

COLLECTIVE BARGAINING AGREEMENT

SANTA FE PUBLIC SCHOOLS
&
NATIONAL EDUCATION ASSOCIATION - SANTA FE

SCHOOL YEARS 2023-2026

With Scheduled Re-Openers April 2026



PREAMBLE

This agreement is made and entered into this 19th day of June for the 2023 through 2026 school years, with scheduled reopeners April 2026, by and between the

Santa Fe Public Schools Board of Education,

located at 610 Alta Vista, Santa Fe, NM 87505,

(hereinafter referred to as the “District”)

and the National Education Association of Santa Fe

located at 2007 Botolph Road, Santa Fe, NM 87505,

(hereinafter referred to as “NEA-Santa Fe” or the “Association”). In the event there are any printing or typographical errors, the actual language will be verified by the Tentative Agreement and the Tentative Agreement shall prevail.

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Article 1 - Recognition

- I. Pursuant to the New Mexico Public Employee Bargaining Act (hereinafter referred to as the “Act”), the Santa Fe Public Schools recognizes NEA-Santa Fe for purposes of collective bargaining as the exclusive representative of a unit consisting of all personnel employed by the Santa Fe Public School system, excluding: supervisors, managers or confidential employees (See Appendix A) and all maintenance, grounds, warehouse and custodial employees.
- II. Unless otherwise indicated, as used in this agreement, the term “employee” means an employee in the bargaining unit defined in Section I above.

Article 2 - Grievance Procedure

I. Purpose

The Association and/or the individual employee or employees may use the grievance and arbitration procedures described in this Article to resolve disputes arising out of alleged violations, misapplications and/or misinterpretations of provisions of this Agreement, Board of Education policies, and rules and regulations of the District and/or alleged inequitable biased or unfair practices or worksite procedures.

II. General Provisions

A. Right to Representation and Association Involvement.

1. A grievant has the right to Association Representation at all levels of the Grievance process.
2. The Association has the right to be present and make its views known at any meeting or hearing over a grievance brought by an individual employee or groups of employees. The grievant is responsible for notifying the Association President or Employee Rights Chair of the intent to file a grievance and is responsible for providing the Association with a copy of the grievance.
3. Either party may engage any person designated by the District or Association to be its respective representative at all levels of the grievance and arbitration process.
4. The Association or District must notify the other party with 24-hour advance notice if legal counsel will be present.

B. Records

1. All documents, communications, and records dealing with grievances shall not be included in employees' personnel files, unless specifically requested in writing by the employee.
2. A memo documenting approved accommodations, particularly those related to ADA, arising from a grievance may be placed in the employee's personnel file with no reference to the grievance. A copy of this memo will also be given to the employee.

C. Non-discrimination

It is a violation of this Agreement for any party to take adverse action against any person based on participation in this grievance and arbitration process.

D. Time and Place

1. Grievance hearings will be mutually scheduled at such times and places so as to be the least disruptive to the educational process or to minimize disruption to the employee's regular workday.
2. Grievance hearings may be scheduled during the employee's prep time if the employee agrees and can also find Association representation of the employee's choice during that time.
3. Grievant(s), their designated representatives, witnesses, and supervisors will incur no loss of pay, or other benefits as a result of their participation in a grievance hearing.

E. Grievance Format

1. Grievances shall be filed on the grievance form set forth in Appendix D of this Agreement, or written in the same format as set forth in the form. Grievance forms are also available on the district Intranet. Grievances shall include:
 - a. specific language in this Agreement that the grievant alleges the District to have violated;
 - b. a concise description of the alleged facts and circumstances giving rise to the grievance;
 - c. any specific past practice alleged to be violated;
 - d. specific relief requested;
 - e. any supervisor or manager involved;
 - f. the signature(s) of the individual grievant(s) or the Association Representative (AR);
 - g. any relevant attachments or supporting information; and
 - h. as a grievance advances from one level to the next, the stated facts cannot change, nor can the relief sought be changed, unless new information is discovered after the date on which the original grievance was filed. Assertions made in response to the denial of a grievance will not be considered new facts.
2. An original and two copies of grievances shall be filed, and all shall be stamped upon delivery to the grievant's immediate supervisor or the Superintendent's office.
3. The original copy shall be retained by the immediate supervisor or

Superintendent's office. Two copies are returned to the grievant and a copy shall be delivered by the grievant to the Association's Employee Rights Chair.

F. Confidentiality

1. The District agrees to keep all grievance documents and proceedings confidential. This in no way shall prohibit the District or Association in the exercise of their respective legal rights, which would include interviewing employees, students, parents, or other individuals.
2. The Association shall be responsible for contract administration and related communications as the exclusive representative for employees.
3. A grievant may waive in writing his/her right to confidentiality.

G. Relevant Information

In order to intelligently represent and resolve an employee's grievance, the Association and the District have the right to obtain information and files, not privileged, relevant to an issue raised by the grievance upon initiation of the employee's grievance.

III. Procedure

The number of days indicated at each step shall be the maximum and every effort shall be made to expedite the process. However, time limits specified will be extended or shortened if mutually agreed to in writing (including via email) by both parties.

A. Informal Level

1. The parties recognize the mutual benefit to informal resolution of disputes at the lowest level and encourage parties to attempt to resolve disputes informally without resorting to the formal grievance procedures described in this Article.
2. An attempt at informal resolution is not a precondition for resorting to the formal processes described in this Article; however, the parties encourage use of the informal process.
3. At this stage there could be a meeting to discuss the issue of concern to attempt a resolution.
4. Bargaining unit employees who are involved shall have the right to Association representation.

B. Level One

1. An individual employee or group of employees, or a representative of the

Association acting on their behalf, may file a grievance with the immediate rise to the grievance, in accordance with the format described in Section II E of this Article, within twenty (20) working days of the date the employee(s) knew or should have known of the alleged violation giving rise to the grievance. An ongoing act can be discussed within 20 days of the latest occurrence, provided it is related to a pattern or practice of wrongful acts. Individual employees may bring Level One grievances without the involvement of the Association; in such cases, the Association must be notified by the grievant and provided with a copy of all grievances filed by the employee.

2. The SFPS representative, such as the principal or immediate supervisor, shall meet with the grievant within ten (10) working days of receipt of the grievance to attempt to resolve the grievance.
3. The recipient of the grievance shall provide the grievant with a written disposition of the grievance and a copy of such disposition to the Association within ten (10) working days of such meeting.
4. If the Association and grievant are dissatisfied with the resolution at Level One, they may proceed to Level Two, as described below.
5. Further, if the District fails to meet or provide a written disposition within the periods described above, the grievance shall be considered automatically appealed to Level Two, and the grievant will file in accordance with III C, below.
6. The Association and District strongly discourage employees from bringing legal counsel to informal or Level One meetings. The Association and the District have a mutual interest in resolving issues at the lowest level.
7. If a situation affects a group or class of employees across more than one work site, or a group of employees at one site, the Association may file a grievance within twenty (20) working days of the act or discovery of the act that caused the grievance, at the appropriate supervisory level, above the site supervisor(s). If the appropriate supervisor for the issue does not exist, the Association may file the grievance as a Level Two grievance.
8. A Level One grievance will be presented to the immediate supervisor if the remedy sought is within the authority of the immediate supervisor. If it is a remedy over which the immediate supervisor has no authority, it will be presented as a Level Two grievance to the administrator responsible to remedy the grievance with a copy given to the principal or other immediate supervisor.

C. Level Two

1. When the Association is dissatisfied with the resolution at Level One, it may file a Level Two grievance with the Superintendent or designee. An individual employee may file a Level Two grievance only at the Association's discretion and

within ten (10) working days of the date of the Level One disposition. A Level Two grievance must be signed by the NEA-SF Employee Rights Chair or NEA SF President.

2. The Association and the grievant, and Superintendent, or designee, shall meet within ten (10) working days of the date of receipt of the Level Two Grievance. The Superintendent or designee shall issue a written disposition of the grievance within ten (10) working days of the meeting. If the grievance has not been resolved to the Association's satisfaction, the Association may submit the issue to Level Three or arbitration within twenty (20) working days of the date of the receipt of the disposition. Further, if the Superintendent or designee fails to meet or provide a written disposition within the time periods described above, and does not request an extension in writing, the Association may file for arbitration, as if the response was timely provided.

D. Level Three

1. Grievance of Board Policy - Level Two decisions involving grievances alleged to be violations, misinterpretations or misapplications of the Board of Education policies or the Collective Bargaining Agreement can be moved forward to a Level Three grievance in accordance with the following procedures:
 - a. If the Association is not satisfied with the disposition of the issue at Level Two, the Association, with the grievant, may appeal to the Board of Education through the Superintendent. The Superintendent or designee will notify the Association Employee Rights Director that the appeal has been submitted to the Board. A Level Three grievance must be signed by the NEA-SF President.
 - b. The Level Three Grievance must be submitted to the Superintendent within twenty (20) working days after the decision has been rendered at Level Two.
 - c. Within twenty (20) working days of the receipt of the Level Three Grievance, the Association and the grievant and his or her representative will be notified regarding the acceptance of the Level Three grievance, and if accepted will schedule a date where the Association may appear before the Superintendent and the Board of Education to present their position and respond to questions. Such a meeting should occur within 30 working days from the time of the receipt of the grievance.
 - d. The grievant and NEA-Santa Fe shall be notified in writing, including by email, of the Board's decision within twenty (20) working days of the meeting to hear the Level Three Grievance.

2. Arbitration

The Association may initiate arbitration if not satisfied by the disposition of a Level Two or Level Three grievance by filing a demand for arbitration. Such

demand for arbitration shall be made in writing to the Superintendent as provided in Rule 7 of the American Arbitration Association (AAA) Labor Arbitration Rules, which rules are available from the Association, the District, or at www.adr.org. The AAA rules shall apply to all arbitrations held pursuant to this Article. The decision of the arbitrator shall be final and binding upon both parties, and shall be an award, within the meaning of the New Mexico Uniform Arbitration Act, NMSA, Section 44-7-A-1, et seq. It is recognized by the parties that a public arbitration hearing will make the grievance material public information.

Article 3 – Differentiated Autonomy and School-Based Decision Making

I. Shared Decision Making

Shared decision making is a process that can ensure the effective implementation of the District's plan for student success. The process is based on the democratic discussion of priorities for allocating resources and for making decisions. The District and the Association recognize that shared decision-making arrangements can foster the collegial exchange of ideas and information that is necessary for effective professional practice and can improve the education process. Such arrangements also help students achieve their full potential by moving decision making closest to the students served. Shared decision making further assures that all individuals involved in the process of educating students have a voice in the discussion. Research shows that employees who are involved in the decision-making process are more successful in achieving the goals of the organization and that families who feel heard by the educational establishment are more active in the education of their children and more supportive of the goals and practices of the institution. Accordingly, it is the official policy of the District and the Association to encourage the development and implementation of school-based decision-making arrangements in the Santa Fe Public Schools.

II. Organizational Structure

A. School Advisory Councils. In accordance with House Bill 212aa (2003), NMSA 22-5- 16 (1978) and Board of Education Policy 602, each public school shall create a school advisory council ("SAC") to assist the school principal with school-based decision making and to involve parents in their children's education. SAC membership shall reflect an equitable balance among school employees, parents and community members.

1. The SAC shall:

- a. work with the school principal and give advice, consistent with state and school district rules and policies, on policies relating to instructional issues and curricula and on the public school's proposed and actual budgets;
- b. develop creative ways to involve parents in the schools;
- c. where appropriate, coordinate with any existing workforce development boards or vocational education advisory councils to connect students and school academic programs to business resources and opportunities; serve as the champion of students in building community support for schools, and encouraging greater community participation in the public schools; and
- d. ensure that provisions regarding parental involvement in the Every Student Succeeds Act (ESSA) are implemented.

2. A decision made by a SAC or its subcommittees shall not be in conflict with this

Agreement unless the Association and the Superintendent agree to negotiate an MOU in response to a waiver request as provided in section IV of this Article.

- B. SAC Subcommittees. The members of the School Advisory Council shall create subcommittees which may be time-limited or ongoing depending upon the nature of the work addressed.
1. Purpose: The purpose of the subcommittees will be to actively participate in the formation of individual school and district procedures, in accordance with Board of Education policy, concerning academic and professional matters, including, but not limited to, the following:
 - a. Curriculum, assessment and instruction; Professional development; Behavior management and discipline policies; School improvement plans, including the analysis of school and student performance data to be used to improve student achievement;
 - b. Scheduling models;
 - c. School-wide interventions for groups of students; Local school processes for grading and reporting, parent communication, including expectations for online communication, and other tasks that enhance student learning.

The members of the SAC or its subcommittees will also act as the official representative of the school community in academic and professional matters, and will represent the views of the school community to the faculty and staff, school administration, District administration, school board and community.

Procedures developed by the subcommittees will be aligned with the District's Educational Plan for Student Success (EPSS).

2. Operating Procedures. The SAC and its subcommittees will operate according to a set of school-specific procedures that have been approved by a majority of all staff at the school. A current copy of the Operating Procedures must be on file in the Superintendent or designee's office and included in the school's staff handbook. Operating Procedures shall not conflict with the provisions of this Agreement or Board of Education Policy 602.
3. Communication and Openness. The SAC and its subcommittees will operate in an open manner and their decision-making processes will be communicated to all staff. Meetings of SAC or its subcommittees should be open to any interested staff. The SAC and its subcommittees should design and implement a two-way communication system between staff and members. To increase investment and ownership in decisions, the SAC and its subcommittees will be responsible for gathering input from all faculty and staff for use in making decisions surrounding the areas identified in section II(B)(1) of this Article. Neither the SAC nor its subcommittees is subject to the Open Meetings Act.

4. Relationship to District. The SAC and its subcommittees will be accountable to the District Superintendent and central administration for policies congruent with the strategic development of the District. They are specifically required to construct and ensure the establishment and alignment of student behavior plans, professional staff development plans and other plans for their sites that reflect the strategic direction of the District
5. Composition. Each SAC shall comprise an equitable balance among school employees (certified and/or classified), community members (parents), and at least one community member who represents the business community, if such person is available. The school principal shall serve as an active member. In the event insufficient interest in membership on the SAC is shown as demonstrated by failure to obtain sufficient members, the principal may solicit membership to reflect, as closely as possible, an equitable ratio of categories of members. One middle or high school student may be selected by the SAC members to serve a one-year term as a non-voting member. School employees who serve on the SAC will be elected annually by staff members. All SAC members will serve two-year, staggered terms of office. Subcommittees shall be comprised of SAC members, other school employees and/or community members.
6. Decision-Making Process.
 - a. Guidelines. The members of the SAC and its subcommittees are expected to operate as a single decision-making team, not solely as a group of spokespersons representing constituent groups. The SAC and its subcommittees shall use the following principles to guide their shared decision making: The focus is on meeting the academic needs of students; The people most affected by a decision must be involved in discussions; The SAC and its subcommittees must consider how decisions could impact students, staff and the community; and,
 - b. The SAC and its subcommittees should foster a professional climate by promoting the professional development of staff at the site and building collegial relationships.
7. Consensus. When the SAC or a subcommittee is to make a decision, it is expected that members will try to reach consensus. Consensus, however, need not mean unanimity, nor should all decisions require endless discussion, though every effort should be made to understand the reasoning behind opposing views. On matters requiring a vote, at least 50% of the SAC or subcommittee members must be in attendance to hold a vote. Votes are passed by a simple majority.
8. Manner of Decision Making. Not all decisions will be made in the same way. In addition to decisions made by the members of the SAC acting as a council, there may be times when the SAC delegates a decision to a subcommittee, times when the principal decides with the participation of others, and times when the SAC specifically delegates a decision to school or district administration.

III. Differentiated Autonomy

The District and NEA-Santa Fe recognize the requirement and professional responsibility for diligently working toward moving schools along the continuum of achievement. In order to improve or maintain such schools, it is recognized that broad changes may need to be implemented at individual school sites to align with district goals.

- IV. The parties agree that the SACs should be encouraged to meet to determine and recommend any necessary changes. Changes may include, but are not limited to extra time or additional support for such designated schools, conditions and provisions for extra time to be worked, compensation for required additional time, and professional development for any and all staff at the designated site(s), as well as additions or waivers to/from elements of this contract. Any recommended changes with cost implications must include a source of funding for any changes. No employee will be excluded from the bargaining unit as a supervisory or managerial employee, within the meaning of the Public Employee Bargaining Act, by reason of his/her participation in a school-based decision-making arrangement.
- V. Following the effective date of this Agreement, any and all proposed school-based decision-making arrangements that are contrary to its terms may not be implemented unless and until a waiver is obtained as herein provided.
 - A. Waivers to any provision(s) of this Agreement may be requested individually or collectively by a member(s) of the school/site staff and/or school Council. The waiver request must describe the decision-making process used in considering the need for a waiver and include in as much as possible the specific provision(s) to be waived, the rationale for doing so, and a statement as to the effect the waiver would have on bargaining unit member(s).
 - B. After review and approval in accordance with site or building-level established decision-making procedures, the request for waiver will be received and signed by the school's Association Representative and the principal or site administrator to acknowledge receipt of said request. Copies will be forwarded to the Superintendent and President of the Association.
 - C. Upon receipt of the waiver request, the Association and the District shall negotiate a Memorandum of Understanding (MOU) addressing the issues raised by the request. The meeting to negotiate the MOU will be held no later than thirty (30) days after the school's School Advisory Council (SAC) has met and determined changes needed. All efforts will be made to incorporate the feedback of the School Advisory Councils in the development of the MOU, and changes requested by the SAC shall be bargained in good faith. If a MOU is signed by the parties, it shall be incorporated into this agreement and remain in full force and effect until the expiration of this agreement.
 - D. This article creates a mandatory subject of bargaining, and a failure to reach agreement shall be resolved by measures authorized by Public Employee Bargaining Act (PEBA), up to and including mediation and binding arbitration.

Article 4 – Bargaining Procedures

- I. Not later than sixty (60) calendar days prior to the date this agreement expires, the District agrees to enter into Collective Bargaining with the Association in accordance with the procedures set forth herein in a good-faith effort to reach agreement concerning wages, hours, and other terms and conditions of employment. Such bargaining may, at the request of either party, include any matters covered by this Agreement or any matters not so covered which are legally permissible subjects of bargaining. Any agreement so bargained will be reduced to writing and signed by the District and the Association.

During bargaining the District and the Association will present relevant data and exchange points of view. Traditional, as well as nontraditional, approaches to bargaining may be discussed and agreed upon.

- II. The Superintendent will provide the Association records, data, and general information including a tentative line item budget in a timely manner.
- III. The Association and the Board of Education agree that bargaining schedules will be developed to be as least disruptive as possible to the educational process. However, if bargaining between the Association and the Board is scheduled during a regular school day, the members of the Association's bargaining team will be relieved of all regular duties without loss of pay as necessary in order to permit their participation in Collective Bargaining with the Board's Team.
- IV. The following procedures shall be followed by the parties at such time as an impasse is reached in the bargaining process:

A. Definitions

1. "Impasse" means the failure of the Santa Fe Public Schools and NEA-Santa Fe, after bargaining in good faith, to reach agreement in the course of negotiating a Collective Bargaining Agreement.
2. "Mediation" means getting the assistance by an impartial third party to resolve an impasse between the Santa Fe Public Schools and the Association regarding employment relations through interpretation, suggestion and advice.
3. "Fact-finding" means the procedure following mediation, whereby the Santa Fe Public Schools and the Association submit their differences to a third party for advisory recommendations.

B. Procedures

1. If either party declares an impasse, that party may request that a mediator be assigned to the negotiations. A mediator from the Federal Mediation and Conciliation Service will be assigned to assist unless the parties agree to another mediator.

2. If the impasse continues after a thirty (30) day mediation period, either party may request a list of seven arbitrators from the Federal Mediation and Conciliation Service. One arbitrator shall be chosen by the parties, by alternatively striking names from such a list. Who strikes first shall be determined by a coin toss. The arbitrator shall render a final, binding, written decision resolving unresolved issues no later than thirty (30) days after the arbitrator has been notified of his or her selection by the parties. The arbitrator, in rendering a decision may consider any and all proposals considered during negotiations sessions or may consider other possible resolutions to the impasse. The decision of the arbitrator shall be subject to judicial review pursuant to the standard set forth in the Uniform Arbitration Act.
3. The cost of arbitration and the arbitrator's related costs shall be shared equally by the parties. Each party shall be responsible for bearing the cost of presenting its case.
4. At the agreement of both parties, prior to arbitration, the parties may submit their differences to a fact-finder who shall conduct hearings and submit written findings and recommendations to the parties. Cost of the fact-finder shall be shared equally by both parties.

Article 5 – Organizational Rights and Privileges

I. Right to Address the Board of Education

The Association has the right to address the Board of Education openly at any Board meeting on any matter of interest.

II. Use of District Buildings

The Association and its representatives shall have the right to use District buildings for meetings and to transact business, provided that:

- A. Such meetings are scheduled with the building administrator so as not to conflict with prior scheduled events nor with the instructional process; and
- B. For meetings that, in the opinion of the District, necessitate additional custodial costs or on-call services, the costs shall be borne by the Association at the District's established average rate.

III. Transaction of Association Business

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property with bargaining unit members during the workday, provided this does not interfere with or disrupt instructional time.

IV. Use of Bulletin Boards; Distribution of Information at Sites

The Association shall have the right to post at each worksite notices of activities and matters of Association concern on at least one (1) bulletin board to which all represented employees of the bargaining unit have access. The responsibility to remove notices promptly from the bulletin board after they have served their purpose shall rest with the individual who posted such notices. Mailboxes will be provided for all employees in the bargaining unit. The Association may use employee mailboxes for communication with employees. As a courtesy, copies of Association general communications will be provided to the site administrator at the time they are distributed to unit members.

V. Access to District Information

The District shall make available in a timely manner to the Association:

- A. digital or electronic access to Board of Education agendas and all Board Meeting materials, except materials classified as confidential. Such information shall be made available to the Association at the same time it is provided to Board Members;
- B. end-of-month reports containing the names, job titles and site assignments of new bargaining unit employees and all bargaining unit employees who have separated from the District; and

C. any additional public information requested by the Association.

VI. Dues Deductions

- A. The District agrees to deduct from the salaries of employees dues and fees for the Association and its affiliated parent associations as said employees individually and voluntarily authorize the District to deduct and to transmit the money promptly to the Association. Employee authorizations will be in writing.
- B. The Association will certify to the District in writing the current amount of its membership dues. If the Association changes the amount of its membership dues, it will give the District thirty (30) days written notice prior to the effective date of such change.
- C. Deductions referred to above will be made in twenty-two (22) equal installment payments to be determined by mutual agreement by both parties. An employee desiring to have the District discontinue dues deductions she/he has previously authorized must so notify the Association in writing. When the Association notifies the District of any employees who have initiated or terminated deductions after the start of the school year the change will be processed for the following payroll. Deductions shall continue as authorized unless the Association notifies the District in writing to change or discontinue such deductions.
- D. Dues deduction provisions are effective as long as the Association is the recognized representative of unit employees as per statutory and/or Public Employee Labor Relations Board rules and regulations.

VII. Association Release Days

Upon the approval by the Superintendent or designee, NEA-Santa Fe officers and/or Association representatives, shall be excused from work without loss of pay, for any of the following reasons:

- A. to confer with Board of Education representatives;
- B. to observe a condition related to a grievance;
- C. to assist in the processing of a grievance;
- D. to attend Association conferences and/or trainings; to attend activities related to the state legislature;
- E. to attend District or PED school budget reviews or trainings;
- F. to perform other duties of the Local Association; or
- G. for any other purpose to which the parties have agreed.

For these purposes, the District agrees to grant the Association a total of thirty-five (35) days per school year, unless otherwise agreed to by both parties. Any costs for substitutes for release days that may be granted in addition to those provided herein shall be borne by the Association. The District will not deduct Collective Bargaining sessions from the above grant of thirty-five (35) days.

VIII. Release Days for Association President

The Local Association President shall be granted the equivalent of one (1) full day per month of release, without loss of pay, to conduct Association business including, but not limited to, the following:

- A. to confer with the Superintendent or District staff to resolve issues as identified during Collective Bargaining;
- B. to attend contract implementation committee meetings, School Board study sessions and meetings;
- C. to observe a condition related to a grievance or to assist in the processing of a grievance;
- D. to participate as the representative of the Association at staff and committee meetings;
- E. to explain agreements to employees;
- F. to attend Association conferences or activities;
- G. to prepare for any of the above; or
- H. to perform other duties of the Association.

Other additional release days to which the parties have agreed may be granted. The Local Association President shall be granted partial FTE release time from their position. If so, NEA-SF will fully assume the cost associated up to and including salary, benefits and retirement contribution, or this cost may be assumed by the donation of sick leave days by members of the bargaining unit to cover the partial FTE release.

IX. Use of District Equipment and email Communications

- A. The Association will have the right to use school equipment - including computers, digital or electronic devices, duplication equipment, public address and audio-visual equipment - at reasonable times, provided such use does not interfere with or disrupt the use of such equipment for the original purpose intended. Any incurred cost for consumable supplies shall be borne by the Association.
- B. District email may be used between Association officers and Association Representatives (ARs) to discuss issues of the Association. An AR may also email bargaining unit members at their work site/school regarding meetings, information

relayed from officers, and individual issues with a member at the work site. Such communication needs to be done before or after school or during the duty-free lunch period.

- C. At the beginning of each school year, the Association President and the Superintendent will meet to establish parameters for the Association President to send “ALL DISTRICT” emails.

X. Attendance at New Employee Orientation

The Association will be given the opportunity to attend orientation meetings for new employees for the following purposes:

- A. to distribute information including the recognition status of the Collective Bargaining Agreement;
- B. to provide an introduction to and overview of the Employment Contract collectively bargained by the parties; and
- C. to briefly welcome new employees to the District.

The SFPS district will distribute a welcome letter from NEA-SF and a NEA-SF membership application form to all newly hired employees at the time they are provided with district employment paperwork.

XI. Exclusive Rights and Privileges

Unless required by the Public Employee Bargaining Act or other New Mexico Statute, the rights and/or privileges granted to the Association by this Article will not be granted to any other organization, which purports to represent any of the employee(s) covered by this agreement.

XII. Monthly Meetings

In an effort to strengthen communications and facilitate collaboration on mutual priorities and interests, the Association President and the Superintendent will schedule and conduct regular monthly meetings throughout the year. Further, the Association Employee Rights Chair and designated Human Resources representative will schedule and conduct regular monthly meetings throughout the school year.

XIII. XIII. Participation on District Committees

District committees, subcommittees, task forces, or other such bodies specifically formed to consider, investigate, take action on or report on wages, hours or working conditions violate the rights of exclusive representation and may not be formed. The Superintendent or designee will notify the Association President or designee of any District committee formed to consider matters that may impact terms and/or conditions of employment. The Association may have one or more representatives, selected by the Association, on all such District committees.

Article 6 – Hours and Workload

I. Work Day for Elementary, Secondary and K-8 Staff

A. The regular workday for members of the bargaining unit shall be:

1. Teachers, related service providers, education paraprofessionals, and library paraprofessionals at elementary and elementary portion of K-8 schools - seven (7) hours and thirty (30) minutes, including a thirty (30) minute duty-free lunch, unless otherwise specified in an MOU. Teachers, related service providers, education paraprofessionals, and library paraprofessionals at middle school, secondary and secondary portion of K-8 schools: seven (7) hours and thirty-five (35) minutes, including a thirty (30) minute duty free lunch, unless otherwise specified in an MOU. Teachers, related service providers, educational paraprofessionals, and library paraprofessionals at secondary schools: seven (7) hours and forty (40) minutes, including a thirty (30) minute duty free lunch, unless otherwise specified in an MOU.
2. Educational Paraprofessionals and Education Behavioral Health Assistants are not required to attend staff meetings.
3. Educational Paraprofessionals and Education Behavioral Health Assistants are not required to attend PD outside their contract hours unless they are paid at their daily rate (overtime, if applicable) and the PD training is specifically required for them to perform their job duties.
4. Related Service providers, including but not limited to Physical Therapists, Occupational Therapists, Speech/Language Pathologists, Psychologists, Audiologists, and support staff such as Nurses and Counselors may request working an eight (8) hour day. Consideration will be given to the size and status of student caseload as monitored by the supervisor and appropriate director. If approved by the Superintendent or designee, they will be compensated for the additional hour at their regular hourly rate of pay. Such requests shall not be arbitrarily denied.
5. Secretarial/clerical, technical, and other full-time employees - eight (8) hours, including lunch.
6. Transportation/Student Nutrition employees - See Appendix B.
7. Any employee required to work a contract year containing additional days beyond those stipulated by legislative action or other state requirements, or by agreements between parties, shall have, for each additional contract day(s), an amount of money added to their salary equal to their daily rate of pay as calculated by dividing the contract days into the total annual salary contained on salary schedules incorporated into the agreement. Any mandatory training or professional development, outside of the normal contract or beyond the fourteen

(14) hours of in-service training described in Article 19 of this Agreement, will be compensated at the employee's regular daily or hourly rate as applicable, unless otherwise required or specified by available grant funding.

- B. Employees with a ten (10) or eleven (11) month contract, who work in departments, rather than a school site, shall work when District Offices are open but school sites are closed. The number of extra days of work shall be determined at the beginning of each school year (depending upon the calendar established for each school year) and added in the payroll system to be spread evenly throughout the pay periods. The extra days shall be the number of extra days for which they will be compensated.

C. Inclement Weather

When school is delayed due to inclement weather conditions, employees should take into consideration road conditions. However, as a rule:

1. All employees are expected to present themselves for work no later than two (2) hours after their regular start time unless an alternate time is listed below for certain employee groups. **Refer to MOU Inclement Weather*

For example:

If regular report time is:	Report no later than:
8:00 a.m.	10:00 a.m.
8:35 a.m.	10:35 a.m.

- a. Student Nutrition staff are to report as close as possible to their regular start time on school delay days in order to prepare lunch.
 - b. Transportation Department staff who are Bus Drivers or Bus Assistants are to report two (2) hours later than their regular start time on school delay days.
 - c. Transportation Department staff who are Mechanics are to report between 5:30 a.m. and 6:00 a.m. in order to plow the snow on the bus lot.
2. In the event an employee experiences a weather-related delay and cannot report within the 2-hour delay window, the employee must call the Principal/Director/site secretary to advise that s/he will arrive later and to provide an estimated time.
 - a. Employees who do not report to work on a delayed day will be required to use annual or personal leave, or receive a dock in pay if such leave is not available. The employee may not use sick leave unless they are already ill.
 - b. Time sheets for non-exempt employees should show the normal start time, so that they are paid for their full day. However, bus drivers and assistants should report actual time worked, since they will work their normal routes, but do so with less time between the morning and afternoon routes.

3. On days when school is closed due to inclement weather:
 - a. School site employees, including student nutrition staff and assistants, as well as bus drivers, do not report to work.
 - b. All other employees are to report no later than 10:00 a.m.
4. Transportation employees who work in the shop or in the office are to report no later than 10:00 a.m. on days when school is canceled.
5. In cases where arrangements have been made for sick/annual leave:
 - a. No employee who is absent will be required to arrange for his/her own substitute, although an employee's preference for doing so may be honored.
 - b. When employees determine they are unable to attend work, they are required to report that absence to the substitute system in order to secure a substitute, if necessary, and to report the absence for the purpose of managing leave time. See Article 9 Section III Paragraph A.

II. Work Year

A. Employees hired:

1. on an academic year basis will not exceed one hundred eighty two (182) days;
2. on an extended academic year basis will not exceed two hundred (200) days;
3. on an eleven (11) month basis will not exceed two hundred twenty (220) days; and
4. the work year of employees employed on a twelve (12) month basis will be two hundred sixty (260) days.

B. The "work year" will include days when students are in attendance, orientation days, in-service days, conference days, and any other days when employees are required to work.

C. There will be two non-instructional days, exclusive of the required one hundred seventy five (175) "instructional" days at the start of each school year. Within these two (2) consecutive days all principals may only utilize up to two (2) hours for returning faculty and an additional hour for teachers new to the district or a particular school site, team leaders, department chairs, and/or grade level lead teachers, etc., who will be responsible for disseminating additional information to colleagues. The remaining time will be dedicated for planning, preparation, and classroom set-up, exclusive of District-wide or District, faculty and department meetings. In-service days are considered instructional days and employees are expected to report to work.

For the 2024-2025 contract year only the work calendar will be extended not to exceed 182 days total. Contract year includes a total of three days dedicated for planning, preparation and classroom setup, exclusive of district-wide or district, faculty and department meetings. Wages and compensation for all employees will be adjusted and paid at their hourly/ daily rate for all additional days beyond current work days outlined in the CBA.

For the 2024-2025 school year the district will implement an instructional calendar that will include one hundred seventy five (175) instructional days with six additional days for planning, professional development and parent teacher conferences with a weekly early dismissal for secondary students to allow for one hour of planning and one hour of professional learning communities (PLCs) or professional development. The first hour is for teacher planning; the second hour is for PLCs or professional development.

D. The parties recognize that participation in activities outside the regular duty day is normally the voluntary professional responsibility of employees. However, there may be occasions when an employee may be required to report for work for such activities when deemed necessary by the Superintendent or designee. If so:

1. Employees may be required to report before or remain after the regular work day without compensation, to attend faculty or other professional meetings for no more than one (1) hour no more than twice per month. Part time employees and art/music teachers are encouraged to attend these meetings whenever possible.

Open house meetings and curriculum nights are part of an employee's professional responsibilities and count toward staff meeting hours.

2. Middle and High School teachers shall not be required to teach more than two separate subject areas or three different courses within the same subject area (commonly referred to as “preps”) within one school year teaching assignment. The purpose of this limitation is to ensure that teachers have adequate time to prepare quality instruction.
 - a. This provision may be waived by individual employees as provided below. It is the employee’s choice to voluntarily and freely agree to a waiver, without being subject to coercion from or retaliation by a principal or administrator. The employee may request Association representation when discussing a requested waiver with the principal or administrator.
 - b. The primary purpose of this waiver provision is to permit middle and high school teachers to develop and offer new elective courses.
 - c. A Level One teacher may not waive this provision in their first or second year of teaching.
 - d. All teachers who elect to waive their rights under this provision must sign a

waiver form to teach more than two separate subject areas or three different courses. The appropriate waiver form can be found in Appendix F of this agreement.

- e. If a school's master schedule makes it likely that one or more teachers will need to teach more than two separate subject areas or three different courses within the same year, the principal or other administrator at the school may address the situation at a meeting of general staff, department, team or subject specific group. A principal or other administrator may ask for volunteers in the meeting. After such a group meeting, the principal or other administrator may work with individual teachers regarding their schedules. Under no circumstances will a principal or other administrator approach an individual teacher with a request or suggestion to teach more than two separate subject areas or three different courses within the same year, prior to a meeting of general staff, department, team or subject-specific group.
- f. This provision does not apply to Special Education teachers in:
 - i. self-contained classrooms;
 - ii. co-taught classes on collaborative, multidisciplinary teams;
 - iii. pull-out positions such as Behavior Support, KIVA, Medically Fragile, Life Skills; and pull-out resource Math or pull-out resource English Language Arts.

- 3. New employees of the District may be required to attend an additional sixteen (16) hours of training/orientation or professional development, paid at the base rate of pay for the employee group. (For teachers and related service providers, this means the hourly rate for Tier I, BA+0+0 regardless of licensure level or years of experience.) These hours are reported on a timesheet and paid as supplemental pay. Should a conflict arise between this provision and the Fair Labor Standards Act (FLSA), the Act will control.

- E. The calendar of the current school year is established and published each year before the end of the prior school year.
- F. Employees will be notified in advance as part of the hiring process of the need to have a private vehicle for district use, if necessary. No current employee will be penalized for failure to provide a private vehicle if it is not in their job description.

III. Employees will be guaranteed a minimum thirty (30) minute duty free lunch period as required by law. Passing time to and from the lunch area must occur outside of the 30-minute lunch period.

IV. Lunch and Planning Time

- A. Classroom teachers will, in addition to the legally guaranteed lunch period, have a

minimum of five (5) hours of duty free planning time per week. Planning time is defined as time spent in preparing instruction. In addition to preparing specific daily instruction, planning at all levels may include working with data for instruction, designing differentiated instruction, working with curriculum, planning interdisciplinary lessons, or sharing teaching strategies as the individual teacher determines appropriate for classroom needs. It may include grade level teams, content teams, or other group structures. For elementary teachers, the five (5) hours will be in minimum increments of thirty (30) minutes. Employees who are less than a 1.0 FTE will have their planning time prorated by the percentage of an FTE for which they are hired. (See table below.) If for any reason elementary classroom teachers, including K-8, are not allowed the full five hours of prep time per week, they are compensated their hourly rate of pay for missed prep time.

Art, Music, P.E. and Technology teachers at all levels will receive at least the same number of hours for planning and preparation as outlined below. Duties should not exceed the number of duties required by the regular classroom teacher, and all duty assignments must comply with Article 7, Non-Instructional Duties, if Art, Music, Physical Education (P.E.) and Technology teachers work at more than one school.

FTE	Planning Time Per Week
0.1	30 minutes
0.2	1 hour
0.3	1 ½ hours
0.4	2 hours
0.5	2 ½ hours
0.6	3 hours
0.7	3 ½ hours
0.8	4 hours
0.9	4 ½ hours
1.0	5 hours

* Note: FTE and planning time will be determined by the percentage of the time the employee works per day.

- B. Elementary teachers shall not be required to attend staff meetings, grade level meetings or professional development during daily scheduled preparation time. Elementary teachers will not lose their prep time as a result of district-scheduled parent-teacher conference days. If a teacher is required to attend an IEP or SAT

meeting during prep time, they will be notified at least two (2) work days in advance of the meeting day and shall be compensated as required by Article 6.IV.4.a. Ordinarily such meetings should be limited to no more than two in any four- week period. See Article 29 IV.

1. For Elementary teachers working in schools with a half day instruction schedule for students, one (1) hour of the remainder of the employee work day will be allocated for teacher preparation time. Friday half-days will include one hour teacher planning and one hour for PLC's.
- C. For secondary school teachers the five (5) hours is exclusive of common/team/ department planning time.
- V. Exceptions to provisions I (B), II (C), III or IV above may be made only in cases of emergency as determined by the Superintendent or designee.
 - VI. Waivers of hours and/or workload other than those addressed in this Article may be granted as per the waiver procedure outlined in Article 3, School Based Decision Making of this agreement.
 - VII. Substituting:
 - A. Education paraprofessionals and library paraprofessionals have the option to substitute for certified teachers at the request of the site administrator. An education paraprofessional who substitutes for an absent teacher in excess of thirty minutes shall be paid an hourly differential of \$14.00 per hour for the substituted hours.
 - B. Counselors and other ancillary staff may not be asked to substitute or teach classes independently, except in cases of emergency. Substitutes will be requested for Elementary Music, Art and P.E. teachers and nurses who are absent from their duties.
 - C. Substitutes may be requested for absent secretaries.
 - VIII. Art, Music, Physical Education, Technology & Library Scheduling
 - A. Art, Music, P.E. and Technology teachers will have a regularly scheduled minimum class length of 60 minutes. Certified Librarians may be required to provide 30 minute library sessions for students in grade kindergarten through third grade.
 - B. If Art or Music teachers travel between schools, efforts to arrange their schedules should be made so there is no unscheduled time in the middle of the day. The schools should attempt to either start them early and end early or start their schedule later and have them work through the normal end of day.
 - IX. Parent Teacher Conferences
 - A. School sites may, in collaboration with a majority of teachers, select hours for parent

teacher conferences that are outside the normal work day. Examples of this might be 11:30 a.m. to 7:00 p.m. or 12:30 p.m. to 8:00 p.m. in order to better accommodate parent work schedules and increase parent participation.

X. Library Teachers

- A. Middle school, high school and community school library teachers will be available throughout the instructional day to assist classroom teachers who bring their students to the library. Certified Librarians may be required to provide 30 minute library sessions for students in grade kindergarten through third grade. They will not be independently assigned a roster of students to teach a class that meets regularly as part of the school day schedule, unless mutually agreed to pursuant to the waiver provision in Section II (D) of this article.
- B. Library teachers are entitled to planning time on the same basis as other teachers. The time allowed to library teachers for library administration will be a minimum of one week, in accordance with the provisions of the SFPS approved Handbook for Librarians.
- C. One Library Media Specialist, who is a current district employee, will receive a .2 FTE release (the equivalent of 7 hours per week) to assist in the maintenance of school site library collections as well as in the training of librarians and library assistants district wide. The selection of this employee shall be made by supervisor of district librarians, Associate Superintendent of Teaching and Learning or designee.

Article 7 – Non-Instructional Duties

The District and the Association acknowledge that an instructional employee's primary responsibility is to provide instructional services. The parties agree to the following framework and conditions for determining (1) the length of employee lunch periods, and (2) the eligibility of employees for assignment to noon duty.

I. Instructional Personnel

- A. All instructional personnel (i.e., licensed school instructors, education paraprofessionals and librarians/library paraprofessionals) shall be provided a duty free lunch period of no less than thirty (30) minutes unless provided for herein. The lunch period may be lengthened at the discretion of the school unit or work site. Noon duty assignments may be given to teachers and librarians only with the employee's permission and shall be compensated by the amount set annually by the Board of Education and the Association.
- B. Education paraprofessionals and other non-teaching staff may be assigned to noon duty. Noon duty will be considered to be part of the regular work assignment and will not reduce the agreed-upon lunch period and will not cause the employee to work beyond the normal workday or workweek. If an employee agrees to a daily noon duty assignment and the extension of the work day by a total of thirty (30) minutes before and/or after the contract hours, such employee will be paid for one noon duty session. A written agreement, between principal and employee, which includes the revised work hours, shall be sent to Payroll. The pay for this additional duty will be paid as Supplemental Pay with a timesheet submission. Employees may not cover more than one noon duty session in a day, unless there is an emergency.
- C. In order to assure the safety and supervisory needs of students and a school are met, at the request of a principal, the ability to provide supervision will be reviewed by the Superintendent or designee and if determined necessary, an allocation for noon duty pay made. In such cases, employees, for whom the lunch period is reduced, will be paid in accordance with the district rate of pay for noon duty. If such duty assignment reduces for any such employee the lunch period time allocation applying to all instructional personnel in that school, the employee shall be compensated at the district rate of pay for noon duty.
- D. Nothing in this Article shall be construed to diminish the responsibility of Licensed school instructors, education paraprofessionals and librarians/library paraprofessionals or any staff to take needed action at any time to ensure an orderly atmosphere and to enforce school rules nor shall it be construed to reduce a building administrator's authority to assign such personnel to a temporary or rotating duty assignment at any time due to extenuating circumstances or during an emergency. Any employee assigned to duty will complete the duty even in the event the duty goes beyond the normal duty day. In such cases, the employee may request an adjustment in hours during the following five (5) workdays in order to assure that no more than thirty-five (35) hours are worked in a given five (5) day work week period.

II. Secretarial Personnel

All secretarial personnel shall be provided a lunch period of identical length as determined in individual school units or work sites, but with the provision that it must be at least thirty (30) minutes duty-free. Secretarial personnel staff may voluntarily agree to work noon duty at their school site supervising students in the cafeteria and/or during recess. In cases when this duty entitles them to overtime pay they shall be paid time and a half at their hourly rate for any time worked beyond forty (40) hours per week.

- A. Secretaries may voluntarily waive their right to a thirty (30) minute duty free lunch to work noon duty supervising students in the cafeteria and/or during recess. These employees shall be paid premium pay in the amount of \$13 dollars per hour which shall be in addition to their regular hourly pay for the time they perform this work.

III. Other Duties

Employees will not be routinely required to perform custodial duties unless waived by the procedure outlined in Article 3, Differentiated Autonomy and School Based Decision Making, or transport heavy equipment (excess of thirty (30) pounds) from one destination to another in their personal vehicles without assistance.

Teachers who are assigned to more than one school during a day shall not be required to perform bus and other duty assignments during those days. Further, to avoid multiple duty assignments and rotation schedules for teachers assigned to more than one school, said teachers will be required to perform bus and other duty assignments at only one of the schools they serve.

IV. Dispensing Medication

Principals shall ensure that proper precautions are taken in the dispensing of all medications to students. When practical, available medical personnel shall be utilized. Non-licensed staff shall not be required (but may be allowed) to dispense medication, except in cases of emergency or extenuating circumstances.

Article 8 – Reduction-in-Force (RIF)

- I. In the event it becomes necessary to reduce the number of bargaining unit work force, the following provisions shall apply:
 - A. The Superintendent shall first determine the number and type of positions to be reduced and will advise the Association of the possible impact.
 - B. Prior to initiating the RIF, the Superintendent will, if possible, attempt to absorb the necessary reductions through attrition.
 - C. The District will notify the Association of its intent to initiate a RIF at least thirty (30) days prior to the effective date of the RIF. The exception is at the end of a contract year, in which case the fourteen (14) day cut off for re-employment shall apply. The District will work collaboratively with the Association regarding the plan for implementing any RIF and explore possible alternatives.
 - D. Employees with less than three (3) years of continuous full-time service shall be laid off in accordance with the seniority in their respective positions or category of employment. The Superintendent reserves the right to make all final decisions.
 - E. Employees with three (3) or more years of continuous service with the District shall be laid off on the basis of seniority. Said employees may only be laid off if RIF requirements are not met through normal attrition or the release of employees with less than three (3) years of continuous service and only if there is no available position for which the employee qualifies.

Qualifications shall be determined by:

1. Licensure/endorsements - employees with licenses for multiple years will have priority to maintain their employment over those with a one-year license or employees on a waiver.
 2. Verifiable experience or demonstrated performance regarding required skills stated on the job description for available positions.
 3. Verifiable extracurricular or co-curricular needs.
- II. The Superintendent shall provide the personnel affected by reduction in the number of personnel employed or by the discontinuance of a particular type of service with a written statement of honorable release and reason thereof.
 - III. If the Superintendent employs new personnel, those employees who were laid off are subject to first recall, providing the individual(s) meet(s) the job qualifications of the open position(s) and any other qualifying requirements. Qualified candidates shall be offered re-employment in the reverse order of layoff, providing the individual(s) meet(s) the licensure requirements for the available position(s). In order to expedite the

re-employment process, former employees are requested to keep their contact information and licensure/qualifications current with the District. The recall list shall be maintained by Human Resources for the Superintendent for a period not to exceed two (2) years, unless he/she:

- A. Waives his/her recall rights in writing;
 - B. Fails to accept recall to a position for which he/she is qualified; or
 - C. Fails to report to work in a position that he/she has accepted within five (5) days after receipt of the notice of recall, unless such employee is sick, injured or if the work year has not yet begun. Thereafter, an employee shall lose his/her right to recall.
- IV. All employees laid off pursuant to a necessary reduction in force shall be placed on the substitute list of the District, provided that a written request for such placement is made by the affected employee.
- V. Seniority, for the purpose of this Article, shall be based upon the employee's continuous length of service with the District within the bargaining unit. Time spent on an unpaid leave of absence or in a position outside the bargaining unit shall not count towards seniority, but shall not constitute a break in service.
- VI. All benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave, and which remain in existence will be restored to him/her return to active employment, and s/he will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education. An employee will not receive credit on the salary schedule for time spent on layoff nor will such time count toward years of service.

Article 9 - General Leave Provision

I. Personal Leave

- A. Up to five (5) days of accrued Sick Leave may be used each year for personal legal, religious, business, household or family matters which require absences during school or work hours. The applicant for such leave will not be required to state the reason for taking such leave other than that he/she is taking it under this Article of the Agreement. When personal leave is to be taken, notice to the employee's principal, or other immediate supervisor, will be given at least twenty-four hours in advance, except in cases of emergency. Employees requiring a substitute will contact the substitute system immediately. Written approval (including electronic) or through the substitute system must be obtained from the immediate supervisor for days before and after holidays.
- B. Personal Leave Preceding and Following a Scheduled Holiday: Approvals for Personal Leave may be limited to no more than 10% of the staff at a school site on the days preceding and following a scheduled district holiday, except in the case of an emergency. These approvals will be granted on a first come, first served basis and comply with Subsection I. A. Employees will submit a written dated request or email to their immediate supervisor who will maintain these records to ensure compliance with this provision. If leave is denied, and the employee does not report to work, the day(s) will be without pay unless medical certification is provided so that use of sick leave may be considered.
- C. School site employees may not use Personal Leave during the actual mandated standardized testing days at their school site without principal approval.

II. Professional Leave

- A. Leaves of absence without salary deduction may be approved by the Superintendent or designee upon recommendation of the employee's immediate supervisor for attendance at meetings and conferences, visiting other schools, or other purposes that are considered beneficial to the instructional program and School District. Requests for such leave require prior written or electronic approval by the immediate supervisor and the Superintendent or designee. Consideration will be given to employees for professional leave in order to meet PDP or PGP goals or to advance in licensure.
- B. Opportunities may exist for employees to request paid professional leave for special circumstances that will benefit their professional goals and district programming. An application for this leave will be available from the office of the Deputy Superintendent to be completed and submitted by the applicant no less than 30 days prior to the start of the requested leave. Approval of the requested leave will be determined by the Deputy Superintendent.

III. Sick Leave

Sick Leave benefits are designed to provide income continuation when an employee is temporarily too ill to report to work.

- A. Sick Leave requests must be made no later than 7:00 a.m. to the substitute system when needed. All sick leave requests made after 7:00 a.m. must: 1) be called into the substitute system by the site Secretary, and 2) reported to the immediate supervisor by the employee by calling either his/her district cell phone or the school site's telephone. Supervisors are responsible for recording/documenting Sick Leave usage.

Sick leave requests for the Transportation employees must be made not later than 6:00 a.m. for the beginning of the morning routes and 1:00 p.m. for the beginning of the afternoon routes. Calls will be made to the Transportation Dispatcher.

- B. Compliance with The Family Medical Leave Act (FMLA)

The Family Medical Leave Act is a federal law in effect since 1993. It provides qualified employees with up to twelve (12) weeks of unpaid, job protected leave a year for medical conditions and requires group health benefits to be maintained during the leave. The FMLA requires employers to make a determination as to whether an employee taking leave is eligible for FMLA. In compliance with FMLA law, all employees are responsible for notifying their immediate supervisor, and Human Resources through the applicable system for their position, of absences that exceed three (3) consecutive days for the period of incapacity relating to the same condition, so that a determination may be made regarding eligibility for FMLA for such absence from the first day of absence.

Calling in sick without providing this information will not be considered sufficient notice to trigger the District's obligation under FMLA.

- 1. Foreseeable Sick Leave

- a. The employee must notify his/her supervisor and Human Resources, generally thirty (30) days in advance, or as soon as practical, normally within two (2) business days after learning of the need for time off.
 - b. The employee shall use the Request for Leave form provided by the District which initially provides sufficient information for Human Resources to reasonably determine whether the FMLA may apply to the leave request. This form is accessible online.
 - c. Once Human Resources determines whether or not the use of Sick Leave qualifies for FMLA, the employee will be notified as follows:
 - i. If FMLA applies, a medical certification form will be provided to the employee for completion by a licensed health care provider to comply with FMLA regulations; or

- ii. If FMLA does not apply, the employee will be advised of the determination and other options will be discussed.

2. Unforeseeable Sick Leave

- a. On the first day of a need for sick leave, the employee must notify his/her supervisor through the applicable system for his/her position. In cases where emergency medical treatment precludes this, the employee (or designee) must provide notification as soon as practical.
- b. The employee shall use the Request for Leave form provided by the District which initially provides sufficient information for Human Resources to reasonably determine whether the FMLA may apply to the leave request. This form is accessible online.
- c. Once Human Resources determines whether or not the use of Sick Leave qualifies for FMLA, the employee will be notified as follows:
 - i. If FMLA applies, a medical certification form will be provided to the employee for completion by a licensed health care provider to comply with FMLA regulations; or
 - ii. If FMLA does not apply, the employee will be advised of the determination and other options will be discussed.

C. Ways employees earn Sick Leave

<u>Contract Length</u>	<u>Total Days Annually*</u>
9 month	10 days
10 month	11 days
11 month	12 days
12 month	13 days

* Each year, four (4) days of Sick Leave may be used as Personal Leave. At the end of each year any unused personal days convert to sick leave days and are included as accumulated Sick Leave days.

At the beginning of the employment period or contract, each employee shall be credited with a total sick leave allowance provided by this Section, prorated as necessary for late hires. The unused portion of such allowance shall accumulate from year to year, with no maximum limit. Should employment terminate during the contract year, used but unearned Sick Leave or Personal Days will be deducted from the employee's final pay.

- D. Sick Leave accrual applies only to a regular contract assignment. Summer school employment is not a part of a regular contract and is therefore not covered by the Sick Leave policy.

- E. All first year bargaining unit members shall be entitled to one (1) sick leave day in addition to the days provided in Section III (B) above. The additional day will be provided on the condition that all Sick Leave days have been used. The additional day may not be used for personal leave. Referenced employees must initiate the request for the additional day in writing, stating the reason for the request and send such request to Human Resources for review and approval. The use of email is adequate for this purpose.
- F. Employees shall make every effort to schedule medical and dental appointments during non-work hours. In those cases where this is unavoidable, Sick Leave may be used for such appointments
- G. In the case of excessive absenteeism or a pattern of absences, the supervisor may request a health care provider's note. Misuse of Sick Leave is considered payroll fraud according to New Mexico state law.
- H. Sick Leave Pertaining to Family Members:
 - 1. Dependent Family Members: Up to ten (10) days of the employee's accrued Sick Leave may be used during the illness or injury of the employee's spouse/ partner, or her/his dependent child. Sick Leave may also be used, with the prior approval of the Superintendent or designee, for illness of other relatives, provided that the relative who is ill is living with the employee or is dependent upon the employee for her/his care. After ten (10) days of absence the employee will notify the supervisor and/or the Superintendent in writing if additional time is needed to care for any of the above relatives. Approval is required for additional use of Sick Leave and the employee must have accrued days available to care for any relatives.
 - 2. Non-Dependent Family Members: Up to a maximum of five (5) days, within a school year period, of accrued Sick Leave may be used with the prior approval of the Superintendent or designee by an employee for the care of seriously ill parents or children not living with or dependent upon the employee. Such requests shall be made in writing and are subject to the approval of the Superintendent or designee.
- I. Sick Leave benefits shall not be paid during any period for which an employee is eligible for Workers' Compensation payment as referenced in the Workers' Compensation Act. Employees may use Sick Leave for the required waiting period before Workers' Compensation benefits commence.
- J. Employees Returning to Work after Retirement:

Employees exercising the Return to Work Plan under the NMERB will be credited sick leave days in the same manner as a new hire.

IV. Sick Leave Bank

- A. The purpose of Sick Leave Bank is to assist employees who receive Sick Leave benefits with income continuation when they have exhausted all accumulated Sick Leave and Personal Days, (and Annual Leave if applicable) and have suffered an illness, injury or condition of an extraordinary or severe nature, as certified by a licensed health care provider.

A medical condition is considered to be extraordinary or of a severe nature if it is a debilitating illness or injury that requires hospitalization, continued treatment or home confinement, especially when such is non-elective, as verified by a licensed health care provider that results in the employee's inability to work. Examples include, but are not limited to, major surgery, cancer, heart attacks and so forth. Illnesses such as a common cold, the flu, ear aches, upset stomach, sprained ankles, minor or elective surgery or infections, routine dental or orthodontic problems are examples of conditions that do not qualify. Normal pregnancy/delivery and the six or eight-week normal recuperation period after childbirth do qualify. Complications due to pregnancy and/or childbirth also qualify.

Criteria for eligibility for use of the Sick Bank Leave are explained in Subsection IV (D) below.

- B. Employees may only join at the time of hire or during the annual open enrollment at the beginning of the school year. Participation is strictly voluntary. Once a member, membership continues with the amount of the original annual donation days elected, until such time that the employee opts out. An employee may only opt out during the annual open enrollment. During open enrollment an employee may reduce or increase the number of donated days by completing the enrollment form. Once days are donated they may not be returned to the employee for use when sick leave is exhausted or to qualify for any payout of unused sick days. Contributions of days to the Sick Leave Bank are calculated on the basis of the regular work hours per day for the participating employee. In order to ensure that Sick Leave Bank grants are distributed proportionally among different groups of employees, records will be maintained reflecting the number of days contributed and the number and length of Sick Leave Bank grants to non-bargaining unit and bargaining unit employees. A summary of this information will be provided to the President of NEA-SF or designee annually.
- C. The Sick Leave Bank Committee oversees the program, reviews employee requests and provides the Superintendent or designee with recommendations. The Committee is comprised of members from each of the District unions, one medical person (nurse) and one Administration member. NEA has three (3) of the seven (7) voting members.

The Committee develops, reviews and updates procedures for the program on an annual basis by no later than August 31st of each year. These procedures must be approved by NEA-SF and become part of the negotiated agreement through inclusion in the appendix of the CBA.

- D. In order to receive assistance from the Sick Leave Bank, an employee must meet the following criteria. He or she must:
1. Suffer from an illness, injury or condition that is of an extraordinary or severe nature that has caused or is likely to cause the employee to go on a leave of absence without pay or to terminate employment with the District.
 2. Have justified the use of Sick Leave Bank assistance from a licensed health care provider on the forms provided.
 3. Have depleted or anticipates shortly depleting his/her accumulated sick/personal and annual leave.
 4. Have abided by District rules, as referenced in Article 9, regarding sick leave use; and
 5. Have been found ineligible for Workers' Compensation.
- E. Grants of sick days are made in installments of up to thirty (30) days at a time and generally no more than two such grants per person are made per year unless it is an especially serious situation. Sick Bank days may be used intermittently if the condition warrants it. The Committee has full discretion with regard to the recommendations. In instances where the requesting employee has Long Term Disability (LTD) Insurance through the District benefit program, grants shall be initially limited to the fulfillment of the waiting period for such benefits. An employee may apply for additional grant(s) while waiting for LTD approval/denial. The Sick Leave Bank Committee will review the request and if approved will hold the request pending the LTD decision. As soon as the employee has the LTD decision he/she will notify the Sick Leave Bank Committee who in turn will take action on the pending decision.
- F. Decisions made by the Committee and Superintendent are not subject to the grievance process.

V. Sick Leave Savings Incentive

Section V may be revisited outside the normal bargaining period when the District and the Association agree it is necessary for the District to meet Operational Budget funding.

A. At Retirement

For employees who retire and meet the New Mexico Educational Retirement Board (NMERB) eligibility rules for retirement, the District will pay out the percentage on the following chart of accumulated and unused sick leave, at the time of retirement, at the rate of \$100 per day minus mandatory taxes.

B. Employees Returning to Work after Retirement:

Employees exercising the Return to Work Plan under the NMERB will be credited with sick leave days in the same manner as a new hire and will be eligible to participate in the sick leave savings incentive on the same basis as other employees.

If an employee is a late hire, during their hire year, days will be prorated in accordance with their date of employment.

C. At Resignation or Retirement

For employees who meet the requirements for retirement, the District will make the following payments for accumulated, but unused sick leave at the time of resignation or retirement. Payment is based upon \$100 per day for unused leave, and at a percentage as shown on the chart that follows. This payment is capped and the total payment will not exceed \$18,000. Employees must work the entire school year within the year they plan to retire or resign to be eligible for a payout. The payout amount will be included as part of the final funds due to an employee. Payment is only made for full days. Where the math results in a partial day, the payment is rounded down to the nearest whole day.

Years of Service Resignation and Retirees	% of Sick Leave Paid Out at \$100 Per Day
5	16%
6	17%
7	18%
8	19%
9	20%
10	30%
11	31%
12	32%
13	33%
14	34%
15	50%
16	51%
17	52%

Years of Service Resignation and Retirees, cont.	% of Sick Leave Paid Out at \$100 Per Day, cont.
18	53%
19	54%
20*	65%
21	66%
22	67%
23	68%
24	69%
25+	100%

* Employees hired prior to June 30, 2010 are eligible to retire at any age with 25 years of service, age 60 at time of hire plus 5 years of service, or when age and service equals 75.

Employees hired on or after July 1, 2010 are eligible to retire at any age with 30 years of service, age 65 at time of hire plus 5 years of service or when age and service equal 80.

VI. Active Employees Sick Leave Payout

Employees may voluntarily request a payout of accumulated, but unused, sick leave for the year provided they would have at least twenty (20) days of sick leave remaining. The number of days paid out will be subtracted from the total number of accumulated sick leave days. Employees electing for a payout would also still be eligible for the sick leave bank. The Sick Leave Payout Form is located in Appendix G.

VII. Bereavement Leave

In the event of the death of a member of the employee's immediate family during the employee's work year, the employee will be allowed leave with pay for up to three (3) workdays following the date of such death. For the purposes of this Article, "immediate family" is defined to include: spouse/partner, child(ren), grandchild(ren), parent(s), grandparent(s), brother(s), sister(s), current in-laws including: brother(s)-in-law, sister(s)-in-law, son(s)-in-law, daughter(s)-in-law, father-in-law, mother-in-law. If requested, two (2) additional days leave with pay may be granted when travel out of town greater than three hundred (300) miles is required. Such a request must be in writing and submitted to Human Resources for approval. The use of email is adequate for this purpose. The request needs to include the relationship of the individual who died, where the employee

had to travel and the dates of absence. Additional days in excess of the three (3) or five (5) above may be charged against an employee's Sick Leave, or Annual Leave if approved by the Superintendent, in extenuating circumstances upon written request and approval in order to receive compensation.

VIII. Funeral Leave

Employees may be excused without loss of pay for up to four (4) hours to attend funeral services of friends and relatives (other than those defined as immediate family in Section VI, above), provided there is no cost for a substitute. In the event a substitute is required, employees may charge the absence against their Personal Leave, or their Sick Leave accrual, in the event their Personal Leave is exhausted. In the event of the death of a Santa Fe Public School employee or student, the Superintendent or designee may grant funeral leave to employees to attend the funeral while ensuring appropriate coverage of classes is provided.

IX. Jury Duty and Court Subpoena

An employee receiving a Court summons for jury duty or a Court issued subpoena will be released from work in accordance with state and federal law. Employees ordered to jury duty will be released on paid time and shall remit any payment received from the Court for jury duty to the district, exclusive of meal and mileage reimbursements. Employees receiving a subpoena to testify will be released on leave without pay (unless the employee elects to use Personal or Annual Leave) except in the case where said subpoena concerns matters related to District business. An employee must provide the principal, or immediate supervisor, with a copy of the jury duty order or court document immediately after receipt of such document.

X. Public Service Leave

Employees appointed or elected to other than full-time government offices, boards or commissions will be granted up to five (5) paid days per academic year for public service. Employees exceeding five (5) days per year for such service may use Personal Leave (up to four days), Annual Leave, or utilize leave without pay.

XI. Military Leave

Military Leave will be granted in accordance with state and federal law.

Article 10 – Annual Leave and Holidays

I. Annual Leave

Twelve (12) month employees shall be entitled to annual leave on the following schedule:

<u>Years of Service</u>	<u>Days Per Year</u>
0-4 Years	18 Days
5-8 Years	19 Days
9-12 Years	20 Days
13-16 Years	21 Days
17+ Years	22 Days

The following provisions apply:

- A. Annual leave shall not accrue to any employee while on leave without pay status.
- B. Years of service credit include only those years of employment with the Santa Fe Public School District. Employees with breaks in service and who return start accrual at the minimum amount.
- C. Except in cases of emergency, annual leave shall be taken at such times that will least interfere with the efficient operation of the school and shall require prior approval of the immediate supervisor.
- D. Employees absent without approved leave may be subject to deduction from annual leave or in justifiable circumstances, and consistent with appropriate statutory and contractual provisions for disciplinary action, may be subject to a deduction in salary, suspension without pay or dismissal from the District.
- E. Unused annual leave is cumulative.
- F. Annual leave is earned leave computed on the basis of the number of months of service in a given year.

Twelve (12) month employees who have resigned, exercised retirement, or who have been laid off or dismissed, shall be entitled to and shall be paid for the unused portion of their annual leave up to a maximum of twenty-five (25) days.

Annual leave shall not be granted to temporary, agency or part-time (under one half FTE) employees.

II. Holidays

The Board of Education, upon recommendation of the Superintendent, will approve a calendar of thirteen (13) holidays for all twelve (12) month employees that are in accordance with the adopted school calendar.

Article 11 - Extended Leaves of Absence

I. General Provisions

- A. The approval of an extended leave of absence rests with the Superintendent. Employees wishing to request an extended leave of absence must submit their request in writing to Human Resources for processing prior to submission to the Superintendent of Schools. In addition to meeting applicable requirements of the specific extended leave request, employees must provide appropriate justification for their request, including a physician's statement when the requested leave is for health reasons. The Superintendent may request further clarification or justification prior to either approving or denying the request.
- B. Leave of absence without pay, not to exceed one (1) school year or remainder of a school year, may be granted to employees. Such leave may be renewed annually upon the approval of the Superintendent.
- C. An employee granted an extended leave of absence will, upon return from leave, be returned to his/her original position whenever possible or substantially equivalent position held by the employee at the commencement of the leave, unless the employee has been impacted by a reduction in force or termination action. Appropriate documentation relative to the extended leave of absence must be provided upon request prior to an employee on extended leave being returned to active employment. When said employee returns from an extended leave, he/she will be reinstated at his/her previous seniority status.
- D. Employees who have had their leave extended beyond the originally approved leave, will be placed only if a vacancy exists in a position for which they are qualified, and only after qualified employees who have been laid off, if applicable, have been placed.
- E. Employees who are granted a leave of absence for a portion of the school year must notify the Superintendent in writing of their desire to return to active employment, or desire to extend the leave, at least thirty (30) days prior to the date of return or end of leave.
- F. An employee's failure to meet timelines will result in notification that the employee will then be terminated from leave.
- G. Employees granted a leave of absence for an entire school year must notify the Superintendent in writing of their desire to return to active employment by March 15, of the school year in which the leave was granted.
- H. While on leave, an employee will have the option to remain an active participant in the District's fringe benefit programs when allowable by regulation and law by contributing thereto the amount he/she and the District would have been required to contribute if the employee were actively employed.

II. Family and Medical Leave

Family Medical Leave Act 1993, Public Law 103-3, 107 Stat. 6 (29 U.S.C. 2601 et seq.) The following leave provisions are established and shall be administered in compliance with the Family and Medical Leave Act of 1993 (FMLA), which provides up to twelve (12) weeks of unpaid leave. In and of itself, FMLA is without pay and will commence when the employee has used all his/her accrued sick leave up to and inclusive of thirty (30) days, whichever comes first. If an employee has more than thirty (30) accrued sick leave days, said employee can continue on paid leave status, concurrent with FMLA. Once the employee's accrued leave time is exhausted, the employee, if a participant, may apply for additional paid time from the Sick Leave Bank. A Sick Leave Bank allocation will run concurrently with FMLA. Once all leave is exhausted, the employee can request extended leave, without pay, according to the provisions in this Article. The employee will be given employment priority when returning from FMLA Leave.

A. Parental Leave

Parental leave, without pay, shall be granted to an employee, upon written request, for the following reasons:

The corrected version of the text with proper capitalization and grammar would be:

Childbirth and infant care; placement of a child with the employee for adoption; or placement of a child with the employee by a state agency for foster care.

1. An employee who is pregnant may begin such leave at any time between the commencement of her pregnancy and up to one (1) year after the birth of the child.
 - a. An employee who is pregnant may continue in active employment as late into her pregnancy as she and her physician recommend, provided she is able to properly perform her required functions as a school employee.
 - b. All or any portion of a leave taken by an employee because of medical disability connected with, or resulting from, pregnancy or childbirth may, at the employee's option, be charged to her available sick and/or annual leave as stated above.
 - c. All or any portion of the initial leave taken by the employee may be charged to the accrued sick leave earned through the date the employee's leave is to begin. Unearned sick leave, although credited to the employee at the beginning of the employment period, may not be used unless there is a medical disability connected with or resulting from pregnancy or childbirth.
2. A male employee requesting leave for the purpose of caring for his child may begin such leave at any time between the birth of the child and one (1) year thereafter.

3. An employee adopting a child, or receiving a child for foster care, may begin such leave at any time from the date of placement and one (1) year thereafter. The employee is also entitled to up to three (3) work days of leave, to be deducted from the employee's sick leave accrual, if such leave is available.

B. Military FMLA

On November 17, 2008 the Department of Labor issued their final regulations under the FMLA and Medical Leave Act which includes expansions to cover military leave. These final regulations became effective January 16, 2009. Refer to the National Defense Authorization Act for FY 2008, Public Law 110-181, and Section 585 (a).

FMLA provides leave to certain family members of a covered military member. It provides additional provisions specifically for leave to military personnel and their family. There are various qualifying exigencies, such as the call to duty on short notice, various military events, time to make financial, legal and/or school arrangements for the absence of a military member, days to join a covered military member on R&R, post deployment activities, counseling and the care of a covered military member who has a serious injury or illness. The leave time permitted varies upon the nature of the leave request, with the longest period of time being for the care of a seriously injured or ill covered military member of up to twenty-six (26) weeks of job protected leave in a twelve-month period.

C. Medical Leave

Medical leave, without pay, shall be granted to an employee for the following reasons: Care of an employee's spouse, son, daughter or parent with serious health condition; and the inability of the employee to perform his/her duties due to his/her own serious health condition or the necessary absence from work of an employee to receive medically necessary treatment.

- D. An employee requesting such leave for personal illness or disability under this section must have exhausted all accrued sick leave and allowable sick leave bank hours prior to beginning the unpaid leave.
- E. An employee's written request for Medical Leave must be accompanied by a health care provider's certification of illness and state a probable date of return.

III. Educational Leave

Employees wishing to return to school for professional growth, may apply for educational leave no later than April 1 of the year prior to the commencement of the leave. If approved, leave without pay will be granted for a period of up to one (1) year. The written request must state the school the employee plans to attend and the course of study he/she plans to pursue or the learning experience that the employee plans to pursue and how that experience will impact the employee's position with the district. Employees wishing to return to work must notify the district by April 1 of the year of their

educational leave. Employees must provide either transcripts of their study, inclusive of a minimum of twelve (12) semester hours (the equivalent) of course credit per semester on leave or a detailed description of their experiences and how they related to their position in the District or their rights to employment will be forfeited.

IV. Teacher Exchange/Fulbright Scholars

- A. Upon approval by the Superintendent, employees may be granted extended leave of absence to participate in teacher exchange programs, to serve as an overseas teacher or to accept a Fulbright Scholarship.
 - 1. The Superintendent may permit personnel to take leaves of absence to participate in teacher exchange programs. Only employees with at least five (5) years' experience will be considered for such leaves. All requests for such leave shall be presented to the Superintendent on or before May 1 of the school year preceding the leave. Any contracts, agreements, or other information regarding the teacher exchange program must also be submitted to the Superintendent by the May 1 deadline.
 - 2. Fulbright Scholars must submit requests for extended leaves of absence to the Superintendent within thirty (30) days of receiving the Fulbright Scholarship.

V. Political Leave

Upon request an employee may be granted a political leave to campaign for his/her own election. If the leave is granted for an entire school year the employee will be returned to his/her former position(s), after notifying the District by April 1 of his/her intent to return to work. If the leave is for a portion of the school year, the employee will upon written request be returned to work and be placed only if a vacancy exists in a position for which he/she is qualified.

Employees appointed or elected to the New Mexico State Legislature will be granted leave with pay up to the amount of difference between the employee's regular earnings and the amount paid as per diem to members of the Legislature, not including reimbursement for transportation expense. Full salary will be paid for days of legislature service requiring overnight trips away from Santa Fe.

VI. Other Leave

In accordance with the provisions set forth herein and upon approval of the Superintendent a leave of absence, without pay, not to exceed one school year for employee needs or interests not specified in sections II-VI may be granted. When an employee returns from Other Leave he/she will have priority to return to the position vacated, should that position be available, or be placed in an equivalent position.

Article 12 – Employee Discipline

- I. Employees may only be terminated or discharged in accordance with law.
- II. No employees shall be disciplined or discriminated against because of membership and/or active participation in the Association.
- III. When an employee is called to a meeting that may/will result in employee discipline, or as a witness, the employee will be informed of the nature of the meeting beforehand in writing and be advised that he/she may bring the local site Association Representative (AR) or another NEA representative to the meeting within 24-48 hours. If an employee feels any meeting is becoming disciplinary in nature, the employee may advise the supervisor that he/she would like the meeting rescheduled in order to be represented by a NEA representative.

Such meetings shall not include evaluation conferences, such as Professional Growth Plans (PGP). The District official shall set a meeting for disciplinary purposes with reasonable notice to the employee. Reasonable notice shall take into consideration the length of time necessary for a representative to arrive for the meeting and the availability of such representation. Reasonable notice should not exceed three work days unless an extension is mutually agreed upon. Union/Association representation is encouraged at this level of interaction. The negotiated grievance procedure shall be available to the employee to contest the decision(s) made by District official(s) in issuing a disciplinary letter.

- IV. No employee will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage based on a decision, which is unsupported in fact. Procedural due process standards shall be present throughout the disciplinary process. These include the employee's right to be apprised of allegations or charges, right to representation by an AR or other NEA-Santa Fe representative and progressive discipline appropriate to the specific action or incident. The purpose of having an AR or another NEA-Santa Fe representative present during disciplinary discussions is primarily to ensure that due process is followed. The AR or another NEA representative may contribute to the discussion at the employee's request. The employee or AR may suggest that they step outside and have a private conversation, and then return to the discussion at any time. The role of the AR is to advocate for, and support the employee and uphold the CBA on behalf of the employee.
 - A. The primary purpose of disciplinary proceedings is to improve or change behaviors in the workplace.
- V. The school site administrator, or department supervisor, will advise an employee of issues or behavior observed or reported in a timely manner (generally within two (2) weeks or ten (10) work days).
- VI. The principles of progressive discipline shall be applied to the determination of any disciplinary action. When the issue is such that the supervisor recommends skipping a

step, prior approval must be granted by the Superintendent, or designee. In the application of progressive discipline, consideration will be given to the relatedness of past issues, the seriousness of the current infraction and the length of time between any infractions. The steps for progressive discipline are listed below.

A. Discussion

In order to resolve concerns at the lowest possible level, the employee and supervisor will meet to discuss the issues or behaviors; the supervisor sets expectations and provides suggestions and/or assistance to correct the issue. The discussion results will be documented, with a copy to the employee, and kept in the employee's on-site file. An email message to the employee will suffice for this purpose. When applicable, time frames will be set. If the issue or behavior is corrected, the memo will be removed from the on-site file by June 30th of the school year in which the issue or behavior occurred. An employee who participates in a discussion is entitled to NEA representation as provided in Section III of this article.

B. Letter of Coaching

If the issue/behavior outlined in the informal discussion is not corrected within the time frame set during the informal discussion, a letter of coaching shall be written and discussed with the employee and an AR or another NEA representative at a meeting described in Section III of this Article. Such a letter will outline the issues/behaviors that need correction, along with expectations and a time frame for correction as well as a suggestion on how to correct the issues/behavior outlined in the letter of coaching and, if applicable, what assistance is available from the administration and district to support the employee. The letter will also advise the employee that if correction is not achieved, the employee may be subject to additional discipline. The employee signs this letter and receives a copy. The letter is kept in the on-site employee file. If the employee corrects the problem, a letter of clearance will be issued to the employee and a copy kept in the on-site file. The clearance time frame may not exceed the end of the school year in which the problem occurs. If at the end of the school year in which the problem occurred, there have been no further incidents, the employee may request in writing to the supervisor that the memo and letter of coaching be removed.

C. Letter of Concern

If the issue/behavior is not resolved in the time frame set in the letter of coaching, then a meeting will be held with the employee and local site Association Representative (AR) or another NEA representative. The employee will also be issued a letter of concern. In the letter of concern, the issues and expectations are defined, a time frame is set for correction and the employee is advised in the letter that further discipline may apply if the time frame is not met. The employee and the AR or another NEA representative may collaborate with the supervisor at a meeting as described in Section III of this Article to define the time frame and a plan regarding how to achieve the required expectations. The employee signs the letter and receives a copy. This letter is forwarded to Human Resources for inclusion in the employee's personnel file, along with the prior letter of coaching.

D. Letter of Reprimand

This is the final letter of the progressive discipline process. This letter will cite the prior meetings and letters and define the expectations that have not been met. As above, the employee and an AR or another NEA representative may collaborate with the supervisor at a meeting as described in Section III of this Article to define the expected corrective action plan and time frame. This letter will advise the employee that failure to correct the issues within the time frame may result in suspension without pay or termination of employment. The employee signs the letter, receives a copy and the letter is sent to Human Resources for inclusion in the employee's personnel file.

An employee may file a Level I grievance in order to seek that a Letter of Reprimand be removed from her/his personnel file.

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

The progressive discipline process may include more than one situation in a discussion or letter, if they occur together or within a short time frame of each other and no discipline has yet occurred. When an employee meets the discipline requirements and a clearance letter has been provided, new incidents may result in the progressive discipline process starting again. However, if the next incident is related to past discipline issues, the process may not begin with an informal discussion. The process may start at a later disciplinary step, depending upon the situational circumstances.

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

- VII. Any complaint regarding an employee made by any parent, student or other identified representative shall be investigated at the lowest possible administrative level beginning at the work site. The first step is that parents and other employees first speak with the employee with whom there is an issue, or file a complaint on the District Complaint Form. The principal or supervisor will facilitate a meeting with the parties involved (if they agree) and may be present if that is requested. Mediation may be sought with outside mediators, and then a plan of action may be designed to mediate the problem(s) prior to any action being taken against the employee. It is in the best interests of the District and the Association that employees be informed as soon as there is a problem and be given every assistance in resolving it with the parties involved. An AR or another NEA representative may be present at such meetings if the employee elects to bring one. Employees will be accorded all professional courtesies by being given help in resolving

issues at the lowest possible level. These lowest level steps are to be followed whenever possible. If this is not possible, explanations will be provided to justify moving beyond lowest level resolutions. Outside investigations are not in conflict with the District following these lowest attempts with resolution and do not preclude following these guidelines whenever possible.

- VIII. When in the judgment of the Superintendent or designee it is in the best interest of the District and/or employee to place an employee on administrative leave, such leave shall be with pay pending determination of the action to be taken. Administrative leave shall not be used for arbitrary, capricious or punitive reasons. Administrative leave shall be implemented and administered in accordance with the following guidelines:
- A. An employee being placed on administrative leave shall be notified by a District Human Resources official in a face-to-face meeting scheduled with the employee with sufficient notice to afford a reasonable opportunity for representation with an AR or another NEA representative. (A “District Human Resources Official” is defined as any member of the Executive Team, the Director of Human Resources or designee, and/or the Superintendent of Schools.) Under some circumstances, when it is not possible to have a face-to-face meeting, the letter placing the employee on administrative leave may be provided to the employee by a process server, followed up with an in-person meeting with the employee, an AR or another NEA representative and Human Resources official. An employee being placed on administrative leave may be removed from the work environment if student or staff safety is in question or the situation is deemed urgent. Whenever possible, the employee may be asked to wait in a safe area in the building or at the District offices after being informed as to the reasons for the meeting and the options of requesting representation. The meeting with the employee and any removal of the employee will be done in a discreet and confidential manner, respecting the dignity of the employee.
 - B. Upon being placed on administrative leave, an employee shall be provided written notice of such action along with the reasons therefore, the nature of any investigation or other actions to be taken, the expected length of such leave, and the possible actions or consequences at the conclusion of the investigation. The NEA-Santa Fe President or designee will be timely notified of any employee placed on administrative leave and provided with a copy of such correspondence. The employee shall be afforded an opportunity to respond in writing to any allegations or charges following the investigation and prior to any suspension without pay, termination or discharge, but shall not be required to do so. The choice of any employee not to respond shall not be used against the employee in any subsequent proceeding.
 - C. The District will complete its investigation of any charges or cause for administrative leave in a timely fashion and decide on the course of action to be taken. The employee and the NEA-SF President or designee will be kept informed as to the status of the District’s investigation and schedule for the District’s decision on the action(s) to be taken.
 - D. An employee generally will not be kept on administrative leave for more than thirty (30) days except for administrative leave which is related to scheduled actions to

- terminate or discharge an employee or to pending criminal or legal proceedings, or in extreme circumstances where more time is required to protect the interests of the concerned parties.
- E. An employee may bring an AR or another NEA Representative to any investigatory meeting held with any District Official subsequent to being placed on administrative leave.
 - F. An employee may appeal at Level Two of the Grievance Procedure an administrative leave action pending against him/her.
- IX. If any investigatory/working files are maintained in an employee's name, the employee may request a summary statement of information contained in such files. Whenever possible, dates, times, witnesses and names will be provided at the discretion of the Superintendent or designee. The employee may submit clarifying statements or denials for inclusion in the files.

Article 13 – Alcohol and Drug Abuse

- I. Employees are prohibited from manufacturing, distributing, possessing, dispensing, using illicit drugs or alcoholic beverages or being under the influence of illicit drugs or alcoholic beverages on Santa Fe Public School premises or in buildings and school vehicles, including school buses used to transport students to and from schools as well as to and from school activities.

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

- II. Employees are required to abide by the terms of the District's Drug Free Workplace policy as a condition of employment. Those found to be in violation of the terms of that policy will be subject to disciplinary sanctions which may include suspension, discharge, termination and/or referral for possible prosecution, at the discretion of the Board of Education upon recommendation of the Superintendent.
- III. Employees are required to notify the Superintendent's office of any criminal drug or alcohol statute conviction. Such notification must occur no later than five (5) days after such conviction.
- IV. The District agrees that any employee who requests diagnosis or treatment for an alcohol or drug abuse problem will not jeopardize his/her employment rights solely because of such request.
- V. This Article does not abrogate or minimize any protection of employees provided by law.
- VI. When there is reasonable suspicion that an employee is under the influence of drugs or alcohol during the work day, or when working in any official school capacity, that employee may be directed to leave the site to be tested immediately at District expense at a District determined medical facility.

Only a qualified medical employee or an administrator who has been specifically trained to recognize reasonable suspicion may request that an administrator direct an employee to submit to a drug/alcohol test. Reasonable suspicion drug/alcohol testing means testing based on a belief that an employee is using or has used drugs and/or alcohol in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

- A. Observable phenomena while at work such as direct observation of drug or alcohol use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol;

- B. A report of drug use provided by a reliable and credible source which has been independently corroborated;
- C. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- D. Evidence that an individual has tampered with a drug test during employment with the current employer;
- E. Information that an employee has caused, or contributed to, an accident at work as a result of suspected drug or alcohol usage;
- F. Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery or equipment.

At the time that an administrator calls an employee in to notify him or her of the suspicion of drug or alcohol use, the employee shall be advised that he or she may consult with an Association representative from the site.

Article 14 - Smoking Policy

The Santa Fe Public School District recognizes the right of employees to work in a smoke-free environment, as well as the right of visitors to conduct business in a similar environment. Therefore, smoking at all Santa Fe Public School sites and property, including school vehicles, is prohibited.

Employees who smoke may only do so off school property, on their own time, before and after work or during a duty-free lunch period.

Article 15 - Class Size

I. General Provisions

The district determination of staffing, class size, caseloads, and the teaching loads shall be guided by state law and Public Education Department but may be further limited by the maximums set forth in this Article which may be lower than state law and Public Education Department Regulations.

Individual class sizes exceeding state statute will require a waiver. Any requests for waiver of class or caseload size that the district makes of the PED shall be provided to the president of the Association upon submission of the waiver request.

II. Caseload for Elementary Schools

Grade	Class Load
PreK	18 PreK teachers in a four (4) year program with a class load of ten (10) or more shall be assigned an education paraprofessional. PreK teachers in a three (3) year program with a class load of eight (8) shall be assigned an education paraprofessional. PreK classes with four (4) or more students on Individualized Education Plans (IEP's) shall be assigned an additional Educational Behavioral Health Associate (EBHA).
K	20 (individual limit) Kindergarten teachers with a class load of fifteen (15) to twenty (20) students shall be entitled to the assistance of an educational assistant, per state statute.
1	22 (average across grades must not exceed 22) First grade teachers with a class load of twenty-one (21) or more shall be entitled to the full-time assistance of an educational assistant, per state statute.
2-3	24 Second grade teachers with a class load of more than twenty-four (24) shall be eligible for an education paraprofessional.

Grade	Class Load
4-6	24 (average across grades 4-6 must not exceed 24)

Students with IEPs who are integrated into the general classroom must be included in class load calculations per state statute.

If a first grade teacher has a class load of twenty-one (21) or more and the educational assistant position is vacant, the teacher will receive a stipend of two thousand five hundred dollars (\$2,500) for each semester.

If a teacher in grades 2, 3, 4, 5 or 6 (at schools where 6th grade is considered elementary) has three (3) or more students above the average limits in the table above, the teacher will receive a stipend of two thousand five hundred dollars (\$2,500) for each semester.

**Stipends for partial semesters will be prorated.*

III. Class Loads for Middle and High Schools

- A. The daily teacher load for grades 7-12, and grade 6 when in a middle school (unless on a block schedule), shall not exceed one hundred sixty (160) students as stated in state statute 22-10A-20 except:
 1. The daily teaching load for teachers of required English shall not exceed one hundred thirty-five (135) with a maximum of twenty-seven (27) students per class.
 2. The daily teaching load for teachers of 9th grade Pre-Algebra and Algebra I shall not exceed one-hundred thirty-five (135) with a maximum of twenty- seven (27) students per class.
- B. The teacher load for grades 9-12, for those assigned to high schools that are implementing some form of the block schedule (approximately ninety (90) minute classes), will not exceed one hundred sixty (160) students over two days. The exceptions set forth in subsection A above shall apply to English, Pre- Algebra and Algebra I classes taught on the block schedule.
- C. Class Size for Developing New High School Electives and AP Classes

In order to ensure that course offerings reflect student interest and needs, the minimum requirement for enrollment in new elective or AP classes is sixteen (16) students.

IV. Class loads for K-8 schools

The provisions of this Article apply to K-8 schools for K-5 with 6th grade considered as

part of the 7th and 8th grade class size requirements. The same is true for middle schools that have 6th grade.

V. Student Loads for Elementary and K-8 schools Physical Education (P.E.), Art and Music and Technology Classes

A. General Provisions

The District and the Association recognize the value of site-based management and agree that elementary schools may need to operate on different internal schedules in order to best meet the needs of their students. Moreover, the number of students at any particular elementary school site can fluctuate from year to year. Accordingly, reasonable discretion may be exercised when determining the student loads for elementary P.E., art, music and technology classes as long as the loads do not exceed the parameters set in this Article. Decisions regarding student load will be based upon a common-sense evaluation of the particular situation and consideration of the following factors:

1. the needs of the students
2. the needs of the site
3. the value of having a full-time FTE at the site
4. the specific needs of K-8 schools
5. the avoidance of unreasonable inconvenience to P.E., art, music and technology teachers; whenever possible, no teacher should have to travel between more than two sites per week, and 0.1 FTE assignments should be avoided unless a teacher specifically agrees to such an assignment.

Education paraprofessionals assigned to a class or to particular students shall accompany those students to and from their regular classroom to the art, music, P.E. and technology classroom and remain there to assist the teacher.

Art, music, P.E. and technology teachers will not be required to teach in Pre-K grant programs at school sites as part of their allocated FTE. Additional work in Pre-K programs will be voluntary and paid at employees' hourly rate of pay, based on funding.

Art, music, P.E. and technology teachers in Elementary and K-8 schools will not be assigned or required to participate in Response to Intervention (RTI) or Advisory responsibilities.

B. Music Student Loads

The student load for teachers of music classes shall be between: (1) 435 and a maximum of 500 students; and (2) a maximum of 22 classes per week. Any music

teacher with a student load within this range shall be considered a full-time FTE. If the circumstances so warrant, a music teacher who has a student load below 435 may also be considered a full-time FTE. An FTE will be assigned to schools in no less than half-day increments. In a single day, a music teacher will teach no more than five classes.

C. Art Student Loads

The student load for elementary teachers of art classes shall be between: (1) 425 and a maximum of 450 students; and (2) a maximum of 21 classes per week. Any elementary art teacher with a student load within this range shall be considered a full-time FTE. If the circumstances so warrant, an elementary art teacher who has a student load below 425 may also be considered a full-time FTE. An FTE will be assigned to schools in no less than half-day increments. In a single day, an elementary art teacher will teach no more than five classes.

D. P.E. Student Loads

The student load for elementary teachers of P.E. classes shall be between 400 and a maximum of 475 students who receive 60-minutes of P.E. instruction per week. Any elementary P.E. teacher who has a student load within this range shall be considered a full-time FTE. If the circumstances so warrant, an elementary P.E. teacher who has a student load below 400 may also be considered a full-time FTE. In a single day, an elementary P.E. teacher will teach no more than five classes.

E. Technology/ STE(A)M Student Loads

The students for elementary teachers of technology classes shall be between: (1) 450 and a maximum of 525 students; and (2) a maximum of 23 classes per week. Technology/STE(A)M classes shall be scheduled for a minimum length of 60 minutes.

VI. Student Loads at K-8 Schools

In K-8 schools, teachers for art, music, P.E. and technology who have the necessary licensure may be distributed across the elementary and middle school grades when student numbers do not justify full FTEs in either portion of the whole school. In instances where more than one specials teacher is required; the student loads shall generally be in accordance with those described above for elementary (grades K-5) and middle schools (grades 6-8). Consideration shall be given to the K-8 schools when assigning partial FTE to ensure that the time allocated works with the master schedule.

For example grades K-5 may need 1 full time FTE, however, grades 6-8 may need .5 FTE and thus the partial FTE may be assigned to the upper grades or to another school as a partial FTE. FTEs shall not be assigned to schools for less than half-day increments.

VII. Weighted Class Size

The following limitations shall apply to classes that include special education students:

- A. Students with an IEP designating them as C (extensive) or D (maximum) level shall count as one and one-half (1.50) students when determining maximum class size in the student's area of disability for regular education classes in which there are no qualified special education co-teachers.
- B. Unless a co-teacher is present, a regular education class will not contain more than ten (10) students with Special Education IEPs or eight (8) Level 4/D students with Special Education IEPs.
- C. Special education teachers, education paraprofessionals, and co-teachers will not be counted when calculating the teacher-pupil ratio.
- D. Education paraprofessionals assigned to particular students shall accompany those students throughout their school day, with the exception of their scheduled duty-free lunch and two (2) ten (10) minute breaks.
- E. A teacher, case manager, or ancillary staff member may request his/her caseload be reviewed by the District by contacting the Director of Special Education or designee.

Adjustments of Class Size and Caseloads

If a class or case load is out of compliance with the CBA, the District will make best efforts to resolve the problem immediately following the tenth (10th) day of school.

VIII. Bilingual Education

Bilingual Education and English as a Second Language (ESL and ELL): The District and the Association will meet annually in the month of April/May to review school projections, and determine which schools, if any, need additional certified or endorsed teachers for Bilingual, ESL or TESOL classes for grades K-3. Adjusted FTEs will take place accordingly at the commencement of the school year.

IX. Ancillary Instructional Support Services Caseload for Special Education

At the 40th, 80th, and 120th days, the District shall review the student caseloads and the number of direct service hours provided to students each week, which shall be no more than 30 direct service hours and 44 students, except social workers, will have a limit of 42 students. The ancillary service provider shall not be required to exceed these limits unless the service provider voluntarily agrees in writing to having their paid FTE raised to accommodate the amount by which these limits are exceeded.

The District and the Association shall adhere to the following caseload maximums:

Position	Case Load
Social Worker (SW)	Not more than 42
Speech-Language Pathologist (SLP)	Not more than 44
Occupational Therapist (OT)	Not more than 44
Physical Therapist (PT)	Not more than 44

X. Nurses and Counselors

Increasing the nurse/counselor FTEs for the purposes of improving the nurse/counselor/pupil ratio will be considered annually by the Association and District as additional funds become available; or until such time as the Legislature and New Mexico Public Education Department provide funding for this specific purpose through the State Equalization Guarantee (SEG). Annual review of this particular section of Article 15 will not be considered a re-opener for either party.

District employees in nurse positions for grades K through 8 with a ratio of health personnel to students of 1:525 or more per individual health care worker, and elementary counselor positions for grades K-5 or K-6, depending upon the structure of the school at which they work, with a ratio of mental health personnel to students of 1:600 or more per individual caseload will receive a stipend of \$1,000 for the purpose of administrative duties and functions that may exceed the normal contract hours. The Director of Student Wellness is responsible for verification of numbers that meet or exceed those established above and for approval for payment of the stipend.

There shall be one counselor per grade level (6, 7 and 8, or 7 and 8) at every middle school, but in no case shall an individual middle school counselor's caseload exceed 275 students.

In schools that include grades K-8, counseling responsibilities shall generally be divided between grades K-5 and grades 6-8. In instances where the student enrollment does not justify more than one counselor, one counselor may serve the entire student population. Every K-8 school shall have at least the equivalent of a 1.0 counselor FTE. Counselor positions for grades K-5 with a ratio of mental health personnel to students of 1:600 or more per individual caseload shall be entitled to the stipend described in paragraph 2 of this section. In addition, there shall be at least one counselor, and/or partial FTE (depending on the number of students in grades 6-8) to serve students in grades 6-8. In no case shall the caseload of an individual counselor who works with students in grades 6-8 exceed 275 students.

In no case will an individual high school counselor's caseload exceed 375 students.

Article 16 – Vacancies, Assignments, Reassignments and Transfers

I. Definitions

- A. Vacancy: An open position.
- B. Transfer: A relocation of an employee from one work location to another work location. Voluntary transfers are initiated by the employee. Involuntary transfers are initiated by the District.
- C. Reassignment: A relocation of an employee within the same work location, including:
 - 1. A change in classroom location;
 - 2. At the elementary level, any change in grade assignment;
 - 3. At the secondary level, a change that requires instruction of a content area or course not included in the employee's previous assignment.

At the K-8 level, all of the above apply.

II. General Provisions

- A. Procedures for RIF: Involuntary transfers due to a reduction in force (RIF) will be given first priority placement, and Article 8 procedures shall be followed.
- B. The following provisions apply to all other voluntary and involuntary transfers and reassignments:
 - 1. Decisions regarding hiring, placement, transfer and reassignment cannot be arbitrary, capricious or without basis in fact. Nor can such decisions be disciplinary or punitive in nature.
 - 2. In acting on voluntary or involuntary transfers or reassignments, consideration shall be given to the following criteria:
 - a. Licensure and Endorsements.
 - b. Professional preparation and expertise required for instructional program or job classification.
 - c. Knowledge, skills, abilities, demonstrated work performance, and other relevant factors.
 - d. If all the above criteria are relatively equal, district seniority will be the determining factor.

3. An employee may apply for a voluntary transfer to another site or position when a position for which they believe they are qualified becomes vacant.
4. In the event of an involuntary reassignment or transfer, a conference shall be held with the employee outlining the specific reasons for the reassignment or transfer and, upon request, rationale in writing shall be provided to the employee. This written rationale may be placed in the employee's personnel file upon the employee's request.
5. Employees who are transferred or reassigned within the school year, whether voluntarily or involuntarily, shall be given two (2) consecutive professional leave days or the equivalent thereof to set up the classroom/office/work area. The District shall offer to assist the employee in moving equipment and/or materials, if needed.

III. Superintendent's Authority; Roles of Principals, Directors and Human Resources.

The Superintendent or designee is responsible for all final decisions regarding hiring, placement, transfers, and reassignments. The supervising Principals or Directors who will perform the evaluation for the position may interview candidates and make recommendations. Human Resources is responsible for making official offers of employment, reassignments and transfers.

IV. Vacancies

A. Notification Procedure

The District will post all available vacant positions by job site location whenever possible on the SFPS website prior to newspaper and/or job board postings. All vacancies are posted internally for a minimum of five (5) working days. Interested employees can log into www.sfps.info and click on the jobs link to see newly posted positions. The log in information will also be posted on the Association bulletin board at each work site.

B. Selection Process

1. School Site Administrators, Coordinators and Department Directors will notify their employees of the hiring/interview process in use at each site or department. The process will include a provision for alerting affected staff of the interview dates and times in order to select an interview committee when applicable. Method of communicating this information could be email, phone calls or automated phone calls.
2. The District and or Site Administrator, Coordinators and Department Directors may review transfer requests from other sites and/or external applicants; however, no recommendation may be made until the five (5) day posting period has passed and District employees who apply have been considered and or interviewed.

3. The District may interview internal or external applicants for the purpose of potential employment to create applicant “pools” to fill specific jobs generally accepted as “hard to fill positions” or for which employees are required to hold specialized certifications.

V. Assignments

- A. Returning Employees. Under normal circumstances, returning employees will continue in their current placement year to year. Returning employees shall be notified of their probable assignment for the ensuing school year on or before the last day of school. If there is any change of assignment, the provisions of section VII of this Article shall control.
- B. New Employees. New employees shall be given notice of their specific assignment by Human Resources upon hiring.
- C. Employees Assigned to Multiple Sites: Employees assigned to more than one school building on the same day shall be reimbursed for travel between school sites. Travel distance between sites shall be considered in determining an employee’s schedule. Reimbursement rate for required travel shall be the Internal Revenue Service standard mileage rate set January 1 of the previous year, for each mile traveled in a privately owned vehicle.

VI. Transfers

A. Voluntary Transfers

1. Current District employees who meet the minimum qualifications of a vacant position shall be given first opportunity to apply for the position.
2. An employee needs to submit an online request for transfer through the District applicant system for transfer throughout the year to be considered for any available positions for which they qualify.*

*The parties will collaboratively work on minimizing the transfer request procedure for internal candidates.

3. The filing of a transfer request is without prejudice and shall not jeopardize the employee’s present assignment.
4. Timeline for Transfers
 - a. First week of March. Positions will be posted for all known vacancies as of the first full week of March by specific site/subject/grade level/area of discipline, etc. Hard to fill positions and specialty license “pools” of applicants will be created for internal applicants and external candidates separately.

- b. By April 1. Principals notify teachers and EAs of their assignment for the following school year. See process in II. B. 4.
- c. Second week of April. Any displaced employees and employees returning from leave or reduction in force (RIF) will be notified in writing by Human Resources of their change in employment or displacement and provided a list of available positions for which they qualify. Human Resources will work collaboratively with these employees to determine placement prior to internal and external candidates being interviewed. All displaced employees and employees returning from leave or RIF will be required to accept a position for the following school year for which they are qualified within five (5) business days after receiving the offer. If an employee does not accept a position, the Superintendent or designee may at this time place an employee into a position for which they are qualified.
- d. Third week of April. All known school vacancies for the following school year will be continually updated and posted online in the district's online applicant system and will be viewable by current employees only. Following screening of candidates in the district's online applicant system, principals will interview a minimum of 2-3 internal candidates if possible following the criteria listed in II. B. 2. of this Article. All vacancies must be posted for five (5) days before interviews can begin. Recommendations for hire of internal transfer candidates can be made to Human Resources once interviews are completed. An employee will have a maximum of 72 hours to accept an extended offer. If the employee applies for a vacant position and is not selected, the employee shall be advised in writing of the non-selection and reasons for denial if based on credentials or specific job qualifications for which the applicant does not possess. Employees can transfer only one time during this process. Current employees will remain in their current assignment from August 1 to the end of the first quarter at which point they will be eligible to request a transfer.
- e. If, after following the above process, an internal candidate is not selected, the vacancy may be filled by a candidate who signed an open pool District Offer Letter during the spring Job Fair season or may be posted externally. If posted externally, the position must be posted for five (5) days before recommendations for hire can be made to Human Resources.

B. Involuntary Transfers

- 1. Prior to an involuntary transfer, the employee will meet with a designee of the District and be notified in writing of his or her change in work location. The written notification will include a statement as to the reason(s) for the transfer. The employee shall be given the opportunity to indicate a preference in placement where a vacancy exists. The employee, at his/her request, may have a representative of the Association present at such a meeting.

2. When employees will be displaced due to circumstances including but not limited to a budget cut, reduced FTE, school closures, or because the school to which he/she was assigned has converted to a magnet school, the following procedures will be followed:
 - a. Volunteers shall be given the first opportunity to be considered for transfer to known vacant positions in the District.
 - b. If no volunteers are forthcoming, the criteria set forth in section II (B) of this Article will determine the selection of employee(s) to be transferred.
 - c. Such employees shall have priority over outside applicants and other employees who voluntarily seek a transfer. Such priority will include seniority rights.

VII. Reassignments

A. Voluntary Reassignments

A qualified employee shall have the opportunity to apply for reassignment at his/her work location. Requests for reassignment will be considered when the proposed change offers advantages to the students, the school and site employees affected by the change. On-site bargaining unit members shall be given first consideration for filling vacancies in accordance with the criteria set forth in section II(B)(3) of this Article.

B. Involuntary Reassignments

The District or site administrators will seek volunteers from within the site prior to making an involuntary reassignment.

Article 17 - Summer School

- I. All openings, with the exception of program specific positions, for summer school employment will be publicized as early as possible. All applicants must apply via the district's online applicant system. Summer employees will be given notification of their employment/assignment as soon as possible.
- II. All applicants for summer school shall be considered. Summer employment preference will be given to current employees of the District.
- III. Qualifications for summer school instructional positions shall be substantially the same as for the regular school year program; however, consideration shall be given to, among other criteria, the employee's licensure, field(s) of preparation, quality of performance, summer school experience and length of service in the District.
- IV. Except as otherwise provided herein or where clearly inapplicable, all provisions of this Agreement will apply to employees holding instructional positions in summer school.

Article 18 – Non-Discrimination

- I. The District shall not discriminate against an employee on the basis of ethnic background, race, color, religion, sex, national origin, sexual orientation, political affiliation, marital status, age, physical or mental disabilities, ancestry, serious medical condition, spousal affiliation, gender identity, veteran status, or membership or non-membership in any employee organization, or on any other basis protected by federal, state, or local law, rule, or regulation.
- II. The District shall provide a safe, positive work atmosphere free of intimidation, threats, harassment and retaliation for all its employees.
 - A. The District shall not discriminate against an employee on the basis listed above (I.) in the recruiting, hiring, promoting and transfer of employees for all job classifications.
 - B. Teachers and all other District employees will be treated in a fair and professional manner by district directors, supervisors, principals and district staff at all times.
 - C. All employees shall have appropriate, consistent administrative support when enforcing student discipline.
 - D. The District shall not intimidate or retaliate against any employee for their active participation in the Association.

Article 19 – Professional Development

I. Definition of Terms

- A. Teacher Preparation and Training: Essential skills, knowledge and preparation for Santa Fe Public School (SFPS) employment and to meet statutory or regulatory requirements may include such areas as the mandated reporting protocols (sexual harassment, substance abuse, child abuse, neglect, and suicide risk), OSHA, CPR, the Collective Bargaining Agreement between the District and NEA-Santa Fe, and similar trainings required by the District. Such trainings are considered part of the employee's job and will be planned, scheduled and provided by the District and NEA-Santa Fe. For new teachers, this training occurs in August prior to the start of the contract year and is a condition of employment. Reasonable make-up opportunities for employee absences due to illness, emergency or undue hardship will be provided during an employee's first year of employment. An employee may not return for a second year unless this state mandated training has been completed.
- B. Professional Growth and Development: knowledge and skills for continued employment and advancement opportunities may be provided by the District on a district-wide, department, site, job-specific or other basis. Professional Development may also be offered through outside conferences, education or other growth opportunities.

II. Shared Responsibility

SFPS and its employees realize that continuing professional development is essential to maintaining a skilled staff. Each school site may take part in specialized training development for its own site, as well as required district training and development.

- A. Employees who work directly with students are required to attend at minimum the number of hours/days of district designated in-service training each school year as shown on the annual school calendar. These are contract days. Professional Learning Communities (PLCs) shall engage in site-based, embedded training as the preferred model of collaborative professional development. Should site-based training extend the school day, additional compensation will be provided for the training time at the employee's regular hourly pay rate. Non-exempt employees will be paid at their regular hourly rate and, when applicable, their regular overtime pay rate.
- B. If due to emergencies and/or extenuating circumstances an employee cannot attend a required professional development day, the District may require an alternate training that will be mutually agreed upon. This alternative training will be completed within a time frame specified by the supervisor. To the extent possible, employees may request site professional leave/development funds be allocated for the alternate training.
- C. Any employee actively advancing in New Mexico Tier Licensure and/or National Board Certification is understood to be engaged in professional development. If requested, such an employee shall receive from the District a written waiver for the

applicable school year of all required professional development activities that take place outside the regular workday or work week.

Some District initiatives may require mandatory training during the summer or school calendar breaks, which would be an exception to the provisions in this subsection.

- D. Any employee enrolled in education course(s) at an accredited institution of higher learning for the purpose of career advancement/enhancement or advanced degree shall work out conflicts between scheduled classes and mandatory professional development with the supervisor.

III. District and Association Professional Development Collaboration

When appropriate, the District and Association will collaborate on District-wide Professional Development.

IV. Additional Professional Licenses

Employees who are required to maintain a professional license in addition to one required by the Public Education Department will be able to participate in District-sponsored training to assist in meeting the CEU requirement for continued licensure. An allocation will be made specifically for this purpose by the District.

V. Technology Training

Should the District determine a need for training as a result of changes in technology; all affected personnel shall be required to take the training and use the new technology.

Article 20 – Employee Evaluation

I. General Provisions/Procedures

All procedures will comply with New Mexico state statutes. Employees to be evaluated during a particular year shall be furnished a copy of the evaluation tools and procedures, no later than October 1 of the year in which the evaluation is to take place. Employee evaluations will be governed by, but not limited to, the following general provisions and procedures:

- A. All evaluations, monitoring or observation of work performance of an employee shall be conducted openly and with the full knowledge of the employee concerned. Prior to a scheduled observation, the employee may request in writing that the evaluator return at another time to conduct the evaluation. The request must include a valid reason for the change in the evaluation time. If the request cannot be honored, the employee may place a statement to that effect on the evaluation form.
- B. The school site administrator, or department supervisor, will advise an employee of performance issues observed or reported in a timely manner, generally within two (2) weeks to ten (10) work days.
- C. To ensure that employees are informed in a timely manner of perceived problems with their performance, an administrator at each school site will do an informal observation of every teacher's classroom or every employee's working area within the first two (2) months of the school year. Within two (2) weeks of the observation, the administrator shall meet with any employee(s) about whom the administrator has concerns to discuss the observation and suggest improvements. The employee(s) will receive a copy of their completed observation form/notes and all discussion items/problems. The observation is solely for the purpose of identifying problems so that the employee can make improvements as needed.
- D. For classified employees and non-teacher staff positions, supervisors will conduct a yearly observation and review to evaluate employees' work performance. The District will work with NEA-SF to create appropriate standard forms that will be used for this purpose.
- E. Supervisors may be assisted in the evaluation of an employee by other Administrative personnel.
- F. Conferencing and data collection (including District standard walk-through protocols) will be components in the cycle of employee supervision and evaluation. These components provide the opportunity to facilitate professional development and growth and to address perceived performance deficiencies as they occur.
- G. After the supervisor has exhausted all conferencing with the employee, data collection review, provided professional guidance, offered professional development and/or modeled performance expectations and no significant progress to improve

delivery of instruction or to improve work performance has been made by the employee, a Professional Growth Plan (PGP) will be developed by the supervisor with input from the employee. (See section III.)

- H. The content of an employee's evaluation is not subject to the Grievance Procedure; however, the process is subject to the Grievance Procedure.
- I. Evaluation or status reports may not be placed in an employee's personnel file unless that employee has received a copy and has had an opportunity to discuss the contents with his/her immediate supervisor(s).
- J. Employees in disagreement with the contents of their performance review or evaluation report may submit a written rebuttal to be attached to the report. Provision will be made on the evaluation form for the employee to indicate whether a rebuttal is to be attached thereto. Such rebuttal must be submitted within five (5) work days of the employee's receipt of the evaluation and a copy of said rebuttal will be attached promptly to each copy of the evaluation form.
- K. Employees shall not be discriminated against or evaluated unfairly because of the employee's membership and/or active participation in the Association.
- L. All first-year instructional employees will receive feedback on their job performance at least twice during their first year of employment from their direct supervisor(s). Additionally, District mentors will be assigned to work with new employees, on a regular basis to provide substantive support and guidance.

II. Licensed Personnel

Licensed personnel will be evaluated in accordance with the procedures set forth for "Professional Staff" in the District's Performance Evaluation Plan as approved by the State Department of Education regulations. Any modification to such a plan shall be in compliance with the State Department of Education regulations.

III. Professional Growth Plan (PGP) Certified Employee

A Professional Growth Plan (PGP) is an evaluative tool designed to improve performance, it is not a form of discipline. When an employee is placed on a PGP for performance that does not meet the evaluation competencies, then willfully refuses to comply with a reasonably achievable plan, this becomes a matter of misconduct or insubordination. The failure to comply becomes subject to the progressive disciplinary process. However, a letter of coaching, concern or reprimand shall not be included as a consequence for failing to correct a problem through the issuance of the PGP. Nor will the PGP be attached to any of these letters. The time frame on a PGP will consist of only school days which will not include breaks/holidays, in-service PD, contractual or approved leave days, declared snow days and parent-teacher conferences. No action plan will violate any provisions of the CBA. Peer mentors will be paid a stipend.

The PGP process steps will include:

Step 1

The supervisor will notify the employee in writing of their intent to place them on a PGP. The employee will be informed in the letter that they may bring an NEA representative with them to a subsequent meeting, outlining the parameters of the PGP. The initial meeting will be held with the employee to review the PGP and discuss expectations needed to improve delivery of instruction and address performance deficiencies. A standard PGP district procedural form will be used that will outline the action steps to be completed by both the supervisor and the employee. Standardized student test scores will not be used to measure employee job performance.

The supervisor will monitor progress per the PGP and document positive or negative performance. A district or peer mentor will be assigned to the employee on a PGP to assess what the teacher needs to do to improve their performance. The mentor will observe the employee and provide direct support in organizing the classroom, interactions with students, establishing routines, writing lesson plans, grading of student assignments and when necessary model appropriate instruction.

Step 2

The supervisor will monitor progress per the PGP and document positive or negative performance. After 45 school days the supervisor will hold a second meeting with the employee and the mentor to evaluate progress and determine the need to continue with the PGP. The employee will have the opportunity to provide documents and artifacts that they believe demonstrate progress toward improved job performance.

If PGP requirements are met, the supervisor will close-out the PGP.

If sustainable performance improvement is not realized within Step 2 the supervisor will require that the employee remain on the PGP for an additional 45 school days and complete all action steps as outlined.

Step 3

The supervisor will monitor progress per the PGP and document positive or negative performance.

The supervisor will follow-up with the mentor upon completion of 90 school days and collect and document mentor input.

After 90 days the supervisor will hold a final meeting with the employee and the mentor to evaluate progress and determine whether the employee has satisfactorily completed all the action steps outlined in the PGP. The employee will have the opportunity to provide documents and artifacts that they believe demonstrate progress toward improved job performance.

If after the employee has been on the PGP for 90 school days and the overall performance areas are not elevated to satisfactory levels, the supervisor may proceed to a recommendation of termination or non-renewal utilizing the PGP and supporting documentation.

If there is a change in supervision within the PGP Step process, the new supervisor may resume the PGP at the subsequent step the exiting supervisor completed, provided an observation is completed by the new supervisor, and the new supervisor determines that the PGP process should continue in order to assist the employee in reaching a sustainable, satisfactory performance level.

Article 21 - Personnel Files

- I. An employee's official personnel file shall be maintained at the District's Human Resources office.
- II. An employee will have the right, upon request, to review the contents of his/her personnel file, except for pre-employment references or references directly related to internal promotions, after scheduling an appointment for such purpose with the District's Human Resources office. Except in extenuating circumstances, such appointment shall take place within five (5) work days after the employee's request.
- III. The employee may be accompanied by an individual while reviewing his/her file. A designated District official shall be present during the file review.
- IV. The employee may request in writing and will receive, within a reasonable time, a copy of any accessible document. The employee may be required to assume the cost for requested copies.
- V. An employee may request the removal of any document in the file except those required by law or regulation. The decision whether or not to remove such a document rests with the Superintendent or designee.
- VI. No material derogatory to an employee's conduct, performance or character will be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee will have the right to submit a written response to such material and have it attached to the file copy.

Article 22 – Protection of Employees and Health & Safety

I. Overview

The parties recognize the need to provide safe and healthy working conditions for all SFPS employees in order to maintain an atmosphere of professionalism and respect in which we can best educate our children. Accordingly, harassment or discrimination among members of the SFPS community will not be tolerated. Such behaviors create an intimidating, offensive and hostile work environment, and are especially antithetical to the SFPS mission.

II. Harassment

The District will take all possible measures to provide a work environment in which employees are not subject to conduct of a threatening or harassing nature. The parties further agree that sexual harassment shall not be tolerated in the work environment. Those inflicting such behavior on others are subject to the full range of disciplinary level actions, up to and including separation from the district, but also any legal action that may accompany such acts.

- A. Harassment consists of unwelcome, offensive or threatening conduct involving inappropriate verbal, nonverbal, electronic, written or physical behaviors which serve no legitimate purpose but to belittle, insult, alarm, annoy, and/or undermine job effectiveness.
- B. Discrimination involves taking overt or covert unwarranted adverse action against (especially those identified in Article 18) or granting preferential treatment to certain individuals in the workplace.
- C. Sexual harassment involves the inappropriate introduction of sexual actions, sexual comments or innuendo into the work environment. Applicable state and federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors, or visual, verbal or physical conduct of a sexual nature.
- D. Depending on its severity, a single act of such harassment or discrimination may constitute harassment.
- E. The employee has a duty to notify the individual who creates a hostile work environment, or is engaging in harassing behavior, that such behavior is unwelcome. In situations where the employee does not feel he/she can confront or speak directly to the individual, he/she must notify either the immediate supervisor or Human Resources.

III. Healthy and Safe Worksite Facilities

- A. The District will take all possible measures to ensure that all employees work in a

hygienic, safe and healthful environment free from toxins and hazardous conditions of all kinds.

1. The District will make every effort to ensure that necessary repairs and cleaning are completed before employees return to work following the summer and winter breaks.
2. The District will make every effort to ensure that parking lots, walkways and all accesses to work site facilities be cleared of snow and ice prior to the arrival time for employees and students.
3. In accordance with District policy, the District will use only non-toxic, “green” paints, solvents, cleaning products and other similar items at work sites. Whenever it is necessary to use product(s) that could have an adverse effect on an employee’s health due to individual sensitivities, notice will be given of the intent to use such product(s) and affected employees will be afforded the opportunity to use personal, annual or sick leave time to avoid contact with the product. Employees who have such sensitivities or health issues shall notify the District/Supervisor, in writing, when such becomes known.

IV. Hazardous Conditions

A. Maintaining the physical safety of all SFPS personnel and students is of maximum importance.

1. If a situation is particularly urgent, a plan shall be developed and implemented immediately.
2. All hazardous or potentially hazardous conditions shall be reported immediately to the employee’s immediate supervisor, who will in turn report it to the Superintendent or designee, who in turn notifies the appropriate personnel. Notification will include the District Emergency Management Specialist, General Services and applicable outside agencies if appropriate.
3. Employees shall not be required to work in any condition hazardous to the individual’s health status or that has been determined to be in violation of the law or hazardous to the health and safety of employees and/or students.
4. Following an emergency, and until the condition of the site has been assessed, the employees shall not be required to work in the reported hazardous condition.
5. The District is responsible for any hazardous conditions created by not only its employees, but also by any other contractors hired, such as custodial services.

V. An employee shall not suffer retaliation, retribution or discrimination of any kind as a result of notifying either the District or other appropriate governmental agency of a hazardous condition.

VI. The Association shall have at least one representative on the District Safety Committee, Code of Conduct Committee and In-School Suspension Committee.

VII. Health, Safety and Student Conduct and Discipline

- A. The parties recognize the need to provide safe and healthy working conditions. To that end, the District and Association shall work together to develop and implement the student Code of Conduct and the District Safety Plan in conformance with state and federal laws and regulations.
- B. All adults in the building are responsible for practicing and modeling respect to encourage positive discipline to be maintained for the safety of all. Additionally, all employees shall have consistent and appropriate administrative support when enforcing student discipline.
 - 1. A teacher shall be the initial source of discipline for all students under the supervision of that teacher, whether on school property or at a school sponsored activity. The teacher shall implement a simple, positive, consistently enforced discipline plan for all students which includes the parents as much as possible, and is in compliance with the school plan, if and when applicable.
 - 2. Employees of the District shall have the right and the responsibility to enforce all district policies, procedures and regulations to ensure the safety of all on school property. Incident(s) or infraction(s) of District policy shall be reported to school administration and/or the appropriate law enforcement agency.
 - 3. An employee shall take whatever action is necessary and permitted under Board policy and law to properly discipline a disruptive student prior to referring the student and the problem to the administration. A teacher may refer to the administration any student whose behavior prevents the teacher from providing instruction, threatens the safety of either the teacher or students, or constitutes the commission of an illegal act.
 - a. Students sent to administration for discipline shall not be admitted back to class until an administrator has seen them and completed the discipline form.
 - b. In middle schools, high schools and upper grade levels in K-8 schools, an in-school suspension program will be created to provide appropriate disciplinary corrective action for disruptive students. This program will replace the use of out-of-school suspension for all but the most egregious cases.
 - 4. Employees should use reasonable and prudent judgment in protecting themselves, others, students or school property in dealing with threatening situations. Employees may use physical restraint, in compliance with school District policy, when necessary to protect any person from physical attack by another person.

5. At facilities at which security guards are present, employees will be provided with all information needed to contact the security guards to report threatening situations. The District will make every effort to ensure that someone is available at all times to take any calls reporting threatening situations.
6. At facilities at which security call buttons are present in classrooms, every effort will be made to ensure that the call buttons are in working order at all times. Alternately, when there is no call button, two-way radios or other electronic means of communication for safety will be provided to Team Leaders and others working directly with students.

C. Suspension and other administrative action; re-admittance to school

1. If an administrator decides that a student referred to his/her office for violent or threatening behavior shall be readmitted to the classroom and the teacher believes that such action does not comply with existing Board policy, the teacher may submit a report to the Superintendent or designee requesting a review of the action. At any time a student threatens an employee, whether physically or verbally, the employee may request a conference with the principal or designee, parent(s), him/herself and other appropriate personnel to discuss the problem and decide upon appropriate steps for resolution under the District's Student Code of Conduct. In cases involving threats to a teacher, the student will not be readmitted to that teacher's classroom until the conference is held.
2. A teacher receiving a student in his or her classroom who is returned to class following a suspension of three (3) days or more shall be advised of the suspension and any conditions governing the reinstatement and/or continued attendance. This information shall also be provided to campus security. All teachers, therapists and counselors of a student being admitted to school from a juvenile or prison facility, wearing an ankle bracelet, etc., shall be informed by school administration prior to admittance to class and shall be instructed as to the proper techniques for working successfully with the student.

VIII. Assault/Battery of Personnel

- A. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor. They may also report the incident to an appropriate law enforcement agency and inform the administration they made such a report. The employee will also notify their NEA-SF Employee Rights Team.
- B. An incident report will be filed with the school nurse, other medical personnel and Workers' Compensation.
- C. The District will provide in-service training, on a voluntary basis, on how to deal with aggressive or assaultive student behavior.

IX. Unintentional Assault/Battery of Personnel

- A. Maintaining staff safety when dealing with behaviorally-challenged students is a formidable undertaking. Every effort shall be made to prevent harm to students or staff. In order to mitigate the difficulties, the following are to apply:
 - 1. The Student Assistance Team (SAT) process is to be expedited for children who are exhibiting behaviors that are especially volatile to provide appropriate interventions as soon as possible. In the case of special education students and students who are especially volatile, or exhibiting inappropriate behavior, a manifestation determination will be called immediately.
 - 2. Staff shall be provided and instructed in how to use protective gear and safety equipment when working with physically aggressive students. Employees are expected to use provided gear.
 - 3. Continuous Supervision Education Paraprofessionals will be assigned to students in need of extensive supervision as determined by the Special Education IEP.
 - 4. As soon as the need arises, training in Prevention and Intervention methods will be provided to relevant staff.

X. Specialized Health Care Procedures

- A. The District will comply with all provisions of the Occupational Safety and Health Act (OSHA).
- B. For any employee injured on the job, the procedure for work-related injuries as required by NMPSIA and law will be followed.

Article 23 – Classroom Facilities, Instructional Materials and Supplies

The District recognizes its responsibility to provide the supplies and equipment necessary to maintain and improve the instruction and education of students.

I. Textbooks, Textbook Equivalents and Supplemental Materials

- A. The District will provide a sufficient number of textbooks or textbook equivalents and, where applicable, accompanying supplemental materials to ensure that each student has a textbook or equivalent and any accompanying materials at the appropriate level in each course of study for his or her own individual use.
- B. Recognizing the professional competence and skills of the faculty in relation to text selection, the District and Association agree that the selection of texts to be used in the schools shall be cooperatively arrived at through joint consultation among teachers and administrators and in support of Common Core Standards.
- C. Teachers may select supplemental materials to be used for the instruction of students in addition to those offered by textbook companies. In order to provide varying points of view to promote critical thinking, controversial issues that have cultural, economic, political, artistic, scientific or social significance and that are relevant to the course may be discussed or presented; however, content presented must comply with state and federal law.

II. Technology Equipment and Resources

The District and the Association agree that implementation of the Common Core standards and most forms of project-based learning require student access to technology, and that it is unrealistic to expect teachers to provide opportunities for project-based learning in the absence of such technology. Therefore, the District shall make technology equipment and resources available for the purposes of advancing educational goals and objectives, supplementing instruction and other school related purposes. Technology resources include, but are not limited to, computers, printers, smart boards, document cameras and related technology equipment, all forms of email or electronic communication and the Internet. Equipment assigned to individuals is determined by the Technology Department in conjunction with site principals or directors. The District will make changes regarding new equipment and technology support on an ongoing basis. Technology-related problems will be addressed in a timely manner.

The District will identify and obtain technology-based professional development delivery systems that minimize teacher time away from the classroom and deliver training in the most cost-effective manner. In all cases technology resources will comply with the Children's Internet Protection Act (CIPA) and eRate requirements. Therefore, age-appropriate technology protection measures (such as internet filters) will be taken with respect to visual depictions deemed obscene and/or harmful to minors and child pornography, all as defined in CIPA.

III. Site Budget for Supplies and Equipment

- A. The District will allocate to each school site a sum of money to be used to purchase supplies and equipment at the site.
- B. The use of the funds in the supplies and equipment budget shall be subject to review by the members of the sites' School Advisory Councils. School Advisory Council members may make recommendations as to the expenditure of these funds.

IV. Acquisition of Supplies and Equipment

- A. Unless a different system is in place at an individual school site, employees shall notify their immediate supervisor of the need for supplies, facilities, equipment, furniture and materials or the need for maintenance thereof. If an employee is assigned to more than one school site, he or she shall notify the immediate supervisors at each site.
- B. The immediate supervisor shall initiate appropriate procedures to fulfill the request as soon as possible or explain to the requesting employee why they cannot be obtained.
- C. The employee may request in writing and receive in writing an explanation as to why requested items cannot be obtained.

V. Classroom Facilities and Equipment

- A. Functional desks, tables, and workstations where appropriate, shall be provided for classrooms based on the number of students assigned to that classroom.
- B. All instructional spaces shall be equipped with proper heating and cooling systems, adequate ventilation, and lighting.
- C. Adequate work space will be provided for employees based on the services provided for students. Employees will be provided a secure place for protecting personal belongings upon request.
- D. Maximum temperature of any instructional space shall not exceed 78 degrees or fall below 68 degrees, understanding that equipment parts are often required, and must be ordered to fix heating and cooling units. In such cases portable heaters or fans will be provided for the classroom until the heating and/or cooling issue can be repaired.
- E. Art classrooms will be provided for elementary art teachers when classroom space is not needed for a regular/special education classroom, excluding ancillary staff such as Occupational Therapy (OT), Physical Therapy (PT), Speech-Language Pathology (SLP), and Social Work (SW); however, classrooms may not include running water, especially in older facilities, but will be retrofitted whenever possible. Art housed in portables and existing classrooms shall be provided with a sink, running water, and drainage whenever possible. With current and future construction, including major renovations, space for designated art classrooms will be identified. 2009 GO Bond Funds will be identified for the specific purpose of retrofitting classrooms for art.

Article 24 – Compensation

I. Compensation Schedules and Regulations

Compensation schedules and associated regulations for specific employee categories within the bargaining unit are set forth in Appendix B and made a part hereof.

A. Experience

1. A licensed employee shall receive credit for one (1) year of verified experience for each year of District or out-of-district experience not to exceed a total of twenty (20) years. This includes return to work (RTW) teachers. A year, for the purpose of this section, shall be defined as at least ninety-one (91) days of experience at a public or private school. A year, for a licensed employee hired effective beginning the second semester of a school year, shall be defined as ninety (90) days or completion of one semester term if on a block schedule.

For college instructors, who carry a full load, as defined by that college (usually 9-12 credit hours) experience is credited if they worked for the full school year. Adjunct college instructors are credited for a full year of teaching experience for every nine (9) credit hours taught at the same institution and this may be accumulated over time.

2. All employees paid off the Teacher's Salary Schedule, who transfer from one position to another within the District and who are still paid off the Teacher's Salary Schedule shall retain full credit on the salary schedule for experience within the District.
3. A non-licensed employee shall be credited with a full year experience if he/she was employed for at least one-half of that employee's previous work year.
4. Staff members hired before the first day of school are required to provide verifications of licensure (or proof of application), endorsements, employment experience and official transcripts to Human Resources by September 30th or on the last business day of September if the 30th falls on a weekend. Late hires have thirty (30) days from their date of hire to provide all required documents.
5. Employees who are grandfathered into a higher salary than their current placement on the salary scale per any agreement will receive supplemental pay in an amount sufficient to retain their current salary.

B. Training

1. A licensed instructor shall be compensated for additional training in accordance with the approved Teacher Salary Schedule (Appendix B). The instructor shall receive credit on the salary schedule for verified training completed prior to the year in which the compensation becomes effective, provided that the instructor

requests, in writing, a review of the employee's official transcript. It is the responsibility of the employee to request the official transcript be sent to the District. All course work earned at any accredited college or university shall be counted towards credit on the salary schedule provided two-thirds (2/3) of the hours are at the graduate level. Hours credited to an MA+15 or MA+45 must have been earned after the Master's Degree. Employees receiving an Ed. S., M.F.A., Ed. D., Ph.D., or J.D. will be paid at the MA+45 salary level.

2. Beginning with coursework completed after June 20, 1994, verified credit hours earned after the completion of a Bachelor's Degree, but not counted toward a Master's Degree requirement, and which may be applied toward the requirement of a Bilingual Education endorsement shall be counted for credit on the salary schedule.

C. Part-Time Employees

Compensation for teaching staff hired to teach a portion of the duty day will be based on the teacher's appropriate placement on the salary schedule multiplied by the fractional part of the full-time equivalent (FTE). Preparation time for part-time employees shall be computed on the basis of the regular daily preparation time multiplied by the FTE. (Refer to Article 6, Paragraph IV.)

D. Summer School and After-School Program Teachers

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

- E. Homebound and substitute instructors/teachers who agree to substitute for another teacher during their own prep.

Teachers shall be compensated for each hour or fraction of an hour worked at the employee's regular hourly rate.

When a substitute or an educational paraprofessional is not available at an elementary school, it is a common practice to divide the class among three classrooms. In this situation, each teacher will be paid \$25 per day compensation for supervising another teacher's students. The maximum payout among three teachers is 75.

F. Compensation: Middle School, K-8s & High School

Employees who elect to teach an additional class during their regularly scheduled preparation time, for either one semester or a year, shall be compensated as follows: Standard and Modified Schedule: An additional .14 of the employee's annual salary for the time the additional service is provided.

II. Additional Revenue

Should the District's operating revenues increase through adjustment(s) of the unit value(s) or other increased funds beyond the level projected, salary schedules in Appendix B of each respective year will be renegotiated by the District and the Association beginning no later than two (2) weeks after the District receives written notification of the revised revenues from the Public Education Department.

III. Pay Periods

A. All employees are paid semi-monthly (24 paychecks per year).

Nine and ten-month employees may receive July paychecks within five (5) work days of the second paycheck in June, provided the employee files a written request to do so with the Payroll Office by May 1.

B. Employees who, based on Fair Labor Standards Act (FLSA) designation, are nonexempt (including but not limited to education paraprofessionals, student nutrition, transportation, mechanics, library paraprofessionals, campus safety officers, secretary/clerical) will submit time sheets and be paid according to the time submitted for either exceptions to regular pay or for non-standard schedules. (See VI A. below.)

C. If an employee leaves employment prior to the end of a school/fiscal year, he/she shall be entitled to a total salary for the amount of the year which the employee has worked equal to the annual salary minus the number of work year days the employee did not complete, multiplied by the employee's daily rate of pay and minus any sick/personal leave that has been used, but not yet earned, as provided in the Sick Leave Article of this agreement.

Sick leave days taken after the minimum retirement or resignation notice period of two weeks for non-certified employees, or thirty (30) days for certified employees, may only be used for legitimate illness.

IV. Stipends

A. Employees shall be paid salary stipends for additional services described in Appendix C of this agreement. Any employee who is to receive a stipend will be notified in writing of the amount he or she will be paid by no later than September 30 of each school year. The stipend amounts specified in Appendix C shall not be changed unless the recipient(s) agree(s) in writing to a different amount at the beginning of the school year.

B. Stipend Payment Schedule:

1. All non-athletic stipends are paid in two installments (December & May) beginning in the 2013-2014 school year.
2. All coaching stipends are paid at the end of their seasons.

- C. If the District anticipates the establishment of any incremental assignment not already incorporated in Appendix C during the course of this agreement, except as determined through the waiver provisions of Article 3, Shared Leadership for Continuous Improvement, the District shall notify the Association and the parties shall negotiate a salary stipend for this assignment.

V. Direct Deposit / Pay Card

- A. An employee may elect to have, at the employee's option, the amount of the employee's paycheck transmitted to a pay card option or an account(s) in a financial institution(s) designated by the employee that accepts direct deposit. This procedure will be made available to each employee with adequate opportunity for enrollment, changes or cancellation.
- B. The deposit of employees' pay will be completed at least by the regular paycheck distribution dates, and pay summaries will be provided on the regular paycheck distribution dates to each employee selecting this method of payment.

In cases when electronic deposit cannot be offered, due to circumstances beyond the control of the District, employees will receive their regular paychecks.

VI. Timekeeping & Time sheets

- A. Time sheets for Educational Support Personnel (ESPs) (Non-exempt employees, such as Paraprofessionals, Secretaries, Student Nutrition employees, and Bus Drivers) with fixed schedules, are not required for regular daily arrival, duty-free lunch and departure times. Time sheets shall only be submitted to report the following exceptions:
 - 1. Absences
 - 2. Overtime (with prior supervisor approval); and
 - 3. Supplemental pay
- B. Non-exempt employees whose schedules vary daily or weekly shall submit time sheets showing hours worked each day, total hours for the pay period, and any of the exceptions shown above.
- C. Non-exempt employees shall not be asked nor encouraged to work beyond their contract day, unless they are to be paid at the overtime rate.
- D. Exempt bargaining unit members shall use a time sheet only to report supplemental pay, or exceptions to regular pay when not reported through the substitute system.

Article 25 – Insurance

Insurance is provided as dictated by NM State Statute through the New Mexico Public Schools Insurance Authority (except for items II and VII below). All rules and regulations will be adhered to as required by law.

- I. For the duration of this agreement, the District agrees to provide eligible employees with group medical, dental, and vision insurance through, and as determined by, the New Mexico Public Schools Insurance Authority (NMPSIA). Any change to the offerings in effect at the inception of this agreement shall be reviewed by the Superintendent or designee, who in turn will make recommendations to the Board for approval. For those employees who elect to participate in the approved insurance plan(s), the District agrees to continue to contribute that percentage of the premium required by state law.
- II. Further, the District agrees for the duration of this agreement, to continue to provide employees access to long-term disability and life insurance benefits available through NMPSIA, including the \$25,000 non-contributory life insurance coverage.
- III. Participants in these insurance programs will have their premiums deducted through payroll deductions and will be provided a copy of the plan. The premium percentages, based on salary levels are:

Salary Levels			
Less than \$50,000		\$50,000 or more	
Employees	District	Employees	District
20%	80%	26%	74%

- IV. The District shall continue to offer employees open enrollment periods as often as allowed by NMPSIA. Employees will be notified of any such open enrollment periods.
- V. If an employee experiences any change in employment, family or marital status which creates a need for the employee to enroll or change enrollment in any of the approved plans, the employee may do so only if permitted by applicable law, NMPSIA regulations or provisions of the contract between NMPSIA and the respective insurance carrier.
- VI. The District will continue to provide professional liability and Workers Compensation coverage for employees in accordance with state law and NMPSIA regulations.
- VII. Subject to applicable laws and regulations, the District will continue to provide employees access to the Internal Revenue Code Section 125 “Cafeteria Plan” benefits offered at the inception of this agreement. Any changes to said offerings shall be reviewed by the Superintendent or designee who, in turn, will make recommendations to the Board as required.

Article 26 – Effect of Agreement

- I. This agreement constitutes the full and complete understandings between the Board of Education and the Association and it supersedes any prior agreements, rules and practices concerning terms and conditions of employment for bargaining unit employees. The District will amend its written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this agreement. Nothing in this agreement shall be construed to prohibit the District from exercising its management rights and prerogatives except those expressly waived by this agreement; provided that the District may not take any actions that are in direct violation of the provisions of this Collective Bargaining Agreement.
- II. This agreement may not be modified in whole or in part by either party except by an instrument in writing duly executed by both parties.
- III. If any provision of this agreement or any application thereof to any employee or group of employees is held to be contrary to law, then such provision or application will be deemed valid only to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- IV. Copies of this agreement will be posted on the District's employee Intranet as well as the District. Employees are encouraged to print selected sections or the entire agreement at their discretion. The District will, at its expense, print between 150 and 200 copies of the agreement, which may be distributed to new bargaining unit employees at orientation and will be distributed to ARs, principals, District librarians, school sites, and the HR and Payroll Departments.

Article 27 – Duration & Re-Openers

This agreement will be effective upon ratification by the parties and will remain in full force and effect until June 30, 2026, except as otherwise provided herein or in other specific areas of this agreement.

For the 2024-25 fiscal year each party shall be allowed to reopen and/or introduce new articles up to a maximum of three (3) articles each for inclusion in this agreement, respectively. Each party shall notify the other party in writing no later than April 1, 2025 of the re-opened and/or new articles to be introduced for negotiations for the remainder of this contract.

Article 24, Compensation and related Appendices B and C are not counted as part of the annual re-opener allotment. These articles will automatically be included as part of each year's bargaining session.

In consideration of the expiration of the contract on June 30, 2026, negotiations will convene no later than March 1, 2026, at the request of the Association, to consider the bargaining agreement in its entirety.

Article 28 – Schools in Need of Improvement

The District and NEA-Santa Fe recognize the district, state, and federal accountability system may result in schools designated as “in need of improvement,” “probationary,” “corrective action,” or other such designations as defined in federal law and state statute.

Such schools are those who are low performing as measured on standardized tests and other accountability measures (including but not limited to parent involvement, safety, and growth). The District and NEA-Santa Fe recognize the requirement and professional responsibility for diligently working toward moving such schools along, in order to become schools that “meet standards” at a minimum.

In order to achieve the change in designation of such schools, it is recognized that broad changes may need to be implemented at individual school sites.

To that end, for any school designated as per above, the parties agree to convene at the earliest possible time to develop a Memorandum of Understanding (MOU) to address provisions for extra time and support for such designated schools. The MOU will address at a minimum, provisions for extra time to be worked, compensation for required additional time, and professional development for any and all staff at the designated site.

The MOU will be developed no later than thirty (30) days after schools are designated related as per above. Provisions as outlined in Article 4 of the CBA will apply to the development of the Memorandum of Understanding.

Article 29 - Special Education

I. Definitions

Special Education is designed to ensure that students with disabilities, regardless of the type or severity of their disability, are provided a “free and appropriate public education” (FAPE) in the least restrictive environment (LRE). That is, children requiring special education must be educated with non-disabled children to the maximum extent possible in an appropriate program to meet their special needs.

The Santa Fe Public School District will be responsible for providing the personnel and time to ensure that FAPE, as described in federal regulations under Individuals with Disabilities Education Act (IDEA), is provided. Staff involved in implementation of the Individualized Education Program (IEP) process shall include, but are not limited to the following personnel:

- A. Content specific special education classroom teachers
- B. Resource room teachers
- C. Teachers in self-contained classroom settings
- D. Co-teachers
- E. Ancillary service providers
- F. Case managers at the elementary, middle and high school levels

II. Special Education Teachers

Any employee serving in a special education assignment shall not be denied the right to apply for a transfer to a vacant position for which the employee has the appropriate certification/license as per Article 16.

III. Consult Period

A. Middle School, K-8 and High School

1. Each Special Education teacher, except for self-contained classrooms (maximum level only), at the high school level and middle school level will have one period a day or equivalent for consultation. This consult period is for the purpose of carrying out case management duties which are limited to the scheduling, preparation, conducting, and completion of IEP's on the teacher's caseload, and will not affect the teacher's given planning period as defined in Article 6, section IV. A teacher's daily consult period will be scheduled back-to-back with that teacher's planning period whenever the master schedule permits to allow for adequate time to hold an average length IEP meeting. If a collaboration period is

included in the schedule for high school redesign and the special education teacher is part of that team/house team, the special education teacher will have a collaboration period and a consult period.

2. Teachers are required to be on campus during their consult period and IEP professional development days and to use the period for its intended purpose of consulting with other teachers regarding individual students on the special education teacher's caseload, IEP paperwork, scheduling of services, IEP meetings, etc.

A Special Education teacher's consult period cannot be sold for substitute teaching as a planning period can

3. Each Special Education teacher at the high school level and middle school level teaching in a self-contained D Level (Maximum) classroom will be given IEP professional leave days for case management duties. One IEP professional leave day will be given per student on a self-contained D Level classroom teacher's caseload.

B. Elementary School

1. Resource room: Elementary Special Education resource room teachers will be given 1.5 additional hours per week for case management duties.
2. Self-contained D Level (Maximum) classrooms: Elementary Special Education teachers will be given professional leave days for case management duties. One IEP professional leave day will be given per student on a self-contained classroom teacher's caseload.

IV. Relief from Classroom Duties for Attendance at Meetings (See Article 6 IV B.)

The District will provide substitutes or provide coverage so that any regular education teacher and special education teacher responsible for implementing an IEP may attend the IEP meetings and shall be relieved of classroom duties for that specified time period in order to participate in the IEP meeting. Santa Fe High School and Capital High School will have a permanent substitute assigned to each Special Education department. The District will provide substitute relief so that at least one regular education teacher can attend these meetings as mandated by law. Regular Education teachers shall not be deprived of their instructional preparation time to participate in and/or attend IEP meetings, unless the regular education teacher requests IEP attendance during his/her planning time.

V. Inclusion

Each school's special education staff will inform all teachers and paraprofessionals impacted by inclusion of students with IEPs of their placement prior to the first day of school so that they can prepare for successful implementation of the IEP. Within the first

twenty (20) days of the school year, regular education teachers, as well as art, music, elective and related arts teachers, will be provided with a copy of each special education student's goals and objectives, accommodations, BIP (Behavior Intervention Plan), etc.

Teachers impacted by inclusion that have not previously taught in an inclusion setting will be required to attend specialized training for one (1) day prior to the first day of classes during in-service days addressing needs as identified by teachers and special education staff, such as co-teaching, differentiated instruction, and classroom management. One (1) additional day of training will be provided within the first six (6) weeks of school by the Special Education Department.

The District will provide, for all teachers and paraprofessionals impacted by inclusion, a required general in-service training regarding the laws and District policies relative to the provision of services to students with IEPs within the first six (6) weeks of the school year. If a teacher is new to special education or inclusion and does not feel adequately prepared to meet the needs of a special education student, the Program Support Specialist assigned to the school will respond with the support, training and expertise necessary within ten (10) working days of notification from said teacher.

VI. Caseload Size

Caseload size will be determined in accordance with state regulations including the PED waiver provision. Also refer to the chart in Article 15.

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

1. Caseload FTE overage .01-.20 \$1,500/annual
2. Caseload FTE overage .21-.40 \$3,000/annual
3. Teacher caseload will meet or exceed 51% of instructional days or IEP facilitation to receive the additional compensation per semester for FTE overages.
4. Caseloads cannot exceed 1.4 FTE. Should any caseload exceed 1.4 FTE then overage will be assigned to other qualified staff.
5. Definitions of levels are as follows:

Level 1/A	.029 FTE or 1/35 student/teacher ratio
Level 2/B	.042 FTE or 1/24 student/teacher ratio
Level 3/C	.067 FTE or 1/15 student/teacher ratio
Level 4/D	.125 FTE or 1/8 student/teacher ratio

6. Preschool teachers are eligible for the stipend if they exceed FTE overage in either of the two (2) preschool sessions, but not the two (2) sessions combined. Additionally, preschool teachers in full day programs will be eligible to receive a stipend if they exceed FTE overage.

- B. An additional stipend of \$1,500 will be paid to any high school special education teacher with an additional endorsement in a core subject area - math, English language arts, science, social studies - and teaching a direct service class in one of those core areas that the student receives credit for toward graduation.

VII. Class Size

A self-contained classroom will not exceed eight (8) Maximum/D level students. Educational Behavioral Health Assistants will be assigned as designated in IEPs for students, but in the case of a self-contained classroom, regardless of IEP stipulations, there will be at least two Educational Behavioral Health Assistants (EBHA) with the appropriate trainings/certifications (i.e. CPI, CPR, and First Aid) assigned. Supplemental pay in the amount of \$50 daily will be paid to the classroom teacher when an EBHA is out on leave and a substitute is not available for the employee. High school Special Education Academic Labs and Study Skills classes are capped at thirteen (13). An extensive C level class room will not exceed fifteen (15) students.

VIII. Planning

All planning periods for elementary, middle, K-8, and high schools will remain dedicated to the planning duties of special education teachers, as defined in Article 6 of the CBA, which includes the preparation of instruction.

IX. Weighted Class Size

The following limitations shall apply to classes that include special education students. Students with an IEP designating them as C (Extensive) or D (Maximum) level shall count as one and one half (1.50) students when determining maximum class size in the student's area of disability for regular education classes in which there are no qualified special education co-teachers. A regular education class will not contain more than eight (8) students with IEPs in that area of the students' disability. Special Education teachers, educational assistants and co-teachers will not be counted when calculating the teacher-pupil ratio.

X. Resources and Support Personnel

- A. Special Education Paraprofessionals: Education Paraprofessionals assigned to particular students shall accompany those students throughout their school day, with the exception of their scheduled duty-free lunch.
- B. Secretarial Support: Each special education department with more than 175 students will employ a special education secretary whose work day is dedicated to special

education duties. The District will provide an automated IEP form process. Laptops will be assigned to each school site based on the students served in special education at the school site.

- C. Technical Support: The District will provide access to the student information system to the individual high school case managers.

Article 30 - Collective Accountability for Student Achievement

- I. The parties agree that student achievement is a multi-faceted, subjective process that involves the total child. Research-based data indicate that best practices address the different learning domains and individual learning styles and abilities.
- II. The parties recognize that there are many factors that contribute to student achievement in school, and that plans or programs to improve student achievement will only succeed when all those who affect education accept their share of responsibility for the results. All sections of the education community, including the executive and legislative branches of state government, the Public Education Department, the Board of Education, district administrators and directors, site principals, teachers and other instructional personnel, students, family members and community members, play an important role in ensuring that all students learn.
 - A. Responsibilities at the State level include, but are not limited to:
 1. Providing constitutionally-mandated sufficient funding;
 2. Providing meaningful and useful standards and curriculum guidelines that are consistent with the funds allocated to education; and
 3. Involving educators from all levels and areas in decision-making as to educational goals and their assessment.
 - B. Responsibility at the District Level
 1. The Board of Education and the District's Executive Leadership Team are responsible for encouraging, modeling and sustaining a culture necessary to support the shared responsibility for student achievement. They must continually articulate core values, reinforce the District's vision of shared responsibility and demonstrate their commitment to improving student achievement by supporting the needs of students and those who work in the classroom. They should ensure that District policies, procedures, budgeting priorities and decision-making are focused on student achievement.
 2. The central administration of the District shall support the needs of students and those who work in the classroom by providing resources needed at the school and classroom levels. They shall also provide the resources required for the planning, critiquing and assessment of the work of teaching and learning. Some examples of central administration responsibilities include, but are not limited to:
 - a. Making all relevant student data easily available to site administrators, teachers, co-teachers and other employees involved in student instruction;
 - b. Providing meaningful professional development opportunities that focus on collective participation and active learning rather than lectures from "experts;" and

- c. Providing necessary and current technology, textbooks and all necessary teaching and learning supplies and materials.

C. Responsibility at the School-Site Level

1. The staff as a whole is accountable for establishing a learning community conducive to the best teaching practices and success for every student.
2. Site administrators have a responsibility for enforcing District policies and school procedures, managing time effectively and creating opportunities that allow for collaborative problem solving and for using a wide range of data so that an environment conducive to analysis and improvement is created. Examples of site administrator responsibilities include, but are not limited to:
 - a. Being instructional leaders who have high and rigorous standards for what every student should know and be able to do;
 - b. Creating a climate for staff collegiality and sharing of ideas;
 - c. Encouraging student success by ensuring that attendance and tardy policies and Student Code of Conduct provisions are strictly enforced and that data concerning student attendance, tardiness, discipline and performance are easily available to parents, teachers and students in a timely manner;
 - d. Developing a governance process that is participatory and inclusive;
 - e. Providing meaningful opportunities for involvement of parents in their children's education; and
 - f. Encouraging, modeling and providing opportunities for continuous staff improvement as the instructional leader.
3. Teachers are accountable for the instruction they deliver and the classroom environment they create within which every student can succeed. Examples of teacher responsibilities include, but are not limited to:
 - a. Implementing the curriculum aligned with New Mexico's state standards;
 - b. Interpreting student data in order to refine strategies for teaching and learning;
 - c. Maintaining student records reflecting attendance, performance, and discipline; and
 - d. Communicating with parents about student achievement.
4. Students are expected to share responsibility for their own learning. Examples of student responsibilities include, but are not limited to:

- a. Regularly attending school prepared to learn;
 - b. Completing all school work in a timely manner;
 - c. Abiding by the provisions of the Student Code of Conduct and conducting themselves on school grounds so as not to disrupt teaching and learning;
 - d. Arriving to school/class on time; and
 - e. Giving due consideration to feedback provided to them whether in the form of grades or written or oral commentary.
- D. The District and the Association recognize that families and community members also play an important role in student achievement. Toward that end, the District and Association agree to explore meaningful opportunities for the active involvement of family and community members in the educational process.

The parties understand that the involvement of families in their children's education is not limited solely to attendance at PTC meetings or volunteering at school. What parents do at home with their children is even more important to the total educational effort, and schools need to let parents know that they value both their contributions at school and their participation at home. Examples of family member responsibilities include, but are not limited to:

- 1. Ensuring that children attend school regularly and arrive on time and ready to learn;
 - 2. Helping students with homework and ensuring that they complete all homework assignments and hand them in on time;
 - 3. Supporting the teachers and schools by requiring their children to obey the Student Code of Conduct;
 - 4. Checking Powerschool regularly to keep track of their children's attendance, assignments, grades and overall progress;
 - 5. Communicating with teachers regularly to ensure their children's success; and
 - 6. Attending necessary meetings or cooperating with the school to find alternative, workable plans for contributing to the educational process.
- III. All the above factors contribute to student achievement. While standardized test scores are administratively convenient, they do not take into account variations and/or deficiencies in the above factors. The parties agree that standardized test scores provide data that may be useful as measures of progress or indicators of deficiencies in limited subject areas. However, test scores alone can never constitute a judgment about the overall education of a child, the performance of a teacher or the success of a school.

Many important educational factors and areas, such as creativity, cannot be assessed at all by standardized test scores. The most important use of test data is to contribute to analysis and problem-solving for the improvement of schools, teachers and students.

- IV. In consideration of the foregoing, the parties agree to work collaboratively to form an annual committee, to research and develop additional methods for assessing the performance of educators that take into account the factors described above, such as using formative evaluations, peer evaluations, student feedback, etc. The committee will also research and develop a plan for promoting and encouraging family involvement in education.
- V. Should any provision of Article 30 come into conflict with federal or state law or PED regulation that provision will become null and void and the remainder of Article 30 will remain in effect.

Article 31 - Paraprofessionals, Secretarial/Clerical Staff & Other Educational Support Personnel

I. Extra Sick Leave Day Notification

Full notification of the one extra sick leave day, provided to first-year employees to be taken during their first year of employment, shall be specifically provided in writing to Paraprofessionals and Secretarial/Clerical Staff at new-hire orientation.

II. Rest Breaks

Educational Support Personnel who work a minimum of four (4) hours shall be provided a 10-minute break with pay within the 4-hour period; those who work a full school day of a minimum of 6.75 or 7 hours shall be provided two (2) 10-minute breaks with pay. The break is intended to be a rest period inside the regular workday and cannot be combined with another break, nor with arrival, departure or duty-free lunch times. It should occur during a natural break in the work schedule, without compromising student service or safety. The scheduling of the break(s) shall be at the discretion of the principal or supervisor.

III. Preference for District Positions Outside of Contract Day

Paraprofessionals and Secretarial/Clerical Staff who apply for additional part-time work with the District will be given preference for positions for which they meet the minimum requirements and whose schedules can be matched to accommodate both their existing position and the available position desired. The district will make every effort to make said accommodation for the existing Paraprofessional or Secretarial/Clerical employee.

Article 32 - Transportation

- I. General Provision and Procedures Transportation Worker Salaries: The salary schedule provides the hourly salary rate.

Regulations for administration of the salary schedule are as follows:

A. Transportation Compensation

1. Each employee shall receive one (1) step on the salary schedule for each year of comparable experience outside of the Santa Fe Public Schools, up to a maximum of ten (10) steps.
2. Each employee shall receive one (1) year of experience on the salary schedule for each full school year of experience within the District for seniority purposes within a position.
3. Employees will be paid for any portion of the annual required in-service training (16 hours) prior to or during the school year at the regular hourly rate. This pay is supplemental pay and these hours are not included in the pay schedule. Transportation will maintain records of training hours completed for each employee. Training time will be submitted by time sheet.
4. Employees required to report for random drug and alcohol testing will be paid their hourly rate of pay for the time spent at the facility as documented by the testing facility.
5. Transportation employees will be paid their regular rate of pay for any required meetings. These meetings include but are not limited to activity meetings, disciplinary meetings, staff meetings, supervisory meetings, etc. Activities meetings are optional for Route Drivers and are for the purpose of acquiring activity trips for supplemental hours, therefore, if a driver attends a meeting, is eligible to select a trip, and elects not to select a trip, they will not be compensated for that meeting.
6. Subject to periodic verification, employees who work a minimum average of 20 hours per week will be considered employees who are eligible for benefits and sick leave.
7. Office staff, mechanics, and general transportation support employees, when required to drive a bus as part of their usual work day, will be compensated at the hourly rate of pay from the driver salary scale (based upon current step) for actual driving hours, or their regular hourly rate of pay, whichever is higher.
8. Employees of the Transportation Department will be paid their hourly rate if their routes are extended due to unforeseen circumstances such as inclement weather, road construction, road closures, student emergencies, parent delays, school

lockdowns preventing delivery or pickup of students, etc., or if they are asked to substitute for another driver's route in half-hour increments.

9. Drivers and assistants are required to conduct pre and post trip inspections and will be paid sixty (60) additional minutes per day (included in FTE) at their hourly rate of pay for these inspections, (22.5 of those minutes will be done before a.m. route and minor discrepancies will be corrected), completing required forms, fueling, ensuring the bus interior is clean and that there are no children left on the bus.
 10. All Drivers are required to work Monday through Friday as needed by the Transportation Department. Drivers with a Monday through Thursday route assigned will be notified one week in advance with their Friday schedule, and they must come in to the Transportation Office at the time specified on that day. Any work will be paid as supplemental pay at regular rate of pay. If there is no driving work, the driver will be dismissed immediately and be paid two hours of pay for showing up. This pay is not eligible for the overtime calculation.
 11. Any supplemental pay at regular hourly rate will be rounded up to the nearest quarter hour.
- B. Provision of Transportation Services: SFPS will make every effort to utilize SFPS drivers and equipment for activity trips whenever available, prior to arranging an outside contractor to satisfy the demand for transportation department, with the first priority being SFPS equipment and drivers.

II. Route Selection and Seniority

- A. All vacant regular bus routes and extra work assignments such as Field/Activity trips outside of regular school route hours shall be made available to Transportation employees on the basis of seniority within the position. School Route hours are defined as in person school days between the following times: Monday-Friday 5:00 AM-9:00 AM; Monday, Tuesday, Thursday afternoon 2:30 PM-6:00 PM; Wednesday 1:30 PM-6:00 PM; and Friday 12:45 PM-6:00 PM. All Transportation positions that become vacant will be posted for seven (7) days at the building site.
1. Hourly bus drivers will work either an a.m. only or p.m. only route, or their combined total hours each week will be less than twenty based on the Transportation needs of the district. Hourly routes are not required to be placed up for bid as only a limited number of hourly employees may select these types of routes.
 2. Drivers are only allowed to switch routes twice per contract school year. Once a driver has signed for their third route in a single school year, they will have to keep that route for the remainder of the school year. Drivers will not be permitted to switch back to a route that they had previously given up. Driver's route selection will reset every new school year.

3. The transportation Department will evaluate routes one (1) week after the 340th day and quarterly thereafter for efficiency, economy of costs and route times using routing and scheduling software to make routes efficient. If changes are needed they will be made by the department with no exception.

- B. When a bus driver takes a position other than bus driver within the Transportation Department and then returns to a bus driver position, or after any break in service, a new seniority date is established as of the return date to the bus driver position, only for the purpose of route selection. If a regular bus driver becomes a stand-by driver, the category is still considered that of a bus driver, and seniority for route selection will be in accordance with the chart above.

III. Reduction in Force

In the event of a Reduction in Force (RIF), length of continuous service will be used for seniority for each current employment category. (For example, if an employee was initially hired as a bus assistant and then transferred to a bus driver, and there was no break in service, the original date of hire as bus assistant would be used if there was a need for a RIF in the bus driver category and that was the current position for such an individual.) For employees with a break in service, time prior to such a break will not be considered.

IV. Field/Activity Trips

A. Out of Town Field/Activity Trips

1. Trip Sheets, Mileage Sheets, and any other documentation required from the Activity Coordinator must be turned in before any driver can be compensated for a trip.
2. Drivers and assistants working out of Santa Fe Public Schools' district boundaries or on overnight Field/Activity trips will be paid at their regular hourly rate for driving time, but on-duty time will not be paid, as this is a non-working period of time.
3. Drivers on out of town trips that last longer than 8 hours will be required to take a 30-minute duty free lunch. This time is considered off duty time and the driver will not be compensated for that time. The district will pay for the driver's meal for trips lasting longer than 8 hours.

B. In Town Activity Trips

1. All in town activity trips will be paid a one (1) hour minimum at the driver's regular rate of pay.
2. After the first hour the trips will be paid at the driver's regular rate of pay for hours worked.

3. Any in-town trips taken after 5:00 p.m. or on the weekends (not both) will be paid an extra half hour for every hour worked at the driver's regular rate of pay.

C. Pay for Canceled Activity Trips

1. In the event of a non-emergency cancellation of an in town trip less than 48 hours in advance; the employees who were assigned to those trips shall be paid for 1 hour at their regular rate of pay. If after 5:00 p.m. or on weekends they will be paid 1.5 hours at their regular rate of pay.
2. In the event of a non-emergency cancellation of an out of town trip less than 48 hours in advance; the employees who were assigned to those trips shall be paid at their regular rate of pay for the entire number of hours scheduled on the trip ticket, provided that they report to the Transportation Office within one hour of the trip's original start time. Drivers may still be required to drive a route, activity trip or substitute on a route during this compensated period.
3. If a driver is assigned to drive another route or trip during layover time on a route or trip, the driver is already being compensated and there is no additional pay.

V. General Procedures

- A. In cases of breakdown or accident, another bus will be sent to the site as necessary.
- B. An evaluation of the district's transportation routing and scheduling system should be conducted at least annually, immediately following the opening of school. A thorough inspection of the system that will identify those areas on each route which need attention to ensure reasonable levels of safety, efficiency and economy shall take place on a district cycle that shall not exceed five (5) years. (Per NM Statute Annotated 1978, Section 22-16-4).
- C. An attempt will be made to schedule requested conferences at school immediately following the driver's a.m. run or one-half hour before the beginning of the afternoon run.
- D. Every bus will be equipped with the following: first aid kit, broom, two-way radio, current medical records for Special Education students receiving special transportation, and safety equipment as required by law.
- E. Buses may be housed at the driver's home with prior approval from the Director of Transportation or their designee, provided a current signed agreement is in place and renewed each year. All take home buses will be considered on a case by case basis. Take home buses may be considered "extra compensation" by IRS regulation and taxes for such "extra compensation" are the sole responsibility of the Driver.

VI. Summer Route

- A. Summer routes should be assigned based on seniority. All routes will be made available for review prior to the summer meeting. Drivers and Aides who want to work a summer route will be required to bid at the summer meeting or they will lose their turn to pick.
- B. Summer routes are not required to be posted for seven (7) days prior to assignment and the department may assign summer routes as needed to meet the program needs of the students.
- C. Transportation employees who elect to work on a summer route will be compensated at their hourly rate on the salary schedule.
- D. Summer School routes are not an extension of the employees nine (9) month contract year and will not be paid as such, The following conditions apply:
 - 1. Employees cannot use any sick/personal leave.
 - 2. Routes are dependent on the program needs for the district.
- E. In compliance with SFPS Board of Education Policy #210, no employee will be supervised by a relative or someone with whom they are in a common law relationship.
- F. If changes to transportation department job descriptions or the procedures manual are being considered or proposed, a committee will be formed. The committee will include two (2) NES-SF representatives paid at their regular rate of pay and one or more representatives from Human Resources to work on the job descriptions portion.
- G. Daily attendance is required for all bus drivers and assistants.

VII. Driver Recruitment Incentive Program

The parties agree to implement a driver recruitment incentive program for the recruitment of a new bus driver (defined as a driver who has not worked for SFPS as a bus driver in the last three years) during the school year.. Up to \$1,000 will be paid out as follows: \$250 when the new driver completes ninety (90) days, and \$750 after one (1) year of service. These payments may be made in the next school year if the time period is not completed within the school year in which the driver is recruited. Both the recruiter and the new driver must continue as employees for the recruiter incentive to be paid.

VIII. Pay for Extra Duties

- A. The extra duties will include inspecting, sweeping, washing and fueling buses in the middle of the day, when to and from routes are not running. These duties will be placed for bid after the activity meeting every Thursday for the following week.

Drivers who will not go into overtime may bid on these extra duties on the basis of seniority as described in Section II above.

Drivers who bid on these additional mid-day assignments based on their schedule will receive supplemental pay equivalent to four (4) hours of work, at their regular hourly rate. This pay will be included in their regular paycheck. These hours will not be built into any driver's FTE.

IX. Sick Leave Buy Back

Transportation employees who have an accrued sick leave balance of at least ten (10) days on the November 30th payroll will be eligible to sell a maximum of ten (10) days at 100% of value back to the District on the December 15th payroll. A minimum of ten (10) days must be left in the employees accrued sick leave account.

Appendix A - Supervisors, Managers & Confidential Employees Excluded From NEA-SF Bargaining Unit

Supervisory and Managerial positions, as defined below, are excluded from the NEA-Santa Fe bargaining unit.

I. Management Employee:

Any employee who is engaged primarily in executive and management functions and is charged with the responsibility of developing, administering or effectuating all management policies.

II. Supervisory Employee:

An employee who devotes a substantial amount of work to supervisory duties, who customarily and regularly directs the work of two (2) or more employees, and who has the authority in the interest of the employer to hire, promote or discipline other employees or to recommend such actions effectively. It does not include individuals who perform routine, incidental or clerical duties or who occasionally assume supervisory or directory roles, or lead employees, who participate in peer review of occasional employee evaluation programs.

III. Confidential Employee:

Confidential employees are also excluded from the NEA-Santa Fe bargaining unit. They are employees who assist and act in a confidential capacity with respect to a person who formulates, determines and effectuates management policies. The following positions are considered to be “confidential.”

1. Board of Education Secretary
2. Secretary/Administrative Assistant to the Superintendent
3. Secretary to any Associate Superintendent
4. Secretary to the Chief Financial Officer
5. Secretary to the Chief Operations Officer
6. Staff members in the office of: Human Resources, Public Information, and Business Services

Appendix B - Salary Schedules

- I. Each licensed teacher will be placed on the appropriate SFPS Salary Schedule which is negotiated yearly.
- II. All employees in the bargaining unit will be paid no less than the minimum hourly wage set by the City of Santa Fe.
- III. Step increases (which include the agreed upon raise) will be given each school year and will be paid off of the applicable salary schedule.
- IV. Steps are added in the payroll system for years of experience beyond thirty (30) years, exceeding those shown on the pay tables, and will reflect the appropriate annual increases.
- V. All certified personnel in the Ancillary and Support Services group are included in the three tier system for certified personnel and receive the same pay increases as Tier I, II and III licensed teachers, provided they meet any SFPS internal tier system criteria, including the internal advancement program for these groups. Counselors and special education ancillary staff will be placed no lower than Tier II on the teacher/ancillary salary schedule.
- VI. Service credit for a step increase is granted to employees who work at least half of the full number of contract days required for their position. Late hires need to work, for example, 91 days of a 180-day regular contract to receive service credit, rather than just half of their own personal contract days.

Teacher/Ancillary Salary Schedule

Regulations for administration of the salary schedule are as follows:

I. Experience

- A. A licensed instructor shall receive credit for one (1) year of experience for each year of District or out-of-district experience, not to exceed a total of twenty (20) years. A year, for the purpose of this section, shall be defined as at least ninety-one (91) days of experience in a nine-month school year at a public or private school, college, or university. A year, for a licensed instructor hired effective beginning the second semester of a school year, shall be defined as ninety (90) days or completion of one term if on a block schedule.
- B. Return to Work (RTW) teachers are only credited with prior teaching experience up to twenty (20) years. Educational level within the licensure level is credited. RTW teachers are eligible for Bilingual or TESOL stipends if so endorsed and are paid in accordance with Section VII below.
- C. Employees, other than licensed instructors (ancillary staff), will be given credit for work experience with public schools from early childhood through college for up to twenty (20) years; or for equivalent job responsibilities in the private sector for up to ten (10) years. In combination, the total may not exceed 20 years for new hires.
- D. All employees who are paid off the Teachers' Salary Schedule and transfer from one job to another within the District, while remaining on the Teachers' Salary Schedule, shall retain full credit on the salary schedule for their experience with the District.

II. Training

- A. A licensed instructor or ancillary staff shall be compensated for additional training in accordance with the approved Teacher Salary Schedule. The instructor or ancillary staff shall receive credit on the salary schedule for verified training completed prior to the school year in which the compensation becomes effective provided that the instructor requests, in writing, a review of the employee's official transcript. The employee is responsible for requesting that official transcripts be sent to the District. All coursework earned at any accredited college or university shall be counted towards credit on the salary schedule, provided two-thirds (2/3) of the hours are at the graduate level. Hours credited to an MA+15 or MA+45 must have been earned after the Master's Degree.
- B. Employees receiving an Ed.S., M.F.A., Ed D., Ph.D., or J.D. will be paid at the MA+45 salary level.
- C. Beginning with coursework completed after June 30, 1994, verified credit hours earned after the completion of a Bachelor's Degree, but not counted toward a Master's Degree requirement, and which may be applied toward the requirement of a Bilingual Education endorsement shall be counted for credit on the salary schedule.

- III. Extra-service increments will be paid to employees only for extra administration responsibilities or extra duties assigned beyond the regular school day and for which additional work time is required, when approved by the Superintendent.
- IV. Personnel moving to a higher salary classification by reason of more semester hours or an advanced degree will be allowed to submit transcripts until September 30, or the last business day of September if the 30th falls on a weekend, for a change in classification for the school year. Credits must have been earned prior to the start of the school year. Salary will be paid retroactively to the start of the contract by December 1.
- V. An annual supplement of \$1,000 for Ed. S. or M.F.A. and \$1,400 for Ed. D., PhD., or J.D. will be added to the MA+45 salary levels. If an employee is less than 1.0 FTE or is a late start, the amount that employee receives is prorated.
- VI. The following stipends are awarded to teachers that meet the criteria detailed in this section. If a teacher qualifies for both TESOL and BILINGUAL stipend, they will receive the higher amount of the two.

A. \$500 TESOL or BILINGUAL stipend:

A \$500 stipend will be awarded to a TESOL or BILINGUAL endorsed classroom or SPED/Resource teacher, or a teacher that does not meet the criteria to receive a full TESOL or BILINGUAL stipend outlined in this section.

B. \$1,500 TESOL stipend:

A \$1,500 stipend will be awarded to a TESOL endorsed classroom teacher, SPED/Resource Teacher or a teacher selling their prep to teach an English Language Development (ELD) course in grades K-12, or an English Language Arts (ELD) course in grades 6-12. These courses satisfy obligations under Title VI of the Civil Rights Act of 1964 for English Learner (EL) students to attain English language proficiency. The ELD course must provide specific instruction based on EL English language proficiency levels and instruction must be provided in English with focus on reading, writing, speaking, and listening skills.

C. \$3,000 BILINGUAL stipend:

A \$3,000 stipend will be awarded to a BILINGUAL endorsed teacher teaching a bilingual course as part of a state-funded Bilingual Multicultural Education Program (BMEP).

- 1. The following schools have a Dual Language Program in which at least three (3) hours of instruction is provided in the target language. Approved bilingual courses at these schools may include: Spanish Language Arts, Bilingual Math, Bilingual Science, and Bilingual Social Studies.

- a. El Camino Real Academy

- b. Cesar Chavez Elementary
 - c. Sweeney Elementary
 - d. Ortiz Middle School
 - e. Salazar Elementary
 - f. Ramirez Thomas Elementary (K-3)
2. The following schools have a Heritage Program in which one (1) hour of instruction is provided in the target language. Approved bilingual courses at these schools may include: Spanish Language Arts, AP Spanish Language, or AP Spanish Literature.
- a. Kearny Elementary (K-6)
 - b. Milagro Middle School (Grades 7-8)
 - c. Capital High School (Grades 9-12)
 - d. Santa Fe High School (Grades 9-12)

Stipends will be prorated for late hires and those employees who do not complete a full contract year. Payment of the stipend will be prorated in the event of a change of assignment within the contract year.

VII. Bilingual Pre-K Stipend

The following stipends are awarded to Pre-K teachers, Educational Assistants (EAs), and Secretaries that meet the criteria detailed in this section. An EA or Secretary may qualify for more than one (1) stipend in this section. Preschool BILINGUAL endorsed teachers teaching in an identified bilingual pre-K program will receive an annual stipend based on a half-day or full-day program.

- 1. Bilingual endorsed Preschool teachers teaching in an identified full-day bilingual pre-K program will receive a \$3,000 stipend.
- 2. Bilingual endorsed Preschool teachers teaching in an identified half-day bilingual pre-K program will receive a \$1,500 stipend.

VIII. Educational Assistant (EA) Bilingual Services Stipend

A \$1,200 stipend will be awarded to an EA that provides daily Bilingual instruction in a classroom.

IX. Translator Stipend (EAs and Secretaries ONLY)

A \$1,000 translator stipend will be awarded to an EA or Secretary that utilizes their bilingual communication skills to assist classroom teachers, administrators and families with verbal bilingual communication.

- X. Counselors, Nurses, and other ancillary staff who work extra days before and after the school year shall be paid for up to ten (10) days added as supplemental pay at their regular contract rate for high schools, and up to five (5) days for middle schools, K-8 schools, alternative high schools and elementary schools when agreed to by principal and employee. Time sheets must be submitted to receive payment.
- XI. Gifted Teachers in High Poverty Schools: Teachers with a gifted endorsement teaching in school-wide free lunch schools will receive a stipend of \$1,500.

2025-2026 SFPS Teacher and Ancillary Staff Salary Schedule

Level 1 Teacher Salary Schedule

Step	BA	BA+15	BA+45	MA	MA+15	MA+45
0	\$ 55,000	\$ 55,005	\$ 55,010	\$ 55,015	\$ 55,020	\$ 55,025
1	\$ 55,001	\$ 55,006	\$ 55,011	\$ 55,016	\$ 55,021	\$ 55,026
2	\$ 55,002	\$ 55,007	\$ 55,012	\$ 55,017	\$ 55,022	\$ 55,027
3	\$ 56,774	\$ 56,779	\$ 56,785	\$ 56,791	\$ 56,796	\$ 56,802
4	\$ 56,779	\$ 56,785	\$ 56,791	\$ 56,796	\$ 56,802	\$ 56,808
5	\$ 56,785	\$ 56,791	\$ 56,796	\$ 56,802	\$ 56,808	\$ 56,813
6	\$ 56,791	\$ 56,796	\$ 56,802	\$ 56,808	\$ 56,813	\$ 56,819
7	\$ 56,796	\$ 56,802	\$ 56,808	\$ 56,813	\$ 56,819	\$ 56,825
8	\$ 56,802	\$ 56,808	\$ 56,813	\$ 56,819	\$ 56,825	\$ 56,830
9	\$ 56,808	\$ 56,813	\$ 56,819	\$ 56,825	\$ 56,830	\$ 56,836
10	\$ 56,813	\$ 56,819	\$ 56,825	\$ 56,830	\$ 56,836	\$ 56,842
11	\$ 56,819	\$ 56,825	\$ 56,830	\$ 56,836	\$ 56,842	\$ 56,847
12	\$ 56,825	\$ 56,830	\$ 56,836	\$ 56,842	\$ 56,847	\$ 56,853
13	\$ 56,830	\$ 56,836	\$ 56,842	\$ 56,847	\$ 56,853	\$ 56,859
14	\$ 56,836	\$ 56,842	\$ 56,847	\$ 56,853	\$ 56,859	\$ 56,864
15	\$ 56,842	\$ 56,847	\$ 56,853	\$ 56,859	\$ 56,864	\$ 56,870
16	\$ 56,847	\$ 56,853	\$ 56,859	\$ 56,864	\$ 56,870	\$ 56,876
17	\$ 56,853	\$ 56,859	\$ 56,864	\$ 56,870	\$ 56,876	\$ 56,881
18	\$ 56,859	\$ 56,864	\$ 56,870	\$ 56,876	\$ 56,881	\$ 56,887
19	\$ 56,864	\$ 56,870	\$ 56,876	\$ 56,881	\$ 56,887	\$ 56,893
20	\$ 56,870	\$ 56,876	\$ 56,881	\$ 56,887	\$ 56,893	\$ 56,899
21	\$ 56,876	\$ 56,881	\$ 56,887	\$ 56,893	\$ 56,899	\$ 56,904
22	\$ 56,881	\$ 56,887	\$ 56,893	\$ 56,899	\$ 56,904	\$ 56,910
23	\$ 56,887	\$ 56,893	\$ 56,899	\$ 56,904	\$ 56,910	\$ 56,916
24	\$ 56,893	\$ 56,899	\$ 56,904	\$ 56,910	\$ 56,916	\$ 56,921
25	\$ 56,899	\$ 56,904	\$ 56,910	\$ 56,916	\$ 56,921	\$ 56,927

New Hires may be credited with up to 20 years of experience. For employees with more than 25 years of service, the steps and salary cells continue in the payroll system. Call payroll office for more information.

Level 2 Teacher Salary Schedule

Step	BA	BA+15	BA+45	MA	MA+15	MA+45
0	\$ 65,000	\$ 65,020	\$ 65,040	\$ 65,060	\$ 65,080	\$ 65,100
1	\$ 65,001	\$ 65,021	\$ 65,041	\$ 65,061	\$ 65,081	\$ 65,101
2	\$ 65,002	\$ 65,022	\$ 65,042	\$ 65,062	\$ 65,082	\$ 65,102
3	\$ 68,128	\$ 68,151	\$ 68,174	\$ 68,196	\$ 68,219	\$ 68,242
4	\$ 68,151	\$ 68,174	\$ 68,196	\$ 68,219	\$ 68,242	\$ 68,265
5	\$ 68,174	\$ 68,196	\$ 68,219	\$ 68,242	\$ 68,265	\$ 68,287
6	\$ 68,196	\$ 68,219	\$ 68,242	\$ 68,265	\$ 68,287	\$ 68,310
7	\$ 68,219	\$ 68,242	\$ 68,265	\$ 68,287	\$ 68,310	\$ 68,333
8	\$ 68,242	\$ 68,265	\$ 68,287	\$ 68,310	\$ 68,333	\$ 68,355
9	\$ 68,265	\$ 68,287	\$ 68,310	\$ 68,333	\$ 68,355	\$ 68,378
10	\$ 68,287	\$ 68,310	\$ 68,333	\$ 68,355	\$ 68,378	\$ 68,401
11	\$ 68,310	\$ 68,333	\$ 68,355	\$ 68,378	\$ 68,401	\$ 68,424
12	\$ 68,333	\$ 68,355	\$ 68,378	\$ 68,401	\$ 68,424	\$ 68,446
13	\$ 68,355	\$ 68,378	\$ 68,401	\$ 68,424	\$ 68,446	\$ 68,469
14	\$ 68,378	\$ 68,401	\$ 68,424	\$ 68,446	\$ 68,469	\$ 68,492
15	\$ 68,401	\$ 68,424	\$ 68,446	\$ 68,469	\$ 68,492	\$ 68,514
16	\$ 68,424	\$ 68,446	\$ 68,469	\$ 68,492	\$ 68,514	\$ 68,537
17	\$ 68,446	\$ 68,469	\$ 68,492	\$ 68,514	\$ 68,537	\$ 68,560
18	\$ 68,469	\$ 68,492	\$ 68,514	\$ 68,537	\$ 68,560	\$ 68,583
19	\$ 68,492	\$ 68,514	\$ 68,537	\$ 68,560	\$ 68,583	\$ 68,605
20	\$ 68,514	\$ 68,537	\$ 68,560	\$ 68,583	\$ 68,605	\$ 68,628
21	\$ 68,537	\$ 68,560	\$ 68,583	\$ 68,605	\$ 68,628	\$ 68,651
22	\$ 68,560	\$ 68,583	\$ 68,605	\$ 68,628	\$ 68,651	\$ 68,673
23	\$ 68,583	\$ 68,605	\$ 68,628	\$ 68,651	\$ 68,673	\$ 68,696
24	\$ 68,605	\$ 68,628	\$ 68,651	\$ 68,673	\$ 68,696	\$ 69,014
25	\$ 68,628	\$ 68,651	\$ 68,673	\$ 68,696	\$ 69,014	\$ 69,037

New Hires may be credited with up to 20 years of experience. For employees with more than 25 years of service, the steps and salary cells continue in the payroll system. Call payroll office for more information.

Level 3 Teacher Salary Schedule

Step	BA	BA+15	BA+45	MA	MA+15	MA+45
0	\$ 75,000	\$ 75,030	\$ 75,060	\$ 75,090	\$ 75,120	\$ 75,150
1	\$ 75,001	\$ 75,031	\$ 75,061	\$ 75,091	\$ 75,121	\$ 75,151
2	\$ 75,002	\$ 75,032	\$ 75,062	\$ 75,092	\$ 75,122	\$ 75,152
3	\$ 79,483	\$ 79,517	\$ 79,551	\$ 79,585	\$ 79,619	\$ 79,653
4	\$ 79,517	\$ 79,551	\$ 79,585	\$ 79,619	\$ 79,653	\$ 79,687
5	\$ 79,551	\$ 79,585	\$ 79,619	\$ 79,653	\$ 79,687	\$ 79,721
6	\$ 79,585	\$ 79,619	\$ 79,653	\$ 79,687	\$ 79,721	\$ 79,756
7	\$ 79,619	\$ 79,653	\$ 79,687	\$ 79,721	\$ 79,756	\$ 79,790
8	\$ 79,653	\$ 79,687	\$ 79,721	\$ 79,756	\$ 79,790	\$ 79,824
9	\$ 79,687	\$ 79,721	\$ 79,756	\$ 79,790	\$ 79,824	\$ 79,858
10	\$ 79,721	\$ 79,756	\$ 79,790	\$ 79,824	\$ 79,858	\$ 79,892
11	\$ 79,756	\$ 79,790	\$ 79,824	\$ 79,858	\$ 79,892	\$ 79,926
12	\$ 79,790	\$ 79,824	\$ 79,858	\$ 79,892	\$ 79,926	\$ 79,960
13	\$ 79,824	\$ 79,858	\$ 79,892	\$ 79,926	\$ 79,960	\$ 79,994
14	\$ 79,858	\$ 79,892	\$ 79,926	\$ 79,960	\$ 79,994	\$ 80,028
15	\$ 79,892	\$ 79,926	\$ 79,960	\$ 79,994	\$ 80,028	\$ 80,062
16	\$ 79,926	\$ 79,960	\$ 79,994	\$ 80,028	\$ 80,062	\$ 80,096
17	\$ 79,960	\$ 79,994	\$ 80,028	\$ 80,062	\$ 80,096	\$ 80,130
18	\$ 79,994	\$ 80,028	\$ 80,062	\$ 80,096	\$ 80,130	\$ 80,164
19	\$ 80,028	\$ 80,062	\$ 80,096	\$ 80,130	\$ 80,164	\$ 80,198
20	\$ 80,062	\$ 80,096	\$ 80,130	\$ 80,164	\$ 80,198	\$ 80,232
21	\$ 80,096	\$ 80,130	\$ 80,164	\$ 80,198	\$ 80,232	\$ 80,267
22	\$ 80,130	\$ 80,164	\$ 80,198	\$ 80,232	\$ 80,267	\$ 80,301
23	\$ 80,164	\$ 80,198	\$ 80,232	\$ 80,267	\$ 80,301	\$ 80,335
24	\$ 80,198	\$ 80,232	\$ 80,267	\$ 80,301	\$ 80,335	\$ 80,369
25	\$ 80,232	\$ 80,267	\$ 80,301	\$ 80,335	\$ 80,369	\$ 80,403

New Hires may be credited with up to 20 years of experience. For employees with more than 25 years of service, the steps and salary cells continue in the payroll system. Call payroll office for more information.

Teacher workday is considered to be 7 hours per day for elementary (PreK-6) teachers, 7 hours and 5 minutes per day for middle school teachers, and 7 hours and 10 minutes per day for high school teachers. For the purpose of calculating an hourly rate of pay, 7 hours per day will be used as the basis for those calculations.

Early Childhood Center Salary Schedule

2025-2026 SFPS Early Childhood Center Salary Schedule

Step	Early Childhood Assistant		Step	Early Childhood Educator		
	HS + ECC Certificate	Assoc Degree		AA	BA	MA
0	\$ 30,652.80	\$ 31,054.50	0	\$ 42,857.14	\$ 53,571.43	\$ 64,285.71
1	\$ 31,878.91	\$ 32,296.68	1	\$ 44,571.43	\$ 55,714.29	\$ 66,857.14
2	\$ 31,889.31	\$ 32,322.68	2	\$ 44,581.83	\$ 55,724.69	\$ 66,867.54
3	\$ 31,899.71	\$ 32,348.68	3	\$ 44,592.23	\$ 55,735.09	\$ 66,877.94
4	\$ 31,910.11	\$ 32,374.68	4	\$ 44,602.63	\$ 55,745.49	\$ 66,888.34
5	\$ 31,920.51	\$ 32,400.68	5	\$ 44,613.03	\$ 55,755.89	\$ 66,898.74
6	\$ 31,930.91	\$ 32,426.68	6	\$ 44,623.43	\$ 55,766.29	\$ 66,909.14
7	\$ 31,941.31	\$ 32,452.68	7	\$ 44,633.83	\$ 55,776.69	\$ 66,919.54
8	\$ 31,951.71	\$ 32,478.68	8	\$ 44,644.23	\$ 55,787.09	\$ 66,929.94
9	\$ 31,962.11	\$ 32,504.68	9	\$ 44,654.63	\$ 55,797.49	\$ 66,940.34
10	\$ 31,972.51	\$ 32,530.68	10	\$ 44,665.03	\$ 55,807.89	\$ 66,950.74
11	\$ 31,982.91	\$ 32,556.68	11	\$ 44,675.43	\$ 55,818.29	\$ 66,961.14
12	\$ 31,993.31	\$ 32,582.68	12	\$ 44,685.83	\$ 55,828.69	\$ 66,971.54
13	\$ 32,003.71	\$ 32,608.68	13	\$ 44,696.23	\$ 55,839.09	\$ 66,981.94
14	\$ 32,014.11	\$ 32,634.68	14	\$ 44,706.63	\$ 55,849.49	\$ 66,992.34
15	\$ 32,024.51	\$ 32,660.68	15	\$ 44,717.03	\$ 55,859.89	\$ 67,002.74
16	\$ 32,034.91	\$ 32,686.68	16	\$ 44,727.43	\$ 55,870.29	\$ 67,013.14
17	\$ 32,045.31	\$ 32,712.68	17	\$ 44,737.83	\$ 55,880.69	\$ 67,023.54
18	\$ 32,055.71	\$ 32,738.68	18	\$ 44,748.23	\$ 55,891.09	\$ 67,033.94
19	\$ 32,066.11	\$ 32,764.68	19	\$ 44,758.63	\$ 55,901.49	\$ 67,044.34
20	\$ 32,076.51	\$ 32,790.68	20	\$ 44,769.03	\$ 55,911.89	\$ 67,054.74
21	\$ 32,086.91	\$ 32,816.68	21	\$ 44,779.43	\$ 55,922.29	\$ 67,065.14
22	\$ 32,097.31	\$ 32,842.68	22	\$ 44,789.83	\$ 55,932.69	\$ 67,075.54
23	\$ 32,107.71	\$ 32,868.68	23	\$ 44,800.23	\$ 55,943.09	\$ 67,085.94
24	\$ 32,118.11	\$ 32,894.68	24	\$ 44,810.63	\$ 55,953.49	\$ 67,096.34
25	\$ 32,128.51	\$ 32,920.68	25	\$ 44,821.03	\$ 55,963.89	\$ 67,106.74
Annual salary is based on seven (7) hours and thirty (30) minutes hours per day, one hundred ninety five (195) days per year. New employees can bring a maximum of 10 years or previous experience.						

Librarian Salary Schedule

Regulations for administration of the salary schedule are as follows:

- I. Elementary Librarians/Library Paraprofessionals will receive an increment based on Student Population ADM on the average of the 80th and 120th day of the prior school year. The increment is calculated based on the Base Pay, Step 0. If an employee is less than 1.0 FTE or is a late hire, the amount that employee receives is prorated.

100-200	.060
201-300	.070
301-350	.075
351-400	.080
401-450	.085
451-500	.090
501-550	.095
551-600	.100
601-650	.105

- II. Elementary Library Paraprofessionals will be paid as per the current salary schedule. Those with a BA or BS, with appropriate documentation, will be paid at the +60 credit hour column.
- III. Employees will be given full credit for experience with Santa Fe Public Schools. One year of approved experience is designated as nine (9) teaching months. No more than nine (9) months shall be allowed credit for each teaching year. Library Paraprofessionals with a major fraction of a teaching year (91 or more teaching days) shall be allowed credit for a full year's teaching.
- IV. No more than ten (10) years of previous experience outside the District will be allowed for placement on the salary schedule. Whenever an employee is promoted to a higher classification due to education growth, he/she shall be placed on the schedule with his/her experience and accepted education achievement.
- V. Personnel moving to a higher classification by reason of more semester hours will be allowed to submit transcripts until September 30, or the last business day of September if the 30th falls on a weekend, for a change in classification for the school year. Course approval forms for this professional growth may be submitted at any date before the close of that current school year.

Paraprofessional/Education Paraprofessional (EA) and Library EA Salary Schedule

Regulations for administration of the salary schedule are as follows:

- I. Employees will be given full credit for experience with Santa Fe Public Schools. One-year approved experience is designated as nine (9) teaching months. No more than nine (9) months shall be allowed credit for each teaching year.
- II. No more than ten (10) years of previous experience outside the District will be allowed for placement on the salary schedule. Whenever an employee is promoted to a higher classification due to education growth, he/she shall be placed on the schedule with his/her experience and accepted education achievement.
- III. Personnel moving to a higher classification by reason of more semester hours will be allowed to submit transcripts until September 30, or the last day of September if the 30th falls on a weekend, for a change in classification for the school year. Course approval forms for this professional growth may be submitted at any date before the close of that current school year.
- IV. Education Paraprofessionals serving as Interpreters hired to work with deaf and hard of hearing students, or blind students using Braille, in an elementary setting will receive a supplement of \$1,300 added to their annual salary as compensation for sign language or Braille skills. Payment is made in equal installments every pay period commencing in January.
- V. When an Education Paraprofessional covers noon duty for one period, and then receives a duty-free lunch, the noon duty assignment falls within the Education Paraprofessional duties and is not compensated. If an Education Paraprofessional is needed to cover more than one noon duty, he/she may not cover more than one session per day for compensation and must still have a duty-free lunch.

2025-2026 SFPS Paraprofessional/Educational Assistant (EA) and Library EA Salary Schedule

Step	BASE		BASE10		BASE25		BASE40		BASE60	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
0	\$19.84	\$25,276	\$19.86	\$25,302	\$19.88	\$25,327	\$19.90	\$25,353	\$19.92	\$25,378
1	\$20.63	\$26,287	\$20.65	\$26,314	\$20.68	\$26,340	\$20.70	\$26,367	\$20.72	\$26,393
2	\$21.25	\$27,078	\$21.28	\$27,105	\$21.30	\$27,132	\$21.32	\$27,159	\$21.34	\$27,186
3	\$21.30	\$27,132	\$21.32	\$27,159	\$21.34	\$27,186	\$21.36	\$27,213	\$21.38	\$27,240
4	\$21.34	\$27,186	\$21.36	\$27,213	\$21.38	\$27,240	\$21.40	\$27,267	\$21.42	\$27,294
5	\$21.38	\$27,240	\$21.40	\$27,267	\$21.42	\$27,294	\$21.45	\$27,321	\$21.47	\$27,348
6	\$21.42	\$27,294	\$21.45	\$27,321	\$21.47	\$27,348	\$21.49	\$27,375	\$21.51	\$27,402
7	\$21.47	\$27,348	\$21.49	\$27,375	\$21.51	\$27,402	\$21.53	\$27,430	\$21.55	\$27,457
8	\$21.51	\$27,402	\$21.53	\$27,430	\$21.55	\$27,457	\$21.57	\$27,484	\$21.59	\$27,511
9	\$21.55	\$27,457	\$21.57	\$27,484	\$21.59	\$27,511	\$21.62	\$27,538	\$21.64	\$27,565
10	\$21.59	\$27,511	\$21.62	\$27,538	\$21.64	\$27,565	\$21.66	\$27,592	\$21.68	\$27,619
11	\$21.64	\$27,565	\$21.66	\$27,592	\$21.68	\$27,619	\$21.70	\$27,646	\$21.72	\$27,673
12	\$21.68	\$27,619	\$21.70	\$27,646	\$21.72	\$27,673	\$21.74	\$27,700	\$21.76	\$27,727
13	\$21.76	\$27,727	\$21.79	\$27,754	\$21.81	\$27,782	\$21.83	\$27,809	\$21.85	\$27,836
14	\$21.85	\$27,836	\$21.87	\$27,863	\$21.89	\$27,890	\$21.91	\$27,917	\$21.93	\$27,944
15	\$21.93	\$27,944	\$21.96	\$27,971	\$21.98	\$27,998	\$22.00	\$28,025	\$22.02	\$28,052
16	\$22.02	\$28,052	\$22.04	\$28,079	\$22.06	\$28,107	\$22.08	\$28,134	\$22.10	\$28,161
17	\$22.10	\$28,161	\$22.13	\$28,188	\$22.15	\$28,215	\$22.17	\$28,242	\$22.19	\$28,269
18	\$22.19	\$28,269	\$22.21	\$28,296	\$22.23	\$28,323	\$22.25	\$28,350	\$22.27	\$28,377
19	\$22.27	\$28,377	\$22.30	\$28,404	\$22.32	\$28,431	\$22.34	\$28,459	\$22.36	\$28,486
20	\$22.36	\$28,486	\$22.38	\$28,513	\$22.40	\$28,540	\$22.42	\$28,567	\$22.44	\$28,594
21	\$22.66	\$28,865	\$22.68	\$28,892	\$22.70	\$28,919	\$22.72	\$28,946	\$22.74	\$28,973
22	\$22.95	\$29,244	\$22.98	\$29,271	\$23.00	\$29,298	\$23.02	\$29,325	\$23.04	\$29,352
23	\$23.55	\$30,002	\$23.57	\$30,029	\$23.59	\$30,056	\$23.61	\$30,083	\$23.63	\$30,110
24	\$23.85	\$30,381	\$23.87	\$30,408	\$23.89	\$30,435	\$23.91	\$30,462	\$23.93	\$30,489
25	\$24.14	\$30,760	\$24.17	\$30,787	\$24.19	\$30,814	\$24.21	\$30,841	\$24.23	\$30,868

For employees with more than twenty five (25) years of service, the steps and salary cells continue in the payroll system. Contact the payroll office for more information. Annual Salary is based on one hundred eighty two (182) days, 7 hours per day.

Educational Behavioral Health Associate Salary Schedule

Regulations for administration of the salary schedule are as follows:

- I. Employees will be given full credit for experience in this job class with Santa Fe Public Schools. One-year approved experience is designated as nine (9) teaching months. No more than nine (9) months shall be allowed credit for each teaching year.
- II. No more than five (5) years of previous experience outside the District will be allowed for placement on the salary schedule.
- III. When an EBHA covers noon duty for one period, and then receives a duty-free lunch, the noon duty assignment falls within the EBHA duties and is not compensated. If an EBHA is needed to cover more than one noon duty, he/she may not cover more than one session per day for compensation and must still have a duty-free lunch.
- IV. Any education assistant substituting for EBHAs will receive the EBHA rate of pay for the time of the substitution, if it is more than the employee's normal rate of pay. The employee must submit a timesheet for this pay.
- V. Educational Behavioral Health Associates are assigned to designated special education classrooms and or students and are prohibited from substituting for paraprofessionals in general education classrooms. They will receive compensation when substituting for a special education teacher absence at a rate of \$12.10.
- VI. Educational Behavioral Health Associates are required to complete and maintain the following trainings and certifications:
 1. First Aid/Cardiopulmonary Resuscitation Training (CPR)
 2. Nonviolent Crisis Intervention (CPI)
 3. Special Health Aid Training for Medically Fragile classrooms

**2025-2026 SFPS EBHA
and Nurse Aide Salary Schedule**

Step	Hourly	Annual
0	\$20.64	\$26,289
1	\$21.46	\$27,340
2	\$22.10	\$28,160
3	\$22.23	\$28,322
4	\$22.36	\$28,485
5	\$22.49	\$28,648
6	\$22.61	\$28,810
7	\$22.74	\$28,972
8	\$22.87	\$29,135
9	\$23.00	\$29,298
10	\$23.40	\$29,810
11	\$24.22	\$30,860
12	\$25.01	\$31,859
13	\$25.57	\$32,577
14	\$26.12	\$33,278
15	\$26.68	\$33,994
16	\$27.26	\$34,727
17	\$27.81	\$35,429
18	\$28.37	\$36,143
19	\$28.92	\$36,844
20	\$29.50	\$37,578
21	\$30.44	\$38,778
22	\$30.61	\$38,996
23	\$30.63	\$39,024
24	\$30.65	\$39,053
25	\$30.68	\$39,081

For employees with more than twenty five (25) years of service, the steps and salary cells continue in the payroll system. Contact the payroll office for more information.

Annual salary is based on one hundred eighty two (182) days, 7 hours per day.

Licensed Practical Nurse (LPN) and Associate Degree Nurse Salary Schedule

Regulations for administration of the salary schedule are as follows:

- I. Employees will be given one year of credit for experience with Santa Fe Public Schools. One year is defined as a full nine (9) month school year. No more than ten (10) years of previous experience outside the District will be allowed for placement on the salary schedule. One year of credit for outside experience is defined as either a full nine (9) month school year or one full twelve (12) month year in a clinical setting.
- II. Applicable license and college degree are required for these positions.
- III. LPNs and Associate Degreed nurses are not required to provide duty coverage.
- IV. LPNs and Associate Degreed nurses receive a thirty (30) minute duty free lunch.

Secretarial/Clerical Salary Schedule

Regulations for administration of the salary schedule are as follows:

- I. Increments for school site secretaries will be added to each person's salary based on Student Population ADM on the average of the 80th and 120th day of the prior school year. The increment is calculated based on the Base Pay, Step 0. If an employee is less than 1.0 FTE or is a late hire, the amount that employee receives is prorated.

100-200	.010
201-300	.015
301-350	.0175
351-400	.020
401-450	.0225
451-500	.025
501-550	.0275
551-600	.030
601-650	.0325
651+	.0350

- II. In setting salaries for newly hired Secretaries, a maximum of ten (10) years outside comparable secretarial and/or administrative experience shall be allowed. Secretaries have a work year of either 200, 220 or 260 days. The salary is set by a combination of years of experience and education. The pay tables are established by the following educational levels: (1) High School Diploma/GED, (2) 12 units of college coursework, (3) 30 units or (4) 60+ units. In order to be placed in a salary column for coursework beyond a High School Diploma or GED, official transcripts need to be submitted to Human Resources for review and acceptance. Until the course work is accepted, placement will initially be in the High School Diploma/GED column. New hires have ninety (90) days from date of hire to submit official transcripts.

III. Days Worked

- A. 260 Days: 12-month employees are Administrative Secretaries, Maintenance Secretaries, Warehouse Secretaries, Health Services Secretaries, Transportation Secretaries and some other department secretaries
- B. 220 Days: Some Secondary Secretaries and some Department Secretaries 200 Days: Some Secondary Secretaries and all Elementary Secretaries.
- C. Any secretary that had 12 years longevity prior to fiscal year 1992 will be calculated at 75 per year. Any secretary that has 12 years longevity after fiscal year 1992 will be calculated based on .01 of step 12 at 260 days.

2025-2026 SFPS Secretary Salary Schedule

Step	Hrly	HS/GED		12 Credit Hours				30 Credit Hours				60 Credit Hours				
		200	220	260	Hrly	200	220	260	Hrly	200	220	260	Hrly	200	220	260
0	\$ 15.63	\$ 25,008.00	\$ 27,509.00	\$ 32,510.00	\$ 15.88	\$ 25,408.00	\$ 27,949.00	\$ 33,030.00	\$ 16.08	\$ 25,728.00	\$ 28,301.00	\$ 33,446.00	\$ 16.28	\$ 26,048.00	\$ 28,653.00	\$ 33,862.00
1	\$ 16.26	\$ 26,008.32	\$ 28,609.15	\$ 33,810.82	\$ 16.52	\$ 26,424.32	\$ 29,066.75	\$ 34,351.62	\$ 16.72	\$ 26,757.12	\$ 29,432.83	\$ 34,784.26	\$ 16.93	\$ 27,089.92	\$ 29,798.91	\$ 35,216.90
2	\$ 16.90	\$ 27,040.00	\$ 29,744.00	\$ 35,152.00	\$ 17.06	\$ 27,289.60	\$ 30,018.56	\$ 35,476.48	\$ 17.21	\$ 27,539.20	\$ 30,293.12	\$ 35,800.96	\$ 17.37	\$ 27,788.80	\$ 30,567.68	\$ 36,125.44
3	\$ 17.04	\$ 27,256.32	\$ 29,981.95	\$ 35,433.22	\$ 17.32	\$ 27,705.60	\$ 30,476.16	\$ 36,017.28	\$ 17.54	\$ 28,071.68	\$ 30,878.85	\$ 36,493.18	\$ 17.77	\$ 28,437.76	\$ 31,281.54	\$ 36,969.09
4	\$ 17.20	\$ 27,522.56	\$ 30,274.82	\$ 35,779.33	\$ 17.48	\$ 27,971.84	\$ 30,769.02	\$ 36,363.39	\$ 17.71	\$ 28,337.92	\$ 31,171.71	\$ 36,839.30	\$ 17.94	\$ 28,704.00	\$ 31,574.40	\$ 37,315.20
5	\$ 17.37	\$ 27,788.80	\$ 30,567.68	\$ 36,125.44	\$ 17.66	\$ 28,254.72	\$ 31,080.19	\$ 36,731.14	\$ 17.89	\$ 28,620.80	\$ 31,482.88	\$ 37,207.04	\$ 18.11	\$ 28,970.24	\$ 31,867.26	\$ 37,661.31
6	\$ 17.54	\$ 28,071.68	\$ 30,878.85	\$ 36,493.18	\$ 17.83	\$ 28,520.96	\$ 31,373.06	\$ 37,077.25	\$ 18.05	\$ 28,887.04	\$ 31,775.74	\$ 37,553.15	\$ 18.28	\$ 29,253.12	\$ 32,178.43	\$ 38,029.06
7	\$ 17.71	\$ 28,337.92	\$ 31,171.71	\$ 36,839.30	\$ 17.99	\$ 28,787.20	\$ 31,665.92	\$ 37,423.36	\$ 18.22	\$ 29,153.28	\$ 32,068.61	\$ 37,899.26	\$ 18.45	\$ 29,519.36	\$ 32,471.30	\$ 38,375.17
8	\$ 17.89	\$ 28,620.80	\$ 31,482.88	\$ 37,207.04	\$ 18.17	\$ 29,070.08	\$ 31,977.09	\$ 37,791.10	\$ 18.40	\$ 29,436.16	\$ 32,379.78	\$ 38,267.01	\$ 18.63	\$ 29,802.24	\$ 32,782.46	\$ 38,742.91
9	\$ 18.05	\$ 28,887.04	\$ 31,775.74	\$ 37,553.15	\$ 18.34	\$ 29,336.32	\$ 32,269.95	\$ 38,137.22	\$ 18.56	\$ 29,702.40	\$ 32,672.64	\$ 38,613.12	\$ 18.79	\$ 30,068.48	\$ 33,075.33	\$ 39,089.02
10	\$ 18.22	\$ 29,153.28	\$ 32,068.61	\$ 37,899.26	\$ 18.51	\$ 29,619.20	\$ 32,581.12	\$ 38,504.96	\$ 18.73	\$ 29,968.64	\$ 32,965.50	\$ 38,959.23	\$ 18.96	\$ 30,334.72	\$ 33,368.19	\$ 39,435.14
11	\$ 18.40	\$ 29,436.16	\$ 32,379.78	\$ 38,267.01	\$ 18.68	\$ 29,885.44	\$ 32,873.98	\$ 38,851.07	\$ 18.91	\$ 30,251.52	\$ 33,276.67	\$ 39,326.98	\$ 19.14	\$ 30,617.60	\$ 33,679.36	\$ 39,802.88
12	\$ 18.56	\$ 29,702.40	\$ 32,672.64	\$ 38,613.12	\$ 18.84	\$ 30,151.68	\$ 33,166.85	\$ 39,197.18	\$ 19.07	\$ 30,517.76	\$ 33,569.54	\$ 39,673.09	\$ 19.30	\$ 30,883.84	\$ 33,972.22	\$ 40,148.99
13	\$ 18.73	\$ 29,968.64	\$ 32,965.50	\$ 38,959.23	\$ 19.02	\$ 30,434.56	\$ 33,478.02	\$ 39,564.93	\$ 19.25	\$ 30,800.64	\$ 33,880.70	\$ 40,040.83	\$ 19.47	\$ 31,150.08	\$ 34,265.09	\$ 40,495.10
14	\$ 18.91	\$ 30,251.52	\$ 33,276.67	\$ 39,326.98	\$ 19.19	\$ 30,700.80	\$ 33,770.88	\$ 39,911.04	\$ 19.42	\$ 31,066.88	\$ 34,173.57	\$ 40,386.94	\$ 19.65	\$ 31,432.96	\$ 34,576.26	\$ 40,862.85
15	\$ 19.07	\$ 30,517.76	\$ 33,569.54	\$ 39,673.09	\$ 19.36	\$ 30,983.68	\$ 34,082.05	\$ 40,278.78	\$ 19.58	\$ 31,333.12	\$ 34,466.43	\$ 40,733.06	\$ 19.81	\$ 31,699.20	\$ 34,869.12	\$ 41,208.96
16	\$ 19.25	\$ 30,800.64	\$ 33,880.70	\$ 40,040.83	\$ 19.53	\$ 31,249.92	\$ 34,374.91	\$ 40,624.90	\$ 19.76	\$ 31,616.00	\$ 34,777.60	\$ 41,100.80	\$ 19.99	\$ 31,982.08	\$ 35,180.29	\$ 41,576.70
17	\$ 19.42	\$ 31,066.88	\$ 34,173.57	\$ 40,386.94	\$ 19.70	\$ 31,516.16	\$ 34,667.78	\$ 40,971.01	\$ 19.93	\$ 31,882.24	\$ 35,070.46	\$ 41,446.91	\$ 20.16	\$ 32,248.32	\$ 35,473.15	\$ 41,922.82
18	\$ 19.58	\$ 31,333.12	\$ 34,466.43	\$ 40,733.06	\$ 19.87	\$ 31,799.04	\$ 34,978.94	\$ 41,338.75	\$ 20.10	\$ 32,165.12	\$ 35,381.63	\$ 41,814.66	\$ 20.32	\$ 32,514.56	\$ 35,766.02	\$ 42,268.93
19	\$ 19.76	\$ 31,616.00	\$ 34,777.60	\$ 41,100.80	\$ 20.04	\$ 32,065.28	\$ 35,271.81	\$ 41,684.86	\$ 20.27	\$ 32,431.36	\$ 35,674.50	\$ 42,160.77	\$ 20.50	\$ 32,797.44	\$ 36,077.18	\$ 42,636.67
20	\$ 19.93	\$ 31,882.24	\$ 35,070.46	\$ 41,446.91	\$ 20.21	\$ 32,331.52	\$ 35,564.67	\$ 42,030.98	\$ 20.44	\$ 32,697.60	\$ 35,967.36	\$ 42,506.88	\$ 20.66	\$ 33,063.68	\$ 36,370.05	\$ 42,982.78
21	\$ 20.10	\$ 32,165.12	\$ 35,381.63	\$ 41,814.66	\$ 20.38	\$ 32,614.40	\$ 35,875.84	\$ 42,398.72	\$ 20.61	\$ 32,980.48	\$ 36,278.53	\$ 42,874.62	\$ 20.83	\$ 33,329.92	\$ 36,662.91	\$ 43,328.90
22	\$ 20.27	\$ 32,431.36	\$ 35,674.50	\$ 42,160.77	\$ 20.55	\$ 32,880.64	\$ 36,168.70	\$ 42,744.83	\$ 20.78	\$ 33,246.72	\$ 36,571.39	\$ 43,220.74	\$ 21.01	\$ 33,612.80	\$ 36,974.08	\$ 43,696.64
23	\$ 20.44	\$ 32,697.60	\$ 35,967.36	\$ 42,506.88	\$ 20.73	\$ 33,163.52	\$ 36,479.87	\$ 43,112.58	\$ 20.95	\$ 33,512.96	\$ 36,864.26	\$ 43,566.85	\$ 21.17	\$ 33,879.04	\$ 37,266.94	\$ 44,042.75
24	\$ 20.61	\$ 32,980.48	\$ 36,278.53	\$ 42,874.62	\$ 20.89	\$ 33,439.76	\$ 36,772.74	\$ 43,458.69	\$ 21.12	\$ 33,795.84	\$ 37,175.42	\$ 43,934.59	\$ 21.35	\$ 34,161.92	\$ 37,578.11	\$ 44,410.50
25	\$ 20.78	\$ 33,246.72	\$ 36,571.39	\$ 43,220.74	\$ 21.06	\$ 33,696.00	\$ 37,065.60	\$ 43,804.80	\$ 21.29	\$ 34,062.08	\$ 37,468.29	\$ 44,280.70	\$ 21.52	\$ 34,428.16	\$ 37,870.98	\$ 44,756.61

Transportation Salary Schedules

2025-2026 SFPS Transportation Salary Schedule Bus Assistants and Bus Drivers Salary Schedule

Step	Bus Assistant		Bus Driver	
	Hourly	Annual	Hourly	Annual
0	\$ 15.00	\$ 21,000.00	\$ 25.00	\$ 35,000.00
1	\$ 15.60	\$ 21,840.00	\$ 25.25	\$ 35,350.00
2	\$ 16.07	\$ 22,495.20	\$ 25.50	\$ 35,700.00
3	\$ 17.03	\$ 23,844.91	\$ 25.75	\$ 36,050.00
4	\$ 17.32	\$ 24,242.33	\$ 26.00	\$ 36,400.00
5	\$ 17.43	\$ 24,401.06	\$ 26.25	\$ 36,750.00
6	\$ 17.54	\$ 24,559.80	\$ 26.50	\$ 37,100.00
7	\$ 17.66	\$ 24,719.68	\$ 26.75	\$ 37,450.00
8	\$ 17.77	\$ 24,878.42	\$ 27.00	\$ 37,800.00
9	\$ 17.88	\$ 25,037.16	\$ 27.25	\$ 38,150.00
10	\$ 18.00	\$ 25,195.90	\$ 27.50	\$ 38,500.00
11	\$ 18.11	\$ 25,354.63	\$ 27.75	\$ 38,850.00
12	\$ 18.22	\$ 25,514.51	\$ 28.00	\$ 39,200.00
13	\$ 18.34	\$ 25,673.25	\$ 28.25	\$ 39,550.00
14	\$ 18.45	\$ 25,831.99	\$ 28.50	\$ 39,900.00
15	\$ 18.56	\$ 25,990.73	\$ 28.75	\$ 40,250.00
16	\$ 18.68	\$ 26,149.46	\$ 29.00	\$ 40,600.00
17	\$ 18.79	\$ 26,309.34	\$ 29.25	\$ 40,950.00
18	\$ 19.08	\$ 26,706.76	\$ 29.50	\$ 41,300.00
19	\$ 19.36	\$ 27,104.17	\$ 29.75	\$ 41,650.00
20	\$ 19.64	\$ 27,501.59	\$ 30.00	\$ 42,000.00
21	\$ 19.93	\$ 27,899.00	\$ 30.25	\$ 42,350.00
22	\$ 20.21	\$ 28,296.42	\$ 30.50	\$ 42,700.00
23	\$ 20.50	\$ 28,693.83	\$ 30.75	\$ 43,050.00
24	\$ 20.78	\$ 29,091.25	\$ 31.00	\$ 43,400.00
25	\$ 21.06	\$ 29,488.66	\$ 31.25	\$ 43,750.00

2025-2026 SFPS Transportation Salary Schedule

Mechanics Salary Schedule

Step	MECH HELPER		MECHANIC		CERTIFIED DIESEL MECHANIC		LEAD MECHANIC/ SHOP FOREMAN	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
0	\$ 15.00	\$ 31,200.00	\$ 20.00	\$ 41,600.00	\$ 32.00	\$ 66,560.00	\$ 20.00	\$ 41,600.00
1	\$ 15.60	\$ 32,448.00	\$ 20.80	\$ 43,264.00	\$ 33.28	\$ 69,222.40	\$ 20.80	\$ 43,264.00
2	\$ 16.07	\$ 33,421.44	\$ 21.42	\$ 44,561.92	\$ 34.28	\$ 71,299.07	\$ 21.42	\$ 44,561.92
3	\$ 17.03	\$ 35,426.73	\$ 22.71	\$ 47,235.64	\$ 34.55	\$ 71,856.10	\$ 22.71	\$ 47,235.64
4	\$ 17.20	\$ 35,780.99	\$ 22.77	\$ 47,353.72	\$ 34.81	\$ 72,413.12	\$ 22.82	\$ 47,471.81
5	\$ 17.37	\$ 36,135.26	\$ 22.82	\$ 47,471.81	\$ 35.08	\$ 72,970.14	\$ 22.94	\$ 47,707.99
6	\$ 17.54	\$ 36,489.53	\$ 22.88	\$ 47,589.90	\$ 35.35	\$ 73,527.17	\$ 23.05	\$ 47,944.17
7	\$ 17.71	\$ 36,843.80	\$ 22.94	\$ 47,707.99	\$ 35.62	\$ 74,084.19	\$ 23.16	\$ 48,180.35
8	\$ 17.88	\$ 37,198.06	\$ 22.99	\$ 47,826.08	\$ 35.89	\$ 74,641.22	\$ 23.28	\$ 48,416.53
9	\$ 18.05	\$ 37,552.33	\$ 23.05	\$ 47,944.17	\$ 36.15	\$ 75,198.24	\$ 23.39	\$ 48,652.70
10	\$ 18.22	\$ 37,906.60	\$ 23.11	\$ 48,062.26	\$ 36.42	\$ 75,755.26	\$ 23.50	\$ 48,888.88
11	\$ 18.39	\$ 38,260.86	\$ 23.16	\$ 48,180.35	\$ 36.69	\$ 76,312.29	\$ 23.62	\$ 49,125.06
12	\$ 18.56	\$ 38,615.13	\$ 23.22	\$ 48,298.44	\$ 36.96	\$ 76,869.31	\$ 24.07	\$ 50,069.77
13	\$ 18.74	\$ 38,969.40	\$ 23.28	\$ 48,416.53	\$ 37.22	\$ 77,426.34	\$ 24.53	\$ 51,014.49
14	\$ 18.91	\$ 39,323.67	\$ 23.33	\$ 48,534.62	\$ 37.49	\$ 77,983.36	\$ 24.98	\$ 51,959.20
15	\$ 19.08	\$ 39,677.93	\$ 23.39	\$ 48,652.70	\$ 37.76	\$ 78,540.38	\$ 25.43	\$ 52,903.91
16	\$ 19.25	\$ 40,032.20	\$ 23.45	\$ 48,770.79	\$ 38.03	\$ 79,097.41	\$ 25.89	\$ 53,848.62
17	\$ 19.42	\$ 40,386.47	\$ 23.50	\$ 48,888.88	\$ 38.30	\$ 79,654.43	\$ 26.34	\$ 54,793.34
18	\$ 19.59	\$ 40,740.74	\$ 23.56	\$ 49,006.97	\$ 38.56	\$ 80,211.46	\$ 26.80	\$ 55,738.05
19	\$ 19.76	\$ 41,095.00	\$ 23.62	\$ 49,125.06	\$ 38.83	\$ 80,768.48	\$ 27.25	\$ 56,682.76
20	\$ 19.93	\$ 41,449.27	\$ 23.67	\$ 49,243.15	\$ 39.10	\$ 81,325.50	\$ 27.71	\$ 57,627.47
21	\$ 20.10	\$ 41,803.54	\$ 23.73	\$ 49,361.24	\$ 39.37	\$ 81,882.53	\$ 28.16	\$ 58,572.19
22	\$ 20.27	\$ 42,157.80	\$ 23.79	\$ 49,479.33	\$ 39.63	\$ 82,439.55	\$ 28.84	\$ 59,989.26
23	\$ 20.44	\$ 42,512.07	\$ 23.84	\$ 49,597.42	\$ 39.90	\$ 82,996.58	\$ 29.86	\$ 62,114.86
24	\$ 21.01	\$ 43,692.96	\$ 23.90	\$ 49,715.51	\$ 40.17	\$ 83,553.60	\$ 30.88	\$ 64,240.46
25	\$ 21.57	\$ 44,873.85	\$ 23.96	\$ 49,833.60	\$ 40.44	\$ 84,110.62	\$ 31.91	\$ 66,366.07

New hires may be credited with up to 10 years of experience. For employees with more than 25 years of service, the steps and salary cells continue in the payroll system. Call the payroll office for information. Annual salary is based on 260 days, 8 hours per day.

Student Nutrition Services Salary Schedule

Regulations for administration of the salary schedule are as follows:

- I. Each employee shall receive one (1) step on the salary schedule for each year of comparable experience outside of the Santa Fe Public Schools up to a maximum of ten (10) years' experience.
- II. Each employee shall receive one (1) year of experience on the salary schedule for each year of experience within the District in a comparable position.
- III. When an employee is promoted to a position of greater responsibility, the employee will be moved to the same step on the salary schedule for the new position.
- IV. Should a school schedule an in-service day that would result in less than 170 days for an employee, the employee will be offered an assignment in another school (for the day) or will be required to participate in the school's in-service.
- V. In no case will a food service employee be paid without being present for work and/or inservice. If the employee refuses an alternative assignment when a school has scheduled an in-service, the employee will not be paid for that day unless the employee is on paid leave, with prior approval.
- VI. Travel time will be allowed for employees required by the Student Nutrition Director to travel between work sites. Mileage will be reimbursed at the approved District rate.
- VII. Whenever a cook is absent, the Student Nutrition Director or designee will attempt to find a substitute.
- VIII. A Type A lunch will be provided for all cafeteria employees on days when lunch is served at their work sites.
- IX. If additional work time is needed, beyond the assigned hours, extra paid time will be granted with prior approval of the Student Nutrition Director. If an employee feels current assigned hours are insufficient to properly perform his/her duties, an employee may request a job review by the Student Nutrition Director through the Cafeteria Manager at the site.
- X. The contract length is equal to the number of serving days plus five (5) days for cleaning and training.
- XI. Student Nutrition services employees' assignments, reassignments and transfers shall be based on seniority as defined in Article 16.

2025-2026 SFPS Student Nutrition Salary Schedules

Step	Cook/Cashier		Cook		PTSDC	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
0	\$15.50	\$19,205	\$15.05	\$18,647	\$15.00	\$18,585
1	\$16.12	\$19,973	\$15.65	\$19,393	\$15.60	\$19,328
2	\$16.80	\$20,820	\$16.12	\$19,974	\$16.07	\$19,909
3	\$17.65	\$21,863	\$17.09	\$21,172	\$17.03	\$21,103
4	\$17.77	\$22,015	\$17.37	\$21,525	\$17.26	\$21,384
5	\$17.89	\$22,160	\$17.41	\$21,568	\$17.32	\$21,454
6	\$17.94	\$22,223	\$17.43	\$21,596	\$17.37	\$21,525
7	\$18.17	\$22,510	\$17.49	\$21,666	\$17.43	\$21,596
8	\$18.45	\$22,861	\$17.54	\$21,736	\$17.49	\$21,666
9	\$18.68	\$23,148	\$17.60	\$21,807	\$17.54	\$21,736
10	\$18.96	\$23,495	\$17.66	\$21,876	\$17.60	\$21,807
11	\$19.19	\$23,776	\$17.71	\$21,947	\$17.66	\$21,876
12	\$19.70	\$24,409	\$17.77	\$22,017	\$17.71	\$21,947
13	\$20.21	\$25,042	\$17.83	\$22,089	\$17.77	\$22,017
14	\$20.44	\$25,323	\$17.88	\$22,158	\$17.83	\$22,089
15	\$20.67	\$25,605	\$17.94	\$22,228	\$17.88	\$22,158
16	\$21.17	\$26,234	\$18.00	\$22,299	\$17.94	\$22,228
17	\$21.69	\$26,872	\$18.05	\$22,369	\$18.00	\$22,299
18	\$21.91	\$27,152	\$18.11	\$22,439	\$18.05	\$22,369
19	\$22.20	\$27,504	\$18.17	\$22,510	\$18.11	\$22,439
20	\$22.43	\$27,786	\$18.22	\$22,579	\$18.17	\$22,510
21	\$22.65	\$28,066	\$18.28	\$22,651	\$18.22	\$22,579
22	\$22.94	\$28,418	\$18.34	\$22,721	\$18.28	\$22,651
23	\$23.17	\$28,704	\$18.39	\$22,791	\$18.34	\$22,721
24	\$23.39	\$28,981	\$18.45	\$22,861	\$18.39	\$22,791
25	\$23.67	\$29,332	\$18.51	\$22,932	\$18.45	\$22,861

New hires may be credited with up to ten (10) years of comparable experience outside of Santa Fe Public Schools. Annual salary is based on one hundred seventy seven (177) days, 7 hours per day.

For employees with more than 25 years of service, the steps and salary cells continue in the payroll system. Contact the payroll office for more information.

Cafeteria Lead Pay Table Tiers

Cafeteria Tiers are established with prior year student enrollment and meal equivalents based on the 120 day account. Changes in enrollment and participation in nutrition programs may result in adjustments to the tier placement and will be re-evaluated within 10 days after the 40 day count. A school may be moved one tier higher as a result of 40 day count adjustments.

*School sites and employees will be held harmless for the remainder of the current year.

2024-2025		
Tier 1	Tier 2	Tier 3
Amy Biehl	Aspen	Capital HS
Carlos Gilbert	Atalaya	El Camino Real
Chaparral	Cesar Chavez	Ramirez Thomas
El Dorado	Kearny	
EJ Martinez	Milagro	
Gonzales	Ortiz	
Nava	Piñon	
Salazar	Santa Fe HS	
	Sweeny	

Definition: Meal equivalent = the total number of lunches + (breakfasts ÷ 2) + (snacks ÷ 4)

The tiers are organized as follows:

- A. Tier 1 – The site serves less than 275 meal equivalents per day. A Tier 1 school may be moved up to Tier 2 if they meet the meal equivalent and at least two (2) of the following qualifiers:
1. Has a Pre-K program (service is in the classroom)
 2. Serves a second option for lunch (K-8 sites and Middle Schools)
 3. Offers breakfast after the bell or grab & go option for breakfast
 4. Serves an after-school snack
 5. Has one or more satellite sites

- B. Tier 2 – The site serves 276-500 meal equivalents per day and meets at least two of the following. A Tier 2 school may be moved up to Tier 3 if they meet the meal equivalent and at least four (4) of the following qualifiers:
1. Has a Pre-K program (service is in the classroom)
 2. Serves a second option for lunch (K-8) or service may be through multiple lines (with multiple menu options), including vending machines
 3. Offers breakfast after the bell or grab & go option for breakfast
 4. Serves an after-school snack
 5. Has one or more satellite sites
 6. Oversees 5 or more staff members
 7. Has increased paperwork requirements due to increased programs
- C. Tier 3 – The site serves 501 or more meal equivalents per day and meets or exceeds 4 of the qualifiers from Tier 2.

2025-2026 SFPS Student Nutrition Cafeteria Leads Salary Schedule

Step	TIER 1		TIER 2		TIER 3	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
0	\$ 20.00	\$ 28,800	\$ 21.00	\$ 30,240	\$ 22.00	\$ 31,680
1	\$ 20.80	\$ 29,952	\$ 21.84	\$ 31,450	\$ 22.88	\$ 32,947
2	\$ 21.42	\$ 30,851	\$ 22.50	\$ 32,393	\$ 23.57	\$ 33,936
3	\$ 22.71	\$ 32,702	\$ 23.84	\$ 34,337	\$ 24.98	\$ 35,972
4	\$ 22.94	\$ 33,029	\$ 24.07	\$ 34,664	\$ 25.21	\$ 36,299
5	\$ 23.16	\$ 33,356	\$ 24.30	\$ 34,991	\$ 25.43	\$ 36,626
6	\$ 23.39	\$ 33,683	\$ 24.53	\$ 35,318	\$ 25.66	\$ 36,953
7	\$ 23.62	\$ 34,010	\$ 24.75	\$ 35,645	\$ 25.89	\$ 37,280
8	\$ 23.84	\$ 34,337	\$ 24.98	\$ 35,972	\$ 26.12	\$ 37,607
9	\$ 24.07	\$ 34,664	\$ 25.21	\$ 36,299	\$ 26.34	\$ 37,934
10	\$ 24.30	\$ 34,991	\$ 25.43	\$ 36,626	\$ 26.57	\$ 38,261
11	\$ 24.53	\$ 35,318	\$ 25.66	\$ 36,953	\$ 26.80	\$ 38,588
12	\$ 24.75	\$ 35,645	\$ 25.89	\$ 37,280	\$ 27.02	\$ 38,915
13	\$ 24.98	\$ 35,972	\$ 26.12	\$ 37,607	\$ 27.25	\$ 39,242
14	\$ 25.21	\$ 36,299	\$ 26.34	\$ 37,934	\$ 27.48	\$ 39,569
15	\$ 25.43	\$ 36,626	\$ 26.57	\$ 38,261	\$ 27.71	\$ 39,896
16	\$ 25.66	\$ 36,953	\$ 26.80	\$ 38,588	\$ 27.93	\$ 40,223
17	\$ 25.89	\$ 37,280	\$ 27.02	\$ 38,915	\$ 28.16	\$ 40,550
18	\$ 26.12	\$ 37,607	\$ 27.25	\$ 39,242	\$ 28.39	\$ 40,877
19	\$ 26.34	\$ 37,934	\$ 27.48	\$ 39,569	\$ 28.61	\$ 41,204
20	\$ 26.57	\$ 38,261	\$ 27.71	\$ 39,896	\$ 28.84	\$ 41,531
21	\$ 26.80	\$ 38,588	\$ 27.93	\$ 40,223	\$ 29.07	\$ 41,858
22	\$ 27.02	\$ 38,915	\$ 28.16	\$ 40,550	\$ 29.30	\$ 42,185
23	\$ 27.25	\$ 39,242	\$ 28.39	\$ 40,877	\$ 29.52	\$ 42,512
24	\$ 27.48	\$ 39,569	\$ 28.61	\$ 41,204	\$ 29.75	\$ 42,839
25	\$ 27.71	\$ 39,896	\$ 28.84	\$ 41,531	\$ 29.98	\$ 43,166

New hires may be credited with up to 10 years of comparable previous experience. Annual salary is based on one hundred eighty (180) days, eight (8) hours per day.

Digital Learning Coach Salary Schedule

A maximum of 10 years' experience can be brought into the DLC salary schedule.

- I. The DLC program is managed through the Digital Learning Plan, which is primarily funded through Education Technology Note (ETN). DLC employment is contingent upon ETN funding.
- II. Days worked:
 - A. DLCs will work the one hundred ninety-six (196) instructional days, one hundred eighty two (182) instructional days will be per the district calendar. Fourteen (14) days will be used to plan, prepare lessons and provide summer professional development to SFPS staff and participate in district/site STEM/STEAM.
 - B. DLCs work seven and a half (7.5) hours per day, with a 30-minute unpaid lunch.
 - C. Work hours are flexible based on school schedules and needs.
 - D. School Support Standards:
 1. DLCs should expect to support multiple schools.
 2. As determined by fortieth (40th) day enrollment counts: when DLC supports more one thousand three hundred (1300) students, a five hundred (\$500) annual stipend will be provided; when a DLC supports more than one thousand four hundred (1400) students, a one thousand dollar (\$1000) annual stipend will be provided; when a DLC supports more than one thousand five hundred (1500) students, a one thousand five hundred dollar (\$1500) annual stipend will be provided; when a DLC supports more than one hundred six hundred (1600) students, a two thousand dollar (\$2000) annual stipend will be provided. No additional stipend will be provided in cases where a DLC supports more than 1600 students.
 3. The annual stipend will be divided into two equal payments, paid at the end of each semester.

2025-2026 SFPS Digital Learning Coach Salary Schedule		
Step	DLC2	DLC3
1		
2		
3		
4	\$ 68,500.00	
5	\$ 69,532.00	
6	\$ 70,564.00	
7	\$ 71,596.00	\$ 78,500.00
8	\$ 72,628.29	\$ 78,958.00
9	\$ 73,718.53	\$ 79,416.00
10	\$ 78,142.13	\$ 79,874.00
11	\$ 78,274.63	\$ 80,332.00
12	\$ 78,407.12	\$ 80,788.00
13		\$ 80,791.07
14		\$ 80,923.56
15		\$ 81,055.02
16		\$ 81,187.52
17		\$ 81,320.02
18		\$ 81,452.52
19		\$ 81,585.02
20		\$ 81,718.56
21		\$ 81,850.01
22		\$ 81,983.56
23		\$ 82,116.06
24		\$ 82,248.56
25		\$ 82,380.01
<p>All new hires and transfers into DLC positions are expected to have four (4) years of experience before being eligible for this position and will be placed in the DLC2 column. Candidates can bring up to ten (10) years of previous experience with them. After three (3) years in the DLC2 column, employees will be moved to the DLC3 column.</p> <p>Annual salary is based on one hundred ninety six (196) days per year, seven and one half (7 1/2) hours per day.</p> <p>For employees with more than twenty five (25) years of service, the steps and salary cells continue in the payroll system. Call the payroll office for more information.</p>		

Level 2 Program Support Specialist Salary Schedule

2025-2026 SFPS Level 2 Program Support Specialist Salary Schedule

Step	PSS, Level 2, 10 Month						Step	PSS, Level 2, 12 Month					
	BA	BA+15	BA+45	MA	MA+15	MA+45		BA	BA+15	BA+45	MA	MA+15	MA+45
0	\$ 66,000	\$ 66,500	\$ 67,000	\$ 67,500	\$ 68,000	\$ 68,500	0	\$ 72,000	\$ 72,500	\$ 73,000	\$ 73,500	\$ 74,000	\$ 74,500
1	\$ 68,640	\$ 69,160	\$ 69,680	\$ 70,200	\$ 70,720	\$ 71,240	1	\$ 74,880	\$ 75,400	\$ 75,920	\$ 76,440	\$ 76,960	\$ 77,480
2	\$ 70,699	\$ 71,235	\$ 71,770	\$ 72,306	\$ 72,842	\$ 73,377	2	\$ 77,126	\$ 77,662	\$ 78,198	\$ 78,733	\$ 79,269	\$ 79,804
3	\$ 74,941	\$ 75,509	\$ 76,077	\$ 76,645	\$ 77,212	\$ 77,780	3	\$ 81,754	\$ 82,322	\$ 82,889	\$ 83,457	\$ 84,025	\$ 84,593
4	\$ 75,509	\$ 76,077	\$ 76,645	\$ 77,212	\$ 77,780	\$ 78,347	4	\$ 82,322	\$ 82,889	\$ 83,457	\$ 84,025	\$ 84,593	\$ 85,160
5	\$ 76,077	\$ 76,645	\$ 77,212	\$ 77,780	\$ 78,347	\$ 78,915	5	\$ 82,889	\$ 83,457	\$ 84,025	\$ 84,593	\$ 85,160	\$ 85,728
6	\$ 76,645	\$ 77,212	\$ 77,780	\$ 78,347	\$ 78,915	\$ 79,483	6	\$ 83,457	\$ 84,025	\$ 84,593	\$ 85,160	\$ 85,728	\$ 86,296
7	\$ 77,212	\$ 77,780	\$ 78,347	\$ 78,915	\$ 79,483	\$ 80,051	7	\$ 84,025	\$ 84,593	\$ 85,160	\$ 85,728	\$ 86,296	\$ 86,864
8	\$ 77,780	\$ 78,347	\$ 78,915	\$ 79,483	\$ 80,051	\$ 80,619	8	\$ 84,593	\$ 85,160	\$ 85,728	\$ 86,296	\$ 86,864	\$ 87,432
9	\$ 78,347	\$ 78,915	\$ 79,483	\$ 80,051	\$ 80,619	\$ 81,187	9	\$ 85,160	\$ 85,728	\$ 86,296	\$ 86,864	\$ 87,432	\$ 88,000
10	\$ 78,915	\$ 79,483	\$ 80,051	\$ 80,619	\$ 81,187	\$ 81,754	10	\$ 85,728	\$ 86,296	\$ 86,864	\$ 87,432	\$ 88,000	\$ 88,566
11	\$ 79,483	\$ 80,051	\$ 80,619	\$ 81,187	\$ 81,754	\$ 82,322	11	\$ 86,296	\$ 86,864	\$ 87,432	\$ 88,000	\$ 88,566	\$ 89,134
12	\$ 80,051	\$ 80,619	\$ 81,187	\$ 81,754	\$ 82,322	\$ 82,889	12	\$ 86,864	\$ 87,432	\$ 88,000	\$ 88,566	\$ 89,134	\$ 89,702
13	\$ 80,619	\$ 81,187	\$ 81,754	\$ 82,322	\$ 82,889	\$ 83,457	13	\$ 87,432	\$ 88,000	\$ 88,566	\$ 89,134	\$ 89,702	\$ 90,270
14	\$ 81,187	\$ 81,754	\$ 82,322	\$ 82,889	\$ 83,457	\$ 84,025	14	\$ 88,000	\$ 88,566	\$ 89,134	\$ 89,702	\$ 90,270	\$ 90,838
15	\$ 81,754	\$ 82,322	\$ 82,889	\$ 83,457	\$ 84,025	\$ 84,593	15	\$ 88,566	\$ 89,134	\$ 89,702	\$ 90,270	\$ 90,838	\$ 91,406
16	\$ 82,322	\$ 82,889	\$ 83,457	\$ 84,025	\$ 84,593	\$ 85,160	16	\$ 89,134	\$ 89,702	\$ 90,270	\$ 90,838	\$ 91,406	\$ 91,973
17	\$ 82,889	\$ 83,457	\$ 84,025	\$ 84,593	\$ 85,160	\$ 85,728	17	\$ 89,702	\$ 90,270	\$ 90,838	\$ 91,406	\$ 91,973	\$ 92,541
18	\$ 83,457	\$ 84,025	\$ 84,593	\$ 85,160	\$ 85,728	\$ 86,296	18	\$ 90,270	\$ 90,838	\$ 91,406	\$ 91,973	\$ 92,541	\$ 93,109
19	\$ 84,025	\$ 84,593	\$ 85,160	\$ 85,728	\$ 86,296	\$ 86,864	19	\$ 90,838	\$ 91,406	\$ 91,973	\$ 92,541	\$ 93,109	\$ 93,677
20	\$ 84,593	\$ 85,160	\$ 85,728	\$ 86,296	\$ 86,864	\$ 87,432	20	\$ 91,406	\$ 91,973	\$ 92,541	\$ 93,109	\$ 93,677	\$ 94,244
21	\$ 85,160	\$ 85,728	\$ 86,296	\$ 86,864	\$ 87,432	\$ 88,000	21	\$ 91,973	\$ 92,541	\$ 93,109	\$ 93,677	\$ 94,244	\$ 94,812
22	\$ 85,728	\$ 86,296	\$ 86,864	\$ 87,432	\$ 88,000	\$ 88,566	22	\$ 92,541	\$ 93,109	\$ 93,677	\$ 94,244	\$ 94,812	\$ 95,379
23	\$ 86,296	\$ 86,864	\$ 87,432	\$ 88,000	\$ 88,566	\$ 89,134	23	\$ 93,109	\$ 93,677	\$ 94,244	\$ 94,812	\$ 95,379	\$ 95,947
24	\$ 86,864	\$ 87,432	\$ 88,000	\$ 88,566	\$ 89,134	\$ 89,702	24	\$ 93,677	\$ 94,244	\$ 94,812	\$ 95,379	\$ 95,947	\$ 96,515
25	\$ 87,432	\$ 88,000	\$ 88,566	\$ 89,134	\$ 89,702	\$ 90,270	25	\$ 94,244	\$ 94,812	\$ 95,379	\$ 95,947	\$ 96,515	\$ 97,083
Annual salary is based on two-hundred (200) days for 10-month and two hundred sixty (260) days for 12-month, eight (8) hours per day. For employees beyond Row 25, the salary cells continue in the payroll system. Contact the payroll office for more information.													

Annual salary is based on two-hundred (200) days for 10-month and two hundred sixty (260) days for 12-month, eight (8) hours per day. For employees beyond Row 25, the salary cells continue in the payroll system. Contact the payroll office for more information.

Level 3 Program Support Specialist Salary Schedule

2025-2026 SFPS Level 3 Program Support Specialist Salary Schedule

Step	PSS, Level 3, 10 Month						PSS, Level 3, 12 Month					
	BA	BA+15	BA+45	MA	MA+15	MA+45	BA	BA+15	BA+45	MA	MA+15	MA+45
0	\$ 77,000	\$ 77,500	\$ 78,000	\$ 78,500	\$ 79,000	\$ 79,500	\$ 85,000	\$ 85,500	\$ 86,000	\$ 86,500	\$ 87,000	\$ 87,500
1	\$ 80,080	\$ 80,600	\$ 81,120	\$ 81,640	\$ 82,160	\$ 82,680	\$ 88,400	\$ 88,920	\$ 89,440	\$ 89,960	\$ 90,480	\$ 91,000
2	\$ 82,482	\$ 83,018	\$ 83,554	\$ 84,089	\$ 84,625	\$ 85,160	\$ 91,052	\$ 91,588	\$ 92,123	\$ 92,659	\$ 93,194	\$ 93,730
3	\$ 87,432	\$ 88,000	\$ 88,566	\$ 89,134	\$ 89,702	\$ 90,270	\$ 96,515	\$ 97,083	\$ 97,651	\$ 98,219	\$ 98,786	\$ 99,354
4	\$ 88,000	\$ 88,566	\$ 89,134	\$ 89,702	\$ 90,270	\$ 90,838	\$ 97,083	\$ 97,651	\$ 98,219	\$ 98,786	\$ 99,354	\$ 99,921
5	\$ 88,566	\$ 89,134	\$ 89,702	\$ 90,270	\$ 90,838	\$ 91,406	\$ 97,651	\$ 98,219	\$ 98,786	\$ 99,354	\$ 99,921	\$ 100,489
6	\$ 89,134	\$ 89,702	\$ 90,270	\$ 90,838	\$ 91,406	\$ 91,973	\$ 98,219	\$ 98,786	\$ 99,354	\$ 99,921	\$ 100,489	\$ 101,057
7	\$ 89,702	\$ 90,270	\$ 90,838	\$ 91,406	\$ 91,973	\$ 92,541	\$ 98,786	\$ 99,354	\$ 99,921	\$ 100,489	\$ 101,057	\$ 101,625
8	\$ 90,270	\$ 90,838	\$ 91,406	\$ 91,973	\$ 92,541	\$ 93,109	\$ 99,354	\$ 99,921	\$ 100,489	\$ 101,057	\$ 101,625	\$ 102,192
9	\$ 90,838	\$ 91,406	\$ 91,973	\$ 92,541	\$ 93,109	\$ 93,677	\$ 99,921	\$ 100,489	\$ 101,057	\$ 101,625	\$ 102,192	\$ 102,760
10	\$ 91,406	\$ 91,973	\$ 92,541	\$ 93,109	\$ 93,677	\$ 94,244	\$ 100,489	\$ 101,057	\$ 101,625	\$ 102,192	\$ 102,760	\$ 103,328
11	\$ 91,973	\$ 92,541	\$ 93,109	\$ 93,677	\$ 94,244	\$ 94,812	\$ 101,057	\$ 101,625	\$ 102,192	\$ 102,760	\$ 103,328	\$ 103,896
12	\$ 92,541	\$ 93,109	\$ 93,677	\$ 94,244	\$ 94,812	\$ 95,379	\$ 101,625	\$ 102,192	\$ 102,760	\$ 103,328	\$ 103,896	\$ 104,464
13	\$ 93,109	\$ 93,677	\$ 94,244	\$ 94,812	\$ 95,379	\$ 95,947	\$ 102,192	\$ 102,760	\$ 103,328	\$ 103,896	\$ 104,464	\$ 105,032
14	\$ 93,677	\$ 94,244	\$ 94,812	\$ 95,379	\$ 95,947	\$ 96,515	\$ 102,760	\$ 103,328	\$ 103,896	\$ 104,464	\$ 105,032	\$ 105,598
15	\$ 94,244	\$ 94,812	\$ 95,379	\$ 95,947	\$ 96,515	\$ 97,083	\$ 103,328	\$ 103,896	\$ 104,464	\$ 105,032	\$ 105,598	\$ 106,166
16	\$ 94,812	\$ 95,379	\$ 95,947	\$ 96,515	\$ 97,083	\$ 97,651	\$ 103,896	\$ 104,464	\$ 105,032	\$ 105,598	\$ 106,166	\$ 106,734
17	\$ 95,379	\$ 95,947	\$ 96,515	\$ 97,083	\$ 97,651	\$ 98,219	\$ 104,464	\$ 105,032	\$ 105,598	\$ 106,166	\$ 106,734	\$ 107,302
18	\$ 95,947	\$ 96,515	\$ 97,083	\$ 97,651	\$ 98,219	\$ 98,786	\$ 105,032	\$ 105,598	\$ 106,166	\$ 106,734	\$ 107,302	\$ 107,870
19	\$ 96,515	\$ 97,083	\$ 97,651	\$ 98,219	\$ 98,786	\$ 99,354	\$ 105,598	\$ 106,166	\$ 106,734	\$ 107,302	\$ 107,870	\$ 108,438
20	\$ 97,083	\$ 97,651	\$ 98,219	\$ 98,786	\$ 99,354	\$ 99,921	\$ 106,166	\$ 106,734	\$ 107,302	\$ 107,870	\$ 108,438	\$ 109,006
21	\$ 97,651	\$ 98,219	\$ 98,786	\$ 99,354	\$ 99,921	\$ 100,489	\$ 106,734	\$ 107,302	\$ 107,870	\$ 108,438	\$ 109,006	\$ 109,573
22	\$ 98,219	\$ 98,786	\$ 99,354	\$ 99,921	\$ 100,489	\$ 101,057	\$ 107,302	\$ 107,870	\$ 108,438	\$ 109,006	\$ 109,573	\$ 110,141
23	\$ 98,786	\$ 99,354	\$ 99,921	\$ 100,489	\$ 101,057	\$ 101,625	\$ 107,870	\$ 108,438	\$ 109,006	\$ 109,573	\$ 110,141	\$ 110,709
24	\$ 99,354	\$ 99,921	\$ 100,489	\$ 101,057	\$ 101,625	\$ 102,192	\$ 108,438	\$ 109,006	\$ 109,573	\$ 110,141	\$ 110,709	\$ 111,276
25	\$ 99,921	\$ 100,489	\$ 101,057	\$ 101,625	\$ 102,192	\$ 102,760	\$ 109,006	\$ 109,573	\$ 110,141	\$ 110,709	\$ 111,276	\$ 111,844
Annual salary is based on two-hundred (200) days for 10-month and two hundred sixty (260) days for 12-month, eight (8) hours per day. For employees beyond Row 25, the salary cells continue in the payroll system. Contact the payroll office for more information.												

Diagnostician Salary Schedule

2025-2026 SFPS Diagnostician Salary Schedule

Step	MA	MA+15	MA+45
0	\$ 98,338	\$ 98,368	\$ 98,398
1	\$ 102,272	\$ 102,303	\$ 102,334
2	\$ 105,340	\$ 105,372	\$ 105,404
3	\$ 111,660	\$ 111,694	\$ 111,728
4	\$ 111,694	\$ 111,728	\$ 111,763
5	\$ 111,728	\$ 111,763	\$ 111,796
6	\$ 111,763	\$ 111,796	\$ 111,830
7	\$ 111,796	\$ 111,830	\$ 111,864
8	\$ 111,830	\$ 111,864	\$ 111,899
9	\$ 111,864	\$ 111,899	\$ 111,932
10	\$ 111,899	\$ 111,932	\$ 111,966
11	\$ 111,932	\$ 111,966	\$ 112,001
12	\$ 111,966	\$ 112,001	\$ 112,035
13	\$ 112,001	\$ 112,035	\$ 112,068
14	\$ 112,035	\$ 112,068	\$ 112,103
15	\$ 112,068	\$ 112,103	\$ 112,137
16	\$ 112,103	\$ 112,137	\$ 112,171
17	\$ 112,137	\$ 112,171	\$ 112,205
18	\$ 112,171	\$ 112,205	\$ 112,239
19	\$ 112,205	\$ 112,239	\$ 112,273
20	\$ 112,239	\$ 112,273	\$ 112,308
21	\$ 112,273	\$ 112,308	\$ 112,342
22	\$ 112,308	\$ 112,342	\$ 112,375
23	\$ 112,342	\$ 112,375	\$ 112,409
24	\$ 112,375	\$ 112,409	\$ 112,444
25	\$ 112,409	\$ 112,444	\$ 112,478
<p>The diagnostician salary schedule is based on eight (8) hours/day and a two hundred (200) day work calendar. For employees beyond Row 25, the salary cells continue in the payroll system. Contact the payroll office for more information.</p> <p>New hires may be credited with up to 20 years of service.</p>			

Physical Therapy Assistant Salary Schedule

**2025-2026 SFPS Physical Therapy
Assistant Salary Schedule**

Step	Associate's Degree	Bachelor's Degree
0	\$40,000	\$45,000
1	\$41,600	\$46,800
2	\$42,848	\$48,204
3	\$43,384	\$48,740
4	\$43,919	\$49,275
5	\$44,455	\$49,811
6	\$44,990	\$50,346
7	\$45,526	\$50,882
8	\$46,062	\$51,418
9	\$46,597	\$51,953
10	\$47,133	\$52,489
11	\$47,668	\$53,024
12	\$48,204	\$53,560
13	\$48,740	\$54,096
14	\$49,275	\$54,631
15	\$49,811	\$55,167
16	\$50,346	\$55,702
17	\$50,882	\$56,238
18	\$51,418	\$56,774
19	\$51,953	\$57,309
20	\$52,489	\$57,845
21	\$53,024	\$58,380
22	\$53,560	\$58,916
23	\$54,096	\$59,452
24	\$54,631	\$59,987
25	\$55,167	\$60,523
<p>Salary is based on seven (7) hours per day and one hundred eighty two (182) work days. For employees beyond Row 25, the salary cells continue in the payroll system. Contact the payroll office for more information.</p> <p>PT Assistants can bring up to 10 years of previous experience.</p>		

Adelante Salary Schedule

2025-2026 SFPS Adelante Salary Schedule

Step	9 Month - Bachelor's Degree		9 Month - Master's Degree		10 Month - Bachelor's Degree		10 Month - Master's Degree		11 Month - Bachelor's Degree		11 Month - Master's Degree	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
0	\$27.47	\$40,000	\$30.57	\$45,000	\$27.78	\$44,444	\$31.25	\$50,000	\$27.78	\$48,889	\$31.25	\$55,000
1	\$28.57	\$41,600	\$32.14	\$46,800	\$28.89	\$46,222	\$32.50	\$52,000	\$28.89	\$50,845	\$32.50	\$57,200
2	\$29.43	\$42,848	\$33.11	\$48,204	\$29.76	\$47,609	\$33.48	\$53,560	\$29.76	\$52,370	\$33.48	\$58,916
3	\$31.19	\$45,419	\$35.09	\$51,096	\$31.54	\$50,465	\$35.48	\$56,774	\$31.54	\$55,512	\$35.48	\$62,451
4	\$31.51	\$45,873	\$35.41	\$51,551	\$31.86	\$50,970	\$35.80	\$57,278	\$31.86	\$56,067	\$35.80	\$63,006
5	\$31.82	\$46,327	\$35.72	\$52,004	\$32.17	\$51,475	\$36.11	\$57,782	\$32.17	\$56,622	\$36.11	\$63,562
6	\$32.13	\$46,781	\$36.03	\$52,459	\$32.49	\$51,979	\$36.43	\$58,288	\$32.49	\$57,177	\$36.43	\$64,116
7	\$32.44	\$47,236	\$36.34	\$52,913	\$32.80	\$52,484	\$36.75	\$58,792	\$32.80	\$57,732	\$36.75	\$64,671
8	\$32.75	\$47,690	\$36.65	\$53,368	\$33.12	\$52,989	\$37.06	\$59,297	\$33.12	\$58,288	\$37.06	\$65,227
9	\$33.07	\$48,144	\$36.97	\$53,821	\$33.43	\$53,493	\$37.38	\$59,801	\$33.43	\$58,843	\$37.38	\$65,782
10	\$33.38	\$48,598	\$37.28	\$54,276	\$33.75	\$53,998	\$37.69	\$60,306	\$33.75	\$59,398	\$37.69	\$66,336
11	\$33.69	\$49,053	\$37.59	\$54,730	\$34.06	\$54,502	\$38.01	\$60,811	\$34.06	\$59,953	\$38.01	\$66,892
12	\$34.00	\$49,506	\$37.90	\$55,183	\$34.38	\$55,008	\$38.32	\$61,315	\$34.38	\$60,508	\$38.32	\$67,447
13	\$34.31	\$49,961	\$38.21	\$55,638	\$34.70	\$55,512	\$38.64	\$61,820	\$34.70	\$61,064	\$38.64	\$68,002
14	\$34.63	\$50,415	\$38.53	\$56,092	\$35.01	\$56,016	\$38.95	\$62,325	\$35.01	\$61,618	\$38.95	\$68,557
15	\$34.94	\$50,870	\$38.84	\$56,547	\$35.33	\$56,521	\$39.27	\$62,830	\$35.33	\$62,173	\$39.27	\$69,112
16	\$35.25	\$51,323	\$39.15	\$57,000	\$35.64	\$57,026	\$39.58	\$63,334	\$35.64	\$62,729	\$39.58	\$69,668
17	\$35.56	\$51,777	\$39.46	\$57,455	\$35.96	\$57,531	\$39.90	\$63,838	\$35.96	\$63,284	\$39.90	\$70,223
18	\$35.87	\$52,232	\$39.77	\$57,909	\$36.27	\$58,035	\$40.21	\$64,344	\$36.27	\$63,838	\$40.21	\$70,778
19	\$36.19	\$52,686	\$40.09	\$58,364	\$36.59	\$58,540	\$40.53	\$64,848	\$36.59	\$64,394	\$40.53	\$71,333
20	\$36.50	\$53,140	\$40.40	\$58,817	\$36.90	\$59,045	\$40.85	\$65,353	\$36.90	\$64,949	\$40.85	\$71,888
21	\$36.81	\$53,594	\$40.71	\$59,272	\$37.22	\$59,549	\$41.16	\$65,857	\$37.22	\$65,504	\$41.16	\$72,443
22	\$37.12	\$54,049	\$41.02	\$59,726	\$37.53	\$60,054	\$41.48	\$66,362	\$37.53	\$66,059	\$41.48	\$72,999
23	\$37.43	\$54,502	\$41.33	\$60,180	\$37.85	\$60,558	\$41.79	\$66,867	\$37.85	\$66,614	\$41.79	\$73,553
24	\$37.75	\$54,957	\$41.64	\$60,634	\$38.16	\$61,064	\$42.11	\$67,371	\$38.16	\$67,169	\$42.11	\$74,108
25	\$38.06	\$55,411	\$41.96	\$61,089	\$38.48	\$61,568	\$42.42	\$67,876	\$38.48	\$67,725	\$42.42	\$74,664
New hires may be credited with up to 5 years of experience. Annual salary is based on eight (8) hours per day. 9 month calendar is one hundred eighty two (182) days; 10 month calendar is two hundred (200) days; 11 month calendar is two hundred twenty (220) days.												

Safety Aide and Safety Aide Lead Salary Schedule

2025-2026 SFPS Safety Aide and Safety Aide Lead Salary Schedule

Step	Safety Aide		Safety Aide Lead	
	Hourly	Annual	Hourly	Annual
0	\$18.40	\$29,440	\$19.75	\$41,080
1	\$19.14	\$30,618	\$20.54	\$42,723
2	\$19.71	\$31,536	\$21.16	\$44,004
3	\$20.89	\$33,429	\$22.43	\$46,645
4	\$21.01	\$33,610	\$22.60	\$47,000
5	\$21.12	\$33,792	\$22.77	\$47,353
6	\$21.23	\$33,974	\$22.94	\$47,708
7	\$21.35	\$34,155	\$23.11	\$48,063
8	\$21.46	\$34,337	\$23.28	\$48,416
9	\$21.57	\$34,519	\$23.45	\$48,771
10	\$21.69	\$34,700	\$23.62	\$49,125
11	\$21.80	\$34,882	\$23.79	\$49,479
12	\$21.91	\$35,064	\$23.96	\$49,834
13	\$22.03	\$35,245	\$24.13	\$50,188
14	\$22.14	\$35,427	\$24.30	\$50,542
15	\$22.26	\$35,609	\$24.47	\$50,897
16	\$22.37	\$35,791	\$24.64	\$51,250
17	\$22.48	\$35,972	\$24.81	\$51,605
18	\$22.60	\$36,154	\$24.98	\$51,959
19	\$22.71	\$36,336	\$25.15	\$52,313
20	\$22.82	\$36,516	\$25.32	\$52,668
New hires may be credited with up to ten (10) years of experience. Annual salary is based on eight (8) hours per day for two hundred (200) days (Safety Aides) or two hundred sixty (260) days (Safety Aide Leads).				

10-Month Community School Coordinators Salary Schedule

Community School Coordinator Salary Schedules 2025-2026 10-Month Community School Coordinators				
Step	HS Diploma	AA	BA	MA/Teacher Ancillary License
0	\$25,000	\$40,000	\$50,000	\$60,000
1	\$26,000	\$41,600	\$52,000	\$62,400
2	\$26,780	\$42,848	\$53,560	\$64,272
3	\$26,834	\$43,384	\$54,096	\$64,808
4	\$26,887	\$43,919	\$54,631	\$65,343
5	\$26,941	\$44,455	\$55,167	\$65,879
6	\$26,994	\$44,990	\$55,702	\$66,414
7	\$27,048	\$45,526	\$56,238	\$66,950
8	\$27,101	\$46,062	\$56,774	\$67,486
9	\$27,155	\$46,597	\$57,309	\$68,021
10	\$27,208	\$47,133	\$57,845	\$68,557
11	\$27,262	\$47,668	\$58,380	\$69,092
12	\$27,316	\$48,204	\$58,916	\$69,628
13	\$27,369	\$48,740	\$59,452	\$70,164
14	\$27,423	\$49,275	\$59,987	\$70,699
15	\$27,476	\$49,811	\$60,523	\$71,235
16	\$27,530	\$50,346	\$61,058	\$71,770
17	\$27,583	\$50,882	\$61,594	\$72,306
18	\$27,637	\$51,418	\$62,130	\$72,842
19	\$27,691	\$51,953	\$62,665	\$73,377
20	\$27,744	\$52,489	\$63,201	\$73,913
21	\$27,798	\$53,024	\$63,736	\$74,448
22	\$27,851	\$53,560	\$64,272	\$74,984
23	\$27,905	\$54,096	\$64,808	\$75,520
24	\$27,958	\$54,631	\$65,343	\$76,055
25	\$28,012	\$55,167	\$65,879	\$76,591
Annual salary is based on two hundred (200) days and eight (8) hours per day. New hires/current employees can bring up to 10 years or equivalent experience.				
For employees with more than 25 years of service, the steps and salary cells continue in the payroll sytem. Call payroll office for more information.				

Appendix C - Santa Fe Public Schools Salary Stipends

All salary stipends are based on extra work and/or responsibilities. In the event a salary stipend is appropriate and is not a part of this agreement, a negotiation for compensation for such employees shall go through the Bargaining Team. Teacher leaders are elected and stipends for those positions cannot be divided, however all other stipends may only be split in half if employees are in agreement with sharing duties. Administration and Directors are prohibited from reducing amounts of established stipends. It should be noted that stipends are paid for work performed. These will be prorated for time worked in the event that there is a period of time, such as a leave of absence, when the otherwise eligible employee is unable to perform the work for stipend payment. Anyone taking on such responsibilities in the absence of the initial responsible person will receive a prorated stipend for the period of time the work is performed.

I. Lead Teacher/Counselor

A. The selection procedure for Lead Teacher/Counselor, including term of office and evaluation, shall include:

1. Each member of the teaching staff shall receive a list of the positions, job descriptions, and stipend schedule before the election is held and shall have the opportunity to be nominated or to volunteer for the ballot.
2. Lead teachers/counselors must be members of the team and shall be elected by team members. Alternatively, the team may select two or more candidates and submit the names to the building administrator, who will choose a lead teacher from that list.
3. A procedure for resolving tie votes shall be agreed upon by team members before elections take place.
4. Results of the election shall be reported in writing to Human Resources no later than October 15 of each school year.

a. Term of Office

The lead teacher/counselor shall serve for a period of one academic year. If the position becomes vacant during the term, a replacement shall be named according to the election/selection procedure as described above.

b. Evaluation

All lead positions shall be collaboratively evaluated by the site personnel through an agreed upon method. Positions may be collaboratively redesigned, redefined and/or stipend amount reallocated. Teachers/counselors may be reelected to lead positions for additional one-year terms.

c. Payment – See Article 24 of this Agreement.

B. High School Team Leader or Department Chair and Counselors

1. The two comprehensive high schools shall have eleven (11) such stipends per school. These employees must have a Level II or III license and shall receive a stipend according to the following:
 - a. 5-9 teachers full-time equivalent (FTE) on team: \$2,000
 - b. 10-14 teachers (FTE) on team: \$2,400
 - c. 15 or more teachers (FTE) on team: \$2,800

*In the event a Level II teacher is not available to assume the position, a Level I teacher may be considered based on the procedures set forth in Section I.A.1.

2. The alternative high school shall receive one stipend of \$2,000 based on every five (5) teachers (FTE).
3. High schools with 5 or more (FTE) counselors shall receive one (1) stipend of \$2,000 for a lead counselor.

C. Middle School Team Leader and Middle School Portion of a K-8

Middle schools shall be provided with stipends of \$1,400 for each Team Leader position, and Team Leaders must hold a Level II license.

1. Student enrollment 500 or less – Five (5) stipends
2. Student enrollment 501 to 600 – Six (6) stipends
3. Student enrollment 601 or more – Seven (7) stipends
4. K-8 Schools receive the amounts below for elementary schools (Grades K-5), plus two (2) middle school lead teachers. School Leader stipends (and duties) in elementary may be split between two certified teachers (by the electing team and NEA notification).

D. Elementary School Lead Teachers (Including NYE Pre-School)

There shall be a collaborative meeting between administration and certified staff at each school site to establish lead teacher positions that address both current and innovative curricular managerial needs.

School Leader stipends (and duties) in elementary may be split between two certified teachers (by the electing team and NEA notification). If it is determined a stipend is split at any given school, the school district will notify NEA-SF of the split/shared stipend. Determination of split stipends will be made by the electing team.

# of students in the Elementary School	# of stipends @ \$1,200 or \$600 for each lead teacher
0 - 300	2 (4 if stipend is split @ \$600)
301 - 500	3 (6 if stipend is split @ \$600)
501 - 600	4 (8 if stipend is split @ \$600)
601 or more	5 (10 if stipend is split @ \$600)

II. Other Teacher/Staff Stipends

Type	Amount
A. Education Stipends	
Ed.D, PH.D., or J.D.	\$1,400
B. Bilingual endorsed classroom teacher teaching a bilingual course as part of a state-funded Bilingual Multicultural Education Program (BMEP)	\$3,000
TESOL endorsed classroom teacher, SPED/Resource teacher, or a teacher selling their prep to teach an English language Development (ELD) course in grades K-12 or an English Language Arts/ELD course in grades 6-12 (BMEP).	\$1,500
TESOL or Bilingual endorsed classroom teacher, SPED/Resource teacher, or ancillary staff that does not meet the criteria to receive a full TESOL or Bilingual stipend.	\$500
Preschool BILINGUAL endorsed teacher teaching in an identified bilingual pre-K program (full-day).	\$3,000
Preschool Bilingual endorsed teacher teaching in an identified bilingual pre-K program (half-day).	\$1,500
C. Translators	
Educational Assistant and/or Secretary that utilize their bilingual communication skills to assist classroom teachers, administrators, and families with verbal bilingual communication.	\$1,000
D. Education Paraprofessionals	
Educational Assistant that provides daily bilingual instruction in a classroom.	\$1,200

Type	Amount
Interpreters/Aides to deaf or hard of hearing in an elementary school receive stipend for sign language skills.	\$1,300
Education Paraprofessionals who substitute for the classroom teacher in excess of thirty (30) minutes. This is paid as supplemental pay by time sheet reporting. EAs and Library EAs from Row 20 to the bottom of their respective salary schedule will qualify for a \$1,000 longevity stipend for the 2024-2025 school year. Half of this stipend will be paid in December and the remainder will be paid in May. This stipend will need to be renegotiated for the following school year.	\$12.10 per hour for all substituted hours
E. Nurses	
For caseloads in K-8 of 525:1 or more:	\$1,000
F. Counselors	
For caseloads in grade K-6 of 600:1 or more:	\$1,000
G. Gifted teachers in high poverty schools	
Teacher with a gifted endorsement teaching in school-wide free lunch school:	\$1,500
H. Peer Mentor Stipend	
Stipend to assist employees. PGP Mentors shall be selected by the Office of Teaching and Learning:	\$1,500 total of 12
I. National Board Certification of Professional Standards	
TBD: Amount will be determined by current unit value provided by the Public Education Department	TBD
J. Nurses	
Lead Nurses (for selection with approval):	\$1,000
K. Teacher assigned to combination elementary grade level class K-6.	\$2,000
L. HARD TO FILL Special programs (Medically Fragile, Positive Behavior Supports, Life Skills, Highly Structured and Autism) Special Education Teachers.	\$2,000

*Any secretary or paraprofessional who does not already receive the \$1,000 translator stipend and who translates for parent/teacher conferences will receive a daily stipend of \$100. This stipend covers an additional hour of work on that day if required by the principal or other appropriate administrator and must be reported on a timesheet.

III. Honoraria for Training Presentations (contingent upon funding)

Type of Training	Stipend
Full Day (4-6 hours)	\$175
Full Day with partner	\$125 each, limited to 2 people
After Hours Training (2-3 hours)	\$125
After Hours Training with partner	\$100 each, limited to 2 people

IV. Athletics Stipends

Coaches of interscholastic sports in the two (2) comprehensive high schools and middle schools shall receive a stipend. Assignments and stipend amounts shall be as listed in Table A on page 149.

V. Activities Stipends

- A. Comprehensive High school positions shall receive a stipend for the activities listed in Table B.
- B. Alternative Secondary Schools will receive activities stipends based on the size of student population:
 - 1. 0 to 200 - students; school site may select three stipends from Table B
 - 2. 201 to 400 - students; school site may select five stipends from Table B
 - 3. 401 to 500 - students; school site may select six stipends from Table B
- C. Middle schools, and the middle school portion of a K-8 shall, be provided up to four (4) activity stipends based on site specific music program to be selected from Table C, Section A, in collaboration with principal and school leadership team.
- D. Middle schools and the middle school portion of a K-8 school shall be provided five stipends to be selected from Table C, Section B, in collaboration with principal and school leadership team.
- E. Elementary schools activity stipends will be allocated as described below. Each school site will determine collectively which activities will enhance and extend learning for students at their particular school. Stipends can be split in half, if both staff members agree to this arrangement. Only NEA-SF represented employees within the bargaining unit are eligible for these stipends.

# of students in the elementary school	# of stipends per school @ \$1,000 each (*unless indicated as a lesser amount)
50-250	2
251-400	3
401-550	4, 5
551-650	5

Elementary and K-8 schools can pick the number of activities allocated above from the following list:

1. Yearbook
2. Student Council
3. Chess Club
4. Art or Theater Club
5. STEM/Technology Club
6. Outdoor Learning Club
7. Science Fair Coordinator *\$500 (considered .5 for schools with 401-550 students)
8. Spelling Bee Coordinator *\$500 (considered .5 for schools with 401-550 students)

VI. Special Education Contact Teachers

- A. The selection of a Special Education Contact Teacher shall follow the process in section I of this appendix – Lead teacher/counselors and Special Ed. Contact Teacher shall be a Level II or III licensed teacher. The selected Special Ed. Contact teachers cannot be the lead teacher/counselor or SAT Leader for the school site. The Special Ed. Contact Teacher shall be paid a salary stipend based on the average daily membership (ADM) as of December 1st at their school as follows:

1. 0 to 350 ADM \$850
2. 351 to 700 ADM \$1,300
3. 701 to 999 ADM \$1,700
4. 1000+ ADM \$1,900

VII. Student Assistance Team Leaders (SAT)

SAT Stipends Chart	Allowable Assignment Per School	Stipend Amount Per Stipend
Elementary School Student Enrollment		
<250	1	\$1,000
251 - 351	1	\$1,250
351 - 500	2	\$1,500
501 or more	2	\$2,000
K-8 Community Schools		
K - 8	2	\$2,000
Comprehensive Middle Schools		
6 - 8	2	\$1,000
High Schools		
9 - 12	1	\$1,250
Nelson Mandela 1B		
	1	\$1,000

Stipends may only be split in half if employees are in agreement with sharing duties. Administration and Directors are prohibited from reducing amounts of established stipends.

- A. Salary stipends for positions like Parent Involvement Coordinator, Volunteer Coordinator, etc., which are not funded operationally, will be paid annually depending on available grant funding. See Appendix C on page 144 for details based on job descriptions, responsibilities, and available funds

VIII. Game Workers

- A. All external game workers will submit timesheets to the Athletic Department and will be paid utilizing Dragonfly, an online platform. All internal employees will also utilize Dragonfly, with the exception of certified Physical Education (P.E.) Teachers.
- B. Employees of the district who work as game workers will be paid according to the fee schedule provided by the Athletic Director, except for P.E. Teachers.

- C. Certified Physical Education teachers at middle schools, including middle schools at K-8 sites, who are not in-season coaches, will be paid at the base rate of their teacher licensure level (\$39.65; \$47.62; \$55.56), for one (1) hour of the game/meet for preparation and breakdown.
- D. Coaches who provide game worker services will not be paid as a game worker. They receive only their coaching stipend. Part of their coaching contract requires them to be at a certain number of games.
- E. If a person works as a game worker during one season and is paid for that role, and then coaches a sport in a later season, they will receive the coaching stipend as well.
- F. If a coach wants to be a game worker during their coaching season at a Junior Varsity (JV) or Middle School (MS) game they do not receive a game worker pay.

IX. Testing Coordinator

If an NEA-SF bargaining unit member voluntarily assumes the position of Student Testing Coordinator (STC) at a school, the following is agreed:

- A. The school district will develop a graduated scale, and share with NEA-SF, to determine the stipend amount for each STC. This scale will consider factors such as the number and types of tests administered at each school, school size, the number of tests for specific subgroups (such as special education and English language learners), test content, attendance at ten (10) hours of professional development, and the number of staff presentations. Stipends for STCs will range from \$1,100 to \$2,990, based on these criteria.
- B. No STC will be paid less than a \$500 stipend. This may include the \$250 training stipend.
- C. If it is determined that a stipend is to be split at any given school for shared responsibilities, the school district will notify the association of the split/shared stipend

X. High School, Middle School and Middle School Portion of K-8s Athletic Assignments and Amounts

A. Table A

The stipends for these positions are paid at the end of the season once cleared by the Athletic Director. Implementation of the program will be determined by the coach and the district athletic director in accordance with NMAA Standards.

HIGH SCHOOL Years of coaching experience at the same level in same sport (e.g. Head Varsity Football coach/Head Varsity Football coach)				
Title	0-3 Years	4-6 Years	7-9 Years	10+ Years
Varsity Head Coach - Football, Girls & Boys Basketball, Volleyball, Cheer, Track and Wrestling	\$6,000	\$6,500	\$6,750	\$7,000
Varsity Head Coach all other sports – Baseball, Cross Country, Golf, Boys & Girls Soccer, Softball, Swimming/Diving, Tennis, Dance, Drill	\$4,500	\$5,000	\$5,250	\$5,500
Varsity Assistant Coach, JV Head Coach, All Sports	\$2,500	\$2,500	\$2,500	\$2,500
JV Asst. Coach, Freshman Head Coach, All Sports	\$2,000	\$2,000	\$2,000	\$2,000
Freshman Assistant Coach, All Sports	\$1,500	\$1,500	\$1,500	\$1,500
<i>The following stipends are subject to available funds in the Operational Budget. Coaches may perform the duties below only in an off season from the sport they coach. Internal candidates have preference, if qualified, for the positions.</i>				
Speed and Agility - \$1,500 per season per high school - total of six (6) stipends				
Weight Room - \$1,500 per season per high school - total of six (6) stipends				

MIDDLE SCHOOL & MIDDLE SCHOOL PORTION OF K-8s				
MS Head Coach - all sports	\$2,000	\$2,000	\$2,000	\$2,000
MS Assistant Coach - all sports	\$1,500	\$1,500	\$1,500	\$1,500
Note: Stipends shall be paid at the conclusion of the season. If an assistant coach cannot be found for the season, then additional compensation of \$750 (half of the assistant coach stipend amount) at the end of season shall be paid to the head coach.				

B. Table B: High School Activities Assignments and Amounts

Title	Amount
Dance	\$1,500
Drama	\$2,000
Band	\$2,210
Outdoor Learning Lead	\$1,450
Chorus	\$1,500
Orchestra	\$2,210
Guitar or Piano	\$1,450
Yearbook	\$1,450
Newspaper	\$1,450
Student Council	\$1,450
Mariachi	\$1,450
Science Fair/Super Computing/Robotics	\$1,450
Mock Trial/Model Legislature	\$1,450
MESA or DECA	\$1,450
AVID	\$1,450
Health Occupations Students of America (HOSA) * If the number of students participating in the club exceeds 25, an additional club teacher/sponsor will receive a second stipend in the full amount.	\$1,450

XI. ESports

ESports at our two comprehensive high schools (Capital High School and Santa Fe High School), as well as at Desert Sage Academy, Milagro Middle School, and Edward Ortiz Middle School, will be held as an extracurricular activity outside of instructional hours.m All salary stipends are based on extra work and/or responsibilities. The staff member providing these services to students will receive a stipend of \$1,000 at the end of the school year (May).

A. Table C: Middle School & Middle School Portion of K-8s Activities and Assignments and Amounts

Section		Title	Amount
A	Up to four activity stipends based on site specific music program.	Band	\$1000
		Chorus	\$1000
		Orchestra	\$1000
		Guitar or Piano	\$1000
B	Activities available for selection up to five stipends in this section:	Yearbook/Publications	\$1000
		Science Fair Coordinator	\$1000
		Theater Club	\$1000
		Battle of the Books/Book Club: preferred Librarians or Librarian Assistant	\$1000
		Robotics/Technology Club	\$1000
		Art Clut	\$1000
		Outdoor Learning Club	\$1000
		Community Services Programs	\$1000
		Dance/Outdoor Fitness/Hiking Club	\$1000
		Film Club	\$1000

B. Table D: Elementary Music Activities Assignments and Amounts

Elementary School	
Title	Amount
Band	\$950
Music	\$700
Choir	\$700
MS or HS music director who also serves ES	20% of the ES stipend for each school served
<p>Note: Elementary music teachers will receive a prorated stipend based upon their FTE at each school. For example a teacher who is 0.7 FTE at one school and 0.2 FTE at another will receive a total stipend of 0.9 FTE. In instances where a music teacher serves three (3) or more elementary schools he/she shall receive one full elementary school stipend with no proration. Long Term Substitutes are not eligible for music stipends.</p>	

C. Art Stipends

1. The stipend for each art teacher at any given site is up to \$700. At schools with more than one art teacher, each teacher may receive a stipend providing each presents at least one art show per year.
2. Art stipends are based on FTE per school site. For example a 0.6 FTE art teacher is paid \$420 ($\700×0.6 FTE) at that site. If this teacher also works 0.4 FTE at another site the teacher may receive \$280 ($\700×0.4 FTE) from the second site for a total of \$700.
3. Long term substitutes in art are not eligible for stipends.

XII. Nutritional Worker/Trainer Stipend

A. Selection of Candidates

1. Any employee who is to receive a stipend will be selected and notified in writing by the Student Nutrition Director or designee. Candidates will be selected based on knowledge, skills, ability to follow instruction, overall work performance and any other relevant factors.

B. Selected current cook/cashier employees will be paid a stipend for additional services which include the following:

1. Taking the “train the trainer” course provided by the Student Nutrition office for

the cook/cashier position.

2. Training the current and new incoming employees hired for the cook/cashier position.

C. The stipend dollar amount will be \$350 not to exceed a total of six (6) stipends.

XIII. Secretarial Trainers

Two (2) school site secretaries (one at the elementary level, one at the secondary level) will be provided a \$1,500 stipend to assist other secretaries in the district with necessary on-the-job training. Additionally, they will be providing professional development and will be paid at hourly rate for planning for professional development for the upcoming school year.

XIV. Social Media Specialist Stipends | July 1, 2024 - June 30th, 2025

Social Media Specialists Stipend in the amount of \$1,000 each will be provided to each school/work site, not to exceed thirty (30) stipends. The intent of the stipend is to promote the positive programs at the school on both social media and through the SFPS District website. Technology teachers are preferred. *This stipend is subject to available funding.

Appendix D - NEA-Santa Fe/Santa Fe Public Schools Grievance Forms

I. Level One Grievance Form

TO: _____ FROM: _____
Supervisor Grievant (please print)

WORK LOCATION: _____ DATE: _____

Level I grievances must be filed within 20 working days after the grievant knew, or should have known, of the action giving rise to the alleged grievance. You may attach pages that address each area below; however, please follow this format. A grievant has the right to Association representation at all levels of a grievance. Individual employees may bring a Level One grievance without the involvement of the Association; however the grievant must notify and provide a copy of the grievance to an Association representative. Please refer to Article 2 for more information.

Was an informal discussion held?

Yes _____ No _____ Date: _____ Results: _____

1. What specific Board of Education policy, procedure, or contract provisions, and/or alleged inequitable biased or unfair practices or work site procedures has been violated?

2. Statement of grievance and circumstances involved:

3. Relief sought:

Signature of Grievant(s) _____

Date Submitted to Supervisor: _____ Received by: _____

Grievant must provide NEA-SF with a copy of this grievance before or when submitted.

II. Level Two Grievance Form

TO: _____
Superintendent or Designee

FROM: _____
NEA-SF or Grievant (Please print)

GRIEVANT'S NAME: _____ DATE: _____

The procedures for a Level Two grievance are specified in Article 2.

1. What is the basis for the appeal?

2. Relief sought

Signature of NEA-SF Employee Rights Chair or President

Signature confirms that NEA has accepted this Level II grievance.

Date submitted to Superintendent or Designee: _____

Received by: _____

Note: Any grievance adjustment shall not be inconsistent with or in violation of the collective bargaining agreement.

III. Level Three Grievance Form

Type of Grievance: ___ Board of Education or ___ Arbitration

TO: Superintendent

FROM: NEA-SF

GRIEVANT'S NAME(s): _____ DATE: _____

The procedures for a Level Three grievance are specified in Article 2.

1. What is the basis for the appeal?
2. Relief sought:

Copies to: _____

Signature of Grievant(s)

Signature of NEA-SF Employee Rights Chair Date Submitted to Superintendent

Signature of NEA-SF Board President Received by

Appendix E - Sick Leave Bank Procedures

I. Purpose

The purpose of the Sick Leave Bank is to provide employees with income through additional sick leave days when a catastrophic illness, disability or injury is incurred by the employee that requires hospitalization, extended treatment or home confinement. The intent is to allow employees time to be restored to health so that they may return to work.

II. Participation

- A. Any employee receiving district benefits is eligible to participate.
- B. Participation is voluntary and an employee may opt out during the annual open enrollment.
- C. Members who wish to discontinue participation must notify Human Resources in writing on the application/cancellation form of their desire to do so during the annual open enrollment, otherwise their membership will automatically continue with the transfer of one day of their sick leave to the Sick Leave Bank each year.
- D. The donating employee may no longer use sick days donated to the Sick Leave Bank by an employee for any purpose, including being counted by the employee for any sick leave incentive plan negotiated by a union.

III. Eligibility

- A. This program is open to employees only for their own illnesses.
- B. Illness or injury in the immediate family or anyone other than the employee is not covered.
- C. Each eligible employee has the option of contributing earned sick leave days to the Sick Leave Bank up to a maximum of five (5) days per year. Those employees who contribute a minimum of one (1) day during the annual open enrollment or within fifteen (15) days of their first regular working day will be considered members of the Sick Leave Bank.
- D. Contribution of more than one (1) day of sick leave does not affect the amount of sick days granted when application for a grant is made.
- E. Sick leave contributions and withdrawals from the Sick Leave Bank are calculated on the basis of the regular work hours per day for the affected employee(s) participating in the bank.
- F. The employee must have used up all available sick, personal and annual leave days in order to be considered for a Sick Leave Bank grant of days.

- G. The employee needs to be on an approved medical or FMLA leave of absence.
- H. Should there be any compensation for loss of wages from any personal disability insurance the employee may receive a Sick Leave Bank grant.
- I. If the employee receives compensation from the District Long Term Disability policy the grant is limited to the waiting period.
- J. The Sick Leave Bank must be reimbursed for any compensation received from Workers Compensation, or as a result of a lawsuit, equal to the value of the days that were granted due to the event causing the loss of wages. The committee may request a statement from the employee's attorney of benefits available.
- K. Sick Leave Bank grants to employees will not carry over from one school year to the next. Instead, they will end on the last workday of the employee's contract, the last day of the fiscal year for 12-month employees, or at the end of an employment memorandum. Employees may apply for a new grant for the following fiscal or school year.
- L. If the Sick Leave Bank Committee finds that any participant in the program has knowingly given false information in any part of the process, that employee will no longer be able to participate in the Sick Leave Bank.

IV. Exclusions

- A. Elective surgery is excluded.
- B. Recurring or congenital conditions that lead to an employee's inability to fulfill their contractual obligations on a continual basis may be excluded.

V. Pregnancy

An employee may qualify for a grant following the use of all available leave for the following pregnancy conditions:

- A. An employee placed on bed rest prior to delivery;
- B. An employee placed on FMLA or medical leave for a short time prior to the delivery date;
- C. The normal six week recovery time following the birth;
- D. The normal eight week recovery period following a birth by cesarean section; and
- E. Medical recovery for complications beyond the normal recovery times.

VI. Application Process

- A. Requests for a grant of Sick Leave Bank days must be made in writing on the form provided by the Sick Leave Bank Committee. It must be signed by the employee, or in extenuating circumstances by his/her designee, and must be accompanied by an attending physician's statement.
- B. Applications may be made for a maximum of thirty (30) working days.
- C. Extensions will be considered upon re-application and continued need for time off as certified by the medical provider.
- D. The Committee may require a second opinion from another physician at its discretion, and at the employee's expense.

VII. Administration Procedures

- A. The Committee is comprised of members from NEA-SF and Santa Fe Federation of School Employees (SFFSE), one administrative staff from Human Resources and the District Lead Nurse, or Nurse Designee. SFFSE is allocated two (2) voting members and NEA has three (2) voting members per negotiation of their Collective Bargaining Agreements.
- B. Donated sick leave days are added to the Sick Leave Bank for distribution to employees according to the plan. Any unused days at the end of a contract year will carry over and accumulate for future use.
- C. The Committee meets in person at a set day and time whenever there are completed applications to review. These meetings cannot be conducted by phone or email. The Committee acknowledges that delays in pay may occur if a meeting is held too late to meet the next payroll deadline.
- D. Meetings may only be held when a quorum is present.
- E. All applications and Committee deliberations will be confidential.
- F. The Sick Leave Bank Committee will notify the applicant for a grant of the disposition of their request in writing.
- G. When sick leave days are granted, the Committee will also notify the payroll office.
- H. Grants of sick leave from the Sick Leave Bank may be granted for intermittent use if the medical condition warrants it.
- I. Any and all unused Sick Leave Bank days that have been granted to an employee shall be returned to the Sick Leave Bank.
- J. The decisions by the Committee and/or Superintendent are not subject to union grievance procedures.
- K. Should the total number of Sick Leave Bank days fall below one hundred (100) days,

the Committee has the option of deducting another day of sick leave from participation members after the members have been notified. No more than two days of sick leave will be deducted during any school year at the initiation of the Committee.

- L. In recognition of services rendered, the members of the Sick Leave Bank Committee shall automatically be eligible for making applications for Sick Leave Bank days without contribution of personal sick leave days to the bank. Individual Sick Leave Bank Committee members making applications to the committee shall abstain from voting on their own application.
- M. If a Committee member resigns and such member is a union representative, that union shall appoint an alternate member.
- N. In consultation with the Santa Fe Public Schools Business Office, the Committee shall adopt and maintain procedures necessary for the reasonable operation of the Sick Leave Bank.
- O. The Committee shall review annually their procedures and notify union Presidents of any proposed changes.
- P. The Sick Leave Bank Committee shall be responsible for providing the Executive Team, the Board of Education and union Presidents an end-of-the year report reflecting the total number of days contributed, the number of days used, the number of days remaining in the Bank, and any other information the Committee believes would be useful.
- Q. In the event the Sick Leave Bank program is terminated, all sick leave days awarded by the Bank shall be honored through the end of the current contract year. Disposition of unused sick leave days remaining in the Bank will be determined by the union negotiation teams.

VIII. Definitions

- A. Catastrophic illness or injury and related eligibility for Sick Leave Bank usage does not include such matters as normal pregnancy, the six-week normal recuperation period after childbirth, elective procedures such as tubal ligation or vasectomies, or stress-related claims except in extraordinary circumstances. Complications due to pregnancy and/or childbirth may qualify. "Catastrophic" is understood to be a debilitating illness or injury, which results in the loss of ability to work, as verified by a physician and generally requires hospitalization or home confinement. Examples include, but are not limited to, pregnancy, major surgery, cancer, heart attacks and so forth. Illnesses such as a common cold, the flu, ear aches, upset stomach, sprained ankles, minor or elective surgery or infections, routine dental or orthodontic problems are examples of conditions that do not qualify. Loss of pay is generally not deemed to be a criterion for eligibility.
- B. A quorum is defined as 50% of the Committee members plus one.

Appendix F - Voluntary Waiver of Contractual Right

Article 6, section II(D)(2) of the Collective Bargaining Agreement between Santa Fe Public Schools and NEA-Santa Fe provides that middle and high school teachers shall not be required to teach more than two separate subject areas or three different courses within the same subject area (commonly referred to as “preps”) within one school year teaching assignment. With full knowledge of this protection, I freely and voluntarily agree to waive this right without coercion or the fear of retaliation by a principal or administrator. I am aware that I am entitled to NEA representation during any discussion of such a waiver with a principal or administrator.

Please print name

Signature

Date

This form cannot be signed by a Level I teacher during his or her first two years of teaching.

cc: NEA – Santa Fe

Human Resources Personnel File

Appendix G - Active NEA Represented Employee Sick Leave Payout Option

Employees, represented by NEA, have an option for a Sick Leave payout while actively employed.

Employees are granted Sick Leave days at the beginning of the school or fiscal year. While granted up front, they are not actually fully earned until the end of the year. However, since illness is unpredictable, the District permits the use of Sick Days prior to actually being earned. The number granted is based upon the contract length – 9, 10, 11 or 12 months. Please note that the sick leave payout upon resignation or retirement remains in place.

Program Details

- A. An employee must have a minimum of twenty (20) carry-over days from prior years before receiving the current school year Sick Leave day payout.
- B. The number of Sick Leave days paid out will be deducted from the employee's accumulated days.
- C. Leave payout will be calculated at 20% of the employee's daily rate
- D. To receive payment the employee must still be working in the District at the time of payment.
- E. Complete this form and return it to Payroll and Human Resources.
- F. Payment will be made approximately thirty (30) days after submission.

Print Legal Name

Signature

Date

School or Department Name

Last Four (4) Numbers of
Social Security

Memorandums of Understanding for School Year 2025-2026



Memorandum of Understanding between the National Education Association (NEA) - Santa Fe and Santa Fe Public Schools

Teachers Using a Provisional License to Transfer to Hard to Fill Positions (Effective August 8, 2025 to May 25, 2026)

Teachers who hold a level 2 or 3 teaching license and will be transferring within the district into special education or prek and have an alternative level 1 license for the new position will be paid at the previous salary rate. The difference in pay will be made up by providing the educator a stipend to bridge the difference in pay.

Superintendent has the discretion to approve or deny the stipend based on district needs of hard to fill positions.

For NEA-SF

Allana Cartier, Union President

A handwritten signature in dark ink, appearing to read "Allana Cartier", written over a horizontal line.

Date: 8/18/25

For SFPS

Vanessa Romero, Lead Negotiator

A handwritten signature in dark ink, appearing to read "Vanessa Romero", written over a horizontal line.

Date: August 18, 2025

**Memorandum of Understanding between the
National Education Association (NEA)-Santa Fe and Santa Fe Public Schools**

**Secretarial Trainers
Appendix C-Santa Fe Public Schools Salary Stipends, Section XIII.
(Effective August 4, 2025-May 22, 2026)**

Under Appendix C, Section XIII, four (4) Secretaries from the district (to be elected every two years) will replace the previous two secretary trainers.

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to provide the essential training, expectations, roles, and responsibilities of the collaboration between the Administrative Assistant Leadership Team and SFPS secretaries.

PAYMENT TERM

A stipend of \$1,500.00 will be paid to each of the four lead secretaries each term year. Additionally they will be providing professional development and will be paid at hourly rate for planning for professional development in the upcoming school year. Elections for the Leadership team will be held every two years.

DURATION OF MOU

This MOU becomes *Effective August 4, 2025-May 22, 2026*

[The duration of a MOU can be specific or open ended, but should always include a clause for termination.]

ROLES AND RESPONSIBILITIES

The four Administrative Assistant Lead Secretaries will provide necessary on the job training to all other secretaries in the district and will serve as a leadership team.

The undersigned Parties acknowledge and agree to this MOU:

SIGNATURES



NEA-SF



SFPS

Glossary of Terms/Acronyms

The District uses many acronyms and terms that may not be familiar. Some of the most common ones are defined below.

AYP	Adequate Yearly Progress
Assignments	A job placement pertaining to grade level, class, subject area(s) and/or school site/department.
Cafeteria Plan	A provision under IRS Code, Section 125, that permits employees to make their health insurance premium contributions on a pre-tax basis. It also permits employees to participate in Flexible Spending Accounts (FSA) on a pre-tax basis for reimbursement of Dependent Care expenses and/or medical expenses that are un-reimbursed by the insurance carrier.
CBA	Collective Bargaining Agreement: A legal binding agreement reached between the District Administration and Union through collective bargaining regarding terms and conditions of employment.
Direct Deposit	Employees may elect to have their wages deposited directly to a financial institution of their choice instead of receiving a live check that must be deposited by the employee. Employees who choose this option will receive a pay summary showing the amount deposited, along with a breakdown of mandatory and voluntary deductions made before the net amount (balance) was deposited.
EAP	Employee Assistance Program
ELL	English Language Learner
EOE	Equal Opportunity Employer
ERB	Educational Retirement Board: A statewide mandatory retirement plan.
ESL	English as a Second Language
Exempt	Under the Fair Labor Standards Act (FLSA) an employee whose work assignment exempts them from eligibility for overtime pay.
Extended Leave	Generally a leave of absence from work for a full school year, approved by the Superintendent, when an employee requests time off to participate in an educational program that benefits their work in the District, or in some cases for extended illness or family situations.

FAPE	Free and Appropriate Public Education
FICA	Federal Insurance Contributions Act: Provides social security benefits upon retirement; both the employee and the District contribute to this plan. Fiscal Year School districts operate on a financial year that is from July 1-June 30 each year.
Fiscal Year	School districts operate on a financial year that is from July 1-June 30 each year.
FLSA	Fair Labor Standards Act: A program that governs the classification of employees for overtime eligibility.
FMLA	Family Medical Leave Act: Permits qualified employees to take up to twelve (12) weeks off from work for medical conditions related to oneself or an immediate family member. This act protects an employee's job and provides for benefits during the leave period.
FTE	Full Time Equivalent: Refers to an employee; some employees may be a partial FTE if they work less than full time.
IDEA	Individuals with Disabilities Education Act
IEP	Individualized Educational Plan
Interim Employees	Employees on a contract for a full or partial, regular, work year to temporarily replace an employee on leave.
LTD	Long Term Disability: Refers to insurance that provides partial income continuation when a disability exceeds ninety (90) days or the length of a disability.
MOU	Memorandum of Understanding: An agreement reached and signed by the parties for such things as additional compensation or an agreement with a union outside of the CBA.
NEA	National Education Association: The union that represents employees covered by this Collective Bargaining Agreement (CBA).
Non-exempt	A classification for employees under FLSA that makes an employee eligible for overtime pay after working forty (40) hours in a week.
NMPSIA	New Mexico Public Schools Insurance Authority: A statewide organization that provides medical, dental, vision, life and other core benefit insurances to school districts and state agencies.
PDP	Professional Development Plan

PED	Public Education Department
PGP	Professional Growth Plan
Random Drug Testing	Regular testing is required for employees in certain roles, such as bus drivers, to ensure student safety. Testing is conducted throughout the year, unannounced until the day of testing, and all employees in a group are subject to selection for testing.
Reassignments	A change in assignment within a school site. Voluntary reassignment: reassignment initiated by employee. Involuntary reassignment: a reassignment initiated by employer.
Return to Work	A program that enables retired employees to return to work following an absence of one (1) year.
RIF	Reduction in Force: Layoffs when the District needs to reduce the number of staff. The CBA provides a process by which these decisions are made.
Seniority	Seniority for retirement purposes shall be based upon the employee date of hire and continuous service within SFPS, excluding any extended time spent on an unpaid leave of absence or break in service. Seniority within a position category is used within some departments such as Transportation for determining assignments within a job category.
SFFSC	Santa Fe Federation of School Employees
SFPS	Santa Fe Public Schools
Sick Leave Bank	A voluntary employee benefit that allows employees to donate sick leave days to colleagues who have exhausted all their leave but need extended time off due to a catastrophic medical condition. Only members of the program may apply for additional sick days.
Sick Leave Partial Payout	Active employees may request a payout of accumulated, but unused sick leave, upon the completion of any full five (5) year period at a set percent of accumulated days. The number of days paid are deducted from the accumulated accrual and are paid at a flat dollar amount per day.
Sick Leave Savings Incentive	A percentage payout based on years of service for an employee's accumulated, unused sick leave upon retirement, or resignation (beginning in the 2008-2009 school year), at a flat dollar amount per paid day.

Stipends	Pay for extra work or responsibilities. The amounts paid and the Differential Pay work that qualifies for these payments are defined in Appendix C of the CBA.
Transfer	Movement to a position at another school site and/or job class code Voluntary transfer: a transfer initiated by the employee Involuntary transfer: a transfer initiated by the employer
Transfer Request Form	A form available from Human Resources for employees to officially request consideration for a transfer for the following school year. It must be completed by March 15th for the following year.
Vacancy	A continued bargaining unit position vacated because of resignation, retirement, promotion, or dismissal; and/or a newly created bargaining unit position.
Workers' Compensation	An insurance that provides partial income continuation when an employee is injured on the job and is recovering