

***La Academia Dolores Huerta Charter Middle School***

***“A Dual Language Charter Middle School”***

***402 W Court Ave, Las Cruces, NM 88005***

***Phone: 575-526-2984***

***Fax: 575-523-5407***

***The mission of La Academia Dolores Huerta is to provide a diverse bilingual educational program in the arts that fosters the development of a strong socio-cultural identity while achieving academic success.***

***La misión de La Academia Dolores Huerta es proporcionar un programa educativo bilingüe diverso de las artes que fomenta el desarrollo de una fuerte identidad sociocultural mientras se logra el éxito académico.***

**Regular Governing Council Meeting**

Monday July 24, 2025 at 5:30 PM

Meeting will be live streamed via YouTube Live Steam (refer to school website https://www.ladh.org)

1. Meeting called to order
2. Approval of 7.24.25 regular GC meeting agenda
3. Open forum-public input\*

Public comments and observations regarding education policy and governance issues, as well as the strategic planning are heard at this time. Time limit per presenter may be imposed by Chair

1. Review, discussion, and possible approval of the 6.16.25 regular GC meeting minutes.

ACTION ITEMS

1. Review, discussion, and possible approval of the revised Head Administrator’s 2025-2026 contract to include correct number of instructional days.
2. Review, discussion, and possible approval of the Open Meetings Act (OMA) Resolution.
3. Review, discussion, and possible approval of the 2025-2026 GC officers slate.
4. Review, discussion, and possible approval of LADH’s no cell-phone policy.

NEW BUSINESS: DISCUSSION ITEMS ONLY – NO ACTION WILL BE TAKEN

1. Review of Robert’s Rules of Order
2. Finance Committee Report
   1. Revenue and expense reports
3. 2025-2026 student recruitment/enrollment update
4. Renewal cycle & Safe Schools Plan review
5. Equity Council update
6. New building search committee report
7. Community schools report
8. Coordinator report
9. Possible consolidation of LADH with Alma d’Arte:
10. Review of concerns, benefits, and questions
11. Head Administrators Report
12. Secretary Report:

* GC Recruitment: search for member with financial expertise
* 2024-2025 final GC training report
* Annual calendar review:
* August:
  + Changes: anything that we should consider doing differently
* Next GC meeting

1. Adjourn GC general meeting

\*Any individual attending a board meeting may sign in to participate in the Public Input section of the Agenda, if any. Such persons may speak on any item after the individual is recognized by the President of the Board and introduces himself/herself at the podium. The Governing Council of La Academia Dolores Huerta will not take action on any item presented under Public Input, until an opportunity to do so is afforded. La Academia Dolores Huerta will provide an interpreter for the Hearing Impaired and simultaneous Spanish translation upon request. Requests should be submitted to the chancellor’s office three days prior to the meeting.

**CONTRACT FOR LA ACADEMIA DOLORES HUERTA HEAD ADMINISTRATOR**

**July 1, 2025– June 30, 2026**

**FTE: Job Code:**

**Head Administrator: 1.0 11000-2300-51100-0000-560001-1111-00000**

La Academia Dolores Huerta’s Governing Council (“Board”), and Sylvy Galvan de Lucero (“Head Administrator”), agree:

1. Term. The Head Administrator shall be employed by the Board for a period beginning July 1, 2025, and ending June 30, 2026 (220-instructional days), as Head Administrator of La Academia Dolores Huerta, county of Doña Ana, New Mexico.
2. Scope. During the term of her position, the Head Administrator shall faithfully perform the duties pertaining to her position, administer the duties assigned by the Board, and abide by the rules and regulations of the New Mexico Public Education Department (“Department”) and La Academia Dolores Huerta (LADH).
3. Applicable Laws. This contract and the parties hereto are and shall continue to be subject to applicable laws of the State of New Mexico and the rules and regulations of the Department and LADH as they may exist.
4. Oversight and Cancellation.
   1. This contract may be canceled by the Board for cause, including unsatisfactory work performance, incompetence, insubordination, physical or mental inability to perform the required duties or for any other good and just cause, provided, that any such cancellation may be effected only in accordance with the New Mexico statutes and any applicable rules and regulations of the Department and LADH.
   2. This contract may also be canceled by the Board for cause not personal to the Head Administrator when a reduction in personnel is required as a result of decreased enrollment or a decrease or revision of educational programs or insufficient legislative appropriation or authorization being made by the state and/or federal government for the performance of this contract, in accordance with the New Mexico statutes and any applicable rules and regulations of the Department and LADH, provided there is no other position for which the Head Administrator is qualified, consistent with the academic necessities of the district.
   3. The Head Administrator shall give the board thirty (30) calendar days written notice of intention to resign. Failure to give such thirty (30) calendar day notice shall entitle the Board, in its discretion, to file a written complaint with the Secretary of Education requesting suspension or revocation of the Head Administrator’s license. Failure to give the required notice may also be grounds for denial of future employment. Notice of intention to resign is irrevocable and may be accepted or rejected by the Board. Upon acceptance of notice of intent to resign, or passage of the thirty-day notice period, the resignation becomes final.
5. Documentation. The Head Administrator shall furnish the Board the following:
   1. a valid license for the position to be held;
   2. an official transcript showing the education record and training of the Head Administrator,
   3. suitable evidence of date of birth;
   4. such health certificates as may be required by law; and
   5. any other documents as may be required by law.

Failure to furnish any of the foregoing items at the required time may result in cancellation of this contract in accordance with the New Mexico statutes and any applicable rules and regulations of the Department and LADH.

1. Personal Leave. The Head Administrator shall be entitled to 12 working days per year as annual leave with pay. Unused annual leave may be accumulated to a total of not more than 30 working days, but upon cancellation of this contract, no payment shall be made for more than 30 days of unused annual leave. If the Head Administrator moves to a position within LADH under which annual leave cannot transfer, annual leave will be converted into sick leave.

Unless otherwise provided for or as approved by the Board via motion in a meeting held pursuant to the New Mexico Open Meetings Act, personal leave is to be used by the Head Administrator in accordance with the following provisions:

* 1. The Head Administrator will schedule personal leave with the Board President and Vice-President at least two (2) school days in advance to taking personal leave; the Head Administrator will provide as much advance notice as possible. The Board may disapprove the leave if the proposed leave conflicts with School deadlines or other pressing School needs or requirements.
  2. The Head Administrator is required to make appropriate arrangements for a duly qualified and licensed individual to conduct his/her onsite duties in his/her absence and will provide the name and contact information of the person in charge during his/her absence to the Board President and Vice-President.

1. Sick Leave. The Head Administrator shall be entitled to sick leave with pay for a total of not more than 12 working days per year. Unused sick leave may be accumulated without a maximum limit.

Unless otherwise provided for or as approved by the Board by motion in a meeting held pursuant to the New Mexico Open Meetings Act, sick leave is to be used by the Head Administrator in accordance with the following provisions:

* 1. Sick leave is to be used only in the event of illness of the Head Administrator, or of the Head Administrator’s immediate family. Abuse of sick leave is cause for discipline, up to and including possibility of non-reemployment or termination. Abuse of sick days includes misrepresentation of the reason for absence as well as use of sick days for an unauthorized purpose. For the purposes of this section, “immediate family” is defined as a spouse, child, sibling, parent, or grandparent.
  2. Notice of absence from work due to illness should be provided to the Board President and Vice-President by e-mail no later than 7:30 a.m. on the day of illness. If use of sick leave is foreseeable, advance notice shall be provided to the Board President and Vice President at least two school days in advance to taking the leave.
  3. The Head Administrator will not be paid for unused sick leave days upon severance of his/her employment from LADH, and unused sick leave will not be carried forward to any subsequent employment term.
  4. The Board may, at any time, request a doctor’s note verifying that sick leave was necessitated by illness.

1. Work-Related Travel. Any work-related travel that requires the Head Administrator to be absent from the School for more than one (1) school day shall be reported in advance to the Board President and Vice-President via e-mail. Any work-related travel that requires the Head Administrator to be absent from the school three (3) consecutive school days or more, shall require the Head Administrator to communicate, via e-mail, the needs of such travel to the Board President and Vice-President at least 48 hours before departure, and shall require that the Head Administrator make appropriate arrangements for a duly qualified and licensed individual to conduct his/her onsite duties in his/her absence. If, for some unforeseeable reason, a work-related trip that was supposed to only last two school days becomes extended to three (3) or more school days, the Head Administrator shall notify, via e-mail, the Board President and Vice-President as soon as he/she becomes aware that this may occur.
2. Head Administrator’s Report. A Head Administrator’s report shall be provided to the Board at each regular Governing Council meeting. This report must be in writing and must use the same template that has already been in use, unless agreed upon otherwise by both the Head Administrator and the Board. Each section of the written report must be completed by the Head Administrator. If there is nothing to report in any particular section of the report, the report should indicate that there is nothing to report in that particular section.
3. Head Administrator’s Professional Development. The Head Administrator shall complete 12 hours of Professional Development training during the term of this Contract.
4. Salary. Subject to the provisions of the applicable approved budget, the administrator shall, during the term hereof, receive a salary of $116,626 per year, payable in 24 installments, less required or authorized deductions. The first installment shall be due and payable on July 15, 2025.
5. Optional Stipend. In addition to the salary amount, the Head Administrator is also eligible to receive a bonus for exemplary leadership at the discretion of the Board and following an evaluation at the end of each school semester in December and May, subject to budgetary approval by the Department. Supporting documentation shall be provided to LADH’s Business Specialist.
6. Salary Adjustments. In the event that the Head Administrator is employed on a two (2) year contract, Paragraph 9 of Subsection A of Section 6.66.3.8 NMAC herein may be amended in the second year to reflect any appropriate district salary adjustment factors. The Board may, but shall not be required to, increase prospectively, but not retroactively, the salary for any school year governed by the terms of this contract if revenues are available for that school year. Any increase is subject to budgetary approval by the Department. Notwithstanding the above, the Board shall further have the authority, for any school year governed by the terms of this contract and for which a salary increase is mandated if the School meets conditions as specified by the legislature of New Mexico, to implement salary adjustments during the school year in accordance with a salary schedule adopted by the Board in accordance with the legislative guidelines for that year. Any adjustment is subject to budgetary approval by the Department. Additionally, the Board shall have authority to implement any salary increases or other adjustments to benefits and compensation provided by the legislature of New Mexico.

12. Payment for Services Rendered Only. No Head Administrator contract, including any amendments or addenda, shall be signed, entered into, or executed that permits of monies, dividends, differentials, bonuses, incentives, salary, wages, or renewal inducements where the payment is neither tied nor traceable to additional services actually rendered, and not described in this Contract.

13. No Expectation of Re-employment. This Head Administrator contract shall not create a legitimate expectation of reemployment and shall not be construed as an implied promise of continued employment pursuant to a subsequent contract.

14. Open Meetings Act Compliance. No Head Administrator contract, including any amendment or addendum, shall be signed, entered into, or executed that has not first been properly noticed and voted on openly at a public meeting held pursuant to the Open Meetings Act.

15. Conflict in Terms. To the extent that any provisions in this contract conflict with any other provisions or policies/procedures of the Board, including but not limited to employee policies and procedures, the provisions in this Contract shall control.

AGREED:

Board of La Academia Dolores Huerta:

Adrian Gaytan, President:

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Print Signature

Date of Execution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vice-President or Secretary:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Signature

Date of Execution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sylvy Galvan de Lucero, Head Administrator:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Signature

Date of Execution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LA ACADEMIA DOLORES HUERTA

RESOLUTION NO. 1

WHEREAS, THE La Academia Dolores Huerta Governing Council met in regular session at La Academia Dolores Huerta (LADH) (on Alma d’ Arte campus) on July , 2025, at 5:30 PM., as required by law; and

WHEREAS, Section 10-15-1(B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to -4) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policymaking body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1(D) of the Open Meetings Act requires the La Academia Dolores Huerta Governing Council to determine annually what Office of the Attorney General State of New Mexico 14 constitutes reasonable notice of its public meetings;

NOW, THEREFORE, BE IT RESOLVED by La Academia Dolores Huerta Governing Council that:

1. All meetings shall be held at 402 W Court Ave, Las Cruces, NM 88005 (XXXXX) at 5:30, p.m., or as indicated in the meeting notice.

2. Unless otherwise specified, regular meetings shall be held each month on 3nd Thursday of the month. The agenda will be posted at LADH and available at least seventy-two hours prior to the meeting from the Head Administrator of La Academia Dolores Huerta, whose office is located at 402 W Court Ave, Las Cruces, NM 88005 Las Cruces, New Mexico. The agenda will also be posted on La Academia Dolores Huerta’s website at www. ladh.org.

3. Notice of regular meetings other than those described in Paragraph 2 will be given ten days in advance of the meeting date. The notice will include a copy of the agenda or information on how a copy of the agenda may be obtained. If not included in the notice, the agenda will be available at least seventy-two hours before the meeting and posted on La Academia Dolores Huerta’s website at www. ladh.org.

4. Special meetings may be called by the President or a majority of the members upon three days’ notice. The notice for a special meeting shall include an agenda for the meeting or information on how a copy of the agenda may be obtained a copy of the agenda. The agenda will be available at least seventy-two hours before the meeting and posted on La Academia Dolores Huerta’s website at www. ladh.org.

5. Emergency meetings will be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The La Academia Dolores Huerta Governing Council will avoid emergency meetings whenever possible. Emergency meetings may be called by the President or a majority of the members with twenty-four hours prior notice, unless threat of personal injury or property damage requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Within ten days of acting on an emergency matter, the La Academia Dolores Huerta Governing Council will notify the Attorney General’s Office.

6. For the purposes of regular meetings described in Paragraph 3 of this resolution, notice requirements are met if notice of the date, time, place and agenda is placed in newspapers of general circulation in the state and posted in the following locations: main office of La Academia Dolores Huerta. Copies of the written notice shall also be mailed to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.

7. For the purposes of special meetings and emergency meetings described in Paragraphs 4 and 5, notice requirements are met if notice of the date, time, place and agenda is provided by telephone to newspapers of general circulation in the state and posted in the offices of La Academia Dolores Huerta. Telephone notice also shall be given to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.

8. In addition to the information specified above, all notices shall include the following language: If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Principal of La Academia Dolores Huerta at 575-526-2984 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact Principal of La Academia Dolores Huerta at 575-526-2984 if a summary or other type of accessible format is needed.

9. The La Academia Dolores Huerta Governing Council may close a meeting to the public only if the subject matter of such discussion or action is excepted from the open meeting requirement under Section 10-15- 1(H) of the Open Meetings Act. (a) If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the La Academia Dolores Huerta Governing Council taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting. (b) If a closed meeting is conducted when the La Academia Dolores Huerta Governing Council is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity, is given to the members and to the general public. (c) Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure. (d) Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by vote of the La Academia Dolores Huerta Governing Council in an open public meeting.

Passed by the La Academia Dolores Huerta Governing Council this th day of July, 2025. OMA Compliance Guide; New Mexico Attorney General’s Office, pp.13-15

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