



COLLECTIVE BARGAINING AGREEMENT

between

Cuba Independent School District

and

Cuba Unified Employees, AFT Local 3875

effective

September 2022

through

June 30, 2025

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ARTICLE 1: INTRODUCTION

This Agreement was entered into between the Cuba Independent School District (CISD) and the Cuba Unified Employees (CUE) in September 2022, in Cuba, NM.

ARTICLE 2: RECOGNITION

The Cuba Independent School District hereby recognizes the Cuba Unified Employees as the exclusive representative for all employees in the designated bargaining unit as attached in Appendix A. This Agreement is the only agreement between the parties and replaces any and all previous agreements and past practices.

ARTICLE 3: DEFINITIONS

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

1. “Bargaining Unit” shall mean those occupational groups and job titles listed in Appendix A.
2. “Days” shall mean days that the Central Office is open for normal operation and shall not include holidays or recesses observed by the Cuba Independent School District.
3. “District”, “CISD”, “Administrator” or “Employer” shall mean the Cuba Independent School District.
4. “Federation”, “CUE” or “Union” shall mean the Cuba Unified Employees.
5. “Board” shall mean the Cuba Independent School Board of Education.
6. “Licensed Employee” shall mean an employee within the bargaining unit, as set forth in Appendix A, who is required by the State Public Education Department to possess a license for the position in which they are employed.
7. “Employee” shall mean an employee within the bargaining unit, as set forth in Appendix A, for which the Federation has been recognized as exclusive representative.

8. Use of one gender shall be interpreted as including the other gender.
9. “Superintendent” shall mean the chief executive officer of the Cuba Independent School District.
10. “Emergency” is defined as a situation that requires that action be taken for the public peace, health, safety, or instructional needs of the students.
11. “Immediate family” shall include an employee’s spouse, child, grandchild, parent, grandparent, sister, brother, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, or a person who resides in the same household with the employee.

ARTICLE 4: IMPLEMENTATION OF THE AGREEMENT

1. This Agreement has been executed and will be implemented in accordance with the Constitution and Laws of the State of New Mexico and Cuba Independent School Board of Education policy and resolutions. The officers of the Federation and the District will meet to discuss issues of mutual concern regarding the implementation and application of this Agreement.
2. If any District policy, regulation or directive is inconsistent with any provision of the Agreement, the Agreement provisions shall control.
3. This Agreement may only be modified or waived through a written agreement between the parties.
4. The District will not implement any change that is in conflict with any provisions of this Agreement.
5. This Agreement contains the entire agreement between the Cuba Independent School District and the Cuba Unified Employees. Any items not contained herein are subject to PEBA and the rules and regulations currently established by the Employer or as they change in accordance with retained management rights.
6. In the event the District anticipates the modification or change of a significant term or condition of employment not specifically addressed in this Agreement, the District will notify the Federation and, upon request from the Federation, the

District will discuss such change and/or modification prior to the implementation of the change. This language will not be interpreted in such a manner as to prohibit or impede such modifications or changes.

7. Unless otherwise specifically stated herein, the provisions of this Agreement shall apply equally to all employees listed in Appendix A.
8. If any portion of this Agreement is determined to be contrary to law or governing order, said provisions shall be void and unenforceable. All other provisions of the Agreement shall remain in full force and effect. The parties may renegotiate the provisions determined to be contrary to law upon agreement.
9. Two copies of this Agreement shall be produced at the District's expense. The Agreement between the parties will be posted in its entirety on the District's Website.
10. All issues and concerns of employees regarding wages, hours, terms and conditions of employment that took place prior to ratification of the Agreement are considered resolved. The Federation will not pursue, through grievance or other recourse, any such issues.

ARTICLE 5: NEGOTIATION PROCEDURES

1. Negotiations for a successor agreement may be initiated by either party by submitting a written notice to the other party requesting the commencement of negotiations. The notice shall be sent not earlier than 120 days and no later than 90 days prior to the expiration of this Agreement.
2. Negotiations shall be conducted in closed session.
3. During negotiations, the parties shall meet at mutually acceptable times and places.
4. All agreements reached by the parties shall be initialed as tentative agreements. Unless otherwise agreed by the parties, tentative agreements shall not become effective until the parties have ratified the entire negotiations package and the Agreement has been signed by the parties.
5. During the negotiations of a successor agreement the District shall not discuss

issues that are a subject of negotiations between the parties with bargaining unit employees other than the appointed negotiating team. During the negotiations of a successor agreement the Federation shall not discuss issues that are a subject of negotiations with the elected officials of the District. The intent of this language is to have negotiations conducted at the negotiating table between the official negotiating teams.

6. The parties may negotiate additional negotiation ground rules.
7. Salaries and pay differentials shall be opened each year of this Agreement. Such negotiations shall begin on or before April 1 of each year or as agreed to by the parties. In addition, either party may request to reopen negotiations on two (2) other articles identified by either party, by serving written notice on the other party between March 1 and April 1 of each year.

ARTICLE 6: FEDERATION RIGHTS

The following provisions shall be granted exclusively to the Federation, and shall not be granted to any other labor organization for this bargaining unit unless agreed to by the parties.

1. The District shall continue to provide the Federation payroll deduction for Federation membership in the amounts designated by the Federation; such deductions shall be submitted at least fourteen (14) days prior to the desired deduction date and shall include no other assessment. The deductions shall be made provided the deduction request is submitted to the District payroll office on a form authorized by the Federation. The deductions shall be made from the employee's paycheck for each pay period containing sufficient earnings unless otherwise agreed by the parties. The authorization may be submitted to the payroll office at any time, and the deductions will commence on the following payday. The deductions will be transmitted to the Federation no later than five (5) days following each pay date for which deductions were made. Employee deductions shall be continuous and may be terminated at any time provided the employee submits a written notice to the payroll office at least fourteen (14) days prior to the deduction termination. The Federation will notify the payroll office of any change in the deduction amounts no later than June 1st of the new amount for the ensuing school year. The Federation agrees to render the District and the School Board harmless and pay for the defense of the District and School Board for any action arising as a result of compliance with this provision.

2. A distribution basket will be provided for general distribution of Federation material.
3. Upon the required written Federation request the District will provide any available information classified as public information.
 - 3.1. The Federation will receive a copy of the Board of Education meeting agenda when published.
 - 3.2. The Federation will receive a copy of all District policies and procedures and amendments at the time they are available to the employees.
4. Upon request by the Federation, the District shall provide the Federation, in an editable digital format agreed to by the Federation, the following information for each bargaining unit employee:
 - 4.1. The employee's name and date of hire;
 - 4.2. Contact information, including:
 - 4.2.1. Cellular, home and work telephone numbers;
 - 4.2.2. A means of electronic communication, including work and personal electronic mail addresses; and
 - 4.2.3. Home address or personal mailing address; and
 - 4.3. Employment information, including the employee's job title, salary and work site location.
 - 4.4. The District shall provide this information to the Federation within ten days of any request. The information shall be kept confidential by the labor organization and its employees or officers.
5. The District shall provide the Federation reasonable access to employees within the bargaining unit, including the following:
 - 5.1. For purposes of newly hired employees in the bargaining unit, reasonable access includes:

- 5.1.1. The right to meet with new employees, without loss of employee compensation or leave benefits; and
 - 5.1.2. The right to meet with new employees within thirty days from the date of hire for a period of at least thirty minutes but not more than one hundred twenty minutes, during new employee orientation or, if the public employer does not conduct new employee orientations, at individual or group meetings; and
 - 5.1.3. The Federation agrees that any meetings of this type will not occur during assigned instructional time.
- 5.2. For purposes of employees in the bargaining unit who are not new employees, reasonable access includes:
 - 5.2.1. The right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations;
 - 5.2.2. The right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods; provided
 - 5.2.3. Any meeting pursuant to the section will occur only where supervisor is notified in advance, does not occur during instructional time, and does not require substitute coverage.
6. The Federation building representatives are recognized as Federation leaders in their worksites. This recognition carries with it the right of the representative to carry out their Federation responsibilities. It is recognized by the parties that Federation business is not District business and shall not be conducted on District time or involve the use of District materials or equipment. However, by mutual agreement the parties may address labor relations issues on District time.
 - 6.1. The building representative shall have the right to address matters pertaining to the organizational rights of the Federation and other concerns of employees confidentially with the worksite supervisor.

- 6.2. The Federation may distribute appropriate Federation materials and conduct Federation business related to a grievance or other representation, provided these activities do not occur within the instructional schedule or paid duties of the employee and in accordance with application sections of this Agreement.
- 6.3. Space in each worksite shall be available to the Federation for a bulletin board. It shall be the responsibility of the Federation to maintain this area. This bulletin board shall be used for all Federation postings. Only appropriate materials shall be posted. Posting shall consist of official Federation business, signed by an officer of the Federation and shall not include material that is negative towards employees of the District, the Federation, the Administration, the District or Member(s) of the School Board.
7. Federation officials and/or representatives who are not District employees shall have the right to visit worksites for the purpose of conducting representational business provided the visit does not occur within the employees' instructional schedule or paid duty time.
 - 7.1. Duty time shall include preparation time.
 - 7.2. The Federation representative will report to the worksite supervisor's office prior to any site visit.
 - 7.3. The District shall permit the Federation to use its facilities or property, for purposes of conducting meetings with the represented employees in the bargaining unit. The Federation may hold the meetings at a time and place set by the Federation. The Federation shall have the right to conduct the meetings without undue interference and may establish reasonable rules regarding appropriate conduct for meeting attendees. These meetings shall not interfere with the public employer's operations or incurred costs to the District. Notice of any meeting scheduled pursuant this will be given to the worksite supervisor and Superintendent at least 48 hours in advance.
8. The Federation or any employee may not solicit membership during any bargaining unit employee's paid duty time.
9. The parties will make a good faith effort to resolve alleged violations of the interpretation and application of this article through a meet and confer process.

10. The Federation shall have the right to use the electronic mail systems or other similar communication systems of the District to communicate with the employees in the bargaining unit regarding:
 - 10.1. Collective bargaining, including the administration of collective bargaining agreements;
 - 10.2. The investigation of grievances or other disputes relating to employment relations; and
 - 10.3. Matters involving the governance or business of the labor organization
11. The Federation President or designee may request up to two (2) days of leave without pay during the contract to conduct union business.

ARTICLE 7: MANAGEMENT RIGHTS

Unless limited by the provisions of a collective bargaining Agreement or by other statutory provisions, the District may:

1. Direct the work of, hire, promote, assign, transfer, demote, suspend, discharge, or terminate public employees;
2. Determine qualification for employment and the nature and content of personnel examinations;
3. Take actions as may be necessary to carry out the mission of the public employer in emergencies; and
4. Retain all rights not specifically limited by a collective bargaining Agreement or by the Public Employee Bargaining Act [10-7E-1 to 10-7E-26 NMSA 1978].

ARTICLE 8: GRIEVANCE PROCEDURES

1. **PURPOSE:** The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, resolutions to issues that arise and are subject to review under this procedure.

2. DEFINITIONS

- 2.1. A "grievance" shall be defined as a dispute pertaining to a claim which alleges a violation of this Agreement.
- 2.2. A "grievant" shall be a bargaining unit employee, group of bargaining unit employees, the Federation or the School District.
- 2.3. A "party in interest" shall mean any witness at a grievance hearing, a person against whom the grievance is filed, or a person who may be impacted as a result of any action taken to resolve a grievance.

3. PROCEDURES

- 3.1. Grievance proceedings shall be kept informal at the first level of this procedure.
- 3.2. The number of days indicated at each level of this procedure shall be considered maximum, and every effort shall be made to expedite the process.
- 3.3. If the grievant fails to comply with the grievances' time limit requirements as set forth under any of the procedures' levels, the grievance shall be considered null and void.
- 3.4. The time limits set forth herein may be extended provided the extension has been mutually agreed upon by the parties, in writing.
- 3.5. Both parties may be represented at any hearing or meeting conducted under this procedure.
- 3.6. No reprisal or retaliation by any party to the grievance shall be taken against either a grievant or a party in interest including witnesses as a result of participation in this grievance process.
- 3.7. An employee, acting individually, may present a grievance without the intervention of the Federation provided the grievance has been processed in accordance with this procedure. In this case, the employee, not the Federation, assumes full financial responsibility for the processing of the

grievance. At any hearing of a grievance brought individually by an employee, the Federation, as a party to this Agreement, will be afforded the opportunity to be present and present its views. Any adjustment shall be consistent with the provisions of this Agreement.

3.8. If a grievance affects a group of two (2) or more employees or involves an action or a decision by the District which has a system wide impact, the Federation may submit the grievance on behalf of the affected employees provided each affected employee signed the grievance.

3.9. The parties shall cooperate in any investigation which may be necessary in order to expedite the process and the parties may share relevant documents, facts, or records.

3.10. All documents related to a grievance shall be maintained in a grievance file. This information will be available on a need to know basis to the supervisory and management staff, the District's representative, the employee, and the employee's representative.

3.11. All decisions shall be submitted in writing at each step of the grievance procedure and the decision shall be submitted to both the grievant and the Federation.

3.12. Grievances shall be filed on forms approved by the parties as attached in Appendix B.

3.13. All grievances shall be processed in accordance with this Agreement. This is the only grievance procedure available to bargaining unit employees for addressing a violation, misinterpretation, or misapplication of this Agreement.

3.14. Grievances filed by an employee against another employee are not covered by this Agreement and shall be addressed through the appropriate District procedures by the appropriate District administrators.

4. LEVEL ONE

4.1. The grievant and/or Federation shall submit the grievance in writing to the immediate supervisor via email and/or hand-delivery. Following the

grievance submission, the immediate supervisor shall schedule a meeting with the grievant to occur within ten (10) days of the filing of the grievance.

4.2. To be considered, the grievance must be filed within ten (10) working days of the commission or omission of the act that generated the grievance. It must contain at a minimum the provisions of this Agreement alleged to be violated, a description of the facts that led the grievant to believe there has been a violation of the Agreement, the date of the incident that the grievant believes precipitated the grievance, the individual alleged to have committed the violation, and the relief requested.

4.3. The grievant may be accompanied and represented by a Federation representative if desired.

4.4. Within ten (10) days of the filing of the grievance, the parties will meet at a mutually agreed upon time and place for the purpose of attempting to resolve the grievance. If the grievance is resolved at Level One the settlement will be reduced to writing and provided to both parties. A written response will be provided with five days of the resolution, or if no resolution, within five days of the Level One meeting.

5. LEVEL TWO

5.1. If the grievant is not satisfied with the results of Level One, the grievant or the Federation may submit the grievance in writing to the Superintendent or designee. To be considered, the grievance must be filed within ten (10) working days of the written response from the immediate supervisor and contain a copy of the grievance filed at Level One.

5.2. No later than ten (10) working days following receipt of the grievant's written grievance, the Superintendent or designee shall submit a written response to the grievance. The response shall be submitted to the grievant and the Federation.

6. ARBITRATION

6.1. If the grievance is not resolved at Level Two, the aggrieved will determine if a grievance will proceed to Level Three. The Federation will determine if they will continue supporting the grievance or the aggrieved may continue on their own without Federation support. If the grievant desires to pursue the

grievance, the grievant shall provide written notification of intent to proceed to arbitration. Such written notice shall be provided to the District Human Resources Office within ten (10) days of the date of the Level Two response. If the District's grievance is not resolved at the session with the Local President and the District wishes to pursue the grievance, written notification of intent to advance to arbitration will be presented to the Local Federation President within ten (10) days of the meeting between the parties to attempt to resolve the grievance.

- 6.2. Within five (5) days of the notice of intent to proceed to arbitration the grieving party will request an unrestricted list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS).
- 6.3. Within ten (10) working days of receipt of the list of arbitrators the parties will meet to select the arbitrator. The flip of a coin will determine who strikes the first name. Each party will alternately strike a name until only one name remains. The remaining name will become the selected arbitrator. The grieving party will notify FMCS and the Arbitrator of his/her selection within twenty-four (24) hours of striking the arbitration panel.
- 6.4. The arbitrator shall conduct a hearing as soon as possible.
- 6.5. The arbitrator's decision shall be final and binding on the parties subject to appeal in accordance with the Uniform Arbitration Act, NMSA 1978, §§ 44-7-1 through 44-71-32.
- 6.6. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs, including the costs of witnesses.
- 6.7. Issues related to the arbitration potential of a grievance shall be decided by the arbitrator through submission of pre-hearing briefs. If the arbitrator determines a grievance is arbitrable, a hearing on the merits of the grievance will be conducted or the parties will submit written briefs where no hearing is needed.
 - 6.7.1. The arbitrator shall not modify the language of the Agreement. The Arbitrator's sole responsibility is to interpret the language and render a decision.

6.8. The arbitrator's decision shall be submitted in writing to the District and the Federation no later than thirty (30) days after the conclusion of the hearing or submission of briefs, whichever is later, and shall include the rationale for the decision and, if appropriate, the relief.

6.9. It is recognized by the parties that in the case of the individual employee pursuing the settlement of a grievance on his own, the parties may be required by the arbitrator to provide full or partial payment in advance.

7. The rights of persons under this procedure are in addition to other remedies provided by law, including the right to file a complaint with an appropriate state/federal department or agency. Such filing shall not postpone or impair the resolution of a complaint submitted pursuant to this procedure.

ARTICLE 9: COMMITTEES

The District and the Federation shall by mutual agreement establish a committee to address issues of wages, hours, and working conditions.

Site level programmatic and curriculum committees may continue to operate.

ARTICLE 10: EMPLOYMENT PROCEDURES

1. The District shall be an equal opportunity employer.
2. The District shall hire only licensed professional employees who are licensed to work in the State of New Mexico or who are eligible for licensure or a waiver.
3. Twice a year, in October and March, the District will provide the Federation with a list of all employees in the bargaining unit.
4. The parties acknowledge that reduced class size and reduced absenteeism can improve the education of students. The parties will work towards these goals.
5. Licensed Professional and para-professional employees who intend to resign employment with the District shall provide the District a minimum thirty (30) calendar days' notice of the intended resignation. The District may consider

extenuating circumstances that may necessitate shorter notice.

6. Non-licensed employees who intend to resign employment with the District shall provide the District a minimum fifteen (15) calendar days' notice of the intended resignation. However, the District may consider extenuating circumstances that may necessitate shorter notice.
7. The District will develop and/or modify job descriptions identifying the general duties and responsibilities for all bargaining unit employees.

ARTICLE 11: SENIORITY DEFINED

1. District seniority shall be defined as length of continuous District service within the bargaining unit and occupational group. District seniority credit shall commence with the employee's most recent date of hire (contract date).
2. Classification seniority shall be determined as the length of continuous service within his/her job title. Classification seniority shall commence with the employee's most recent date of hire within his/her job title.
3. For the purpose of Reduction in Force (RIF), District seniority within the bargaining unit within the occupational group shall apply.
4. District seniority within occupational group shall govern in placement on the salary schedule.
5. Time spent on an unpaid leave of absence for more than thirty (30) days shall not be counted toward seniority credit. However, the time spent on an unpaid leave of absence shall not represent a break in service for purposes of calculating seniority.
6. The District shall maintain current information for all employees from which a seniority list can be generated. If requested, the list shall include the employee's rank of seniority by classification and/or endorsement area, addresses, phone numbers, and date of hire. The District will provide a seniority list upon written request from the Federation.

ARTICLE 12: VACANCIES

1. Vacancies for all positions in the bargaining unit that the District intends to fill shall be posted on the District's website and at the District's Central Office. Postings shall be for a duration of ten (10) days. This provision does not apply to positions that open during the summer months.
2. Employees, who wish to be considered for vacancies that may occur during the summer months, may submit a letter of interest for the desired positions prior to the end of the school year. The District shall consider these letters of interest as valid applications for positions identified in the letter of interest that may occur during the summer months.
3. Vacancy postings shall, at a minimum, contain the identification of the vacant position, the worksite at which the position exists, the position's major responsibilities, minimum license and skills needed for the position, and pay for the specific position, the name of the person to whom application should be sent, and the deadline for submission of applications.
4. The parties agree that it is in the best interest of the students and the community to have the highest standards for employment with the District. The District shall fill vacancies on the basis of the best-suited applicant as determined by the District.
 - 4.1. All things being equal the District shall give consideration to qualified internal applicants when filling vacancies.
 - 4.2. If the decision is between two (2) or more equally suited internal applicants the District will give priority to the employee with greater seniority.
5. Internal applicants who have been interviewed but were not chosen for a vacant position shall be notified that they have not been chosen for the position as soon as possible after the hiring decision has been made, but no later than five (5) days after the decision. The internal applicant not chosen may request a meeting with the selecting supervisor to inquire how they can improve their skills for future employment opportunities.

ARTICLE 13: ASSIGNMENTS AND TRANSFERS

The District reserves the right to transfer employees to meet the needs of the District. Teaching assignments are the responsibility of the Superintendent and will be done in accordance with the needs of the students and the District. In the event an involuntary transfer becomes necessary, the following criteria will apply:

1. The District shall first seek voluntary transfers.
2. A good faith effort will be made to notify employees in writing of a change in assignment before the end of the school year.
3. An employee will be provided a minimum of ten (10) working days notice in writing, of an impending transfer or significant change in assignment except in those situations when an immediate transfer is required. A significant change in assignment is a change of more than 50% of assigned duties, or movement from one campus to another or an assignment that results in a change in pay.
4. If the involuntarily transferred employee's previous position becomes available, the transferred employee will be given an opportunity to apply for the position as posted.
5. The District will complete endorsement paperwork required for an employee who is involuntarily assigned to a position for which he/she is not licensed.

ARTICLE 14: EMPLOYEE INVESTIGATIONS

1. The District reserves the right to investigate all allegations of employee misconduct.
2. An employee may be placed on administrative leave of absence with pay during a pending investigation.
3. During an employee's pending investigation, no documentation related to the matter under investigation will be placed in the employee's personnel file.
4. Employee investigation shall be conducted expeditiously and in accordance with appropriate law. Upon completion of an investigation but prior to the filing by the District of charges against an employee, the employee will be provided the

opportunity to respond to the complaint.

5. Upon return to work following an investigation, a meeting between the employee and the appropriate administrator will be scheduled in an attempt to create a positive transition.

ARTICLE 15: EMPLOYEE RIGHTS

1. An employee may be accompanied by a Federation representative at any disciplinary meeting that may result in disciplinary documentation being placed in the employee's personnel file and at any disciplinary meeting at which more than one administrator is present. An administrator may allow/recommend representation at any meeting where the administrator feels representation could facilitate communication.
2. The parties agree that proper professional decorum requires respecting the confidentiality of individuals. Therefore, unless the health, safety and wellbeing of others is in jeopardy, any discussion critical of an employee's or administrator's performance or behavior will be held in private.

ARTICLE 16: PROGRESSIVE DISCIPLINE

The principles of progressive discipline shall be applied, but not limited to actions defined in the NMAC 6.60.9.8 and 6.60.9.9 (New Mexico Administrative Code – Standards of Professional Conduct). Disciplinary actions may include, but are not limited to, verbal reprimand followed by documentation in writing of reprimand, written reprimand, suspension without pay, demotion, discharge or termination. It is recognized that progressive discipline will be implemented at the appropriate level based on the employees' total record, the severity, and the frequency of the infraction. All disciplinary action will be based on just cause.

It is understood by the Federation and District that some issues do not warrant progressive discipline, such as physical fighting, substance abuse, stealing, etc.

ARTICLE 17: STUDENT/PARENT COMPLAINTS

Complaints from students, parents, and other employees will be brought to the attention of the employee against whom the complaint has been made. This matter

will be processed in accordance with Appendix B.

ARTICLE 18: DISCRIMINATION

The parties shall not intimidate or discriminate against an employee on the basis of the employee's color, age, sex, race, national origin, religion, creed, marital status, handicapping condition, and membership or non-membership status in the Federation.

ARTICLE 19: PERSONNEL RECORDS

1. The District shall maintain one official personnel file for each employee. The file shall be maintained electronically by the Human Resources Office and will include the following items:
 - 1.1. Employee's application and reference checks;
 - 1.2. Employee's licensure, if any;
 - 1.3. Employee's offer of employment and annual contracts;
 - 1.4. Employee's Evaluations, if any;
 - 1.5. Employee's certification, if any.
2. The electronic personnel files will be accessible only by the Human Resources Department or by District administrators with specific need.
3. An employee shall have access to their official personnel file. The employee can request a copy of their file by sending an email to the District Human Resource Office in writing. An electronic copy will be emailed except that all pre-employment material will be removed.
4. The District will also maintain a separate disciplinary file for each employee, if necessary. The District shall provide a copy of any document to the employee prior to its placement in the disciplinary file. The employee shall sign the document to verify its receipt, and shall have an opportunity to have a response appended to the document. Such signature does not imply agreement. If an employee refuses to sign said document the supervising administrator, along with a third party, will document said refusal on the document and forward it to the official personnel file. Such response will be submitted within fourteen (14) days of receipt of the document that precipitated the response.

5. Documentation related to pending investigations, or held by the local administrator in a working file, will not be placed in the disciplinary file until the investigation is complete.
6. An employee may have access to a supervisor's separate working file only with the supervisor's permission. A supervisor may withhold all or portions of the working file to protect witness identification, personal notes/thoughts, or to prevent disclosure of medical or other protected information.

ARTICLE 20: ACADEMIC FREEDOM

Students shall be provided an unbiased and complete study and examination of all academic issues consistent with the curricular and instructional competency requirements of the State Public Education Department and the District Board of Education.

ARTICLE 21: WORK YEAR- LICENSED PROFESSIONAL EMPLOYEES

For the purpose of this Article, the following definitions apply:

- “Work Day” shall mean any day during which a licensed professional employee is required to report to work for any purpose.
 - “In-Service Time” shall mean a workday or part of a workday during which a Licensed Professional Employee is not assigned normal duties, but the Licensed Professional Employee is participating in staff development activities or is involved in professional preparation.
1. The normal licensed professional employees work year shall be in accordance with the school calendar as approved by the calendar committee and the school Board.

ARTICLE 22: WORK DAY- LICENSED PROFESSIONAL EMPLOYEES

1. The normal licensed professional employee's workday shall be as identified in the approved school calendar (Appendix C). The parties recognize that the licensed professional employee's professional responsibilities include but are not limited to preparation, parent conferences, and student evaluations, will

necessitate work beyond the normal workday. The parties shall work cooperatively to resolve any allegation that these professional responsibilities are not being adequately performed or are being excessively applied. An attempt will be made to complete staff meetings by the end of the normal workday. In the event that a meeting lasts beyond the normal workday, a licensed professional employee who must leave the meeting is required to make prior arrangements with his/her supervisor. In the event that multiple meetings go beyond one hour per week, employees shall be compensated according to the established after school rate outlined in the hourly activities salary schedule.

2. Each licensed professional employee shall have a continuous, uninterrupted, and duty-free lunch period each workday. The lunch period shall not be less than thirty (30) minutes in length.
3. Efforts shall be made to provide elementary teachers with uninterrupted preparation time at least once a month.
4. Each middle/high school teacher shall receive a daily preparation period equal in length to the standard single period for the given day.
5. Extra duty assignments during preparation time will be voluntary, except in emergencies such as absenteeism where the best interest of the student requires making an assignment when no one has volunteered. Licensed professional shall be compensated for the time according to the established after school rate outlined in the hourly activities salary schedule.
6. Upon request of the licensed professional employee and approval of the principal, a licensed professional employee who volunteers for assignment during his/her duty free lunch, may adjust his/her workday at any time during that workweek.
7. A licensed professional employee who needs to leave early for a personal appointment may be permitted to leave after student departure without deduction from leave time, if approved by the worksite supervisor.
8. Other than licensed professionals receiving an increment or extended contract, weekend and after hour assignments shall be voluntary. In the event that there are not volunteers, the District may assign duties on an equitable rotating basis.
 - 8.1. Each employee may enter into an extra-duty agreement to provide supervision for student activities outside of the normal school day. The

administrator will meet with the staff to coordinate days of assignment. An employee who so volunteers will be compensated according to the established after school rate outlined in the hourly activities salary schedule.

9. Game Duty

9.1. After school game duty will be voluntary. Employees who volunteer will be compensated according to the established after school rate outlined in the hourly activities salary schedule.

9.2. The District is responsible for providing a safe work environment.

ARTICLE 23: WORK YEAR - PARA-PROFESSIONAL LICENSED AND NON LICENSED EMPLOYEES

1. The work year for employees shall be:
 - Educational Assistants-equivalent to 183 days @7.0 hours per day
 - Custodians/Maintenance- equivalent to 241 days@ 8.0 hours per day
 - Administrative Assistants- 203 days at 8.0 hours per day
 - Nurse Aides: 193 days at 7.0 hours per day
2. The paid holidays for employees contracted for 241 days or more are identified on the Twelve Month Employee Calendar Appendix E.
3. If such a holiday falls on a weekend, the holiday will be observed on either the workday immediately preceding or following the day on which the holiday is calendared.
4. All work performed on a holiday shall be compensated according to the Fair Labor Standards Act.
5. In accordance with the appropriate State Law a joint committee of the Federation and the District will mutually develop calendars for subsequent years of this Agreement. All calendars shall have common holidays observed.
6. All para-professional licensed and non-licensed employees are required to clock in and out on a District time clock.

ARTICLE 24: WORKDAY – PARA PROFESSIONAL LICENSED AND NON LICENSED EMPLOYEES

1. The normal workday shall be as identified on the appropriate pay schedule.
2. Eight (8) hour workday employees shall be provided a daily, continuous, and duty free lunch period of at least (30) minutes duration. Such employees shall be provided with the opportunity to schedule two fifteen (15) minute work breaks. Lunch and breaks are subject to scheduling by the supervisor.
3. The workweek is defined as 12:01 am Saturday through 12:00 midnight the following Friday.
4. Employees identified in this Article shall be compensated for every hour, or portion thereof, worked. Pre-approval of overtime by the supervisor is required. An employee who works required overtime with pre-approval by the supervisor will be compensated per FLSA:
 - 4.1. The regular hourly rate will be paid for the 1st 40 hours actually worked per workweek.
 - 4.2. Time and ½ will be paid for all hours actually worked over forty (40) hours per week.
 - 4.3. Paid leave is not and will not be considered time worked for the purposes of computing overtime compensation.
 - 4.4. The supervisor and employee shall cooperatively determine whether overtime shall be compensated financially or through compensatory time.
 - 4.5. A supervisor may require an employee to take compensatory time already earned but not used when compensatory time has been agreed upon.
 - 4.6. Compensatory time not taken within ninety (90) workdays after earned will, upon request of the employee, be compensated as required by FLSA.
5. Employees called back to work for an assignment that is not contiguous with the employee's workday shall be paid for the actual time worked plus reasonable travel time.

6. Extra Duty – Employees by mutual agreement can be assigned additional duties beyond the duty day but in return will be paid regular hourly rate or compensatory time. If this assignment results in more than a 40 hour week, the employee will be paid at the rate of one and half times their hourly rate. The District is responsible for providing a safe working environment.

ARTICLE 25: STUDENT DISCIPLINE

1. The parties recognize that student deportment and respect for others are essential components for a successful and productive educational program, the academic success of students, and the safety of students, school faculty, and staff.
2. All administrators and bargaining unit employees share the responsibility for providing an environment that is conducive to teaching and learning.
3. Employees shall be the initial source of discipline for all students under their direct supervision. An employee shall take whatever action is necessary and permitted under policy and law to properly discipline a disruptive student prior to referring the student and the problem to the administration.
4. An employee may refer to the administration a student whose behavior prevents the licensed professional employees from providing instruction and/or threatens the safety of either the employee or the students.
5. A licensed professional employee shall provide documentation of discipline problems and action taken when referring disruptive students to administration, except in cases of emergency.
6. The principal shall have primary responsibility for administering the District's student discipline policy through the enforcement of sanctions and consequences intended to remediate or eliminate the disruptive behavior. The District shall honor reasonable requests for training on classroom behavior management or individual student discipline when the District agrees it is necessary and funds are available. Before a student returns to the classroom, the principal will inform the licensed professional employee of any corrective action taken. In cases of chronic or extreme disruption, the licensed professional employee may request a conference with the principal, parents or others as necessary, for the purpose of determining and initiating corrective methods.

7. Student discipline shall be applied in accordance with District policy, Federal, State Public Education Department regulations, and state law.
8. An employee who observes any criminal act on school property shall immediately report the observation to the principal.
9. An employee shall be informed of any formal complaint made to the administration by a parent or guardian concerning the disciplinary action taken by the employee with a student.
10. Employees shall use appropriate techniques that may include as a last resort, reasonable restraint in order to maintain a safe working environment for students and staff.

ARTICLE 26: OVERTIME COMPENSATORY PLAN

1. Subject to the limitations and exceptions set forth below, overtime at the rate of time and one-half of the employees' hourly rates will be earned by any employee who is required to work more than forty (40) hours during the work week. Any full-time employee whose regular work weeks is less than 40 hours per week may be assigned additional work up to 40 hours before he/she becomes eligible for overtime compensation.
2. All overtime must have prior approval of the Superintendent or the Superintendent's designee(s). Superintendent or Superintendent's designee and employee will agree upon which form of compensation will be received by the employee.
3. Compensation for overtime shall be by payment at the rate of time and one-half or by granting compensatory time off at a rate of one and one-half hours for each hour of overtime worked. Compensatory time off may be taken during the pay period following the week in which it was earned unless the use of the event the Superintendent determines compensatory time off during the pay period following the week it is earned would be unduly disruptive to the operations of the District, such compensatory time off may be taken as soon as is reasonably possible thereafter. Compensatory time off shall not be accrued in excess of 40 hours.

4. Compensatory time off shall be taken within ninety (90) days of its accrual; the employee will be paid for any leave accrued but not taken within this period. All compensatory time off shall be scheduled with the prior approval of Superintendent or Superintendent's designee.
5. Since the CISD is a party to a negotiated collective bargaining Agreement with Cuba Unified Employees, the school District may provide compensatory time only pursuant to:
 - 5.1. Applicable provisions of a collective bargaining Agreement, memorandum of understanding, or any other agreement between the school District and representatives of such employees.
 - 5.2. An employee who has accrued compensatory time off as provided in this policy shall, upon termination of employment, be paid for the unused compensatory time off at a rate of compensation not less than:
 - 5.2.1. The average regular rate received by such employee during the last three years of the employee's employment, or
 - 5.2.2. The final regular rate received by such employee, whichever is higher.
 - 5.3. The hours worked by an employee who, at his or her option, engages in part time occasional or sporadic employment for the District in a different capacity than his or her primary employment, shall be excluded from the calculation of hours for which the employee is entitled to overtime compensation.
6. Any employee who has accrued 40 hours of compensatory time off may work additional overtime hours only with the approval of the Superintendent. Such employee who has accrued 40 hours of compensatory time off shall, for all additional overtime hours of work approved by the Superintendent, be paid overtime compensation.
7. This overtime compensation plan does not apply to executive, administrative, professional or certified teacher, employees, or independent contractors. Compensatory time or time and-a-half company time at CISD shall be subject to the CISD Overtime Compensation Policy and the CISD and Cuba Unified Employees negotiated Agreement such time allowed to 40 hour employees affected by the Fair Labor Standards Act for purposes of compensation for extra duty, authorized by the Superintendent, resulting in an employee working beyond

40 hours in any week at school sponsored events. Compensatory time is hereby defined as the compensatory of work hours within the same work week.

ARTICLE 27: EMPLOYEE EVALUATIONS

1. All employees will be trained on the new evaluation procedure prior to being evaluated.
2. Employees shall be evaluated by the principal or other administrative-personnel trained in evaluation procedure.
3. Employees shall be evaluated on the cycle set forth in the District's evaluation plan.
4. Employees will be evaluated consistent with Public Education Department requirements. The District and employees will complete their respective portions in a timely manner, including uploading comments and acknowledgments. On June 30, of each year, the personnel file will be updated with the final evaluation package submitted to the Public Education Department, including all comments made by employee.
5. If the supervisor or principal identifies deficiencies in the delivery of instructions to the student on the part of the employee, the employee and principal/supervisor need to work together to improve the employee's skill set(s) that pertain to their job classification.

ARTICLE 28: LICENSES/ENDORSEMENTS

1. The District shall administer licensed employees license and endorsement requirements in accordance with state law and State Public Education Department regulations and standards.
2. In the event that an additional license or endorsement is required by the District, except in circumstances of RIF, the District may:
 - 2.1. Whenever possible, offer the necessary coursework for credit through in-service programs;

2.2. With Superintendent approval, release an employee to attend necessary classes or take required exams, without charged leave, provided the release has been determined to benefit the District and will improve the delivery of the instructional program;

2.3. Assume all tuition costs for the employee;

2.4. Allow all credit hours earned to be counted towards placement on the salary schedule.

3. The parties are encouraged to meet and discuss the implementation of any policy requiring bilingual endorsement.

4. It is recognized by the parties that it is the employee's responsibility and obligation to obtain and maintain all required licenses and endorsements.

ARTICLE 29: LEAVE FROM DUTY

Professional Leave

Straight Leave

Personal Leave

Annual Leave/Holidays

Legal/Civic Leave

Bereavement Leave

Public/Political Leave

Extended Illness Leave

Parental Leave

Battery Leave

Extended Leave

Military Leave

CISD employees will be granted leave as follows:

<u>Contract Length</u>	<u>Leave</u>	<u>Personal Leave</u>	<u>Total</u>
182 days	10 days	2 days	12 days
201 days	10 days	2 days	12 days
210 days	11 days	2 days	13 days
220 days	12 days	2 days	14 days
241 days	13 days	2 days	15 days

Up to four days of leave may be granted upfront by the Superintendent for new employees at the beginning of the contract year for extenuating circumstances. An employee will not be docked pay until absences exceed four days for that year, assuming that the employee does not have accumulated leave from a previous year.

GENERAL PROVISIONS

1. All leave is subject to the approval of the District.
2. Time spent by an employee on paid leave shall be counted for District and classification seniority purposes. Time spent on any extended or unpaid leave shall not be counted for District or classification seniority purposes. However, the time spent on an unpaid leave of absence shall not represent a break in service.
3. Paid leave may be taken in full or half-day increments when a substitute is hired. With approval of the supervisor, paid leave may be taken in one-hour increments.
4. Upon return from any paid leave, an employee shall be assigned to the same position at the same worksite to which the employee had been assigned prior to the leave, provided the position is still in existence.
 - 4.1. If the position no longer exists, the employee will be assigned to an available substantially equivalent position if one exists. If none exist the RIF procedure will be utilized to determine who is returned and who is RIFed.
 - 4.2. Upon return from an unpaid leave, efforts will be made to return the employee to a comparable position.
 - 4.3. An employee on any extended leave shall provide at least thirty (30) calendar days written notice to the District of the employee's intended date of return.
 - 4.4. An employee returning from any paid leave may voluntarily request to be transferred to a vacant, substantially equivalent position in the District. The District's failure to grant the transfer shall not be subject to grievance.
5. Upon return from any paid leave, the employees shall be credited with the same accrued leave that the employee had at the time the leave commenced, minus any leave taken.
6. Upon return from any paid leave, the employee shall be placed on the same salary schedule range and step at which the employee would have been placed had the employee not taken the leave. Upon return from a leave without pay, an employee with three or more years of service in the District shall be placed on the salary schedule range and step to which the employee is entitled as a result of the employee's experience prior to the commencement of the leave.

7. It is not the employee's responsibility to arrange for the assignment of substitutes.
8. While on an extended unpaid leave, at the discretion of the District an employee may work as a substitute with the District provided the employee's work does not violate the conditions under which the leave was granted.
9. While on any unpaid leave, the employee shall continue to be eligible for benefits as provided by COBRA.
10. An employee on leave of absence shall be subject to discharge or termination as a result of a reduction in force in the same manner as any employee on active status.
11. Except in emergencies, all applications for extended leaves of absence for thirty (30) or more shall be submitted to the Superintendent no later than thirty (30) days prior to the requested commencement of the leave.
12. Unless otherwise set forth in this Agreement, all applications for leaves of less than thirty (30) days shall be submitted to the Superintendent at least five (5) days prior to the requested commencement of the leave, or in the case of straight leave or in the event of an emergency, as early as possible.
13. In addition to the rules set out in the Family and Medical Leave Act of 1993 for employees of local education agencies, the following shall apply:
 - 13.1. Leave may be used also, with prior approval of the immediate supervisor, for illness of an employee's parent or employee's relative who is dependent upon the employee for care.
14. Leave benefits shall not be paid during any period for which an employee is eligible for worker's compensation payment unless the employees has elected, in writing to assign his/her worker's compensation payment to the District for the period during which leave benefits are paid. In no event shall an employee be entitled to full payment of both leave benefits and "worker's compensation payments" during the same period. Under the same policy "worker's compensation payments" refer only to wage replacement benefits under the Worker's Compensation Act. In the event an employee receives both leave benefits and worker's compensation payments for the same period (in the event no election has been made) the District will deduct the portion of leave benefits

so that the employee receives only that amount of combined payments equal to the employee's regular salary.

ARTICLE 30: BATTERY LEAVE

1. An employee may be granted leave with pay or worker's compensation, if applicable, for time lost as a result of an injury or disability caused by battery while acting within the scope of the employee's duties. Such obligation shall not exceed the remainder of the school year in which the injury occurred.
2. Leave granted under this section will not be deducted from an employee's accumulated, straight or personal leave.

ARTICLE 31: BEREAVEMENT LEAVE

1. Each employee shall be granted a maximum of three (3) days in the event of each death in the employee's immediate family, without deduction from straight, personal, or annual leave. In extenuating circumstances, the Superintendent may grant additional days; these additional days will be charged to the earned sick or personal leave.
2. Bereavement leave is not accumulated or accrued and may not be used for any other purpose.

ARTICLE 32: LEGAL LEAVE

1. Leave with pay shall be granted to an employee called to serve on jury duty. The employee shall be permitted to retain any travel reimbursement received from the court and any per diem received from services rendered to the court before or after the employee's regular work day. Any additional compensation will be signed over to the District.
2. Leave with pay shall be granted to an employee to attend a legal proceeding in court or an administrative hearing where the employee is either a party to the case or is required by a lawful subpoena to testify and the issue is job related and the employee is testifying on behalf of the District.

2.1. Paid leave will not be granted under this section where the employee is testifying against the District.

3. Leave without pay or personal leave, if available, will be granted to an employee to appear in court to assert or protect the employee's own interest.

ARTICLE 33: PERSONAL LEAVE

1. Personal leave on an accrual basis, is available only to employees that do not accrue annual leave. Employees will accrue one (1) personal leave day at the completion of the 2nd and 6th month worked. An employee who commences employment with the District after the beginning of the school year shall be credited with personal leave on a pro-rata basis. Personal leave may be used for legal, business, household, family, or other personal reasons. Except in the case of emergency, an employee shall provide at least five (5) days notice of the employee's intent to take personal leave to the employee's immediate supervisor. Twelve month employees also receive two days on the same schedule, however on a non accrual basis.
2. An employee shall not be required to state the reason for the personal leave when the employee notifies the immediate supervisor of the employee's intent to use personal leave.
3. Personal leave will not be granted on the last workday prior to or the first workday following a holiday, on an in-service day, or during the first or last five days of the school year, except in an emergency situation where prior approval has been granted.
4. Up to one day of unused personal leave may be carried over to the next school year. Any unused personal leave days in excess of (1) day will be converted to straight leave the following school year.

ARTICLE 34: PROFESSIONAL LEAVE

1. Leave of absence with pay may be granted by the Superintendent for professional visitation and attendance at job-related meetings, conferences, and trainings provided that all original receipts are presented in a timely manner; otherwise the employee will be responsible for any unaccounted for expenses

which will be deducted from their salary.

2. Any reimbursement of expenses is subject to the written mutual agreement of the Superintendent and the employees prior to the approval of the leave. Any expenditure proposed beyond the amount budgeted for the purpose of the leave must receive prior approval of the Board.
3. Teachers and Educational Assistants will be limited to four (4) days per school year for out of District Professional Development. The only exceptions are for PED mandated training and as a requirement by a Principal on a Professional Growth Plan.

ARTICLE 35: STRAIGHT LEAVE

1. Each employee who is employed at least half time shall earn straight leave at the rate of 1.1 day per month of duty, beginning with the first full calendar month worked. New employees to the District will receive four (4) days upfront and will need to accrue those days within four months before additional leave days are granted with pay. In all cases, should an employee terminate during the contract period, the appropriate salary deduction will be made from the final paycheck for any used by unearned leave.
2. Straight leave may be used for illness in an employee's immediate family.
3. Leave requests for the day before a holiday or for the day after a holiday, in-service day, or the first five and the last five days of school, will not be approved unless there are extenuating circumstances which will be determined on a case by case basis by the Superintendent.
4. The maximum straight leave accrual is one hundred twenty (120) days.
 - 4.1. All accumulated straight leave is forfeited upon termination from employment except in the case of retirement.
 - 4.1.1. Retiring Employees will receive monetary payment for unused leave on the following schedule:

<u>Category</u>	<u>Rate of Compensation</u>	<u>Maximum</u>
Certified	\$25.00 per day	\$3,000 (120 Days)

Non certified	\$15.00 per day	\$1,800 (120 Days)
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- 4.2. This payment will be incorporated into the employee's final payment with the school District.
- 4.3. Decedent Employee (qualifying for retirement): upon the death of a current employee the beneficiary(ies) of said employee will receive the unused leave payment with the appropriate scale as per item A above.
5. For the periods of straight leave longer than three (3) consecutive days, the Superintendent may require a physician's statement attesting to the reason for the absence.
6. Straight leave benefits shall not be paid during any period for which an employee is eligible for worker's compensation payments unless the employee has elected in writing to assign or pay his workers' compensation payments to the District for the period during which the straight leave benefits are paid. In no event shall an employee be entitled to both straight leave and workers' compensation payments during the same period. As used in this section, "workers' compensation payments" refers only to wage replacement benefits under the Worker's Compensation Act. In the event an employee receives both straight leave benefits and workers' compensation payments for the same period, the District will deduct the amount of straight leave benefits paid (in the event of no election has been made) from the next amount due the employee from the District.

ARTICLE 36: EXTENDED LEAVE

1. An employee may be granted an extended leave of absence without pay for a maximum of one (1) year for personal reasons. The leave request shall include a complete explanation of the need for the leave. The granting of this request will be based on the needs of the District.
 - 1.1. Any employee who has five (5) or more consecutive years of service with the District will be allowed to retain any leave benefits accrued and/or seniority earned upon return to work from an extended leave of absence approved under this Article. Upon return from an unpaid leave under this Article, a reasonable effort will be made to return the employee to a comparable position.

2. **EXTENDED ILLNESS LEAVE:** An employee, who during the course of his/her contract, becomes unable to work because of a serious health condition, and who has exhausted all other leave, paid and unpaid, available for that purpose, may be granted, upon approval by the Board acting upon a recommendation from the Superintendent, extended leave without pay for the duration of the health condition up to the remainder of the school year. Such leave may be renewed for an additional year upon approval of the Board acting upon a recommendation from the Superintendent.
3. The employee's written request for extended illness leave must state a probable date of return. The employee must submit a physician's statement attesting to the need for the leave prior to approval and submit another statement attesting to the employee's release to return to work prior to the employee returning to work.
4. The employee's health plan benefits may be maintained during the leaving period with the timely payment of the premiums made in full by the employee.

ARTICLE 37: MILITARY LEAVE

Military Leave shall be granted in accordance with state and federal laws.

ARTICLE 38: PARENTAL LEAVE

1. An employee may request up to twelve (12) consecutive weeks of leave for child bearing/rearing any time between the commencement for pregnancy and the child's first birthday. During this period the employee may utilize any accumulated straight leave.
2. An employee shall submit a written request for leave no later than thirty (30) days prior to the commencement of the leave, except in cases of an emergency. The application shall be accompanied by a physician's statement identifying the expected date of delivery and any other relevant medical facts.
3. This leave will be counted against any eligibility under the FMLA.

ARTICLE 39: PUBLIC/POLITICAL LEAVE

1. Upon request, the Board may grant an employee a political leave without pay to campaign for election or to serve in a non-salaried, part-time government office, board or commission. If elected, an employee must comply with the Governmental Conduct Act and complete disclosure forms required by the District upon request. The employee will be returned to employment by the District only if a vacancy exists for which the employee is licensed and qualified and only when and/or where such a position will not violate the Governmental Conduct Act.
2. This leave may be renewed by the Board, but only with the express condition that there is no guarantee for return to employment.

ARTICLE 40: ANNUAL LEAVE

1. Twelve month employees shall be entitled to twenty days of paid annual leave earned on the basis of 1.66 days per month.
2. Annual leave may accumulate to thirty (30) days.
3. Upon termination of employment with the District, a twelve (12) month employee shall be paid for earned and unused annual leave not to exceed twenty days.
4. Annual leave shall not be granted in advance of the number of days earned by the employee.
5. Annual leave is granted at the discretion of the requesting employee's immediate supervisor.
6. Annual leave shall not be earned during any period of time the employee is on approved leave without pay.
7. Annual leave shall not be granted to part-time employees or employees having a work year less than twelve (12) months.
8. Authorization will be granted only for such times as will least interfere with the efficient operation of the schools and not to exceed five consecutive days. The Board reserves the right to make separate contractual arrangements

regarding annual leave, with the Superintendent.

9. Upon separation of employment the District may pay a maximum of ten (10) accrued unused days to the employee at the employee's regular daily rate.
10. Annual leave is scheduled by mutual agreement of the supervisor and the employee.

ARTICLE 41: LEAVE WITH OUT PAY (LWOP)

Each employee who desires leave without pay may request such leave from their supervisor, however, before such leave is granted, all other forms of leave available to the employee must be exhausted. (Exemption: Federation Officers may take up to 2 days of LWOP annually).

ARTICLE 42: REDUCTION-IN-FORCE

1. In the event of substantial and unavoidable loss of revenue, decreased enrollment, loss or decrease in programmatic funding, or decrease or revision of educational programs, it is the District's retained management right and responsibility to implement a reduction in force (RIF) through termination and/or discharge of employees.
2. If the District is contemplating a layoff, the District will provide written notification to the Federation at least thirty (30) calendar days prior to the effective day of the need for reduction in staffing levels together with the affected positions, departments and/or programs. Affected employee(s) will receive fourteen (14) calendar days advance notice.
3. The District will first request voluntary transfers and resignations by written notice to the employees in the affected job title(s). Prior to initiating a RIF, the District will attempt to achieve the RIF through attrition.
4. For licensed, certified employees, the District must first attempt to transfer any affected employee to another position for which the employee is qualified and licensed and which is consistent with the academic necessities of the District.
5. For all other non-licensed bargaining unit employees, the District must first

attempt to transfer any affected employees to any other position for which the employee may be qualified and available which is consistent with the academic necessities of the District. All other things being equal, the District will terminate or discharge employees with the least amount of seniority first.

ARTICLE 43: PRIVATIZATION

Except in emergency situations, at least 60 days prior to making a recommendation to the Board for an outside contractor to perform functions or services currently performed by a bargaining unit employee, the District will meet and confer with the Federation. The Federation will be given an opportunity to provide an alternative resolution to this issue perceived as creating a need for privatization. This resolution will be considered in good faith by the District prior to the issuance of the RFP or the decision by the Board to pursue privatization options. It is understood and agreed that it is the District's sole and exclusive right to decide whether or not to proceed with outside contracts.

ARTICLE 44: CLASS SIZE LOADS

1. The District shall comply with the State Statutes and State Public Education Department Regulations and Standards in determining class size, class load limited, and staffing patterns.
2. The District shall consult with the affected employees prior to requesting any waiver from the State Public Education Department.

ARTICLE 45: HEALTH AND SAFETY

1. The District will provide healthful and safe working conditions for all employees.
2. The District, the Federation, and employees will comply with all applicable health and safety codes, regulations, and laws.
3. Employees will immediately verbally report to their immediate supervisor any and all unsafe working conditions and in writing by the end of the day.

ARTICLE 46: TEACHING/WORKING ENVIRONMENT

1. Teaching is recognized as the teacher's primary responsibility. However, non-instructional duties are also a part of a licensed professional employee's responsibility. Non-instructional duties shall be assigned to employees on an equitable basis.
2. Classroom interruptions shall be kept to a minimum.
 - 2.1. Licensed professional employees' shall receive a minimum of 24 hours notice of assemblies, presentations, group or individual testing, except in the case of emergencies.
 - 2.2. Licensed professional employees perception of excessive classroom interruptions shall be addressed in Meet and Confer sessions.
3. The District and the Federation will work towards maintaining a work environment that is based on mutual respect. All staff will refrain from conduct that substantially interferes with an individual's work, or creates an intimidating, hostile, or offensive work environment. All employees have the right to be treated with respect and are expected to conduct themselves with respect for the dignity of others as well as themselves.

ARTICLE 47: WAGE AND SALARY PROCEDURES

1. General
 - 1.1. Upon initial employment, bargaining unit employees will be placed at the first step of the salary schedule until documentation of credentials can be verified.
 - 1.2. A bargaining unit employee shall receive credit on the salary schedule for experience, training, and/or education, whichever is appropriate to the position, provided the employee submits official transcripts corroborating the training and education, or the completion of the coursework to the District Central Office no later than October 10th of the year in which recognition of the credit begins and provided the employee has notified the District in advance.

- 1.3. Bargaining unit employees shall be placed on the approved appropriate salary schedule for the job title based on the training, education, and/or experience approved by the District.
- 1.4. Bargaining unit employees shall begin receiving salary schedule compensation for additional training and education no later than three weeks after October 10th of the year in which approval of the credit is obtained.
- 1.5. There shall be no movement on the salary schedule, except for promotions, unless first negotiated by the parties and approved by the District School Board. All salary schedules are negotiated annually.
- 1.6. Refer to salary schedule and calendar for pay periods. If a pay day falls on a weekend, holiday, or a day during an extended break, the employees shall be paid on the last work day immediately preceding the weekend, holiday, or break.
- 1.7. For the 2022/2023 SY:
 - Certified salary schedules will increase by 7%.
 - Increase Teacher Salary Schedule to the following base amounts: Level 1 \$55,000, Level 2 \$65,000, Level 3 \$75,000 for 183 day contract.
 - All hourly employees will receive a minimum of \$15.00 per hour.
 - \$2/hour increase to the entry level salaries (at 0 years' experience) for all pay bands.
 - \$28/hour for Bus Drivers
 - \$16.18/hour for Bus Aids
 - Stipends - no change for 2022/2023 SY

2. Licensed Professionals

- 2.1. At the time of initial employment, each licensed professional shall receive one year experience on the salary schedule for each full year of approved District or out-of-district experience directly related to the position currently held up to a total of 22 years. For the purpose of this section, a year of experience shall be defined as at least one half of the established work year as determined by the District or the reporting institution that is accredited by an accrediting agency approved by the District. This shall not be applied retroactively.

- 2.2. Each licensed professional shall be compensated for approved additional training directly related to the position currently held in accordance with the approved salary schedule.
- 2.3. Employees who are currently credited, as of the 1994-1995 school year, with additional hours on the salary schedule will be grand fathered.
- 2.4. Part-time licensed professional employees shall be hired in blocks of one (1) through seven (7). Lunch breaks shall not be included in the computation. The licensed professional shall be compensated at the rate of one-seventh (1/7) of the annual salary to which the licensed professional employee would have been entitled as a full-time licensed professional employee for each block or fraction of a block for which the licensed professional employee is hired.
- 2.5. Licensed professional employees agreeing to teach during their preparation period shall be paid in accordance with these same procedures.

3. Licensed Para-Professionals

- 3.1. Employees shall be placed on a salary schedule that is designated for their job title.
- 3.2. Each Licensed Para-Professional shall receive one year of experience on the salary schedule for each full year of approved District or out-of-district experience directly related to the position currently held. A combined total of 15 years of in-district and out-of-district experience, if earned, is allowed at the time of initial employment. Approved experience must be experience as an educational assistant.

4. Non-Licensed

- 4.1. A combined total of ten years of experience, with a maximum of five years of outside experience, if earned, shall be allowed at the time of initial employment. An employee who moves from one job title to another will be permitted to apply the employee's credited years of service to the new job title when the District determines there is a direct correlation, or where movement is from a non-licensed to a licensed position, the employee will be placed on the beginning salary of the appropriate salary schedule.

5. Appendix "E" shall consist of the applicable salary/wage schedules, including the hourly activities salary schedule. Appendix "F" shall consist of the stipend schedules.

ARTICLE 48: USE OF A PERSONAL VEHICLE

An employee required by the District to use his/her personal vehicle during the employee's workday for District business shall be compensated as per the New Mexico mileage and Per Diem Act.

ARTICLE 49: INSURANCE BENEFITS

1. Each employee working 15 hours per week or more shall be eligible for insurance benefits available in the District unless otherwise indicated. Upon employment with the District, each employee shall be provided a complete explanation of the benefits for which the employee is eligible. Each employee shall be provided with a brochure outlining plan benefits for each plan chosen by the employee.
2. Any employee's share of premiums for insurances shall be deducted from the employee's paycheck each pay period in equal installments.
3. The District shall, at a minimum, provide group insurance benefits to eligible employees as required by law.
4. The District shall assume the premium cost required by law for each available insurance plan.
5. The District shall provide professional liability and Workers' Compensation coverage for employees in accordance with New Mexico law.
6. Employees shall be entitled to invest in tax-sheltered annuities and deferred compensation programs currently available through the Business Office by payroll deduction. Deductions shall be made and forwarded to the investment company.
7. Employees shall be notified in writing of their opportunity to continue their insurance benefits through COBRA in the event of a separation, termination, or

leave without pay during the District orientation meeting and at the time the above stated actions occur.

8. The Federation and the District shall meet periodically at the request of either party to discuss the implementation and experience of the group insurance plans. The District shall provide the Federation with all data and documents related to the plans and the plan experience not considered confidential.

ARTICLE 50: COMPLETE AGREEMENT

1. The parties agree that this is the complete and only Agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement. No additional negotiations shall be conducted on any item, whether contained herein or not, except by mutual agreement of the parties. This Agreement replaces any and all previous agreements by the parties.
2. The District and the Federation, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 51: AGREEMENT DURATION

1. This Agreement shall become effective (upon ratification and signature by both parties) and shall remain in full force and effect through June 30, 2025.
 - 1.1. Negotiations for wages and compensation shall be re-opened during each year of this Agreement. Re-opener negotiations shall commence when funding availability is known and as agreed by the parties.
 - 1.2. Each party may submit up to two (2) non-economic items for negotiations during the contract re-openers.
2. Amendments to this Agreement may occur provided both parties agree to the amendment. Such approval and amendments shall be executed in writing and

shall have full force and effect upon signing by both parties.

ARTICLE 52: SIGNATURES

In witness whereof, the parties hereto affix the signature of their respective officers and representatives.

CUBA INDEPENDENT SCHOOL
DISTRICT

CUBA UNIFIED EMPLOYEES

By: _____
Diana Maestas,
President of the CISD School Board

By: _____
Josephine Velarde
President, Cuba Unified Employees

Date:

And by: _____
Dr. Karen Sanchez Griego,
CISD Superintendent

Date:

APPENDIX A: BARGAINING UNIT OCCUPATIONS GROUPS AND JOB TITLES

1. The “Licensed Professional” occupational group is a part of this bargaining unit and shall include the following job titles: Licensed professional employees including Teachers, Counselors, and Librarian.
2. The “Licensed Para-Professional” occupational group is part of this bargaining unit and includes the job title of Educational Assistants and Nurse Aides.
3. The “Non-Licensed” occupational group is a part of this bargaining unit and shall include the following job titles: Administrative Assistants, Secretary, Custodian, Maintenance Worker, Technology Assistant, STARS/PED/ Assistant Testing Manager and Bus Drivers.

APPENDIX B: GRIEVANCE FORMS

LEVEL I
GRIEVANCE FORM A
FORMAL GRIEVANCE PRESENTATION

To be completed by grievant within ten (10) days of the commission or omission of the act that generated the grievance.

Grievant: _____

Date of formal grievance presentation: _____

School: _____

Immediate supervisor: _____

Assignment: _____

Policy or regulation alleged to have been violated: _____

Statement of grievance:

Action requested:

Signature of grievant

LEVEL I
GRIEVANCE FORM B
DECISION OF IMMEDIATE SUPERVISOR

To be completed by immediate supervisor within five (5) days after formal meeting.

Grievant: _____

Date of formal grievance presentation: _____

School: _____

Immediate supervisor: _____

Decision of immediate supervisor and reasons therefor:

Date of decision _____

Signature of immediate supervisor _____

Grievant's response [to be completed by the grievant within five (5) days after the decision]:

I accept the above decision of the immediate supervisor.

I hereby refer the above decision to the Superintendent, with reasons detailing nonacceptance at Level I and any relief sought (Level II).

Date of response

(Signature of grievant)

LEVEL II
GRIEVANCE FORM C
REFERRAL TO SUPERINTENDENT

To be completed by grievant within ten (10) days of immediate supervisor's response.

Grievant: _____

Date of formal presentation: _____

Detail reasons for nonacceptance of grievance decisions and any relief sought:

The attached grievance is hereby referred to the Superintendent.

Date of referral

(Signature of grievant)

LEVEL II
GRIEVANCE FORM D
DECISION OF SUPERINTENDENT

To be completed by the Superintendent within ten (10) days.

Grievant: _____

Date of formal grievance presentation: _____

Date appeal received by Superintendent: _____

Date hearing held by Superintendent (optional): _____

Decision of Superintendent and reasons therefor:

Date of decision

(Signature of Superintendent)

Grievant's response [to be completed by grievant within ten (10) days after the decision]:

I accept the above decision of the Superintendent.

I hereby appeal to the Board for a review of this grievance (Arbitration).

Date of response

(Signature of grievant)

APPENDIX C: SCHOOL CALENDAR



CUBA SCHOOLS 2022-2023 9 MONTH CALENDAR

Approved
4/20/22b

JULY 2022				
M	TU	W	TH	F
				1 K5+
4	5 K5+	6 K5+	7 K5+	8 K5+
11 K5+	12 K5+	13 K5+	14 K5+	15 K5+
18 K5+	19 K5+	20 K5+	21 K5+	22 K5+
25 K5+	26 K5+	27 K5+	28 K5+	29 K5+

AUGUST 2022 (14)				
M	TU	W	TH	F
1 K5+	2 K5+	3 K5+	4 K5+	5 K5+
8	9	10	11★	12
R	16	17	18♥	19
22	23	24	25	26
R	30			

SEPTEMBER 2022 (21)				
M	TU	W	TH	F
			1	2
5	6	7	8	9☾
R	13	14	15	16
19	20	21	22	23
R	27	28	29	30

OCTOBER 2022 (18)				
M	TU	W	TH	F
3	4	5	6	7
10	11	12	13	14☺
R	18	19	20	21
24	25	26	27	28
R				

NOVEMBER 2022 (18)				
M	TU	W	TH	F
	1	2	3	4
7	8	9	10☾	11
R	15	16	17	18
21	22	23	24	25
R	29	30		

DECEMBER 2022 (12)				
M	TU	W	TH	F
			1	2
R	6	7	8	9
R	13	14	15	16☺
19	20	21	22	23
26	27	28	29	30

JANUARY 2023 (20)				
M	TU	W	TH	F
2	3	4	5	6
R	10	11	12	13
16	17	18	19	20
R	24	25	26	27☾
30	31			

FEBRUARY 2023 (19)				
M	TU	W	TH	F
		1	2	3
R	7	8	9	10
13	14	15	16	17
20	21	22	23	24
R	28			

MARCH 2023 (16)				
M	TU	W	TH	F
		1	2	3☺
R	7	8	9	10
13	14	15	16	17
20	21	22	23	24
R	28	29	30	31

APRIL 2023 (17)				
M	TU	W	TH	F
R	4	5	6	7☸
10☸	11	12	13	14☾
R	18	19	20	21
24☸	25	26	27	28

MAY 2023 (18)					
M	TU	W	TH	F	S
1	2	3	4	5	
R	9	10	11	12	13🎓
15	16	17	18	19	
R	23	24	25	26	
29	30	31			

JUNE 2023				
M	TU	W	TH	F
			1	2
			8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

★	First/Last Day of School	●	Indigenous Summer Program	☺	9 Wks Ends	📅	PreK Start/End	🎓	8 th Gr. Promo
☾	Vacation	◻	Half Day	●	CU Boulder Summer Program	☸	Report Card Grades Due	📅	Registration
R	Remote Day – Students Learn from Home/Staff PD-4hrs.	☸	Snow Days	📅	5 th Gr. Fly Up	🎓	Graduation	📅	Extended Learning
◻	Parent Conferences 8:00am – 7:00pm (No school for students)	☸	No School for Elementary	📅	Progress Report Grades Due	♥	Open House 4:00 – 6:00pm		K5+ Start/End
◻	Parent Conferences 3:30pm – 7:00pm (Regular School Day)								
◻	Full Day Staff In-service (No school for students)								

9 Month

June 6 – July 29, 2022: Indigenous Summer Program

July 1, 2022 to August 4, 2022: K5Plus

July 18-29, 2022: Extended Learning

July 11 – August 5, 2022: CU Boulder Summer Program

August 8-10, 2022: In-service

August 11, 2022: First Day of School

August 18, 2022: Open House 4:00 pm – 6:00 pm

August 23, 2022: Pre-School Starts ~ May 12, 2023: Pre-School Ends

September 5, 2022: **No School** (Labor Day)

October 10, 2022: **No School** (Indigenous Peoples' Day)

October 19, 2022: Regular School Day (Parent Conferences 3:30 pm – 7 pm) LAST APPOINTMENT AT 6:30 pm

**This day consists of a regular 7 hour day, 8-3:30 plus an additional 3.5 hours, 3:30-7pm*

October 20, 2022: **No School** (Parent Conferences 8:00 am – 7 pm) LAST APPOINTMENT AT 6:30 pm

**This day consists of a regular 7 hour day, 8-3:30 plus an additional 3.5 hours, 3:30-7pm*

October 21, 2022: **No School**

November 11, 2022: **No School** (Veteran's Day)

November 23-25, 2022: **No School** (Thanksgiving Break)

December 16, 2022: Half Day for Students, No PD for Staff

December 19-30, 2022: **No School** (Winter Break)

January 2, 2023: **No School** (Full Day Staff In-service)

January 16, 2023: **No School** (Martin Luther King Jr. Day)

February 20, 2023: **No School** (President's Day)

March 8, 2023: Regular School Day (Parent Conferences 3:30 pm – 7 pm) LAST APPOINTMENT AT 6:30 pm

**This day consists of a regular 7 hour day, 8-3:30 plus an additional 3.5 hours, 3:30-7pm*

March 9, 2023: **No School** (Parent Conferences 8:00 am – 7 pm) LAST APPOINTMENT AT 6:30 pm

**This day consists of a regular 7 hour day, 8-3:30 plus an additional 3.5 hours, 3:30-7pm*

March 10, 2023: **No School**

March 13-17, 2023: **No School** (Spring Break)

April 7, 2023: **No School**

April 10, 2023: **No School**

April 24, 2023: **No School** (Sovereignty Day)

May 13, 2023: Graduation

May 18, 2023: 5th Grade Fly Up

May 19, 2023: 8th Grade Promotion

May 23-24, 2023: No School for Elementary Students

May 24, 2023: Last Day of School

May 25-26, 2023: In-service

May 29, 2023: Memorial Day

STAFF: No professional development on December 16, 2023.

Report Card Grades **MUST BE IN NO LATER THAN 11 AM** on the due date. Quarter 4/Semester 2 Grade due dates will be announced at each site by the principals.

NOTE: (#) indicates the number of instruction days in that month.

Snow Days are on the calendar to be used in the event of a power outage where we cannot connect remotely.

Registration Dates:

**Online or On-Site Registration
July 25 - August 4, 2022**

Parents can register their student online or stop by the school and pick up a packet.

ALL students must be registered yearly.

JUNE 2022				
M	TU	W	TH	F
		1	2	3
6 ●	7 ●	8 ●	9 ●	10 ●
13 ●	14 ●	15 ●	16 ●	17 ●
20 ●	21 ●	22 ●	23 ●	24 ●
27 ●	28 ●	29 ●	30 ●	

APPENDIX D: 12-MONTH CALENDAR



CUBA SCHOOLS 2022-2023 12 MONTH CALENDAR

Approved
4/20/22b

JULY 2022 (20)				
M	TU	W	TH	F
				1 K5+
4	5 K5+	6 K5+	7 K5+	8 K5+
11 K5+	12 K5+	13 K5+	14 K5+	15 K5+
18 K5+	19 K5+	20 K5+	21 K5+	22 K5+
25 K5+	26 K5+	27 K5+	28 K5+	29 K5+

AUGUST 2022 (22)				
M	TU	W	TH	F
1 K5+	2 K5+	3 K5+	4 K5+	5 K5+
8	9	10	11★	12
R	16	17	18♥	19
22	23	24	25	26
R	30			

SEPTEMBER 2022 (21)				
M	TU	W	TH	F
			1	2
5	6	7	8	9☾
R	13	14	15	16
19	20	21	22	23
R	27	28	29	30

OCTOBER 2022 (20)				
M	TU	W	TH	F
3	4	5	6	7
10	11	12	13	14☺
R★	18	19	20	21
24	25	26	27	28
R				

NOVEMBER 2022 (18)				
M	TU	W	TH	F
	1	2	3	4
7	8	9	10☾	11
R	15	16	17	18
21	22	23	24	25
R	29	30		

DECEMBER 2022 (15)				
M	TU	W	TH	F
			1	2
R	6	7	8	9
R	13	14	15	16☺
19	20	21	22	23★
26	27	28	29	30

JANUARY 2023 (21)				
M	TU	W	TH	F
2	3	4	5	6
R	10	11	12	13
16	17	18	19	20
R	24	25	26	27☾
30	31			

FEBRUARY 2023 (19)				
M	TU	W	TH	F
		1	2	3
R	7	8	9	10
13	14	15	16	17
20	21	22	23	24
R	28			

MARCH 2023 (21)				
M	TU	W	TH	F
		1	2	3☺
R★	7	8	9	10
13	14	15	16	17
20	21	22	23	24
R	28	29	30	31

APRIL 2023 (20)				
M	TU	W	TH	F
R	4	5	6	7☺
10☺	11	12	13	14☾
R	18	19	20	21
24☺	25	26	27	28

MAY 2023 (22)					
M	TU	W	TH	F	S
1	2	3	4	5	
R	9	10	11	12	13☺
15	16	17	18☺	19☺	
R	23★	24★	25	26	
29	30	31			

JUNE 2023 (22)				
M	TU	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

★	First/Last Day of School	●	Indigenous Summer Program	☺	9 Wks Ends	☑	PreK Start/End	🎓	8th Gr. Promo
☑	Vacation	◐	Half Day	●	CU Boulder Summer Program	☺	Report Card Grades Due	📅	Registration
R	Remote Day – Students Learn from Home/Staff PD-4hrs.	☺	Snow Days	🎓	5th Gr. Fly Up	🎓	Graduation	📅	Extended Learning
☑	Parent Conferences 8:00am – 7:00pm (No school for students)	☺	No School for Elementary	☺	Progress Report Grades Due	📅	Open House 4:00 – 6:00pm	📅	K5+ Start/End
☑	Parent Conferences 3:30pm – 7:00pm (Regular School Day)	☺	Full Day Staff In-service (No school for students)	☺					

12 Month

June 6 – July 29, 2022: Indigenous Summer Program
 July 1, 2022 to August 4, 2022: K5Plus
 July 4, 2022: **No Work** (Independence Day)
 July 18-29, 2022: Extended Learning
 July 11 – August 5, 2022: CU Boulder Summer Program
 August 8-10, 2022: In-service
 August 11, 2022: First Day of School
 August 18, 2022: Regular Work Day (Open House 4:00 pm – 6:00 pm)
 August 23, 2022: Pre-School Starts ~ May 12, 2023: Pre-School Ends
 September 5, 2022: **No Work** (Labor Day)
 October 10, 2022: **No Work** (Indigenous Peoples' Day)
 October 19, 2022: Regular Work Day (Parent Conferences 3:30 pm – 7 pm)
**This day consists of a regular 7 hour day, 8-3:30 plus an additional 3.5 hours, 3:30-7pm*
 October 20, 2022: Regular Work Day (Parent Conferences 8:00 am – 7 pm)
**This day consists of a regular 7 hour day, 8-3:30 plus an additional 3.5 hours, 3:30-7pm*
 November 11, 2022: **No Work** (Veteran's Day)
 November 23-25, 2022: **No Work** (Thanksgiving Break)
 December 16, 2022: Regular Work Day (Half Day for Students, No PD for Staff)
 December 22-30, 2022: **No Work** (Winter Break)
 January 2, 2023: Staff In-service
 January 16, 2023: **No Work** (Martin Luther King Jr. Day)
 February 20, 2023: **No Work** (President's Day)
 March 8, 2023: Regular Work Day (Parent Conferences 3:30 pm – 7 pm)
**This day consists of a regular 7 hour day, 8-3:30 plus an additional 3.5 hours, 3:30-7pm*
 March 9, 2023: Regular Work Day (Parent Conferences 8:00 am – 7 pm)
**This day consists of a regular 7 hour day, 8-3:30 plus an additional 3.5 hours, 3:30-7pm*
 March 16-17, 2023: **No Work** (Spring Break)
 May 13, 2023: Graduation
 May 18, 2023: 5th Grade Fly Up
 May 19, 2023: 8th Grade Promotion
 May 23-24, 2023: No School for Elementary Students
 May 24, 2023: Last Day of School
 May 25-26, 2023: In-service
 May 29, 2023: **No Work** (Memorial Day)

Registration Dates:

**Online or On-Site Registration
 July 25 - August 4, 2022**

Parents can register their student online or stop by the school and pick up a packet.

ALL students must be registered yearly.

JUNE 2022				
M	TU	W	TH	F
		1	2	3
6 ●	7 ●	8 ●	9 ●	10 ●
13 ●	14 ●	15 ●	16 ●	17 ●
20 ●	21 ●	22 ●	23 ●	24 ●
27 ●	28 ●	29 ●	30 ●	

12 MONTH STAFF: You must request leave from your supervisor if you would like to be off on the following dates:

October 21, 2022	December 16, 2022 (afternoon)
December 19-21, 2022	March 10, 2023
March 13-15, 2023	April 7, 2023
April 10, 2023	April 24, 2023

NOTE: (#) indicates the number of contract days in that month.

Snow Days are on the calendar to be used in the event of a power outage where we cannot connect remotely.

APPENDIX E: SALARY SCHEDULES FOR ALL BARGAINING UNIT EMPLOYEES

DRAFT FY23 Certified Staff Salary Schedule -Confidential-

Teachers, Counselors, Librarians

EXP	LEVEL I			LEVEL II			LEVEL III			
	BA or less	BA+15	BA+45/MA	BA or less	BA+15	BA+45/MA	MA+15	MA+45/PHD/EdD	MA+15	MA+45/PHD-EdD
0	\$55,000	\$55,500	\$56,000	\$65,000	\$65,500	\$66,000	\$66,500	\$67,000	\$75,000	\$76,000
1	\$55,005	\$55,540	\$56,076	\$65,138	\$65,673	\$66,208	\$66,742	\$67,277	\$75,428	\$76,581
2	\$55,043	\$55,584	\$56,126	\$65,200	\$65,742	\$66,283	\$66,823	\$67,363	\$75,443	\$76,660
3	\$55,097	\$55,640	\$56,182	\$65,231	\$65,942	\$66,484	\$66,992	\$67,555	\$75,457	\$77,237
4	\$55,153	\$55,695	\$56,239	\$65,281	\$65,992	\$66,533	\$67,055	\$67,642	\$75,547	\$77,431
5	\$55,208	\$55,751	\$56,294	\$65,331	\$66,041	\$66,582	\$67,117	\$67,729	\$75,640	\$77,622
6	\$55,263	\$55,808	\$56,351	\$65,381	\$66,092	\$66,633	\$67,180	\$67,816	\$75,729	\$77,817
7	\$55,318	\$55,862	\$56,407	\$65,431	\$66,142	\$66,682	\$67,242	\$67,902	\$75,821	\$78,011
8	\$55,375	\$55,920	\$56,464	\$65,481	\$66,192	\$66,734	\$67,306	\$68,975	\$75,912	\$78,208
9	\$55,429	\$55,975	\$56,520	\$65,532	\$66,243	\$66,783	\$67,368	\$69,561	\$76,004	\$78,403
10	\$55,484	\$56,030	\$56,577	\$65,582	\$66,343	\$66,832	\$67,431	\$70,151	\$76,094	\$78,598
				\$65,631	\$66,368	\$66,883	\$68,002	\$70,748	\$76,718	\$78,796
				\$65,682	\$66,392	\$66,932	\$68,580	\$71,349	\$77,267	\$78,992
				\$65,732	\$66,443	\$66,983	\$69,164	\$71,955	\$77,808	\$79,190
				\$66,590	\$66,624	\$66,189	\$69,751	\$72,568	\$78,358	\$79,388
				\$68,376	\$68,623	\$69,484	\$70,344	\$73,185	\$78,407	\$79,586
				\$69,223	\$69,364	\$70,153	\$70,942	\$73,807	\$78,853	\$79,785
				\$70,262	\$70,403	\$72,409	\$72,942	\$74,434	\$79,404	\$79,984
				\$71,316	\$71,460	\$72,443	\$72,977	\$75,067	\$79,862	\$80,951
				\$71,673	\$71,818	\$72,805	\$73,337	\$75,705	\$80,422	\$81,517
				\$72,747	\$72,895	\$73,642	\$74,056	\$76,348	\$80,916	\$82,087
				\$73,839	\$73,990	\$74,887	\$75,159	\$76,997	\$81,441	\$82,663
				\$74,024	\$75,099	\$76,173	\$76,837	\$77,651	\$82,011	\$83,241
				\$74,838	\$76,225	\$77,708	\$78,386	\$79,071	\$82,586	\$83,824
				\$75,661	\$76,558	\$78,657	\$79,342	\$80,036	\$83,165	\$84,410
				\$76,494	\$77,707	\$79,701	\$80,396	\$81,099	\$83,544	\$85,002
				\$77,336	\$78,414	\$79,923	\$80,620	\$81,325	\$84,071	\$85,597
				\$78,187	\$79,277	\$80,164	\$80,489	\$81,906	\$84,491	\$86,195
				\$79,045	\$80,148	\$80,491	\$80,570	\$83,133	\$84,915	\$86,799
				\$79,915	\$81,029	\$81,376	\$81,779	\$84,381	\$85,338	\$87,407
				\$80,794	\$81,919	\$82,273	\$83,007	\$85,648	\$86,172	\$87,654
				\$81,682	\$82,821	\$83,176	\$84,252	\$86,933	\$87,930	\$89,417

- 1) This schedule is a one-year document that reflects placement only. This schedule does not reflect future movement.
- 2) Based on 183 days for TEACHERS as per School Calendar at 7 hours per day, Counselors ADD 20 days (2 weeks before 1st day of school, 2 weeks after last day of school), Librarians ADD 10 days (1 week before 1st day of school, 1 week after last day of school).
- 3) The district accepts 22 years of experience.
- 4) Stipends: As per District Stipend Schedule
- 5) Official transcripts are to be on file by October 1 of the current school year for initial placement on the salary schedule and for movement across the salary schedule.
- 6) Approval must be obtained from the Superintendent/Designee for all undergraduate classes counted towards movement on the salary schedule.
- 7) Each employee is responsible for verification of previous experience. Official verification is due 30 days after the first day of employment.
- 8) Substitute teaching and/or student teaching is not recognized as teaching experience.
- 9) Advancement in years of experience is based on successful completion of the previous year.
- 10) Collective Bargaining underway

CUBA INDEPENDENT SCHOOL DISTRICT
2022-23 BUS AID

HOURS	173-DAY
2.00	\$5,598.00
2.50	\$6,998.00
3.00	\$8,397.00
3.50	\$9,797.00
4.00	\$11,197.00
4.50	\$12,596.00
5.00	\$13,996.00
5.50	\$15,395.00
6.00	\$16,795.00
6.50	\$18,194.00
7.00	\$19,594.00
7.50	\$20,994.00
8.00	\$22,393.00

- 1) This schedule is a one-year document that reflects placement only. This schedule does not reflect future movement.
- 2) Annual contract based on 173 days as per 9-month School Calendar.

APPENDIX F: STIPEND SCHEDULES FOR BARGAINING UNIT EMPLOYEE

CUBA INDEPENDENT SCHOOLS 2022-23 STIPEND SALARY SCHEDULE

POSITION	STIPEND	PAYMENT SCHEDULE
ATHLETIC-CONCESSION-MANAGER	\$4,500.00	Divided equally among pay periods during athletic season
ATHLETIC-DIRECTOR	\$8,500.00	Divided equally among pay periods as per the 12-month schedule
BILINGUAL-ENDORSED-TEACHER*	\$3,000.00	Divided equally among pay periods as per the 9-month schedule
HS-HEAD-COACH	\$4,500.00	Divided equally among pay periods during athletic season
HS-ASSISTANT-COACH	\$2,500.00	Divided equally among pay periods during athletic season
MS-HEAD-COACH	\$1,700.00	Divided equally among pay periods during athletic season
MS-ASSISTANT-COACH	\$900.00	Divided equally among pay periods during athletic season
ELEM-COACH	\$900.00	Divided equally among pay periods during athletic season
HS-CLASS-SPONSOR-FRESHMAN (2)	\$400.00	Divided equally among pay periods as per the 9-month schedule
HS-CLASS-SPONSOR-SOPHOMORE (2)	\$500.00	Divided equally among pay periods as per the 9-month schedule
HS-CLASS-SPONSOR-JUNIOR (2)	\$600.00	Divided equally among pay periods as per the 9-month schedule
HS-CLASS-SPONSOR-SENIOR (2)	\$600.00	Divided equally among pay periods as per the 9-month schedule
HS-CLUB	\$1,500.00	Divided equally among pay periods as per the 9-month schedule
NATIONAL-BOARD-CERTIFIED-TEACHER**	TBD (1.5xUnit Value)	One time lump sum paid after final unit value is set by PED
PREK-TEACHER*	\$8,500.00	Divided equally among pay periods as per the 9-month schedule
SPED-TEACHER*	\$3,000.00	Divided equally among pay periods as per the 9-month schedule
SPED-EA (ONE-ON-ONE)	\$1,500.00	Divided equally among pay periods as per the 9-month schedule
TEST-COORDINATOR, DISTRICT LEVEL	\$5,000.00	Divided equally among pay periods as per the 9-month schedule
TEST-COORDINATOR, SITE LEVEL	\$2,500.00	Divided equally among pay periods as per the 9-month schedule
TESOL-ENDORSED-TEACHER*	\$1,000.00	Divided equally among pay periods as per the 9-month schedule
TEACHER-AT-RISK-TEAM/SEL, DISTRICT LEVEL	\$5,000.00	Divided equally among pay periods as per the 9-month schedule
TEACHER-CURRICULUM-AND-INSTRUCTION-TEAM, DISTRICT LEVEL	\$2,500.00	Divided equally among pay periods as per the 9-month schedule
CAPSTONE TEACHER	\$2,000.00	Divided equally among pay periods as per the 9-month schedule
COVID-19 TECHNOLOGY TRANSLATION/COMMUNITY SUPPORT	\$5,000.00	Divided equally among pay periods as per the 9-month schedule
ED FELLOWS	\$2,000.00	Divided equally among pay periods as per the 9-month schedule

*The stipend for teachers holding a Bilingual Endorsement, TESOL Endorsement, Special Education Endorsement, and Early Childhood (Pre-K) Endorsement is payable to employees who teach at least one class with students each semester of the school year.

**The stipend for teachers holding a National Board Certification is payable to employees who teach at least one class with students each semester of the school year.

APPENDIX G: HOURLY/ACTIVITIES SALARY SCHEDULE FOR BARGAINING UNIT EMPLOYEES

CUBA INDEPENDENT SCHOOLS 2022-23 HOURLY-ACTIVITIES SALARY SCHEDULE

SUMMER SCHOOL/AFTER-SCHOOL/GRANTS	HOURLY RATE
CERTIFIED TEACHER	\$45.00
NON-CERTIFIED STAFF	\$20.00

SCHOOL-TO-WORK	HOURLY RATE
STUDENT EMPLOYEE	\$15.00

SUBSTITUTE TEACHERS	HOURLY RATE
NON DEGREED	\$15.00
DEGREED (BA+)	\$25.00
CERTIFIED TEACHER	AS PER CERTIFIED SALARY SCHEDULE

OTHER SUBSTITUTES	HOURLY RATE
SECRETARY	\$15.00
CUSTODIAN	\$15.00
EA/NURSE/BUS AID	\$15.00

K5+/ELTP	DAILY RATE
CERTIFIED TEACHER	AS PER CERTIFIED SALARY SCHEDULE
NON-CERTIFIED STAFF	AS PER SALARY SCHEDULE FOR POSITION

GAME DUTY	PER EVENT
TICKET TAKER	\$35.00
TICKET SELLER	\$35.00
GAME ANNOUNCER	\$35.00
GYM MASTER	\$35.00
CLOCK	\$35.00
BOOK	\$35.00

ALL DAY TOURN./MEET	PER DAY
GAME WORKER	\$100.00

BUS DRIVER	HOURLY
AFTER SCHOOL ACTIVITY BUS	\$28/HOUR
SPORTS/CLUBS/FIELD TRIPS	\$28/HOUR
INSPECTIONS/MAINTENANCE	\$24/HOUR
DOWN TIME (activities)	\$12/HOUR