

It is recognized by the parties that once an issue is a grievance, criticisms of performance or behavior will become public information.

ARTICLE 15 DISCRIMINATION

The parties shall not discriminate against an employee on the basis of the employee's age, sex, race, national origin, religion, creed or handicapping condition.

ARTICLE 16 PERSONNEL RECORDS

1. The District shall maintain one official personnel file for each employee. The file shall be maintained in the Human Resources Office.
2. The official personnel file shall be open to inspection by the Superintendent, administrators, or agents of the Board, provided the inspection is conducted for the purpose of legitimate District business and is restricted to a review of the pertinent material. Other than for purposes of routine District business, the file reviewer shall sign and date a form attached to the employee's official file to record all access to the file.
3. An employee shall have access to their official personnel file. The employee shall provide reasonable notice to request a file review. The District shall remove all pre-employment material from the file prior to review. An administrator or the person in charge of the records shall be present during the review.
4. The employee may be accompanied by a Federation representative during review, or may assign the sole responsibility for review and access to the Federation representative with written authorization.
5. The District will honor reasonable requests for a copy of an accessible document in the file. A fee, as allowed by the Inspection of Public Records Act, may be charged by the District.
6. Except for routine material, the District shall provide a copy of any document to the employee prior to its placement in the 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. Such response shall be submitted within fourteen (14) days of receipt of the document that precipitated the response.

7. Documentation related to any pending investigation will not be placed in a personnel file until the investigation is complete.
8. An employee may have access to a supervisor's separate working file only with the supervisor's permission.

ARTICLE 17

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 18

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 the equivalent of 183 days at the rate of 7.00 hours per day.
2. Unpaid holidays as scheduled on the approved district calendar for the current school year 2007-2008.
3. Licensed professional employees assigned to additional work days above and beyond their contract shall be compensated at the appropriate prorated daily rate of pay (i.e., salary/number of workdays).

ARTICLE 19

WORK DAY- LICENSED PROFESSIONAL EMPLOYEES

1. The normal licensed professional employee's workday shall be as identified in the approved school calendar (Appendix D). The parties recognize that the licensed professional employee's professional responsibilities include but are not limited to preparation, EPSS goal team participation, 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.

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 teachers 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.
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 no volunteers, administration 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 at approved district rate hourly rate of \$18.00 on a time for time basis as agreed to by the employee and his/her supervisor.
9. Game Duty
 - 9.1 After school game duty will be voluntary. Employees who volunteer will be compensated at approved hourly rate or time for time, as

agreed to by the employee and his/her supervisor. Additional incentives may be provided.

- 9.2. The Administration is responsible for providing a safe work environment.

ARTICLE 20

WORK YEAR - PARA-PROFESSIONAL LICENSED AND NON LICENSED EMPLOYEES

1. The work year for employees shall be:
 - Instructional Assistants – equivalent to 182 days @ 7.0 hours per day
 - Cooks- equivalent to 183 days @ 7.0 hours per day
 - Custodians/Maintenance – equivalent to 241 days @ 8.0 hours per day
 - Secretaries- equivalent to Present Levels 2007-2008
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 classified, non-professional, employees are required to clock in and out on a District time clock.

ARTICLE 21

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 thirty (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 twenty (20) workdays after earned will, upon request of the employee, be compensated as required by the 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 comp time. If this assignment results in more than a 40 hour week, the employee will be paid at the rate of one and a half times their hourly rate. Administration is responsible for providing a safe working environment.

ARTICLE 22

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.
7. 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.
8. Student discipline shall be applied in accordance with District policy, State Public Education Department regulations, and state law.
9. An employee who observes any criminal act on school property shall report the observation to the principal.
10. 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.
11. 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 23

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 week 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 compensatory time off would unduly disrupt the operations of the district. In 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 Educators Local of AFT New Mexico, 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.

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:

5.1 a) the average regular rate received by such employee during the last three years of the employee's employment, or

5.1 b) the final regular rate received by such employee, whichever is higher.

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 AFT Cuba 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 24

EMPLOYEE EVALUATIONS

1. The primary purpose of employee evaluations will be the improvement of performance and inappropriate behavior.
2. The principal or other administrative personnel will evaluate employees.
3. Each employee will be evaluated in accordance with the State Public Education Department regulations governing evaluations and/or the evaluation plan approved for the District.
4. Each employee shall be evaluated on the cycle set forth in the District's evaluation plan.
5. After an employee has been given 1.) a verbal warning and time to correct the situation 2.) a written warning with time to correct the situation and the supervisor still identifies deficient performance or inappropriate behavior on the part of the employee, the employee may be evaluated at any time to show the discrepancies and time to correct those discrepancies. Then the supervisor may develop a Professional Growth Plan (PGP) in conjunction with the employee to reflect remedial action needed to eliminate the deficient areas(s).
6. Complaints from students, parents, and other employees will be brought to the attention of the employee against whom the complaint has been made, unless the supervisor determines that confidentiality is necessary to protect the complainant and/or the student.

ARTICLE 25

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. Provided a licensed professional employee is recommended and has satisfied the requirements for a previously issued license or endorsement waiver, the District may seek a subsequent waiver for the licensed professional employee.
3. In the event that an additional license or endorsement is required by the District, except in circumstances of RIF, the District may:
 - Whenever possible, offer the necessary coursework for credit through in-service programs:
 - With administrative 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;
 - Assume all tuition costs for the employee;
 - Allow all credit hours earned to be counted towards placement on the salary schedule.
4. The parties are encouraged to meet and discuss the implementation of any policy requiring bilingual endorsement.
5. 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 26

LEAVES FROM DUTY

Authorized leaves from duty is as follows:

Professional Leave
Straight Leave
Personal Leave
Annual Leave/Holidays
Legal /Civic Leave

Public/Political Leave
Extended Illness Leave
Parental Leave
Battery Leave
Extended Leave

Bereavement 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 day	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

All leave is subject to the approval of the District.

1. 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.
2. 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.
3. 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.
 - 3.1 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.
 - 3.2 Upon return from an unpaid leave, efforts will be made to return the employee to a comparable position.
 - 3.3 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.
 - 3.4 An employee returning from any paid leave may voluntarily request to be transferred to any vacant, substantially equivalent position in the District. The District's failure to grant the transfer shall not be subject to grievance.

4. 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.
5. 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.
6. It is not the employee's responsibility to arrange for the assignment of substitutes.
7. 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.
8. While on any unpaid leave, the employee shall continue to be eligible for benefits as provided by COBRA.
9. 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.
10. Except in emergencies, all applications for extended leaves of absence for thirty (30) days or more shall be submitted to the Superintendent no later than thirty (30) days prior to the requested commencement of the leave.
11. 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.
12. 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. Leave may be use 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 "work's compensation payments" payments during the same period. Under the same policy "worker's compensation payments" refer only to wage placement 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 27

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 28

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 29

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 for services rendered the court before or after the employee's regular workday. 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 30

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 one (1) day will be converted to straight leave the following school year.

ARTICLE 31

PROFESSIONAL LEAVE

1. Leave of absence with pay may be granted for professional visitation and attendance at job-related meetings, conferences, and training sessions 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 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 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 32

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, inservice 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.
 - 3.1 All accumulated straight leave is forfeited upon termination from employment except in the case of retirement.

3.1.1. 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)

This payment will be incorporated into the employee's final payment with the school district.

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 no election has been made) from the next amount due the employee from the District.

ARTICLE 33 EXTENDED LEAVE

1. An employee may be granted an extended leave of absence without pay for a maximum of one 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 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.

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.

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.

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 34 MILITARY LEAVE

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

Any employee, who is a member of an organized unit of the National Guard, or a reserve unit of any of the military branches, shall be given military leave not to exceed fifteen (15) days annually when they are ordered to active duty training with such organized units. Such leave is to be in addition to other leave or vacation time to which such employees are otherwise entitled, with no deduction of pay.

ARTICLE 35 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 this 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 36

PUBLIC/POLITICAL LEAVE

Upon request the board may grant an employee a political leave without pay to campaign for election or to serve in public office. The employee will be returned to employment by the district only if a vacancy exists for which the employee is licensed and qualified.

This leave may be renewed by the board, but only with the express condition that there is no guarantee for return to employment.

Upon request the Board may grant an employee political leave without pay to campaign for election or to serve in public office. The district will return the employees to employment only if the vacancy exists for which the employee is licensed and qualified.

This leave may be renewed by the Board, but only with the express condition that there is no guarantee of return to employment.

ARTICLE 37

ANNUAL LEAVE

1. Twelve month employees shall be entitled to twenty (20) 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.
2. 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.
 3. Annual leave is scheduled by mutual agreement of the supervisor and the employee.

ARTICLE 38

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 39

REDUCTION-IN-FORCE

1. It is the District's right to reduce its employment and, if necessary, discharge or terminate employees as a result of a reduction in force (RIF) in the event of a financial emergency or an elimination or restructuring of its instructional programs or operations.
2. When the District anticipates a RIF that might result in the transfer or layoff of an employee(s), the District will notify the Federation in writing of the

anticipated RIF. The notice shall include the reasons for the RIF, the affected programs and employees, and the expected date of the RIF. The notice will be provided at least twenty (20) days prior to the anticipated implementation of a layoff.

3. Following the issuance of the notices set forth in 2 above, the Federation shall, upon request, meet with the District to discuss possible alternatives to the RIF and the transfer and/or layoff of any employee, provided the Federation requests the meeting in writing to the District no later than five (5) days after receiving the notice of intent to RIF from the District.
4. The District will first request voluntary transfers and resignations by written notice to the employees in the affected job title. Prior to initiating a RIF, the District will attempt to achieve the RIF through involuntary transfers.
5. If the efforts set forth in 4 above do not resolve the problem, the District will provide written notification to the employee that is to be RIF. The employee identified for RIF shall be the employee with the least occupational group seniority within the identified job title for licensed professional, licensed para-professional and non-licensed employees and within the job title and the endorsement area affected by the RIF.

If an employee to be retained due to licensure, endorsement, and/or required qualifications in the job description has less seniority than the employee to be laid off, the district shall put in writing the reason for the exception.

6. A laid-off (RIF) tenured employee shall have the following rights:

The employee shall have recall rights for one year. The District shall offer any position vacancy within the job title from which the employee was laid off, or for which the employee is otherwise qualified, to the employee. Employees on an eligible recall list shall be recalled in seniority order (i.e. last laid off, first recalled). The employee shall maintain a current address and phone number with the District. Failure to provide this information will disqualify the employee for recall rights under this Agreement. If the employee is not recalled within the one-year recall period, the employee's employment relationship with the District shall be severed, and the District's obligation to provide any employment rights to the employee shall be terminated.

An employee who refuses recall to their former job title or endorsement shall waive further recall rights. An employee who refuses recall to a position for which the employee is otherwise qualified does not waive further recall rights.

The district shall not hire any new employees in any position as long as there remains an employee on the recall list who is fully qualified for the position.

Upon request of the employee, the laid-off employee will be placed on the District's approved substitute rolls.

While eligible for recall and not eligible for coverage under another employer, the employee may continue to participate in the District's health insurance program as per the conditions set forth in COBRA.

ARTICLE 40

PRIVITIZATION

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 41

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 limits, and staffing patterns.
2. The District shall consult with the affected employees prior to requesting any waiver from the State Public Education Department.