STATE OF NEW MEXICO
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

In re:
EMILY LINDEN WILSON,

Complainant,

v. **PELRB No. 140-25**

LOS LUNAS SCHOOL DISTRICT,

Respondent.

ORDER

THIS MATTER comes before the Public Employee Labor Relations Board at its regularly scheduled meeting on May 5, 2026, for *pro forma* adoption of the Hearing Officer's Report and Recommended Decision issued in this case pursuant to NMAC 11.21.3.19(D). The Hearing Officer issued her report on March 16, 2026, and no request for Board review was filed by either party. Accordingly, the Board adopts the Hearing Officer's Recommended Decision and the decision is binding on the parties but does not constitute binding precedent.

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Nan Nash
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Date: 5/12/2026

Nan Nash, Board Chair

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PUBLIC EMPLOYEE LABOR RELATIONS BOARD

In re:
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LOS LUNAS SCHOOL DISTRICT,

Respondent.

ORDER ON CROSS-FILED MOTIONS FOR FULL OR PARTIAL SUMMARY JUDGMENT, AND RECOMMENDATION TO DISMISS

Appearances

Emily Wilson, *Pro Se* Complainant

Geno Zamora, Esq. and Meagan R. Munoz, Esq. for the Respondent

Introduction and Summary

This matter comes before the undersigned upon the Parties' cross-filed Motions for full or partial summary judgment on a Prohibited Practice Complaint filed by former employee Emily Linden Wilson (Wilson or Complainant), a certified Teacher, against the Los Lunas School District (District or Respondent), on December 30, 2025.

The PPC alleges that the District violated Sections 5(A)[1], 5(B)[2], and "other" or 19(H)[3], of the Public Employee Bargaining Act (PEBA), NMSA 1978 § 10-7E-1, et seq., by not providing the Complainant certain CBA protections when the District placed her on immediate paid administrative leave pending investigation on September 19, 2025. The District answered that it acted legitimately pursuant to Section 10-7E-6 of the PEBA (management rights) and School

[1] *See* Section 5(A) (giving public employees the right to "form, join or assist a labor organization for the purpose of collective bargaining through representatives chosen by public employees without interference, restraint or coercion").

[2] *See* Section 5(B) (giving public employees "the right to engage in other concerted activities for mutual aid or benefit").

[3] *See* Section 19(H) (making it a prohibited practice for a public employer to "refuse or fail to comply with a collective bargaining agreement").

District Policy G-6100, because it acted based upon Parent and Staff reports and some admissions implicating student and teacher health and safety issues.

The Motions and responses were timely filed pursuant to the Notice of Hearing and Scheduling Order dated January 30, 2026, issued as a result of a January 23, 2026 Status and Scheduling Conference. Complainant styles her motion as one for "clarification", and the undersigned treats it herein as a motion for partial summary judgment. Complainant seeks resolution of "a narrow procedural issue as a matter of contract interpretation." (*Id*. at 1.) More specifically, she seeks a determination or "clarification" that the District should have provided her notice and opportunity to prepare for the September 19, 2025, under Article 4(D) of the CBA. She also objects to reviewing the underlying factual basis for her being placed on administrative leave, which she neither affirms nor denies. The District, in their motion for full summary judgment, argues the PPC should be dismissed for failure to state a claim, because the it was justified in taking the action it did based upon the undisputed and in some cases admitted facts; and the Employee has stated that she does not desire a hearing on the merits. Each responded to the other's motion largely by reiterating the contents of their own opening motion.

Upon consideration of the Parties' respective pleadings and their attached documentary evidence and affidavit(s), and for the reasons stated below, the undersigned hereby DENIES Employee's Motion; GRANTS the District's Motion for Summary Judgment; and recommends that the PPC be DISMISSED WITH PREJUDICE.

Legal Standard for Summary Judgment

The PELRB utilizes, as guidance, the New Mexico Rules of Civil Procedure, Rule 1-056 when deciding a motion for summary judgment. *See AFSCME Council 18 v. New Mexico Department of Labor*, 01-PELRB 2007 (Oct. 15, 2007). Under Rule 1-056 NMRA, summary judgment shall be granted when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *Id*.; *see also C&H Constr. & Paving Co.*, 1977-NMCA-077, ¶ 33, 90 N.M. 688; *Stephens College*, 260 NLRB 1049, 1050 (1982); *Security Walls, LLC,* 361 NLRB 348, 348 (2014) (quoting *Conoco Chemicals Co.*, 275 NLRB 39, 40 (1985), citing *Stepehen College*).

Summary Judgment is an extraordinary remedy that is viewed with disfavor, unless warranted under the undisputed material facts and relevant law. *See Romero et al. v. Phillip Morris*

et al.; 2015-NMSC-35, ¶ 8; *see also* Rule 1-056(C) NMRA (that summary judgment "shall be rendered forthwith if the pleadings, depositions and answers to interrogatories, together with affidavits, if any, show that there are no genuine issues of material fact and that the moving party is entitled to judgment as a matter of law"). Nonetheless, where warranted, it serves to avoid unnecessary litigation and expense associated with full-blown trials over defenses that are without merit or that cannot be proven. *Goodman v. Brock*, 1972-NMSC-043, ¶ 11, 83 N.M. 789.

Notably, the opposing party cannot simply rely on the allegations in the Complaint but must instead demonstrate the existence of genuine issues of material fact by way of sworn affidavits, depositions, and similar evidence. *Juneau v. Intel Corp.*, 2006-NMSC-002, ¶ 15, 139 N.M. 12. Moreover, the moving party is not required to demonstrate that no genuine issue of material fact exists beyond all possibility. *Horne v. Los Alamos Nat. Sec., L.L.C.*, 2013-NMSC-004, ¶ 14. Additionally, summary judgment may even be proper where disputed facts exist, provided they are immaterial to the legal issue under consideration. *Romero v. Philip Morris Inc.*, 2010-NMSC-035, ¶11, 148 N.M. 713.

Statement of Undisputed Material Facts

The pleadings and attached documentary evidence and affidavits establish the following undisputed material facts, and reasonable inferences therein, for purposes of the pending Motions:

1. The Employee was, during the events at issue, a Teacher at the Los Lunas Elementary School and covered by the CBA between the District and NEA-Las Lunas. (PPC; Wilson Ex. E, CBA.)
2. Article 4 of the CBA provides as follows:

   ARTICLE FOUR: EMPLOYEE RIGHTS

   A. Employees may only be disciplined, reprimanded, reduced in rank and/or compensation, suspended, discharged, terminated or otherwise deprived of any benefits for just cause. Dismissal and termination will be handled in accordance with State law.
   B. (Left blank intentionally)
   C. [n/a]
   D. When an employee is required to appear before an administrator or supervisor concerning **any matter, which will result in disciplinary action**, the employee will receive written notice of the reasons for such a meeting with at least twenty-four (24) hours advance notice, **with the exception that student or staff safety and/or well-being is in question**. Every effort will be made to notify the employee in writing during non-instructional time. The employee is entitled to have a representative of the Association present to advise him/her. The parties will not debate the merits of the discipline at this meeting.

E. The District has the right and obligation to investigate any and all allegations of employee misconduct. Employees under investigation may be placed on administrative leave during an investigation. While on administrative leave the employee will continue to draw his/her regular pay and benefits.
When an employee is placed on administrative leave, the following procedures shall be followed:

1. The certified employee will be notified by the individual's immediate supervisor or by the superintendent/designee. The letter placing an employee on administrative leave will note the ability of the employee to speak with their Association Representative while on leave. The employee will be notified of the option to bring an Association representative to the initial meeting, or provided the opportunity to meet with the Association representative after the meeting.
2. Reasons for the certified employee being placed on leave **shall be explained** to the certified employee including dates and circumstances of any incidents relevant to the actions taken and if requested, shall be provided in writing. **The specific details of any charges may be delayed pending the investigation**.
3. Certified employees may, at the employee's request, be accompanied and represented by an Association representative at a meeting with a District official at the time of being notified of being placed on administrative leave or any subsequent investigative meeting held with the certified employee.
4. An investigation will be conducted as quickly as possible. Upon request by the certified employee or the certified employee's Association representative, status reports on the investigation shall be provided.
5. … **If charges are to be filed** against an employee as a result of an investigation, the **employee will be provided the opportunity to respond** to the charges prior to action being taken by the District. Should the allegations be found to be baseless, the employee will be restored to her/his position. Investigated information will be held in confidence to the extent possible without violating the Public Information Act and without hindering the District's ability to present its case.

(Wilson Ex. E, CBA, emphases added.)

3. Additionally, District Policy G-6100 provides as follows:

Unless limited by the provisions of a collective bargaining agreement or by other statutory provision, a public employer may:

• direct the work of… employees;

…

• take actions as may be necessary to carry out the mission of the public employer in emergencies; and

• retain all rights not specifically limited by a collective bargaining agreement or by the Public

Employee Bargaining Act.

For purposes of this policy:

…

• "Administrative leave" means the assignment of an employee to the employee's home to await further instructions pending the outcome of an investigation or inquiry into the actions of the employee in order to avoid interference in the inquiry. The use of "administrative leave" is not a disciplinary action.

(Wilson Ex. C, emphasis added.)

4. On September 19, 2025, the District received reports from parents about allegedly inappropriate contact or communications between Ms. Wilson and her Los Lunas Elementary Students, about class, intelligence and her son's suicide attempt. Ms. Wilson was also reportedly observed by a student banging her head on the wall. (Respondent's Ex. A, A. Saiz Aff., ¶¶6, 9; Respondent's Ex. B, A. Aragon Aff., ¶¶ 6, 9.) On the same day, the District also received reports from students and the Los Lunas Elementary Building Administrator about student distress and crying resulting from a "restorative circle" that Ms. Wilson conducted on September 18, 2025. (Respondent's Ex. A, A. Saiz Aff., ¶ 7; Respondent's Ex. B, A. Aragon Aff., ¶¶ 7-8.)
5. In response to these reports, on September 19, 2025, the District determined the need to conduct a welfare check or fitness-for-duty check on Ms. Wilson. The District contacted the Union Representative, Shelley Alsbaugh, and informed her that Ms. Wilson would be questioned, and arranged for the Representative to be present. At the School, Ms. Alsbaugh met and conferred briefly and privately with Ms. Wilson. Then, members of the School and District Administration met with Ms. Wilson and Ms. Alsbaugh, explained the allegations to Ms. Wilson, and placed Ms. Wilson on administrative leave. Other attendees included Andrew Saiz, Assistant Superintendent; Albert Aragon, Director of Personnel; Amy Viramontes, Principal, Los Lunas Elementary; and Adriana Avent, the Assistant Principal. (Wilson Ex. B, Wilson Aff., ¶¶ 4, 6; Aragon Aff., ¶ ¶ 10-14, 19; Wilson Ex. C, 9-19-25 Letter of Admin. Leave.)
6. The Complainant did not receive advance written notice explaining the reasons for the meeting, and the meeting was convened without twenty-four (24) hours' advance notice to Ms. Wilson. (Wilson Aff., ¶¶ 5, 31; Dist. Resp. to Wilson Motion at 1.)
7. The Complainant was not allowed to consult with her Union representative before being directed to attend the compulsory meeting, although she met with Representative Alsbaugh

before the meeting and then attended the meeting with Alsbaugh. (Wilson Resp. to Dist. Motion, at 2; Saiz Aff., ¶ 11; Aragon Aff., ¶ 11.)

8. During the meeting, the Complainant was advised that untruthful responses could result in a finding of insubordination and the issuance of a letter of reprimand. (Wilson Aff., ¶ 16.)
9. During the meeting, the Complainant "was informed of various allegations that had allegedly been raised by parents and/or students", although she was not provided any written statements or video evidence. (Wilson Aff., ¶¶ 7-9, 12-13; Saiz Aff., ¶ 13; Aragon Aff., ¶ 13.)[4]
10. During the meeting, "Ms. Wilson admitted to some allegations and denied others". For instance, she "admitted to telling a student that her son has attempted self-harm, telling another student directly about suicide, informing students [Ms. Wilson] was absent due to her son's hospitalization, and hosting 'restorative circles' with students." (Saiz Aff. ¶ 18.)
11. Now, Complainant "do[es] not recall engaging in the conduct described in the District's Affidavits. (Wilson Aff., ¶ 14.)
12. At the conclusion of the meeting, the Complainant was notified that she was immediately placed on paid administrative leave, pending investigation. She was informed that she might be subject to a fitness-for-duty test thereafter, and that more information would be provided as the investigation progressed. (Wilson Aff., ¶¶ 10, 17; Saiz Aff., ¶ 20; Aragon Aff., ¶ 16.)
13. Ms. Wilson attests that "[m]ental health professionals with whom [she] consulted indicated they were unfamiliar with employer-created evaluation questions of this nature." (Wilson Aff., ¶ 20.)
14. On September 30, 2025, the Complainant resigned before the investigation was concluded, and the investigation was discontinued upon her investigation. Specifically, on that day, she emailed Asst. Superint. Saiz, with the subject line " Clarification Regarding Status and Resignation". She wrote and he responded, in bold, as follows:

> I am writing to request clarification regarding my current status. Specifically, I would like to confirm whether there are any implications for my teaching license as a result of the ongoing investigation**. There are no complaints or implications on your teaching license with NMPED Licensure Bureau. Additionally, the district does not foresee any such complaints or implications. Upon resignation we would no longer be continuing our current inquiry and/or investigation.**

[4] Elsewhere, Ms. Wilson seems to deny that the District explained the nature of the complaints and/or reports (Wilson Motion, Undisputed Fact ¶¶ 6-7; Wilson Aff., ¶ 32), but that is disregarded to the extent it is clearly contradicted by her own sworn statement(s).

> In addition, I understand that New Mexico law requires teachers to provide 30 days' notice prior to resignation. If possible, I would like to request release from this requirement and submit my resignation effective immediately, pending district approval**. If your desire is to resign effective immediately, please send a follow up email with 9/30/2025 as the effective date of resignation. I am authorized to accept and submit this date to the Superintendent's office, on your behalf.**
>
> Thank you very much for your time and guidance as I plan my next steps. I truly appreciate your support. **Thank you for your service to Los Lunas Schools. We wish you the best moving forward.**

(Wilson Ex. D, titled "District Email Confirming Investigation Found No Misconduct".)

15. The District, which had not yet concluded its investigation, accepted Ms. Wilson's resignation that day. (Saiz Aff., ¶¶ 23-24.)

PARTIES' POSITIONS

Ms. Wilson argues that an "ambiguity" is created under the instant facts as to whether the Article 4(D) rights of 24-hours' notice and advance opportunity to prepare for an investigatory meeting were triggered. She argues that the meeting had indicia of one that could result in discipline, because she was advised to speak truthfully and that false answers could result in discipline.

She also asserts a variety of alleged procedural errors not specifically referenced in Article 4, such as the failure to provide her, at that point, written parent or student statements or video evidence against her, and its failure to provide her; or the failure to "identify" the student or staff safety issue presented. She also argues that "Article 4, Section E….does not dispense with the procedural protections set forth elsewhere in Article 4." (Wilson Motion at 2.)

Lastly, she argues that the District's "Motion expands into the merits of allegations" and that "Complainant does not request adjudication of those allegations." (Wilson Resp. at 1.)

The District argues that it has a right and duty to investigate complaints that implicate staff or student safety or well-being, and that investigative leave is non-disciplinary in nature pursuant to District Policy. It disputes that any Article 4(D) rights had yet accrued because the matter was under investigation pursuant to 4(E). The District further argues that it followed all of the requirements of Article 4(E); and that neither it nor Article 4(D), even assuming the latter applied, include the rights or obligations Ms. Wilson asserts, such as a requirement that the District specifically "invoke" the safety exception or "identify" the safety risk. It also opines that it is very

"troubling that Complainant still sees no invocation of that exception, knowing the allegations received by the district and communicated to her on September 19, 2025." (Dist. Resp. at 5.)

The District also argues that Ms. Wilson misleads the tribunal when she suggests Complainant Exhibit C is "evidence that the investigation did not result in findings of employee misconduct" (*id*. at 1-2); and "misrepresents the stage at which the CBA would have allowed her a representative with at least twenty-four (34) hours' notice prior to the meeting." Specifically, it argues, the September 19, 2025 meeting was a wellness check and the actual investigatory meeting that would give rise to rights of advance notice, etc. was never conducted because Ms. Wilson resigned on September 30, 2025 and the investigation was immediately discontinued. (*Id*. at 5.) The District also argues that Ms. Wilson's motion for "clarification" is inappropriate, given that "Complainant has indicated that there is no request for a hearing." (*Id*. at 6.)

CONCLUSION AND RECOMMENDED DECISION

This is a matter of simple contract interpretation. Although the PELRB is not intended to serve as a first resort or general forum for "run of the mill" contract disputes, the PEBA does expressly include breaches of the CBA among its prohibited practices. *See* NMSA 10-7E-19(H), and 10-7E-20(D). Given that Ms. Wilson appears *pro se*, the Hearing Examiner infers the Union would not represent her in a contract grievance on the matter, so it is appropriate for the PELRB to hear the case.

However, there may have been good reason for the Union not representing Ms. Wilson on her claims in this case. To put it simply, Ms. Wilson misreads the plain language of Article 4 when she argues that Section D required the District to specifically "invoke" the safety exception, or to identify the exact safety threats relied upon. Nowhere does such requirement exist in Article 4, and nowhere is it even hinted. (Although the undersigned agrees with the District that such an invocation was or should have been evident based upon the allegations explained.)

Nor was the District required to provide proof such as videos or written statements from accusers at this point. Section D(2) specifically provides that "the specific details of any charges may be delayed pending the investigation." (CBA, Art. 4(D)(2).) Moreover, Ms. Wilson was not yet entitled to the rights that do exist in Article 4(D), because the matter was under investigation pursuant to Article 4(E), and subsection (5) therein specifically provides that only "[i]f charges are

to be filed against an employee" shall "the employee… be provided the opportunity to respond to the charges prior to action being taken by the District." *Id*.

To read the contract as Ms. Wilson urges would be to improperly modify the plain language of the CBA that was agreed to by the Parties, and to thereby expand the agreed upon rights and obligations. This is a cardinal sin in CBA interpretation, much like in ordinary New Mexico contract law. *See, e.g.*, Ray Schoonhoven, Ed., *Fairweather's Practice and Procedure in Labor Arbitration* (4th ed.) at Ch. 9.II (CBAs are enforced and applied according to their plain language); Kenneth May, Ed., *Elkouri & Elkouri: How Arbitration Works* (8th ed.) at 9-19 – 9-21, citing *Steelworkers v. Enterprise Wheel & Car Corp.*, 363 US 593 (1960) (that parties to a CBA cannot get through the grievance arbitration process – or PPCs – that which could not be obtained through bargaining).

Here, the investigation was ongoing when Ms. Wilson resigned, causing the investigation to immediately halt. Nor could the investigation be said to have been taking an unreasonable amount of time, at only seven (7) workdays, given the gravity of the matter and sensitivity required in the investigation, to protect the students involved. Nor was the imposition of administrative leave disciplinary in this case – beside District Policy defining it as non-disciplinary (Wilson Ex. C, Policy G-6100), paid administrative leave was appropriate where credible safety allegations requiring investigation are raised. (CBA, Art. 4(E).)

The undersigned also observes that the PELRB and the District must consider all of the factual allegations material to the District's decision to place Ms. Wilson on administrative. The facts about Ms. Wilson's statements and conducts on which District action was based are asserted in defense. They are offered as evidence of how the District complied with the terms of Article 4, and how the Article 4 rights Ms. Wilson relies on had not attached. In other words, they are offered to show that she fails to state a claim for which relief can be granted. As such, those facts are material and must be considered if not in dispute – and here they are not.

Based upon the undisputed materials facts, and all reasonable inferences therein, it is abundantly clear that the District complied with Article 4, and that Article 4 does not afford the procedural rights or protections that Ms. Wilson avers, based upon the contract's plain language. Specifically, the District abided by Article 4(E), by explaining the safety related allegations to her, and having the Union Representative present. The District exceeded Article 4(E) requirements by allowing the Union Representative to speak with Ms. Wilson before the meeting. Lastly, even if

Article 4(D) had applied, the staff and student safety exception to the 24-hours' notice requirement would have also applied.

To the extent Ms. Wilson asserts or argues that the District or employers in general are not allowed to or do not evaluate employees for fitness where a student or staff safety question is raised, she and or her mental health consultants are mistaken. Such evaluations occur in workplaces all over State and nation, including in collectively organized workplaces, were warranted under the facts. *See, e.g.,* Hill and Sinicropi, *Management Rights* (1986), Ch. 11, Ability Assessments (addressing pre-hire and post-hire assessments). (The undersigned also notes that Ms. Wilson's claim that "[m]ental health professionals with whom [she] consulted…were unfamiliar with employer-created evaluation questions of this nature" needed to be supported by an affidavit from such professionals, as they constitute hearsay-within-hearsay as stated.)[5]

For the foregoing reasons, the undersigned finds and concludes that the Complainant has failed to state a claim for relief, and the Hearing Examiner recommends that the PPC be DISMISSED with prejudice.

This is a final disposition, and any aggrieved Party may obtain Board Review of this Recommendation pursuant to NMAC 11.21.3.19. (Note that, per 11.21.3.19, the request must be filed within 10 business days of the receipt of this decision.)

ISSUED this 16th day of March, 2026

Pilar Vaile
Exec. Dir. and Hearing Examiner

[5] To the extent the consultants or Ms. Wilson were referring instead to specific questions asked (Wilson Aff., ¶ 20), the Hearing Examiner notes that such a claim was directly contradicted and therefore made immaterial by Ms. Wilson's preceding statement, in Para. 19, that "the District never provided questions for such an evaluation".