

**NEA-NM at
Monte del Sol Charter School
and
Monte del Sol Charter School
Collective Bargaining Agreement**

1 July 2025 - 30 June 2026

**with Changes from Re-Openers
March 2025**

TABLE of CONTENTS

ARTICLE 1 – PURPOSE	3
ARTICLE 2 – ASSOCIATION RECOGNITION	3
ARTICLE 3 – GENERAL PROVISIONS	3
ARTICLE 4 – NON-DISCRIMINATION	4
ARTICLE 5 – TEACHING ASSIGNMENTS AND VACANCIES	4
ARTICLE 6 – SUMMER SCHOOL	6
ARTICLE 7 – PROTECTION OF EMPLOYEES: HEALTH AND SAFETY	7
ARTICLE 8 – HEALTH & LIFE INSURANCE BENEFITS	8
ARTICLE 9 – REDUCTION IN FORCE	8
ARTICLE 10 – CLASS SIZE	11
ARTICLE 11 – DISCIPLINE	12
ARTICLE 12 – EMPLOYEE EVALUATION	15
ARTICLE 13 – ALCOHOL AND DRUG ABUSE	16
ARTICLE 14 – GENERAL LEAVE PROVISIONS	17
ARTICLE 15 – PENSION	26
ARTICLE 16 – PROFESSIONAL DEVELOPMENT	26
ARTICLE 17 – GRIEVANCE PROCEDURE AND DISPUTE RESOLUTION	27
ARTICLE 18 – HOURS AND WORKLOAD	33
ARTICLE 19 – COMPENSATION AND SALARY SCHEDULES	36
ARTICLE 20 – SPECIAL EDUCATION	37
ARTICLE 21 – PERSONNEL FILES	37
ARTICLE 22 – ASSOCIATION RIGHTS	38
ARTICLE 23 – BARGAINING PROCEDURES	39
ARTICLE 24 – SHARED SCHOOL LEADERSHIP AND DECISION MAKING	40
ARTICLE 25 – SAVINGS CLAUSE	40
ARTICLE 26 – EFFECT OF AGREEMENT	41
ARTICLE 27 – DURATION & RE-OPENERS	41

APPENDIX A – Extra Pay for Extra Services (EPES)	42
APPENDIX B – Salaries	44
ADMINISTRATOR SALARIES	
TEACHER SALARIES	
OTHER SALARIES	
COUNSELOR and SOCIAL WORKER SALARIES	
APPENDIX C – Pay Differentials	50
APPENDIX D – Grievances	51
APPENDIX D-1 (Formal Level 1 – Administrator)	
APPENDIX D-2 (Formal Level 1 – Administrator’s Resolution)	
APPENDIX D-3 (Formal Level 2 – Agreement to Mediate)	
APPENDIX D-4 (Formal Level 2 – Mediation Settlement)	
APPENDIX D-5 (Formal Level 3 – Governing Board)	
APPENDIX E – General Leave	58
APPENDIX F – Substitute During Preparation	59
APPENDIX G – Mentor Pay	60
APPENDIX H – Bell Schedule	61
APPENDIX I – Short Term Teacher Pay Schedule and PAGE Pay Schedule	62
APPENDIX J – void	
APPENDIX K – General Leave Donation Form	64
APPENDIX L – 2025–2026 MOUs	65
NEA Attendance at Monte del Sol Regular Governing Board meetings	
Staff Subbing Classes	
Supervisory Duties	
Calendar Days	
Hours and Bell Schedule	
Salary Schedule	
Plans for the Weeks after Memorial Day	
Substitute Pay	
AGREEMENT AUTHORIZED SIGNATURES and ATTEST	68

ARTICLE 1 – PURPOSE

THIS AGREEMENT is entered into between the Governing Board of Monte Del Sol Charter School, hereinafter referred to as the “Employer”, and National Education Association of New Mexico at Monte del Sol Charter School, hereinafter referred to as the “Association”, to provide terms and conditions of employment for all certified and classified employees of the Monte Del Sol Charter School as defined in *Article 2 – Association Recognition* and certified by the New Mexico Public Employee Labor Relations Board.

ARTICLE 2 – ASSOCIATION RECOGNITION

In accordance with the New Mexico Public Employee Bargaining Act (PEBA), the Employer hereby recognizes the Association as the exclusive representative of the bargaining unit employees covered by this Agreement for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment. The bargaining unit consists of all certified and classified employees except those in managerial and supervisory positions.

ARTICLE 3 – GENERAL PROVISIONS

I. DEFINITIONS

As used in this Collective Bargaining Agreement:

- A. “**administration**” shall mean the Head Learner, Assistant Head Learner, and Business Manager;
- B. “**agreement**” shall mean the collective bargaining agreement entered between the Employer and the Association;
- C. “**association**” shall mean the National Education Association (NEA) of New Mexico at Monte del Sol Charter School and its representatives;
- D. “**board**” shall mean the Governing Board of the Monte del Sol Charter School;
- E. “**case management**” means providing services through co-teaching, teaching, educational assistance, parent contact, writing Individualized Education Plans (IEPs), consulting with related service providers and collaborating with regular teacher;
- F. “**course release**” shall mean a reduction in teaching load to undertake scholarship or administrative or service duties;
- G. “**days**” shall mean specific workdays in which administrative offices are open;
- H. “**department**” shall mean a group of faculty members with expertise in a specific field or discipline;
- I. “**employer**” shall mean the Governing Board of the Monte del Sol Charter School and its representatives;
- J. “**FTE**” shall mean a full-time equivalent employee;
- K. “**head learner**” shall mean the principal or the principal’s designee, as defined by New Mexico law, who directly observes, supervises, evaluates, disciplines, and recommends employment status;
- L. “**plan, assess, grade, enter**” (PAGE) shall mean a teacher who plans lessons, prepares assessments, grades work, and enters information in Canvas/PowerSchool;
- M. “**president**” shall mean the President of the Association or the President’s designee;
- N. “**school**” shall mean the Monte del Sol Charter School (MdS);
- O. “**tenure**” shall mean a teacher who remains employed by a school district or state agency for three consecutive years”; and

- P. “unit” or “employee” shall mean all all certified and classified employees, except those in managerial and supervisory positions, whose salaries are based on the salary schedule as provided herein. All other employees whose salaries are based on other salary schedules are excluded from this unit.

II. PRINTING AND DISTRIBUTION OF THE AGREEMENT

The quantity and the method of distribution will be as follows:

- A. Upon ratification of a new Agreement, the Association President will email each unit employee a copy of the Agreement. Two (2) copies will be available at the expense of the School in the Business Office for employees requesting a printed copy. The full Agreement will be available on the School’s website.
- B. The School’s Head Learner or Business Manager is responsible for distributing copies of the Agreement to all new unit employees at the beginning of each school year.

ARTICLE 4 – NON-DISCRIMINATION

The Monte del Sol Charter School is an Equal Opportunity Employer. It is the policy of the School not to discriminate against an employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, ancestry, physical disability, marital status, sexual orientation, or political affiliation. The School district promotes the principle of equal employment opportunity.

Accordingly, all recruiting, hiring and promoting for all job classifications is made without regard to race, color, religion, age, sex, disability, national origin, ancestry, physical disability, marital status, sexual orientation, or political affiliation, except where age, sex, or type of disability is a bona fide occupational qualification.

The School makes diligent effort to assure that all personnel actions, such as recruitment, job advertising, employment, rates of pay or other forms of compensation, promotion, transfer, demotion, layoff, termination, discharge, selection for training, discipline, application, or administration of any bargaining agreements, or any rule, regulation or policy relating to the terms and conditions of employment will be administered without regard to race, color, religion, age, sex, disability, national origin, ancestry, physical disability, marital status, sexual orientation, or political affiliation, except where age, sex, or type of disability is a bona fide occupational qualification.

ARTICLE 5 – TEACHING ASSIGNMENTS AND VACANCIES

- I. The Head Learner is responsible for all final decisions regarding hiring, placement, and reassignments. Department members and the Head Learner will interview candidates. Department members will make recommendations to the Head Learner.
- II. Vacancies
 - A. First notification of vacancies shall be given to Mds employees. As vacancies become available, notice of the vacancies shall be emailed to “All Staff” in order to alert employees to new job postings. This includes Extra Pay for Extra Services (EPES) positions as specified in the stipend schedule (see *Appendix A – Extra Pay for Extra Services (EPES)*).
 - B. Hiring priority shall be given to current, qualified Mds employees for positions at the School. Department members will review resumes, attend interviews, and observe

candidates conducting sample lessons in the classroom when possible while the Head Learner will view all sample lessons. Department members will submit final recommendations to the Head Learner and provide input into the selection process. The collective bargaining committee will review, eliminate obsolete, and establish new EPES positions during the collective bargaining process. The Association reserves its right to use an internal advisory committee and/or call upon experts for EPES-related input.

- C. Occasionally, a short-term teacher may be hired to fill a position. These situations may include when a teacher leaves mid-year, is on an extended leave of absence, or when there is an absolute dearth of licensed teachers available in a discipline. A short-term teacher assumes all teacher responsibilities (e.g., planning, grading, duties, attending meetings, and teaching class). The contract will be in effect until the specified end date. (*see Appendix I – Short-Term Teacher Pay Schedule and PAGE Schedule*). Short-term teachers shall hold all rights and be held to all responsibilities outlined in this contract, unless otherwise noted, in a contract signed by the Head Learner and approved by the Association President. The Head Learner will determine when or if the short-term teacher contract will go into effect.
- D. Permanent substitute teachers are different from short-term teachers. A permanent substitute will be defined as an Educational Assistant (EA) whose primary assignment is to be the standby substitute teacher every day, and who will have special assignments when no substitute is needed. A permanent substitute teacher is compensated at the same rate as an EA and is entitled to all benefits within this contract. The Head Learner will determine when or if a permanent sub contract will go into effect.
 - 1. Permanent substitutes can cover a course load in a situation – such as, when a teacher leaves mid-year or is on an extended leave of absence; and when there is an absolute dearth of licensed teachers available in a discipline.
 - 2. If a permanent substitute were to be hired instead of a short-term teacher, the school would offer a Plan, Assess, Grade, Enter (PAGE) position to School faculty members. The PAGE position would develop lesson plans, assessments, grade work, and enter information in Canvas/PowerSchool for one or more classes (*see Appendix I – Short-Term Teacher Pay Schedule and PAGE Schedule*).
- E. Layoffs owing to Reduction in Force (RIF) will be given first priority placement and School RIF policies procedures shall be followed as per *Article 9 – Reduction In Force*.
- F. Employees in years one and two, as first or second year employees of the School, will be notified at least two (2) weeks before the current school year ends in the event that the employees’ contracts will not be renewed. For employees in year three or after, tenure applies.
- G. Special education teacher caseload will be determined in accordance with state regulations including the New Mexico Public Education Department (NMPED) waiver provision. Caseloads cannot exceed 1.4 FTE. Should any caseload exceed 1.4, the overage will be assigned to other qualified staff. Caseload requirements may vary depending on the School’s model to deliver services as described below.
 - 1. Special education services are provided to “a caseload of students” by a single case manager who provides case management services.
 - 2. Special education services will split the case management duties, provided by a direct service special education teacher and the staff member writing the IEPs. The direct service teacher supports students through an academic lab and

collaborates with regular education teachers, educational assistants, and the staff member(s) writing the IEPs. The person writing the IEPs will contact parents, schedule related service providers, and collaborate with the direct service special education teacher.

3. In the event a special education teacher's caseload FTE exceeds 1.0, additional compensation will be paid (see *Appendix A – Extra Pay for Extra Services (EPES)*).

III. Assignments

- A. Efforts will be made to avoid changing teacher assignments. However, if after the first day of a unit employee's contract, the Head Learner determines there might be a need for a change in the unit employee's teaching assignment, the Head Learner must inform the employee.
- B. If after the contract for the upcoming school year has been signed and the Head Learner determines there might be a need for a change in a unit employee's teaching assignment, the Head Learner must inform the employee as soon as possible. If there is any change of assignment, the employee shall be notified and given reasons for such change by the Head Learner within three (3) working days of knowing about the change and reasons for such assignment change shall be given.
- C. New employees shall be given notice of the new employees' specific assignment by the Head Learner and Business Manager upon hiring.
- D. Employees whose teaching assignment changes after the first day of the school year will be given sufficient professional leave and training for each reassigned class to be used at the employees' discretion to prepare and design curriculum.
- E. Occasionally it may become necessary to grant a teacher a course release to serve in an administrative capacity or to participate in program development of benefit to the School. Such releases are granted at the discretion of the Head Learner, who will send a letter to the Association outlining the duties and expectations for the teacher before contracts are signed. A copy of the letter will also be placed in the teacher's personnel file.

IV. Voluntary Reassignments

Current employees who meet the minimum qualifications of a vacant position shall be given the first opportunity to apply for the position and, if hired, will be granted the same professional leave as in *Article 5.III.D*.

V. Study Halls

When the need for study hall classes arises, all staff will be notified of the position(s), and any teacher may apply. If two teachers apply, the two teachers have the opportunity to share the position, with one teacher teaching the first semester and the other the second. If more than two teachers apply, a lottery will be used to fill the position. If study halls become available the following year, teachers who had a study hall position the previous year are ineligible unless there is no one else to fill it. Study hall positions will be paid in accordance with the stipend schedule (see *Appendix A – Extra Pay for Extra Services (EPES)*).

ARTICLE 6 – SUMMER SCHOOL

Summer school employment opportunities will be publicized. Employees interested in applying for publicized summer school assignments may submit a letter of interest to the Head Learner. Summer school employment preference will be given to current School employees.

ARTICLE 7 – PROTECTION OF EMPLOYEES: HEALTH AND SAFETY

- I. Both parties recognize the need to provide safe and healthy working conditions for all Mds employees in order to maintain an atmosphere of professionalism and respect in which we can best educate the children. The School shall follow the Mds personnel policies for a healthy and safe work environment, employee assault, sexual harassment, sexual misconduct, and violent conduct by employees.
- II. Healthy and Safe Worksite Facilities
 - A. The School will take all possible measures to ensure that all employees work in a hygienic, safe, and healthful environment free from toxins and hazardous conditions of all kinds and make every effort to ensure that necessary repairs and cleaning are completed before employees return to work and following the summer and winter breaks.
 - B. The School will use only non-toxic, no or low volatile organic compounds (VOC), paints, solvents, cleaning products, and high efficiency particulate air (HEPA) filters for all vacuum cleaners.
 - C. Employees shall not be required to work in any condition hazardous to the employee's health status or that has been determined to be in violation of the law or hazardous to the health and safety of employees.
 - D. Following an emergency, and until the condition of the site has been assessed, employees shall not be required to work in the reported hazardous condition.
- III. Hazardous Conditions
 - A. An employee shall not suffer retaliation, retribution, or discrimination of any kind as a result of notifying either the School or appropriate governmental agency of a hazardous condition.
 - B. The School will comply with all provisions of the federal Occupational Safety and Health Act of 1970 (OSHA).
 - C. For any employee injured on the job, the procedure for work-related injuries as required by the New Mexico Public Schools Insurance Authority (NMPSIA) and law will be followed.
- IV. Health, Safety, and Student Conduct and Discipline
 - A. The School and Association recognize the need to provide safe and healthy working conditions. To that end, the School and Association shall work together to develop and implement the *Community Handbook*, *The School Safety Plan*, and *Employee Handbook* in conformance with state and federal laws and regulations. An *Employee Handbook* will be provided by the School to the Association at the start of each school year. Faculty will cover the content of the *Community Handbook* at the start of each year with students and reference content as needed throughout the year. The School will request the Association propose amendments to the above documents.
 - B. To encourage that positive discipline to be maintained, all adults in the building are responsible for practicing and modeling respect for the safety of all. Additionally, all employees shall have consistent and appropriate administrative support when enforcing student discipline.
 1. In cases of repeated student disruption (accompanied by documentation of intervention attempts and communication with the student's advisor and parent/guardian), the unit employee may request the Head Learner schedule a

conference with the parent/guardian and others as necessary to discuss the problem and determine and initiate corrective measures.

2. All emergency alarms and signals must be audible in all parts of the campus, including portables. The administration team or designees will make all-campus checks during each drill. A plan should be developed, put in writing and shared with staff about procedures to follow for students who don't have class during fire drill (for example, juniors and seniors).

ARTICLE 8 – HEALTH and LIFE INSURANCE BENEFITS

- I. For the duration of this agreement, the School agrees to provide eligible employees with group medical, dental, and vision insurance through, and as determined by the NMPSIA. Any changes to the offerings in effect at the inception of this Agreement shall be reviewed by the Head Learner who, in turn, will make recommendations to the Board for approval. For those employees who elect to participate in the approved insurance plan(s), the School will continue to pay group medical premiums percentages as currently slated as minimums by the NMPSIA, and never less than those now in effect (see additional clarifications at bottom of *Appendix I – Short Term Teacher Pay Schedule and PAGE Pay*).
- II. Further, the School agrees, for the duration of this Agreement, to continue to provide employees access to long-term disability and life insurance benefits available through NMPSIA, including the fifty thousand dollar (\$50,000) non-contributory life insurance coverage.
- III. The School shall continue to offer employees open enrollment periods as often as allowed by NMPSIA. Employees will be notified of any such open enrollment periods.

ARTICLE 9 – REDUCTION IN FORCE

- I. Authority, Discretion, and Conditions Justifying Reduction in Force
 - A. The term reduction-in-force (RIF) as used herein refers to the reduction of employment status of any employee by the School due solely to substantial and unavoidable loss of revenue, decreased enrollment, or decrease/revision of educational programs. RIF does not refer to decisions to discharge or non-renew an individual for unsatisfactory work performance or insubordination.
 - B. The Board and Head Learner shall exercise their discretionary authority in good faith when determining that a RIF is necessary.
 - C. The proper certification and qualification of staff to maintain a sound and balanced educational program and environment shall be maintained pursuant to Educational Standards for New Mexico schools, Laws, Rules and Guidance (PED), and/or other authorities which are law or have the force of law to the School.
- II. Reduction in Force Procedure
 - A. Seniority
 1. Seniority, for the purpose of RIF, is defined as continuous service with the School.
 2. Partial year and/or half-time employment shall be prorated.
 3. Leave of absence shall not be considered as interruptive of continuous service except that an individual on leave of absence shall not accrue additional seniority while on such leave.

4. A seniority list of personnel hired during the last three (3) years, which can be extended as needed, shall be completed by the School and provided to the Association thirty (30) days prior to the implementation of a RIF.
5. In the case of a RIF for teachers, a fully licensed person will be retained in preference to one with an Internship License. A “waiver” of licensure requirements (including long-term substitutes) will be treated as having a “substandard” license.
6. When seniority is equal for teachers, positions on the seniority list shall be determined by a point system. When seniority is equal for any employees except teachers, positions on the seniority list shall be determined by a drawing.

B. Point System for Teachers

1. Service to other schools – one (1) point is awarded for every five (5) years of teaching or administrative service in a college, private school, charter school, or public school other than this School.
2. Academic preparation and licensure – the following points are awarded in each of the various levels of preparation:
 - a. Points based on academic preparation:
 - i. bachelor’s degree = four (4) points
 - ii. bachelor’s degree, plus eighteen (18) hours = five (5) points
 - iii. master’s degree = six (6) points
 - iv. master’s degree, plus thirty (30) hours = seven (7) points
 - v. two (2) master’s degrees = eight (8) points
 - vi. doctoral degree = nine (9) points
 - b. Points based on licensure:
 - i. Level I license = one (1) point
 - ii. Level II license = two (2) points
 - iii. Level III license = three (3) points
 - iv. National Board and Administrative license = four (4) points
 - v. Multiple endorsements (more than one) = one (1) point
 - vi. Coaching license = one (1) point

C. For non-teaching staff, seniority is determined within each job category.

D. When the Head Learner deems it necessary to initiate a RIF, the following conditions will apply:

1. Layoff

- a. There will be no reduction in core content position categories (as required by NMPED), during the duration of this agreement.
- b. If the Head Learner is contemplating a RIF layoff of any employee, it will notify the Board and Association as soon as the situation is known, or at least thirty (30) days before the proposed date of the layoff.
- c. The above notice will include all information relevant to a determination of the necessity for a RIF, including the reasons for the proposed action, the number and kind of positions affected, the financial impact on the School, and copies of pertinent related documents.
- d. Within five (5) days after the Association receives the aforesaid notice, the Head Learner will meet with the Association to create a RIF plan to discuss possible alternatives to the RIF and/or layoff of any employee. The Board and Head Learner will allow the Association to make recommendations regarding

the impending layoff and will not take final action on any consideration of reduction in force prior to meeting with the Association to negotiate over any alternatives.

2. The RIF plan will include:
 - a. A detailed description of the cause or causes requiring a RIF.
 - b. A description of all adjustments already made by the Board and Head Learner in an attempt to avoid a RIF.
 - c. A designation of the part or parts of the total educational program, in which the RIF is proposed and the number of positions to be reduced in each program department and grade level and location.
 - d. No employee will be laid off, nor will there be a reduction in the total number of the employee's hours worked, unless all possible steps have been taken, including but not limited to: consideration of attrition; actively seeking volunteers to resign among all employees by written notice to employees in the licensure and endorsement areas affected, if applicable; non-renewal of temporary short term employees; and hiring freezes.
 - e. The Board and Head Learner will determine the number and type of positions to be affected by the RIF taking into consideration what will have the least impact on the instructional program.

III. Notification of Personnel to be Reduced

The written decision of the Board and Head Learner will be provided to each affected employee, and a copy of the written decision will be placed in the employee's official personnel file. This decision will clearly state that the reduction resulted solely from a RIF. A list of the affected employees and the areas from which the employees were reduced will be provided to the Association.

IV. Rights of Laid-Off Employee Due to RIF

- A. Upon written request of the laid-off employee, the employee will be placed on the School's substitute list.
- B. Laid-off employees will be notified in as timely a manner as possible as to the date of the employees' layoff.
- C. All laid-off employees will be given two (2) weeks severance pay.

V. Right to Recall

No new teacher shall be employed, except for endorsement areas which employees on layoff status cannot or will not fill, until all previously employed teachers have had an opportunity to return to a teaching position. In non-teaching positions, no one shall be hired, except for areas which employees on layoff status cannot or will not fill, until all previously employed individuals have had an opportunity to return to a position.

- A. A laid-off employee shall be considered to have recall status for a period of twenty-four (24) months.
- B. The Board and Head Learner will determine the number and types of positions to be affected by the recall.
- C. The Board and Head Learner will offer employment to a teacher on the recall list who has the proper certification and endorsement for the specific position available and possesses the most seniority from those available. The Board and Head Learner will

offer employment to an employee on the recall list who has the proper experience for the position available and possesses the most seniority from those available.

- D. Any employee selected for recall shall be given written notice of the recall by certified return receipt mail and regular U.S. postal service to the last address provided to the School by the employee. A copy of this article will be enclosed with the School's notice. The employee must give a written response to the School within fifteen (15) days of the receipt of the recall notice.
- E. An employee may elect in writing within fifteen (15) days of receipt of the School's notice to be passed over; in which case, the employee retains the employee's place on the recall list.
- F. If a properly notified employee is not immediately available, such employee may claim rights to the available position by giving written notice to the School within fifteen (15) days of receipt of the School's mailing. The notice of the claim to a position will state the date of the employee's availability to the School, but not to exceed forty-five (45) calendar days of the School's mailing.
- G. Temporary or part-time positions will first be offered to employees with recall rights in the same order as for permanent positions. Acceptance or refusal of a temporary or part-time position will not affect the recall rights of the employee.
- H. All benefits to which an employee was entitled at the time of the employee's layoff, including unused accumulated general leave, and which remain in existence will be restored to the employee upon return to active employment, and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education. An employee will not receive credit on the salary schedule for time spent on layoff nor will such time count towards years of experience.
- I. If a laid-off employee has been recalled to a position other than that which the employee held immediately prior to being laid off, the employee shall have the right to return to the position held at the time of the RIF if said position becomes open within twelve (12) months following the employee's recall.
- J. An employee must, at the time of return to reemployment, indicate in writing the desire to return to the position vacated.
- K. A certified employee who is dismissed due to reduction in force and who becomes certified and qualified for additional position(s) will gain the employee's School seniority and any additional certification will be added to the seniority list of laid-off employees. The certified employee will have the responsibility of providing the School documentation of any additional certification or qualifications.
- L. The employee will have the responsibility of providing the School with any changes of address, telephone number, and other contact information.

VI. Exclusive RIF Procedure

This RIF procedure is the only procedure that may be used in a reduction in force. Similarly, no other personnel action other than a reduction in force may be considered under this RIF procedure.

ARTICLE 10 – CLASS SIZE

The total number of students per teacher will be limited to one hundred ten (110) students with an average of twenty-two (22) per class. Teachers who teach more than one hundred ten (110)

students will be exempted from additional supervisory duties. Student aides and pod advisees are not included in the total.

ARTICLE 11 – DISCIPLINE

- I. Employees may only be terminated or discharged in accordance with law. Since the purpose of this policy is to improve or change behaviors, the discipline process begins informally. Disciplinary actions include written reprimands, suspensions, and discharge/termination.
- II. Disciplinary actions shall be consistent with governing laws and regulations and shall be taken without regard to race, age, religion, color, national origin, sex, sexual orientation, veteran status, physical or mental disability or serious medical condition, or union membership or non-membership. No employee shall be disciplined for refusing to perform an unlawful act.
- III. When an employee is called to a meeting that may or will result in employee discipline, the employee will be informed of the nature of the meeting beforehand and be advised that the employee may bring the local site Association Representative (AR) or another NEA representative to the meeting. If an employee feels any meeting is becoming disciplinary in nature, the employee may advise the Head Learner that the employee would like the meeting rescheduled in order to be represented by an NEA representative. Such meetings shall not include evaluation conferences, such as Professional Growth Plans (as defined in *Section VI* of this article). The Head Learner shall set a meeting for disciplinary purposes with reasonable notice to the employee. Reasonable notice shall take into consideration the length of time necessary for an NEA representative to arrive for the meeting and the availability of such representation. Reasonable notice should not be less than one workday. Union representation is encouraged at this level of interaction. The negotiated grievance procedure shall be available to the employee to contest the decision(s) made by School officials in issuing a disciplinary letter.
- IV. No employee will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage based on a decision which is unsupported in fact. Procedural due process standards shall be present throughout the disciplinary process. These include the employee's right to be apprised of allegations or charges, right to representation by an AR or another NEA representative, and right to progressive discipline appropriate to the specific action or incident. The purpose of having an AR or another NEA representative present during disciplinary discussions is primarily to ensure that due process is followed. The AR or another NEA representative may contribute to the discussion at the employee's request. The employee or AR may suggest that the employee and AR step outside and have a private conversation and then return to the discussion at any time. It is not the role of the AR or other NEA representative to interfere with or contest the discipline. The primary purpose of disciplinary proceedings is to improve or change behaviors. The Head Learner will advise an employee of issues or behavior observed or reported in a timely manner, generally within three (3) weeks.
- V. The principles of progressive discipline shall be applied to the determination of any disciplinary action. When the issue is such that the Head Learner recommends skipping a step, prior approval must be granted by the Board President or the Board President's designee. In the application of progressive discipline, consideration will be given to the relatedness of past issues, the seriousness of the current infraction and the length of time

between any infractions. The steps for progressive discipline are listed below. Note that teachers who have not yet been offered a third contract are not provided with the same rights regarding progressive discipline as per NM State PED guidelines. New teachers will, however, be set up with a mentor teacher during the new teachers' first two (2) years at Mds.

The steps for progressive discipline:

A. Informal Discussion

Employee and Head Learner meet to discuss the issues or behaviors; the Head Learner sets expectations and provides suggestions and/or assistance to correct the issue. The discussion results will be documented in a memo kept in the employee's file, with a copy of the memo to the employee. When applicable, time frames will be set. If the issue or behavior is corrected, the memo will be removed from the file by 30 June of the school year in which the issue or behavior occurred.

B. Letter of Concern

If the issue or behavior is not corrected within the time frame set during the informal discussion, a letter of concern shall be written and discussed with the employee and an AR or another NEA representative at a meeting (as described in *Section III* of this article). Such a letter of concern will outline the issues or behaviors that need correction, along with expectations and a time frame for correction. The letter will also advise the employee that if correction is not achieved, the employee may be subject to additional discipline. This letter is forwarded to the Mds Business Office for inclusion in the employee's personnel file, along with the prior memo (from the informal discussion). If after one (1) year from the date of the incident, there have been no similar problems, the letter of concern will be removed from the employee's file.

C. Letter of Reprimand

This is the final step of the progressive discipline process. This letter will cite the prior meetings and letters and define the expectations that have not been met. As above, the employee and an AR or another NEA representative may collaborate with the Head Learner at a meeting as described in *Section III* of this article to define the expected corrective action plan and timeframe. This letter will advise the employee that failure to correct the issues within the timeframe will result in termination of employment. The employee signs the letter, receives a copy and the letter is sent to the Mds Business Office for inclusion in the employee's personnel file. If after two (2) years from the date of the incident, there have been no similar problems, the letter of reprimand will be removed.

The employee may elect to provide the AR, or another NEA Representative, with a copy of any disciplinary memo or letter.

- VI. A Professional Growth Plan (PGP) is an evaluative tool designed to improve performance; it is not a form of discipline. When an employee is placed on a PGP for performance that does not meet the evaluation competencies, and then willfully refuses to comply with a reasonably achievable PGP, this becomes misconduct. The failure to comply becomes subject to the progressive disciplinary process (as outlined in *Section V* of this article). However, a letter of concern or reprimand shall not include, as a consequence for failing to correct a problem, the issuance of a PGP. Nor will a PGP be attached to any of the letters associated with the progressive discipline process.

- VII. Any complaint regarding an employee made by any parent, student, or other identified representative shall be investigated at the lowest possible administrative level beginning at the School. The first step is that parents/guardians and other employees first speak with the employee with whom there is an issue, or they may file a complaint with the School. The Head Learner will facilitate a meeting with the parties involved (if the parties agree) and may be present if that is requested. Mediation may be sought with outside mediators, and then a plan of action may be designed to remediate the problem(s) prior to any action being taken against the employee. It is in the best interests of the School and the Association that employees be informed as soon as there is a problem and be given every assistance in resolving it with the parties involved. An AR or another NEA representative may be present at such meetings if the employee elects to bring one. Employees will be accorded all professional courtesies by being given help in resolving issues at the lowest possible level whenever possible. If this is not possible, explanations will be provided to justify moving beyond lowest level resolutions. Outside investigations are not in conflict with the School following these lowest attempts with resolution and do not preclude following these guidelines whenever possible.
- VIII. When in the judgment of the Head Learner it is in the best interest of the School and/or employee to place an employee on administrative leave, such leave shall be with pay pending determination of the action to be taken. Administrative leave shall not be used for arbitrary, capricious, or punitive reasons. Administrative leave shall be implemented and administered in accordance with the following guidelines:
- A. It is the responsibility of the Head Learner to make all efforts to meet with the employee face-to-face or via phone contact. Sufficient notice shall be given as to afford a reasonable opportunity for representation with an AR or another NEA representative. An employee being placed on administrative leave may be removed from the work environment if student or staff safety is in question or the situation is deemed urgent. Whenever possible, the employee may be asked to wait in a safe area in the building after being informed as to the reasons for the meeting and the options of requesting representation. The meeting with the employee and any removal of the employee will be done in a discreet and confidential manner, respecting the dignity of the employee.
 - B. Upon being placed on administrative leave, an employee shall be provided written notice of such action along with the reasons therefore, the nature of any investigation or other actions to be taken, the expected length of such leave, and possible actions or consequences at the conclusion of the investigation. The President or designee of the Association will be notified of any employee placed on administrative leave and provided a copy of such correspondence. The employee shall be afforded an opportunity to respond in writing to any allegations or charges following the investigation and prior to any termination or discharge, but shall not be required to do so. The choice of any employee not to respond shall not be used against the employee in any subsequent proceeding.
 - C. The School will complete its investigation of any charges or cause for administrative leave in a timely fashion and decide on the course of action to be taken. The employee and the President or designee will be kept informed as to the status of the School's investigation and schedule for the School's decision on the action(s) to be taken.
 - D. An employee generally will not be kept on administrative leave for more than thirty (30) days except for administrative leave which is related to scheduled actions to terminate or

- discharge an employee or to pending criminal or legal proceedings, or in extreme circumstances where more time is required to protect the interests of the concerned parties.
- E. An employee may bring an AR or another NEA Representative to any investigatory meeting held with any administrator subsequent to being placed on administrative leave.
 - F. An employee may appeal at Level 2 of the Grievance Procedure (see *Article 17 – Grievance Procedure and Dispute Resolution*) an administrative leave action pending against the employee.
 - G. An employee’s personal items will not be removed from the employee’s classroom until the employee or designee has had the opportunity to gather them. If possible, the employee or employee’s designee will be allowed to gather personal items accompanied by an administrator or police official within twenty-four (24) hours of being placed on administrative leave, unless the employee elects to wait until an administrative decision has been made.
- IX. If any investigatory or working files are maintained in an employee’s name, the employee may request a summary statement of information contained in such files. Whenever possible, dates, times, witnesses and names will be provided at the discretion of the Head Learner or the Head Learner’s designee. The employee may submit clarifying statements or denials for inclusion in the files.

ARTICLE 12 – EMPLOYEE EVALUATION

General Provisions/Procedures

Evaluations of bargaining unit employees will comply with state law and New Mexico Public Education Department (PED) regulations. Employees to be evaluated during a particular year shall be furnished a copy of the evaluation tools and procedures by the timelines set forward by PED regulations, and no later than 1 November. Employee evaluations will be governed by, but not limited to, the following general provisions and procedures:

- A. State law requires that administrators perform at least one classroom observation per year. All evaluations, monitoring or observation of work performance of an employee shall be conducted openly and with the full knowledge of the employee concerned.
- B. The Head Learner will advise an employee of performance issues observed or reported in a timely manner within three (3) weeks.
- C. To ensure that employees are informed in a timely manner of perceived problems with their performance, the Head Learner will do an informal observation of every teacher’s classroom. Timelines for these observations will follow PED guidelines, but all efforts to observe teachers who are suspected of performance problems will be completed sooner so teachers may benefit from early feedback. Within two (2) weeks of the observation, the Head Learner shall meet with any employee(s) about whom the Head Learner has concerns to discuss the observation and suggest improvements. The employee(s) will receive a copy of their completed observation form, notes, and all discussion items identifying problems. The observation is for the purpose of identifying problems so that the employee(s) can make improvements as needed.
- D. The Professional Development Plan (as defined in *Article 11.VI*) will be developed through a collaborative effort with input from both the employee and the evaluator in accordance with law and PED regulations.

- E. The process of an employee's evaluation is subject to the Grievance Procedure (see *Article 17 – Grievance Procedure and Dispute Resolution*).
- F. Evaluation or status reports may not be placed in an employee's personnel file unless that employee has received a copy and has had an opportunity to discuss the contents with the Head Learner.
- G. Employees in disagreement with the contents of their performance review or evaluation report may submit a written rebuttal to be attached to the report. Provision will be made on the evaluation form for the employee to indicate whether a rebuttal is to be attached thereto. Such rebuttal must be submitted within ten (10) work days of the employee's receipt of the evaluation and a copy of said rebuttal will be attached promptly to each copy of the evaluation form.
- H. Employees shall not be discriminated against or evaluated unfairly because of the employee's membership and/or active participation in the Association.
- I. All first year instructional employees will receive feedback on the employees' job performance at least twice during the first year of employment.

First and second year employees shall note:

New Mexico Statute §22-10A-24 (NMSA 1978). Termination decisions; local school board; governing authority of a state agency; procedures:

A. A local school board or governing authority of a state agency may terminate a licensed school employee, excluding licensed educational assistants who have not been offered and accepted the third consecutive contract, for any reason it deems sufficient. A local school board or governing authority of a state agency may terminate a nonlicensed school employee or a licensed educational assistant with less than one year of employment for any reason it deems sufficient. Upon request of the employee, the local superintendent or state agency administrator shall provide written reasons for the decision to terminate. The reasons shall be provided within ten working days of the request. The reasons shall not provide a basis for contesting the decision under the School Personnel Act.

- J. Licensed Personnel
Licensed personnel will be evaluated in accordance with PED regulations. Any modification to such PDP shall be in conformance with PED regulations.

ARTICLE 13 – ALCOHOL AND DRUG ABUSE

- I. The School and the Association mutually support an Alcohol and Drug Free Workplace and a smoke-free campus.
- II. Employees are prohibited from manufacturing, distributing, possessing, dispensing, using illicit drugs or alcoholic beverages, or being under the influence of illicit drugs or alcoholic beverages on MdS premises or in buildings and school vehicles, including school buses used to transport students to and from schools as well as to and from school activities.

Employees, when acting in a supervisory capacity, are prohibited from possessing or using alcoholic beverages or illicit drugs, or being under the influence of illicit drugs or alcoholic beverages at all school sponsored or school approved activities, events or functions when students are involved and from possessing or using alcoholic beverages or illicit drugs during morning, lunch, or afternoon breaks during the workday.

- III. Employees are required to notify the Head Learner of any criminal drug or alcohol statute conviction. Such notification must occur no later than five (5) days after such conviction.
- IV. The School agrees that any employee who requests diagnosis or treatment for an alcohol or drug abuse problem will not jeopardize employment rights solely because of such request.
 - A. Referrals for diagnosis or treatment may be provided for employees who request medical help or rehabilitation. Therefore, employees who voluntarily seek such assistance, termed self-referrals, will be accorded different treatment than supervisor referrals. Information regarding the employee who is participating in the program will be treated as confidential and will be accorded the protection required by applicable state and federal law.
 - B. Employees who have entered into rehabilitation must comply with the terms of the program. Employees entered into inpatient rehabilitation as part of a prescribed program can use general leave days for that period. Fees and expenses incurred are the responsibility of the employee. Employees who run out of general leave days while in a prescribed program can use the general leave day bank to allow them to finish treatment.
- V. This Article does not abrogate or minimize any protection of employees provided by law.
- VI. Confidentiality and Due Process

Employees are assured that every effort will be taken to protect the employees' confidentiality. Actions taken in enforcement of this policy shall comply with such hearing or due process procedures as may be required by School policy or state laws.

ARTICLE 14 – GENERAL LEAVE PROVISIONS

- I. General Leave

The employee will not be required to state the reason for taking such leave other than that the employee is taking it under this article of the Agreement.

 - A. Employee general leave shall accrue as follows: twelve (12) days of general leave for a 1.0 FTE (prorated for part-time employees) each fiscal year beginning July 1 or upon the first paycheck of the employee's term of employment. Employees' beginning employment date shall receive prorated hours.
 - B. General leave hours shall accrue based on the number of hours the employee earns, divided evenly over the contracted number of pay periods which fall within the school calendar year, not to include summer months, or the last month of the school year. Leave days taken and earned will be calculated and updated for all employees each pay period unless absences occur within three (3) days of a pay period, in which case, the employee's general leave will be updated by the next pay period.
 - C. The unused portion of general leave allowance shall accumulate from year to year, up to seventy-five (75) days (prorated for part-time employees). Unused general leave days will be shown on employees' pay stubs.
 - D. Employees who have been rehired by the School after a three-year absence or less will be credited with fifty percent (50%) of general leave accumulated prior to the employees' departure from Monte del Sol up to a maximum of fifteen (15) days. This does not include employees who have been granted a year of leave or any teacher that was gone due to a RIF. All accumulated days will be re-credited for these employees.
 - E. General leave shall be granted to employees during illness of the employee, the employee's spouse/domestic partner or dependent child. General leave may also be

used, with the prior approval of the Head Learner or the Head Learner's designee, for illness of other relatives. Reasonable effort shall be made to schedule medical and dental appointments during non-working hours. In those cases where this is unavoidable, general leave may be used for such appointments.

- F. In cases where leave periods exceed five (5) consecutive work days, the Head Learner or the Head Learner's designee may require a physician's statement attesting to the fact that the employee is unable to return to work for reasons arising from the health of the employee or relative to cases of excessive absenteeism or a pattern of absences.
- G. General leave benefits shall not be paid during any period for which an employee is eligible for workers' compensation payments unless the employee has elected in writing to assign or pay the employee's worker's compensation payment to MdS for the period during which the general leave benefits are paid. In no event shall an employee be entitled to both general leave benefits and workers' compensation payments covering the same period of absence from work. As used in this section "workers' compensation payments" refers only to wage replacement benefits under any workers' compensation act. In the event an employee has received both general leave benefits and workers' compensation for the same period, MdS will deduct the amount of general leave benefits paid (in the event **no election** has been made) or the amount of workers' compensation payments received by the employee (in the event **an election** has been made) from the next amount due the employee from MdS. An employee who remits workers' compensation payments to MdS or has deductions made by MdS for such payments or corresponding general leave benefits shall be credited with an equivalent amount of general leave based upon the employee's FTE.
- H. Foreseeable General Leave or Personal Leave
 - 1. When an employee knows ahead of time that a general leave day will be taken, the employee will submit a request for absence/leave in advance.
 - 2. Employees requiring a substitute will contact the office manager who will arrange and coordinate coverage. Employees should follow the guidelines established by the office manager for such requests.
 - 3. Personal Leave Preceding and Following a Scheduled Holiday or Weekend:
 - a. Approvals for leave may be limited to no more than ten percent (10%) of the staff on the days preceding and following a scheduled district holiday or weekend, except in the case of an emergency. These approvals will be granted on a first-come, first-served basis. Employees will submit an electronic request through the employee portal to the Head Learner who will maintain these records to ensure compliance and equity with this provision. If leave is denied and the employee does not report to work, the Head Learner may enact the following unless medical certification is provided:
 - i. speak in private to that employee and issue a verbal warning;
 - ii. dock the employee at a rate of one hundred twenty-five dollars (\$125) a day; and
 - iii. dock the employee a full day(s) pay if both i. and ii. of this provision have occurred during the same school year.
 - b. In the case of excessive absenteeism or a pattern of absences, the Head Learner may request a healthcare provider's note. The discipline process may need to be started as described in Article 11 of this Agreement.

I. Unforeseen Leave

1. The employee will notify the Office Manager by text as soon as possible the morning of the absence – but no later than 7:30 a.m. – and will complete a leave request form upon return to School.
2. Employees will notify the Head Learner or the Head Learner’s designee if it becomes necessary to leave the employees’ teaching or work responsibilities for emergencies during working hours. The employee will notify administration if the leave will be for one (1) or one half (.5) day. The Office Manager will arrange for coverage.
3. If the absence will be more than five (5) consecutive days, the employee must notify the Head Learner and Business Manager so that a federal Family Medical Leave Act (FMLA) determination may be made (see *Section III. The Family Medical Leave Act* of this article). The employee or designee shall at that time provide a description of the illness, injury, or condition that necessitates the continued use of general leave.

J. Extended Absences

When the need for use of extended general leave is foreseeable (examples may include planned surgery or the birth of a child), the employee must notify the Head Learner and the Business Manager as soon as practical, normally within thirty (30) days.

K. General Leave Incentive

1. To be eligible for the end-of-year general leave payout, the following conditions must be met: a) the employee must have a **minimum of eighteen (18) days** of accrued general leave; b) this **18-day balance must be maintained** from year to year until the employee retires or resigns. Upon separation from employment, leave payout will follow the guidelines in *Article 14.IV*. If all conditions are met, the employee may receive sixty-five dollars (**\$65 per unused general leave day**), up to a **maximum of eight (8) days** cashed out per fiscal year. To assist with budgeting, employees must notify the **Business Office by 15 April** (or the next business day if 15 April falls on a weekend). Approved payouts will be issued in the employee’s **final paycheck of the fiscal year** (30 June), or the preceding Friday if 30 June falls on a weekend. **Note:** leave balances and payouts for part-time employees will be **prorated** according to the same guidelines.
2. Employees who have accrued at least forty (40) days of general leave may request a payout for any days beyond the 40-day threshold. These excess days will be paid out at a rate of sixty-five dollars (\$65) per day, up to a maximum of one thousand dollars (\$1,000). To assist with annual budgeting, employees must notify the Business Office of their intent to request this payout by **15 April** (or the next business day if 15 April falls on a weekend). Approved payouts will be included in the employee’s **final paycheck of the current fiscal year** (30 June), or the preceding Friday if 30 June falls on a weekend. For part-time employees, leave balances and payouts will be prorated using the same guidelines.
3. Absence without using leave - because the administration recognizes the professionalism and best teaching practices of its teachers, when a teacher who will be absent uses another Mds teacher or teachers as substitutes to cover the teacher’s classes, the absent teacher will not be docked general leave time for said absences, if the teacher has scheduled coverage without assistance from the Office Manager. When teachers know they will be absent, they may choose this option. Full-time teaching staff cannot volunteer for more than one (1) block per day (see form in *Appendix F - Substitute During Preparation* for required recordkeeping).

- L. Teachers needing additional general leave without penalty or cost (e.g., religious holidays on school days) may speak to the Head Learner. For reasons of fairness and equity (e.g., school calendar holidays falling during some religious holidays), the Head Learner may grant additional days without penalty or cost to employees.
- M. Employees who notify the Head Learner by 1 June of their intent to retire or resign are eligible to receive payment for unused general leave at a rate of sixty-five dollars (\$65) per day, with a maximum payout of three thousand five hundred dollars (\$3,500) for retirees and one thousand five hundred dollars (\$1,500) for anyone who is resigning. To qualify, the employee must have five (5) years or more of service at Monte del Sol. Additionally, eligible retirees will receive an extra one hundred dollars (\$100) per year of service at Monte del Sol.

II. General Leave Bank

The School and the Association hereby implement a policy providing employees who earn general leave the opportunity to donate their leave to another employee for medical reasons, given the following limitations and conditions:

- A. No employee may receive more than thirty (30) days of donated leave in one (1) school year;
- B. No donating employee may donate more than fifty percent (50%) of the employee's accrued leave;
- C. The receiving employee may solicit leave days by first notifying the Business Office in writing (email is sufficient) and then via email to staff in general;
- D. Those donating will advise the Business Office of the intent to donate within a reasonable amount of time either before or after the leave is taken, understanding that often emergencies occur (using the form in *Appendix K – General Leave Donation Form*);
- E. The employee receiving the leave provide a document from a healthcare provider explaining that the employee is not able to work;
- F. The employee receiving the leave must have exhausted the entirety of the employee's accrued leave and any compensatory time prior to receiving donated leave;
- G. Upon filling out the general leave donation form, donating teachers will specify if they want or expect their days to be reverted to their own leave, should the recipient's medical leave period end.

III. The Family Medical Leave Act (FMLA)

This policy is adopted to implement the federal Family Medical Leave Act of 1993 (FMLA) pursuant to the terms, conditions, and limitations of the Act. In the event that any legal conflicts between the FMLA and extended leaves of absence are found between this Agreement and the provisions of the FMLA, the latter shall prevail.

- A. To be eligible for leave under FMLA, an employee must have worked for MdS for a total of twelve (12) months, during which the employee must have worked a total of one thousand two hundred fifty (1,250) hours. There are no limitations to these rules for married or domestic partners who both work at the School.
- B. On the occasion of an FMLA event, employees are permitted up to twelve (12) work weeks (sixty (60) days) of FMLA leave per year during any twelve-month period. Six (6) of those weeks will be paid by the School. Employees must use accrued leave to cover the remaining time; when accrued leave is exhausted, leave will be unpaid (see *Section K* of this article for further details).

Family and Medical Leave can be requested for the following reasons:

- 1. childbirth and infant care;
 - 2. placement of a child with the employee for adoption or placement of a child with the employee by a state agency for foster care (entitlement to leave for birth or placement of a child expires twelve (12) months after the birth or placement of the child);
 - 3. care of the employee's spouse/domestic partner, child, or parent with a serious health condition;
 - 4. The inability of the employee to perform the employee's job duties due to a serious health condition or the necessary absence from work of an employee to receive medically necessary treatment. Entitlement to leave under the FMLA shall be a "rolling" twelve-month period, measured backward for each employee from the first time each employee uses leave under the FMLA; or
 - 5. To address the employee's own mental health needs or the mental health needs of a spouse/domestic partner, child, or parent.
- C. A "serious health condition" is an illness, injury, impairment, or physical or mental condition that (a) requires in-patient care in a hospital, hospice, or residential medical care facility, (b) requires continuing treatment by a healthcare provider and which, if left untreated, would likely result in an absence from work of more than three (3) days, or (c) involves prenatal care.
 - D. An employee requesting leave shall submit a "Request for Leave" form to the Head Learner or Business Manager.
 - E. If an employee requests leave for treatment of an employee's serious medical condition or for that of a spouse/domestic partner, child, or parent, the employee may be asked to make a reasonable effort to schedule the treatment at a time that is not unduly disruptive to the School.
 - F. An employee seeking leave for a foreseeable reason such as the birth or placement of a child or for planned medical treatment shall provide the School with at least thirty (30) days advance notice of the leave. If thirty (30) days advance notice is not possible under

the circumstances (e.g., in the case of a premature birth), the employee shall give such notice as is practicable (e.g., within one (1) or two (2) business days of the day the employee learns of the need for leave). If an employee's reason for seeking leave is unforeseeable, such employee shall give such notice as is practicable. An employee who fails to give notice of leave as required herein may be denied such leave until the notice requirements are met. If less than thirty (30) days notice of leave is provided, the employee must schedule an appointment with the Head Learner for approval.

- G. An employee seeking leave on the basis of the serious medical condition of the employee or the employee's spouse/domestic partner, child, or parent must provide certification issued by the healthcare provider of the employee or of the employee's spouse/domestic partner, child, or parent, stating:
1. the date the condition began;
 2. the probable duration;
 3. the appropriate medical facts;
 4. that, for a specified time, either the employee:
 - a. is unable to perform the employee's job functions or will be unavailable to do so while receiving necessary medical treatment, or
 - b. will be needed to care for the sick family member.

If the adequacy of medical certification is questioned by the School, the School may require the employee to seek, at the School's expense, the opinion of a second healthcare provider who is not regularly employed by the School. If the opinions of the first and second healthcare providers differ, the School may require, at the School's expense, a third opinion from a healthcare provider agreed upon by the employee and the School. The third opinion shall be final and binding.

- H. Intermittent leave and reduced work schedules are allowed when such are medically necessary. Employees wishing to take intermittent leave or go on reduced work schedules that reduce the number of hours worked per week or per day for childbirth/infant care or adoption leave must speak directly to the Head Learner and receive permission to do so, due to the limitations of coverage the School may face due to its size.
- I. If an eligible "instructional employee" (as defined below) seeks intermittent leave or reduced-schedule leave for the care of a spouse/domestic partner, child, or parent; or for the employee's own serious health condition; and the leave is foreseeable on the basis of planned medical treatment; and the employee would be on leave for more than twenty percent (20%) of the workdays during the period; the employee must speak directly to the Head Learner about options due to the necessity of coverage of the employee's duties. Possibilities include:
1. take leave for a period or periods of a particular length, not greater than the length of the planned medical treatment; or
 2. transfer temporarily to an equivalent position which better accommodates recurring periods of leave.

"Instructional employees" include teachers, instructional assistants, coaches and other employees whose duties principally involve the direct provision of instructional services to students. In the event an employee takes additional leave time under *Article 14.I - Unforeseen Leave* above, the entire leave time shall be counted against the employee's available leave under the FMLA and any School leave policy.

- J. All requests for family/medical leave must be approved by the Head Learner or the Head Learner's designee.
- K. The staff member must use accrued general leave for whatever amount the staff member has accrued up to the first three (3) weeks. Once the staff member's accrued leave is exhausted, before the end of the first three (3) weeks or at the end of the first three (3) weeks, the staff member may use leave donated by other staff through the General Leave Bank. After the first three (3) weeks, the School will fund the following three (3) weeks of leave. If the staff member requires additional time off (up to twelve (12) weeks total), the staff member will use accrued leave or donated hours from the General Leave Bank for the next three (3) weeks, and then the School will fund the final three (3) weeks. Should the employees, through the Association, choose to establish a Sick Bank rather than an *ad hoc* request for donations of leave days to the General Leave Bank, the employees may do so. Here is a summary:

weeks 1-3 = staff
 weeks 4-6 = school
 weeks 7-9 = staff
 weeks 10-12 = school

Any employee seeking leave shall explain the reasons for the needed leave on a form provided by the School. It shall be the School's responsibility to identify the requested leave as covered by the FMLA and as paid or unpaid on the basis of leave time accrued under or during such leave, on the basis of information provided by the employee.

- L. During the period of leave, the School will maintain the employee under the School's group health plan if enrolled; however, the employee is responsible for continuing to pay the employee's monthly portion of the premium once all paid leave has been exhausted, (including general leave bank donated days). If the employee fails to make payment of the employee's share of health insurance premiums for thirty (30) days after such payment is due, coverage of such employee for benefits shall be discontinued. If the employee fails to return to work following leave under the FMLA for any reason other than the continuation of the FMLA-qualifying circumstances upon which the need for leave was originally based, the employee will be responsible to reimburse the School for its costs paid to maintain coverage for the employee during the leave period.
- M. Employees will not accrue leave during the FMLA period.
- N. An employee who has taken FMLA will be restored to the employee's previous position, of equivalent pay, benefit, and other terms and conditions of employment.
- O. In each School building there shall be posted a notice to employees describing the provisions of the FMLA, as provided and approved by the Wage and Hour Division of the United States Department of Labor.

IV. Bereavement

In the case of death in the family during an employment period, the employee shall be allowed leave with full pay as follows:

- A. For death of a spouse/domestic partner or child – two (2) weeks from the date of such death.
- B. For death of other immediate family members ("immediate family" is inclusive of spouse/domestic partner; child(ren); grandchild(ren); parent(s); grandparent(s); brother(s); sister(s); and current in-laws including brother(s)-in-law, sister(s)-in-law, son(s)-in-law, daughter(s)-in-law, father-in-law, and mother-in-law; this also includes

“step” immediate family members and the family of a spouse/domestic partner) – one (1) week from date of such death.

C. For death of close friends or extended family – two (2) days from date of such death.

In all cases, an extension may be granted at the discretion of the Head Learner for out-of-town travel. Additional days granted will come from the employee’s accumulated general leave.

V. Professional Leave

Leave from duty with pay may be granted for professional attendance at job-related meetings, conferences, training sessions, or other activities. Professional development is deemed worthy when relevant to an employee’s job, the School, or department as a whole. Up to three (3) professional leave days may be granted for that purpose.

VI. School Closure

Eligible employees are granted leave with pay on those occasions when MsD is declared closed by the Administration or Santa Fe Public Schools (for example, in cases of inclement weather or state or national emergency). Employees required to work on such days may be granted compensatory time off at their straight-time pay rate.

VII. Voting

Employees who are registered voters are granted, at their request, time off from school duties to vote in a governmental election, up to a maximum of a half (.5) day. This policy does not apply to employees whose daily work schedule either begins more than two (2) hours after the polls open or ends more than three (3) hours before the polls close.

VIII. Jury / Court Duty

Absence with pay will be granted when an employee is subpoenaed to appear in an official proceeding, if such proceeding does not involve self-employment or another employer and does not concern the employee’s personal affairs.

A. Leave with pay will be granted to an employee for appearance in court as a witness, to serve on a jury, or to respond to an official order from another governmental agency for reasons not brought about through the contrivance or misconduct of the employee.

B. The employee must give, as far in advance as possible, notification to the Head Learner of the desire to apply for such leave to appear in court or report for jury duty.

IX. Reinstatement

When employees are absent from work on leave with pay, their jobs are held for them. Following a leave with pay, an employee returns to the employee’s former position. If necessary, a temporary employee may be used to perform an employee’s duties while on leave. A unit employee returning from an extended leave will notify the School in writing as soon as possible but no later than 1 April of the academic year prior to the employee’s return.

X. Other Leave

In accordance with the provisions set forth herein and upon approval of the Head Learner, leaves of absence without pay not exceeding two (2) school years for employee needs or interests not specified in sections above may be granted. When an employee returns from *Other Leave*, the employee will be returned to the position vacated. To be eligible for *Other Leave* as described above, employees must be at least eighty percent (80%) FTE and

have worked a minimum of five (5) years at the School. Employees will also be asked to commit to returning to MdS for at least two (2) years after leave expires. Eligible employees must submit a written request to the Head Learner no later than 1 April stating their interest in taking such leave for the following year. The Head Learner or the Head Learner's designee will consider and notify candidates no later than 15 April of the decision. Teachers are counseled to check with their retirement board.

XI. Educational Leave

Employees wishing to return to school for professional growth may apply for educational leave no later than 1 April of the year prior to the commencement of the leave. If approved, leave without pay will be granted for a period of up to one (1) year. Written requests shall state the school the employee plans to attend, intended course of study, and how the experience will affect student learning. Employees wishing to return to work will notify the School in writing as soon as possible but no later than 1 April of the academic year prior to the employees' return .

XII. Military Leave

Any employee who is a member of an organized unit of the National Guard or a reserve unit of any of the military branches, when ordered to active duty training with such organized units, shall be given military leave not to exceed fifteen (15) days annually. Such leave is to be in addition to annual leave to which the employee is otherwise entitled, with no deduction of pay. Any employee who is drafted or called into duty by the armed forces of the United States shall be considered as on leave without pay, eligible for return to duty for the first available position for which the employee is licensed; or for non-licensed employees, the first available position of the kind held by the employee at the time of induction into the armed forces.

XIII. Volunteer Emergency Responder Leave

The Volunteer Emergency Responder Job Protection Act of 2006 (§12-10C-1 NMSA 1978) provides job protection for any employee who is serving as a volunteer emergency responder (defined as *a person who is a member in good standing of a volunteer fire department, an emergency medical service, a search and rescue team or a law enforcement agency or who is enrolled by the state or a political subdivision of the state for response to an emergency or disaster*) in a declared emergency.

- A. An employee who is absent in response to a declared emergency or disaster must make reasonable effort to notify the Head Learner or the Head Learner's designee of that absence.
- B. The School may request the employee to provide written verification from the agency managing the emergency or disaster the date and time that employee served as a volunteer during the emergency or disaster.
- C. The benefits of the Act are only available for a period of ten (10) regular business days in a calendar year. The employee may use available *Personal Leave* for such absences. Once *Personal Leave* is exhausted, the employee may take the remainder of the ten (10) days provided by the Act as leave without pay.

XIV. Holidays

The school will follow the annually adopted school calendar for MdS (see also *Article 14.I.M.* regarding religious days not in the calendar).

XV. Employee Eligibility for Fringe Benefits

All full-time employees are eligible for all benefits provided by statute or regulation and by the School. For the purposes of this policy “full-time” is defined as not less than twenty (20) hours weekly. Employees in any capacity working less than twenty (20) hours per week are ineligible for any medical/dental or other voluntary insurance coverage paid for in part or in whole by the School. Part-time employees will be provided any fringe benefit required by state or federal law or regulation.

The School provides a Life Insurance Policy to all employees who work fifteen (15) or more hours per week.

ARTICLE 15 – PENSION

The Employer will adhere to New Mexico law in regards to the Educational Retirement Board (ERB).

ARTICLE 16 – PROFESSIONAL DEVELOPMENT

- I. The School will provide staff preparation and training for essential skills, knowledge, and preparation for employment and to meet statutory or regulatory requirements; and may include areas such as sexual harassment, child abuse and neglect, Occupational Safety and Health Administration (OSHA), Cardiopulmonary Resuscitation (CPR), and similar training, depending on job description. Such training is considered part of the employee’s job and will be planned, scheduled, and provided by the School with reasonable make-up opportunities for employee absences due to illness, emergency, or undue hardship.

There will be a shared leadership committee that meets with the Head Learner to collaborate on the annual professional development plan. Membership on the committee will be on a volunteer basis for the academic year. Members will solicit feedback and input from faculty and staff about planning professional development activities and programs. If monies are available, the committee members will receive a stipend.

- II. The School will provide all employees with a Faculty Handbook, which will outline procedures and policies for working at Mds.
- III. Shared Responsibility in Professional Development
The School and its employees realize that continuing professional development is essential to maintaining a skilled staff. With respect to professional development, the School believes it to be critical and fundamental to the continued vibrancy of a teacher’s vocation. The School was formed with the notion of becoming a *Professional Development Center*, a place that helps its teachers grow and further their craft and a place that becomes a center where teachers give back to the larger community through workshops, presentations, etc. It is the expectation of the School that:
 - teachers remain current in their field with respect to educational research and teaching methodologies; and
 - the School help teachers stay current through on-going professional development opportunities.
 - A. In recognizing the benefit of national and regional conferences and other types of professional development, the Head Learner and the Board will make reasonable efforts to keep funds in the *Tony Gerlicz Professional Development Fund*.
 - B. Travel Reimbursement

1. The Head Learner or the Head Learner's designee shall be responsible for determining the necessity for reimbursable travel by employees.
 2. Approved travel shall be reimbursed by mileage and per diem amounts allowed under New Mexico statute or regulation, except when lesser payments are agreed to by the employee(s) and the approving administrator. Reimbursement for travel on public conveyance shall be at the most economical rate.
- IV. In keeping with the School's ideals and mission, the Head Learner agrees to reserve at least one (1) half-day (4 hours) diversity training in-service per calendar year. Facilitators may include teachers, students, and professionals from outside the School.
- V. In order to provide individualized attention to each student and fulfill the School's requirement for writing meaningful comments on report cards, the School will provide three (3) professional days annually for teachers to prepare the end-of-quarter reports. These days will come at the end, or as near to the end as possible, of Quarters 1, 2, and 3.

ARTICLE 17 – GRIEVANCE PROCEDURE AND DISPUTE RESOLUTION

I. Purpose

The purpose of this procedure is to provide an accessible and fair procedure, in a timely and equitable manner, for the reporting and resolution of legitimate employment-related concerns of, or conflicts between, Mds employees. The intent of this process is to support communication and dialogue among Mds staff and encourage internal resolution of conflicts between staff or between staff and administration in a safe environment, at the lowest appropriate level. All grievances and disputes shall be processed as provided herein.

II. Definitions

As used in this Article:

- A. **“day”** shall mean one working school day;
- B. **“grievance”** shall mean an allegation by an employee or a group of employees with the same claim that there has been a violation, misinterpretation, or inequitable application of any provision of the Staff Handbook; or any other administrative rule, policy, or procedure that negatively impacts the grievant(s);
- C. **“grievant”** or **“aggrieved party”** shall mean an employee or a group of employees affected by a grievance as defined above;
- D. **“mediation”** is the confidential process by which an impartial third party or a team of co-mediators facilitates a mutually acceptable resolution between the parties. The mediator may be a trained internal mediator of any level of staff, a professional external neutral, or a combination thereof;
- E. **“parties in interest”** shall be the grievant and the administrator or other employee(s) of the School whose actions or conduct are the subject of the grievance;
- F. **“relief”** or **“remedy”** shall mean the recommended resolution by the grievant;
- G. **“resolution”** shall mean the written decision by the appropriate authority in response to the grievance; and
- H. **“supervisor”**, **“coordinator”**, or **“department chair”** shall mean the first-level person of authority to whom the employee is accountable.

III. Applicability

- A. The following situations are grievable under this policy:
 1. claims of violation or misapplication of the evaluation policy or process; and

2. disciplinary actions at the level of a letter of reprimand or written warning or above, including disciplinary actions relating to work performance.
- B. The following situations are **not** grievable under this policy:
1. contents of an evaluation or the discretionary acts of professional judgment relating to the evaluation of the work performance of any employee by the employee's immediate supervisor;
 2. discharge or termination decisions made by the Head Learner or the Governing Board; and
 3. situations in which the remedy for the alleged violation resides exclusively in some person, agency, or authority other than MdS, its Head Learner or Governing Board.

A former employee cannot file a grievance after the effective date of separation from employment.

IV. Right to Representation and Association Involvement

- A. A grievant has the right to Association representation at all levels of the grievance process.
- B. The Association has the right to be present and make its views known at any meeting or hearing over a grievance brought by an individual employee or groups of employees.
- C. Either party may engage any person designated by the School or Association to be its respective representative at all levels of the grievance and arbitration process.
- D. The Association or School must notify the other party with twenty-four (24)-hour advance notice if legal counsel will be present.

V. General Procedures and Requirements

- A. Since it is important grievances be processed as rapidly as possible, the number of days indicated at each level shall be maximums, and every effort shall be made to proceed as quickly as possible. The time limits specified will be extended if mutually agreed to in writing by the grievant and the administrator receiving the grievance at that level.
- B. Efforts to resolve the grievance through Informal Levels 1 and 2 (as outlined in *Article 17.VII*) must be attempted within ten (10) work days of the act or discovery of the act that caused the grievance. If informal efforts are unsuccessful, the aggrieved employee must file a written grievance within this ten (10)-day period.
- C. Failure of the grievant to file or appeal the grievance within the time limits specified shall result in dismissal of the grievance, with prejudice (the same incident may not provide the basis for a future grievance). In the event the administrator fails to submit the decision in writing within specified time limits, the grievant may proceed directly to the next level.
- D. No employee shall suffer retaliation, recrimination, discrimination, harassment, or be otherwise adversely affected because of the employee's use of or participation in this grievance process.
- E. Whenever possible, any grievance conference, mediation, or hearing at any level shall be scheduled during a mutually convenient time that does not conflict with the regularly scheduled school program. All expenses for release time, substitutes, or coverage shall be borne by the School when hearings, mediation, or conferences must be scheduled during the school day.

- F. A grievant shall have the right to bring such witnesses as are willing to testify on the grievant's behalf. Any necessary substitutes or release time for employees who serve as witnesses shall be provided with all expenses borne by the School.
- G. A separate file will be maintained by the School for grievances. All documents, communications, and records dealing with grievances shall be filed therein and shall not become part of the employee's personnel file or be included when authorized individuals seek legitimate access to the employee's personnel file, unless specifically requested in writing by the employee. A memo documenting approved accommodations arising from a grievance may be placed in the employee's personnel file with no reference to the grievance. A copy of this memo will also be given to the employee.
- H. All parties shall maintain confidentiality regarding grievance proceedings. The resolution of the grievance shall be made public only upon written agreement between the grievant and the Head Learner or unless the grievant pursues outside remedy after exhaustion of the internal grievance process.
- I. All parties shall maintain confidentiality regarding settlement achieved through mediation. The mediator, mediation process, or settlement achieved shall not be subject to review, discovery, witness, or testimony in the event the grievant pursues outside remedy after exhaustion of the internal grievance process.
- J. The mediator, hearing officer, or administrator responsible for rendering a decision may not change or add to the Staff Handbook, policies, or administrative rules.
- K. All grievances shall be processed as provided herein and shall be filed and processed on grievance forms prepared by the School and available in the office of the Head Learner or the Head Learner's designee.
- L. The grievant must exhaust internal remedy through this grievance procedure before seeking remedy outside the school.
- M. As the intention of this process is to resolve issues internally, legal counsel shall not be admitted at any level of the grievance proceedings.
- N. Non-discrimination – it is a violation of this Agreement for any party to take adverse action against any person based on participation in this grievance and arbitration process.

VI. Time and Place

- A. Grievance hearings will be mutually scheduled at such times and places so as to be the least disruptive to the educational process or to minimize disruption to the employee's regular workday.
- B. Grievance hearings may be scheduled during the employee's preparation time.
- C. Grievant(s), their designated representatives, witnesses, and supervisors will incur no loss of pay or other benefits as a result of their participation in a grievance hearing.

VII. Process

A. Informal Level 1 – Self-Assessment

1. The employee is encouraged to consider, individually and personally, the employee's role in the situation creating the concern, conflict, complaint, or grievance. *What are the issues? How did my response, behavior, attitude contribute to the situation? What could I have done differently? What are my motives if I choose to pursue this issue?*
2. The employee may find it appropriate to discuss the situation and seek guidance in confidence with a trusted administrator or colleague. Such dialogue shall not

be cause for that individual to excuse oneself from participation or decision-making as called for in subsequent levels of this procedure.

3. If this self-evaluation yields a decision to pursue the issue through this process, the employee is encouraged to do so with the goal of resolution, conciliation, and maintenance of professional and productive working relationships, rather than retribution.
4. The employee with the concern is encouraged to put in writing the issue causing the dispute and suggested solutions. This document may be for private use or may be shared in the next step, Informal Level 2 – Dialogue.

B. Informal Level 2 – Dialogue

1. Prior to the filing of a formal written grievance, and within ten (10) workdays of the act or discovery of the act that caused the conflict or grievance, the employee shall first discuss the issue with the person whom the employee has the dispute.
2. If the issue is between two employees, a good-faith effort to resolve the issue through self-mediation is recommended. To facilitate this dialogue, both employees are encouraged to put in writing the issues causing the dispute and suggested solutions. The disputants may find this to be a valuable tool to share with each other in order to find common ground upon which to build resolution.
3. If a conflict is not able to be resolved informally, the employee may choose to file a grievance at Formal Level 1 – Administrator.

C. Formal Level 1 – Administrator

1. If a dispute is not resolved through *self-assessment or informal dialogue*, and the grievant wishes to proceed with the process, the grievant shall submit the grievance in writing to the Head Learner or the Head Learner's designee. The grievant may include documentation and other evidence. Formal Level 1 – Administrator grievances shall be filed on the grievance forms included in this Agreement (see *Appendix D-1*) or written in the same format as set forth in the form. Grievances shall include:
 - a. specific language the grievant alleges the School violated;
 - b. a concise description of the alleged facts giving rise to the grievance;
 - c. any specific past practice alleged to be violated;
 - d. specific relief requested;
 - e. any supervisor or manager involved;
 - f. the signature of the individual grievant or Association representative, and
 - g. any relevant attachments or supporting information.
2. An original and two (2) copies of the grievance shall be filed, and all shall be date-stamped upon delivery to the grievant's immediate supervisor or the Head Learner's office. The original shall be retained by the immediate supervisor or Head Learner's office. The two (2) copies are returned to the grievant with one (1) copy hand-delivered to the Association President by the grievant.
3. In any meeting held as part of Formal Level 1 – Administrator, the grievant or any party in interest may be accompanied by a colleague or Association representative who will serve as an observer who may participate in the process and advocate for the grievant.
4. The Head Learner or the Head Learner's designee, at the Head Learner's discretion, may interview witnesses and other parties in interest; may meet with the grievant and/or the other parties in interest; or may proceed directly to

Formal Level 2 – Mediation. In any meeting held as part of Formal Level 1 – Administrator, the grievant or any party in interest may be accompanied by a colleague who will serve as an observer. The observer may not participate in the process nor advocate for any party.

5. The Head Learner or the Head Learner’s designee shall submit in writing the *Formal Level 1 – Administrator’s Resolution* (see *Appendix D-2*) to the grievant within five (5) work days of receipt of the written grievance.

D. Formal Level 2 – Mediation

1. If the grievant is not satisfied with the Head Learner’s or the Head Learner designee’s response or if the Head Learner or Head Learner’s designee fails to issue a timely written response and the grievant wishes to proceed with the process, the grievant may, within five (5) work days after the decision is received or due, submit a *Formal Level 2 – Request for Mediation* (see *Appendix D-2*)
2. The Head Learner or the Head Learner’s designee shall appoint a qualified mediator or co-mediators. If any party in interest, including the mediator(s), can demonstrate a conflict of interest, another mediator shall be appointed. Any party may request, as an alternative, the services of a professional mediator be engaged; the Head Learner has sole discretion and authority to make this determination.
3. The mediator shall be provided with the employee’s initial grievance, the supervisor’s response, and the employee’s *Request*.
4. The mediation shall be conducted within ten (10) work days of submission of the *Request*. Prior to engaging in mediation, all parties shall review the terms of and sign the *Formal Level 2 – Agreement to Mediate* (see *Appendix D-3*). The mediator(s) shall attempt to facilitate resolution by the parties.
5. All parties shall maintain confidentiality regarding settlement achieved through mediation. Any settlement achieved shall be shared only with those who need to know in order to effectuate the settlement and shall be filed in the separate grievance file using the form *Formal Level 2 – Mediation Settlement* (see *Appendix D-4*)
6. The mediator, mediation process, or settlement achieved shall not be subject to review, discovery, or the subject of testimony by any witness in the event the grievant pursues outside remedy after exhaustion of the internal grievance process.
7. Observers are not admitted to the mediation process.

E. Formal Level 3 – Governing Board

1. In the event a mutually satisfactory resolution is not achieved through Formal Level 2 – Mediation and the grievant wishes to proceed with the process, the grievant may, within five (5) workdays of the mediation, submit to the President of the Governing Board a *Formal Level 3 – Governing Board – Request for Hearing* (see *Appendix D-5*) and all information previously submitted for Formal Levels 1 and 2, with a copy to the Head Learner. The grievant shall keep a copy for oneself.
2. Arbitration – The Association may initiate arbitration if not satisfied by the disposition of a Formal Level 2 or Level 3 grievance by filing a demand for arbitration through the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). Rules of arbitration shall apply to

all arbitration held pursuant to this Article. The decision of the arbitrator shall be final and binding upon both parties and shall be an award, within the meaning of the Uniform Arbitration Act §44-7A-1 (NMSA 1978). It is recognized by the School and the Association that a public arbitration hearing will make the grievance material public information.

3. In the event the grievant can demonstrate that a settlement achieved through mediation has been violated within thirty (30) working days of the settlement, the grievant may submit to the President of the Governing Board a *Formal Level 3 – Governing Board – Request for Hearing* (see *Appendix D-5*) and all information previously submitted for Formal Levels 1 and 2, with a copy to the Head Learner. The grievant shall keep a copy for oneself.
4. The President of the Governing Board shall serve as or appoint a Hearing Officer and shall conduct a closed, formal hearing within ten (10) workdays of receipt of the request. The President has the sole discretion and authority to engage the services of a professional external Hearing Officer. At least three (3) Board members shall participate as the hearing panel. Any Board member who has a conflict of interest with the grievant or any party in interest shall disclose such conflict and shall recuse oneself from the hearing or decision-making process involving the grievant or party of interest.
5. In the event release time or substitute employees may be necessary, the parties in interest shall provide a list of witnesses to the Hearing Officer a minimum of two (2) workdays prior to the hearing. The parties shall, at the same time, indicate the name of a representative or advocate, if any. Legal counsel shall not be admitted to the grievance hearing proceedings.
6. The procedure for the formal hearing is as follows:
 - a. The grievant shall present the grievance first, through oral statement, documentation, evidence, testimony of witnesses, etc.
 - b. The other party or parties in interest to the grievance shall present their responses, which may also include documentation, evidence, testimony, etc.
 - c. The Hearing Officer may ask any questions deemed necessary of parties or witnesses.
 - d. The Hearing Officer shall make arrangements for a taped recording or written minutes of the proceedings. A verbatim written transcript is not required; any minutes or other written record shall fairly reflect the substance of the hearing.
 - e. The Hearing Officer may not change, add to, or delete from existing policies, handbook, administrative rules, or procedures of the School. The Hearing Officer shall, within ten (10) work days after the hearing, render the decision in writing, setting forth the resolution and reasons therefore and determination of relief, if appropriate, regardless of the relief requested. The written decision shall be transmitted to the grievant and all parties in interest (see *Formal Level 3 – Governing Board – Hearing Officer’s Resolution in Appendix D-5*).
 - f. Formal Level 3 – Governing Board concludes the School’s internal grievance procedure and dispute resolution process.

- F. All parties, including the School, agree to keep all grievance documents and proceedings confidential. The resolution of the grievance shall be made public only upon written agreement between the grievant and the Head Learner or if the grievant pursues outside remedy after exhaustion of the internal grievance process. This in no way shall prohibit the School or Association in the exercise of its respective legal rights, which would include interviewing employees, students, parents, or other individuals.
- VIII. The Association shall be responsible for contract administration and related communications as the exclusive representative for employees.
- IX. A grievant may waive in writing the right to confidentiality.

ARTICLE 18 – HOURS AND WORKLOAD

- I. Contract hours are Monday through Friday from 8:00 a.m. to 4:00 p.m. The typical workweek shall not exceed forty (40) hours. Teachers with planning periods during the first and last blocks of the day may not arrive later or leave earlier without cause and must notify the Head Learner if such cause arises. These forty (40) hours include a daily thirty (30)-minute duty-free lunch. Staff are expected to attend relevant meetings before and after school and remain on campus, under normal circumstances, for the entire workday.

Inclement Weather

When school is delayed due to inclement weather conditions, employees should take into consideration road conditions. However, as a rule, all employees are expected to present themselves for work no later than two (2) hours after their regular start time.

On days when school is closed due to inclement weather:

- A. School site employees do not report for work.
 - B. School site employees will be dismissed from duty as close as possible to the student dismissal time.
 - C. The Head Learner or the Head Learner’s designee may dismiss nonschool-based employees early based upon weather conditions and will advise employees if this decision is made.
- II. Employees hired on a nine (9)-month basis will not exceed one hundred eighty-two (182) days. The “work year” will include days when students are in attendance, three (3) beginning/end of year days, one to five (1-5) professional development (PD) in-service days, three (3) grading in-service days, two to three (2-3) conference days, and any other days when employees are required to work.
 - A. There will be at least two (2) non-instructional days (one at the beginning of the school year and the other at the end) exclusive of the “instructional” days set aside for teacher planning, preparation, classroom set-up, team and department meetings, and trip planning. PD and grading in-service days are contract days, and employees are expected to report to work. All grades and comments must be completed at the close of the quarter-end-grading day (11:59 p.m.). If the quarter-end-grading day falls on a Friday, all comments and grades are due the following Monday by 8:00 a.m. If the budget allows, staff may be compensated in the form of a stipend for the PD days occurring between the first and last days of classes, not including grading days. Compensation will range from one hundred dollars (\$100) to two hundred dollars (\$200) per day.

- B. The parties recognize that participation in activities outside the regular duty day is normally the voluntary professional responsibility of employees. However, there may be occasions when an employee may be required to report for work for such activities when deemed necessary by the Head Learner or the Head Learner's designee. Examples include:
1. Employees are required to share in the IEP teacher attendance requirements and attend Student Success Team (SST) meetings for students as often as possible. In addition, the Head Learner or the Head Learner's designee may ask staff to perform supervisory duties, which may include (a) fifteen (15) minutes before the beginning of or after the end of school, and (b) ten (10) minutes at the beginning of or at the end of lunch. The duty schedule will be evenly divided among the staff.
 2. Part-time employees who are eight tenths (.8) FTE will be expected to attend staff, team, and department meetings. During the 2024-2025 academic year, staff, team, IEP, and department meetings will be scheduled Monday through Thursday, with no meetings scheduled after 3:15 pm on Fridays. Part-time employees who are less than eight tenths (.8) FTE are encouraged to attend these meetings whenever possible. *Open House* meetings are part of an employee's professional responsibilities and count toward faculty meeting hours.
 3. Should a conflict arise between this provision and the Fair Labor Standards Act (FLSA), the Act will control.
- C. The current school year's calendar is established each year before the end of the prior school year and published.

III. Schedule

- A. Given a seven (7) course block schedule, classroom teachers will, in addition to the legally guaranteed thirty (30)-minute lunch period, have two (2) of these seven (7) blocks set aside for duty-free planning periods. Planning time is defined as time spent in preparing instruction. In addition to preparing specific daily instruction, planning at all levels may include working with data for instruction, designing differentiated instruction, working with curriculum, planning interdisciplinary lessons, sharing teaching strategies as the individual teacher determines appropriate for classroom needs, grading papers, or attending to other professionally related tasks. Employees who are more than one (1) FTE and have stipends are expected to use time beyond their contracted hours for planning time due to their additional duties during their contracted hours.
- B. Given a six (6) course block schedule for students, classroom teachers will, in addition to the legally guaranteed thirty (30)-minute lunch period, have one (1) of these six (6) blocks set aside for duty-free planning periods, one (1) common planning block of forty-five (45) minutes Monday and Friday, and one (1) weekly ninety (90)-minute block for planning on Friday. Department, staff, grade level, and other meetings are scheduled Tuesday, Wednesday, and Thursday from 8:00 to 8:40 a.m. Classes are scheduled Monday through Friday from 8:15 a.m. to 3:15 p.m. Meetings will not be scheduled on Monday and Friday. Teachers will also have two (2) morning planning times, free of meetings to prepare for classes. In addition to preparing specific daily instruction, planning at all levels may include working with data for instruction, designing differentiated instruction, working with curriculum, planning interdisciplinary lessons, sharing teaching strategies as the

individual teacher determines appropriate for classroom needs, grading papers, or attending to other professionally related tasks. Employees who are more than one (1) FTE and have stipends may be expected to use time beyond their contracted hours for planning time due to their additional duties during their contracted hours.

- C. All employees will be guaranteed a minimum thirty (30)-minute duty-free lunch period as required by law. Given a rotating block schedule with three (3) ninety (90)-minute classes/day, a full teaching load is four (4) courses plus a Pod Advisory and a club. This schedule also includes a forty (40)-minute club/pod and/or “skinny academic block.” Classroom teachers will have at least one (1) academic period for planning and preparation each day. Planning time is defined as time spent in preparing instruction. In addition to preparing specific daily instruction, planning all levels may include working with data for instruction, designing differentiated instruction, working with curriculum, planning interdisciplinary lessons, or sharing teaching strategies as the individual teacher determines appropriate for classroom needs. Teachers will also use this time for grading, keeping Canvas and PowerSchool up-to-date, and communicating with the parents of students. Employees who are more than one (1) FTE and have stipends are expected to use time beyond their contracted hours for planning time due to their additional duties during their contracted hours.

IV. Pay Periods

- A. Employees whose salary schedule reflects an annual salary will be paid in twenty-four (24) equal installments. Employees who are non-exempt, based on Fair Labor Standards Act (FLSA) designation, will submit time sheets and be paid according to the time submitted.
- B. If an employee leaves employment before the end of a school year, the employee shall be entitled to the total salary for the number of days the employee has worked times the employee’s daily rate, minus what the employee has already been paid. If an employee leaves *before the last contract day* and final check out, the employee is not entitled to the employee’s *accrued leave*.

V. Salary Differentials

- A. Employees shall be paid extra pay for additional services described in *Appendix A – Extra Pay for Extra Services (EPES)* of this agreement.
- B. Differential pay shall be added to an employee’s annual salary and paid with the annual salary in equal installments as described in *Article 18.IV.A* or provided in one payment after completion of said additional services. The employee must select the preferred option by communicating in writing to the MdS Business Manager no later than 1 November of each school year. The employee may not change the option once it has been communicated to the Business Manager.
- C. If the School anticipates the establishment of any incremental assignment not already incorporated in *Appendix C – Pay Differentials* during the course of this Agreement, the School shall notify the Association, and the parties shall negotiate a salary differential of the assignment.
- D. Differential pay shall be granted to qualified candidate who has worked at a private school for over ten (10) years while working toward obtaining their Level III license through NMPED. The candidate will receive a stipend equal to the base pay for a Level III license. Teachers with ten to fifteen (10-15) years of experience will have two (2) years to complete the requirements for Level III, and teachers with sixteen (16) or more years will have three (3) years from their start date.

VI. Direct Deposit

- A. The amount of the employee’s paycheck will be transmitted via a bank of the School’s

choice to an account(s) in a commercial bank(s) or other financial institution(s) designated by the employee who accepts direct deposit.

- B. The direct deposit of employees' pay will be completed at least by the regular paycheck distribution dates, and check stubs will be provided on the regular paycheck distribution dates to each employee selecting this method of payment.
- C. In cases when direct deposit cannot be offered due to circumstances beyond the control of the School, employees will receive their regular paychecks.

VII. Work Space

The school will provide a working space for teachers that is free of students, has a printer, and is reasonably close to a copier. This space is intended for collaboration, and lesson planning and preparation; it is intended for faculty use only, except in cases of emergency.

ARTICLE 19 – COMPENSATION AND SALARY SCHEDULES

I. Compensation Schedules and Regulations

Compensation schedules and associated regulations for specific employee categories within the bargaining unit are set forth in *Appendix A – Extra Pay for Extra Services (EPES)* and *Appendix B – Salaries* and made a part hereof. The School will be accountable for the accuracy of all information relative to salaries and provide clarifications as needed.

II. Experience

- A. All faculty and staff will be paid according to the MdS salary scale. A licensed employee shall receive credit for one (1) year of experience for each year of MdS, district, or out-of-district, college or private education instruction experience not to exceed a total of sixteen (16) years, except when an employee returning to the School has experience causing the total to exceed sixteen (16) years. A year, for the purpose of this section, shall be defined as at least ninety-one (91) days of experience at a public, private school, or college/university. A year, for a licensed employee hired effective beginning the second semester of a school year, shall be defined as ninety (90) days or completion of one term if on a block. All returning staff will continue to receive experience pay based on years of service as described above.
For employees with more than thirty (30) years of service, the steps and salaries continue in the payroll system. See the MdS Business Manager for these numbers.
- B. For college instructors who carry a full load as defined by that college (usually nine to twelve (9-12) credit hours), experience is credited if they worked for the full school year. Adjunct college instructors are credited for a full year of teaching experience for every nine (9) credit hours taught; and this may be accumulated over time. All college or university credit must have been earned at a college or university regionally accredited or approved by the New Mexico State Board of Education.
- C. Final placement on the appropriate step(s) will be made only after all required documentation (transcripts, verification of past employment, New Mexico (NM) teaching license(s), and fingerprinting for background check) is in the employee's personnel file.
- D. New hires coming from out of state or receiving an alternative license who have at least five (5) years of teaching experience and a master's degree or higher will be paid the first year at the corresponding rate on the *Level II Salary Schedule* (see *Appendix B – Salaries*), regardless of their NM license level. Subsequent years will correspond to their NM license, but will never revert to the *Level I Salary Schedule* (see *Appendix B – Salaries*).

- E. All employees paid off the approved salary schedule who transfer from one job into another within the District and are still paid off the approved salary schedule shall retain full credit on the salary schedule for experience within the District.
- F. A non-licensed employee shall be credited with a full year experience if the employee was employed for at least one-half of that employee's previous work year.

III. Training

- A. A licensed instructor shall be compensated for additional training in accordance with the approved salary schedule (*see Appendix B – Salaries*). The instructor shall receive credit on the salary schedule for verified training completed prior to the year in which the compensation becomes effective; provided the instructor request in writing a review of the employee's official transcript. It is the responsibility of the employee to request the official transcript be sent to the MdS Business Manager. All additional credit hours must have been earned after the bachelor's degree and placed on the salary schedule for a bachelor's +15 or a bachelor's +45, and the graduate hours after the master's degree and placed on the salary schedule for a master's +15 or a master's +45. Employees receiving an Ed.S., M.F.A., Ed.D., Ph.D., or J.D. will be placed on the salary schedule for a master's+45 salary level.
- B. All additional hours and degrees earned during the summer and all completed paperwork must be in the Business Office by 1 October to be considered for salary purposes.

VI. Part-time Employees

Compensation for teaching staff hired to teach a portion of the duty day will be based on the teacher's appropriate placement on the salary schedule multiplied by the fractional part of the full-time equivalency (FTE). Preparation time for part-time employees shall be computed on the basis of the regular daily preparation time multiplied by the FTE (*see Article 18 – Hours and Workload, Paragraph IV*).

VII. Summer School and After School Program Teachers

Teachers are compensated for each hour or fraction of an hour worked at the hourly rate equal to BA, Step 0 of the Level I teacher's salary schedule calculated on the basis of a seven (7)-hour day.

VIII. Additional Teaching Assignments

Employees who elect to teach an additional class during their regularly scheduled preparation time, for either one semester or a year, shall be compensated as follows: Standard and Modified Schedule – an additional one tenth (.1) for one semester or two tenths (.2) for a full year of the employee's annual salary for the time the additional service is provided.

IX. Documentation for Salary Schedule Placement

All required documents for placement on the salary schedule are due to the MdS Business Manager by October 1 or by the PED deadline. Late hires have sixty (60) days from their date of hire to provide all required documents.

ARTICLE 20 – SPECIAL EDUCATION

The School will follow state law with regard to Special Education.

ARTICLE 21 – PERSONNEL FILES

- I. There shall only be one (1) official personnel file for each bargaining unit employee, except for files provided for in *Article 17 – Grievance Procedure and Dispute Resolution*.

- II. References provided in confidence shall not be subject to inspection by the unit employee.
- III. No anonymous information may be placed in the employee's personnel.
- IV. The unit employee will be given the opportunity to see any information prior to placement in the employee's personnel, except information related to routine file maintenance.
- V. No material derogatory to an employee's conduct, performance, or character will be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee will have the right to submit a written response to such material and have it attached to the file copy.
- VI. The employee may inspect the employee's personnel file by appointment with Human Resources (the Business Office at MdS). No file shall be removed from the Business Office.
- VII. The employee may request in writing and will receive, within a reasonable time, a copy of any accessible document.
- VIII. Disciplinary reports, letters of reprimand, or other records of disciplinary action that are more than two (2) years old will be removed upon request of the employee; provided that there have been no more recent causes for similar reprimand.

ARTICLE 22 – ASSOCIATION RIGHTS

The School and Association agree that the Association has the right and duty to represent the interests of employees in the bargaining unit, regardless of membership; provided that representation does not interfere with the operation of the School. In exercising these Association rights the following provisions shall apply:

- I. Given lack of private space for unit employees, the School will allow the Association use of school email in order to have an electronic billboard. The Association may use employee mailboxes for communication with unit employees. As a courtesy, copies of Association general communications will be provided to the Head Learner or the Head Learner's designee at the time they are distributed to unit members.
- II. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property with bargaining unit members during the workday during teacher planning time; provided this is cleared with the Head Learner as not interfering with or disrupting normal school operations. No Association business may occur during instructional time unless permission is given by the Head Learner.

The Association will have the right to use school equipment, including computers, faxes, duplication equipment, calculators, public address and audio-visual equipment, before and after school; provided such use does not interfere with or disrupt the use of such equipment for the original purpose intended. Any incurred cost for consumable supplies shall be borne by the Association.
- III. The School shall make available to the Association upon its request any public information in accordance with applicable law.
- IV. The School recognizes the right of the Association to charge a membership fee to members of the Association. The School agrees to deduct from the salaries of employees dues and fees for the Association and its affiliated parent associations as said employees individually

and voluntarily authorize the School to deduct and to transmit the money promptly to the Association. Employee authorizations will be in writing. Deductions referred to above will be made in equal installment payments.

- V. The Association and its representatives shall have the right to use school buildings for meetings and to transact business; provided that such meetings are scheduled with the Head Learner so as not to conflict with prior scheduled events nor with the instructional process.
- VI. The Association has the right to address the Board openly at any Board meeting on any matter of interest. The Association will follow state law when addressing the Board during periods of impasse/collective bargaining.
- VII. The Association President will be provided a copy of the final approved budget. The Association will be provided a copy of the Board agenda and non-confidential, public material provided to the Board at the same time as provided to the Board members. The Association President may request in writing a copy of public information in accordance with the Inspection of Public Records Act.
- VIII. The Association President or the President's designee may make announcements of upcoming Association meetings during a scheduled staff meeting.
- IX. The Association President and the Head Learner will meet on a monthly basis to discuss matters of concern at the School.

ARTICLE 23 – BARGAINING PROCEDURES

- I. Not later than one hundred (100) calendar days prior to the date this Agreement expires, the School agrees to enter into Collective Bargaining with the Association in accordance with the procedures set forth herein in a good-faith effort to reach agreement concerning wages, hours, and other terms and conditions of employment. Such bargaining may, at the request of either party, include any matters covered by this Agreement or any matters not so covered which are legally permissible subjects of bargaining. Any agreement so bargained will be reduced to writing and signed by the School and the Association. During bargaining the School and the Association will present relevant data and exchange points of view. Traditional as well as nontraditional approaches to bargaining may be discussed and agreed upon.
- II. The Head Learner will provide the Association records, data, and general information including a tentative line item budget in a timely manner.
- III. The following procedures shall be followed by the parties at such time as an impasse is reached in the bargaining process:
 - A. Definitions
 - As used in this Article:
 - 1. “**impasse**” means the failure of the School and the Association, after bargaining in good faith, to reach agreement in the course of negotiating a Collective Bargaining Agreement.
 - 2. “**mediation**” means the assistance by an impartial third party to resolve an impasse between the School and the Association regarding employment relations through interpretation, suggestion, and advice.
 - B. Procedures

1. If either party declares an impasse, that party may request that a mediator be assigned to the negotiations. A mediator from the Federal Mediation and Conciliation Service (FMCS) will be assigned to assist unless the parties agree to another mediator.
2. If the impasse continues after a thirty (30)-day mediation period, either party may request a list of seven arbitrators from the FMCS. One arbitrator shall be chosen by the parties, by alternately striking names from such list. Who strikes first shall be determined by a coin toss. The arbitrator shall render a final, binding, written decision resolving unresolved issues no later than thirty (30) days after the arbitrator has been notified of the arbitrator's selection by the parties. The arbitrator, in rendering a decision may consider any and all proposals considered during negotiations sessions or may consider other possible resolutions to the impasse. The decision of the arbitrator shall be subject to judicial review pursuant to the standard set forth in the Uniform Arbitration Act (§44-7A-1 NMSA 1978).
3. The cost of arbitration and the arbitrator's related costs shall be shared equally by the parties. Each party shall be responsible for bearing the cost of presenting its case.

ARTICLE 24 – SHARED SCHOOL LEADERSHIP and DECISION MAKING

- I. Shared leadership and decision making will be adhered to as stated in the Monte del Sol by-laws and 2009 Charter School Renewal. Faculty and staff are encouraged and unit employees are required to actively participate in shared leadership and will be empowered to make decisions. The Administration must provide opportunities for all faculty to lead and serve on committees responsible to make decisions about critical issues such as scheduling, curriculum, hiring, professional development, implementation of strategic plan recommendations, and food/nutrition/garden issues.
- II. There will be a shared leadership committee that meets with the Head Learner to collaborate on the annual professional development plan. Membership on the committee will be on a volunteer basis for the academic year. Members will solicit feedback and input from faculty and staff about planning professional development activities and programs. If monies are available, the committee members will receive a stipend.
- III. In accordance with State law (§22-5-16 NMSA 1978), the School shall create an advisory of parents, teachers, and students to assist the Head Learner with school-based decision making and to involve parents in their children's education. Membership shall ideally reflect an equitable balance among School employees, parents, and students.

ARTICLE 25 – SAVINGS CLAUSE

If any provision of this Agreement or any application thereof to any employee or group of employees is held to be contrary to law, then such provision or application will be deemed valid only to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The provision determined to be contrary to law may be re-negotiated by the parties; provided either party submits a request to reopen negotiations no later than four (4)

weeks after the parties knew, or reasonably should have known by actual notice to a party or by discussion between the parties, that the provision was contrary to law.

ARTICLE 26 – EFFECT OF AGREEMENT

- I. This Agreement is the complete and only agreement between the parties and replaces any and all previous agreements. This Agreement constitutes the full and complete understandings between the School and the Association, and it also supersedes any prior rules and practices concerning terms and conditions of employment for bargaining unit employees. The School will amend its written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement. Nothing in this Agreement shall be construed to prohibit the School from exercising its management rights and prerogatives except those expressly waived by this Agreement; provided that the School may not take any actions that are in direct violation of the provisions of this Agreement.
- II. This Agreement may not be modified in whole or in part by either party except by an instrument in writing duly executed by both parties.

ARTICLE 27 – DURATION and RE-OPENERS

- I. This Agreement will be effective upon ratification by the parties and will remain in full force and effect until 31 July 2023, except as otherwise provided herein or in other specific areas of this Agreement.
- II. Each party shall be allowed to reopen and/or introduce new articles up to a maximum of three (3) articles each for inclusion in this Agreement, respectively. Each party shall notify the other party in writing no later than 1 April of the re-opened and/or new articles to be introduced for negotiations for the remainder of this contract.
- III. Compensation, Salary Schedule and Stipends are not counted as part of the annual re-opener allotment. These articles will automatically be included as part of each year's bargaining session.

APPENDIX A – Extra Pay for Extra Services (EPES)

Stipends:

The School will pay additional endorsement/certification opportunities that supply stipends not determined by the School, such as National Board Certification (NBC), Bilingual Endorsement, and Teacher of English to Students of Other Languages (TESOL) certification. Teacher stipends for National Board Certification are funded directly from the state. Bilingually certified teachers will be paid \$3,000/year. Teachers holding TESOL certification will receive a \$1,500/year stipend if teaching in program and \$500/year stipend if not in program. Teachers in the program who hold endorsements in both TESOL and Bilingual education will receive both stipends.

In the event a special education teacher's caseload FTE exceeds 1.0, additional compensation will be paid. The amount and stipulations are as follows:

- a. single case manager (see *Article 5.II.G.1*):
 - i. caseload FTE overage .01-.20 \$1,500/annual
 - ii. caseload FTE overage .21-.40 \$3,000/annual
 - iii. reduction in FTE at semester will result in reduction or removal of stipend.
- b. more than one case manager (see *Article 5.II.G.2*):
 - i. caseload FTE overage .01-.20 \$750/annual
 - ii. caseload FTE overage .21-.40 \$1,500/annual
 - iii. reduction in FTE at semester will result in reduction or removal of stipend.

Activity rating:

- A: \$20/hour to cover a 40-minute block; \$40/hour to cover a 90-minute block
- B: \$3,000
- C: \$2,600 + \$150 per 5 years experience
- D: \$2,000 if one person carries the SST program for the entire school or \$500 for each grade level SST leader including \$500 for the coordinator
- E: \$1,900
- F: \$2,000 (\$1000 for Art Department Coordinator and AP Coordinator)
- G: \$1,000
- H: \$28/hour
- I: \$27/hour (non-licensed teacher), \$32/hour (licensed teachers)
- J: \$1,000/varsity team (and an additional \$300/JV team) (Athletic Coordinator will earn a minimum of \$7,500)
- K: \$50/student per semester
- L: \$50/student per semester
- M: \$500 per semester and \$250 for honors classes (syllabus provided to the Head Learner and the teacher has one or more non-honors sections of the same class).
- N: \$1000 (1-2 Coordinators)
- O: Compensation will be as follows: Level 1 teachers or EA will receive \$1,500/year; Level 2 teacher will receive \$2,000/year; and Level 3 teacher will receive \$2,500/year.
- P: \$20/lunch period
- Q: \$500

Activity:

- A: Covering a 40 or 90-minute block
- B: Bilingual Coordinator
- C: Head Coach
- D: SST Coordinator (if necessary)
- E: Junior Varsity Coach (*Must have at least 7 games to be considered a team*)
- F: International Trip Coordinator
 - Department Coordinator (there will be 2-3)
 - Art Department Coordinator (there will be 1)
 - AP Coordinator
- G: Extracurricular Academic Activities Leader*
 - Senior Graduation Traditions Coordinator
- H: Mentor for Level I teacher** (Teacher must log hours – up to 25 hours)
 - Bringing students to national/international conferences outside work hours, up to \$700 max.
- I: Tutoring of students
- J: Athletic Coordinator
- K: More than 110 students total, by the 40th school day
- L: More than 24 students in a given section, by the 40th school day (*must have an average class size of 22 students*).
- M: Per each preparation beyond 3 preparations (*must have more than 75 students over 5 classes*). A syllabus must be provided to the Head Learner to be considered for the additional pay for honors classes and different language courses. Bilingual certified teachers do not qualify for additional pay for multiple preparations.
- N: Student Leadership Coordinator: The Coordinators will be trained in the Boomerang Project's Link Crew and/or WEB program
- O: When it is necessary to increase the number of home groups (or pods) to ensure safe teaching conditions, those non-full-time teachers who are not normally required to have a home group will receive additional compensation.
- P: Staff sell their lunch to be on duty.
- Q. Coordinator of Grade 8 Moving Up Ceremony.

*Activities Leaders must have the permission of Head Learner before initiating an Extracurricular Academic Activity.

**See *Appendix G – Mentor Pay* for hourly documentation and time restrictions.

APPENDIX B – Salaries

ADMINISTRATOR SALARIES*

Fiscal Year 2025-26

	PRINCIPAL	ASSISTANT PRINCIPAL	ASSISTANT PRINCIPAL 11-Month	BUSINESS MANAGER	ASSISTANT BUSINESS MANAGER	REGISTAR	ADMIN SUPPORT
YOE 0	\$122,107	\$96,460	\$78,021	\$85,000	\$50,209	\$49,467	\$55,184
YOE 1	\$130,654	\$103,212	\$83,482	\$90,950	\$53,724	\$52,930	\$59,046
YOE 2	\$130,785	\$103,480	\$83,566	\$91,218	\$53,777	\$53,627	\$60,052
YOE 3	\$130,916	\$103,747	\$83,649	\$91,485	\$54,045	\$54,325	\$61,058
YOE 4	\$131,047	\$104,015	\$83,733	\$91,753	\$54,312	\$56,681	\$62,064
YOE 5	\$131,178	\$104,282	\$83,817	\$92,020	\$54,580	\$56,948	\$63,070
YOE 6	\$133,750	\$104,550	\$83,901	\$92,288	\$54,847	\$57,216	\$64,075
YOE 7	\$133,884	\$104,817	\$83,984	\$92,555	\$55,115	\$57,483	\$65,081
YOE 8	\$134,018	\$105,085	\$84,068	\$92,823	\$55,382	\$57,751	\$66,087
YOE 9	\$134,152	\$105,352	\$84,152	\$93,090	\$55,650	\$58,018	\$67,093
YOE 10	\$134,286	\$105,620	\$84,237	\$93,358	\$55,917	\$58,286	\$68,099
YOE 11	\$134,420	\$105,887	\$84,321	\$93,625	\$56,185	\$58,553	\$69,104
YOE 12	\$134,555	\$106,155	\$84,405	\$93,893	\$56,452	\$58,821	\$70,110
YOE 13	\$134,689	\$106,422	\$84,490	\$94,160	\$56,720	\$59,088	\$71,116
YOE 14	\$134,824	\$106,690	\$84,574	\$94,428	\$56,987	\$59,356	\$72,122
YOE 15	\$134,959	\$106,957	\$84,659	\$94,695	\$57,255	\$59,623	\$73,128
YOE 16	\$135,094	\$107,225	\$84,743	\$94,963	\$57,522	\$59,891	\$74,133
YOE 17	\$135,229	\$107,492	\$84,828	\$95,230	\$57,790	\$60,158	\$75,139
YOE 18	\$135,364	\$107,760	\$84,913	\$95,498	\$58,057	\$60,426	\$76,145
YOE 19	\$135,499	\$108,027	\$84,998	\$95,765	\$58,325	\$60,693	\$77,151
YOE 20	\$135,635	\$108,295	\$85,083	\$96,033	\$58,592	\$60,961	\$78,157
YOE 21	\$135,770	\$108,562	\$85,168	\$96,300	\$58,860	\$61,228	\$79,162
YOE 22	\$135,906	\$108,830	\$85,253	\$96,568	\$59,127	\$61,496	\$80,168
YOE 23	\$136,042	\$109,097	\$85,338	\$96,835	\$59,395	\$61,763	\$83,239
YOE 24	\$136,178	\$109,365	\$85,424	\$97,103	\$59,662	\$62,031	\$83,506
YOE 25	\$136,314	\$109,632	\$85,509	\$97,370	\$59,930	\$62,298	\$83,774

*Salary beyond YOE 25 will be increased at .001 annually.

APPENDIX B – Salaries

TEACHER SALARIES: Level I*

Fiscal Year 2025-26

	BA	BA +15	BA +45 or MA	MA +15
YOE 0	\$55,120	\$0.00	\$0.00	\$0.00
YOE 1	\$56,710	\$56,922	\$57,187	\$57,452
YOE 2	\$56,767	\$56,979	\$57,244	\$57,509
YOE 3	\$56,823	\$57,035	\$57,300	\$57,565
YOE 4	\$56,880	\$57,092	\$57,357	\$57,622
YOE 5	\$56,937	\$57,149	\$57,414	\$57,679
YOE 6	\$56,994	\$57,206	\$57,471	\$57,736

* Level I should move to Level II by the end of Year 6.

APPENDIX B – Salaries

TEACHER SALARIES: Level II*

Fiscal Year 2025-26

	BA	BA +15	BA +45 or MA	MA +15	PhD or MA +45
YOE 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
YOE 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
YOE 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
YOE 4	\$65,720	\$65,985	\$66,250	\$66,515	\$66,780
YOE 5	\$68,052	\$68,336	\$68,619	\$68,903	\$69,186
YOE 6	\$68,120	\$68,404	\$68,688	\$68,972	\$69,255
YOE 7	\$68,188	\$68,472	\$68,756	\$69,041	\$69,325
YOE 8	\$68,256	\$68,541	\$68,825	\$69,110	\$69,394
YOE 9	\$68,325	\$68,609	\$68,894	\$69,179	\$69,463
YOE 10	\$68,393	\$68,678	\$68,963	\$69,248	\$69,533
YOE 11	\$68,461	\$68,747	\$69,032	\$69,317	\$69,602
YOE 12	\$68,530	\$68,815	\$69,101	\$69,386	\$69,672
YOE 13	\$68,598	\$68,884	\$69,170	\$69,456	\$69,742
YOE 14	\$68,667	\$68,953	\$69,239	\$69,525	\$69,811
YOE 15	\$68,736	\$69,022	\$69,308	\$69,595	\$69,881
YOE 16	\$68,804	\$69,091	\$69,378	\$69,664	\$69,951
YOE 17	\$68,873	\$69,160	\$69,447	\$69,734	\$70,021
YOE 18	\$68,942	\$69,229	\$69,517	\$69,804	\$70,091
YOE 19	\$69,011	\$69,298	\$69,586	\$69,874	\$70,161
YOE 20	\$69,080	\$69,368	\$69,656	\$69,943	\$70,231
YOE 21	\$69,149	\$69,437	\$69,725	\$70,013	\$70,302
YOE 22	\$69,218	\$69,507	\$69,795	\$70,083	\$70,372
YOE 23	\$69,287	\$69,576	\$69,865	\$70,153	\$70,442
YOE 24	\$69,357	\$69,646	\$69,935	\$70,224	\$70,513
YOE 25	\$69,426	\$69,715	\$70,005	\$70,294	\$70,583

* Level II must have at least 3 YOE.

APPENDIX B – Salaries

TEACHER SALARIES: Level III

Fiscal Year 2025-26

	BA	BA +15	BA +45 or MA	MA +15	PhD or MA +45
YOE 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
YOE 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
YOE 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
YOE 4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
YOE 5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
YOE 6	\$75,260	\$75,525	\$75,790	\$76,055	\$76,320
YOE 7	\$79,394	\$79,678	\$79,967	\$80,245	\$80,528
YOE 8	\$79,473	\$79,757	\$80,041	\$80,325	\$80,609
YOE 9	\$79,553	\$79,837	\$80,121	\$80,405	\$80,689
YOE 10	\$79,632	\$79,917	\$80,201	\$80,486	\$80,770
YOE 11	\$79,712	\$79,997	\$80,281	\$80,566	\$80,851
YOE 12	\$79,792	\$80,077	\$80,362	\$80,647	\$80,932
YOE 13	\$79,872	\$80,157	\$80,442	\$80,727	\$81,013
YOE 14	\$79,951	\$80,237	\$80,523	\$80,808	\$81,094
YOE 15	\$80,031	\$80,317	\$80,603	\$80,889	\$81,175
YOE 16	\$80,111	\$80,398	\$80,684	\$80,970	\$81,256
YOE 17	\$80,192	\$80,478	\$80,764	\$81,051	\$81,337
YOE 18	\$80,272	\$80,558	\$80,845	\$81,132	\$81,418
YOE 19	\$80,352	\$80,639	\$80,926	\$81,213	\$81,500
YOE 20	\$80,432	\$80,720	\$80,007	\$81,294	\$81,581
YOE 21	\$80,513	\$80,800	\$81,088	\$81,375	\$81,663
YOE 22	\$80,593	\$80,881	\$81,169	\$81,457	\$81,745
YOE 23	\$80,674	\$80,962	\$81,250	\$81,538	\$81,826
YOE 24	\$80,755	\$81,043	\$81,331	\$81,620	\$81,908
YOE 25	\$80,835	\$81,124	\$81,413	\$81,701	\$81,990
YOE 26	\$80,916	\$81,205	\$81,494	\$81,783	\$82,072
YOE 27	\$80,997	\$81,286	\$81,576	\$81,865	\$82,154
YOE 28	\$81,078	\$81,368	\$81,657	\$81,947	\$82,236
YOE 29	\$81,159	\$81,449	\$81,739	\$82,029	\$82,319
YOE 30	\$81,240	\$81,530	\$81,821	\$82,111	\$82,401
YOE 31	\$81,322	\$81,612	\$81,902	\$82,193	\$82,483
YOE 32	\$81,403	\$81,694	\$81,984	\$82,275	\$82,566
YOE 33	\$81,484	\$81,775	\$82,066	\$82,357	\$82,648
YOE 34	\$81,566	\$81,857	\$82,148	\$82,440	\$82,731
YOE 35	\$81,647	\$81,939	\$82,230	\$82,522	\$82,814
YOE 36	\$81,729	\$82,021	\$82,313	\$82,605	\$82,897
YOE 37	\$81,811	\$82,103	\$82,395	\$82,687	\$82,979
YOE 38	\$81,892	\$82,185	\$82,477	\$82,770	\$83,062

YOE 39	\$81,974	\$82,267	\$82,560	\$82,853	\$83,145
YOE 40	\$82,056	\$82,349	\$82,642	\$82,936	\$83,229
YOE 41	\$82,138	\$82,432	\$82,725	\$83,018	\$83,312
YOE 42	\$82,221	\$82,514	\$82,808	\$83,101	\$83,395
YOE 43	\$82,303	\$82,597	\$82,891	\$83,185	\$83,479
YOE 44	\$82,385	\$82,679	\$82,974	\$83,268	\$83,562
YOE 45	\$82,467	\$82,762	\$83,057	\$83,351	\$83,646
YOE 46	\$82,550	\$82,845	\$83,140	\$83,434	\$83,729
YOE 47	\$82,632	\$82,928	\$83,223	\$83,518	\$83,813
YOE 48	\$82,715	\$83,011	\$83,306	\$83,601	\$83,897
YOE 49	\$82,798	\$83,094	\$83,389	\$83,685	\$83,981
YOE 50	\$82,881	\$83,177	\$83,473	\$83,769	\$84,065

APPENDIX B – Salaries

OTHER SALARIES*

Fiscal Year 2025-26

	SECRETARY	OFFICE ASST	EDUCATIONAL ASSISTANT	TECHNOLOGY DIRECTOR	MENTORSHIP STAFF DIRECTOR	MENTORSHIP STAFF BA	MENTORSHIP STAFF MA	MENTORSHIP STAFF PhD
YOE 0	\$37,648	\$27,568	\$27,568	\$51,548	\$70,926	\$46,424	\$47,492	\$48,629
YOE 1	\$40,283	\$29,498	\$29,498	\$55,156	\$75,890	\$49,669	\$50,817	\$52,033
YOE 2	\$40,887	\$29,867	\$29,868	\$55,424	\$76,158	\$50,499	\$51,084	\$52,300
YOE 3	\$41,154	\$30,237	\$30,239	\$55,691	\$77,115	\$51,330	\$51,352	\$52,568
YOE 4	\$41,422	\$30,606	\$30,609	\$55,959	\$78,071	\$52,160	\$51,619	\$52,835
YOE 5	\$41,690	\$30,975	\$30,979	\$56,226	\$79,028	\$52,990	\$51,887	\$53,103
YOE 6	\$41,959	\$31,344	\$31,349	\$56,494	\$79,984	\$53,820	\$52,154	\$53,370
YOE 7	\$42,228	\$31,713	\$31,720	\$56,761	\$80,941	\$54,651	\$52,422	\$53,638
YOE 8	\$42,494	\$32,082	\$32,090	\$57,029	\$81,897	\$55,481	\$52,689	\$53,905
YOE 9	\$42,764	\$32,451	\$32,460	\$57,296	\$82,985	\$56,311	\$52,957	\$54,173
YOE 10	\$43,031	\$32,821	\$32,830	\$57,564	\$83,252	\$57,142	\$53,224	\$54,440
YOE 11	\$43,299	\$33,190	\$33,200	\$57,831	\$83,520	\$57,972	\$53,492	\$54,708
YOE 12	\$43,569	\$33,559	\$33,571	\$58,099	\$83,787	\$58,802	\$53,759	\$54,975
YOE 13	\$43,836	\$33,928	\$33,941	\$58,366	\$84,055	\$59,805	\$54,027	\$55,243
YOE 14	\$44,104	\$34,297	\$34,311	\$58,634	\$84,322	\$60,073	\$54,294	\$55,510
YOE 15	\$44,372	\$34,666	\$34,681	\$58,901	\$84,590	\$60,340	\$54,652	\$55,778
YOE 16	\$44,640	\$35,036	\$35,052	\$59,169	\$84,857	\$60,608	\$54,829	\$56,045
YOE 17	\$47,415	\$35,405	\$35,422	\$59,436	\$85,125	\$60,875	\$55,097	\$56,313
YOE 18	\$47,683	\$35,774	\$35,792	\$59,704	\$85,392	\$61,143	\$55,364	\$56,580
YOE 19	\$47,950	\$36,143	\$36,162	\$59,971	\$85,660	\$61,410	\$55,632	\$56,848
YOE 20	\$48,218	\$36,512	\$36,532	\$60,239	\$85,927	\$61,678	\$55,899	\$57,115
YOE 21	\$48,485	\$36,881	\$36,903	\$60,506	\$86,195	\$61,945	\$56,167	\$57,383
YOE 22	\$48,753	\$37,250	\$37,273	\$60,774	\$86,462	\$62,213	\$56,434	\$57,650
YOE 23	\$49,020	\$37,620	\$37,643	\$61,041	\$86,730	\$62,480	\$56,702	\$57,918
YOE 24	\$49,288	\$37,989	\$38,013	\$61,309	\$86,997	\$62,748	\$56,969	\$58,185
YOE 25	\$49,555	\$38,358	\$38,384	\$61,576	\$87,265	\$63,015	\$57,237	\$58,453

*Salary beyond YOE 25 will be increased at .001 annually.

COUNSELOR and SOCIAL WORKER SALARIES

See Teacher Schedules for 2025-26.

APPENDIX C – Pay Differentials

None except stipends.

APPENDIX D – Grievances

APPENDIX D-1

**MONTE DEL SOL CHARTER SCHOOL
Grievance Procedure and Dispute Resolution
Formal Level 1 – Administrator**

After thoughtful consideration and efforts at informal dialogue, and with the goal of conciliation and maintenance of professional and productive working relationships, I hereby seek resolution of the following grievance:

Grievant's name _____
Position _____ Phone# _____

Directions: Include time, location, names of witnesses, if any, and names of parties in interest. Attach additional pages, if necessary. Attach a copy of policy, procedure, or rule, if any, claimed to have been violated, misinterpreted, or inequitably applied. Attach any additional relevant documentation. Submit one copy to the Head Learner or designee. Keep one copy.

Date of incident causing grievance: _____

Describe incident: _____

Names of witnesses: _____

Names of other parties involved: _____

Describe policy, procedure, or rule, if any, claimed to have been violated, misinterpreted, or misapplied: _____

Date of informal dialogue: _____
Names of parties engaging in informal dialogue: _____

Relief/remedy sought: _____

_____ Signature of Grievant	_____ Date
_____ Signature of Head Learner or designee	_____ Date

APPENDIX D-2

**MONTE DEL SOL CHARTER SCHOOL
Grievance Procedure and Dispute Resolution
Formal Level 1 – Administrator’s Resolution**

Grievant’s name _____
Position _____ Phone # _____
Date of submission of grievance: _____
Administrator’s response _____

Relief/remedy: _____

Signature of Head Learner or designee _____ Date _____

**Grievance Procedure and Dispute Resolution
Formal Level 2 - Request for Mediation**

I have received the Head Learner or designee’s resolution to my grievance. After thoughtful consideration, and with the goal of conciliation and maintenance of professional and productive working relationships, I hereby seek mediation so that mutual resolution may be achieved for this grievance.

Signature of Grievant _____ Date _____

Signature of Head Learner or designee _____ Date _____

For administrative use:
Mediator assigned: _____ Date: _____
Full disclosure of potential conflicts of interest: _____
Accepted by parties: _____ Date: _____
Agreement to mediate signed: _____ Date: _____
Date of mediation: _____

APPENDIX D-3

**MONTE DEL SOL CHARTER SCHOOL
Grievance Procedure and Dispute Resolution
Formal Level 2 – Agreement to Mediate**

1. We, the undersigned parties, are currently engaged in a dispute with one another, and we hereby submit this dispute for mediation.
2. We understand that mediation is a required step in the Monte del Sol Charter School Employee Dispute Resolution/Grievance Policy and Process, and we agree to make a good faith effort to resolve this dispute through mediation in a conciliatory, respectful, professional, and non-adversarial manner. We recognize that we each must acknowledge our share of responsibility for the issues in dispute.
3. We recognize that mediation is a confidential process by which an impartial third party or a team of co-mediators will attempt to facilitate a mutually acceptable resolution. The mediator will not impose a resolution, nor does the mediator have authority to change or add to existing policies or administrative rules. We take full ownership of a settlement thus achieved, including any compromise from our initial request for remedy.
4. The mediator may be a qualified internal mediator or a professional external neutral, or a combination. The Head Learner or designee shall have the sole authority to appoint a mediator or to engage the services of a professional external neutral.
5. The name(s) of the mediator(s) has been shared with us. We understand that the mediator(s) have provided full disclosure of any potential conflict, and we can demonstrate no conflict of interest.
6. We agree to maintain confidentiality regarding settlement achieved through mediation. We understand that the mediator(s) shall not discuss the process or substance of the mediation outside of the mediation. We understand that any settlement achieved shall be shared only with those who need to know in order to effectuate the settlement, and shall be filed in the separate grievance file.
7. We agree that the mediator, mediation process or settlement achieved shall not be subject to review, discovery, witness, or testimony in the event that I/we pursue further levels of the Employee Dispute Resolution/Grievance Policy and Process or outside remedy after exhaustion of the internal grievance process.

Signatures:

Dates:

Grievant

Party in interest

Party in interest

Mediator

Mediator

Page 2/2

APPENDIX D-4

**MONTE DEL SOL CHARTER SCHOOL
Grievance Procedure and Dispute Resolution
Formal Level 2 – Mediation Settlement**

Date of mediation: _____

Check one:

_____ We, the undersigned parties, having participated in the mediation process in good faith, have been unable to achieve a resolution to the issues which brought us to this mediation.

_____ We, the undersigned parties, have reached a settlement to the dispute which brought us to this mediation. The terms of the settlement are as follows:

Attach additional pages if necessary.

This agreement is binding upon all parties. This document will be filed in the separate Grievance File and will be shared only on a need-to-know basis with those individuals with a responsibility to effectuate this settlement.

Signatures:

Dates:

Grievant

Party in interest

Party in interest

Witnessed by:

Mediator

Date

Mediator

Date

APPENDIX D-5

**MONTE DEL SOL CHARTER SCHOOL
Grievance Procedure and Dispute Resolution
Formal Level 3 – Governing Board – Request for Hearing**

Submit this form and ALL evidence and documentation, including a copy of the forms and all information submitted to Formal Levels 1 and 2, to the President of the Governing Board within five (5) days of completion of Mediation if settlement was not achieved or thirty (30) days if a violation of settlement is claimed. NO new evidence or documentation may be submitted. Submit one copy to the Head Learner or designee. Keep one (1) copy. Attach a copy of the mediation settlement ONLY if a violation of that settlement is claimed.

Grievant's name _____

Position _____ Phone # _____

After thoughtful consideration, and with the goal of conciliation and maintenance of professional and productive working relationships, I hereby seek a hearing and request that the President of the Governing Board serve as or appoint a Hearing Officer to determine the resolution to this grievance. I understand that the Hearing Officer may accept, reject, or revise the Administrator's resolution in part or in whole, or may fashion a remedy to the grievance regardless of the relief requested or previously recommended. I understand that response to this appeal concludes the Monte del Sol Charter School internal employee dispute resolution/grievance process.

Signature of Grievant Date _____

Signature of President, Governing Council Date _____

For administrative use:

Hearing Officer: _____ Date of hearing: _____

**Grievance Procedure and Dispute Resolution
Formal Level 3 – Governing Board – Hearing Officer's Resolution**

Please attach additional pages, if necessary. Please send a copy of this resolution to the Head Learner, the Grievant, and all parties in interest within five (5) workdays of the hearing.

Hearing Officer's response: _____

Determination of relief/remedy: _____

Signature of Hearing Officer

Date

APPENDIX E – General Leave

General Leave Bank Criteria and Application

Employees enrolled in the general leave bank may apply for up to ten (10) days of general leave after their own leave has been exhausted. Requests are generally limited to two (2) requests per employee per contract year. Criteria for authorization to use the general leave bank is any illness deemed suitable by a doctor for missing work.

Name _____

Date _____

Attending physician _____

Number of days for which applying _____

[attach physician’s note explaining condition and/or verification of inability to work]

APPENDIX F – Substitute During Preparation

Form for Substituting During a Preparation Period

Note: a separate form must be completed for each class block you substitute.

Substitute teacher: _____

Absent teacher: _____

Date and Block of substitution: _____

Signatures

Substitute teacher _____

Absent teacher _____

Signature of Administrator _____

Teacher who is absent: Fill out a form for being absent; however, under number of hours absent, you may deduct any hours that a Monte del Sol teacher or employee covered your classes from your total number of hours absent; for example: you were absent for two (2) hours, but Monte del Sol teachers used their preparations to fill in for those two (2) hours, you would write *absent zero (0) hours*.

Teacher who is doing the substituting: When you have completed five (5) substitutions and five (5), make copies, staple, and submit the originals to the Business Office.

APPENDIX G – Mentor Pay

Payment Form for Mentors of New Teachers

Once teachers have agreed to be mentors and signed an agreement with the Head Learner and Business Office, the following form must be used to log hours for payment. Teachers will be paid at a rate of twenty-eight dollars (\$28)/hour, not to exceed twenty-five (25) hours annually without permission of the Head Learner.

Mentor: _____

Mentoring of: _____

Date	Start-End Times	Total Time	List of Topics Covered/ Other	Initials Mentor/Mentee	

Signature of Mentor: _____ **Date:** _____

Signature of Head Learner: _____ **Date:** _____

[make a copy for the teacher’s records and send an electronic copy to the Business Office]

APPENDIX H – Bell Schedule

2025-2026

Monte del Sol 2025-26 Bell Schedule				
Monday	Tuesday	Wednesday	Thursday	Friday
A 8:15 - 9:00 (45 min)	D 8:15 - 9:10 (55 min)	A 8:15 - 9:10 (55 min)	D 8:15 - 9:10 (55 min)	A 8:15 - 9:10 (55 min)
5 min Break				
POD 9:05 - 9:20 Gathering 9:20 - 10:15 (55 min)	9:15 - 10:05 (50 min)	9:15 - 10:05 (50 min)	9:15 - 10:05 (50 min)	9:15 - 10:05 (50 min)
10 Minute Pause				
B 10:20 - 11:05 (45 min)	E 10:15 - 11:10 (55 min)	B 10:15 - 11:10 (55 min)	E 10:15 - 11:10 (55 min)	B 10:15 - 11:10 (55 min)
5 min Break				
C 11:10 - 11:55 (45 min)	11:15 - 12:05 (50 min)	11:15 - 12:05 (50 min)	11:15 - 12:05 (50 min)	11:15 - 12:05 (50 min)
LUNCH HS D 12:00 - 12:45 (45 min)	MS LUNCHHS POD 12:05 - 12:40	MS LUNCHHS POD 12:05 - 12:40	MS LUNCHHS POD 12:05 - 12:40	MS LUNCHHS <i>CLUB</i> 12:05 - 12:40
LUNCH MS D 12:45 - 1:30 (45 min)	HS LUNCHMS POD 12:45 - 1:20	HS LUNCHMS POD 12:45 - 1:20	HS LUNCHMS POD 12:45 - 1:20	HS LUNCHMS <i>CLUB</i> 12:45 - 1:20
E 1:35 - 2:20 (45 min)	F 1:25 - 2:20 (55 min)	C 1:25 - 2:20 (55 min)	F 1:25 - 2:20 (55 min)	C 1:25 - 2:20 (55 min)
5 min Break				
10 min				
F 2:30 - 3:15 (45 min)	2:25 - 3:15 (50 min)	2:25 - 3:15 (50 min)	2:25 - 3:15 (50 min)	2:25 - 3:15 (50 min)

APPENDIX I – Short-Term Teacher Pay Schedule and PAGE Pay Schedule

Licensure Level	Specifics	Responsibilities	Pay
None	Holds Valid Substitute License	All lesson planning, grading, and duties. Mentor teacher shall be assigned to assist substitute teacher for a minimum of 1 hour per week at no additional pay.	Level I, Year 1 experience, (0 years experience).*
I, II, III	Licensed in content area and grade level.	All lesson planning, grading, and duties. If the time frame exceeds 6 weeks, expectation for attendance at all meetings. Mentor teacher will be assigned for Substitute teacher's questions.	As per MdS pay scale for level and years experience. *
I, II, III	Licensed teacher, but lacks certification in content area and/or grade levels.	All lesson planning, grading, and duties. Mentor and or student aide shall be assigned to assist the teacher for a minimum of 1 hour per week at no additional pay. If the time frame exceeds 6 weeks, expectation for attendance at all meetings.	Level III receives pay according to level II schedule with corresponding years of experience. Level II receives level I. Level I receives level I with 0 years experience and no additional educational credit.*

* Any retirement deductions shall be done in accordance with NMERB requirements.

Additional Clarifications:

1. Prorated general leave will be awarded as per the MdS-NEA contract.
2. Joining healthcare plan - in accordance with NMPSIA rules and regulations.
3. A short-term teacher will never be paid less than fifty dollars (\$50); for example, for only teaching one (1) class.
4. A short-term teacher will never be asked to substitute for an additional class without compensation of fifty dollars (\$50) for a half day or seventy-five (\$75) for a full day.
5. STTs.

Plan, Assess, Grade, Enter (PAGE) Pay Schedule

In the case of a permanent substitute, Monte teachers can take on the PAGE responsibilities for one or more courses: the MdS teacher will complete lesson plans, prepare assessment, grade work, and enter information in Canvas/PowerSchool.

- one (1) single course: eighty dollars (\$80)/week;

- two (2) or more sections of the same course: one hundred twenty dollars (\$120)/week for two (2) sections of the same course; one hundred sixty dollars (\$160)/week for two (2) sections of the same course; two hundred dollars (\$200)/week for four (4) sections of the same course.

APPENDIX K – General Leave Donation Form

Date: _____

Donating Teacher or Employee: _____

Donation To (Recipient) : _____

of Days being donated: _____

Administrator Initials: _____

Donating Teacher's Signature: _____

(Optional: Submit a General Leave Donation Form if you wish this form to be placed into the mailbox of the recipient teacher or employee. This can serve as a notification that the transfer has been completed.)

Notification of Donation of General Leave Days

To: _____

From: _____

A donation of _____ general leave days has been completed and are now available for your use.

Personal message:

APPENDIX L – 2025–2026 MOUs

NEA Attendance at Monte del Sol Regular Governing Board meetings

- I. One of the two faculty representatives will be an NEA member and attend regular board meetings. The faculty representative representing the NEA can dialogue with the board. Some examples of areas NEA might wish to address include:
 - o NEA action concerns ongoing attacks on “government schools” from various state governments.
 - o NEA concerns or promotions for various New Mexico legislative actions.
 - o Concerns/promotions about pending or contemplated legislative action toward charter schools (in other states, charter schools have been “union busters”)
 - o Concerns/promotions about pending or contemplated actions by the MDS Governing Board.
 - o Highlight administrative actions that benefit working conditions at MDS. Concerns about administrative actions have to first go through the chain of authority.
 - o Highlight actions the local NEA chapter has taken that benefit MDS employees and/or the school community.

- II. The Board agendas are formulated in draft form seven or eight days before the regular Board meeting (the third Tuesday of the month, though there are exceptions like for scheduled school vacations and conflicting events like Graduation). The final, signed-off version is posted the Friday before the third Tuesday and is “locked” due to the 72-hour rule in the Open Meetings Act. The school sends a copy of the draft to the faculty representatives when it is created as a “heads up.”

- III. If the NEA would like to dialogue with the Board on a specific issue on the agenda draft, they should inform the Head Learner, and then be added as a participant in the item discussion on the posted final agenda. If the Board desires to dialogue with the NEA on an agenda item, the Board President needs to inform the Head Learner ahead that they will participate in that agenda item.

_____ NEA _____ School

Staff Subbing Classes

Staff sub for another teacher during a preparation period may submit a timesheet and will be paid according to Substitute Pay 2025–2026 on page 67.

_____ NEA _____ School

Supervisory Duties

Article 18.II.B.1: In addition, the Head Learner or designee may ask staff to perform supervisory duties, which may include five (5) minutes during a passing period to monitor bathrooms.

_____ NEA _____ School

Calendar Days 2025-2026

Instructional Days Based on 2025-2026 PED Approved Calendar

- 176 Days (176 to/from Transportation); 182 Contract days.
- 7 August 2025 - 29 May 2026
- 4 - 6 August 2025: Staff Only
- 26 - 29 May 2026: Project Week

Description

- Monday 5 August 2025 - Friday 23 May 2026 are for all staff/faculty.
- Monday and Tuesday 4 and 5 August 2025 are for beginning of the year PD.
- Wednesday 6 August 2025 is an autonomous day for teachers to set up classrooms and plan lessons.
- Thursday 7 August (new student orientation); Friday 8 August (Monday schedule).
- During "Project Week", staff teaching from 26 - 29 May 2026 will receive a stipend based on the available budget and number of student participants equitable to the stipend in May 2025 of two thousand dollars (\$2,000).
- We will apply the three (3) asynchronous days for half a day of virtual activities such as gatherings and the remaining half a day for grading. The fourth day will be applied for professional development for staff on 5 January 2026.
- At the end of each quarter, weekly meetings **will** be limited to provide additional time for faculty to complete grading, enter/sync grades, and write comments.
- During the week after a conference day, the Tuesday and Wednesday after school staff meeting times will be dedicated time for conferences with families the following week.
- Commencement and the Grade 8 Moving Up Ceremony will take place the week of 18 May 2026.

Hours and Bell Schedule

- The daily bell schedule is 8:15 a.m. - 3:15 p.m. Bus drop off at 8:00 a.m.
- Contract hours are 8:00 a.m. - 4:00 p.m. Monday - Friday. Meetings are as follows:
 - Monday, Thursday, and Friday 3:25-4:00pm autonomous;
 - Tuesdays (3:25-4:55 p.m.): rotate full staff, PD, and collaboration;
 - Wednesdays (3:25-4:00 p.m.): rotate department and POD Advisory meetings.
 - There will be no staff meetings on Fridays after school. There may be IEP or MLSS family meetings during the day as needed.
- Advisory POD and lunch will meet back to back based on alternating middle school/high school times. A full teaching load will include four courses, a POD Advisory, and a club.
- Teaching five sections may be an option if there is a need in the schedule and if teachers have the correct license.

Salary Schedule

- The Salary Schedule in the CBA will represent the increase for each tier to fifty-five thousand dollars (\$55,000); sixty-five thousand dollars (\$65,000); and seventy-five thousand dollars (\$75,000). All current employees will receive a mandated four percent (4%) raise.
- Staff who teach during project week will receive a stipend based on the CALENDAR description above.

Plan for the Weeks after Memorial Day

- 26 - 29 May 2025 will be a “Project Week”. Staff and faculty who sign up will receive a stipend, and students will earn a project week grade.

Substitute Pay 2025-2026

<u>Certification</u>	<u>110-minute block</u>	<u>45-minute block</u>	<u>POD/Club</u>
Non-degreed	\$50 per block	\$25 per block	\$25
Degreed	\$60 per block	\$29 per block	\$25
NM Licensed Teacher	\$65 per block	\$31 per block	\$25

Teachers/Staff

\$25 to cover lunch.

When teachers sub a class for another teacher:

- 110-minute class: \$50
- 45-minute class: \$25 (such as Pod or on Mondays)

EAs can sub a class if they are regularly scheduled to deliver inclusion for the class they are subbing and be paid the above sub rate. EAs can also sub a class during their regularly scheduled prep period.

Staff must have a class schedule to be eligible to be paid hourly and at the rate above. However, a stipend may be issued to cover a specified number of courses monthly.

_____ NEA _____ School

AGREEMENT AUTHORIZED SIGNATURES and ATTEST

In witness whereof, the parties have executed this Agreement on this 17 day of

September, 2025



Mr. Peter Mitchell, President
Monte del Sol Charter Governing Board

9/17/25

DATE



Dr. Zoë Nelsen
Head Learner/Charter Director

9/17/25

DATE



Wendy Leighton, President
NEA-NM at Monte del Sol Charter School

9/17/25

DATE

