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**ARTICLE ONE**  
**RECOGNITION**

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The rules regarding the New Mexico Public Employee Bargaining Act are set forth in New Mexico Statute §10-7E, referencing 10-7E-2 Purpose of act:

“The purpose of the Public Employee Bargaining Act is to guarantee public employees the right to organize and bargain collectively with their employers, to promote harmonious and cooperative relationships between public employers and public employees and to protect the public interest by ensuring, at all times, the orderly operation and functioning of the state and its political subdivisions.”

The Governance Council of J. Paul Taylor Academy recognizes the National Education Association of Las Cruces as the sole and exclusive representative for all eligible certified positions, as identified in the bargaining unit’s certification election. All other personnel are excluded from the bargaining unit.

**ARTICLE TWO  
NON-DISCRIMINATION**

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**A. STATEMENT OF NON-DISCRIMINATION**

J. Paul Taylor Academy, administration, and teachers are committed to the principle of equal opportunity in education and employment. We affirm a commitment to honoring the rights of those working for and with our school, and disavow discrimination against and harassment of anyone because of race; color; national or ethnic origin; age; religion; disability; sex; sexual orientation; gender; gender identity and expression; including a transgender identity; genetics; veteran status; marital status; place of residence and any other characteristic protected under applicable federal or state law.

J. Paul Taylor Academy, administration, and teachers agree to uphold this commitment.

**B. ASSOCIATION MEMBERSHIP**

J. Paul Taylor Academy, administration, and teachers agree that each will not interfere with the rights of certified employees to join, or refrain from joining the Association, and agree that each will not in any manner, because of a certified employee's membership or non-membership therein, directly or indirectly discriminate against, interfere with, coerce, restrain, demote, transfer or discipline any certified employee. Nor will JPTA discriminate against, interfere with, coerce, restrain, demote, transfer or discipline any certified employee because of such certified employee's status as a representative or officer of the Association.

**C. NON-RETALIATION STATEMENT**

J. Paul Taylor Academy, administration, and teachers agree that they shall not discriminate against a certified employee because of action taken by either party in processing grievances under the provisions of this Agreement. Any witness, complainant or respondent involved in an investigation ought not to be retaliated against for their participation in the fact-finding process.

## **ARTICLE THREE DEFINITIONS**

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1. The term “District” is defined as the J Paul Taylor Academy [JPTA] and its designee(s).
2. The term “Council” is defined as the J Paul Taylor Academy Governance Council.
3. The term “certified employee” for the purpose of this Agreement will mean all employees whose salaries are based on the certified salary schedule or as provided herein. All employees whose salaries are based on other salary schedules are excluded from this unit.
4. The term “Association” refers to the J Paul Taylor Academy National Education Association and its representative(s).
5. The term “school” or “building” is any work location or functional location within the District wherein certified employee responsibility may lie.
6. The term “Executive Director” as used in this Agreement will mean the Executive Director of J Paul Taylor Academy and his/her representative(s).
7. The term “immediate supervisor” is the person who directly observes, supervises, evaluates, disciplines, and recommends employment status.
8. The term “emergency” shall mean a crisis that is unforeseeable and unavoidable and of limited duration.
9. The term “days” shall mean school days or specific work days for certified employees unless otherwise noted.
10. The term “elementary” shall mean Pre-K-5th grade, and the term “secondary” shall mean 6 th grade through 12th grade.
11. The term “progressive discipline” refers to a process of sequential steps designed from the least action of consequence to the most severe action of consequence which could ultimately lead to termination of employment. Progressive discipline is designed to provide time and support for the employee to grow and improve in their job performance in collaboration with administration.
12. The term “seniority” shall mean years of continuous service with the District within the same bargaining unit.
13. The term “temporary employee” is defined as a certified employee whose contract begins after the first day of the school year.

14. The term “preparation” will mean a class for which the certified employee must prepare a lesson plan and must assemble/prepare teaching materials
15. The term “insubordination” refers to when an employee willfully disobeys or disregards a supervisor’s legitimate directive which relates to an employee’s job function. The refusal may be openly stated or it may be a silent withholding of services. Refusing to perform an action which is unethical or illegal is not insubordination. Employees must first follow the order and then turn to the grievance procedure if they feel the order was improper.
16. The term “just cause” refers to the burden of proof or the seven (7) tests of just cause standard that an employer must meet to justify discipline or discharge.
17. The term “gross misconduct” refers to the wrongful, improper, or unlawful conduct motivated by premeditated or intentional purpose or by obstinate indifference to the consequences of one's acts. Such behaviors include, but are not limited to: being drunk on duty, illegal drug use/possession at work, fighting, harassing people, stealing, and subjecting people to racial abuse.
18. The term “job performance” refers to the accomplishment of work-related tasks or skills by an employee; it refers to specific competencies.
19. The term “harassment” refers to, as defined in federal statute, “Words, conduct or actions (usually repeated or persistent) that, being directed at a specific person, annoys, alarms, or causes substantial emotional distress in that person and serves no legitimate purpose.” (Black’s Law Dictionary, 9th Edition, copyright 2009)
20. The term “bullying” refers to intimidating or offensive verbal or physical conduct toward an individual when such conduct is habitual or recurring, including, but not limited to, threats and name-calling.
21. The term “allegation” refers to an assertion made by a party that must be proven or supported with evidence. (American Heritage Dictionary)
22. The term “investigation” refers to a systematic documented process that examines, studies, and inquiries in order to learn the facts of an allegation or complaint.
23. The term “complaint” refers to a statement verbal or written that a situation is unsatisfactory or unacceptable.
24. The term “intimidation” refers to an attempt to force into or deter from some action by inducing fear and/or other emotional distresses.
25. The term “discriminatory treatment” refers to making unfair distinctions by showing preference or prejudice.

26. A “grievant” or “aggrieved” will mean the certified employee, group of certified employees in the unit, or the Association.

27. “Group grievance” is a grievance which involves the same, or similar allegations of those certified employees filing a group grievance provided the claim is signed by those individuals in the group grievance.

28. “Association grievance” is a grievance brought forth by NEA-LC in event of an alleged violation to the agreement whether or not any certified employees have chosen to file a grievance.

29. “Duty-free lunch” is equal to the student lunch period but not fewer than thirty (30) consecutive uninterrupted minutes during which no duties or responsibilities are assigned.

30. “Classroom Teacher” is a certified employee who is assigned students and requires a classroom substitute.

**ARTICLE FOUR**  
**GENERAL PROVISIONS**

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**A. NEGOTIATIONS**

1. All bargaining sessions will be kept confidential; no video or audio recording; no data released via electronic devices; no information released to the public/media.
2. Each party shall have a negotiating team of up to five (5) members and during negotiating sessions a minimum of three (3) members per team must be present. The parties shall notify each other in writing of the names of their authorized representatives, including their chief spokesperson and thereafter, of any changes which may occur.
3. The parties agree to meet at reasonable times and to bargain in good faith in order to obtain a fair and timely agreement.
4. Ground rules will be mutually agreed upon at the first negotiating session.
5. All agreements reached as a result of negotiations, shall be reduced to writing, initialed by each chief spokesperson, and shall be tentative until ratification by the parties.
6. The District and NEA-JTPA will develop/modify any mutually agreed upon forms.
7. If the parties are at a declared impasse, each may release information to the media.
8. In the event the parties fail to reach agreement prior to the expiration date of this Agreement, or if the Agreement is continuing as specified in the Article Entitled Duration of Agreement, they may seek mediation assistance from the Federal Mediation and Conciliation Services.
9. In the event mediation assistance does not produce an Agreement, after a 30-day mediation period, either party may request a list of seven arbitrators from the Federal Mediation and Conciliation Service. One arbitrator shall be chosen by the parties by alternately striking names from such list. Who strikes first will be determined by a coin toss. The arbitrator shall render a final, binding written decision resolving unresolved issues pursuant to Subsection E of Section 17 of the Public Employees Bargaining Act and the Uniform Arbitration Act no later than thirty days after the arbitrator has been notified of his/her selection by the parties. The arbitrator's decision shall be limited to a selection of one of the two parties' complete, last, best offer. The costs of an arbitrator and the arbitrator's related costs conducted pursuant to this subsection shall be shared equally by the parties. Each party shall be responsible for bearing the cost of presenting its case. The decision shall be subject to judicial review pursuant to the standard set forth in the Uniform Arbitration Act.

## **B. AGREEMENT CONTROL**

1. This Agreement shall be governed and construed according to the Constitution and laws of the State of New Mexico. If any provisions of this Agreement shall be found contrary to law, such provisions shall have effect only to the extent permitted by law; but all other provisions of this Agreement shall continue in full force and effect. In the event any provision of this Agreement is found contrary to law, said provision shall be void. In that event, the parties shall meet within ten (10) days after any such ruling for the purpose of renegotiating the provision(s) affected.

2. In case of any conflict between the provisions of any Council or Association policy, the provisions of the Agreement shall control.

3. Even if, at a time during the term of this Agreement, either party breaches or fails to follow the provisions of this Agreement and the other party fails to file a grievance or take other action to enforce their rights under this Agreement, such inaction shall not constitute an acceptance or modification to this Agreement or be deemed as a waiver of the parties right to enforce this Agreement in a future instance or should the breach of the Agreement continue.

4. Except for retirement programs provided pursuant to the Public Employees Retirement Act the parties shall bargain in good faith on wages, hours and all other terms and conditions of employment and other issues agreed to by the parties. However, neither the public employer nor the exclusive representative shall be required to agree to a proposal or to make a concession. Additionally, the impact of professional and instructional decisions made by the employer shall be negotiated.

5. Recognizing that bargaining unit members and administrators each bring unique perspectives in the endeavor to meet students' needs, the parties agree that collaboration is critical in the decision-making process regarding curricular and other professional issues.

a. Notification will be provided to the Association sixty (60) days or more before professional or instructional decisions are implemented or resources are allocated for said decisions. The Association will be considered notified if there is representation on said committees, however if decisions are made out of committee, the Association will be officially notified.

b. The Association Representative(s) and the Executive Director/designee may meet on a monthly basis to discuss the implementation and impact of instructional and professional decisions.

c. A memorandum of understanding will be signed by the Association and JPTA upon resolutions of any issues raised by the Association. This Memorandum of Understanding will be subject to the grievance procedure.

d. If both parties cannot agree on a Memorandum of Understanding within thirty (30) days of the initial discussion, either party will have the right to open negotiations by submitting a written demand to bargain to the Executive Director or Association Representative.

e. Within 10 (ten) days after a written demand has been submitted, bargaining will commence following the applicable bargaining procedures as stated in Article IIB: Negotiating Procedures.

6. The parties may mutually agree to open negotiations on a specific matter/item during the term of this Agreement.

### **C. PRINTING AND DISTRIBUTION OF THE AGREEMENT**

1. The cost of printing the Agreement will be shared equally by the District and the Association.

2. The District and the Association will determine the quantity to be printed and the method and means of distribution. This Agreement and amendments thereto at the time of adoption shall be posted on the District web page for access of all members of the bargaining unit.

3. Upon ratification of a new agreement, each certified employee will receive a copy of the Agreement at the first faculty meeting of the year. The administration in collaboration with the NEA-JPTA Association Representative(s) will review the certified agreement with the certified staff at a designated time within the first week.

4. Upon ratification of a new agreement, the building administrator(s) will be responsible in collecting signatures and documenting receipt of the certified bargaining agreement by all certified employees. This document will be maintained on site with a copy provided to the Association Representative(s).

5. Any new employee hired after the first day of the calendar (balanced or traditional) school year will receive a copy of the Agreement as part of their hiring process.

### **E. NOTIFICATIONS**

1. The Association/Designee will be notified immediately after the certified employee is informed of terminations or discharges.

2. The Association/Designee will be notified prior to a certified employee being placed on administrative leave.

3. To ensure the cooperative relationship between NEA-JPTA and JPTA is consistently and properly acknowledged, strict care and attention will be given to all District internal and external communication[s], including media interviews. Specifically, statements relating to bargaining topics will not be discussed with media unless clearly identified as such.

## **ARTICLE FIVE EMPLOYMENT**

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### **A. THE WORK YEAR**

The regular work year for certified employees shall be one hundred eighty-nine (189) contractual days.

At least one day (or the equivalent) per semester before the arrival of students will be a workday for use at the discretion of the teacher. A staff meeting may be held not to exceed one hour on these days and no other mandatory meetings will be held.

The school year is based upon the school calendar with the understanding that the calendar is subject to changes, but such changes shall not affect the total number of workdays required, unless negotiated.

### **B. THE WORK DAY**

The workday shall consist of 7.75 hours including a duty-free lunch equal to the student lunch period but not fewer than thirty consecutive uninterrupted minutes. This duty-free lunch should fall between 11:00 AM - 1:00 PM. Teachers will not be asked to give up a duty-free lunch to take on additional duties.

Certified employees are responsible for meeting contract time obligations. Certified employees shall perform their duties without electronic or paper monitoring/documentation of their arrival at the onset and/or departure at the conclusion of contract time. Site administrators may require certified employees to notify the office during the contract day when leaving the campus.

### **C. PREPARATION AND PLANNING**

Full time classroom teachers will be provided a minimum of 270 minutes per week for preparation and planning. No time will be counted toward the minimum time unless it occurs in uninterrupted blocks of no fewer than twenty-five consecutive minutes. Teachers will not be penalized for choosing not to give up their planning and prep time when asked.

Planning time may be used for individual planning and preparation at the individual's discretion. Weekly grade band meetings should be built into this allotted time and the team will provide the Executive Director with meeting times, locations, and access to meeting minutes.

### **D. DUTIES**

Each certified employee shall be responsible for planning for effective teaching, defining teaching goals related to state standards and charter goals, and using evaluation techniques consistent with teaching goals.

In addition to instructional and other professional responsibilities, each certified employee will be responsible for a part of the work day for such activities as may be reasonably required by the administrative staff. Such duties, when assigned, will be equitably assigned to all certified employees.

These activities may include, but are not limited to:

1. Parent or student conferences.
2. Conferences with administrators and other certified employees.
3. Attendance at staff meetings held during contract time.
4. Active engagement in curriculum and inservice planning.
5. Before and after school duty on contract time. These duties must be in conjunction with administrative support, and whenever possible, administrative physical presence in and around duty stations.
6. In the event the classroom teacher is absent, employee shall provide adequate lesson plans and any other necessary information for substitute teachers. If anticipating an extended absence of 10 consecutive days or more, the classroom teacher will provide their supervisor an outline of instructional goals for the anticipated length of the absence.
7. Activities that occur after the workday: Attendance at Open House and one other after-hours event per semester. If an employee is not going to meet this obligation, said employee will notify the Executive Director in writing. A certified staff member will not be required to work weekends or during the summer.

## **E. COMMITTEES, CLUBS, AND OTHER DUTIES**

JPTA and teachers understand the importance of active engagement in all aspects of our school community. Staff participation in committees, clubs, and other functions is a form of shared leadership and is encouraged.

First and second year Level I certified employees will not be required to serve on committees, sponsor clubs, lead or sponsor school activities. However, a first or second year level I certified employee will observe clubs or committees and may initiate a request, in writing, to serve on only one of the following: member of a committee; club or school activity sponsorship. The Level I teacher may withdraw in writing from serving on the committee or sponsorship at any time without penalty. A Level I teacher will not be the chair of a committee or serve as teacher leader.

Level II and III teachers will serve on at least one committee per year, with commitments to be negotiated each year, which may include after-hours participation. Teachers are also encouraged to sponsor clubs, or lead/sponsor school activities throughout the year. If this expectation creates a hardship for a teacher, the teacher can meet with the Executive Director to discuss alternatives without penalty or adverse impact on their evaluation. Leadership roles may qualify a certified employee for a stipend as negotiated with the Executive Director.

## **F. ASSIGNMENTS AND CHANGES IN ASSIGNMENTS**

Certified employees will be assigned within the scope of their licensure unless authorized to do so by the Public Education Department. Such concurrence for waiver will be in writing, will be agreed to by all parties, and will include the certified employee's responsibilities to comply with the requirement.

The Executive Director will consult with individual certified employees regarding the number of subject areas, and grade levels to be taught by the certified employee. Executive Director and teacher will negotiate for adequate prep time.

Changes in teaching assignments shall not be made without prior consultation between the Executive Director and the employee. Every effort will be made to work with the teacher to cooperatively find an appropriate placement. Certified employees will be consulted on any changes proposed before the end of the school year. If this is not possible, the employee will be contacted as soon as possible.

In reference to any certified employee's change in assignment the following criteria will be applied:

1. Certification/endorsements
2. Instructional program requirements
3. Grade level, subject, program experience
4. Other criteria with a rational basis

## **G. IN-HOUSE EMPLOYMENT OPPORTUNITIES**

When an opening occurs during the school calendar, employees will be notified by email and it will be posted in a place frequented by employees for a minimum of 3 school days prior to public posting. Employees will be considered for the position if the Executive Director is notified in writing of the request. Executive Director will respond in writing if an interview is not provided.

When an opening occurs outside of the school calendar, employees will be notified by email at a minimum of 3 days prior to public posting. Employees will be considered for the position if the Executive Director is notified in writing of the request. Executive Director will respond in writing if an interview is not provided.

In the event a request to be assigned to an open assignment is denied, the employee may schedule a conference with the Executive Director to discuss only what the employee can do to enhance the probability of being successful in receiving a similar position in the future.

The Charter School will identify and post known vacancies as they occur at the Charter School publicly.

## **ARTICLE SIX SAFETY AND SUPPORT**

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JPTA is committed to provide the safest possible working environment for its certified employees within the resources available to the school and the restrictions of applicable law and regulations.

### **A. COMMUNICATION**

JPTA will provide safety and communication support for certified employees while engaged in their assigned duties and responsibilities.

1. All employees will have two-way radio/telephone access to the office at all times and in all locations of the school campus.
2. Employees on assigned duties in remote areas will be provided a two-way radio for immediate means of communication to the office. Other employees may request in writing the usage of a two-way radio through the Executive Director.
3. Certified employees will have a key/card available for checkout for main building access according to JPTA policies and procedures. The Executive Director/designee will make reasonable accommodations to certified employee to enter site building during off contract hours.
4. Certified employees shall not be required to search a student, or a student's possession, unless there is an immediate safety concern for the student or others and no other avenue of intervention is available.

### **B. CLASSROOM AND STUDENT CONCERNS**

JPTA Administrators shall support employees in their efforts to maintain safety at JPTA and shall promptly respond to all employee's concerns regarding safety within five (5) working days.

The certified employee may temporarily dismiss a student from class to the administrator/designee when in the judgment of the certified employee the student is seriously disrupting the instructional program for other students or is presenting a safety risk to themselves or others. The certified employee will furnish the administrator/designee at the time of the student's dismissal, written or verbal particulars of the incident. If requested by the administrator/designee, full particulars of the incident including the efforts that have been made to correct the problem shall subsequently be provided to the administrator/designee in writing. The administrator/designee shall inform the certified employee of the corrective measures taken within two (2) days.

In cases of repeated student disruptions, the employee may request the Executive Director/designee to promptly attempt to schedule a conference. The conference will be held with parents, teachers and others as necessary, for the purpose of discussing the problem and determining and initiating corrective measures.

Corporal punishment, which is defined as any disciplinary action taken by school personnel with the intention of producing physical pain, shall not be used as a disciplinary measure at JPTA. Disciplinary consequences will be aimed toward assisting students in the development of constructive personal and social behavior and decision making. Certified employees will deal justly and considerately with each student.

### **C. SELF DEFENSE OR THE DEFENSE OF OTHERS**

Certified employees have the right to use such force as is necessary to protect themselves, students, or other employees from physical injury which they reasonably believe might result from actual or threatened physical attack upon themselves, students, other persons or employees. No certified employee is expected to intervene in altercations if doing so would pose a safety risk to the certified employee.

No disciplinary action shall be taken against a certified employee who acts in self-defense or for the defense of others.

### **D. ASSAULT OR BATTERY**

In the event an assault or a battery has occurred, an internal incident report should be filed by the Executive Director and any staff member involved. The incident is also to be reported to the police authority having jurisdiction where the assault or battery occurred. The report should be made by the person involved or if the individual is unable or unwilling to do so, the Executive Director shall make the report.

The certified employee shall not be charged with leave time or with the cost of substitutes, if necessary, while the certified employee is preparing any required reports, or participating in the investigation of the incident.

Certified employee(s) who has/have been the victim of an assault, a battery, or a physical confrontation while acting properly within the scope of their duties will receive, at J. Paul Taylor Academy's expense, assistance relating to the incident such as attorney consultation, counseling and paid leave. Any employee requesting such assistance must make the request to the Executive Director. J. Paul Taylor Academy will seek to minimize the financial impact on employees on an individual basis.

If the employee is unable to return to his/her position, the District will place the employee in a position where the employee can perform that particular job responsibility and will be compensated at their current level of pay.

In the event of an assault, battery, or physical confrontation by a student, family member/guardian or family advocate, said student(s) will be removed at the request of the certified employee or, in the event the employee does not request that the student(s) be moved, the Executive Director may choose to move the student.

In the event of an accusation or pending investigation involving a certified employee and a student, family member/guardian or family advocate, the certified employee has the right to an additional staff member to be in the shared environment at all times. When the resolution is reached, the presence of an additional staff member will no longer be required, unless resolution dictates otherwise.

In the event of an altercation between students or a group of students the employee will be required to report it to the school authorities immediately.

If an administrator or school authority is not available for immediate assistance and the situation involves a safety or health issue, the employee may call 911.

In the event that any school personnel are provided information that a student or parent is potentially dangerous, that employee has the responsibility to share this information with the Executive Director and any employee who has the need to know.

## **E. HARASSMENT**

JPTA will investigate when an employee reports harassment by a parent, student, school employee or member of the public through email, in person, or any other means. Any concerns will be addressed by the Executive Director (unless the Executive Director is the subject of the concern, in which case the concern will be addressed by the GC Chair) to include one or more of the following:

1. Supervised conferences and/or meetings
2. Removal of the student from the classroom
3. Restricted access to the campus
4. Other

JPTA and teachers agree that harassment, intimidation, or bullying by a parent, student, or member of the public shall not be tolerated.

A certified employee has the legal right to raise these issues without fear of reprisal. Allegations shall be promptly investigated.

JPTA and teachers agree that harassment in any form, intimidation, coercion, bullying, retaliation, discriminatory treatment or any misconduct that creates a hostile work environment by District employees, will not be tolerated.

All allegations shall be addressed as follows:

1. All allegations shall be resolved at the lowest level possible.
2. Employee submits a written report of the harassment to the Executive Director.
4. A scheduled meeting shall be held within five (5) working days between the employee and the Executive Director.
5. The employee has the right to invite representation.
6. The Executive Director shall conduct an investigation within five (5) working days related to the allegation.
7. Resolution will be determined and documented in writing.
8. If the allegation is not remedied, the certified employee may proceed to the Written Level of the grievance process.

## **F. PRIVACY**

Administrators and certified employees shall refrain from discussing information about colleagues and/or students obtained in the course of professional service for other than professional purposes.

Administrators and certified employees will take the necessary steps to insure a professional working environment in which personal information is not disclosed.

Should the Executive Director choose to discipline, reprimand, or question a certified employee, it will be done in a private and confidential setting with appropriate representation offered to the employee.

**ARTICLE SEVEN  
STAFFING**

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**A. ENROLLMENT CAP**

If JPTA were seeking an amendment to the Charter affecting the enrollment cap of the school, certified employees and Association would be notified.

**B. CLASS SIZE**

Classroom size will not be above the following number of students:

Kindergarten	21	(with EA)
First	21	
Second	23	
Third	23	
Fourth	24	
Fifth	24	
Sixth	24	
Seventh	24	
Eighth	24	

If the Executive Director proposes adding students above this cap, certified employees will have the right to decline the placement.

**ARTICLE EIGHT  
REDUCTION IN FORCE**

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**A. DEFINITION OF RIF**

The term “reduction in force” (RIF) as used in this Agreement refers to the reduction of employment status of any unit employee by the Charter School due to loss of revenue, decreased enrollment, and/or a decrease of educational programs. RIF does not refer to decisions to discharge or non-renew an individual for unsatisfactory work performance or insubordination.

**B. SENIORITY, LAYOFFS, AND RECALL**

The proper certification and qualifications of staff to maintain a sound and balanced educational program and environment shall be maintained pursuant to Educational Standards for New Mexico Schools, Public Education Department Rules and Regulations, and/or other authorities which are law or the force of law to the Charter School.

1. Seniority, for the purpose of RIF, is defined as follows:

- (a) Years of continuous service in the Charter School
- (b) Partial year and/or half-time employment shall be prorated
- (c) Leave of absence shall not be considered as interruptive of continuous service except that an individual on a leave of absence shall not accrue additional seniority while on such leave
- (d) A seniority list of unit employees hired during the last three years, which can be extended as needed, shall be completed by the Charter School and provided to the Association thirty (30) days prior to the implementation of RIF.
- (e) When seniority is equal, position on the seniority list shall be determined by drawing. The first person drawn shall have the most seniority.

2. In the event the Executive Director deems it necessary to initiate a reduction in the unit work force, the Executive Director shall exercise discretion in good faith and determinations that a RIF is necessary, based on financial and educational considerations; and shall not be for discharging or terminating employees. The following conditions shall apply:

- (a) Layoff

- i. The Executive Director shall 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.
- ii. Prior to initiating the RIF, the Executive Director shall attempt to absorb the necessary reduction through attrition.
- iii. The Charter School shall meet with the Association to discuss the implementation of the RIF plan. Such discussion shall include the reason for the proposed action, the number of positions affected, and the financial impact on the School and copies of pertinent related documents.
  - The Executive Director will meet with the Association no fewer than sixty (60) days prior to the implementation of any Reduction in Force plan to discuss the process of the implementation of the plan.
  - The District will not take final action on any considerations of reduction in force prior to meeting with the Association to negotiate over any alternatives.
- iv. In the event of a RIF, the Executive Director will provide written and verbal notice to all affected certified employees by with a of statement of honorable dismissal and reasons thereof. Any certified employee who is subject to RIF will be so notified in writing as far in advance of the layoff as possible and in no case fewer than forty-five (45) days before the effective date of the layoff such notice shall include date of layoff and reason for the action.
- v. RIF shall be by reverse seniority.

(b) Recall

- i. An employee subject to RIF shall be considered to have recall status for a period of twelve (12) months.
- ii. The Executive Director shall determine the number and types of positions to be recalled.
- iii. The Executive Director shall offer employment to a person on the recall list who qualifies for the position and possesses the most seniority from those available.
- iv. The unit employee selected for recall shall be given notice of the recall by certified mail to the last address provided to the Charter School by the employee. A certified employee may elect in writing within fifteen (15) days of

the receipt of the School's notice to be passed over, in which case, the certified employee retains their place on the recall list. The certified employee must give written response to the District within fifteen (15) days of receipt of the recall notice.

- v. If a properly notified employee is not immediately available, such employee may claim rights to the available position by giving written notice to the District within fifteen (15) days of the receipt of the District's mailing. The notice of claim to a position will state the date of availability to the District, but not to exceed forty-five (45) calendar days of the District's mailing.
- vi. 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 certified employee.
- vii. Any certified employee recalled will not lose any seniority or unused leave held previous to having been subject to the RIF procedure.
- viii. If a certified employee has been recalled to a position other than that which the certified employee held immediately prior to the RIF, the certified 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 certified employee's recall.
- ix. A certified employee must, at the time of return to reemployment, indicate in writing the desire to return to the position vacated.
- x. A certified employee who is dismissed due to reduction in force and who becomes certified and qualified for additional position(s) will inform J. Paul Taylor Academy and any additional certification will be added to the list of qualifications of said employee. The certified employee will have the responsibility of providing the School documentation of any additional certification or qualifications.
- xi. The certified employee will have the responsibility of providing the District with a change of address, telephone number, and other contact information.

**ARTICLE NINE**  
**PROFESSIONAL AND INSTRUCTIONAL ISSUES**

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**A. PROFESSIONAL DEVELOPMENT**

Recognizing that certified employees and administrators each bring unique perspectives in the endeavor to meet students' needs, the parties agree that collaboration is critical in the decision-making process regarding professional development at each level: school, grade band, and department on an ongoing basis. Individual and site needs as well as state and federal requirements will be taken into account when decisions are being collaboratively made.

Certified employees will be offered all necessary training, schedules, and materials needed to adequately perform their required instructional and job duties in a professional and timely manner. This includes but is not limited to testing schedules and training, bilingual materials and training, master schedules, etc.

A certified employee's refusal to attend professional development beyond his/her normal work hours and/or work year will not be reflected in the certified employee's evaluation and/or personnel file and will not subject the employee to disciplinary action of any kind.

Collaboration with local agencies and organizations, New Mexico universities, and the Public Education Department is encouraged and will be supported

**B. RECOGNITION OF CERTIFIED EMPLOYEE'S PROFESSIONALISM AND EXPERTISE**

Certified employees will be treated with professionalism, courtesy and respect.

All JPTA curriculum and instruction initiatives, including textbook and instructional program adoptions and adoption and implementation of assessment systems, will be collaboratively considered by committees or staff-wide when possible.

A certified employee has the right to exercise professional judgment in presenting, interpreting, and using critical inquiry to explore information and ideas, including controversial issues, in conjunction with the J. Paul Taylor Academy's philosophy, goals, curriculum, and objectives.

Certified employees have the right to express diverse opinions, feelings and ideas during class instruction as long as the certified employee is not attempting to persuade students to accept his/her point of view. Teachers will be allowed to use professional judgment to supplement the adopted curriculum to ensure individual student success.

A certified employee has the right to exercise professional judgment in a collaborative effort with administration in the selection of student assessment methods, recording and maintenance of student

assessment information, assignment of student grades, and the use of teaching methods and materials appropriate to the needs, interests, capacities, and the linguistic and cultural background of each student in conjunction with JPTA's philosophy, goals, curriculum, and objectives.

If an objection to specific areas of the curriculum being presented is made by a parent, such an objection must be submitted to the classroom teacher.

It is our goal to educate children so that they may become productive citizens. We understand that our guidance and ability to provide choices has a profound effect on reaching the goal of educating productive citizens. All decisions we make will be based on the moral value best exemplified by the decisions and a reflection on how we would view the choice if it were applied to us.

a. A certified employee will avoid using his/her position to exploit or unduly influence a student into engaging in an illegal or immoral act or any other behavior that would subject the employee or student to discipline for misconduct.

b. A certified employee shall not knowingly make false or derogatory personal comments about a colleague, although First Amendment protected comments on or off campus are not prohibited.

c. A certified employee shall not, when on school property or off campus while representing the school or attending a school functions, engage in violent, abusive, indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct which would disturb the peace or the educational process.

JPTA recognizes that certified employees are protected under the First Amendment and must adhere to the State of New Mexico's Code of Ethics and Standards of Professional Conduct.

a. Certified employees will have the freedom to express their personal opinions and/or philosophy on curriculum, materials, assessment, and other matters relevant to the implementation of their professional responsibilities without reprisal or fear of reprisal.

b. Certified employees will not be censored or restrained in the performance of their teaching functions on the grounds that the materials discussed are uncomfortable to those in authority..

c. Certified employees will have the freedom to support or oppose political or other causes and issues outside the normal classroom activities.

d. A certified employee's personal life or lifestyle will in no way negatively affect their status at JPTA.

### **C. SHARED LEADERSHIP**

Shared leadership is the collaborative process of making decisions which enhance the quality and ownership of the leadership direction taken by the participants.

JPTA is committed to supporting and utilizing shared leadership whenever possible. The staff and Executive Director at JPTA will determine how they want to proceed with collaborative shared leadership, who should be involved and what model of shared leadership they want to pursue.

### **D. NEW TEACHERS**

JPTA's administration and teachers jointly recognize the value of supporting Beginning Level I and Alternative Licensure teachers.

Both parties acknowledge that professional development for new teachers includes the following goals:

- a. Strengthening new teachers' skills, competence, and confidence
- b. Improved student learning by providing all students with well prepared teachers
- c. Improved school climate through professional growth for all educators
- d. Providing the infrastructure necessary to retain quality teachers
- e. To support and assist all Level I teachers until they successfully achieve Level II license and Alternative Licensure teachers seeing a Level I license.

All Level I, Alternative Licensure teachers, and teachers new to J. Paul Taylor Academy will be provided an on-site mentor who will meet with them on a regular basis.

1. This mentor and their assigned Level I, Alternative Licensure, and/or new teacher should have a schedule that allows for meetings during the work day that does not include their 30-minute duty free lunch. If this is not possible, both teachers will be compensated for outside-of-hours meeting times.
2. Site-based mentors will be compensated for (7) seven hours of conversations and (2) two (30) thirty) minute observations of the assigned mentee, for a total of (8) eight hours of site-based mentoring, with a stipend to be negotiated with the Executive Director.

The mentor will not be involved in the evaluation process for teachers.

JPTA administration and teachers agree that mentoring should be risk-free and non-judgmental.

Attendance logs from the required meetings will be kept and copies will be made available to the Executive Director, the mentors and the mentees.

## **ARTICLE TEN EVALUATION**

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### **A. GENERAL**

The purpose of staff evaluation is accountability, the improvement of instruction services to students, and for professional growth and reflection. The intent of the Evaluation Process is to provide an opportunity for reflection, recognition, and to encourage outstanding performance. In addition, the Evaluation Process is to address concerns about an employee's job performance. The evaluation process is designed to be a collaborative process to assess the competencies as established by HB212 and the Public Education Department Regulation. The competencies have differentiated indicators for each licensure level.

1. Upon being hired by the JPTA, all new certified employees will receive a hard copy of their job description, the evaluation tool and this Agreement. Employees will receive a revised job description in the event the job description is changed. The new job description will be signed and returned to the JPTA office to be placed in the employee's personnel file. The employee will receive a signed and dated copy. If during the year, the evaluation tool is revised, the affected employee shall receive a copy of the revised tool.
2. If a certified employee changes job category, a copy of their new job description and evaluation tool will be provided.
3. An updated hard copy of this Agreement will be available at each certified employee's site upon request. All certified employees will have access to the Agreement through the District's website.
4. Certified employees will be evaluated annually in accordance with state law, and the provisions of this Agreement. Information regarding specific evaluation forms and the competencies for certified employees can be found on the NMPED website.
5. Annual performance evaluation will be based on, among other things:
  - a. how well the certified employee carried out the Professional Development Plan (PDP);
  - b. the measurable objectives that were achieved;
  - c. PDP Reflection and
  - d. the certified employee's ability to demonstrate state adopted competencies and indicators for each licensure level through

1. formal observation
2. end of the year evaluation conference
3. other documentation / artifacts

6. The evaluation of certified members will not be limited to or solely based on any of the following:

- a. Achievement test results/student assessments
- b. Implementation of the Individual Educational Plan (IEP) of Special Education students
- c. The failure of an educational assistant to perform tasks assigned by the certified employee if the administrator has been previously informed.

7. Certified employees may request to be evaluated in addition to their required evaluation cycle.

8. In the event a Level Three employee is recommended to the New Mexico Licensure Unit for reduction to a Level Two status, the employee, following determination of the reduction by the State of New Mexico, may appeal the decision in accordance with PED Regulation 6.69 and the Uniform Licensing Act.

9. Evaluations are confidential between the evaluator and the certified employee. No certified employee will participate in the evaluation and/or observation of other certified employees. Nothing involving the evaluation or performance of a certified employee will be discussed with other certified employees. Nothing will prohibit the use of collegial coaching/observations to improve instruction. Such observations or information will not be used as part of the evaluation process.

10. An administrative intern may accompany the immediate supervisor for training purposes, only with the employees explicit permission, during the evaluation process with the stipulation that the intern under no circumstances will have input into the evaluation or retain copies of any evaluation instrument.

11. If an investigation is conducted based on a concern or complaint received about an employee's job performance, the employee will receive immediate written notification of the complaint and a detailed written summary at the completion of the investigation. Any concern not brought to the attention of the employee, or is not substantiated, may not be used against the employee for evaluation, growth plan, or employment purposes.

12. Upon hire and at least every two (2) years thereafter, evaluators of certified employees must have completed documented training in performing evaluations. (6.69.4.10).

13. Training for administrators and certified employees must assure that all participants at the school level understand the purpose of and the criteria for performance evaluation through an annual Evaluation Orientation to take place prior to the commencement of observations by administrators and the writing of PDPs. The training must address provisions of this article as well as the following:

- a. Competencies and Indicators for each level of licensure;
- b. The role of the Professional Development Plan in the Performance Evaluation system;
- c. The cycle and role of Summative Evaluation in the Performance Evaluation system.
- d. The process whereby observations will be made and performance data collected;
- e. The forms to be used and the timeline for completion;
- f. The steps required for implementing a Professional Growth Plan (PGP); and
- g. The steps required for implementing any subsequent evaluation components.

## **B. PROCESS**

At any evaluation meeting, all relevant evaluation documentation must be dated and signed by both the employee and administrator, and the employee will receive a copy of the completed document. An employee's signature does not necessarily constitute agreement with the content of the document. The employee may submit a written response to any evaluation document and/or any meeting with administration within ten (10) days, which will be physically attached to any of the above documents or inserted into the site or personnel file.

1. All certified employees are required to submit a Professional Development Plan (PDP) every year. The PED regulation requires that the teacher and administrator create the plan collaboratively no later than forty (40) days after the first day of each school year or forty (40) days after hire date. The plan must be based on the competencies and include the following:

- a. indicators for the certified employee's licensure level;
- b. measurable objectives, which may be addressed over a three year period;
- c. the previous year's annual evaluation, if applicable

- d. assurance that the certified employee, if applicable, is highly qualified in the core academic subjects that he/she teaches;
- e. measures for determining progress;
- f. an action plan including key actions;
- g. person(s) responsible for the action;
- h. resources;
- i. timelines and
- j. desired results.

2. Upon signing the PDP, it is the certified employee's responsibility to meet the goals agreed upon, and it is the evaluator's responsibility to provide the support and agreed upon assistance to meet these goals.

3. If first or second year certified employees receiving an unsatisfactory rating on either of their two (fall and spring) formal evaluations, their PDP will be reviewed upon receiving an unsatisfactory rating and be revised to address the areas of concern. Failure to achieve PDP goals and/or competencies as reflected in the evaluation could result in non-rehire.

4. Before the evaluation due date of April 15, the employee and the administrator will meet to assess the contents of the report and if the goals of the Professional Development Plan (PDP) have been met and accomplishments identified and documented. If the goals of the PDP have not been met, the proper documentation will be presented to support the administrator's conclusion or the goals may be

carried over to the next year's PDP. Formative evaluations will be completed utilizing the reflection page on the Professional Development Plan Form.

5. The Administrator will formally observe each employee's practice at least once annually for at least 30 minutes prior to April 15th to determine the certified employee's ability to demonstrate state adopted competencies and indicators for each employee's licensure level.

6. The process of evaluation, in collaboration with the employee, may include formal scheduled or unscheduled observations by the evaluator. All observations will be done openly and with full knowledge of the certified employee. No information garnered from electronic/safety communication devices will be used for evaluation purposes unless

prior written approval has been obtained from the certified employee. No hearsay or behavior not observed or investigated by the supervisor will be used for evaluation purposes. Classroom walk-throughs will not be used for evaluation purposes, but may lead to a formal scheduled or unscheduled observation.

7. Specific to first and second year certified employees to JPTA, the following procedures will apply:

a. The first and second year certified employee will be formally evaluated a minimum of once per semester.

b. In the event a supervisor has a concern about a first or second year certified employee, the following steps will be taken when determining whether such certified employee will be recommended for rehire.

1. First and second-year certified employees will be notified in writing via memorandum of concern, post observation tool, or PDP of any areas needing improvement as soon as areas of improvement are determined by the certified employee's supervisor(s).

2. If first or second year certified employees receiving an unsatisfactory rating one either of their two (fall and spring) formal evaluations, their PDP will be reviewed upon receiving an unsatisfactory rating and be revised to address the areas of concern.

3. Prior to the decision as to whether the certified employee will be rehired, sufficient time, support, and documentation, will be provided to the certified employee to make the needed improvements.

4. The certified employee's performance will be reevaluated in writing by the certified employee's supervisor(s) to determine if such improvements have been made prior to notification of the rehiring decision. Failure to achieve PDP goals and/or competencies as reflected in the evaluation could result in non-rehire.

8. Evaluations will be completed annually on all Level I employees and will include PDP and Reflection, annual observation and completion of the NM Teacher Performance Summative Evaluation based on Level I competencies and indicators

9. For all Level I employees, employees new to the building and Level II and Level III employees in their third-year evaluation cycle, pre and post conferences are required.

- a. The first pre-conference will be held during the first semester. All observation and conference dates will be recorded on the Pre-Conference Form.
- b. Within four (4) weeks of the pre-observation conference, the formal scheduled or unscheduled observation and the post-observation conference will be completed.
- c. Once observation documentation has been completed by the administrator, the administrator is responsible for contacting the employee to schedule a post conference. The post-observation conference will take place within five (5) working days of the observation at which time all documentation including the post observation form will be provided to the employee.

10. Level II and Level III employees will be evaluated over a three-year period using a progressive documentation of performance and Professional Development Plan (PDP) evaluation process. This progressive documentation is a process of ongoing formative evaluation. It includes continuous record of information about an employee's performance in areas of instruction, student learning and professional learning. Progressive documentation will include the reflection on the annual PDP, documentation of an annual observation and other data recorded on the progressive documentation form. The supervisor will retain all documentation and will provide the certified employee with complete signed and dated copy thereof.

11. A Summative Evaluation will be completed for Level II and Level III employees only at the end of each three- year period unless the administrator specifies in writing the reasons that the employee's performance indicates a need for more frequent evaluation.

12. The employee will sign the Summative/Progressive Evaluation to indicate they have received a copy of the evaluation. An employee's signature does not necessarily constitute agreement with the evaluation. The employee may provide a written response to the Summative/Progressive Evaluation within ten (10) working days, if desired. The employee's written response will be attached to the Summative/Progressive Evaluation in the employee's personnel file.. The Summative/Progressive evaluation conference will be a confidential conference between the employee and the administrator.

### **C. EVALUATION INTERVENTION**

At the beginning of each school year, certified employees will receive a "Right of Representation Notification" which informs them of their right to representation. The signed form will be maintained at the school site. Throughout the evaluation process and at any evaluative meeting described in this article, certified employees may invite an NEA-Las Cruces representative to attend the meeting. In the case that the supervisor meets with an employee in reference to any concern regarding their evaluation, the supervisor will inform the employee of his/her right to Association Representation and will provide the employee with the Right of Representation Form. The certified employee will indicate

on the form whether they choose to have representation, and the employee will sign and date the form and will be given a copy of the signed form.

When a certified employee requests such representation, no action shall be taken until an Association representative is present (not to exceed a 48 hour period from the time the employee requests representation). It is the employee's responsibility to procure representation. Evaluations will reflect job performance during a contract year's period of time with the exception of a Professional Growth Plan that may be carried over from the previous year. After the annual evaluation has been completed, should an isolated incident(s) or circumstance(s) occur (that has not been previously addressed) related to a certified employee's job performance, then a PDP goal will be written for the following school year to address the concern.

1. As soon as there is a concern about job performance the steps below will be followed. If a concern develops during the observation process, this step may be completed during the post observation conference.

a. Verbal Counseling/ Warning:

The administrator will discuss with the certified employee, only once, the specific area(s) of concern, why improvement is necessary, directions/support for specific actions for improvement of job performance and a mutually agreed upon time frame will be given. The administrator will document the Verbal Counseling.

b. Written and Verbal Counseling/Warning:

The administrator will discuss with the certified employee, only once, the failure to correct the unacceptable job performance, directions/support for specific actions for improvement of job performance, and a mutually agreed upon time frame for improvement of the specific area(s) of concern. A signed written notification will be presented to the employee the day of the discussion. This documentation will be maintained in the employee site file unless there is a subsequent PGP on the same concern within twelve (12) months.

2. A Professional Growth Plan (PGP) may be initiated when a certified employee fails to show improvement in their performance, and whenever an evaluation has been completed and the employee's administrator has reason to believe that the employee's performance may not meet the competency standard for the level of licensure. The administrator will identify the specific concern(s) necessitating the growth plan in order to provide sufficient support and time for the employee to make necessary improvements.

a. A PGP may not be initiated after April 15 of any school year unless extenuating circumstances exist.

b. When an employee receives a rating of “1” on the NM teacher Performance Summative/Progressive Evaluation, a PGP will be initiated (with the exception of first and second year certified employees). The original PGP may then will be carried over to into the next current year and must be reviewed and signed by both parties by the 40th day of the following school year with the employee. Upon completion of the PGP, another formal evaluation will be conducted.

3. The administrator and employee will develop the PGP collaboratively. When the employee is placed on a PGP, the administrator will make a good faith effort to suggest improvement action. This may include, but is not limited to professional development, peer intervention, and mentoring. The employee will be given a reasonable amount of time to make the improvements before being evaluated again. The interim review dates and the expected completion dates will be collaboratively developed, agreed upon, and stated on the PGP plan to insure that the employee will have sufficient time and support within the current school calendar to correct the competency. It is the employee’s responsibility to implement the PGP and to meet the goals of the plan with the administrator’s assistance. The PGP will include the following:

- a. specific areas of concerns/goals to be accomplished.
- b. specific support to be provided for the employee.
- c. measurable evidence of attainment of goals.
- d. reasonable time frame within the current school calendar
- e. dates of follow-up meetings to indicate the degree of progress.

4. The employee will sign the PGP to indicate they received a copy of the growth plan. An employee’s signature does not necessarily constitute agreement with the growth plan. The employee may provide a written response to the PGP within ten (10) working days. The employee’s written response will be attached to the growth plan in the employee’s personnel file.

5. During the implementation of the PGP, a written record of all conferences will be made by the administrator to document progress and provided assistance suggested for improvement. The administrator and the certified employee will sign the written record. A copy of the PGP with the completed signed written record will be given to the certified employee at the time of each conference. After receiving a copy of the PGP, no further documentation will be added.

6. If the goals of the Professional Growth Plan are not met, then the employee will be notified by the administrator in writing and placed on an Intensive Evaluation. Failure to meet the goals may result in discharge or termination.

7. Any employee who receives an unsatisfactory evaluation will, upon request, be provided a subsequent observation, written evaluation, and post conference from a mutually agreed upon administrator.

8. The following steps must be taken before determining that a certified employee will not be recommended for rehire,

a. Complete a formal Summative/Progressive Evaluation.

b. Determine that the goals of the PGP were not successfully accomplished and an Intensive Evaluation period was initiated.

c. Determine that during the Intensive Evaluation period, the PGP goals remained uncorrected and unsatisfactory.

## **ARTICLE ELEVEN ADMINISTRATIVE INTERVENTION**

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### **A. RIGHT OF REPRESENTATION**

At the beginning of each school year, certified employees will receive a “Right of Representation Notification” which informs them of their right to representation. The signed form will be maintained at the school site: when an administrator requests a meeting with a certified employee that is of a disciplinary nature or might become disciplinary, the certified employee will be notified as to the purpose of the meeting when the meeting is requested by the supervisor. If any meeting with a supervisor becomes disciplinary in nature, the certified employee has the right to stop the meeting until they can obtain representation (within forty-eight [48] hours).

The employee has the right to respond verbally during an investigative interview, throughout the administrative intervention process, and at any meeting described in this article. The immediate supervisor will inform the certified employee that he/she may invite an NEA-Las Cruces representative to attend the meeting and will provide the employee with the “Right of Representation Form”. The certified employee will indicate on the form whether he/she chooses to have representation, and the employee will sign and date the form and will be given a copy of the signed form.

When a certified employee requests such representation, no action shall be taken until an Association representative is present (not to exceed a 48-hour period from the time the employee requests representation).

It is the employee’s responsibility to procure representation and meet with the immediate supervisor within the 48-hour period. Failure to follow this process could result in disciplinary action.

### **B. GENERAL**

1. The purpose of administrative intervention is to resolve problems collaboratively between the certified employee and the supervisor. The intent of Administrative Intervention is to address concerns about an employee’s behavior. An employee must be notified, in writing, whether the concern is based upon job performance or based upon behavior. Upon receiving a written directive, it is the employee’s responsibility to request any support necessary to complete the directive. Support may include, but is not limited to training time, access to technology, etc. If the employee does not complete or follow the directive and fails to identify the support he/she needs with their supervisor, it may be considered a behavioral issue. Support requested will be reasonable and will reflect the standard for the District.

2. Concerns regarding a certified employee’s behavior expressed by a supervisor, administrator, or other agent of JPTA Shall be made in private and never in the presence of students, parents, members of the public or at public gatherings. All communications shall be confidential.

3. Administrators will take the necessary steps to assure a professional working environment in which personal information is not disclosed by the administrator's office.

4. In the case that the site administrator conducts an investigation about a concern, the certified employee will be immediately given specific written information regarding the concern and will be given the opportunity to respond. At the conclusion of the investigation, the employee will receive a detailed written summary of the investigation. Any concern not brought to the attention of the employee, or is not substantiated, may not be used against the employee for employment purposes.

5. No certified employee shall be disciplined without just cause.

6. JPTA will follow NM Statute 22-10A-21-30 regarding employment decisions.

### **C. PROCESS**

In situations requiring discipline of a certified employee, the principles of progressive discipline will apply. Circumstances with legal or safety ramifications may require immediate intervention/action without following the steps of progressive discipline. Gross misconduct or insubordination may require immediate intervention/action without following the steps of progressive discipline based on the severity of the incident. In no case does the certified employee waive his/her due process rights or Constitutional Rights. The employee has the right to respond, in writing, at each step without fear of retaliation.

The following are the steps in initiating corrective actions:

#### **1. Formal Verbal Counseling/Warning**

Administrator's concerns will be discussed, one time, with the certified employee regarding the unacceptable behavior, why the behavior is unacceptable and directions for specific actions for improvement of said behavior. The administrator will document the Verbal Counseling.

#### **2. Written Memo of Concern/Warning**

A written warning will not be issued unless a verbal warning has been issued. The written warning, which will occur only once, will contain directions for specific actions for improvement and possible consequences if said behavior is repeated. A time frame and support will be included in this memo and the memo will not be placed in the employee's personnel file. The memo will remain in the site file for no more than twelve (12) months at which time it will be removed at the employee's request if the same behavior has not reoccurred.

#### **3. Written Reprimand**

A written reprimand will not be used unless the certified employee has received a written warning about the same actions within the last twelve (12) months. This documentation will be placed in the employee's personnel file.

#### 4. Additional Disciplinary Action

If the behavior reoccurs, the Executive Director under the provisions of just cause, investigate to determine further action which may include administrative leave, re-assignment, discharge, and/or termination. (NM Statute 22-10A-21-30)

### **D. ADMINISTRATIVE LEAVE**

Throughout the administrative leave process and at any meeting described in this article, the immediate supervisor will inform the certified employee that he/she may invite an NEA-Las Cruces representative to attend the meeting. A certified employee will be considered for administrative leave if the allegations against the certified employee pose an immediate danger or if the employee is accused of a crime against students, staff, or others within the workplace or outside the workplace if the action impacts the work environment and/or the education process. The following procedures shall be followed when putting a certified employee on administrative leave:

1. Upon notification, JPTA will determine if administrative leave is warranted. If a certified employee will be placed on administrative leave, the Association President/Designee will be notified via a telephone call prior to any administrator meeting with the employee.
2. At the meeting the employee will be informed of allegations, rights and responsibilities. Reason(s) for the certified employee being placed on leave will be explained to the certified employee including dates and circumstances of any incidents relevant to the actions taken and will be provided in writing.
3. The certified employee will be relieved of all duties and responsibilities and will continue to be on paid status pending the outcome of the investigation. If an employee is required to provide lesson plans, he/she will be allowed access to his/her classroom at a mutually agreed upon time between the employee and the building administrator.
4. A confidential investigation will be conducted by a JPTA administrator/designee immediately upon placing an employee on administrative leave. Upon request by the certified employee or the certified employee's Association representative, status reports on the investigation will be provided. A written status report will be provided within one (1) day upon request.
5. If the investigation does not substantiate the claim(s), no documentation will be placed in the certified employee's personnel file. Any student(s) involved in the claim(s) will be removed from

the certified employee's responsibility. Alternative placement will be discussed if program requirements are in conflict.

6. A copy of the investigation determination will automatically be provided to the certified employee. The Association President/Designee will also receive a copy within two (2) days of the determination if the certified employee had requested representation.

7. At such time the Executive Director/Designee determines the reasons for placing the certified employee on administrative leave are no longer valid, the certified employee will be returned to the position held prior to being placed on administrative leave or after conferring with the certified employee, to an equivalent position at J. Paul Taylor Academy. The certified employee may request and will be granted a change of assignment when a position is available for which he/she may qualify by mutual consent of the building administrator and the employee. The certified employee will be granted any improvement in salary or other terms and conditions of employment which would have accrued to him/her had he/she not been placed on administrative leave.

8. If the investigation report recommends disciplinary action, such action may include suspension without pay, termination and/or discharge. All employees will be afforded due process rights.

## **E. ADMINISTRATIVE LEAVE – MEDICAL**

Upon determination by JPTA that an employee is to be placed on administrative leave for the purpose of obtaining medical information as to his/her fitness to perform his/her essential job functions, the following steps will be applied:

1. The Executive Director will meet with the certified employee to place the employee on Administrative Leave. Prior to placing a certified employee on administrative leave for the purpose of obtaining medical information as to his/her fitness to perform his/her essential job functions, other options will be considered, i.e. mentoring, modeling, training, or stress management unless the employee is a danger to self or to others.

2. The administrator must complete an investigation of the behavior and the investigating administrator must directly observe said behavior.

3. The investigating administrator must document the observed behavior. The documentation must include time frame, date, location, and specific behavior observed. A copy will be provided to the employee and the JPTA office, who in turn, will provide a copy to a medical professional (doctor, psychologist, or a psychiatrist). The employee will sign a Release of Information form.

4. JPTA will require and incur costs for the services of a medical professional. The employee will be provided a list with no fewer than four names.

5. The employee has the right to consult with their own medical professional, as a second opinion, at their own expense. The medical professional will evaluate the employee based on the documentation provided to them by JPTA. This evaluation must be considered in regards to the employee's ability to return to work.
6. JPTA will hold a conference with the employee and his/her representative to discuss the results of the evaluation(s).
7. If it is determined that the employee needs psychological assistance, the District, in collaboration with the employee, will develop a memorandum addressed to the employee, outlining the steps the employee must take when returning to work.
8. The employee will be granted any improvement in salary or other terms and conditions of employment which would have accrued to him/her had he/she not been placed on administrative leave.
9. In the event that the certified employee is deemed fit for duty, all related documentation will be given to the employee and no copies will remain in the District.

**ARTICLE TWELVE  
PERSONNEL FILES**

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- A. There shall be one (1) official file for each employee which shall be maintained for 55 years following separation and, if retiring, three years in accordance with state statute in the School Administration Offices except for files provided for Grievance Procedures, or as required by the Family Medical Leave Act.
- B. References provided in confidence shall not be subject to inspection by the employee.
- C. No anonymous, unsubstantiated, unsigned written or verbal information may be placed in the employee's official or site file.
- D. The employee shall have the right to respond to any document placed in his/her official or site file, and shall have such response attached to the material to which the response relates.
- E. The employee will be given the opportunity, including written notification, to see any information and view material prior to placement in his/her official or site file, except information related to routine file maintenance. The employee shall acknowledge having read these materials by affixing one's signature on the actual copy/copies to be filed.
- F. The employee may inspect their official file upon request with School Administration Offices. Access will be granted as soon as possible and will not exceed 24 hours from the request if made during regular business hours. No file shall be removed from the School Administration Offices.
- G. Only administrators and school officials on specific "need to know" school business will have access to an employee's files. The contents of a employee's' file will be kept in strictest confidence. The school will comply with all federal, state, or legal requirements regarding all personnel files. The school will maintain a log, which any person viewing an employee's file will sign, noting their school title, and date. Such log will be kept at the front of the file and any and all persons accessing the file will log in and out.
- H. Employees may request in writing that a negative report be removed from their personnel file after two years from the date of occurrence. At the discretion of the Executive Director, such report will be removed providing no further action relating to the incident has occurred; no hard copy or electronic copy will remain in existence. In the event the Executive Director denies an employee's request to remove a report, the employee may appeal the decision through the grievance process. No report shall be removed that involved a substantiated incident regarding safety or legal situations. Certified employee's evaluations will not be considered for removal.

- I. An employee may not remove any papers from the file, but may request copies. Copies will be provided as soon as possible and will not exceed 24 hours from the request if made during regular business hours.

**ARTICLE THIRTEEN**  
**PERSONAL TIME OFF AND PROFESSIONAL LEAVE**

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J. Paul Taylor Academy recognizes that employees have diverse needs for paid time away from work and established this inclusive policy of Personal Time Off (PTO), containing provisions for personal time and illness, to meet those needs. Equally, the school also strives to emphasize the importance of teacher attendance as it relates to student performance. The benefits of PTO are that it promotes a flexible approach to time off. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, or other needs that require time off from work. Similarly, the school administration is responsible for accurately tracking and employees will have timely access to this information.

**A. ELIGIBILITY**

PTO accrual begins upon hire or transfer into an eligible position. Eligible employees must be scheduled to work at least half of a Full-Time Equivalency (FTE) work week. Employees working less than .5 FTE on a regular basis, and temporary employees, are not eligible to accrue PTO.

**B. AVAILABILITY**

After 60 calendar days of employment, accrued time (PTO) is available for use in the pay period following the pay period in which they were accrued. However, new employees will have immediate access to two PTO days for emergency or unavoidable absences. Any exceptions to this must be approved by the Executive Director or designee.

**C. ACCRUAL AND PAYMENT OF PTO**

All PTO shall be tracked by the school in total hours. Accruals are based upon contract length, according to the following table. (For more information on contract lengths)

260- and 221-day employees	12 days accrued annually
190-day employees	10 days accrued annually

Employees working less than full time (1 FTE) per week and at least .5 FTE per week will earn PTO hours on a prorated basis, per the percentage of one FTE that they work. PTO does not accrue on unpaid leaves of absence.

Each year and prior to the issuing of contracts, the school shall determine any changes in the number of hours associated with a full work day and all current employees shall be notified of this change. In the event there is a change, all employees who have an accumulation of PTO will have their PTO equally converted to the new full time hours. See examples:

Examples of PTO conversion with a change in the hours associated with full-time employees:

	<b>Year 1 (Full time week = 37.5 hours)</b>	<b>Year 2 (Full time week changed to = 40 hours)</b>
<b>Example 1</b>	<p>1 FTE = 37.5 hours</p> <p>A 1.0 FTE employee* ends the year with a total of 62 hours (8 equivalent days) accumulated that can roll into the following year.</p>	<p>1 FTE = 40 hours</p> <p>This employee enters the next year with 64 hours (8 equivalent days) of PTO (unchanged equivalent days). If a half day PTO is to be used, it would be 4 hours off duty.</p>
<b>Example 2</b>	<p>1 FTE = 37.5 hours</p> <p>A .65 FTE employee* ends the year with a total of 62 hours PTO (8 of .65 days off).</p> <p>Work day is =4.785 hours</p> <p>Calculation – (.65FTE X (37.5/5))=4.785</p> <p>8 of the employee’s days (8 X .65FTE X 37.5 hrs/wk) = 195 hours</p>	<p>1 FTE = 40 hours</p> <p>This employee’s PTO would be converted to the following:</p> <p>8 total PTO of days (at .65 FTE)[Unchanged]</p> <p>or (8 X .65 FTE X 40) = 208 hours</p> <p>If the employee were to take a half day off (of .65 days), it would be 2.6 hours.</p> <p>((40/5 days in wk) X .65 FTE X .5 FTE) = 2.6 hrs</p>

\* In this example, it is assumed that the individual in each example does not change contracted FTE.

#### **D. USE AND SCHEDULING OF PTO**

Unscheduled use of PTO (less than 1 week of notification)

Employees who are unable to attend work and have not gained prior approval are to notify the school Executive Director or designee as quickly as possible.

Scheduled use of PTO (minimum of 1 week of notification)

Employees are asked to notify the school a minimum of 1 week in advance by submitting a Personal Time of Request form to the Executive Director or designee. In the event PTO is not granted, the Executive Director or designee will provide a reason for the decision.

Whenever possible, PTO must be scheduled in advance. PTO is subject to supervisory approval, JPTA staffing needs, and established departmental procedures. Unscheduled absences will be monitored. If the frequency of unscheduled absences adversely affects JPTA operations, the Executive Director or designee may request a meeting with the employee and/or request the employee provide appropriate

documentation concerning the justification for unscheduled absences.

PTO used during an employee's contract period is paid at the employee's straight time rate. PTO may be taken in increments as small as one-half hour.

Eligible employees who anticipate an absence from employment related to the serious health condition of a child, spouse, parent, or themselves that will extend longer than 10 days should refer to Family Medical Leave Act (FMLA) or Long-term Disability.

#### **E. USE AND SCHEDULING OF PROFESSIONAL LEAVE TIME**

In addition to PTO, each employee is granted up to two professional leave days per contract year. Part-time employees receive this time based on a pro-rated basis. Any professional leave days must be approved at least two weeks in advance with all necessary documentation (such as purchase requests, travel authorization). If a request is not granted, the Executive Director or designee will state a reason for the decision and will advise on how these days may be used. Additional days may be requested and granted by the Executive Director or designee. These days are not carried over to subsequent years.

#### **F. SECURING SUBSTITUTE TEACHERS**

The school shall secure any needed substitute teachers. A teacher may request a specific substitute from the school-approved substitute list.

#### **E. RETROACTIVE EFFECT**

If this PTO agreement goes into effect prior to the end of a fiscal year, each employee will be given the option to roll all accumulated PTO and Sick Leave time into a single PTO total. Any individual who opts out of this opportunity will be required to use previously accumulated Sick Leave before using newly accumulated PTO.

**ARTICLE FOURTEEN**  
**INSURANCE**

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- A. The Council will provide all eligible employees with an insurance program through the New Mexico Public Schools Insurance Authority. The program provides medical, dental, vision, life, and long-term disability benefits.
- B. Employees working fifteen (15) hours or more per week may elect to receive free life insurance in the amount of \$50,000 provided by the Council.
- C. Professional liability insurance is provided as specified by the New Mexico Insurance Authority.
- D. Employees are provided Workers Compensation insurance for on-the-job injuries in accordance with the New Mexico Insurance Authority. Procedures to apply for Workers Compensation benefits will be available from the Business Manager and offered to all staff at the beginning of the contract school year or upon hire. The Executive Director will assist the employee in the process if requested.
- E. Employees eligible have thirty-one (31) days from the date of employment to enroll in the insurance benefit program.
- F. Participating employees are responsible for 40 percent of the insurance premium to be deducted from their paycheck.

**ARTICLE FIFTEEN**  
**ASSOCIATION RIGHTS AND RESPONSIBILITIES**

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- A. All rights granted to the Association as the exclusive representative for certified employees are for the exclusive use of the Association and may not be granted to another labor organization.
- B. The Association has the right to make announcements at faculty meetings and any new certified employees orientations. The Association may also provide an information letter to the new certified employees regarding the Association's role as the exclusive representative for all certified employees.
- C. The Association may hold voluntary meetings before or after the instructional day provided such meetings do not coincide with staff meetings.
- D. The Association may hold meetings at work sites after work hours provided a building usage form is submitted and such meetings do not conflict with previously scheduled events as determined by the Executive Director. Custodial charges may be assessed, if necessary, however, there will be no charge for the use of the meeting room.
- E. The Association Representative(s) designated at JPTA (up to two) shall have the right to bring matters related to Association rights or the administration of this Agreement to the attention of the Executive Director.
- F. Representatives of the Association shall be able to visit work sites and transact official Association business provided the visit does not occur during the certified employee's instructional schedule or assigned duties. Association representatives will be required to sign in at the front office and wear a visitor's pass upon entering a site.
- G. The Association may use the inter-school mail service, email service, school mailboxes and bulletin board space in areas frequented by certified employees subject to the following:
  - 1. All materials must contain the date of the posting or distribution and the identification of the Association.
  - 2. A copy of all postings and distribution shall be provided to the Executive Director at the time of the posting or distribution.
  - 3. The distribution of materials shall be made by a certified employee assigned to that building. In the event the Association does not have a representative in a particular building, the Association may authorize an individual to make the distribution.

4. The Association will provide JPTA with an electronic and hard-copy member list. JPTA will create and maintain a member's only and a full certified unit email distribution list. These lists will be updated four times during the year.
- H. NEA-JPTA shall be granted two (2) additional professional leave days per designated site representatives per year for Association business, workshops and conventions. NEA-JPTA collective bargaining team and employee rights committee members are included in the four (4) days allotment for bargaining and employee representation. For collective bargaining, JPTA may grant additional days and/or provide compensation for work outside of contracted time. The Executive Director will make every effort to release the building Association Representative(s) 15 minutes prior to the end of the duty day, once a month, or the published date of the Association meeting if necessary.
- I. NEA JPTA site representatives and the Executive Director shall meet as necessary, and at least once per quarter, at mutually agreed upon times, to review and discuss concerns and issues related to the Agreement.
- J. JPTA will furnish the Association President with the following:
1. A listing of all certified employees within the unit as of the September 30th payroll, in alphabetical order by name, with position, work site, date of hire, salary, total contract days, and any increments or differential provided. Addresses, District email addresses, and phone numbers will also be provided unless an individual certified employee requests that information not be released.
  2. An electronic and hard copy of the most current personnel directory upon publication.
  3. An electronic listing of all new hires, transfers, resignations and retirements on a biannual basis sent to the president of the Association.
  4. An electronic copy of all JPTA vacancy postings to the president of the Association on the date of posting.
  5. An electronic copy of proposed JPTA policies and procedures prior to the adoption JPTA policies, included in number three above.
  6. Financial data prepared in the spring for budget consideration for the following year including enrollment projections, anticipated revenue and other financial data provided to the school's budget committee. Tentative and final operational budgets will also be made available following the school's receipt of such documents. The Association may request and receive other financial information to assist in the understanding of District proposals and in the formulation of Association proposals. All of the above will be provided electronically as soon as possible and upon request by the Association.

7. A copy of any complaint filed against an employee with the NM Public Education Department.
8. Notice of the intent to proceed to termination or discharge.
9. Notice of the intention to place a certified employee on administrative leave. The notification will occur prior to Executive Director meeting with the employee.

#### K. Dues Deduction

1. JPTA agrees to deduct from the wages of members of the Association dues per pay period.
2. The amount of the deduction to be made from each certified employee's wages will be certified in writing by the Treasurer of the Association.
3. If the Association dues are changed, JPTA agrees to affect such changes in deductions within thirty (30) days following the receipt of a written notice from the Treasurer of the Association.
4. The Association will submit to the JPTA business manager by July 1, the necessary certified employee information (names, social security numbers and total annual dues amount) for dues deductions to begin with the August 15 paycheck and to continue through the last pay check due the certified employee. The Association will submit an electronic list identifying the names plus the number of certified employees and total amounts of dues to be deducted. The Association will rectify any error.
5. Any dues deducted in error will be refunded to the certified employee by the Association.
6. The Association will submit an electronic list and hard copy of the enrollment forms of new certified employee members with payroll deductions who have joined after July 1 of each year, by the first Monday in November. Payroll deduction will begin with the employee's November 15 paycheck and continue through the last paycheck due the certified employee.
7. Authorization for additional certified employees' dues deduction will be submitted to the business manager through email and hard copy from the Association designee at least ten (10) days prior to the payroll date from which the deductions are to commence.
8. Dues deductions may be discontinued or revoked by the certified employee by filing a written notice of discontinuance with the Treasurer of the Association, with a copy to the business manager signed by the certified employee. Such cancellation must be received by the business manager by October 6 as stipulated in the certified employee's membership authorization form. Dues deductions shall be discontinued effective with the October 15 paycheck.

9. In the case that a certified employee contacts the business manager department after October 6 requesting to discontinue Association membership, the certified employee will be told to contact the Association Treasurer. In no case will the District discontinue a membership without written authorization from the Association Treasurer.
10. In the event a certified employee resigns, leaves the bargaining unit or goes on extended leave without pay, the annual dues owed to the Association will be deducted from the certified employee's final paycheck in accordance with the authorized membership form.
11. The Association agrees to render JPTA harmless for any actions resulting from compliance with this provision of the Agreement and assumes total responsibility for the disposition of the funds so deducted once the treasurer of the Association has received the funds.

**ARTICLE SIXTEEN**  
**JPTA ADMINISTRATION RIGHTS AND RESPONSIBILITIES**

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- A. The Association may hold voluntary meetings before or after the contract day or during lunch with prior notice to the Executive Director as long as such meetings do not conflict with previously scheduled events.
  
- B. The Association representative may make announcements at the conclusion of scheduled staff meetings.
  
- C. Association members shall be allowed to visit with employees provided that such visitation does not interfere with employee duties.

## **ARTICLE SEVENTEEN GRIEVANCE PROCEDURE**

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### **A. OVERVIEW**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise. All grievances will be processed as provided herein and will be kept confidential.

Any resolutions will be consistent with the provisions of the Collective Bargaining Agreement.

### **B. DEFINITIONS**

1. "Unit Employee" is any certified employee at J. Paul Taylor Academy.
2. "Group of Unit Employees" is two or more unit employees.
3. "The Association" is the local affiliation of National Education Association.
4. "Council" is in reference to the J. Paul Taylor Academy Governance Council
5. A "grievance" is an allegation by a unit employee, group of unit employees, or the Association, that there has been a violation, misinterpretation or misapplication of a specific provision(s) of this Agreement.
6. The term "day" when used in this Article shall mean working school days. In filing grievances, appeals, or providing responses, the first day to be counted in the grievance procedure will be the day following the act or the discovery of the act, the receipt of a grievance, or a grievance decision. When school is not in session "day" will be defined as Monday through Friday, excluding holidays.
7. The "immediate supervisor" is the lowest level administrator having immediate jurisdiction of the grievant.
8. A "grievant" or "aggrieved" will mean the unit employee, group of unit employees in the unit, or the Association.
9. "Group grievance" is a grievance which involves the same or similar allegations of those unit employees filing a group grievance and same supervisor, provided the claim is signed by those individuals in the group grievance.
10. "Association grievance" is a grievance brought forth by NEA-LC in event of an alleged violation to the agreement whether or not any certified employees have chosen to file a grievance.
11. "Grievance Documentation File" is the collection of all written statements, written testimony, documents, and all other tangible evidence which relates to the grievance.

### C. PARAMETERS OF A GRIEVANCE

1. Matters not subject to grievance are: the contents of an evaluation of work performance of a unit employee, the discharge of a unit employee, and/or actions to challenge or change this Agreement. The implementation of the evaluation process is subject to grievance. Unit employees who are discharged during the course of their employment contract will have the right, as guaranteed by law, to a hearing with the Governance Council with appeal rights to arbitration.
2. The grievant will be required to exhaust the grievance procedure set forth in this Article before seeking alternative remedies, where there is a specific method of review by law (*i.e.*, EEOC, HEW, OSHA). An exception to this would occur if timelines for review by law would expire before resolution through the grievance procedure would be reached. Said unit employees will not be deemed to have waived or otherwise prejudiced any constitutional, statutory, due process, or other legal rights they may have.
3. No grievance will be initiated beyond the Discussion Level (as described in section D.1.) unless it has been discussed by the aggrieved with the immediate supervisor.
4. A grievance will be presented at the Discussion Level with the aggrieved teacher's immediate supervisor. If the remedy sought is not within the authority of the supervisor, the issue will be presented at the Discussion Level to the next level of supervision or the Governance Council, whichever is next in line of authority, to remedy the grievance.
5. All parties to the grievance, including the Association, agree that any grievance meetings will be kept informal and that the specific information excluding outcome will remain confidential.
6. JPTA and the Association will collaboratively develop all forms to be used in grievance processing and will share equally in the cost of the agreed upon quantity. All grievances, responses, and appeals must be filed on appropriate forms as provided by JPTA or the Association.
7. All written materials related to the processing of a grievance will be filed separately from the personnel files in a sealed Grievance Documentation File. The name(s) of the grievant(s) will remain confidential.
8. No party will take reprisals on any member of the unit, supervisor, or administrator, Association representative(s), or other participants in the grievance procedure by reason of such participation.
9. JPTA and the aggrieved will provide all information/documentation in their possession or control which is relevant to the issue raised by the grievance upon the initiation of a grievance.
10. The Executive Director will provide a copy of the written grievance to the Association. Grievance appeals and/or responses will be provided to the Association in the same manner by the responding supervisor. The distribution will occur at the time of the receipt of the grievance, appeal, or decision.

11. At all levels of the grievance procedure, a unit employee may discuss the matter with and may be accompanied by Association representative(s) in any meeting at any step in this procedure. Supervisor may also have a representative present at any step in the procedure. If any participant at any level elects to have a representative, fair notification shall be provided to the other party.
12. If a situation affects a group or class of unit employees, whether or not any unit employees have chosen to file a grievance, the Association may file the grievance within fifteen (15) days of the act or discovery of the act that caused the grievance, at the appropriate supervisor's level, or, if the appropriate supervisor does not have the authority to remedy the matter, at the next level of authority level.
13. The processing of grievances will be accomplished at times agreed to by the parties of the grievance (See Steps of Grievance). The unit employee(s) participating in a grievance meeting will not bear any loss of pay as a result of this participation.

Since it is important that grievances be processed as quickly as possible, the number of workdays indicated at each level will be the maximum allowable. The timelines specified may be extended if mutually agreed to, in writing, by the parties to the grievance. The unit employee(s) participating in a grievance meeting will not bear any loss of pay as a result of this participation.

14. Failure on the part of the Aggrieved to file a grievance or appeal within the time limits specified herein will result in the dismissal of the issues.
15. Failure on the part of Administration or the Council to submit a decision in writing within the time limits specified herein will cause the grievance to proceed to the next level.
16. Nothing contained herein will limit the right of any unit employee to process a grievance as an individual without representation by the Association.
17. Any resolutions will be consistent with the provisions of the Collective Bargaining Agreement.

#### **D. STEPS OF GRIEVANCE**

##### **1. Discussion Level**

Prior to filing a grievance, the unit employee will meet with the immediate supervisor in an attempt to resolve the issue at the Discussion Level. This must happen within ten (10) days of the act or discovery of the act that caused the grievance. An ongoing act can be discussed within ten (10) days of the latest occurrence. The potential grievance will be identified by the unit employee and the remedy discussed. If the matter is not resolved, the unit employee may proceed to the written Supervisor Level of the Grievance Procedure. If the immediate supervisor does not meet with aggrieved within five (5) days of the request for the meeting, the aggrieved may proceed to the Written Level. The aggrieved must provide to the Governance Council evidence of the supervisor's unwillingness to meet within the specified time.

## 2. Written Level

- (a.) If the grievance is not settled at the Discussion Level, the aggrieved may, within five (5) days, submit a formal written grievance to the immediate supervisor. If the immediate supervisor has no authority to remedy the grievance, the written grievance will go up to the next level who has such authority.
- (b.) The Association will be notified in writing of any grievance that reaches the Written Level. The Association may provide written views on a grievance at all levels of the grievance procedure, whether or not an Association representative accompanied a unit employee or group of unit employees in a meeting or was asked to represent a unit employee or group of unit employees. The written views of the Association will be included in the Grievance Documentation File.
- (c.) The grievance statement will identify the section of the Agreement alleged to have been violated, the circumstances involved, the specific remedy sought, and the date of the alleged act.
- (d.) The Executive Director shall communicate the grievance with the Governing Council if 1) the grievance is against the Executive Director and/or 2) the grievance could reasonably be considered to result in litigation.
- (c.) The supervisor reviewing the grievance will communicate a decision, in writing to all parties involved at this level and the next level of authority.

## 3. Governance Council Level

- (a.) If not satisfied with the decision at the Supervisor Level, the grievant may, within five (5) days of receipt of the decision, appeal, the grievance in writing to the Governance Council Chair:
- (b.) The supervisor shall send all documents relating to the grievance to the Governance Council for review. The Council shall review all written statements, written testimony, documents, and all other tangible evidence which relates to the grievance. At the next regularly scheduled Governance Council meeting in a closed session (pursuant to NMAC 1978 Chapter 10, Article 15 of the Open Meetings Act, "Limited Personnel Matter"), the Council will decide whether or not to hold a hearing with the grievant. If the Council decides not to hold a hearing, the grievant will be notified of the Council's decision within two (2) days from the date of the Council's hearing.
- (c.) If a hearing is decided upon, the Council shall schedule a closed meeting (pursuant to NMSA Open Meetings Act) for the purpose of resolving the grievance. The Council shall submit its decision in writing to the grievant within ten (10) days from the conclusion of the hearing.

## 4. Arbitration Level

- (a.) If the aggrieved is not satisfied with the disposition of the grievance at the Governance Council Level, the grievant may, within fifteen (15) days, submit the grievance to arbitration.
- (b.) Within five (5) days following the appeal to Arbitration, the parties to the grievance will meet to prepare a joint letter to the Federal Mediation Conciliation Services requesting a list of five (5) arbitrators
- (c.) The parties will strive to mutually agree upon the Arbitrator. If the parties fail to agree upon the Arbitrator, each party will strike one name followed by the other party striking one name until a single name remains; and that person will become the Arbitrator. The party required to strike the first name will be determined by a flip of a coin. The process of striking names will occur within ten (10) days of receipt of the list by both parties.
- (d.) The Arbitrator will conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitrators Association and the provisions of this Article. The Arbitrator's decision will be final and binding.
- (e.) If any question arises whether the grievance is subject to arbitration, such questions will be ruled upon by the Arbitrator.
- (f.) The Arbitrator will have no authority to add to, subtract from, or modify the terms of this Agreement, and the Arbitrator will interpret this Agreement in accordance with accepted and arbitral standards of contractual interpretation.
- (g.) The Arbitrator's decision will be in writing and will set forth the Arbitrator's findings of fact, reasoning, and conclusion of the issue submitted. The Arbitrator will be without power or authority to make any decision which requires the commission on an act prohibited by law or which is in violation of the terms of this Agreement. A copy of the award will be submitted to the Executive Director, the Chair of the Governance Council, the aggrieved, and the Association.
- (h.) All costs of the services of the Arbitration including, but not limited to per diem expenses, travel and subsistence, and the cost of any hearing room will be borne equally by the Council and the aggrieved. All other costs will be borne by the party incurring them. Unless the aggrieved is represented by the Association, the Council may require that the aggrieved party post the party's share of the expenses in advance of the hearing.
- (i.) If any party requests a transcript of the proceedings, the party will bear the full costs for the transcript.
- (j.) The determination of the Arbitrator will be acted upon as soon as possible, but in no case more than thirty (30) calendar days

**ARTICLE EIGHTEEN**  
**NO STRIKE / NO LOCKOUT PROVISION**

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- A. Neither the Association nor any member of the unit shall engage in a strike. The Association shall not cause, instigate, or encourage a strike, walkout, or slowdown.
- B. J. Paul Taylor Academy Council and Administration shall not cause, instigate, or encourage any lockout of employees.
- C. The Association may apply to the District Court for injunctive relief to end a lockout.
- D. J. Paul Taylor Academy Council and Administration may apply to the District Court for injunctive relief to end a strike.
- E. The Association may be decertified as the exclusive bargaining unit if the Association causes, instigates, encourages, or supports a strike, walkout, or slowdown.

## **ARTICLE NINETEEN COMPENSATION**

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### **A. SALARIES**

- a. Schedule (See Appendix)
- b. One year's experience will be allowed for each year one hundred (100) days or more or service of seven hundred (700) hours or more for a nine (9)-month position of approved, verified experience in public or private schools, or fifteen (15) credit hours teaching per academic year (including summer session) at the university level. Certified employees working at one half (.5) or more full-time equivalency (F.T.E.) for an entire school year will qualify for one (1) year of experience on the salary schedule.
- c. The Executive Director must receive verification of experience on by October 1 of the current school or within ninety (90) days of employment in order to grant credit for experience in the current contract year. Experience received after this date will be granted in the next fiscal year.
- d. For acceptable degree status, the Executive Director must receive an official college transcript by October 1, in order to grant credit in the current contract year. Official transcripts received after this date will be granted in the next fiscal year.
  - i. Range 2, BA+15 increment: Completion of fifteen (15) semester hours of coursework from an accredited university, college, or post-secondary institution, after date bachelor's degree was awarded.
  - ii. Range 3, MA/BA+45 increment: Awarding of the master's degree or completion of forty-five (45) semester hours of coursework from an accredited university, college, or post-secondary institution after date bachelor's degree was awarded.
  - iii. Range 4, MA+15 increment: Completion of fifteen (15) semester hours of course works from an accredited university, college, or post-secondary institution after date master's degree was awarded.
  - iv. Range 5, EDS/MA+45 increment: Completion of an Educational Specialist Degree, Doctorate Degree, or completion of forty-five (45) semester hours of coursework from an accredited university, college, or post-secondary institution after date master's degree was awarded.
- e. The Executive Director will work collaboratively with Association in the development of a comprehensive mentor teacher program which will include criteria, evaluation and stipend. Upon completion of program development, mentor teachers will receive the prorated stipend amount.

- f. Part-time certified employees are those certified employees whose work is based on a full contract year but less than a full duty day.
- g. An employee who contracts to teach during his/her preparation period shall be paid twenty (20) per cent of the employee's contracted salary.
- h. The rate of pay for extra duties will be (fifteen dollars) \$15 per hour.
- i. The rate of pay for providing training and making presentations when requested by the Executive Director will be (twenty five dollars) \$25.00 an hour or negotiated with the Executive Director based on extra work and/or greater responsibilities of training or presentation.
- j. School approved tutoring services provided after the regular school work day will be compensated at twenty five dollars (\$25) per hour.
- k. All certified employees working an entire school year will be paid according to contract in twenty-four (24) installments on the 15th and 30th of each month or in the event the pay date falls on a weekend or holiday, the pay date will be the preceding work day. All certified employees working less than an entire school year will be paid according to this procedure but with a reduced number of installments.
- l. If employment with the school is terminated and payment has exceeded the limit of the certified employee's reserve, the school will recover the funds for services not rendered as required by New Mexico statute.
- m. Certified employees who may be required to use their own automobiles in the performance of their duties. Claims for mileage need to be submitted within thirty (30) days or by June 30th of the fiscal year.
- n. If money becomes available to the District that may be used for salaries, the JPTA and the Association will, if deemed necessary by either party, open negotiations to determine the appropriate use of that funding.

## **B. PAYROLL DEDUCTIONS**

- a. Certified employees may authorize a payroll deduction for approved tax sheltered annuities.
- b. Deductions provided under this article shall cease should a certified employee terminate employment during the school year.

### **C. PAY INCREMENTS**

- a. All pay increments are based on extra work and/or greater responsibilities or as provided herein. The increments in pay for each specified function or responsibility shall be negotiated by the Executive Director and certified employee and noted in contract of the certified employee.
- b. Any certified employee receiving a contract that exceeds the required one hundred and eighty-three (189) days of service shall receive a pay increment prorated at one one-hundred eighty-three (1/183) of the certified employee's contracted salary for each extra day of service required.
- c. Bilingually Endorsed Teachers who are responsible for delivery of bilingual instruction in accordance with the Charter will receive a one thousand five hundred dollars (\$1,500.00) stipend per year.

**ARTICLE TWENTY**  
**DURATION OF AGREEMENT**

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A. Upon ratification by the parties, this Agreement shall become effective at 12:00 AM on September 30, 2017 and will continue in effect until 11:59 PM September 30, 2018. No later than March 15 of each year of the Agreement or as agreed to by the parties, the parties shall begin negotiations on Compensation and up to three (3) additional re-openers by either side. JPTA and teachers will meet within ten (10) days to negotiate necessary language changes in the event the agreement is affected by changes in legislation or NMPED requirements.

B. Should the parties fail to reach and ratify a replacement Agreement by 11:59 p.m., September 30, 2018 the provisions of the Agreement shall continue to apply until Agreement and ratification occur.

**AGREEMENT SIGNATURES**

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**THE FOLLOWING PARTIES HAVE AGREED THAT THIS AGREEMENT BE EXECUTED ON THEIR BEHALF:**

**THE GOVERNANCE COUNCIL OF J. PAUL TAYLOR ACADEMY**

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**RIC HERNANDEZ, PRESIDENT**

**DATE**

**NATIONAL EDUCATION ASSOCIATION (NEA) OF LAS CRUCES**

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**PRESIDENT**

**DATE**

**J. PAUL TAYLOR ACADEMY  
ADMINISTRATIVE BARGAINING TEAM**

**JPTA TEACHER REPRESENTATIVES  
BARGAINING TEAM**

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**ERIC AHNER  
RIC HERNANDEZ  
HERB TORRES**

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**TAMARA ALEXANDER  
ALLIE CONWAY  
SYLVIA FIELDER  
MATTIE KANNARD**

## MEMORANDUM OF UNDERSTANDING

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### FURLOUGH

If a furlough is put into effect, the impact of that furlough will be designated for and shall not exceed the contract year. In the event that a furlough affects the salary schedule, the new salary schedule shall be negotiated.

Signature/Date

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Admin

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Unit

## APPENDIX

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