

**PUBLIC
EDUCATION
COMMISSION**

**Head Administrator or Charter Representative
Change Amendment Form**

The Charter Contract was entered into by and between the New Mexico Public Education Commission and [La Tierra Montessori School of the Arts and Sciences], hereafter "the School", effective [30] of [June], [2022]. The School was approved for a [5] Charter Contract.

The School requests consideration from the Public Education Commission (PEC) to change the terms of its Contract as follows:

CHANGE OF: HEAD ADMINISTRATOR CHARTER REPRESENTATIVE BOTH

Charter Contract currently states:

ORIGINAL INDIVIDUAL ON FILE:
Mr. Clifford Tompson

The School requests the Public Education Commission approve the following changes to the charter contract
EFFECTIVE DATE OF CHANGE: October 17, 2022

NEW INDIVIDUAL ON FILE AND CONTACT INFORMATION:
Mrs. Patricia Herrera

Submit this form and all supporting documents to charter.schools@state.nm.us

The School's Head Administrator or Charter Representative Change Amendment is hereby submitted by [Isaac Dakota Casados] on [10/14/2022], and affirms the school meets the following eligibility criteria:

- Amendment must be submitted to the PEC within 30 days of the change being communicated or implemented; and
- The school's governing board is in compliance with all reporting requirements.

Charter School Representative Signature

Date

10/14/22

The School's Head Administrator or Charter Representative Change Amendment was:

- Approved Denied

Chair, Public Education Commission

Date

CERTIFICATE OF GOVERNING BODY VOTE

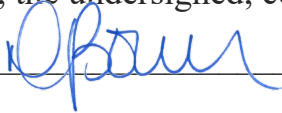
This document certifies that on Thursday, October 13, 2022 at 5:30 p.m., a meeting of the Governing Body of La Tierra Montessori School of the Arts and Sciences, a New Mexico public charter school, was held at via zoom per our bylaws. The meeting and all votes were conducted in compliance with the New Mexico Open Meetings Act.

A quorum of the Governing Body's members being present and voting, it was voted 5 in favor and 0 opposed to approval the Interim Head Learner Contract for Mrs. Patricia Herrera

The members voting in favor were: Isaac Casados, Brenda Atencio, Delisha Gordon-Brown, Charlie Riddick and Jacqueline Martinez-Vigil

The members voting in opposition were: N/A

I, the undersigned, certify that this is a true copy.



Secretary



**CONTRACT OF EMPLOYMENT – INTERIM HEAD OF SCHOOL/HEAD
ADMINISTRATOR**

La Tierra Montessori School of the Arts and Sciences, a New Mexico public charter school (“School”), by and through its Governing Council (“Council”) and Patricia Herrera herein called “Interim Head Administrator,” agree:

1. The Interim Head Administrator shall be employed by the Council as head administrator of the School for the period October 17, 2022 and ending June 30 (147 work days), 2023. This contract is for a .19 Full Time Position (FTE) beginning after the commencement of the School’s school year, and all compensation and paid leave shall be adjusted proportionately.

2. The Interim Head Administrator shall, during the term of employment, faithfully perform the duties pertaining to her position as described in the School’s Charter, administer the duties assigned by the School’s Governing Council and as described in the Job Description attached hereto and incorporated herein as a material term of Contract.

3. The Interim Head Administrator agrees to perform the duties of the head administrator of the School. 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 Public Education Department (“Department”) and Council as they may exist. This contract may be canceled by the Council 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 Council.

4. This contract may also be canceled or modified by the Council for cause not personal to the Interim Head Administrator when a reduction in personnel or a furlough 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 Council, provided there is no other position for which the Interim Head Administrator is qualified, consistent with the academic necessities of the School.

5. The Interim Head Administrator shall give the School (30) calendar day's written notice of intent to resign. Failure to give such (30) calendar day notice shall entitle the Council, in its discretion, to file a written complaint with the Secretary of the Department requesting suspension or revocation of the Interim Head Administrator's license. The Interim Head Administrator shall furnish the Council with the following: (a) a valid license for the position to be held; (b) appropriate endorsement(s) for the position to be held; (c) an official transcript showing the education record and training of the Interim Head Administrator, (d) such health certificates as may be required by law; and (e) a current background check; and (f) any other documents as may be required by law.

6. 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 Council.

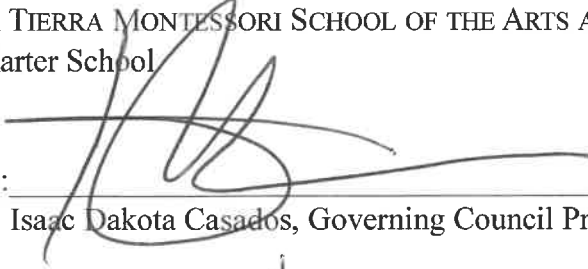
7. The Interim Head Administrator shall be entitled to (2.28) working days per year as Wellness Leave which accrues at a rate of .19 x one day per month ; and (1.9) working days per year as Annual Leave which accrues at a rate of (.19 x .83) .16 x 1 day per month. Wellness Leave and Annual Leave are with pay. Upon nonrenewal or cancellation of this contract, no payment shall be made for days of unused leave. Subject to the provisions of the applicable approved budget, the Interim Head Administrator shall, during the term hereof, receive a salary based on the rate of .19 FTE x \$97,000 per year (\$18,761.84) prorated according to the Interim Head Administrator's first day of work under this contract, plus benefits payable according to the pay schedule, less required or authorized deductions. The contract salary for the school year 2022-2023 is based upon a total of 190 working days. The first installment shall be due and payable according to the pay schedule.

8. In the event that the Interim Head Administrator is employed on a two (2) year contract, this paragraph may be amended in the second year to reflect any appropriate salary adjustment factors. The Governing Council 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 to the School for that school year. Any increase is subject to budgetary approval by the Department. Notwithstanding the above, the Council 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 School's Governing Council ("Council") 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.

9. All the terms and conditions of this contract are expressly contingent upon the continuation/non- revocation of the School's charter for the school year indicated herein.

LA TIERRA MONTESSORI SCHOOL OF THE ARTS AND SCIENCES, a New Mexico Public Charter School

By:  Date: 10/14/22
Isaac Dakota Casados, Governing Council President (print/sign)

By:  Date: 10/14/2022
Patricia Herrera, Interim Head of School/Head Administrator (print/sign)

STATE OF NEW MEXICO



In Recognition of
The Fulfillment of the Requirements for
School Personnel Licensure
this

LEVEL THREE-B PRE K-12 ADMINISTRATIVE
is issued to

PATRICIA HERRERA

Effective from July 01, 2020 to June 30, 2025
Licensure Number: 252131

A handwritten signature in black ink that reads "Ryan Stewart".

Secretary of Education

STATE OF NEW MEXICO



*In Recognition of
The Fulfillment of the Requirements for
School Personnel Licensure
this*

LEVEL THREE-A INSTRUCTIONAL LEADER PRE K-12 SPECIAL EDUCATION LICENSE

With Endorsement in TESOL

is issued to

PATRICIA L. HERRERA

Effective from July 1, 2017 to June 30, 2026

Licensure Number: 252131

A handwritten signature in black ink, appearing to read "C. Herrera".

Secretary of Education