. All costs of the service of the Arbitrator, including, but not limited to per diem expenses, travel, and subsistence, and the cost of any hearing room, will be borne equally by the District and the Association. All other costs will be borne by the party incurring them. If the aggrieved is not represented by the Association, the District may require that the aggrieved party post the party's share of the expenses in advance of the hearing (An average of prior shared arbitration costs.)
- h. If any party requests a transcript of the proceedings, that party shall bear the full costs for the transcript.
- i. The determination of the Arbitrator shall be acted upon as soon as possible but in no case more than thirty (30) days following receipt of the decision.

GRIEVANCE FORM

CENTRAL CONSOLIDATED SCHOOLS & CCEA / NEA

SUPERVISOR LEVEL

TO: _____ FROM _____
Supervisor Grievant

WORK
LOCATION _____ DATE _____

Supervisor Level grievances must be filed with the Supervisor within fifteen (15) work days from the event/act, or the discovery of the event/act, that caused the grievance.

Statement of the specific alleged violations, misinterpretations, and/or misapplications of a specific provision of this Agreement, Board policy, or a specific written District procedure that governs the employee's terms and conditions of employment. Please identify the specific article and section of the Agreement; circumstances involved; and the date of the alleged violation:

Specific remedy to resolve the grievance:

Only one grievance is allowed per form.

Distribution required by the employee filing the grievance:

Aggrieved
Director of Human Resources Association
President

GRIEVANCE FORM

CENTRAL CONSOLIDATED SCHOOLS & CCEA / NEA

SUPERINTENDENT LEVEL

TO: _____ FROM _____
Supervisor Grievant

WORK
LOCATION _____ DATE _____

Superintendent Level grievances must be filed within five (5) work days of the supervisor's decision with the Superintendent's Secretary and the Human Resources Director.

Statement of the specific alleged violations, misinterpretations, and/or misapplications of a specific provision of this Agreement, Board policy, or a specific written District procedure that governs the employee's terms and conditions of employment. Please identify the specific article and section of the Agreement; circumstances involved; and the date of the alleged violation:

Specific remedy to resolve the grievance:

Only one grievance is allowed per form.

Distribution required by the employee filing the grievance:

Aggrieved
Director of Human Resources Association
President

GRIEVANCE APPEAL FORM

CENTRAL CONSOLIDATED SCHOOLS & CCEA / NEA

DATE _____

TO: CCSD Board of Education RE: Grievance filed on
_____ by _____
(Date) (Name)

Grievance appeal must be filed within ten (10) work days of the Superintendent’s decision with the Board Secretary and the Human Resources Director.

Statement of the specific alleged violations, misinterpretations, and/or misapplications of a specific provision of this Agreement, Board policy, or a specific written District procedure that governs the employee’s terms and conditions of employment. Please identify the specific article and section of the Agreement, circumstances involved, and the date of the alleged violation:

Specific remedy requested to resolve the grievance:

Only one grievance is allowed per form.
Distribution required by the employee filing the grievance:
Aggrieved
Supervisor
Director of Human Resources
Association President

GRIEVANCE RESPONSE FORM

CENTRAL CONSOLIDATED SCHOOLS & CCEA / NEA

TO: _____

RE: Grievance of _____
(Name)

Grievance received by undersigned _____
(Date)

DECISION:

(Supervisor/Superintendent/Board)

I certify that my response to the alleged grievance was delivered to the grievant. Distribution required by the supervisor preparing the response:
Aggrieved Supervisor
Director of Human Resources
Association President

ARTICLE FIFTEEN
PERSONNEL RECORDS AND FILES

- A. The District will maintain an official personnel file for each District employee. All documents within a personnel file are confidential, and the District may create such sub-files within a personnel file as are appropriate to ensure confidentiality and efficient use of the file.
- B. It is the employee's responsibility to provide the District with any and all information required for employment, including but not limited to, form 1-9, employment eligibility verification, licensing, verification of earned degrees, verification of previous employment, and required background checks.
- C. Employees are required to supply the Human Resources Department with complete official transcripts of all college credits. It is the duty and responsibility of each licensed employee to keep his/her licensures current. All copies of licenses and certifications (state/national issued) shall be on file with the Human Resources Department.
- D. The District maintains that all District employees have the right to review their personnel files. Employees may review their personnel files by submitting a written request 24 hours in advance, pending availability of authorized human resources staff (form available on First Class). Employees may request copies of information contained in their file, or their entire personnel file, by following District procedures. All requests for copies must be made in writing; upon request, one copy will be provided annually, without charge. The District may charge a reasonable fee for subsequent copies in accordance with current Board policy.
- E. The right to inspect a copy does not apply to confidential information obtained prior to an employee's employment, including but not limited to, recommendations and reference checks.
- F. Access to personnel files will be limited to authorized District officials, authorized representatives of the District, and employees.
- G. Documents of a derogatory nature (*e.g.*, letters, memos, emails, reprimands) which are to be placed in the employee's personnel file will require the signature of the employee to acknowledge disclosure or the signature of another party acknowledging refusal of the employee to sign. The employee may prepare a written reply to such documents within fifteen (15) calendar days of receipt of the document in question. The reply shall be appended to the original document and placed in the personnel file.

ARTICLE SIXTEEN
NON-SCHOOL EMPLOYMENT BY STAFF MEMBERS

- A. A regular, full-time employee's position in the District shall be given precedence over any outside work or self-employment. Employees are free to carry on individual work or self-employment projects as long as no District facilities, equipment, or school(s) are used, except as provided by policy; and the outside work or self-employment does not interfere with the employee's performance of District-assigned duties.
- B. The outside work or self-employment by a staff member is of concern to the District only

insofar as it may:

- 1. Prevent the employee from performing assigned responsibilities in an effective manner;
- 2. Be prejudicial to proper effectiveness in the position or compromise the District; or
- 3. Raise a question of conflict of interest; *e.g.*, where the employee's position in the District permits access to information or other advantage useful to the outside employer.

ARTICLE SEVENTEEN
VACANCIES, TRANSFERS, REASSIGNMENTS, AND REDUCTION IN FORCE
CERTIFIED EMPLOYEES EDUCATIONAL SUPPORT PROFESSIONALS

A. DEFINITIONS

- 1. Voluntary transfer/reassignments: A voluntary transfer shall be defined as one initiated by an employee. A transfer may be a change in location, a change from one position to another, a change in assignment within a work site, or a change in job classification within the District.
- 2. Involuntary transfer/reassignments: An involuntary transfer shall be defined as one initiated by a supervisor/administrator. An involuntary transfer may be a change in location, a change from one position to another, a change in assignment within a work site, or a change in job classification within the District.
- 3. Seniority: Seniority shall be defined as the total length of continuous and uninterrupted service with the District as a unit (change to bargaining unit throughout Article Seventeen) employee.

B. CRITERIA: In the event of vacancies, transfers, assignments, reassignments, and reductions in force, the Superintendent will consider, in order, the following criteria with the understanding that decisions will not be discriminatory, arbitrary, or capricious:

- 1. Qualifications such as licensure, endorsement, certification; and job classification of staff members to accomplish the District's educational purpose.
- 2. Overall teaching and job assignments, academic training, and ability as recorded in job performance evaluations.
- 3. Seniority
- 4. All other things being equal, service contributions to the District.

C. VACANCIES

- 1. A position will be considered vacant when an employee quits, is terminated, transferred, or when it is a newly created position; and the District decides to fill the position. A vacancy, whether it is an established or newly created position, shall be open to all members of the unit.
- 2. Vacancies will be posted on the District's website and posted at every facility weekly.
- 3. Unit employees requesting to fill an available vacancy must submit a completed Employee Transfer Request Form to the Human Resources Department.
 - a. The process for hiring, transfer, and assignment of employees should entail

provisions wherein employees are afforded an opportunity to make their views and desires known to the District regarding such matters; and wherein the District takes into consideration such employees' views and desires, along with the education process and the District's needs. When employees meet the educational purpose and requirements, selection will be made from the best qualified employee applicant or volunteer or external applicant who best meets the District's educational or operational needs.

- b. Qualified bargaining unit employees interested in available Certified Instructional Support Provider positions will be considered before positions and locations are open to contracted individuals.

D. REASSIGNMENTS

1. An employee being reassigned due to displacement because of a District- initiated restructuring (opening or closing of a school), or a State-initiated restructuring in which the State does not mandate termination of affected employees, will be placed in an available position with no loss of base salary compensation if the position is on the same salary schedule. If no positions are available, the Reduction in Force (RIF) procedure will be followed.
2. An employee being reassigned will be given written notification of his/her new assignment.
3. An employee who transfers or promotes to a position within the Educational Support Professionals job classification will serve a trial period of up to forty-five (45) contract days. An employee may be returned to the prior job title or to a comparable position at the discretion of the District.

E. VOLUNTARY TRANSFERS/REASSIGNMENTS

1. Transfer requests will be made on a form provided by the District, which is available on the District Information system. The request will indicate the grade, subject, or position to which the unit employee desires to be assigned, and the school/work site desired. Unit employees must submit separate request for each school/work site identified to Human Resources.
2. Certified staff may request voluntary transfers at any time throughout the school year subject to the following: transfers at any time during the school year shall require the approval of both the releasing administrator and the receiving administrator with the following exceptions:
 - a. Summer transfer requests must be submitted by July 10th and only require the approval of the receiving administrator and prior notification to the releasing administrator.
 - b. Mid-year transfer requests must be received by December 1st and will be subject to approval by the administrators of both sites. If the releasing administrator denies the voluntary transfer request, the staff member can appeal through the chain of command up to and including the Superintendent of Schools.
3. The employee and the administrator are encouraged to meet and discuss any issues

pertaining to transfers as early as possible.

4. Non-certified staff support employees may request transfers at any time throughout the calendar year.
5. All qualified bargaining unit employees requesting transfers may request an interview with the hiring supervisor. The hiring supervisor shall grant an interview for a posted position to all qualified candidates. Preference for interviews will be as follows: (1) In-building; (2) In-District; and (3) External. A selection made at level one or two, will not require any further interviews.

F. INVOLUNTARY TRANSFERS/REASSIGNMENTS

At its discretion, the District may initiate a transfer(s) or reassignment(s) when it determines such action is necessary to meet its educational or operational needs. Transfers shall not be initiated arbitrarily, capriciously, or in retaliation against the employee for exercising his/her legal or contractual rights.

1. Reasonable efforts will be made to accomplish needed adjustments through a voluntary process; *i.e.*, qualified volunteers will be considered first for transfers or reassignments unless there is a need of the District to do otherwise.
2. It is the desire of the parties that as much advance notice as possible be given regarding involuntary transfers and reassignments. Except in urgent cases, reasonable prior notice of ten (10) work days will be given to employees prior to making an involuntary transfer or reassignment.
3. When considering involuntary transfers or reassignments, the District will consider the seniority and qualifications of the employees prior to implementing the action.

G. Reduction in Force

1. Reduction in force applicable to Support Staff (FLSA) Bargaining Unit Employees
 - a. Normal attrition due to bargaining unit employee retirements/resignations will be the first means of reducing staff.
 - b. If normal attrition does not accomplish the required reduction in staff, the Superintendent will determine the classification/position to be affected by layoff.
 - c. Once the classifications to be affected have been determined, the Superintendent's two designees and the Union's President's two designees will apply the following matrix;

Years of District service (in classification)	at 10 points each	Years of District service (out of classification)	at 2.5 points each
Certifications	at 10 points each	(Journeyman, & Asbestos Inspector)	
AA Degrees (in classification)	at 25 points each	Credit hours above AA degree	at 0.5 points each
BA Degrees (in classification)	at 25 points each		
 - d. After the application of the matrix, the employee(s) in the classification effected with the least points will be laid off.

- e. If the designees concur with the employee(s) identified for layoff, the designees shall document their concurrence in writing.
 - f. If the designees do not concur with the application or interpretation of the layoff matrix, the designees shall attempt to resolve the issue informally. If the issue is resolved the resolution will be documented in writing. If the issue is not resolved, the district will proceed with the district's interpretation and/or application of the matrix and implement the layoff, and the Union may proceed with whatever action it deems appropriate.
 - g. The employee(s) identified for layoff will be granted two (2) calendar weeks' notice of layoff. The District may, in lieu of the 2-week notice, place the employee on two (2) weeks administrative paid leave status immediately prior to the layoff.
 - h. The criteria to be considered in the matrix shall include only the material in the personnel file as of the date that the classifications and categories for layoffs are identified.
2. Reduction in force applicable to FLSA Exempt Staff (Teachers, Counselors, etc.)
- Bargaining Unit Employees
- a. Normal attrition due to bargaining unit employee retirements/resignations will be the first means of reducing staff.
 - b. If the normal attrition does not accomplish the required reduction of staff the Superintendent will determine the category of position(s) to be affected by the layoff.
 - c. Once the categories to be affected have been determined, the Superintendent's two designees and the Union's President's two designees will apply the following matrix;
 - Years of District service (in category) at 10 points each
 - Years of District service (out of category) at 2.5 points each
 - Licensure Level (1, 2, or 3) at 10 points for each level
 - Endorsements at 10 points each
 - Master's Degree at 25 points each
 - Credit hours above Master's degree at 0.5 point each
 - PhD Degrees at 25 points each
 - Credit hours above PhD degree at 0.5 point each
 - d. After the application of the matrix, the employee(s) in the category effected with the least points will be laid off.
 - e. If the designees concur with the employee(s) identified for layoff, the designees shall document their concurrence in writing.
 - f. If the designees do not concur with the application or interpretation of the layoff matrix, the designees shall attempt to resolve the issue informally. If the issue is resolved the resolution will be documented in writing. If the issue is not resolved, the district will proceed with the district's interpretation and/or application of the

- matrix and implement the layoff, and the Union may proceed with whatever action it deems appropriate.
 - g. If a teaching position is currently occupied by a long-term substitute teacher that position will be considered vacant and a licensed teacher identified for layoff will be offered the position under the same conditions as a new-hire teacher, according to their matrix rank order.
 - h. The employee(s) identified for layoff will be granted two (2) calendar weeks' notice of layoff. The District may, in lieu of the 2-week notice, place the employee on two (2) weeks administrative paid leave status immediately prior to the layoff.
 - i. The criteria to be considered in the matrix shall include only the material in the personnel file as of the date that the classifications and categories for layoffs are identified.
3. Recall Rights - Applicable to both FLSA Exempt and Non-Exempt categories
- a. In the event a laid-off employee is employed by another school district, business, or organization, the employee shall be allowed to complete his/her contracted obligation of two weeks' notice for non-certified; and thirty (30) days for certified employees. If the employee fails to notify the District within five (5) work days of his/her intent to return to employment from the date recall notice is received by registered certified mail, his/her seniority and all other benefits with the District shall terminate.
 - b. The employees on layoff will be on a non-paid status, without any benefits, except for the right to be recalled for a (1) year period.
 - c. Employees on layoff shall have their seniority and accrued unused leave restored upon return from layoff. Layoff time does not count toward seniority.
 - d. Should positions become available while employees are on layoff, employees will be recalled to work in the reverse order of layoff. Employees with the highest scores on the matrix will be recalled first.
 - e. If an employee is made a recall offer for the same position and same location from where the employee was laid off, and rejects the offer the employee shall forfeit all future recall rights.
 - f. An employee shall lose seniority for any of the following:
 - i. Dismissal.
 - ii. Resignation.
 - iii. Failure to obtain an extended leave of absence.
 - iv. Failure to notify the District within five (5) work days after having received notification to return to the school system pursuant to notice of recall. (This notification will be made by bargaining unit mail or registered mail. The employee shall be considered served if the unit employee has not claimed the

- bargaining unit/registered notice within seven (7) work days.)
- g. Failure to provide the District with a correct and current address to which a recall notice can be sent, shall result in forfeiture of rights under this article.

**ARTICLE SEVENTEEN
VACANCIES -
TRANSPORTATION EMPLOYEES**

Open bus routes will be posted in the Bus Barns. Current drivers will be considered before opening the position to non-employees. Factors to be evaluated by the transportation coordinator for the bus route to be assigned include the following:

1. Current CDL
2. DOT Medical
3. Results of random drug testing
4. Driving record
5. Updated training (4 hours per quarter)
6. Evaluations
7. Work performance as specified in writing
8. All other factors being equal, seniority

**ARTICLE EIGHTEEN
SCHOOL DESIGNATIONS**

- A. The District and the Association recognize the district, state, and federal accountability system may result in schools being designated as "in need of improvement," "restructuring," "corrective action" or other such designations as defined in federal law and state statute. Such schools are those which are low performing as measured on standardized tests and other accountability measures (including but not limited to parent involvement, safety, and growth).
- B. 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. 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.
- C. For any school designated, the parties agree to convene at the earliest possible time to develop a Memorandum of Understanding (MOU) to address provisions for extra time and support for such designated schools. The MOU will address at a minimum provisions for extra time to be worked, compensation for required additional time, and professional development for any and all certified staff at the designated site. An annual MOU will be developed by no later than thirty (30) days after schools are designated or renewed.

**ARTICLE NINETEEN
TRAVEL TIME**

- A. Employees shall have a regular duty location to which they report. In the event an employee's daily assignment requires travel to another duty location or to complete errands related to District business, if a District vehicle is available the employee shall use the District vehicle. Should the employee insist on using his own personal vehicle the employee shall not be eligible for reimbursement for use of personal vehicle.
- B. If no District vehicle is available and the employee is authorized by his/her immediate supervisor to use his personal vehicle, the employee will be required to maintain accurate records of all travel and submit a claim for payment on the form provided by the District. After receipt of this claim, payment will be made on a quarterly basis.

**ARTICLE TWENTY
SAFETY
CERTIFIED EMPLOYEES, SUPPORT STAFF, AND
TRANSPORTATION EMPLOYEES**

- A. It is the policy of the District to provide a safe working environment for all its employees within the resources of the District and the restrictions of applicable law and regulations.
1. The District shall notify all facility employees of known facility construction (*e.g.*, the presence of asbestos) which may pose a health hazard. Investigative reports of facility conditions shall be provided to each site and maintained in a central location.
 2. The District shall notify employees of known threats to health and safety, including possible exposure to a contagious disease.
 - a. The District will provide training in the area of infectious disease prevention (*e.g.*, handling of bodily fluids, hepatitis B, and hantavirus) and will provide appropriate equipment for protection (*e.g.*, gloves and masks).
 - b. The District and all employees shall adhere to all applicable codes and standards, including the Uniform Plumbing Code, Uniform Mechanical Code, National Fuel Gas Code, National Electrical Code, National Fire Protection Association (NFPA) Occupational Safety and Health Administration (OSHA), National Transportation Safety Board (NTSB), and any other which are in effect or are adopted by the State of New Mexico, the Navajo Nation, the U.S. Government, and/or any of their respective agencies holding jurisdictions or administrative authority. Employees shall also adhere to all practical safety procedures, including Personal Protective Equipment (PPE), Material Safety Data Sheet (MSDS), and Environmental Protection Agency (EPA).
 - c. No employee shall be required to search for a bomb or other destructive device.
 3. Each facility will have a Safety Committee which may consist of an administrator/supervisor, nurse/health aide, counselor, head custodian, a regular education teacher, and a special education teacher/designee.
 4. The Safety Committee will review the facility safety and crisis plans during orientation

with all facility employees.

B. Emergency school closing information is found in Appendix D of this Agreement under the title *Work Schedule during District Closures, Delays, and Early Dismissals*.

C. Student Discipline

1. The District shall provide reasonable support and assistance to certified employees so that they can maintain proper discipline while engaged in their assigned duties and responsibilities.
2. In the event that any school employee is provided information that a student or parent is a potential threat, that employee has the responsibility to share this information with school administrators, who, in turn, have the responsibility to share this information with any employee who has the need to know and in accordance with educational records privacy laws.
3. Staff members shall be informed when being assigned a student(s) with a known medical problem or history of behavior that could present a threat to the safety of students or staff, and in accordance with federal and state privacy laws. All school plans addressing these issues shall be shared with appropriate staff members. Employees receiving confidential information shall maintain student privacy rights.
4. The school administrators, employees, and parents shall have input into and/or review of the District's discipline procedures annually in the fall.
5. Duties, responsibilities, and relationships of all personnel assigned responsibilities for enforcement of discipline policies shall be established by the facility administration. A copy of the student discipline plan shall be available to employees and shall be available for parent review. Any changes to these plans will be distributed to facility employees as soon as modified.
6. Administrators and employees shall refrain from discussing information about colleagues and/or students obtained in the course of professional services for other than professional purposes in accordance with federal and state privacy regulations.
7. Employees shall not be required to search a student, a student's possessions, or a student's locker.

D. Employee social security numbers shall not be used for any purpose other than payroll, personnel records, and other purposes covered under federal and state law.

The intention of the Association and the District is to conduct additional policymaking procedures and additional negotiations on the following provisions:

1. Employees must complete District required training as provided for in school policy.
2. Employees working with students in special education who require physical restraint will receive training as required by District policy, PED regulation, State law, and Federal law.
3. Employees will receive training in handling safety/crisis protocol and situations as required by the District policy, PED regulation, State law, or Federal law. The site administrator and public safety Department will review and recommend exercises and activities in addition to the required drills consistent with District Policy and applicable

law.

4. Consistent with District Policy and applicable law, employees stationed or engaged in duties outside the main building during school hours will be provided access to reenter the main building. The District will determine how this access will be provided, including but not limited to, determining whether to provide employees with keys or cards for the main building or some other form of access.
5. Employees must have a means of communicating with their building safety team and administrators. The District Safety Committee will recommend a plan to the Administration regarding which employees, if any, should be issued radios.
6. Employees shall follow the District's policy procedures regarding self- defense or the defense of others.
7. Employees shall handle student restraint situations as required by District policy.
8. In the event an assault or a battery has occurred, the applicable procedures outlined in the District Policy, Section G. Personnel, will be followed.
9. Consistent with District Policy and applicable law, any time spent by an employee in preparing reports as directed by an administrator or any time that requires the employee to participate in an investigation conducted by the District or its representative shall be on regular pay status. It is acknowledged by the parties that staff support employees are hourly employees and certified employees (teachers, counselors, etc.) are salaried employees as per the FLSA.
10. Any employee who has been involved in an assault, a battery, or a physical confrontation while acting properly within the scope of his duties and requests assistance will be provided assistance consistent with District policy and applicable law.
11. An employee who, as a result of a job-related injury, is unable to return to the job held prior to the injury may apply for posted District vacancies for which he is qualified. Such employee shall be considered preferential to other similarly qualified applicants consistent with District Policy and applicable law.
12. In the event an employee has knowledge of an incident that may create an unsafe environment and/or could result in harm to self or others or of witnesses or altercations/unsafe situations involving student, a group of students, the employee will be required to report it to school authority (ie. counselor, nurse, administrator, SRO, security guard) immediately.
13. If an administrator or school authority is not available for immediate assistance and the situation involves a safety or health issue that is urgent the employee shall follow protocol as provided for in District Policy and applicable law.
14. The Association and the District agree that harassment, intimidation, or bullying (to include cyber-bullying) by a parent, District employee, including bargaining unit employees or administrative staff, student, or a member of the public will not be tolerated. Complaints must follow the process provided in District Policy. Complaints following the process provided in District Policy will be investigated by the District.
15. The Association and the District agree that any misconduct that creates a hostile work environment by any District employees, including bargaining unit employees or administrative staff, will not be tolerated. Complaints must follow the process

provided in District Policy. Complaints following the process provided in District Policy will be investigated by the District.

16. When an employee is injured, while in the proper performance of his duties, the employee shall apply for workers compensation as required by District Policy and applicable law. While the employee is absent from work, the District policy on the appropriate leave to be used shall apply.
17. The determination of the eligibility for workers compensation is determined by the state. Additional benefits, if any, provided by the District shall be in accordance with District policy.
18. Any other similar provision agreed to by the Association and the District.

ARTICLE TWENTY SAFETY TRANSPORTATION EMPLOYEES

- A. The District shall provide a safe working environment free of hazards that may cause accidents, illness, or injury, consistent with applicable health and safety laws and regulations.
- B. Employees will report all unsafe conditions to their immediate supervisor and will comply with established safety requirements.
- C. Employees will participate in safety training programs.
- D. Employees shall continue to care for the safety of students under their supervision and receive the support necessary to carry out this responsibility.

ARTICLE TWENTY- ONE INSURANCE

A. INSURANCE PROGRAM

1. The District agrees to provide to all unit employees through the New Mexico Public Insurance Authority, programs of medical, dental, vision, life, and long-term disability insurance benefits.
2. The District will provide \$50,000 in basic term life insurance at no cost to employees who are actively employed in paid status and who enroll for the coverage.
3. The District shall also provide employees professional liability insurance in accordance with provisions of coverage specified by the New Mexico Public Schools Insurance Authority, subject to the Tort Claims Act limit.
4. The District will provide Workers Compensation for on-the-job injury, in accordance with the New Mexico Public Schools Insurance Authority requirements.

B. ENROLLMENT

1. To be eligible for insurance coverage, employees must work at least twenty (20) hours per week and work at least three hours of each day of the work week.
2. Employees who are not enrolled in a District insurance program will be accepted in any

or all of the District insurance programs so long as they enroll no later than thirty-one (31) calendar days from the effective date of employment, change in marital status, or change in the job status of the employee's spouse, provided the employee's spouse was covered by insurance during the previous employment, whichever is applicable.

C. PREMIUM PAYMENT

1. For employees who elect to participate in an insurance program as provided by the District, the District agrees to contribute that percentage of premiums required by State law.
2. District contributed percentage based on annual income:
 - a. 0-\$14,999-75%
 - b. \$15,000-\$19,999-70%
 - c. \$20,000-24,999-65%
 - d. \$25,000 or greater-60%
3. Employees who choose to participate in the District insurance program will have their contributions deducted from their paychecks.

ARTICLE TWENTY-TWO RETIREMENT PARTICIPATION

Bargaining unit employees are required to participate in and contribute to the New Mexico Educational Retirement Program as specified within the Education Retirement Act.

ARTICLE TWENTY-THREE NO STRIKE / NO LOCKOUT PROVISION

- A. A Neither the Association nor any member of the bargaining unit shall engage in a strike. The Association shall not cause, instigate, encourage, or support a strike, walkout, or slowdown.
- B. The District shall not cause, instigate, or engage in any lockout of bargaining unit employees.
- C. The Association may apply to the District Court for injunctive relief to end a lockout.
- D. The Board may apply to the District Court to end a strike.
- E. The Association may be decertified as the exclusive representative for the bargaining unit, upon a clear and convincing showing of proof at a hearing, if the Association directly caused or instigated an employee strike.

ARTICLE TWENTY- FOUR AGREEMENT CONTROL

- A. This Agreement shall be governed and construed according to the Constitution and laws of the State of New Mexico. If any provision of this Agreement shall be found to be contrary to law, such provision shall have effect only to the extent permitted by law; but all other provisions of

this Agreement shall continue in full force and effect. In the event any provision of this Agreement is found contrary to law, said provision shall be void. In that event, the parties shall meet within fifteen (15) days after any such ruling for the purpose of renegotiating the provision(s) affected.

- B. In case of any conflict between the provisions of any Board or Association policy, the provisions of this Agreement shall control.
- C. The Agreement and attachments thereto incorporate the entire understanding of the parties on all matters which were discussed during negotiations leading to this Agreement. No additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, except by mutual consent.

ARTICLE TWENTY- FIVE

PRINTING AND DISTRIBUTION OF COPIES OF THE AGREEMENT

- A. The cost of printing of the Agreement will be shared equally by the District and the Association.
- B. The District and the Association will determine the quantity to be printed and the method and means of distribution.
- C. The Agreement will also be posted on First Class and the District's website under Human Resources.

ARTICLE TWENTY-SIX

COMPENSATION FOR CERTIFIED, SUPPORT STAFF AND TRANSPORTATION EMPLOYEES

A. CERTIFIED EMPLOYEES

Effective July 1, 2021 Certified Employees will receive a salary increase that provides a 4.25% increase on the employee salary that was in effect on June 30, 2021.

Certified staff will have their work week extended for half (0.5) hours a day for four (4) days a week totaling two (2) additional hours a week for 39.5 hours total. These additional hours will be paid at the employees' regular hourly rate and shall be included in the 4.25% pay raise.

B. EDUCATIONAL SUPPORT PROFESSIONALS

Effective July 1, 2021 Education Support bargaining unit employees will receive a 4.25% increase to the regular rate of pay.

C. TRANSPORTATION EMPLOYEES

- 1. Effective July 1, 2021 Transportation bargaining unit employees will receive a 4.25% increase to the regular rate of pay.
- 2. Regular To and From Bus Drivers will be paid at their regular rate of pay for assigned regular routes and substitute bus driving routes.
- 3. Clerical Staff and Service Technicians who drive on regular bus routes will be paid driver wages for that time. When a district employee classified as a regular activity bus driver

drives a to-and-from route, she/he will be paid the regular to- and-from rate (this does not apply to substitute bus drivers).

4. Field Work and Activity Trips

- a. Field Work and Activity Trips are trips requiring the use of CCSD vehicles to transport students to off-campus activities or athletic events. All Field Work and Activity Trips will be posted in each Bus Facility.
- b. The purpose of this procedure is to allow regular drivers the opportunity to receive additional hours of employment.
 - 1) All employees desiring to have their names placed upon the Rotation List must notify their supervisor in writing of their intention to be placed on the List.
 - 2) Employees requesting to drive for field work and/or to be placed on the Activity Rotation List will be placed initially based upon their seniority; and then by the number of hours charged, whether accepted or rejected, for equity in hours worked.
 - 3) The number of hours driven will be monitored to ensure that overtime requirements are followed and prevented when possible. Extra hours will be posted to equalize the number of hours worked.
 - 4) The Rotation List will be posted in each school bus facility area to enable all employees to review the List and observe their specific placement on the List and hours worked. Each driver will follow the Rotation List unless an urgent trip arises. For the purposes of this Article, an urgent trip is a trip scheduled with fewer than ten (10) days' notice. In the event of an urgent trip, management may call upon a driver in rotation for a variety of reasons including but not limited to, staffing and availability concerns.
 - 5) An employee who refuses three (3) consecutive assignments will be removed from the List for the remainder of the semester. Exceptions to the removal requirement may be made for extenuating circumstances.
 - 6) A CCEA representative employee in each school bus facility area will meet when requested with the area scheduler to ensure the procedure is being followed according to the terms of this Agreement.
 - 7) A school principal may request a particular driver for their Activity Trips or Field Work from the list of drivers serving that particular school, but hours worked must be equitable. All requests will be submitted in writing to the Transportation Coordinator.

- B. Items for ongoing discussion that the District and the Association agreed to engage in, if any, are described in Appendix F.

C. Maintenance -

- 1. Maintenance Foreman (3), Asbestos Inspector, Maintenance Trades Positions 5 & 6, Custodians and Warehouse Worker effective July 1, 2021 will receive a 4.25% increase to the regular rate of pay.

- D. Mandatory Reports - Each driver is required to adhere to all New Mexico state mandatory reporting requirements, *i.e.*, maintain current student seating charts, submit required reports, provide proper interior bus cleaning, completing necessary student discipline forms, and other necessary requirements. School bus drivers will be paid at their regular rate of pay for all hours assigned and worked within a 40- hour work week. Computer time for updates, including route and seating information, will be scheduled by the transportation secretary at each bus barn. Any additional time required will be coordinated through the bus barn transportation secretary.
- E. ASE Certification - Mechanics requiring ASE certification will, after one (1) year of continuous employment, be eligible for CCSD assistance for renewal and application fees up to \$250.00 per employee. The employee will be reimbursed the actual costs within the \$250.00 fee following formal notification to their supervisor of the successful completion of the certification. An employee will be eligible for the reimbursement every two (2) years following certificate renewal.
- F. Transportation clerks will be paid for hours actually worked in accordance with FLSA.
- G. Professional development required to maintain CDL licensure will be compensated at state minimum wage per hour. District-required professional development will be paid at salary schedule rates.
- H. Longevity Stipend
1. longevity stipend will be paid to each transportation employee who falls within the range of years of consecutive employment on the schedule as follows:

20 years or more =	\$300.00
15 years to 19 years =	\$200.00
10 years to 14 years =	\$100.00

Such payment will be made on the last pay period of the school year, provided the employee remains actively employed on the last day of the school year.
- I. Hourly bargaining unit employees shall be paid for all hours worked. Any and all work beyond their contracted work-day hours shall require approval.


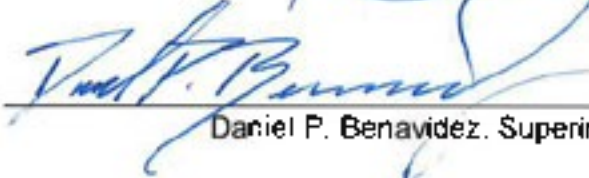
ARTICLE TWENTY-SEVEN DURATION OF AGREEMENT

- A. This Agreement will become effective upon ratification and signatures of the parties.
- B. The Agreement will be in full force and effect until June 30, 2023
- C. No later than March 15 of each year of the Agreement, each party may open up to three (3) articles for negotiation each year for the duration of this agreement. If both parties mutually agree, any other article of the agreement can be opened for negotiation.

AGREEMENT SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf.

CENTRAL CONSOLIDATED SCHOOL DISTRICT BOARD OF EDUCATION:

 _____ Gary Montoya, School Board President	11/16/2021 _____ Date
 _____ Daniel P. Benavidez, Superintendent	11/16/2021 _____ Date

CENTRAL CONSOLIDATED EDUCATION ASSOCIATION:

 _____ Michael Moss, President CCEA	11/16/2021 _____ Date
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APPENDIX A

A. Bargaining Unit Positions-Certified

- 1. Academic Coach
 - 2. Audiologist
 - 3. Counselor
 - 4. Interpreter, Associate/BA/MA
 - 5. Librarian
 - 6. Navajo Language Teacher, Associate/BA/MA
 - 7. Nurse, Associate/BA/MA
 - 8. Occupational Therapist
 - 9. Psychologist
 - 10. Speech Language Pathologist, Apprentice/MA
 - 11. Social Worker
 - 12. Teacher *Excludes non-certified using 520 license
 - 13. Transition Counselor
- B. All Supervisors, Coordinators, and other Management personnel are excluded from the unit.

APPENDIX B

A. Bargaining Unit Positions-Educational Support Professionals

- 1. Aide, Educational
- 2. Aide, Educational-Special Education
- 3. Aide, Health
- 4. Aide, Physical Education
- 5. Aide, Personal Care Assistant
- 6. Clerical
- 7. Cook
- 8. Custodian
- 9. Custodian Lead
- 10. Daycare Provider
- 11. Daycare Provider Lead
- 12. Foreman, Grounds, Maintenance, Warehouse
- 13. Cook Manager/Assistant
- 14. Liaison
- 15. Library Clerk
- 16. Maintenance
- 17. Performing Arts Center Technician
- 18. Information Technician

- 19. Print shop Technician
- 20. Teacher, Parents as Teachers-Non-certified

B. Warehouse

- C. The following are considered confidential positions and are excluded from the bargaining unit:
- 1. Accounts Payable Staff
 - 2. Human Resources Staff
 - 3. Payroll Staff
 - 4. Secretary to the Directors
 - 5. Secretary to the Superintendent
 - 6. Accounting Staff
- D. All Supervisors, Coordinators, and other Management personnel are excluded from the unit.

APPENDIX C

A Bargaining Unit Positions-Transportation Employees

- 1. Bus Driver
 - 2. Activity Bus Driver
 - 3. Bus Driver Instructor
 - 4. Bus Aide
 - 5. Bus Washer
 - 6. Parts Manager
 - 7. Service Technician
 - 8. Mechanic
- B. All Supervisors, Coordinators and other Management personnel are excluded from the unit.

APPENDIX D

Work Schedule During District Closures, Delays, and Early Dismissals

Information Only, Not Grievable

The following information is intended to provide guidance to all employees encountering school closure or delays due to unforeseen conditions. Phone trees will be initiated, but it is the employee's responsibility to listen to local news reports regarding school closures or delays. If you have any questions regarding these procedures, please contact your immediate supervisor or the Shiprock Administration Complex.

All Day Closure

School -Based Employees and Bus Drivers: When school is closed for an entire day, school-based employees (e.g., teachers, coaches, counselors, instructional support providers, and other certified staff; non-12 month secretaries, educational assistants, food- service workers, 223-day custodians) and bus drivers do not report for work. The only exception is school Principals, who are required to report to their schools and then consult with their immediate supervisor for their next steps; or an employee who is directed to be at work by his/her supervisor for atypical reasons. These days will be made up as per an adopted District calendar. On closure days all co-curricular activities and other activities of the District are canceled unless an exception is made on a case-by- case basis by the Superintendent or his designee.

Eleven-month and Twelve-month Employees, non-school based: All eleven- month and twelve-month employees are expected to report to work. Each employee must use his/her own discretion to decide when they can safely report to work, unless directed otherwise via established department procedures. Eleven-and twelve-month employees who are not able to report to work or choose not to report to work for part, or all, of an All Day Closure, are required to take leave. Hourly employees may take leave or make up the time as per arrangements with their supervisors. Some staff may be requested, if personal safety allows, to report to work in order to maintain the safe operations of facilities and respond to emergency needs.

Two- (2) Hour Delay

All District Employees: The start of school for students is delayed on a Two-Hour- Delay Day. However, all District employees are requested to report to work as closely as possible to their regular start times as personal safety allows. CCSD wishes all employees to exercise judgment and use safety precautions when reporting to work on two-hour-delay days. In the event employees are not able to report to work, appropriate leave should be used.

Early Dismissal

All District Employees: When school has begun and the Superintendent subsequently dismisses school due to unforeseen conditions, all District employees are requested to make every reasonable effort to complete their assigned or contracted work schedules as personal safety and circumstances allow. Building principals have authorization to release employees for weather-related safety concerns when conditions warrant early dismissal. All co-curricular and other activities of the District are canceled unless an exception is made on a case-by-case basis by the Superintendent or his designee

EXHIBIT E

Salary Schedules to include negotiated Stipends for additional duties as described in the “Stipend Duty Deliverables.

CENTRAL CONSOLIDATED SCHOOL DISTRICT
Bargaining Unit B (Educational Support)
Health Aide and Liaison
2021-2022 SY

Step	Grade 1	Grade 2
0	\$14.60	\$17.70
1	\$15.20	\$18.50
2-6	\$15.90	\$19.50

Grade 1 - Health Aides
Grade 2 - Health Aides (Associate's Degree and higher)
Liaisons

Liaisons work 185 days and 7 hours/day.
Health Aides work 185 days and 7.5 hours/day.

The salary schedule is a one-year document that reflects placement only. This schedule does not reflect future movement.

Official transcripts and a copy of the New Mexico Educator License(s) must be on file with the Human Resources Department by October 1st of the current year. The New Mexico Educator License(s) must be applicable to the current contract assignment.

Employees hired after September 1st of the school year must have all official transcripts and New Mexico Educator License(s) submitted to the Human Resources Department within thirty (30) working days after employment.

Each employee is responsible to supply an accurate address and other required information for verification of out-of-district experience. Verification must be received from the previous employer/supervisor in the Human Resources Department within thirty (30) working days after employment.

A maximum of six (6) years job related out-of-district experience is allowed.

Completion of a minimum of fifty-one percent (51%) of a standard year contract is required to be counted for a full year of experience.

CENTRAL CONSOLIDATED SCHOOL DISTRICT
Bargaining Unit B (Educational Support)
Health Aide and Liaison
2021-2022 SY

Step	Grade 1	Grade 2
0	\$14.60	\$17.70
1	\$15.20	\$18.50
2-6	\$15.90	\$19.50

Grade 1 - Health Aides
Grade 2 - Health Aides (Associate's Degree and higher)
Liaisons

Liaisons work 185 days and 7 hours/day.
Health Aides work 185 days and 7.5 hours/day.

The salary schedule is a one-year document that reflects placement only. This schedule does not reflect future movement.

Official transcripts and a copy of the New Mexico Educator License(s) must be on file with the Human Resources Department by October 1st of the current year. The New Mexico Educator License(s) must be applicable to the current contract assignment.

Employees hired after September 1st of the school year must have all official transcripts and New Mexico Educator License(s) submitted to the Human Resources Department within thirty (30) working days after employment.

Each employee is responsible to supply an accurate address and other required information for verification of out-of-district experience. Verification must be received from the previous employer/supervisor in the Human Resources Department within thirty (30) working days after employment.

A maximum of six (6) years job related out-of-district experience is allowed.

Completion of a minimum of fifty-one percent (51%) of a standard year contract is required to be counted for a full year of experience.

CENTRAL CONSOLIDATED SCHOOL DISTRICT
Bargaining Unit B (Educational Support)
Educational Assistant
2021-2022 SY

Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
0	\$12.50	\$12.80	\$13.00	\$13.60	\$19.80
1	\$13.00	\$13.30	\$13.60	\$14.15	\$20.40
2-6	\$13.50	\$13.70	\$14.50	\$15.10	\$22.20

*Highly Qualified Educational Assistants substituting for a regular classroom teacher are paid additionally per hour.

\$4.00	\$4.25	\$4.50	\$4.75	\$5.00
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Grade 1 - Educational Assistant (HS to HS+31)
Grade 2 - Educational Assistant (HS+32 to HS+63)
Grade 3 - Educational Assistant (HS+64 and above)
Grade 4 - Educational Assistant (Associates Degree or Higher) Grade 5 - Parent's As Teacher Educational Assistant

Educational Assistants work 185 days and 7 hours/day, **except that for the 21-22 School Year educational assistants will be permitted to work an additional half hour per day, Monday through Thursday due to the extended school day for a total of two additional hours per week. Scheduling of hours worked will be determined between the supervisor and employee.**

The salary schedule is a one-year document that reflects placement only. This schedule does not reflect future movement.

Official transcripts and a copy of the New Mexico Educator License(s) must be on file with the Human Resources Department by October 1st of the current year. The New Mexico Educator License(s) must be applicable to the current contract assignment.

Employees hired after September 1st of the school year must have all official transcripts and New Mexico Educator License(s) submitted to the Human Resources Department within thirty (30) working days after employment.

Each employee is responsible to supply an accurate address and other required information for verification of out-of-district experience. Verification must be received from the previous employer/supervisor in the Human Resources Department within thirty (30) working days after employment.

A maximum of six (6) years job related out-of-district experience is allowed.

Completion of a minimum of fifty-one percent (51%) of a standard year contract is required to be counted for a full year of experience.

**CENTRAL CONSOLIDATED SCHOOL DISTRICT
Athletics
2021-2022 SY**

Athletic Coordinator - HS	\$13,000
Athletic Coordinator - MS	\$5,000
Baseball, Asst - HS	\$3,700
Baseball, Head - HS	\$7,000
Basketball, Asst - HS	\$6,500
Basketball, Head, - HS	\$9,000
Basketball, Asst - MS	\$2,800
Basketball, Head - MS	\$3,900
Cheerleading, Asst - HS	\$2,500
Cheerleading, Head - HS	\$5,000
Cheerleading, Asst - MS	\$1,400
Cheerleading, Head - MS	\$2,800
Cross Country, Asst - HS	\$3,700
Cross Country, Head - HS	\$7,000
Cross Country, Asst - MS	\$2,800
Cross Country, Head - MS	\$3,900
Football, Asst - HS	\$6,500
Football, Head - HS	\$9,000
Football, Asst - MS	\$2,800
Football, Head - MS	\$3,900
Golf, Asst - HS	\$3,700
Golf, Head - HS	\$7,000
Soccer, Asst - HS	\$3,700
Soccer, Head - HS	\$7,000
Softball, Asst - HS	\$3,700
Softball, Head - HS	\$7,000
Summer Weights	\$2,500
Track, Asst - HS	\$3,700
Track, Head - HS	\$7,000
Track, Asst - MS	\$2,800
Track, Head - MS	\$3,900
Volleyball, Asst - HS	\$3,700
Volleyball, Head - HS	\$7,000
Volleyball, Asst - MS	\$2,800
Volleyball, Head - MS	\$3,900
Wrestling, Asst - HS	\$3,700
Wrestling, Head - HS	\$7,000
Wrestling, Asst - MS	\$2,800
Wrestling, Head - MS	\$3,900

This is a one year document that reflects placement only.

**CENTRAL CONSOLIDATED SCHOOL DISTRICT
Confidential Clerical
2021-2022 SY**

Step	Grade 1	Grade 2	Grade3
0	\$14.00	\$14.50	\$15.00
1	\$14.50	\$15.00	\$15.50
2-6	\$15.55	\$16.10	\$16.75

Grade 1 - Clerical (HS to HS+47)
Grade 2 - Clerical (HS+48 to HS+95)
Grade 3 - Clerical (HS+96 and above)

District Clerical (Finance, Human Resources, and Secretary to the Directors) work 245 days and 8 hours/day.

The salary schedule is a one-year document that reflects placement only. This schedule does not reflect future movement.

Official transcripts must be on file with the Human Resources Department by October 1st of the current year.

Employees hired after September 1st of the school year must have all official transcripts submitted to the Human Resources Department within thirty (30) working days after employment.

Each employee is responsible to supply an accurate address and other required information for verification of out-of-district experience. Verification must be received from the previous employer/supervisor in the Human Resources Department within thirty (30) working days after employment.

A maximum of six (6) years job related out-of-district experience is allowed.

Completion of a minimum of fifty-one percent (51%) of a standard year contract is required to be counted for a full year of experience.

The Facility Use Manager will receive an additional hourly increment above his/her scheduled position equal to \$1,000 per year.

CENTRAL CONSOLIDATED SCHOOL DISTRICT
Bargaining Unit C (Transportation)
Transportation Clerical
2021-2022 SY

Step	Grade 1	Grade 2	Grade 3
0	\$14.25	\$14.75	\$15.25
1	\$14.75	\$15.25	\$15.75
2-6	\$15.75	\$16.25	\$16.75

Grade 1 - Clerical (HS to HS+47)
Grade 2 - Clerical (HS+48 to HS+95)
Grade 3 - Clerical (HS+96 and above)

Transportation Receptionist work 223 days and 8 hours/day.
Transportation Clerical work 245 days and 8 hours/day.

The schedule is a one-year document that reflects placement only. This schedule does not reflect future movement.

Official transcripts must be on file with the Human Resources Department by October 1st of the current year.

Employees hired after September 1st of the school year must have all official transcripts submitted to the Human Resources Department within thirty (30) working days after employment.

Each employee is responsible to supply an accurate address and other required information for verification of out-of-district experience. Verification must be received from the previous employer/supervisor in the Human Resources Department within thirty (30) working days after employment.

A maximum of six (6) years job related out-of-district experience is allowed.

Completion of a minimum of fifty-one percent (51%) of a standard year contract is required to be counted for a full year of experience.

Clerical Staff driving regular bus routes to check road conditions are paid driver wages, or their regular wages which ever is higher, for that time.

Regular To and From Bus Drivers are paid at their regular rate of pay for assigned regular routes and substitute bus driving routes

CENTRAL CONSOLIDATED SCHOOL DISTRICT
Bargaining Unit B (Educational Support)
Clerical
2021-2022 SY

Step	Grade 1	Grade 2	Grade 3	Grade 4
0	\$13.00	\$13.50	\$13.50	\$14.00
1	\$13.45	\$14.00	\$14.00	\$14.55
2-6	\$14.65	\$15.30	\$15.30	\$15.90

Grade 1 - Clerical and School Library Clerks (HS to HS+47)
Grade 2 - Clerical (HS+48 to HS+95)
Grade 3 - School Library Clerks (HS+48 and above)
Grade 4 - Clerical (HS+96 and above)

School Library Clerks work 195 days and 7.5 hours/day.
Receptionists work 195 days and 8 hours/day.
Clerical, School and District work 215, 223 or 245 days and 8 hours/day.

The salary schedule is a one-year document that reflects placement only. This schedule does not reflect future movement.

Official transcripts must be on file with the Human Resources Department by October 1st of the current year.

Employees hired after September 1st of the school year must have all official transcripts submitted to the Human Resources Department within thirty (30) working days after employment.

Each employee is responsible to supply an accurate address and other required information for verification of out-of-district experience. Verification must be received from the previous employer/supervisor in the Human Resources Department within thirty (30) working days after employment.

A maximum of six (6) years job related out-of-district experience is allowed.

Completion of a minimum of fifty-one percent (51%) of a standard year contract is required to be counted for a full year of experience.

CENTRAL CONSOLIDATED SCHOOL DISTRICT
Bargaining Unit B (Educational Support)
Food Service
2021-2022 SY

Step	Grade 1	Grade 2	Grade 3
0	\$10.95	\$11.20	\$12.45
1	\$11.30	\$11.70	\$13.00
2-6	\$12.30	\$12.75	\$14.20

Grade 1 - Cook
Grade 2 - Cook Assistant Manager
Grade 3 - Cook Manager

Cooks work 185 days and 6.5 hours/day.
Cook Assistant Managers work 185 days and 7 hours/day.
Cook Managers work 185 days and 7.5 hours/day.

The salary schedule is a one-year document that reflects placement only. This schedule does not reflect future movement.

Official transcripts must be on file with the Human Resources Department by October 1st of the current year.

Employees hired after September 1st of the school year must have all official transcripts submitted to the Human Resources Department within thirty (30) working days after employment.

Each employee is responsible to supply an accurate address and other required information for verification of out-of-district experience. Verification must be received from the previous employer/supervisor in the Human Resources Department within thirty (30) working days after employment.

A maximum of six (6) years job related out-of-district experience is allowed.

Completion of a minimum of fifty-one percent (51%) of a standard year contract is required to be counted for a full year of experience.

Cooks, Cook Assistant Managers and Cook Managers providing catering services are paid an additional \$1.50 per hour.

CENTRAL CONSOLIDATED SCHOOL DISTRICT
Bargaining Unit A (Certified)
Counselors
2021-2022 SY

Counselors work 195 days and 7.5 hours/day.

The salary schedule is a one-year document that reflects placement only. This schedule does not reflect future movement.

Official transcripts and a copy of the New Mexico Educator License(s) must be on file with the Human Resources Department by October 1st of the current year. The New Mexico Educator License(s) must be applicable to the current contract assignment.

Employees hired after September 1st of the school year must have all official transcripts and New Mexico Educator License(s) submitted to the Human Resources Department within thirty (30) working days after employment.

Each employee is responsible to supply an accurate address and other required information for verification of out-of-district experience. Verification must be received from the previous employer/supervisor in the Human Resources Department within thirty (30) working days after employment.

Twenty (20) years of out-of-district experience is allowed. Experience includes teaching and administrative experience. Substitute teaching and student teaching is not recognized as teaching experience.

Completion of a minimum of fifty-one percent (51%) of a standard year contract is required to be counted for a full year of experience.

CENTRAL CONSOLIDATED SCHOOL DISTRICT
Bargaining Unit B (Educational Support)
Daycare
2021-2022 SY

Daycare Provider	\$ 14.65
Daycare Specialist	\$ 28.65

Daycare Providers work 185 days and 8 hours/day.
Daycare Specialists work 185 days and 8 hours/day.

The salary schedule is a one-year document that reflects placement only. This schedule does not reflect future movement.

Official transcripts and a copy of the New Mexico Educator License(s) must be on file with the Human Resources Department by October 1st of the current year. The New Mexico Educator License(s) must be applicable to the current contract assignment.

Employees hired after September 1st of the school year must have all official transcripts and New Mexico Educator License(s) submitted to the Human Resources Department within thirty (30) working days after employment.

Each employee is responsible to supply an accurate address and other required information for verification of out-of-district experience. Verification must be received from the previous employer/supervisor in the Human Resources Department within thirty (30) working days after employment.

Completion of a minimum of fifty-one percent (51%) of a contract is required to be counted as a full year of experience.

CENTRAL CONSOLIDATED SCHOOL DISTRICT
Bargaining Unit A (Certified)
Counselors
2021-2022 SY

		Elementary			Middle School			High School			
Step	Level 1	Level 2	Level 3	Level 1	Level 2	Level 3	Level 1	Level 2	Level 3	Step	
0	\$ 56,295	\$ 56,868	\$ 62,550	\$ 56,868	\$ 57,442	\$ 63,123	\$ 56,868	\$ 57,442	\$ 63,123	0	
1	\$ 58,547	\$ 59,143	\$ 65,052	\$ 59,143	\$ 59,739	\$ 65,648	\$ 59,143	\$ 59,739	\$ 65,648	1	
2	\$ 58,842	\$ 59,991	\$ 65,053	\$ 59,700	\$ 60,842	\$ 65,649	\$ 59,700	\$ 60,842	\$ 65,649	2	
3	\$ 60,607	\$ 61,791	\$ 65,054	\$ 61,491	\$ 62,668	\$ 65,650	\$ 61,491	\$ 62,668	\$ 65,650	3	
4	\$ 60,608	\$ 61,792	\$ 65,055	\$ 61,492	\$ 62,669	\$ 65,651	\$ 61,492	\$ 62,669	\$ 65,651	4	
5	\$ 60,609	\$ 61,793	\$ 65,056	\$ 61,493	\$ 62,670	\$ 65,652	\$ 61,493	\$ 62,670	\$ 65,652	5	
6	\$ 60,610	\$ 61,794	\$ 65,057	\$ 61,494	\$ 62,671	\$ 65,654	\$ 61,494	\$ 62,671	\$ 65,654	6	
7	\$ 60,965	\$ 62,150	\$ 65,058	\$ 61,495	\$ 62,672	\$ 65,655	\$ 61,495	\$ 62,672	\$ 65,655	7	
8	\$ 61,320	\$ 62,504	\$ 65,059	\$ 61,847	\$ 63,025	\$ 65,656	\$ 61,847	\$ 63,025	\$ 65,656	8	
9	\$ 61,675	\$ 62,860	\$ 65,226	\$ 62,202	\$ 63,379	\$ 65,735	\$ 62,202	\$ 63,379	\$ 65,735	9	
10	\$ 62,032	\$ 63,214	\$ 65,583	\$ 62,554	\$ 63,732	\$ 66,088	\$ 62,554	\$ 63,732	\$ 66,088	10	
11	\$ 62,386	\$ 63,570	\$ 65,937	\$ 62,909	\$ 64,086	\$ 66,442	\$ 62,909	\$ 64,086	\$ 66,442	11	
12	\$ 62,742	\$ 63,924	\$ 66,290	\$ 63,261	\$ 64,438	\$ 66,795	\$ 63,261	\$ 64,438	\$ 66,795	12	
13	\$ 63,096	\$ 64,281	\$ 66,648	\$ 63,614	\$ 64,797	\$ 67,147	\$ 63,614	\$ 64,797	\$ 67,147	13	
14	\$ 63,452	\$ 64,635	\$ 67,003	\$ 63,968	\$ 65,146	\$ 67,502	\$ 63,968	\$ 65,146	\$ 67,502	14	
15	\$ 63,806	\$ 64,990	\$ 67,358	\$ 64,321	\$ 65,500	\$ 67,854	\$ 64,321	\$ 65,500	\$ 67,854	15	
16	\$ 64,162	\$ 65,346	\$ 67,712	\$ 64,675	\$ 65,854	\$ 68,209	\$ 64,675	\$ 65,854	\$ 68,209	16	
17	\$ 64,516	\$ 65,700	\$ 68,068	\$ 65,028	\$ 66,206	\$ 68,561	\$ 65,028	\$ 66,206	\$ 68,561	17	
18	\$ 64,872	\$ 66,056	\$ 68,422	\$ 65,381	\$ 66,560	\$ 68,917	\$ 65,381	\$ 66,560	\$ 68,917	18	
19	\$ 65,226	\$ 66,410	\$ 68,778	\$ 65,735	\$ 66,913	\$ 69,270	\$ 65,735	\$ 66,913	\$ 69,270	19	
20	\$ 61,317	\$ 66,766	\$ 69,133	\$ 66,088	\$ 67,267	\$ 69,622	\$ 66,088	\$ 67,267	\$ 69,622	20	
21	\$ 61,318	\$ 67,120	\$ 69,489	\$ 66,088	\$ 67,620	\$ 69,977	\$ 66,088	\$ 67,620	\$ 69,977	21	
22	\$ 61,319	\$ 67,476	\$ 69,843	\$ 66,088	\$ 67,973	\$ 70,329	\$ 66,088	\$ 67,973	\$ 70,329	22	
23	\$ 61,320	\$ 67,831	\$ 70,199	\$ 66,088	\$ 68,326	\$ 70,684	\$ 66,088	\$ 68,326	\$ 70,684	23	
24	\$ 61,321	\$ 68,187	\$ 70,553	\$ 66,088	\$ 68,691	\$ 71,036	\$ 66,088	\$ 68,691	\$ 71,036	24	
25	\$ 61,323	\$ 68,541	\$ 70,909	\$ 66,088	\$ 69,034	\$ 71,389	\$ 66,088	\$ 69,034	\$ 71,389	25	
26	\$ 61,324	\$ 68,897	\$ 71,264	\$ 66,088	\$ 69,387	\$ 71,743	\$ 66,088	\$ 69,387	\$ 71,743	26	
27	\$ 61,326	\$ 69,251	\$ 71,619	\$ 66,088	\$ 69,740	\$ 72,096	\$ 66,088	\$ 69,740	\$ 72,096	27	
28	\$ 61,327	\$ 69,607	\$ 71,974	\$ 66,088	\$ 70,094	\$ 72,447	\$ 66,088	\$ 70,094	\$ 72,447	28	
29	\$ 61,328	\$ 69,962	\$ 72,329	\$ 66,088	\$ 70,447	\$ 72,803	\$ 66,088	\$ 70,447	\$ 72,803	29	
30	\$ 61,373	\$ 70,317	\$ 72,685	\$ 66,088	\$ 70,800	\$ 73,156	\$ 66,088	\$ 70,800	\$ 73,156	30	

CENTRAL CONSOLIDATED SCHOOL DISTRICT
Bargaining Unit A (Certified)
Diagnostician/Psychologist
2021-2022 SY

Step	Level 1	Level 2
0	\$ 54,210	\$ 58,641
1	\$ 56,378	\$ 60,986
2	\$ 57,119	\$ 64,589
3	\$ 58,833	\$ 66,526
4	\$ 58,835	\$ 66,527
5	\$ 58,836	\$ 66,528
6	\$ 58,837	\$ 66,531
7	\$ 58,955	\$ 66,650
8	\$ 59,074	\$ 66,769
9	\$ 59,195	\$ 66,889
10	\$ 61,314	\$ 67,557
11	\$ 61,804	\$ 69,282
12	\$ 63,166	\$ 69,527
13	\$ 64,531	\$ 71,315
14	\$ 65,484	\$ 72,271
15	\$ 67,391	\$ 73,342
16	\$ 67,467	\$ 75,477
17	\$ 70,062	\$ 75,561
18	\$ 70,224	\$ 78,469
19	\$ 71,711	\$ 78,649
20	\$ 73,359	\$ 80,315
21	\$ 75,006	\$ 82,160
22	\$ 76,656	\$ 84,006
23	\$ 78,302	\$ 85,852
24	\$ 79,950	\$ 87,697
25	\$ 81,602	\$ 89,544

Level 1 - Master's Degree
Level 2 - Master's Degree +45/Doctorate Degree

Diagnoticians and Psychologists work 185 days and 7.5 hours/day.

The salary schedule is a one-year document that reflects placement only. This schedule does not reflect future movement.

Official transcripts and a copy of the New Mexico Educator License(s) must be on file with the Human Resources Department by October 1st of the current year. The New Mexico Educator License(s) must be applicable to the current contract assignment.

Employees hired after September 1st of the school year must have all official transcripts and New Mexico Educator License(s) submitted to the Human Resources Department within thirty (30) working days after employment.

Each employee is responsible to supply an accurate address and other required information for verification of out-of-district experience. Verification must be received from the previous employer/supervisor in the Human Resources Department within thirty (30) working days after employment.

Twenty (20) years of out-of-district experience is allowed.

Completion of a minimum of fifty-one percent (51%) of a standard year contract is required to be counted for a full year of

CENTRAL CONSOLIDATED SCHOOL DISTRICT
Bargaining Unit B (Educational Support)
Dine Bi Library
2021-2022 SY

Step	Grade 1	Grade 2
0	\$11.50	\$13.00
1	\$12.00	\$13.50
2-6	\$13.00	\$15.00

Grade 1 - Library Aide
Grade 2 - Library Clerk

Dine Bi Library Aides work 215 days and 8 hours/day.
Dine Bi Library Clerks work 245 days and 8 hours/day.

The salary schedule is a one-year document that reflects placement only. This schedule does not reflect future movement.

Official transcripts must be on file with the Human Resources Department by October 1st of the current school year.

Employees hired after September 1st of the school year must have all official transcripts submitted to the Human Resources Department within thirty (30) working days after employment.

Each employee is responsible to supply an accurate address and other required information for verification of out-of-district experience. Verification must be received from the previous employer/supervisor in the Human Resources Department within thirty (30) working days after employment.

A maximum of six (6) years job related out-of-district experience is allowed.

Completion of a minimum of fifty-one percent (51%) of a standard year contract is required to be counted for a full year of experience.

Central Consolidated School District
Bargaining Unit A (Certified)
Instructional Support Providers
SLP, SW, OT, PT, Audiologist, Interpreter, and Transitional Counselor
2021-2022 SY

Step	Level 1	Level 2	Level 3
0	\$ 56,295	\$ 59,423	\$ 65,678
1	\$ 58,547	\$ 61,799	\$ 68,305
2	\$ 61,118	\$ 65,327	\$ 72,237
3	\$ 62,950	\$ 67,286	\$ 74,404
4	\$ 62,952	\$ 67,287	\$ 74,405
5	\$ 62,953	\$ 67,289	\$ 74,406
6	\$ 62,954	\$ 67,290	\$ 74,407
7	\$ 62,956	\$ 67,292	\$ 74,409
8	\$ 63,554	\$ 67,293	\$ 74,411
9	\$ 64,164	\$ 67,294	\$ 74,412
10	\$ 64,775	\$ 67,295	\$ 74,413
11	\$ 65,386	\$ 67,297	\$ 74,414
12	\$ 65,991	\$ 67,302	\$ 74,415
13	\$ 65,415	\$ 67,408	\$ 74,416
14	\$ 67,208	\$ 67,571	\$ 74,824
15	\$ 67,816	\$ 68,792	\$ 75,245
16	\$ 68,305	\$ 70,015	\$ 75,667
17	\$ 68,305	\$ 71,237	\$ 76,088
18	\$ 68,305	\$ 72,460	\$ 76,129
19	\$ 68,305	\$ 73,682	\$ 76,166
20	\$ 68,305	\$ 73,989	\$ 76,205
21	\$ 68,305	\$ 74,296	\$ 76,243
22	\$ 68,305	\$ 74,542	\$ 76,282
23	\$ 68,305	\$ 74,599	\$ 76,320
24	\$ 68,305	\$ 74,754	\$ 76,358
25	\$ 68,305	\$ 74,906	\$ 76,396

\$36.59	SLP Assistant
\$36.59	PT Assistant
\$36.59	OT Assistant

CENTRAL CONSOLIDATED SCHOOL DISTRICT
Instructors
2021-2022 SY

Grade	Rate
4	\$39,172
5	\$41,298
6	\$41,969

Grade 4 - Instructor without degree
Grade 5 - Instructor with Associate's Degree
Grade 6 - Instructor with Bachelor's Degree and higher

Instructors work 185 days and 7.5 hours/day.
ROTC Instructors work 223 days and 7.5 hours/day.

The salary schedule is a one-year document that reflects placement only. This schedule does not reflect future movement.

Official transcripts and a copy of the New Mexico Educator License(s) must be on file with the Human Resources Department by October 1st of the current year. The New Mexico Educator License(s) must be applicable to the current contract assignment.

Employees hired after September 1st of the school year must have all official transcripts and New Mexico Educator License(s) submitted to the Human Resources Department within thirty (30) working days after employment.

Each employee is responsible to supply an accurate address and other required information for verification of out-of-district experience. Verification must be received from the previous employer/supervisor in the Human Resources Department within thirty (30) working days after employment.

Completion of a minimum of fifty-one percent (51%) of a standard year contract is required to be counted for a full year of experience.

Marine and Army JROTC Instructors reimbursed by the military are paid according to the Minimum Instructor Pay.

\$1,000 - stipend for Native American Language and Culture Instructor providing home language instruction 100% of the day

The salary schedule is a one-year document that reflects placement only. This schedule does not reflect future movement.

Instructional Support Providers work 185 days and 7.5 hours/day.

Official transcripts and a copy of the New Mexico Educator License(s) must be on file with the Human Resources Department by October 1st of the current year. The New Mexico Educator License(s) must be applicable to the current contract assignment.

Employees hired after September 1st of the school year must have all official transcripts and New Mexico Educator License(s) submitted to the Human Resources Department within thirty (30) working days after employment.

Each employee is responsible to supply an accurate address and other required information for verification of out-of-district experience. Verification must be received from the previous employer/supervisor in the Human Resources Department within thirty (30) working days after employment.

Twenty (20) years of out-of-district experience is allowed.

Completion of a minimum of fifty-one percent (51%) of a standard year contract is required to be counted for a full year of experience.

Audiologist with a Doctorate Degree are automatically placed at Level 3.

CENTRAL CONSOLIDATED SCHOOL DISTRICT
Bargaining Unit B (Educational Support)
Maintenance, Custodial and Warehouse
2021-2022 SY

Step	Grade 1	Grade 2	Grade 3	Grade 5
0	\$11.47	\$11.99	\$15.12	\$18.77
1	\$11.94	\$12.51	\$15.74	\$19.55
2-6	\$12.67	\$13.24	\$16.63	\$20.07

- Grade 1 - Custodian (8 hours/day and 245 days)
- Grade 2 - Head Custodian (8 hours/day and 245 days)
- Grade 3 - Maintenance (non-skilled trade), General, Grounds, Housing, Locksmith, Warehouse, and Security Guard (8 hours/day and 245 days)
- Grade 5 - Maintenance (skilled) - Electrician, Plumber, HVAC, Carpenter (8 hours/day and 245 days)

The salary schedule is a one-year document that reflects placement only. This schedule does not reflect future movement.

Official transcripts must be on file with the Human Resources Department by October 1st of the current year.

Employees hired after September 1st of the school year must have all official transcripts submitted to the Human Resources Department within thirty (30) working days after employment.

Each employee is responsible to supply an accurate address and other required information for verification of out-of-district experience. Verification must be received from the previous employer/supervisor in the Human Resources Department within thirty (30) working days after employment.

A maximum of six (6) years job related out-of-district experience is allowed.

Completion of a minimum of fifty-one percent (51%) of a standard year contract is required to be counted for a full year of experience.

The Maintenance employee(s) with Asbestos Inspector responsibilities, receives an additional \$0.38 per hour.

CENTRAL CONSOLIDATED SCHOOL DISTRICT
Bargaining Unit B (Educational Support)
Maintenance Foreman
2021-2022 SY

	Salary
Foreman 1	\$40,195
Foreman 2	\$49,330
Foreman 3	\$54,843

Maintenance Foreman work 245 days and 8 hours.day.

The salary schedule is a one-year document that reflects placement only. This schedule does not reflect future movement.

Official transcripts must be on file with the Human Resources Department by October 1st of the current year.

Employees hired after September 1st of the school year must have all official transcripts submitted to the Human Resources Department within thirty (30) working days after employment.

Each employee is responsible to supply an accurate address and other required information for verification of out-of-district experience. Verification must be received from the previous employer/supervisor in the Human Resources Department within thirty (30) working days after employment.

A maximum of six (6) years job related out-of-district experience is allowed.

Completion of a minimum of fifty-one percent (51%) of a standard year contract is required to be counted for a full year of experience.

Maintenance Foreman do not receive any additional stipends or overtime.

CENTRAL CONSOLIDATED SCHOOL DISTRICT
Bargaining Unit A (Certified)
Certified Staff and Nurses
2021-2022 SY

Certified staff and Nurses work 185 days and 7.5 hours/day.
 Librarians work 195 days and 7.5 hours/day. Librarians receive compensation for additional days.
 District Academic Coaches work 195 days and 7.5 hours/day. District Coaches receive compensation for additional days.
 Early Interventionist Teachers work 195 days and 7.5 hours/day. EI Teachers receive compensation for additional days.
 Vocational Agriculture Teachers work 223 days and 7.5 hours/day. Vo-Ag Teachers receive compensation for additional days.

The salary schedule is a one-year document that reflects placement only. This salary schedule does not reflect future movement.

Official transcripts and a copy of the New Mexico Educator License(s) must be on file with the Human Resources Department by October 1st of the current year. The New Mexico Educator License(s) must be applicable to the current contract assignment.

Employees hired after September 1st of the school year must have all official transcripts and New Mexico Educator License(s) submitted to the Human Resources Department within thirty (30) working days after employment.

Each employee is responsible to supply an accurate address and other required information for verification of out-of-district experience. Verification must be received from the previous employer/supervisor in the Human Resources Department within thirty (30) working days after employment.

Twenty (20) years of out-of-district experience is allowed. Experience includes teaching and administrative experience. Substitute teaching and student teaching is not recognized as teaching experience.

Completion of a minimum of fifty-one percent (51%) of a standard year contract is required to be counted for a full year of experience.

RN Nurses with an Associate's Degree receive 85% of the Level II BA column.
RN Nurses with a Bachelor's Degree are placed at Level 2.

Stipends for Certified Teachers and Certified Librarians:

- \$1,200 - TESOL endorsement on license
- \$1,500 - Bilingual endorsement on license
- TBD - National Board Teacher Certification (NBTC)- amount determined annually by PED
- \$2,500 - Newcomb or Naschitti
- \$1,000 - Newcomb or Naschitti, Transportation Stipend

CENTRAL CONSOLIDATED SCHOOL DISTRICT
Bargaining Unit A (Certified)
Certified Staff and Nurses
2021-2022 SY

STEP	BA			BA*15			BA*45			MA			MA*15			MA*45			STEP
	AA Nurse	Level 2		Level 1	Level 2	Level 3	Level 1	Level 2	Level 3	Level 1	Level 2	Level 3	Level 1	Level 2	Level 3				
0	\$ 42,743	\$ 42,743	\$ 52,125	\$ 43,316	\$ 52,698	\$ 43,889	\$ 44,463	\$ 53,845	\$ 62,550	\$ 45,036	\$ 54,419	\$ 63,123	\$ 45,609	\$ 54,992	\$ 63,697	0			
1	\$ 44,452	\$ 44,452	\$ 54,210	\$ 45,049	\$ 54,806	\$ 45,645	\$ 46,241	\$ 55,999	\$ 65,052	\$ 46,837	\$ 56,595	\$ 65,648	\$ 47,434	\$ 57,192	\$ 66,245	1			
2	\$ 46,519	\$ 44,453	\$ 54,728	\$ 45,050	\$ 55,814	\$ 45,646	\$ 46,242	\$ 57,041	\$ 65,160	\$ 46,838	\$ 57,657	\$ 66,136	\$ 47,435	\$ 58,271	\$ 66,330	2			
3	\$ 47,915	\$ 44,454	\$ 56,371	\$ 45,051	\$ 57,489	\$ 45,647	\$ 46,243	\$ 58,753	\$ 66,364	\$ 46,840	\$ 59,386	\$ 67,018	\$ 47,436	\$ 60,018	\$ 68,320	3			
4	\$ 47,916	\$ 44,455	\$ 56,372	\$ 45,052	\$ 57,490	\$ 45,648	\$ 46,244	\$ 58,754	\$ 66,365	\$ 46,841	\$ 59,388	\$ 67,020	\$ 47,437	\$ 60,020	\$ 68,322	4			
5	\$ 47,917	\$ 44,456	\$ 56,373	\$ 45,053	\$ 57,492	\$ 45,649	\$ 46,245	\$ 58,756	\$ 66,366	\$ 46,842	\$ 59,389	\$ 67,021	\$ 47,438	\$ 60,021	\$ 68,323	5			
6	\$ 47,919	\$ 56,374	\$ 57,493		\$ 58,126			\$ 58,757	\$ 66,388		\$ 59,390	\$ 67,022		\$ 60,022	\$ 68,324	6			
7	\$ 47,920	\$ 56,375	\$ 57,494		\$ 58,128			\$ 58,758	\$ 66,390		\$ 59,391	\$ 67,023		\$ 60,023	\$ 68,325	7			
8	\$ 47,929	\$ 56,388	\$ 57,495		\$ 58,129			\$ 58,759	\$ 66,391		\$ 59,392	\$ 67,024		\$ 60,025	\$ 68,326	8			
9	\$ 47,984	\$ 56,452	\$ 57,496		\$ 58,130			\$ 58,761	\$ 66,392		\$ 59,393	\$ 67,025		\$ 60,026	\$ 68,328	9			
10	\$ 48,039	\$ 56,518	\$ 57,497		\$ 58,131			\$ 58,762	\$ 66,393		\$ 59,394	\$ 67,026		\$ 60,027	\$ 68,329	10			
11	\$ 48,097	\$ 56,585	\$ 57,498		\$ 58,132			\$ 58,763	\$ 66,395		\$ 59,395	\$ 67,028		\$ 60,028	\$ 68,330	11			
12	\$ 48,153	\$ 56,650	\$ 57,499		\$ 58,133			\$ 58,764	\$ 66,396		\$ 59,396	\$ 67,029		\$ 60,029	\$ 68,331	12			
13	\$ 48,209	\$ 56,716	\$ 57,500		\$ 58,134			\$ 58,765	\$ 66,397		\$ 59,397	\$ 67,031		\$ 60,030	\$ 68,332	13			
14	\$ 48,268	\$ 56,785	\$ 57,501		\$ 58,135			\$ 58,766	\$ 66,399		\$ 59,399	\$ 67,032		\$ 60,031	\$ 68,334	14			
15	\$ 48,324	\$ 56,851	\$ 57,502		\$ 58,136			\$ 58,767	\$ 66,400		\$ 59,400	\$ 67,033		\$ 60,032	\$ 68,335	15			
16	\$ 48,381	\$ 57,060	\$ 57,570		\$ 58,222			\$ 58,853	\$ 66,401		\$ 59,488	\$ 67,034		\$ 60,120	\$ 68,336	16			
17	\$ 48,501	\$ 57,498	\$ 57,635		\$ 58,287			\$ 58,920	\$ 66,402		\$ 59,553	\$ 67,035		\$ 60,185	\$ 68,337	17			
18	\$ 49,367	\$ 58,079	\$ 58,729		\$ 59,381			\$ 60,014	\$ 66,403		\$ 60,646	\$ 67,036		\$ 61,279	\$ 68,338	18			
19	\$ 50,299	\$ 59,173	\$ 59,824		\$ 60,476			\$ 61,110	\$ 67,069		\$ 61,744	\$ 67,702		\$ 62,376	\$ 68,373	19			
20	\$ 50,530	\$ 59,448	\$ 60,098		\$ 60,751			\$ 61,384	\$ 67,102		\$ 62,015	\$ 67,733		\$ 62,648	\$ 68,404	20			
21			\$ 60,373		\$ 61,024			\$ 61,658	\$ 67,134		\$ 62,290	\$ 67,766		\$ 62,922	\$ 68,436	21			
22			\$ 60,645		\$ 61,299			\$ 61,930	\$ 67,166		\$ 62,563	\$ 67,798		\$ 63,194	\$ 68,469	22			
23			\$ 60,776		\$ 61,428			\$ 62,061	\$ 67,199		\$ 62,694	\$ 67,831		\$ 63,325	\$ 68,502	23			
24			\$ 60,907		\$ 61,559			\$ 62,191	\$ 67,231		\$ 62,823	\$ 67,864		\$ 63,456	\$ 68,534	24			
25			\$ 61,038		\$ 61,688			\$ 62,321	\$ 67,264		\$ 62,954	\$ 67,897		\$ 63,588	\$ 68,568	25			
26			\$ 61,167		\$ 61,818			\$ 62,451	\$ 67,297		\$ 63,082	\$ 67,929		\$ 63,718	\$ 68,600	26			
27			\$ 61,299		\$ 61,951			\$ 62,581	\$ 67,329		\$ 63,215	\$ 67,962		\$ 63,848	\$ 68,632	27			
28			\$ 61,428		\$ 62,079			\$ 62,713	\$ 67,361		\$ 63,345	\$ 67,994		\$ 63,977	\$ 68,664	28			
29			\$ 61,440		\$ 62,210			\$ 62,844	\$ 67,394		\$ 63,476	\$ 68,028		\$ 64,109	\$ 68,694	29			
30			\$ 61,440		\$ 62,340			\$ 62,973	\$ 67,427		\$ 63,606	\$ 68,059		\$ 64,295	\$ 69,122	30			
31					\$ 62,992			\$ 63,626	\$ 67,462		\$ 64,257	\$ 68,092		\$ 65,741	\$ 69,350	31			
32					\$ 63,644			\$ 64,277	\$ 67,490		\$ 64,909	\$ 68,125		\$ 66,837	\$ 69,575	32			
33					\$ 64,427			\$ 65,058	\$ 67,524		\$ 65,692	\$ 68,157		\$ 67,522	\$ 70,425	33			
34					\$ 65,468			\$ 66,101	\$ 67,556		\$ 66,733	\$ 68,190		\$ 70,394	\$ 71,271	34			
35					\$ 66,512			\$ 67,143	\$ 67,589		\$ 67,778	\$ 68,222		\$ 71,490	\$ 72,120	35			
36					\$ 67,554				\$ 68,856		\$ 68,820	\$ 69,489		\$ 72,584	\$ 72,966	36			
37					\$ 68,595				\$ 69,900		\$ 69,951	\$ 70,531		\$ 73,679	\$ 73,814	37			
38					\$ 69,399				\$ 70,702		\$ 70,634	\$ 71,335		\$ 74,483	\$ 74,616	38			
39					\$ 70,202				\$ 71,506		\$ 71,437	\$ 72,137		\$ 75,287	\$ 75,418	39			
40					\$ 71,006				\$ 72,310		\$ 72,241	\$ 72,941		\$ 76,088	\$ 76,222	40			
41					\$ 72,611				\$ 73,915		\$ 73,043	\$ 73,744		\$ 76,892	\$ 77,025	41			
42					\$ 73,416				\$ 74,719		\$ 73,845	\$ 74,547		\$ 77,693	\$ 77,827	42			
43					\$ 74,218				\$ 75,521		\$ 74,648	\$ 75,350		\$ 78,496	\$ 78,632	43			
44					\$ 75,019				\$ 76,324		\$ 75,451	\$ 76,154		\$ 79,301	\$ 79,433	44			
45					\$ 75,019				\$ 76,324		\$ 76,255	\$ 76,956		\$ 80,103	\$ 80,236	45			

CENTRAL CONSOLIDATED SCHOOL DISTRICT
Bargaining Unit B (Educational Support)
Technician, Computer and Performing Arts Center
2021-2022 SY

Step	Grade 1	Grade 2	Grade 3
ALL	\$24.13	\$30.39	\$33.36

- Grade 1 - Technician
Grade 2 - Technician with Associate's Degree in a computer related field.
Grade 3 - Technician with Bachelor's Degree or higher in a computer related field.

Technicians work 245 days and 8 hours/day.

The salary schedule is a one-year document that reflects placement only. This schedule does not reflect future movement.

Official transcripts must be on file with the Human Resources Department by October 1st of the current year.

Employees hired after September 1st of the school year must have all official transcripts submitted to the Human Resources Department within thirty (30) working days after employment.

Each employee is responsible to supply an accurate address and other required information for verification of out-of-district experience. Verification must be received from the previous employer/supervisor in the Human Resources Department within thirty (30) working days after employment.

A maximum of six (6) years job related out-of-district experience is allowed.

Completion of a minimum of fifty-one percent (51%) of a standard year contract is required to be counted for a full year of experience.

CENTRAL CONSOLIDATED SCHOOL DISTRICT
Bargaining Unit C (Transportation)
Transportation
2021-2022 SY

Bus Driver - hourly	\$23.15
Activity Bus Driver/Field Work Driver - hourly	\$18.60
Bus Training Instructor - hourly	\$23.15
Bus Driver Inservice/Professional Development - hourly	\$18.45
Bus Aide Inservice/Professional Development - hourly	\$10.35
Professional Development to maintain CDL license	\$8.70

Bus Washer - hourly	\$10.85
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Parts Manager - (8 hours/day and 245 days)	\$19.18
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Step	Rate
0	\$11.15
1	\$11.65
2-10	\$12.70

- Service Technician - (8 hours/day and 223 days)
Mechanic - (8 hours/day and 245 days)

Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
0	\$16.40	\$20.00	\$21.00	\$22.00	\$23.00
1	\$17.10	\$21.00	\$22.00	\$23.00	\$24.00
2-11	\$18.61	\$22.50	\$23.50	\$24.50	\$25.50

- Grade 1 - Service Technician
Grade 2 - Mechanic
Grade 3 - Mechanic with 1 current ASE Certification
Grade 4 - Mechanic with 2 current ASE Certification
Grade 5 - Master Mechanic with current Master Bus/Vehicle Certification

The salary schedule is a one-year document that reflects placement only. This schedule does not reflect future movement.

Employee must obtain Commercial Driver License (CDL) within six (6) months of hire.
Employee must retain ASE Certification for level on which paid. If not, employee is moved back to appropriate level.

Official transcripts must be on file with the Human Resources Department by October 1st of the current year.

Employees hired after September 1st of the school year must have all official transcripts submitted to the Human Resources Department within thirty (30) working days after employment.

Employee must have current ASE certifications on file with the Human Resources Department by September 1st to move on salary schedule for the current contract year.

Each employee is responsible to supply an accurate address and other required information for verification of out-of-district experience. Verification must be received from the previous employer/supervisor in the Human Resources Department within thirty (30) working days after employment.

A maximum of six (6) years job related out-of-district experience is allowed.

Completion of a minimum of fifty-one percent (51%) of a standard year contract is required to be counted for a full year of experience.

Regular To and From bus drivers are paid at their regular rate for assigned regular routes and substitute bus driving routes. District employees classified as activity bus drivers are paid regular To-From rate when driving a To-From route.

Mechanics requiring ASE certification are eligible for assistance for renewal and application fees up to \$250 after one (1) year of continuous employment.

Longevity Stipend:

10 - 14 years	\$100
15 - 19 years	\$200
20+ years	\$300

CCSD/CCEA Negotiated Stipends

Clubs/Organizations:

AISES	\$ 650.00	
Club	\$ 650.00	*5 stipends per elementary; 7 stipends per middle school; 10 stipends per high school
School Publications w/ Class	\$ 1,050.00	
School Publications w/o Class	\$ 1,650.00	
Student Council	\$ 1,200.00	

Music/Band/Choir:

Band - Asst - High School	\$ 2,750.00
Band - High School	\$ 4,500.00
Band - Middle School	\$ 2,750.00
Chorus - High School	\$ 2,750.00
Chorus - Middle School	\$ 1,850.00
Music - Elementary	\$ 1,250.00

Others:

Department Head	\$ 1,500.00
ROTC	\$ 5,250.00
Test Coordinator	\$ 1,200.00
Vocational	\$ 1,700.00

Sponsors:

Freshman Assistant Sponsor	\$ 700.00
Freshman Sponsor	\$ 1,050.00
Junior Assistant Sponsor	\$ 1,050.00
Junior Sponsor	\$ 1,650.00
Senior Assistant Sponsor	\$ 1,050.00
Senior Sponsor	\$ 1,650.00
Sophomore Assistant Sponsor	\$ 700.00
Sophomore Sponsor	\$ 1,050.00

Vocational:

Vocational	\$ 1,700.00	*3 stipends per high school
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CENTRAL CONSOL/DATED SCHOOL DISTRICT
District Administration Complex
P.O. Box 1199, Shiprock, NM 87420
US Hwy 64 Old High School Rd
Administration • 505-368-4984 • Fax 505-368-5232

A Community of Learners Dedicated to Building Lives

FACILITY USE AGREEMENT

Between

CENTRAL CONSOLIDATED SCHOOL DISTRICT

And

CENTRAL CONSOLIDATED EDUCATION ASSOCIATION

This is a Facility Use Agreement (Agreement) by and between the Central Consolidated School District (District) and Central Consolidated Education Association, (CCEA) (collectively Parties), for the use of specified locations, on the terms and conditions set forth in this Agreement:

RECITALS

WHEREAS, CCEA has requested, and the Board of Education of the District agreed pursuant to Article Six (B)(2) of the Collective Bargaining Agreement, to enter into a long-term facility use agreement for the purpose of conducting meetings with represented employees of the District in CCEA’s bargaining unit at school building locations located in the District upon the terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and CCEA agree as follows:

AGREEMENT

1. **USE OF PREMISES.**

Upon commencement of this Agreement, District does hereby permit CCEA to use available meeting space at school building locations located in the District (Premises), to conduct meetings with represented employees of the District in CCEA’s bargaining unit (Activities). CCEA shall have use of the Premises during hours that the Premises are open for business to perform CCEA’s Activities only, subject to mutually agreed upon modification by the Parties in writing, until the expiration date of this Agreement unless terminated sooner in accordance with the provisions in this Agreement:

- a. CCEA may hold the meetings at a time and place set by CCEA during normal hours of operations of the District.

- b. CCEA shall have the right to conduct the meetings without undue interference and may establish reasonable rules regarding appropriate conduct for meeting attendees consistent with law and school board policy.
- c. CCEA has the right to conduct such meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.
- d. The meetings described in this section shall not interfere with the District's operations.
- e. The Association agrees to utilize the District Facilities Use Application (DFU Application) any time the Association intends to use District facilities. Such form will be available online and will be completed and returned via email to the Facilities Use Manager, Building Principal/Site Supervisor, and CCEA Building Representative Supervisor at the location at which CCEA intends to conduct Activities as follows: (1) if the CCEA Building Representative is hosting the meeting in their workspace and there is nothing scheduled for the use of that workspace at that time, notice by submission of the DFU Application must be provided at least three hours prior to the meeting; (2) if the CCEA Building Representative requests workspace other than their own workspace in the building to be utilized for the meeting, notice by submission of the DFU Application must be provided at least three school days prior to the meeting. The Facility Use Manager or Building Principal/Site Supervisor will inform CCEA if the requested meeting place has already been reserved for use by others. In the event the requested meeting space is reserved, the Facility Use Manager or Building Principal/Site Supervisor will inform CCEA of other potentially acceptable meeting locations. Signature by the Building Principal, or designee, signifies acknowledgement of receipt of the DFU Application. No further approval will be required.
- f. Use of district facilities by the Association is only available if not in use by the District.
- g. No sales of any kind (e.g. jewelry, raffles, food sale, admission, etc.).
- h. All building entry and exit protocols must be followed.
- i. In the event of an emergency, participants shall follow building safety protocols and adhere to the applicable building supervisor and District safety personnel direction during the emergency.
- j. CCEA shall not permit anything to be done in or about the Premises during its use of the Premises, which will increase the existing rate of insurance upon the

Premises or cause the cancellation of any insurance policy covering said Premises.

2. CONDITION OF PREMISES. The Premises are provided to CCEA on an "AS IS" basis. District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises. By utilizing the Premises pursuant to this Agreement, CCEA accepts the Premises in "AS IS" condition. CCEA acknowledges that neither the District nor District's agents have made any representation or warranty as to the suitability of the Premises to the conduct of the Facility User's business. Any agreements, warranties or representations not expressly contained herein shall in no way bind either District or CCEA, and District and CCEA expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement. Upon completion of use of the Premises, CCEA shall deliver the Premises in the same condition as upon entry.

3. TERM.

A. The term of this Agreement ("Term") shall be for one year beginning on the effective date of this Agreement.

B. Termination. The District shall have the right, at any time during the Term, to terminate this Agreement immediately by written notice to CCEA upon a breach of the Agreement by CCEA or upon any violation by CCEA or any of its employees or agents of any law, rule, regulation or ordinance, including without limitation, District rules and regulations.

C. Extension of Term. The Agreement renews automatically upon the anniversary date of this Agreement unless otherwise terminated as provided by the Agreement.

4. CHARGE. There shall be no charge for use of District Premises because CCEA Activities are limited solely to conducting meetings with employees of the District.

5. CCEA'S PERSONAL PROPERTY. District shall have no duty or responsibility for the protection, safeguarding, care, or storage of any personal property, nor shall District be liable for any damage to personal property used or left on the Premises or any surrounding District property by CCEA or its employees, agents, contractors, customers, guests, or invitees, including but not limited to damage caused by fire, earthquake, acts of nature, vandalism, or burglary.

6. INDEMNIFICATION.

To the extent permitted by law, CCEA shall indemnify, defend and hold harmless District, board members, employees, consultants, volunteers, and agents ("indemnified parties") from and against any and all claims, damages, losses, suits, verdicts, judgments, costs and liability of any nature or kind, including attorneys' fees, arising from or in any way connected with the any activity, work or things done, permitted or experienced by CCEA ("Claims") unless such Claims are caused solely by the negligence or willful misconduct of indemnified parties. If any Claims be brought against indemnified parties, CCEA shall defend indemnified parties at its expense, provided that indemnified parties promptly notify CCEA of any such claim, judgment

or proceeding in writing and tenders its defense to CCEA. District shall have the right to accept or reject any legal representation CCEA proposes to defend the indemnified parties. District agrees to cooperate with CCEA as may be reasonably necessary in settlement or defense of any such claim, judgment or proceeding.

7. NOTICES. All notices or demands of any kind required or desired to be given by District or CCEA hereunder shall be via email addressed to the District or Facility User, respectively, at the address set forth below, and shall be deemed delivered upon confirmation that the email was sent:

For District:
Office of Superintendent
Sharon Ray
raysh@centralschools.org

For CCEA:
Mike Moss, President
Mossm@centralschools.org

8. INDEPENDENT CONTRACTOR STATUS. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

9. ENTIRE AGREEMENT OF PARTIES. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

10. NEW MEXICO LAW. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of New Mexico. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in San Juan County, New Mexico.

11. COOPERATION WITH OTHER OCCUPANTS OF THE PROPERTY. It is understood and recognized by CCEA that the Premises, of which the Premises is a part, will be used by other parties, including District, and CCEA shall cooperate with the other parties in reaching amicable arrangements concerning use of the Premises. CCEA agrees to promptly respond to concerns relating to use of the Premises expressed by District or other users of the Premises.

12. DISCRIMINATION. CCEA agrees not to discriminate against anyone on any basis protected under New Mexico and/or Federal law.

13. WAIVER. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs and legal representatives. Express written permission must be obtained from the District for this Agreement to inure to CCEA's successors, and assigns.

15. COUNTERPARTS. This Agreement and all amendments and supplements to it may be executed by the parties in counterparts, and all counterparts together shall be construed as one document and an original copy.

16. CAPTIONS. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

17. SEVERABILITY. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

18. AMENDMENT. No changes to this Agreement shall be valid unless made in writing and mutually agreed to by both parties.

IN WITNESS WHEREOF, the District and CCEA have executed this Agreement on this day of June 8, 2021.

Daniel P. Benavidez, Superintendent
Central Consolidated Schools

 6-8-21
Mike Moss, President
Central Consolidated Education Association