

# **AGREEMENT**

Between

The Governance Council

of

Alma d'arte Charter High School

and

The National Education Association - Alma

Through March 30, 2022

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**ARTICLE ONE  
RECOGNITION**

The Governance Council of Alma d’arte Charter High School recognizes the National Education Association of Alma 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 agreement.

**ARTICLE TWO  
GENERAL PROVISIONS**

**A. DEFINITIONS**

1. The term “Council” shall mean the Governance Council of the Alma d’arte Charter High School.
2. The term “Association” shall mean the National Education Association of Alma and its representatives.
3. The term “Charter School” shall mean the Alma d’arte Charter School.
4. The term “unit” or “employee” shall mean all bargaining unit employees whose salaries are based on the salary schedule as provided herein. All other employees whose salaries are based on other salary schedules are excluded from this unit.
5. The term “Academic Director” shall mean the Principal/Chief Administrative Officer who directly observes, supervises, evaluates, disciplines, and recommends employment status or his/her designee.
6. The term “President” shall mean the President of the Association or his/her designee.
7. The term “Days” shall mean specific workdays for unit employees unless otherwise specified.

**B. NEGOTIATIONS**

1. Negotiations shall be conducted in closed sessions.
2. The parties shall establish negotiation procedures prior to the negotiation of a successor Agreement.

**C. AGREEMENT CONTROL**

1. The Agreement shall be governed and construed according to the Constitution and laws of the State of New Mexico. If any provision of the Agreement shall be found contrary to law, such provision shall have effect only to the extent permitted by law; but all other provisions of the Agreement shall continue in full force and effect.
2. In the event any provision of the Agreement is found contrary to law, said provision will be void. In that event, the parties shall meet within fifteen (15) days after such ruling for the purpose of renegotiating the provision(s) affected.

3. In case of a conflict between the provisions of any Council or Association policy, the provisions of the Agreement shall control.
  4. This Agreement and attachments thereto incorporate the entire understanding of the parties on all matters which were discussed during negotiations leading to the Agreement. No additional negotiations on this Agreement will be conducted on any item whether contained herein or not, except by mutual consent.
- D. PRINTING AND DISTRIBUTION OF THE AGREEMENT
1. The parties agree to share equally in the cost of printing the Agreement.
  2. The parties shall determine the quantity and the method of distribution.
  3. Upon ratification of the new Agreement, each unit employee will receive a copy of the Agreement. The Academic Director in collaboration with the NEA-LC Association Representative will review the Agreement with the bargaining unit together after ratification.
  4. Any new unit employee hired after the first day of the school year will receive a copy of the Agreement.
- E. SCHOOL COMMITTEES/MEETINGS WITH MANAGEMENT
1. In advance of the formation of any committee which relates to the terms and conditions of this Agreement, the President will be notified and requested to name member(s) of the unit to serve. Unless otherwise agreed upon, there will be an equal number of members representing each party.
  2. Unit representatives will be appointed by the President to assist the development of a school calendar and to be on a budget committee to make suggestions and recommendations for the Council's consideration.
  3. The school calendar is not a negotiable item; however, the calendar proposals by the calendar committee will be submitted to the Council for its consideration. Any calendar adopted by the Council is subject to emergency changes but no changes will affect the number of workdays required.

**ARTICLE THREE  
NON-DISCRIMINATION**

- A. Neither the Council nor the Association shall unlawfully discriminate against unit employees on the basis of race, religion, color, sex, marital status, age, national origin, sexual orientation, or disability.
- B. The Association recognizes its responsibility as the bargaining agent and shall represent equally all unit employees without discrimination, interference, restraint, or coercion.
- C. The Council and the Association shall not discriminate against any member of the unit on the basis of membership or non-membership in the Association. Nor will the parties discriminate against a unit employee because of actions taken by either party in the processing of grievance provided for within the Agreement.

**ARTICLE FOUR  
EMPLOYMENT**

A. Work Days

1. The regular work year for unit employees shall be 182 days.
2. Unit employees who contract for additional days beyond 182 shall be compensated at their individual daily rate of pay.

B. Hours of Work

1. The workday shall consist of seven and one-half (7 ½) hours.
2. Unit employees will receive a duty-free lunch period of not less than thirty (30) consecutive minutes
3. Employees may be assigned, on an equitable basis, supervision duty at the beginning and/or end of the lunch period according to a published year-long schedule. All employees will supervise the immediate hallway area contiguous to their classroom during passing periods and before and after school. Employees will conduct supervision of all students at all times and especially during instructional periods.

C. Duties

1. Each unit employee shall be responsible for planning for effective teaching, defining teaching goals and competencies, and using evaluation techniques consistent with the Charter School and State curriculum.
2. In addition to instructional and other professional responsibilities, each unit employee will be responsible for a part of a workday for such activities as may be reasonably required by the management/administrative staff. Illustrative, but not all inclusive of such activities are as follows:
  - a. Parent or student conferences;
  - b. Conferences with the Academic Director and other management personnel, as well as other bargaining unit employees;
  - c. Attendance at staff meetings;
  - d. Attendance at other Charter School, student, and community functions, not to exceed four (4) per school year;
  - e. Each unit employee shall participate actively in curriculum planning and in-service planning;
  - f. Unit employees shall be responsible for the programs and supervision of the students in their classrooms and jointly with other employees and the Academic Director, for the supervision of students on campus;
  - g. Unit employees are responsible for evaluation of student progress and interpreting grades or reports given under their supervision.
  - h. Unit employees will participate in committees to which they are assigned
3. Absences
  - a. When absent, unit employees shall provide adequate lesson plans, instruction and classroom management information, and any other necessary information for substitute teachers;
  - b. The absent employee shall notify the Academic Director prior to the reporting time of her/his absence.

- D. Preparation Time
  - 1. Preparation time is classified as time allocated during the day for lesson preparation, student evaluation activities, record keeping, and conferences.
  - 2. Unit employees shall be provided preparation time equal to the class period assigned for preparation.
  - 3. Unit employees shall be provided a minimum of 360 minutes per week for preparation.
- E. The parties agree that it is a priority to maintain Alma d'arte Charter High School as a learning environment in which students have access to a variety of courses and/or electives through arts integration. In the event that staff vacancies occur, efforts will be made by the Academic Director to continue the arts instruction at the same level of staffing.
- F. Departmental instructional accounts will be established for the following: English, Mathematics, Science, Social Studies, Culinary Arts, Literary Arts, Performing Arts and Visual Arts. Budget allocations will be established annually. All purchase orders must be approved in advance for proper payment to be made. In the event a purchase is made without prior approval, the unit employee making the purchase will be held personally accountable for the payment of the order.
- G. Individual activity accounts will also be established for various fundraising efforts. Receipts must be issued at the time of fund deposits. Sponsors of activity accounts, departmental instructional accounts, and food service accounts will receive an updated report on a monthly basis, identifying the financial activities for that period. All employees having financial transactions must follow the New Mexico Activity Fund Accounting Principles.

**ARTICLE FIVE  
ASSIGNMENTS AND CHANGE OF ASSIGNMENTS**

- A. Assignments
  - 1. Unit employees shall be assigned within the scope of their certificates.
  - 2. The Academic Director shall consult with each unit employee regarding her/his teaching assignment, grade levels, and number of preparations for the following school year.
- B. Change of Assignment
  - 1. Changes in teaching assignments shall not be made without prior consultation between the Academic Director and the unit employee.
  - 2. If the unit employee cannot be reached by personal contact, notification will be mailed to the unit employee's last known address on file.

**ARTICLE SIX  
EVALUATION**

- A. The school will follow the procedure for evaluation as detailed by the Public Education Department for the State of New Mexico. In the event the procedures allow for options or departures from the state procedure, the bargaining teams will convene, as soon as practicable, to establish the process to be followed and will be contained in the agreement.
- B. Implementation of Performance Evaluation Requirements for Licensure Levels I, II, and III will be followed.
- C. An Evaluation Handbook as established by HB 212 and the Public Education Department Regulation 6.69.4 will be provided to each unit employee.
- D. All observations will be done openly and with full knowledge of the unit employee. No hearsay or behavior not observed by the Academic director will be used for evaluation purposes.
- E. As soon as there is concern about job performance or employee behavior, the Academic Director will discuss, with the unit employee, the specific unacceptable performance or behavior and why it is unacceptable. Directions for specific actions for improvement of said behavior will be given along with administrative support and a timeline for improvement. The unit employee may invite any NEA representative to attend the meeting.
- F. The evaluation conference is confidential between the employee and the Academic Director. The unit employee may invite an NEA representative to attend the meeting. The employee may provide a written response to an evaluation, which will be attached to the evaluation in the employee's personnel file.

**ARTICLE SEVEN  
VACANCY POSTINGS**

- A. When an opening occurs, it will be posted in a place frequented by unit employees. Unit employees will be considered for the position if the Academic Director is notified in writing of the request. An interview will be provided.
- B. In the event a request to be assigned to an open assignment is denied, the unit employee may schedule a conference with the Academic Director to discuss what the employee can do to enhance the probability of being successful in receiving a similar position in the future.
- C. The Charter School will identify and post known vacancies as they occur both physically at the Charter School and in a local newspaper when outside hiring is appropriate.
- D. During the interview process for outside applicants, the Academic Director will make a good-faith effort to involve, in an advisory capacity, a panel of representatives from the department having the vacancy and/or other members of the staff.
- E. Final staffing decisions are the responsibility of the Academic Director.

**ARTICLE EIGHT**  
**EMPLOYEE RIGHTS/DISCIPLINE/ADMINISTRATIVE INTERVENTION**

- A. The Council and the Association agree that criticism shall be done in private and away from public, students, and colleagues. All such meetings will be confidential. All employees will speak to each other in a calm, respectful, and professional manner.
  - 1. All employees will take necessary steps to ensure a professional working environment in which confidential information is not disclosed.
  - 2. All employees agree that no form of intimidation, coercion, harassment, bullying, unfair or unjust treatment, or any other behavior that creates or contributes to a hostile work environment will be tolerated.
- B. Written complaints received by the Charter School, particularly by the Academic Director, shall be shared with the affected unit employee.
- C. If the employee perceives that a meeting may lead to disciplinary action, the employee may request a representative be present before the meeting continues. The employee will be provided a reasonable amount of time to consult with her/his representative.
- D. A unit employee may be accompanied by a representative of her/his choosing, if desired, in any meeting with the Academic Director, when disciplinary action is to be taken.
- E. Unit employees shall not be disciplined without just cause. The principles of progressive discipline will normally be applied unless the behavior poses safety concerns to self or others, or has legal ramifications.
- F. In the case that the Academic Director conducts an investigation over a concern or issue, the unit employee will be provided the specifics and, be given the opportunity to respond to the matter.
- G. A unit employee may be placed on administrative leave if the actions or behavior of the unit employee pose an immediate problem to staff, students, others or to themselves. In that event, the following procedure shall be followed:
  - 1. The unit employee will be notified, by the Academic Director, of the meeting and the employee's right to representation.
  - 2. At the meeting, the unit employee will be informed of the allegations, rights and responsibilities. Reason(s) for the unit employee being placed on administrative leave shall be explained, including dates or circumstances of any incidents relevant to the actions taken.
  - 3. The unit employee shall be relieved of all duties and responsibilities and shall continue to be on paid status pending the outcome of the investigation. The employee will be required to provide lesson plans and other classroom information necessary for instruction to continue in the employee's absence.
  - 4. If the investigation does not substantiate the allegation, no documentation will be placed in the employee's personnel file and the employee will return to her/his position.
  - 5. If the investigation report recommends disciplinary action, such action may include suspension without pay or termination. Unit employees will be afforded due process rights.



6. Copies of the investigation report will be provided, upon request, to the unit employee and the Association President.

## **ARTICLE NINE LEAVES**

### **A. General Information**

1. The immediate family of a unit employee is the spouse, child, grandchild, parent, sister, brother, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, a person who served as the guardian for the unit employee prior to the unit employee's becoming an adult, and others who reside in the same household with the unit employee.
2. Unit employees returning to duty from an extended leave will be assigned to a substantially equivalent position held by the unit employee at the commencement of leave.
3. Unit employees may remain in the Charter School insurance program by paying 100 percent of the premium of such benefit while on approved extended leave.
4. A unit employee returning from an extended leave must file, by certified mail, intent to return to the Charter School no later than November 1, when returning for the second semester or April 1 when returning for the first semester of the next school year. Failure to notify the Charter School will be considered a resignation on the part of the employee effective at the conclusion of the leave or the school year, whichever comes first.
5. All leaves are based upon the number of hours in the employee's workday. Leave is reported in number of hours taken or in full day increments.
6. Inappropriate use of any leave may be cause for disciplinary action, including dismissal.

### **B. Sick**

1. Employees shall earn sick leave at the rate of approximately one (1) day per month. The total amount of accrual of sick leave for the entire year shall be posted at the beginning of the employee's employment year. If the number of days taken during the year exceeds the number earned for the year or of the days accrued, employees shall be docked at their daily rate of pay for each day taken.
2. Employees employed for one hundred eighty-two (182) but not more than two hundred (200) days, accrual shall be granted at one (1) day per month not to exceed ten (10) days per year.
3. Employees employed for less than a full year or on a part-time basis shall have their leave accrual prorated.
4. Earned sick leave may be used provided the employee is on paid duty status.
5. Sick leave may be accumulated without limit. Upon resignation and/or termination, an employee will not be paid for unused sick leave.
6. An employee may be requested to present proof of illness in order to qualify for pay during sick leave. A medical certificate will not be required to substantiate sick leave

for three (3) days or less unless the employee has been notified in writing about an excessive use or abuse of sick leave.

7. The Academic Director will oversee absences to determine if a pattern of absences or a frequency of absences is occurring. Absences on Friday and the following Monday, and the day before and after a holiday will be observed and may be cause for the Academic Director to require a medical certificate for such absence.
8. An employee who is out on sick leave for more than five (5) days must submit an Extended Sick Leave Form to the Business Manager's Office with the appropriate physician's signature.

C. Personal

1. Unit employees will be granted four (4) days of paid personal leave. Approval of such leave must be provided in advance of the leave by the Academic Director.
2. If the personal leave days are not taken by the end of the school year, they will be added to the employee's sick leave balance.

D. Extended

An employee who is unable to work because of a personal illness, disability, or due to caring for an ailing family member, and who has exhausted all available sick leave shall be granted leave for the duration of the illness or disability up to one year without pay. Any request for this leave must state the probable date of return and be accompanied by a verifying physician's statement. The leave shall not exceed two (2) years. Before returning, such employees must submit a physician's release to return to work.

E. Bereavement

Employees will be provided leave with pay for the three (3) workdays following the death of someone in their immediate family. Two (2) additional days will be provided for the death of an employee's spouse or child. In extenuating circumstances, additional days may be granted by the Academic Director to be charged against the employee's accrued sick leave.

F. Funeral

Employees may be excused, without loss of pay, by the Academic Director for a period of up to three (3) hours to attend funeral services of others than members of the immediate family, provided no substitute is required.

G. Maternity

1. An employee shall be granted maternity leave, upon request, to begin any time between commencement of pregnancy and birth of a child and one (1) year or after a child is born to her. Requests must be made thirty (30) days in advance of leave, except in case of emergency.
2. An employee who is pregnant may continue in active employment as late in her pregnancy as she desires, provided she is able to perform her contractual duties.
3. Any portion of an employee's absence from work because of medical disability connected with or resulting from her pregnancy may be charged to her available sick leave.

H. Paternity

An employee shall be entitled to use one week of accumulated sick leave or one week of unpaid leave for the birth of his child.

I. Adoption

An employee adopting a child shall be entitled to use up to one week of accumulated sick leave or one week of unpaid leave. The employee shall notify the Academic Director thirty (30) days in advance of the intention of requesting the leave and whether or not it will be with pay. In cases of emergency, the Academic Director shall waive the thirty (30) day requirement.

J. Parental

Upon request and verification of birth date, an employee shall be entitled to a leave without pay beginning at any time between the birth or adoption of her/his child and one year thereafter. This leave may be for a period of time up to one (1) year. An extension may be granted for an additional year.

K. Assault

Paid leave is provided to any employee who is the victim of an assault, a battery, or other physical confrontation and is injured while acting within the scope of the employee's job assignment. This leave may not exceed one (1) year of employment.

L. Jury Duty/Court Subpoena

1. Absence will be granted when an employee is subpoenaed to appear in an official proceeding, if such proceeding does not involve self-employment or the employer and does not concern the employee's own personal life.
2. Leave will be granted to an employee for appearance in courts as a witness, to serve on a jury, or to respond to an official order from another government jurisdiction. Employees shall notify the Academic Director of their desire to apply for such leave as soon as possible prior to the date services must be rendered.
3. Employees may not receive compensation both from Alma d'arte Charter High School and from jury duty/court subpoena leave.

M. Military

1. As provided by law, employees who are members of an organized unit of the National Guard, or reserve unit of any of the U.S. military branches shall be given military leave with pay in accordance with official orders when they are ordered to active duty training with such organized units.
2. As provided by law, employees who leave their employment to enter the armed forces, voluntarily or involuntarily, have the right to return to their job provided certification of satisfactory service and application for reemployment occurs within thirty-one (31) days of separation from active duty. Employees will be placed in their pre-service position or an equivalent assignment.

N. Professional

1. Leave with pay may be granted for professional visitation and attendance at job related meetings, conferences, and training services or other activities that, in the judgment of the Academic Director, would be beneficial to the work of the employee or to Alma d'arte Charter High School.
2. Such leave may or may not involve the reimbursement of expenses, including substitutes, depending upon the mutually agreeable arrangements made prior to leave.

O. Family Medical Leave Act

1. This leave article is in compliance with the Family and Medical Leave Act (FMLA) enacted in 1993.
2. The requirement of the Act entitles eligible employees to take up to twelve (12) weeks of unpaid, job protected leave each year for specified family and medical reasons.
3. To be eligible for the FMLA benefits, an employee must have completed the full previous school year working in a position at .5 FTE or more. Eligible employees working between a .5 FTE up to 1.0 FTE may receive six weeks family medical leave.
4. Any eligible employee is eligible for up to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:
  - a. for the birth or placement of a child for adoption or foster care;
  - b. to care for an immediate family member with a serious health condition;
  - c. to take medical leave when the employee is unable to work because of a serious health condition.
5. Spouses employed by the Charter School are jointly entitled to a combined total up to twelve (12) workweeks of family leave.
6. Leaves that fall within the FMLA will be credited toward the twelve (12) weeks of entitlement.

P. Advanced Study

1. A unit employee may request a one-year leave of absence for the purpose of advanced study. The approval will be provided by the Academic Director, and such leave will be without pay.
2. Prior to returning to employment to a position as indicated in the letter of leave approval, the unit employee must provide verification of advanced study by submitting to the Human Resources Department an official transcript indicating the earning of no less than nine (9) hours per semester or eighteen (18) hours for one (1) year.
3. In the event advanced study leave is extended a second year, the requirement of semester hours must be met each year of the leave.

**ARTICLE TEN  
PERSONNEL FILES**

- A. There shall be one (1) official file for each unit employee, which shall be maintained in perpetuity in the Human Resources Department except for files provided for in Article Fifteen, Grievance Procedures, or as required by the Federal Medicaid Act.
- B. References provided in confidence shall not be subject to inspection by the unit employee.
- C. No anonymous information may be placed in the employee's official or site file.
- D. The unit employee will be given the opportunity to see any information prior to placement in her/his official or site file, except information related to routine file maintenance.

- E. The unit employee shall have the right to respond to any document placed in her/his official or site file, and shall have such response attached to the material to which the response relates.
- F. The employee may inspect her/his official file by appointment with Human Resources. No file shall be removed from the Human Resources Department.

**ARTICLE ELEVEN  
SAFETY AND SUPPORT**

- A. It is the policy of the Council to provide the safest possible working environment for its unit employees within the resources available to the Charter School and the restrictions of applicable laws and regulations.
- B. The Council will provide safety and communications support for unit employees while engaged in their assigned duties and responsibilities.
- C. Unit employees shall report all unsafe conditions to the Academic Director and shall comply with established safety requirements.
- D. Unit employees shall continue to care for the safety of the students under their supervision and shall receive the support necessary to carry out their responsibilities.
- E. The Council and its management personnel, particularly the Academic Director, shall provide reasonable support and assistance to unit employees so that they can maintain control and proper discipline while engaged in their assigned duties and responsibilities.
- F. The unit employee may temporarily dismiss a student from class to the Academic Director when, in the judgment of the unit employee, the student is seriously disrupting the instructional program for other students. The unit employee will furnish to the Academic Director at the time of the student's dismissal written or verbal particulars of the incident. Full particulars of the incident, including the efforts that have been made to correct the problem, shall subsequently be provided to the Academic Director in writing. The Academic Director shall inform the unit employee of the corrective measures taken.
- G. In cases of repeated student disruption, the unit employee may request that the Academic Director schedule a conference with the parents and others as necessary to discuss the problem and to determine and initiate corrective measures.
- H. No disciplinary action will be taken against a unit employee who acts in self-defense or for the defense of others while acting properly under the scope of her/his duties and responsibilities.
- I. A unit employee who becomes a victim of an assault or battery, or a physical confrontation while acting properly within the scope of her/his duties and responsibilities will receive, after all appropriate benefits have been exhausted, including coverage under the Public School Insurance Authority and Workers Compensation, assistance from the Charter School for attorney fees, counseling, and paid leave for the difference in coverage.

**ARTICLE TWELVE**  
**ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. The Association may hold voluntary meetings before and after the duty day or during lunch as long as such meetings does not conflict with previously scheduled events. All unit employees will be invited to attend.
- B. The Association representatives may make announcements at the conclusion of scheduled staff meetings.
- C. Association officials not employed by the Charter School shall be allowed to visit with employees provided that such visitations do not interfere with employee duties and the official has notified the Academic Director at least one day in advance, unless requested to represent an employee.
- D. Association officials shall report to the Academic Director and identify themselves upon arrival at the Charter School.
- E. The Association President and the Academic Director will meet at regularly agreed upon times to review concerns and issues related to this Agreement at the request of either party.
- F. The Association will be provided a listing of all unit employees as of the September 30<sup>th</sup> payroll, in alphabetical order by name, position, date of hire, salary, contract days, and any differential provided. Addresses and phone numbers will also be provided unless the employee requests that that information not be released.
- G. The Association will also be provided an electronic copy of the Council's agenda and non-confidential attachments to the agenda at the time made available to the Council.
- H. The President of the Association will receive electronically on a monthly basis a listing of new hires, resignations, or retirements.
- I. The President shall also receive budget information including the proposed tentative budget and a copy of the final approved budget, including adjustments. This material will be provided electronically when possible.
- J. The Association shall provide the following information to the Academic Director by September 30:
  - 1. A list of names, addresses, and telephone numbers of all local Association officers and representatives who will be acting in an official capacity for the local Association.
  - 2. A list of names, addresses and telephone numbers of all local Association representatives not employed by the Charter School who will be acting in an unofficial capacity for the Association.
  - 3. The Association shall provide a revised list to the Academic Director when there are any changes in the Association officers or representatives.
- K. The Association may use the school mailboxes and bulletin board space in an area frequented by unit employees.
- L. The Association will be granted five (5) professional leave days for Association business, workshops, and conventions.

#### M. Dues Deductions

1. The Association shall represent the interest of all unit employees without discrimination or regard to membership in the Association.
2. The Council agrees to deduct dues from each Association member provided the employee has individually and voluntarily authorized the deduction on a properly executed Association membership form. The amount of the dues will be certified in writing by the Treasurer of the Association
3. If the Association's dues are changed, the Charter School agrees to effect such changes in deductions within thirty (30) days following receipt of a written notice from the Treasurer of the Association.
4. The Association will submit to the Charter School Finance Department by June 15, the necessary unit employee information (names, social security numbers, and total annual dues amount) for dues deductions to begin with the August 30 paycheck and to continue through the last paycheck due the unit employee. The Association will submit an electronic list identifying the names plus the number of unit employees and total amounts of dues to be deducted. Any error will be rectified by the Association.
5. Any dues deducted in error will be refunded to the unit employee by the Association.
6. The Association will submit an electronic list and hard copy of the enrollment forms of new unit employee members with payroll deductions who have joined after June 15 of each year, by September 15 of each year. Payroll deduction will begin with unit employee's next paycheck and continue through the last paycheck due the unit employee.
7. Authorization for additional unit employees' dues deduction will be submitted to the Finance Department through e-mail 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 unit employee by filing a written notice of discontinuance with the Treasurer of the Association. Such cancellations must be received by the Charter School Finance Department by October 6 or as otherwise stipulated in the unit employee's membership authorization form.
9. In the case that the unit employee contacts the Charter School payroll department requesting to discontinue Association membership, the unit employee will be told to contact the Association Treasurer.
10. In the event that a unit employee resigns, leaves the unit, or goes on extended leave without pay, the annual dues owed to the Association will be deducted from the unit employee's final paycheck in accordance with the authorized membership form.
11. The Association agrees to render the Council 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 funds have been received by the Treasurer of the Association.

**ARTICLE THIRTEEN  
MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- A. The Council shall retain and reserve unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Mexico.
- B. The Council or its management/administrative personnel shall also have the following rights:
  - 1. to direct and supervise all Charter School operations, functions, and the work of its employees including hiring, laying off, assigning, evaluating, promoting, transferring, suspending, discharging, terminating, or disciplinary action; with the Academic Director being responsible for supervising all unit employees;
  - 2. to determine qualifications for employees and the nature of personnel examinations;
  - 3. to enter into contracts with agencies or companies for services and materials;
  - 4. to take action as may be necessary to carry out the mission of the Charter School in emergencies; and
  - 5. to manage and exercise judgment on all matters not prohibited by this Agreement.

**ARTICLE FOURTEEN  
PROFESSIONAL ISSUES**

- A. Unit employees have the right to exercise professional judgment in presenting information and ideas in alignment with the Charter School's philosophy, goals, curriculum, and objectives.
- B. Unit employees will be allowed to use professional judgment to supplement the adopted curriculum in order to ensure individual student success.
- C. The Academic Director and the unit employees will make every effort to reach consensus in the selection of textbooks and instructional program adoptions, student assessment material, and other materials that are standard-based and appropriate to the needs of each student in the Charter School. If no consensus is attainable, the Academic Director will make the necessary decision.
- D. The impact of professional and instructional decisions will be a topic of the regularly scheduled meetings of the Academic Director and employees.
  - 1. Meeting times and dates shall be posted and shared on an internal school calendar on the first contracted day that unit employees return. Whenever possible, meetings will happen weekly. In the event of a meeting cancellation, staff will be notified via an all call and a mass email.
  - 2. The meeting date, time, location, and final agenda will be sent the day before the meeting to all parties. Preparation of the agenda will be sent the day before the meeting to all parties. Preparation of the agenda will be a joint responsibility between employees and the Academic Director. Chairing of the weekly meeting



will be the responsibility of the Academic Director or Employees when presenting their portion of the agenda.

3. All pertinent student and faculty related decisions made at meetings (and outside of meetings) will be clearly communicated in writing and shared with all faculty within three (3) business days.
- E. The parties agree that Alma d'arte Charter High School is a unique educational environment in which employees are stakeholders in creating and maintaining the vision and direction of the school. Employees will participate in shared decision making. Employees will have the opportunity to participate in the visioning and strategic planning processes and will be involved in the school's instructional direction through regularly scheduled meetings and committees. Committees will meet as scheduled within contract time, at Alma and will make academic recommendations to the Academic Director. The Academic Director will be an ex-officio member of all committees and invited to all committee meetings. Final decisions regarding the instructional program are the responsibility-of the Academic Director.
- F. The parties agree that an Association member will be appointed by the Association to sit on Alma d'arte Charter High School's finance and audit committees as an equal member. The Association reserves the right to replace its appointed committee member at its discretion. The Association will notify the Principal/CAO and/or the President of the Governance Council if there is a change in appointment to the committees.
- G. All employees will be treated with professionalism, dignity, courtesy, fairness, and respect including consideration for time and professional expertise. Administrative actions will be professional and in accordance with the NM Code of Ethics and state statute. Complex directives and requests must be professional, timely, and reasonable. A certified employee's personal life or lifestyle will in no way negatively affect his/her status in the Charter School.
- H. Within terms of the Charter, annual objectives, policies, and procedures will be established by the Governance Council and clearly communicated in writing to all staff at the start of each contracted year. A personnel handbook will be provided to all staff on the employees' first day of contracted work every year. The handbook will be jointly developed by certified staff and the Academic Director, and it will be reviewed and revised in conjunction with the staff by the last working day in February for the following school year. If the handbook is electronic, it must be in a non-editable, read-only file. Final decision regarding the personnel handbook is at the discretion of the Academic Director and the Governance Council.
- I. Certified employees will be responsible for the programs and supervision of the students in their classes and jointly responsible with other employees and the Academic Director for the supervision of the students on campus. Duties must be in conjunction with administrative support, and whenever possible, administrative physical presence in and around duty stations.
- J. No grades will be determined, assigned or modified by anyone other than the subject instructor.

**ARTICLE FIFTEEN  
GRIEVANCE PROCEDURE**

- A. 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.
- B. Definitions
1. 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.
  2. 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 evaluation process is subject to a grievance. Unit employees who are discharged during the course of their employment contract have the right, as guaranteed by law, to a hearing with the Council with appeal rights to arbitration.
  3. 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.
  4. Unit employee(s) having a concern that does not fall within the definition of a grievance can discuss the matter with the Academic Director. The unit employee may be accompanied by an Association representative(s) at any level of the grievance process.
  5. 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 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.
  6. The “immediate supervisor” is the lowest level administrator having immediate jurisdiction over the grievant, in this case the Academic Director.
  7. A “grievant” or “aggrieved” will mean the unit employee, group of unit employees in the unit, or the Association.
  8. “Group grievance” is a grievance which involves the same or similar allegations of those unit employees filing a group grievance and the same supervisor, provided the claim is all signed by those individuals in the group grievance.

- C. 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.
- D. No grievance will be initiated beyond the discussion level unless it has been discussed by the aggrieved with the immediate supervisor.
- E. Nothing contained herein will limit the right of any unit employee to process a grievance as an individual without representation by the Association.
- F. When the aggrieved is not represented by the Association, the Association will be offered the opportunity to be present and to make its views on the grievance known at all levels of the procedure.
- G. Any adjustment will not be inconsistent or in violation of the provisions of this Agreement.
- H. The Association will have the right to present in writing, its view 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.
- I. 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 a grievance within fifteen (15) days of the act or discovery of the act that caused the grievance, at the appropriate supervisor's level.
- J. The Charter School and the Association will collaboratively develop all forms to be used in the 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 the Charter School or the Association.
- K. All written materials related to the processing of a grievance will be filed separately from the Human Resources personnel file in a sealed file. The name(s) of the grievant will remain confidential.
- L. The Charter School agrees to provide to the aggrieved all information/documentation in its possession or control which is relevant to the issue raised by the grievance upon the initiation of a grievance.
- M. The distribution of the copies of the grievance will be made by the immediate supervisor receiving the grievance. 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 same time of the receipt of the grievance, appeal, or decision.
- N. The processing of grievances will be accomplished at times agreed to by the parties of the grievance. The unit employees participating in a grievance meeting will not bear any loss of pay as a result of this participation.
- O. A grievance will be presented at the Discussion Level.
- P. Procedure
  - 1. Since it is important that grievances be processed as quickly as possible, the number of work days indicated at each level will be the maximum allowable.
  - 2. The timelines specified may be extended if mutually agreed to, in writing, by the parties to the grievance.

3. The aggrieved must meet with the supervisor at the Discussion Level 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. If the supervisor does not meet with the aggrieved within five (5) days of the request for the meeting, the aggrieved may proceed by filing the written grievance at the Governance Council Level. The aggrieved must provide to the Governance Council evidence of the supervisor's unwillingness to meet within the specified time.
4. Failure to file a grievance or appeal a decision within the time limits specified herein will result in the dismissal of the issues.
5. Failure to submit a decision in writing within the time limits specified herein will cause the grievance to proceed to the next level.

#### Q. Steps of Grievance

1. Discussion Level
  - a) Prior to filing a grievance, the unit employee will meet with a supervisor in an attempt to resolve the issue. 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 Academic Director Level of the Grievance Procedure.
2. Academic Director Level
  - a) If the grievance is not settled at the Discussion Level, the aggrieved may, within five (5) business days, submit a formal written grievance to the supervisor.
  - b) 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.
  - c) The immediate supervisor will communicate a decision, in writing, within five (5) days after receiving the grievance.
3. Council Level
  - a) If not satisfied with the decision at the Academic Director Level, the grievant, may, within five (5) days of receipt of the decision, appeal the grievance in writing to the Council President.
  - b) The Academic Director shall send all documents relating to the grievance to the 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 Council meeting, 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 ten (10) days from the date of the Council's hearing.
  - c) If a hearing is decided upon, the Council shall schedule a closed meeting 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 and 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 the 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 in accordance with accepted 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 of an act prohibited by law or which is in violation of the terms of this Agreement. A copy of the award will be submitted to the Academic Director, 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 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 SIXTEEN  
REDUCTION IN FORCE**

- A. 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 decrease of educational programs.
- B. 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 Academic Director deems it necessary to initiate a reduction in the bargaining unit work force, the Academic 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 Academic 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 Academic Director shall attempt to absorb the necessary reduction utilizing all possible steps including but not limited to attrition, actively sought-after volunteers among all certified employees, non-renewal of temporary short-term certified employees, and hiring freezes.
      - iii. The Academic Director shall meet with the Association to discuss the implementation of the RIF plan no fewer than sixty (60) days prior to the implementation of the plan. Such discussion shall include the reason for the proposed action, the number of positions affected, and the financial impact on the Charter School. The Academic Director will not take any

final action on any reduction in force prior to meeting with the Association to discuss all alternatives and to recommend solutions. In the event of an emergency (loss of funds due to theft or other criminal activities, time sensitive legislative actions, or other unforeseen time-sensitive items beyond the school's control), the sixty (60) day window may be relaxed. The Charter School will notify the Association within five (5) business days of notification of the emergency to schedule a discussion.

- iv. In the event of a RIF, the Academic Director shall provide written notice to all affected unit employees. Any employee shall be notified in writing by certified return receipt letter and regular U.S. postal service together with a statement of honorable layoff and reasons, therefore. Any certified employee who is to be RIF'd will be 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.
- v. RIF shall be by reverse seniority. The district will maintain an updated seniority list to be furnished to certified employees and the Association upon request.

b. Recall

- i. A RIF'd employee shall be considered to have recall status for a period of twenty-four (24) months.
- ii. The Academic Director shall determine the number and types of positions to be recalled.
- iii. The Academic 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. Failure to accept the position in writing within fifteen (15) calendar days of the mailing shall constitute forfeiture by the recalled person of further rights under this provision.
- v. Any unit employee recalled within two years shall not lose any seniority or unused sick leave held prior to having been subject to the RIF procedure.
- 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 right of the certified employee.
- vii. If a RIF'd certified employee has been recalled to a position other than that which the certified employee held

immediately prior to being RIF'd, 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 twenty-four (24) months following the certified employee's RIF. A RIF'd employee will be personally notified of the vacancy in writing via email within five (5) working days of the vacancy.

- viii. A certified employee must, at the time of return to reemployment, indicate in writing the desire to return to the position vacated.
- ix. The certified employee will have the responsibility of providing the Charter School with a change of address, telephone number, email address, and other contact information.

#### **ARTICLE SEVENTEEN INSURANCE**

- 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 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 are available from the Human Resources Department.
- 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 forty (40) percent of the insurance premium to be deducted from their paycheck.

#### **ARTICLE EIGHTEEN NO STRIKE/NO LOCKOUT PROVISIONS**

- 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, a walkout, or slowdown.
- B. The Council 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. The Council 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  
SALARY AND COMPENSATION**

- A. Salary Schedule 2019-2020 (Appendix A-C)
- B. One year of teaching experience will be allowed for each year (100 days or more of services of 700 hours or more) of approved verifiable experience in public or private schools, or fifteen (15) credit hours teaching per academic year at the university level. The Human Resources Department must receive verification of experience on a verifiable form provided by the department by October 1<sup>st</sup> or within sixty (60) days of employment in order to be granted credit for the current contract year. Any such verification received after that time will be credited to the next year's salary placement.
- C. For acceptable degree status, an official transcript must be sent from the college or university directly to the Human Resources Department.
- D. The rate of pay for approved extra duties and responsibility shall be the Unit Employee's hourly rate of pay.
- E. An employee who contracts to teach during his/her preparation period(s) shall be paid the rounded-up percentage of the number of preparation periods utilized divided by the number of credits in the schedule (e.g., 1/8=13% or 2/8=25%). The employee's contracted salary will be multiplied by the percentage to determine the gross pay and will be incrementally paid every pay period.
- F. Increments will be paid to sponsors for site responsibilities beyond the teaching responsibility assignment. Beginning in the 2021-22 school year, the employee will receive the increment in the second December paycheck and/or in the second May paycheck. (Appendix D)
- G. Any changes to salary, payroll schedule, insurance, or compensation must be communicated in writing by either the Business Manager or Academic Director at the start of the school year and be notated in our contracts.


**ARTICLE TWENTY  
DURATION OF AGREEMENT**

- A. Upon ratification by the parties, this Agreement will become effective and will continue in effect until 11:59 p.m., June 30, 2022. The parties will begin negotiations on a replacement agreement no later than March 15, or as agreed to by the parties.
- B. Should the parties fail to reach and ratify a replacement Agreement by 11:59 p.m., June 30, 2022, the provisions of the Agreement will continue to apply until agreement and ratification occur.
- C. If the parties are at a declared impasse, they may seek mediation assistance from the Federal Mediation and Conciliation Service (FMCS).
- D. In the event mediation does not produce an Agreement, the parties will seek arbitration assistance as provided under the Public Employees Bargaining Act.

## AGREEMENT SIGNATURES


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

### GOVERNANCE COUNCIL OF ALMA D'ARTE CHARTER HIGH SCHOOL

BY:   
\_\_\_\_\_  
Paul Dulin, Governance Council President

Date: 27 October 2021  
\_\_\_\_\_

### NATIONAL EDUCATION ASSOCIATION-ALMA

BY:   
\_\_\_\_\_  
Ramón Padilla, NEA-Alma President

Date: 21 October 2021  
\_\_\_\_\_

#### Council's Negotiating Team

Paul Dulin, Chief Spokesperson  
Kayla Martínez

#### NEA-Alma Association Team

Ramón Padilla, Chief Spokesperson  
Katherine Cady  
Roanna St. Clair  
Jennifer White

**APPENDIX A: Alma d'arte Charter High School Tier I Salary Schedule**

LEVEL I						
Experience	No Degree	BA	BA+15	BA+45 / MA	MA+15	EDS/MA+45
0	41000	41250	41500	41750	42000	42250
1	41820	42075	42330	42585	42840	43095
2	42075	42330	42585	42840	43095	43350
3	42330	42585	43224	43483	43742	44001
4	42585	42840	43483	43742	44001	44260
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**APPENDIX B: Alma d'arte Charter High School Tier II Salary Schedule**

LEVEL II						
Experience	No Degree	BA	BA+15	BA+45 / MA	MA+15	EDS/MA+45
0	***	***	***	***	***	***
1	***	***	***	***	***	***
2	***	***	***	***	***	***
3	50000	50250	50500	50750	51000	51250
4	51000	51255	51510	51765	52020	52275
5	51255	51510	51765	52020	52275	52530
6	51510	51765	52020	52275	52530	52785
7	51765	52020	52275	52530	52785	53040
8	52020	52275	52530	52785	53040	53295
9	52275	52530	52785	53040	53295	53550
10	52530	52785	53040	53295	53550	53805
11	52785	53040	53295	53550	53805	54060
12	53040	53295	53550	53805	54060	54315
13	53295	54095	54354	54613	54871	55130
14	53550	54354	54613	54871	55130	55389
15	53805	54613	54871	55130	55389	55648
16	54060	54871	55130	55389	55648	55907
17	54315	55130	55389	55648	55907	56166
18	54570	55389	55648	55907	56166	56424
19	54825	55648	55907	56166	56424	56683
20	55080	55907	56166	56424	56683	56942
21	55335	56166	56424	56683	56942	57201
22	55590	56424	56683	56942	57201	57460
23	55845	56683	56942	57201	57460	57718
24	56100	56942	57201	57460	57718	57977
25	56355	57201	57460	57718	57977	58236
26	56610	57460	57718	57977	58236	58495
27	56865	57718	57977	58236	58495	58754
28	57120	57977	58236	58495	58754	59013
29	57375	58236	58495	58754	59013	59271
30	57630	58495	58754	59013	59271	59530

**APPENDIX C: Alma d'arte Charter High School Tier III Salary Schedule**

LEVEL III			
Experience	BA+45 / MA	MA+15	EDS/MA+45
0	***	***	***
1	***	***	***
2	***	***	***
3	***	***	***
4	***	***	***
5	***	***	***
6	***	***	***
7	***	***	***
8	60000	60250	60500
9	61200	61455	61710
10	62118	62377	62636
11	62377	62636	62895
12	62636	62895	63154
13	62895	63154	63413
14	63154	63413	63671
15	63413	63671	63930
16	63671	63930	64189
17	63930	64189	64448
18	64189	64448	64707
19	64448	64707	64966
20	64707	64966	65224
21	64966	65224	65483
22	65224	65483	65742
23	65483	65742	66001
24	65742	66001	66260
25	66001	66260	66519
26	66260	66519	66777
27	66519	66777	67036
28	66777	67036	67295
29	67036	67295	67554
30	67295	67554	67813

**APPENDIX D: Alma d'arte Charter High School Increment Schedule**

Increment Position	Increment = % of salary of the unit employee taking the position
Credit Recovery Coordinator	4%
Graduation/Honors Night Chairperson	4%
Graduation/Honors Night Committee Member	2%
Mentor Teacher	2%
National Honor Society Faculty Advisor	3%
Performing Arts Director	4%
Prom Faculty Advisor	3%
Student Assistance Team Chairperson	4%
Student Leadership Team Faculty Advisor	2%
Yearbook Faculty Advisor	3%

Any sharing of the above responsibilities by two (2) unit employees will result in the increment percentage being divided equally.

**APPENDIX E: 2021-22 Contract Days MOU**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ALMA D'ARTE CHARTER HIGH SCHOOL  
AND  
THE NATIONAL EDUCATION ASSOCIATION—ALMA  
August 26, 2022

NEA-Alma and Alma d'arte Charter High School agree to the following only for the 2021-22 school year:

- The contracted days for employment will remain at 182
- Certified staff will submit timesheets for the additional twelve (12) days of the Extended Learning Time Program (ELTP) to be paid at each employees' hourly rate.
  - Timesheets will be submitted on the following dates.
    - July 23, 2021, for the days of July 19-21 (three days)
    - November 30, 2021, for the days of (four days):
      - August 27
      - September 3
      - October 8
      - November 19
    - March 3, 2022, for the days of (three days):
      - December 17
      - January 4
      - February 18
  - Certified staff are allowed to include professional development hours completed after contract hours (8:15 a.m. to 4:15 p.m.) on timesheets submitted on November 30, 2021 and March 3, 2022.
- Certified staff will sign an Extra Hours Agreement for the remaining two (2) calendar days beyond the contract and ELTP days to be paid at each employees' daily rate. This will be added to May 31 payroll.



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Paul Dulin, Alma d' arte Lead Spokesperson



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Ramón Padilla, NEA-Alma Lead Spokesperson






# CBA 2021-22 Final Draft

Final Audit Report

2021-10-28

Created:	2021-10-22
By:	Ramon Padilla (ramonflorespadilla@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeziOEidpPfcSwcRAvg7wiLciGiE2cYqg

## "CBA 2021-22 Final Draft" History

-  Document created by Ramon Padilla (ramonflorespadilla@gmail.com)  
2021-10-22 - 2:30:31 PM GMT- IP address: 67.0.51.102
-  Document emailed to Paul Dulin (pdulin@almadarte.org) for signature  
2021-10-22 - 2:31:29 PM GMT
-  Email viewed by Paul Dulin (pdulin@almadarte.org)  
2021-10-22 - 10:14:34 PM GMT- IP address: 66.102.8.39
-  Document e-signed by Paul Dulin (pdulin@almadarte.org)  
Signature Date: 2021-10-28 - 2:13:10 AM GMT - Time Source: server- IP address: 216.223.225.90
-  Agreement completed.  
2021-10-28 - 2:13:10 AM GMT