

**ALBUQUERQUE TALENT
DEVELOPMENT ACADEMY
(ATDA)**

EMPLOYEE HANDBOOK

2020 – 2021

Table of Contents

	Page
Table of Contents; Mission Statement; What ATDA Expects From You; Purpose of the Employee Handbook; Message from the Principal	2, 3
Nondiscrimination and Equal Opportunity Employment	4
Employees with Disabilities; Anti-Harassment/Discrimination Policy	5
ATDA Professional Boundaries Policy	8
Religious Accommodation	18
Employer Rights to Organize; Employee Background Check; Immigration Law Compliance; Employment Reference Checks and Inquiries; Employment Applications	19
ATDA Employee Status; Personnel Records	20
Attendance and Punctuality	21
School Calendar; Paid Holidays for Full-Time Employees	22
Standard of Conduct; Work Schedules; Classroom Coverage	23
School and Staff Meetings; Personal Appearance; Wage and Salary Policies	24
Performance Evaluations	27
Resignation; Personal Relationships in the Workplace	28
Employee Conflict of Interest	29
Employment Outside of ATDA; Job Posting and Employee Referrals	30
Non-Licensed Personnel Introductory Period; Employee Contracts and Agreements	31
Job Descriptions; Entertainment or Gifts; Public Statements; Confidential Information	32
Training and Experience	33
Duty Free Lunch Period; Prohibited Sales by School Personnel	37
Solicitation and School Bulletin Boards / Website; School Materials and Equipment	38
Employee Privacy; Computer Use; Technology Use	39
Technology Use Agreement – Teachers; Field Trips	41, 42
Employee Benefits	48
Insurance	48
Benefits Continuation (COBRA); Disability Insurance; Workers' Compensation	49
Retirement Plan	50
Safe Schools Plan	50
Safety Common Sense	51
Weapons	52
Chain of Command Policy / How to Effectively Communicate with School Officials	52
Violence in the Workplace Policy; Security	53
Section 504/ADA: Physical Access for Students, Parents and Employees with Disabilities	54
Parking Areas; Visitors and the Workplace; Reporting Child Abuse	55
Drug and Alcohol Abuse	56
Tobacco / E-Cigs / Alcohol; Fire Drills; Leave	57
Sick Leave Donation Program Policy	61
Conduct Related Discipline; Discipline Process	62, 63
Termination and Discharge	64
Furlough Policy and Procedure; Reduction-in-Force Policy	71, 73
Grievance Procedures	80

MISSION STATEMENT

Albuquerque Talent Development Academy (ATDA) engages students in grades 9-12 in a safe, talent-nurturing environment that facilitates individual and academic growth through the use of Personalized Education Plans (PEP), research-based instructional methods, and assessment data to help students graduate from high school.

WHAT ATDA EXPECTS FROM YOU

As a member of ATDA's team, we need your help to make each working day enjoyable and rewarding. Your first responsibility is to perform the duties assigned to you promptly, correctly and pleasantly. You are also expected to cooperate with management and your fellow employees. How you interact with fellow employees and those whom ATDA serves, and how you accept direction can affect the success of the School. Whatever your position, you have an important assignment: perform every task to the very best of your ability. We are dedicated to making ATDA an organization in which you can approach administration to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of ATDA. We are all working for the success of ATDA and to support student success, so please communicate with each other and with management.

ATDA encourages you to discuss any issue you may have with a co-worker directly with that person. If a resolution is not reached, please arrange a meeting with the Principal to discuss any concern, problem, or issue that arises during the course of your employment. Retaliation against any employee for the appropriate use of communication channels is unacceptable. Please remember it is counterproductive for employees to create or repeat rumors or office gossip.

We encourage all employees to bring forward their suggestions and good ideas about how ATDA can be made a better place to work and our service to customers enhanced. When you see an opportunity for improvement, please talk it over with the Principal. She/he can help you bring your idea to the attention of the people of ATDA who may be responsible for implementing it. All suggestions are valued.

PURPOSE OF THE EMPLOYEE HANDBOOK

The purpose of this handbook is to provide guidance and information in regard to the various, in some instances complex, employment issues, terms, and policies. This handbook covers a broad range of topics, and is meant to apply generally to all employees. If you have questions, please see the Principal or person in charge of human relations for ATDA.

You are expected to review the Employee Handbook, be familiar with information it contains and to maintain a copy for future reference.

MESSAGE FROM THE PRINCIPAL

On behalf of the ATDA Governing Council, I hereby welcome you to our fine school! We know that, as a team member, you will provide the skills and academic preparation that ATDA students will carry into their future academic and professional lives. Our community, state, and country thank you for the superb educational services that you will contribute to our future citizens. Please feel free to visit my office to access any assistance and/or to provide feedback that will improve and/or enhance the educational experience and benefits for our ATDA community. May

you have a most productive and successful school year, as our students and all the ATDA stakeholders will count on your most professional contributions! My sincere gratitude, Lucinda Montaña-Molina

THE POLICIES IN THIS HANDBOOK ARE GUIDELINES; ARE NOT EXPRESSED OR IMPLIED CONTRACTS WITH EMPLOYEES; AND DO NOT CREATE CONTRACTUAL OBLIGATIONS OF ANY KIND BETWEEN SCHOOL AND ANY OF ITS EMPLOYEES. ADDITIONALLY, THIS HANDBOOK IS NOT TO BE CONSTRUED BY AN EMPLOYEE AS CONTAINING BINDING TERMS AND CONDITIONS OF EMPLOYMENT. ATDA RETAINS THE RIGHT TO TERMINATE ANY EMPLOYEE, AT ANY TIME, CONSISTENT WITH NEW MEXICO LAW AND THE NEW MEXICO SCHOOL PERSONNEL ACT.

The handbook policies have been developed and approved at the direction of the Governing Council and may be amended or cancelled by the Governing Council at any time. However, such decisions and revisions shall be made and announced at an open meeting of the Governing Council and employees shall be notified in writing of amendments to or cancellation of any policy.

This handbook supersedes all other employee handbooks and may not be amended or added to without the express written approval of the Governing Council.

All policies and procedures herein were revised, modified, and/or adopted by the ATDA Governing Council on:

Reviewed: October 18, 2006, June 19, 2010, July 25, 2015, June 18, 2016, June 22, 2017, June 18, 2018, May 21, 2019

Format Revised: September 17, 2011

Revised and Adopted: August 23, 2011, July 20, 2013, July 21, 2014, July 25, 2015, June 18, 2016, June 22, 2017, June 18, 2018, May 21, 2019

Mission Statement

Adopted: December 16, 2011
Reaffirmed: December 11, 2012
Revised: November 20, 2018

Employer Rights to Organize

Reviewed and Adopted: May 21, 2019

Section 504/ADA: Physical Access for Students, Parents, and Employees with Disabilities

Reviewed and Adopted: February 12, 2019

NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

ATDA is an equal opportunity employer committed to maintaining a non-discriminatory, diverse work environment. ATDA does not unlawfully discriminate against any person on the basis of

race, color, religious creed, age, sex, national origin or ancestry, mental or physical disability, medical condition, status as a Vietnam-Era or disabled veteran status, military service, sexual orientation, spousal affiliation, marital status, gender identity or any other basis protected by federal, state or local law. This policy covers all programs, services, policies, and procedures of ATDA.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of the Principal or designee, or if involving the Principal, the Governing Council President. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

EMPLOYEES WITH DISABILITIES

In accordance with the Americans with Disabilities Act (ADA), ATDA does not discriminate against any "qualified individuals with a disability." Individuals qualify for employment if they meet the educational, skills, and experience requirements of a position and can perform the essential functions of the job with or without a reasonable accommodation. Individuals have a disability if they have an impairment that impacts a major life function such as caring for one's self, performing manual tasks, walking, hearing, seeing, speaking, breathing, learning, or if the impairment otherwise impacts an individual's ability to perform a class of jobs or broad range of jobs. Psychological impairments, learning disabilities, and some chronic health impairments, such as epilepsy, diabetes, arthritis, cancer, cardiac problems, and AIDS may also be considered disabilities.

ATDA is committed to diversity and nondiscrimination and supports the full employment of qualified individuals with disabilities in its workforce. Therefore, a process has been established to assist employees with disabilities in reasonably modifying the work environment to allow the employee to perform the essential functions of his or her job. It is the responsibility of the employee to request an accommodation of his or her physical or mental disability by contacting the Principal. In accordance with the ADA, ATDA will take such requests seriously and will promptly determine whether the employee is a qualified individual with a disability and whether a reasonable accommodation exists which would allow the employee to perform the essential functions of the job without imposing an undue hardship on ATDA or other employees. If you believe that you have been unlawfully discriminated against because of a disability, you should discuss the matter with the Principal or the Human Resources Manager and/or follow the discrimination/harassment complaint procedure described below.

ANTI-HARASSMENT/DISCRIMINATION POLICY

ATDA is committed to providing a work place that is free of unlawful discrimination or harassment. Every employee is expected to treat his or her co-workers, visitors, students and guests professionally and respectfully.

Each employee is required to familiarize him/herself with this Anti-Harassment/Discrimination Policy, reporting obligations and procedures. If you have any questions about the school's policy, please contact the Principal or his/her designee for clarification.

1. *No Tolerance Harassment/Discrimination Policy.* ATDA is committed to creating a workplace free of discrimination and harassment. Both the law and ATDA prohibit any form of

discrimination and/or harassment based on race, color, religious creed, age, sex, national origin or ancestry, mental or physical disability, medical condition, status as a Vietnam-Era or disabled veteran status, military service, sexual orientation, spousal affiliation, marital status, gender identity or any other basis protected by federal, state or local law. All of these groups are referred to in this policy as “protected classes.” This policy applies to all employees, contract workers, consultants, vendors, students, parents and guardians, visitors and guests, or any other people doing business with or for the school. It is in effect not only at ATDA’s primary site but during all school-sponsored functions.

2. Discrimination/Harassment Described. Discrimination and harassment include conduct that could reasonably be construed generally as any unwelcome behavior towards another, whether verbal, physical or visual, that is based on a person’s belonging to a protected class. This conduct will most likely interfere with others’ ability to work and most certainly will be intolerable as an example to our students and our community. All such harassment can be unlawful when it is severe or pervasive enough to affect a reasonable employee’s job

- a. **SEXUAL HARASSMENT:** Because sexual harassment raises issues about human interaction that are to some extent unique, the subject of sexual harassment is described separately here; however, it is no more or less tolerable than harassment based on some other protected status. Sexual harassment is a form of sex discrimination that may include:
- requests for sexual favors;
 - sexual advances;
 - persistent or unwelcome flirtation or requests for dates, especially if the behavior continues after a clear objection has been made;
 - sexually motivated inappropriate conduct such as facial expressions or body language, leering, making sexual gestures or actual touching, kissing, impeding or blocking another’s movements;
 - displaying sexually suggestive objects, pictures or cartoons; demands to submit to sexual requests in order to maintain employment or avoid some employment-related loss (e.g. salary), and offers of job benefits or favors in return for sexual favors; AND/OR
 - intimidation and hostility directed to an individual because of sex; or explicit or degrading verbal, written or electronic comments of a sexual nature, such as comments about an individual’s body or dress.

This list is not exhaustive and applies to conduct by co-workers, supervisors, volunteers and others invited to the school premises. Sexual harassment can apply to conduct in any work-related setting outside the work place as well, including on social media. It may also apply to situations involving individuals of the same sex.

Consensual sexual behavior between adults, outside the workplace and welcome by both parties, is not considered sexual harassment; however, those who engage in such relationships should be aware that questions regarding the actual freedom of choice of one of the parties may be raised later, especially when a superior/subordinate relationship exists between them.

**IF YOU BELIEVE THAT YOU HAVE EXPERIENCED OR WITNESSED
SEXUAL HARASSMENT, FOLLOWING THE PROCESS DESCRIBED IN
PARAGRAPHS 4 – 6 BELOW**

- b. **HARASSMENT/DISCRIMINATION OTHER BASIS.** Other prohibited harassment includes verbal or physical conduct which degrades or shows hostility or aversion toward an individual even partly because of a person's belonging to a protected class. Conduct similar to that described above as sexual harassment and discrimination, if based on one of these protected classifications is illegal. For example, verbal conduct such as epithets, jokes based on ethnicity, age-related derogatory comments, foul or obscene language or racial slurs will likely be unwanted and offensive to others resulting in unwelcome behavior that could be interpreted as harassing or discriminatory.

3. *Employee Responsibilities.* All employees of ATDA are responsible for taking appropriate action to prevent and eliminate harassment and discrimination at ATDA. If you experience discrimination or harassment, ATDA encourages you to firmly and promptly notify the offender that his or her conduct is offensive, even if it is not directed at you. If you choose not to address the issue directly with the person, or if the conduct continues you should report the conduct immediately. If you observe discrimination or harassment of another employee, student, visitor or guest, by a fellow employee, report the concern immediately. At no time should you assume that inappropriate conduct between a student and an adult is acceptable, "consensual" or that it should not be reported because you are concerned that you misinterpreted the conduct.

4. *Reporting Complaints.* If you experience or observe harassment or discrimination you should bring your concerns directly to ATDA's Principal or Assistant Principal, or the school counselor. Your complaint will be promptly investigated by the individual to whom you reported or a third-party investigator, if appropriate. The complainant and the alleged offender will be instructed to limit their work contact with each other immediately, pending the outcome of the investigation.

5. *No Retaliation.* ATDA will not tolerate retaliation or reprisals of any type against any employee who complains of harassment or provides information in connection with any such complaint. Retaliation is considered to be misconduct and grounds for disciplinary action, up to and including discharge.

6. *Complaint Procedure, Investigation and Response.* Complaints may initially be made verbally, however, the complainant **MUST** complete a "Harassment Complaint Form" to assist with the investigation process.

- a. Normally, an investigation will include interviews with the complainant, and the alleged offender (who will be told of all of the allegations against him or her) and all witnesses or other relevant persons as necessary to establish the facts. All employee-witnesses, the complainant and the alleged offender are expected to cooperate in the investigation. Failure to cooperate or deliberately providing false information during an investigation, including in complaint itself, will be grounds for disciplinary action, up to termination or discharge. Other individuals, such as a third party investigator, may be involved to resolve the complaint. The investigator will collect and review all relevant documents.
- b. ATDA will investigate every report of harassment or discrimination. In conducting an investigation, ATDA will respect the privacy of all concerned; however, complete confidentiality may not always be possible because of the need to conduct a complete and thorough investigation and to ensure that both sides' interests are fairly protected.

- c. As soon as the investigation is finished, the investigator will meet with the individual's supervisor or if appropriate the supervisor's supervisor(s), and report whether he or she believes that discrimination or harassment has occurred. If the investigation results in a finding of discrimination and/or harassment, then the supervisor will determine the appropriate disciplinary action up to and including a recommendation to terminate or discharge the employee. The supervisor will inform the complainant and the alleged offender of the outcome of the investigation and his/her proposed disciplinary action. The date of the discussion with the respective party shall constitute the "determination date."
- d. Appeal. If the complainant or alleged offender is not satisfied with the outcome of a discrimination complaint, either employee may appeal that decision to the Governing Council or to a neutral third party, whichever is deemed appropriate by the Principal under the circumstances. The employee appealing the supervisor's decision must submit a written appeal to the Principal with copies to the other party within five (5) working days of the determination date. The non-appealing party and supervisor of the appealing party has the option of submitting written materials in support of their respective positions within three (3) working days from the date they receive the appealing party's appeal.
- e. Final Decision. The Governing Council or neutral third-party will inform the complainant/respondent of the appeal decision in writing within five (5) working days from the date the appeal was submitted. This is the final level of review in the internal complaint process. The time lines set forth in this policy may be waived or extended by the Governing Council.

ATDA PROFESSIONAL BOUNDARIES POLICY

POLICY

All staff are required to maintain appropriate professional, moral, and ethical relationships in their conduct with students and shall serve as positive role models for students at all times, whether on or off Albuquerque Talent Development Academy property, both during and outside of school hours. The Albuquerque Talent Development Academy encourages healthy relationships between students and staff members that promote student achievement and success. At the same time, clear and reasonable boundaries for interactions between students and staff members are necessary to protect students from sexual misconduct and abuse and to protect staff members from misunderstandings and false accusations. In particular, a teacher is in a position of trust and power. A teacher's actions must always be guided by the principle of what is in the best interests of the students.

All staff have a responsibility to provide and support an atmosphere conducive to learning through consistent and fairly applied discipline and the maintenance of professional physical and emotional boundaries with students. These boundaries shall be maintained regardless of the student's age, the perceived consensual nature of the relationship or activity, the location of the activity, or whether the staff member directly supervises the student. For staff members whose children are students in the Albuquerque Talent Development Academy this Policy is not intended to violate or otherwise intrude upon the usual parent/child or other family relationship. However, the existence of a parent/child or other family relationship does not supersede the staff member's duty to attend to his or her professional responsibility to serve the interests of the School District,

its student population and the local community. Should the staff member believe that these duties are in conflict, he or she shall discuss it with his or her supervisor to resolve the issue.

Personal contact between students and staff must always be professional, non-sexual, appropriate to the circumstances, and unambiguous in meaning. A boundary invasion is an act, omission, or pattern of behavior by a staff member that does not have an educational purpose and either abuses or compromises the staff/student professional relationship or has the potential to abuse or compromise the staff/student professional relationship.

Staff members shall establish and maintain appropriate personal boundaries with students and not engage in any behavior that is prohibited by law, regulation, or this Policy or that creates the appearance of prohibited behavior. All staff shall be required to maintain professional and ethical relationships with Albuquerque Talent Development Academy students that are conducive to an effective, safe learning environment. This Policy addresses a range of behaviors that include not only obviously unlawful or improper interactions with students, but also precursor grooming and other boundary-blurring behaviors that have the intention or effect of leading to more egregious misconduct.

It is the responsibility of the Albuquerque Talent Development Academy's staff to maintain a professional relationship with students and their families, and staff members have a responsibility to report to the Albuquerque Talent Development Academy's principal, human resources, or to any other appropriate administrator when they suspect, recognize or observe the development of, or suspicion of the development of non-professional or potentially inappropriate personal relationships with students and/or their families.

DEFINITIONS

Duty of Care – A common law concept that refers to the responsibility of staff to provide children and young people with an adequate level of protection against harm. It is usually expressed as a duty to take reasonable care to protect children and young people from all reasonably foreseeable risk or injury.

Electronic Communications – A communication transmitted by means of an electronic device including, but not limited to, a telephone, cellular telephone, computer, computer network, personal data assistant, or pager. Electronic communications include, but are not limited to, emails, texts, instant messages, and communications made by means of an Internet website, including social media and other networking websites.

Hazing – Any action intentionally or recklessly taken or situation intentionally or recklessly created through which individuals are forced to perform, participate in or endure actions which endanger the mental, physical, or academic health or safety of a student. This may include, but not be limited to such actions which result in physical injury, assault or battery, kidnapping or imprisonment, intentionally placing a student at risk of mental or emotional harm, degradation, humiliation, intimidation or coercion, the compromising of moral or religious values, forced consumption of any liquid or solid, placing an individual in physical danger or at risk, or impairment of or interference with physical liberties or academic endeavors.

Inappropriate Boundary Invasion – An act, omission, or pattern of such behavior by a school employee or other adult that invades or is designed to result in an invasion of a student's physical or emotional boundaries, does not have a legitimate educational purpose, and results in abuse of the staff/student professional relationship.

Legitimate Educational Purpose or Reason – Matters or communications related to teaching, counseling, athletics, extracurricular activities, treatment of a student's physical injury or

other medical needs, school administration, or other purposes within the scope of the staff member's job duties, including performing a task specified in his or her position description or contract agreement, a task related to a student's education or to discipline of a student, providing a service or benefit related to the student or student's family, or maintaining the safety and security of the school community.

Professional Boundaries – appropriate professional, moral, and ethical relationships with students that have a legitimate educational purpose or reason on or ATDA property, both during and outside of school hours.

Staff – For purposes of this Policy, the term “staff” is defined to include all Albuquerque Talent Development Academy employees, including but not limited to all administrators, counselors, teachers, nurses, librarians, student support specialists, support staff, non-instructional staff, coaches, employees of virtual school programs, to include but not be limited to distance learning, online programs, and vendors and/or independent contractors providing instructional services to, or who may have direct, unsupervised contact with students, as well as all student teachers, interns, practicum students, volunteers, volunteer coaches, and community members.

This Policy applies to Albuquerque Talent Development Academy employees, volunteers, student teachers, and independent contractors and their employees who interact with students, are present on school grounds and who may have unsupervised access to students.

Independent contractors doing business with the Albuquerque Talent Development Academy will ensure that their employees who have direct interaction with, or unsupervised access to students, or are present on school grounds, are informed of the provisions of this Policy and complete a criminal background check process which complies with NMSA 1978 Section 22-10A-5.

This Policy is not intended to interfere with appropriate personal or family relationships between staff and students and their families that exist independently of the Albuquerque Talent Development Academy nor to interfere with participation in civic, religious or other outside organizations that include Albuquerque Talent Development Academy students.

The interactions and relationships between staff and students should be based upon mutual respect and trust, an understanding of the appropriate boundaries between staff and students in and outside of the educational setting, and consistency with the educational mission of the schools.

Staff will not intrude on a student's physical and emotional boundaries, unless the intrusion is necessary to serve an educational, physical, mental, and/or emotional health purpose or to prevent an immediate risk of injury or harm to the student.

Staff shall use good judgment in their relationships with students beyond their work responsibilities and/or outside the school setting and shall avoid excessive informal and social involvements with individual students. Any appearance of impropriety should be avoided. Intimate relationships between staff and students are prohibited. In addition to regular classroom instruction and extracurricular activities, appropriate occasions when staff may interact with students beyond the school day include before and after care, tutoring to improve students' academic skills, mentoring that provides students with positive role models, and hosting school-sanctioned or school-sponsored activities and events that reinforce positive behaviors.

One-on-one tutoring and mentoring offered during school or non-school hours must take place at the school or at an off-site location approved by the principal or appropriate administrator. When one-on-one tutoring and mentoring takes place away from the school, written permission from the

parent/guardian must be obtained. Volunteers on Albuquerque Talent Development Academy property must be under the supervision of an Albuquerque Talent Development Academy staff member at all times.

During school-related or instructional-related events during non-school hours, staff must maintain the ethical standards applicable to their professions.

MANAGING PROFESSIONAL BOUNDARIES

Working in local communities – Staff working in local communities face additional challenges in managing professional boundaries. They are more likely to have social relationships with the parents/guardians of the children and young people with whom they work and are, therefore, more likely to share social and sporting events or membership at various community clubs or associations.

This means they will have legitimate reasons, on occasion, to attend social events with the children and young people with whom they work, and/or to visit their homes or to be visited by them in the company of their parents/guardians. These social engagements are an important part of community life and a positive contribution to the wellbeing of staff working in local communities.

Following the advice below will assist staff to enjoy these social engagements without compromising their professional responsibilities. The guiding principles in managing these situations are that:

- Social contact should be generated via the relationship the staff member has with the parents/guardians of children and young people or by an event, such as a sporting event;
- Staff should avoid being alone or in unsupervised settings with children and young people in these situations;
- Staff should conduct themselves in a way that will not give others reason to question their suitability to work with children and young people, and that will not create fear, discomfort, humiliation or intimidation for children and young people in their professional relationships with them;
- Consuming alcohol in these situations may lessen a staff member's capacity to judge when a professional boundary is at risk;
- Staff should politely refuse to discuss matters relating to the workplace and should not discuss children and young people's learning or social progress, other than at times specifically set aside for that purpose;
- Any concern a staff member has about whether or not a situation may be compromising or breaching a professional boundary should be reported to the principal, human resources or any other appropriate administrator and an approved plan of action developed, implemented and monitored.

REPORTING VIOLATIONS, INAPPROPRIATE OR SUSPICIOUS CONDUCT

Staff members are required to immediately notify the principal, human resources or any other appropriate administrator if they become aware of a situation that may constitute a violation of the law or this Policy. This obligation is in addition to the statutory responsibility to report suspected

abuse and neglect under the law as implemented by Policy JLF, “Child Abuse Neglect and Reporting,” or its equivalent.

Students and their parents/guardians are strongly encouraged to notify the principal, human resources or any other appropriate administrator if they believe a staff member may be engaging in conduct that violates the appropriate boundaries as specified in this Policy, puts a student at risk or which may violate the law.

Anonymous complaints involving inappropriate boundary invasions by staff members with students will be investigated as if a student, parent, or staff member reported the violation.

INVESTIGATION

Allegations of inappropriate conduct shall be promptly investigated in accordance with the procedures utilized for complaints of harassment.

It is understood that some reports made pursuant to this Policy will be based on rumors or misunderstandings; the mere fact that the reported staff member is cleared of any wrongdoing shall not result in disciplinary action against the reporter or any witnesses. If as the result of an investigation any individual, including the reported staff member, the reporter, or a witness is found to have intentionally provided false information in making the report or during the investigation or hearings related to the report, or if any individual intentionally obstructs the investigation or hearings, this may be addressed as a violation of this Policy and other applicable laws, regulations and Albuquerque Talent Development Academy policies. Obstruction includes but is not limited to violation of “no contact” orders given to the reported staff member, attempting to alter or influence witness testimony by threat or intimidation, and destruction of or hiding evidence. Intimidation of a witness is a violation of the NM Criminal Code and is required to be reported to appropriate law enforcement authorities immediately upon discovery.

DISCIPLINARY ACTION

A violation of this Policy by a staff member may result in disciplinary action up to and including discharge or termination of employment. In the case of termination of employment for sexual misconduct or abuse, the Albuquerque Talent Development Academy will notify the New Mexico Public Education Department. Consistent with the Public Education Department guidelines, the shall disclose Albuquerque Talent Development Academy to districts or schools seeking references any formal reprimands or dismissals for violating this Policy, even if the staff member resigned prior to the conclusion of the investigation.

RETALIATION

Retaliation against students or staff members who report an improper staff/student relationship or participate in any related proceedings is prohibited. Appropriate action will be taken against students or staff members who retaliate against any student or staff member who reports alleged harassment or participates in related proceedings.

INAPPROPRIATE BEHAVIOR INITIATED BY A STUDENT

In the event that a student initiates inappropriate behavior toward a staff member, the staff member must immediately document the incident and report it to the principal, human resources or any other appropriate administrator. If applicable, the appropriate administrator will intervene and speak with the student and the student’s parent/guardian about the alleged inappropriate behavior, and implement necessary follow-up discipline or guidance.

TRAINING

The Albuquerque Talent Development Academy shall provide annual training with respect to the provisions of this Policy to current and new Albuquerque Talent Development Academy staff and school board members who interact with students or routinely work on school grounds as part of their work for APS/DISTRICT or officials.

The Albuquerque Talent Development Academy at its sole discretion, may require independent contractors and their employees who interact with students or are present on school grounds to receive training on this Policy and related procedures, including providing them with this Policy. Contracts with virtual school programs and other vendors providing instructional services to students will include a requirement that those staff members will comply with this Policy.

DISSEMINATION OF POLICY

This Policy will be included on the Albuquerque Talent Development Academy's website and in all employee, student, parent, and volunteer handbooks.

EXCEPTIONS

An emergency situation or a legitimate educational reason may justify deviation from professional boundaries set out in this Policy. The staff member shall be prepared to articulate the reason for any deviation from the requirements of this Policy and must demonstrate that s/he has maintained an appropriate relationship with the student.

Under no circumstance will an educational or other reason justify deviation from the "Romantic and Sexual Relationships" section of this Policy.

Nothing in this Policy statement shall set aside, void, or offend any existing state laws and school policies relating to the topics covered herein. Rather this Policy statement shall serve as a supplement to such existing authority.

WORK RULES / REGULATIONS

Working one-on-one with children and young people – The following summary of expectations applies to all situations where staff are providing one-on-one learning assistance or feedback, behavior assistance/monitoring, counseling, testing and/or assessment.

Make it Public

- The more visible and/or public the location the better;
- Use the Albuquerque Talent Development Academy authorized IT systems;
- Do not use personal email, electronic communication, websites, and/or social media platforms to communicate with students.

Make it Authorized

- Parents/guardians should be informed and give consent;
- Activity must be authorized by an appropriate administrator.

Make it Timely

- Provide support during normal work hours;
- Do not conduct excessively long sessions.

Managing privacy expectations – Albuquerque Talent Development Academy staff rely in different ways on being able to provide a degree of privacy for students. This may be to protect the student's dignity, to provide an environment conducive to the service/assessment being provided or to respect the student's desire for confidentiality.

Children and young people will often assume a high level of confidentiality when disclosing serious issues of a personal nature or reporting harassment or bullying. For these reasons, staff needs to find a careful balance between respecting the sensitive and private nature of counselling or service provided and the professional's duty of care obligations for the safety and wellbeing of the student. Good practice in managing these circumstances is the following:

- Health/physical care should be provided with respect for the student's dignity and in a manner approved by the student and his/her parents/guardians;
- Counselling should be provided in unlocked rooms with part-glass doors, where possible, that are located near staff traffic areas;
- Avoid out of hours contact;
- While parental consent is often not applicable in many counselling situations, the will provide all Albuquerque Talent Development Academy parents/guardians with written information about the school's counselling services which outlines confidentiality and privacy issues;
- Ensure student appointments and counselling notes are documented properly, while preserving appropriate levels of confidentiality.

Conducting home visits - Staff must ensure they follow the specific home visiting protocols that apply to the Albuquerque Talent Development Academy. The key principle is that a home visit should place no one at unreasonable risk and that identified minor risks are consciously managed. A summary of general expectations is provided below.

Inform Home visits must be authorized and documented by the administration and the must have Albuquerque Talent Development Academy times.

Prepare

- All available information about the safety of the proposed visit must be considered and risks managed;
- Mobile phones must be taken and Albuquerque Talent Development Academy ID should be visible;
- Parents/guardians are to be notified in advance of the intended visit.

Protect

- Do not enter the house if parents/guardians are not at home;
- Speak with the student where the parent/guardian is present or clearly visible;
- Do not interview or interact with students in bedrooms or other locations not conducive to the purpose of the visit;
- Have a colleague accompany if problems are anticipated;
- Document the visit.

UNACCEPTABLE AND PROHIBITED CONDUCT

Examples of boundary invasions by staff members include but are not limited to the following:

- Any type of inappropriate physical contact with a student or any other conduct that might be considered harassment under the law or Policies addressing Albuquerque Talent Development Academy the prohibition against Harassment and Retaliation;
- Condoning hazing, initiations or other rituals that causes embarrassment, harassment or ridicule and risks emotional and/or physical harm to students, regardless of the student's willingness to participate;
- Showing inappropriate images to a student, including, but not limited to violent, disturbing or sexually explicit or pornographic subject matter;
- Dating a student, or discussing or planning a future romantic or sexual relationship with a student;
- Making sexual advances toward a student, including but not limited to personalized comments about a student's body, appearance, physical features, attributes or attractiveness, off color jokes, or sexual innuendoes;
- A flirtatious, romantic, or sexual relationship with a student;
- Unnecessarily invading a student's personal space or privacy;
- Singling out a particular student or students for personal attention and friendship beyond the professional staff/student relationship;
- Socializing where students are consuming alcohol, drugs, or tobacco;
- Providing or offering to provide alcohol, drugs, or tobacco to students;
- For non-guidance/non-counseling staff, excessively encouraging students to confide their personal or family problems and/or relationships. If a student initiates such discussions, staff members are expected to use their professional judgment and refer the student to appropriate guidance/counseling staff;
- Sending students on personal errands unrelated to any educational, athletic, non-curricular or extracurricular purpose;
- Banter, allusions, jokes, or innuendoes of a sexual nature with students;
- Asking a student to keep a secret;
- Disclosing inappropriate personal, sexual, family, employment concerns, or other inappropriate private matters to one or more students;
- Addressing students with personalized terms of endearment or pet names that would suggest the staff member feels love or affection for the student. As a staff member, permitting students to address you by your first name, nickname, with personalized terms of endearment, pet names, or otherwise in an overly familiar manner;

- Maintaining personal contact with a student outside of school by telephone, text message, email, Instant Messenger, Internet chat rooms, social networking websites or letters beyond homework or other legitimate school business;
- Exchanging gifts cards or letters that are personal or extravagant in nature with a student beyond customary student-staff gifts;
- Socializing or spending time with students outside of school related or school sponsored curricular or extracurricular activities or organized community activities, including but not limited to activities such as going out for beverages, meals or movies, shopping, traveling and recreational activities;
- Giving a student a ride alone in a vehicle in a non-emergency situation or a situation that can be avoided. If a staff member must give a student a ride, the student shall ride in the back seat of the vehicle when possible and staff member must attempt to gain prior permission from the parent for the transportation arrangement. A site administrator shall be informed of such an instance either before it occurs or immediately after providing such a ride.

Romantic or Sexual Relationships, including but are not limited to the following:

Staff members shall be prohibited from dating, courting, or entering into or attempting to form a romantic or sexual relationship with any student enrolled in the Albuquerque Talent Development Academy or any other public or private school, regardless of the student's age. Students of any age are not legally capable of consenting to romantic or sexual interactions with staff members.

Prohibited romantic or sexual interaction involving students includes, but is not limited to:

- Sexual physical contact;
- Romantic flirtation, propositions, or sexual remarks;
- Sexual slurs, leering, epithets, sexual or derogatory comments;
- Personal comments about a student's body, appearance, attractiveness or physical attributes;
- Sexual jokes, notes, stories, drawings, gestures or pictures;
- Spreading sexual or romantic rumors;
- Touching a student's body or clothes in a sexual or intimate way;
- Accepting massages, or offering or giving massages other than in the course of injury care administered by an athletic trainer, coach, or health care provider;
- Restricting a student's freedom of movement in a sexually intimidating or provocative manner;
- Displaying or transmitting sexual objects, pictures, or depictions.

Social Interactions including but are not limited to the following:

In order to maintain professional boundaries, staff shall ensure that their interactions with students are appropriate. Examples of prohibited conduct that violates professional boundaries include, but are not limited to:

- Touching students without a legitimate educational reason. Reasons could include, but are not limited to, the need for assistance when injured, restraint or intervention to prevent or separate students who are fighting, threatening to fight or posing a risk of violence or harm to others, a kindergartner having a toileting accident and requiring assistance, appropriate coaching instruction, or appropriate music instruction;
- Taking a student out of class without a legitimate educational reason;
- Being alone with a student behind closed doors without a legitimate educational reason;
- Initiating or extending contact with a student beyond the school day or outside of class times without a legitimate educational reason;
- Inviting a student to the staff member's home;
- Taking a student on outings without prior notification to and approval from both the parent/guardian and the building principal;
- Engaging in harassing, bullying, discriminatory, or other conduct prohibited by other Albuquerque Talent Development Academy policies or by state or federal law and regulations.

APPEARANCES OF IMPROPRIETY

The following activities are boundary invasions and can create an actual impropriety or the appearance of impropriety. Whenever possible, staff should avoid these situations. If unavoidable, these activities must be pre-approved by the appropriate administrator. If not pre-approved, the staff member must immediately report the occurrence to the principal, human resources or any other appropriate administrator.

- Conducting ongoing, private conversations with individual students that do not have an educational purpose, are unrelated to school activities or the well-being of the student, and that take place in locations inaccessible to or not observable by others;
- Being alone with an individual student out of the view of others or in an inaccessible location, except in the context of school counselors providing professional counseling support services, teachers working with students in an afterschool setting or during testing, or a school nurse providing medical services to a student;
- Inviting students for social contact off school grounds without the prior knowledge and express permission of the parent/guardian and an appropriate administrator;
- Social networking with students for non-educational purposes.

Staff members are expected to be aware of the appearance of impropriety in their conduct with students. Staff members are encouraged to discuss issues with the appropriate administrator whenever they are unsure whether particular conduct may constitute a violation of this Policy.

ELECTRONIC COMMUNICATION

The Albuquerque Talent Development Academy supports the use of technology to communicate for educational purposes. However Albuquerque Talent Development Academy employees acting in their Albuquerque Talent Development Academy capacity are prohibited from inappropriate online socializing, phone calls, texting, skyping, instant messaging, or use of any other telecommunications device, or from engaging in any conduct that violates the law, Albuquerque Talent Development Academy policies or other generally recognized professional standards. Employees must conduct themselves in ways that do not distract from or disrupt the educational process. Nothing in this Policy prohibits employees, faculty, staff or students from the use of approved educational websites if such sites are used solely for educational purposes.

Electronic and online communications between staff members and students must be transparent, contemporaneously accessible to administrators and parents/guardians, and professional in content and tone. Such communication must be professional, non-sexual, appropriate to the circumstances, and unambiguous in meaning. Staff members must restrict one-on-one electronic communications with individual students to accounts, systems, and platforms that are provided by and accessible to the Albuquerque Talent Development Academy or with the prior express permission of the appropriate administrator and the parent/guardian.

As with in-person communications, staff members shall avoid appearances of impropriety and refrain from inappropriate electronic communications with students. Factors that may be considered in determining whether an electronic communication is inappropriate include, but are not limited to:

- The subject, content, purpose, authorization, timing, and frequency of the communication;
- Whether there was an attempt to conceal, shield, or misrepresent the nature of the communication from administrators and/or parents/guardians;
- Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship; and/or
- Whether the communication contained sexual innuendo, such as for purposes of grooming the student for victimization.

Parents/guardians are encouraged to have access to their children's social networking and digital communication devices and to supervise their children's use of these methods of communication in order to discover improper contacts which may violate this policy. Parents and guardians are encouraged to report any suspected violations of this policy by a staff member to the principal, human resources or any other appropriate administrator for investigation and necessary intervention.

RELIGIOUS ACCOMMODATION

Sometimes individuals hold religious beliefs or conduct religious practices that conflict with their work schedules or assigned responsibilities. ATDA will attempt to provide a reasonable accommodation for religious beliefs and practices of such individuals if to do so does not impose an undue hardship for the employee's department, or interfere with the employee's ability to perform the essential functions of the position. If you would like to request reasonable accommodation based on your religious beliefs, you should contact the Principal. You may be asked to provide appropriate documentation to support your request.

EMPLOYER RIGHTS TO ORGANIZE

The National Labor Relations Act forbids employers from interfering with, restraining, or coercing employees in the exercise of rights relating to organizing, forming, joining or assisting a labor organization for collective bargaining purposes, or from working together to improve terms and conditions of employment, or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights. Employees covered by the National Labor Relations Act are afforded certain rights to join together to improve their wages and working conditions, with or without a union.

EMPLOYEE BACKGROUND CHECK

Prior to becoming an employee of ATDA, a comprehensive background check consisting of prior employment verification, professional reference checks, education verification, licensure and certification confirmation, and a criminal background check is conducted in accordance with applicable laws. If applicable to your position, a driving records check will be completed. Employees are required to undergo a background check every two years. Individual employees are responsible for any associated fees. Background check information shall not be disclosed to unauthorized personnel or individuals.

Employees can request further information on background check requirements and procedures from the Principal.

IMMIGRATION LAW COMPLIANCE

All offers of employment are contingent upon verification of your right to work in the United States. You will be asked to provide original documents verifying your right to work and, as required by federal law, to sign a Federal Form I-9, "Employment Eligibility Verification Form." If you at any time cannot verify your right to work in the United States, ATDA may be obliged to terminate your employment.

EMPLOYMENT REFERENCE CHECKS AND INQUIRIES

To ensure that individuals who join Albuquerque Talent Development Academy as employees are well qualified and have a strong potential to be productive and successful, ATDA shall check and document in writing employment references and past supervisors of all applicants. Employees must provide accurate reference and educational contact information.

The Principal shall respond to all reference check inquiries from other employers. Responses to such inquiries shall be limited to factual information that can be substantiated by ATDA's records. Employees who wish specific employment data to be released may notify the Principal in writing.

EMPLOYMENT APPLICATIONS

Albuquerque Talent Development Academy shall rely upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

ATDA EMPLOYEE STATUS

Employees of ATDA are not and shall not be considered APS employees. A new employee hired by ATDA shall not have an employment right to a position within APS upon leaving the charter school. In accordance with the Charter Schools Act, the Principal of ATDA shall hire all employees of the school directly, without prior authorization or review by the APS Personnel Office. ATDA Employees are responsible for annually reviewing and updating the personal and credentials information with the ATDA business manager in their ATDA personnel file.

PERSONNEL RECORDS

The responsibility of handling personnel records and related personnel administration functions at ATDA has been assigned to the Business Manager. Questions regarding insurance, wages, and interpretation of personnel policies may be directed to him or her. ATDA strives to balance its need to obtain, use, and retain employment information with each individual's right to privacy. To this end, it attempts to restrict the personnel information maintained to that which is necessary for the conduct of its business or which is required by federal, state, or local law. The Principal (or designee) is responsible for overseeing the record keeping for all personnel information. Employees have a responsibility to ensure their personnel records are up to date and should notify the Business Manager in writing of any changes in name; address; contact phone numbers; marital status (for benefits and tax withholding purposes only); number of dependents (for benefits and tax withholding purposes only); addresses and telephone numbers of dependents and spouse or former spouse (for insurance purposes only); beneficiary designations if applicable; and emergency contact information. If you have a change in any of these items, please complete an **"employee change" form** and return to the Business Manager as soon as possible.

1. *Contents of File.* In addition, an employee's personnel file may contain the following information:

- a. Complete application for employment along with verification of qualifications for the position as outlined in job description;
- b. Professional license;
- c. Official transcript;
- d. Employee's contract;
- e. Signed Job description;
- f. Pre-employment references;
- g. Signed acknowledgment that the employee has received the employee policies handbook, **which includes** separate acknowledgements that employee has received and understands policies on child abuse and neglect, confidentiality, equal employment opportunity; drug free workplace, conflicts of interest, employee complaints and problem solving, termination and discharge, employee discipline, email and computer usage, the employee code of conduct and confidentiality.
- h. Performance appraisals;

- i. Documented attendance at educational and training programs, including in-service courses and orientation;
- j. Any complaints, allegations, inquiries or findings of student abuse or neglect; warnings or disciplinary actions;
- k. Documentation of equipment issued to employee: keys, pagers, cell phones, etc.

2. *Separate File.* The following records will be maintained in a separate file, apart from the personnel file, for each employee:

- a. Employment medical records;
- b. INS (Immigration and Naturalization) I-9 Form;
- c. Workers' compensation records;
- d. Health records;
- e. Drug testing records.
- f. Fingerprint results/background check results

3. *Inspection of Personnel File.* Employees may inspect their own personnel records in the presence of the Principal (or designee) except documents relating to confidential materials related to pre-employment. Such an inspection must be requested in writing to the Principal (or designee) and will be scheduled at a mutually convenient time. Employees who feel that any file material is incomplete, inaccurate, or irrelevant may submit a written request to the Principal (or designee) that documentation to correct such materials be added to personnel files. Only supervisors and others in management who have an employment related need-to-know about another employee may inspect the personnel files of a particular employee.

ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, Albuquerque Talent Development Academy shall expect employees to be present and ready to work on the days/times directed by the Principal, and to be reliable and punctual in reporting for scheduled work. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they shall notify their supervisor in person or by telephone as soon as possible in advance of the anticipated tardiness or absence, and in no event later than 6:00 a.m. of the day of the absence/tardiness.

You must obtain prior written approval from the Principal or his/her designee for any leave days taken. With the exception of sick leave, no leave may be taken without prior approval by the Principal, who will ensure that your leave is covered and does not unduly disrupt School activities and School needs. If you are absent because of an illness, the Principal may require that you submit a written statement from your health care provider stating that you are able to resume your employment responsibilities. Taking leave without approval shall be considered insubordination, and will subject the employee to disciplinary action, up to and including termination of employment/discharge. See leave policies and procedures, below.

Poor attendance and excessive tardiness shall be considered disruptive to the educational environment. Either may lead to disciplinary action, up to and including termination of employment. An employee failing to report for duty or failing to remain at work as scheduled without proper notification, authorization, and excuse shall be considered absent without leave and shall not be paid for the period involved. Absence without approved leave for two (2) consecutive working days shall constitute abandonment of duties, which may result in dismissal.

ATDA will consider you to have voluntarily terminated your employment if you do any of the following:

1. Resign from ATDA;
 2. Fail to return from an approved leave of absence on the date specified for your return;
- or
3. Fail to report to work or call in for two (2) or more consecutive work days.

SCHOOL CALENDAR

The ATDA calendar shall be approved annually by the Governing Council. It shall include dates for the following:

- School enrollment dates or registration dates
- Beginning and ending dates of school for students and instructional staff
- Professional Development Days
- Holidays for full time staff
- Days the school is closed
- Spring Break
- Fall Break
- Winter Break
- Snow make-up days as determined
- Open houses and other parent events
- Report Card dates
- Student Activities
- Other events as determined

PAID HOLIDAYS FOR FULL-TIME EMPLOYEES

A list of paid holidays for full-time, year-long employees shall be published at the beginning of each contract year. Full-time, year-long employees shall have paid holidays each contract year. ATDA shall grant holiday time off to all employees on state or federally recognized holidays:

- New Year's Day Holiday (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Vernal Holiday (refer to school calendar)
- Memorial Day (last Monday in May)
- Independence Day (July 4-refer to school calendar)
- Labor Day (first Monday in September)

- Veteran's Day (November 11)
- Thanksgiving (fourth Wednesday through Friday in November)
- Winter Holiday (see school calendar)

STANDARD OF CONDUCT

Generally speaking, we expect each employee to act in a mature, responsible and professional way at all times. Educational professionals are required to comply with the New Mexico Code of Ethical Responsibility of the Education Profession, 6.30.9 NMAC. If you have any questions concerning any work or safety rule, or any of the provisions of this Handbook, please see the Principal for an explanation.

WORK SCHEDULES

Work schedules for employees shall vary. The Principal and designee shall advise employees of their individual work schedules. Staffing needs and operational demands shall necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Severe Weather and Emergency/Weather Conditions

In the event of severe weather conditions or other emergencies, ATDA will follow the APS cancellation/delay schedule broadcast on local radio/television stations. All personnel shall report to work regardless of conditions unless they are notified to the contrary by their Principal or by announcement over the television stations mentioned above. If any staff member anticipates a delay or is unable to report to work, the Principal must be notified for approval. In cases where an emergency closing is not authorized, employees who fail to report for work shall not be paid for the time off. Staff prevented from reporting to work due to circumstances such as closed or impassable roads may charge to annual or personal leave those days missed. This absence must be documented and approved by the Principal. On a delayed start of the work day, personnel not able to present themselves at the starting time shall be charged annual or personal leave or docked pay.

The Principal, Assistant Principals, custodians and maintenance personnel shall report to work as close to their assigned times as possible to make ready the buildings and facilities for school start.

Other Emergency School Closures

For emergencies such as power failures or natural or civil disasters impacting ATDA, the Principal shall notify television channels 4, 7, and 13 of the need to close or delay the school. The Principal shall ask the television stations to announce the delay and reason for the delay by 6:15 a.m. each day the announcement applies to ATDA students, staff, and parents.

CLASSROOM COVERAGE

Students must be supervised at all times and are never left unattended. If you need to leave your classroom or work station, you must contact the Principal or designee so adequate coverage can be arranged. If you need to leave the campus for any reason, you are required to notify the Principal, and if approved, sign out at the front desk, and sign back in upon returning.

SCHOOL AND STAFF MEETINGS

On occasion, we may require that you attend a meeting or school function outside your duty day. If you are not able to attend, you must request prior permission from the Principal to be absent. If you are a non-exempt employee, you will be paid for time spent. Prior approval by the Principal will be required for any overtime.

PERSONAL APPEARANCE

During school hours, business hours, or when representing the School, you are expected to present a clean, neat, and professional appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with students, their families, or visitors in person.

The Principal is responsible for establishing a reasonable dress code appropriate to the job you perform. Consult the Principal or your supervisor if you have questions as to what constitutes appropriate appearance. Reasonable accommodations may be made to a person with a disability. See the Principal if you would like to explore an accommodation.

Without unduly restricting individual tastes or community traditions, the following personal appearance guidelines should be followed:

- Shoes should provide safe, secure footing, and offer protection against hazards.
- Garments must be appropriate to activities that faculty, staff, and students are engaged in.
- Offensive body odor and poor personal hygiene is not professionally acceptable.
- Perfume, cologne, and after-shave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances.
- Jewelry, including facial jewelry and body piercing, should not be functionally restrictive, dangerous to job performance, or excessive.
- Visible excessive tattoos and similar body art must be covered during school or business hours.
- Wearing of caps/hats, earphones, and/or texting during class times models poorly for students who must abide by school rules prohibiting those items during class.

WAGE AND SALARY POLICIES

- A. ATDA – an equal opportunity employer:** Employee compensation will be structured to attract, motivate, retain, and reward high quality personnel to effectively carry out the objectives of ATDA without regard to race, color, ancestry, religion, age, sex, national origin, disability, medical condition, status as a veteran, sexual orientation, spousal affiliation, gender identity or any other basis protected by federal, state or local law. SCHOOL will prioritize its expenditure of resources to achieve a competitive compensation position in public education in the local area market.
- B. Pay Periods:** All employees are paid Bi-weekly (24 pay periods yearly) on the 15th and last day of each month. Each paycheck shall include earnings for all work performed through the end of the previous payroll period. In the event that a regularly scheduled payday falls on a day off such as a holiday, employees shall receive pay on the last day of work before the regularly scheduled payday. If a regular payday falls during an

employee's vacation, the employee shall make arrangement for picking up the check with the Principal or designee.

Your deductions will be itemized on your payroll stub. You should review your paycheck stub carefully each payday. If, at any time, you have any questions about the amounts shown on your paycheck or how they are calculated, you should contact the Business Manager. If you have been overpaid, and it is later discovered, you will be required to return the overpayment in full to **ATDA**.

C. Basis for Determining Pay: The Governing Council adopts a salary schedule each year based upon education, experience, and legislative mandates.

D. Salary Increases: The Governing Council shall set the salary schedule based on the school's annual budget. A licensed employee's salary will be based on the NMPED's mandated three-tier license, salary schedule. Any salary increase will be based on the salary schedule and individual qualifications.

E. Stipends: Stipends may be available for extra work/duties assumed outside the scope of your position and duty hours. The availability and amount of any stipends will be pursuant to the Governing Council policy, and subject to availability of funds in the School budget. "Bonuses" are not awarded by the School.

1. *ATDA Governing Council Stipends Policy for Employees:* Stipends are additions to salary for an extension of a normal work year. Examples are services performed on weekends, during the summer months, while on annual leave, or after school or office hours. Such payments are subject to deductions for income tax, social security, and retirement. They must not be confused with payments for expenses, such as mileage or per diem, which are not subject to these deductions. ATDA stipends will be approved through the Budget Committee; additional stipends that arise as needs arise after the Budget Committee completes its work to provide services to benefit students will be considered by the ATDA Finance Committee. ATDA stipends amounts vary according to the amount of out of school time required to accomplish the activity for which a stipend is provided.

F. Direct Payroll Deposit: Direct payroll deposit is the automatic deposit of your pay directly into a financial institution account. Contact the Business Manager for details and the necessary authorization forms. This is a benefit we provide for your convenience. We encourage all employees to take advantage of this service.

G. Mandatory Deductions from Paycheck: Federal, state and local income taxes and your contribution to Social Security and New Mexico Educators retirement system will be deducted from your pay check as required by law. These deductions will be itemized on your check stub. The amount of the deductions will depend on your earnings and on the information you furnish on your W-4 form regarding the number of exemptions you claim. If you wish to modify the number of deductions, please request a new W-4 form from the Business Manager. Only you may modify your W-4 form. Verbal or written instructions are not sufficient to modify withholding allowances. We advise you to check your pay stub to ensure that it reflects the proper number of withholdings. Other mandatory deductions from your paycheck include court-ordered garnishments or support deductions. If ATDA receives a court order mandating that your pay be garnished you will be notified and provided a copy of the order. ATDA will comply with the court order until such time as you provide a subsequently dated and signed court order directing ATDA to cease making the deduction from your pay check.

H. Reimbursement for Travel and Expenses: Employees will be reimbursed for authorized travel and per diem expenses pursuant to the New Mexico Travel and Per Diem Rule, NMAC 2.24.2 as amended. You must **obtain prior written authorization** for expenditures for which you expect to be reimbursed for by ATDA. Failure to follow the appropriate procedures **prior** to incurring an expense for which you want to be reimbursed, may result in a denial of your request for reimbursement. Employees shall limit expenses to reasonable amounts and shall seek discounted fares for travel and lodging. Expenses beyond reasonable rates shall not be reimbursed. Employees who are involved in an accident while traveling on business shall promptly report the incident to the Principal or designee.

Vehicles leased or rented by the school shall not be used for personal use. When travel is completed, employees shall submit completed travel expense reports within 20 business days. Receipts shall accompany all reports for all individual expenses. In the case of hotel or airline bills, the actual hotel printout or airline receipt shall accompany each expense report in addition to a credit card receipt or other proof of payment. Employees shall be reimbursed for expenses approximately 20 days after submitting an approved expense request for payment. If an employee has outstanding travel advances, additional advances shall not be approved until expense reports are submitted.

Employees should contact the Principal for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues. Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, shall be grounds for disciplinary action up to and including termination of employment.

I. Employment Classifications: Your position at ATDA is classified as either regular full-time, part-time or short-term. In addition, you are classified as either **non-exempt** or **exempt**. Certain policies and procedures outlined in the Employee Handbook may apply differently to you depending on how your job position is classified. If you have a question concerning applicability of any particular provision, contact the Principal or the Business Manager prior to signing the receipt for this Handbook.

1. *Non-Exempt and Exempt Employees.* At the time you are hired or you transfer to a new position, you will be classified as either "exempt" or "nonexempt." This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty (40) hours per workweek. These employees are referred to as "non-exempt" in this Employee Handbook. This means that they are not exempt from (and therefore should receive) overtime pay.

Exempt employees are Principals, Assistant Principals, other administrators, business managers, teachers, counselors, social workers, and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws.

2. *Full-Time Employees.* An employee who works 40 hours per week, is considered a full-time employee.

3. *Part-Time Employees.* An employee who is regularly scheduled to work less than 40 hours per week is considered a part-time employee. If you are a part-time employee working less than 30 hours per week, you are not eligible for the employee benefits described in this

Employee Handbook. Benefits will be prorated for employees working between 30 and 39 hours per week.

4. *Overtime Pay.* If you are a non-exempt employee you will be paid overtime in accordance with state and federal laws. Any overtime must be approved in advance by your supervisor; failure to obtain authorization prior to working overtime may result in disciplinary action. For purposes of determining overtime pay, ATDA's work week shall be from 12:00 a.m. Monday until 11:59 p.m. Sunday.

5. *Compensatory Time.* ATDA does not award compensatory time off.

J. Records of Time Worked: Accurately recording time worked shall be the responsibility of every nonexempt employee. Federal and state laws require Albuquerque Talent Development Academy to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked shall be all the time actually spent on the job performing assigned duties.

Nonexempt employees shall accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They shall also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it you may perform it.

If your position requires that you keep time records, you are responsible for accurately recording your time. No one may record hours worked on another's timecard or timesheet. Tampering with another's time record is cause for disciplinary action, up to and including discharge, of both employees. In the event of an error in recording your time, please report the matter to your supervisor immediately.

PERFORMANCE EVALUATIONS

A. Performance Reviews: The Principal will follow governing council policies and New Mexico Public Education Department requirements when conducting performance reviews for all licensed and certified personnel. The performance reviews will be conducted collaboratively between the Principal and ATDA employees. Nonexempt employees will be evaluated annually; licensed personnel will be evaluated in a manner consistent with PED regulations and the School's charter, if applicable. The school's Principal will be evaluated no less frequently than once per year by ATDA's Governing Council, in accordance with State statutory and regulatory requirements.

During a formal performance review the Principal may cover the following areas:

- The quality and quantity of your work
- Strengths and areas for improvement
- Initiative and teamwork
- Attendance
- Customer service orientation
- Problem solving skills
- Ongoing professional growth and development

- All other competencies for your position, level of licensure or certification.

Additional areas will also be reviewed as they relate to your specific job. Along with incorporating competencies, ATDA will implement a multi-source feedback system to appraise the performance of all staff, professional, licensed and non-licensed, to nurture self-efficacy and goal-orientation. The multi-source feedback system will be used to supplement the traditional evaluation system, enabling ATDA to engage its employees in development activities, thereby enlisting its entire staff in continuous learning based on quality feedback.

Your review provides an opportunity for collaborative, two-way communication between you and the Principal. This is a good time to discuss your interests and future goals. The Principal is interested in helping you to progress and grow in order to achieve personal as well as work-related goals. The Principal can answer any questions you may have about the performance review process.

The Principal uses your annual performance evaluation as a factor in recommending your rate/salary increase, promotions, retention, or award of subsequent contracts, if any. Your performance evaluation may also be impacted by your willingness to follow and cooperate with ATDA's employee conduct policies as described in this Handbook or other directives or instruction given to you by the Principal or your supervisor.

RESIGNATION

Resignation is a voluntary act initiated by the employee to terminate employment with Albuquerque Talent Development Academy. Although advance notice is not required, the School requests at least 14 calendar days written notice of resignation from non-licensed staff, and nonexempt employees.

Resignations by licensed professional personnel must be submitted in writing to the Administrator and the Governing Council 30 calendar days prior to the effective date of the resignation. Any deviation from this procedure will be a violation of the instructor's contract and entitles the School to report the matter to NMPED Licensure, which could adversely affect licensure. The Administrator and/or Governing Council reserve the right to waive the 30-day notice requirement.

Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

If an employee does not provide advance notice as requested, the employee will be considered ineligible for rehire.

PERSONAL RELATIONSHIPS IN THE WORKPLACE

The employment of relatives or individuals involved in a dating relationship in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

Relatives are defined as any person who is related by blood or marriage. Relatives of current employees shall not occupy a position in which they work directly for or supervise their relative. Relatives of the Principal shall not be hired without express permission and a "nepotism waiver"

resolution by the Governing Council. No member of the Governing Council or their relatives shall be employed by or contracted by the School.

Individuals involved in a dating relationship with a current employee shall not occupy a position that works directly for or supervises the employee with whom they are involved. ATDA shall take prompt action if an actual or potential conflict of interest arises involving relatives or individuals involved in a dating relationship who occupy positions at any level (higher or lower) in the same line of authority that may affect the workplace and/or employment decisions.

If such a relative or dating relationship is established between employees after employment at ATDA, it is the responsibility and obligation of the supervisor involved in the relationship to disclose the existence of the relationship to the Principal immediately.

EMPLOYEE CONFLICT OF INTEREST

Albuquerque Talent Development Academy employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes the framework within which ATDA shall operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Employees shall contact the Principal or designee who may seek legal advice in questions regarding conflict of interest. If questions involve the Principal, employees shall contact the Governing Council President.

Only the School's Procurement Officer/Business Manager may initiate contracts with and deal with vendors. If you wish the School to procure something in connection with your position, contact the Procurement Offer or Business Manager immediately to discuss.

Transactions with outside firms shall be conducted within a framework established and controlled by the Principal of ATDA but which is in line with NM State Statutes. Business dealings with outside firms shall not result in unusual gains for those firms. Unusual gain refers to bribes, kickbacks or product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Any plans that may be *interpreted* to involve unusual gain require specific Principal approval.

An actual or potential conflict of interest shall occur when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of ATDA's business dealings. For the purposes of this policy, employees are prohibited from participating directly or indirectly in procurement without full disclosure to the Governing Council when the individual knows that he/she or any member of the employee's immediate family has a financial interest in the business seeking or obtaining a contract. "Contract" means any agreement for the procurement of items of tangible personal property, services, or construction. "Immediate family" is defined as a spouse, children, parents, brother, or sister, in-laws, or any person who is financially supported by the employee.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose the existence of any actual or potential conflict of interest to the Principal or designee as soon as possible so that safeguards can be established to protect all parties.

The School's Procurement Officer and/or Governing Council shall be responsible for making any decisions about the possible contract, and shall err on the side of caution in its determination of whether there is a conflict of interest.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which ATDA does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving ATDA. In addition, this policy shall prohibit an employee of ATDA who is participating directly or indirectly with the procurement process to become, or to be, the employee of any person or business contracting with ATDA while employed with the school.

Employees may not use confidential information acquired by virtue of their position at School for their own or another's personal advantage. Student/parent information, lists, etc. shall not be used by School employees for non-school-related purposes.

Staff members are not to receive payment for tutoring, counseling, advising or providing services related to special programs or other school functions from any student assigned to their classroom. Employees are prohibited from requesting, receiving or accepting a gift or loan for themselves or another that tends to influence them or appear to influence them in the discharge of their duties as employees.

EMPLOYMENT OUTSIDE ATDA

Outside employment is not prohibited by ATDA, but employees may have such employment only as long as they meet the performance standards of their job with ATDA. All employees shall be judged by the same performance standards and shall be subject to ATDA's scheduling demands, regardless of any existing outside work requirements.

However, ATDA recognizes that many employees are employed outside their professional relationship with ATDA (e.g., music instructors with private music students or positions with an orchestra). Employees who hold outside jobs are encouraged to inform the Principal as soon as possible.

Full-time employees are expected to give their job at ATDA first priority. If the Principal determines that an employee's outside work interferes with the employee's performance or the ability to meet the requirements of ATDA as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with ATDA.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside ATDA for materials produced or services rendered while performing their jobs with ATDA. Employees in violation of conflict of interest policies will be subject to disciplinary action, up to and including termination of employment.

JOB POSTING AND EMPLOYEE REFERRALS

Job posting is a way to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known to the hiring manager.

Job openings shall be posted on the employee bulletin board and remain open for 10 working days. Each job posting notice shall include the dates of the posting period, job title, location, grade level, job summary, essential duties, and qualifications (required skills and abilities).

Albuquerque Talent Development Academy shall provide employees an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. To be eligible to apply for a posted job, employees must have performed competently for at least six months in their current position. Employees who have a written warning on file, are on probation, or are on suspension shall not be eligible to apply for posted jobs. Eligible employees can only apply for those posted jobs for which they possess the required skills, competencies, and qualifications.

Other recruiting sources may also be used to fill open positions in the best interest of the School. The School is not obligated to fill open positions with or to give preferences to existing personnel.

NON-LICENSED PERSONNEL INTRODUCTORY PERIOD

All non-licensed new and rehired ATDA employees shall work on an introductory basis for the first 60 days after their date of hire. This introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The introductory period shall be an extension of the examining or appointment process, during which a careful review shall be made to evaluate employee capabilities, work habits, and overall performance. This introductory period shall serve to evaluate the employee against performance standards and professional behavior that ATDA demands of all its employees. Either the non-licensed employee or ATDA may end the employment relationship at will at any time during the introductory period, with or without cause or advance notice.

Any significant absence that is approved by ATDA shall automatically extend an introductory period by the length of the absence. If ATDA determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period at the Principal's discretion.

Upon satisfactory completion of the initial introductory period, background/criminal check, and completion of all necessary forms for employment, employees shall enter either the regular full-time or part-time employment classification.

During the initial introductory period, new employees shall be eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. They may also be eligible for other ATDA-provided benefits, subject to the terms and conditions of each benefit's program. Employees should read the information for each specific benefits program for the details on eligibility requirements and contact the Administrative Office with any questions.

EMPLOYEE CONTRACTS AND AGREEMENTS

Albuquerque Talent Development Academy shall retain licensed employees on a contractual basis. ATDA shall recognize four types of contracts and agreements:

- Year-Long Contract -- This contract runs one year from the date of appointment, except for the initial contract, which will terminate on June 30 of the contract year. Contract

renewals, if any, shall begin on July 1 of each succeeding year. Full time, year-long contract employees will work the normal work year for the contract year (2080 hours).

- School Term Contract -- This contract shall be used for the school term or the remaining portion of the current school term. Most instructional staff will be placed on a School Term Contract. An employee who is hired after the beginning of the school term shall be in pay status beginning with the employee's first day of work through the final day of the contract. All School Term Contracts shall end no later than June 30 of the then-current school year.

Non-certified (non-licensed) staff do not receive contracts and are at-will employees. A "Memorandum of Employment" may be given non-certified staff to denote position held, duties, and compensation. This Memorandum shall not constitute a contract.

JOB DESCRIPTIONS

The Principal, as the chief instructional leader and administrative head of ATDA, shall provide job descriptions for every position at ATDA. A job description for each position shall be provided in the Appendix. Non-contracted personnel may receive a copy of their job description along with their Memorandum of Employment.

ENTERTAINMENT OR GIFTS

Albuquerque Talent Development Academy shall consider it a conflict of interest for an employee to accept gifts or entertainment from a vendor, student, or a student's parents of more than \$20.00 in value without the prior written approval of the Principal.

PUBLIC STATEMENTS

No employee of Albuquerque Talent Development Academy shall speak for or on behalf of the School on any matter concerning ATDA without prior written, specific authorization by the Principal and/or the Governing Council. When designated by the Principal and/or the Governing Council as a designated spokesman for the School, or in public statements, the employee shall at all times be accurate, exercise proper restraint, and show respect for the opinions of others. Failure to adhere to the above shall be grounds for disciplinary action, up to and including termination of employment.

CONFIDENTIAL INFORMATION

The protection of confidential information is vital to the interests of ATDA. Such confidential information includes, but shall not be limited to, the following examples:

- Student educational records
- Family information
- Personnel issues
- Student or employee medical information
- Background check results
- Drug and alcohol tests

All employees shall abide by the confidentiality requirements set forth by their respective funding sources and the Family Education Rights and Privacy Act (FERPA). The Principal shall provide training to all pertinent employees regarding these requirements. Employees exposed to confidential information may be required to sign a non-disclosure agreement as a condition of employment. Improper use or disclosure of confidential information shall be subject to disciplinary action up to and including termination, even if an employee does not benefit from the disclosed information.

TRAINING AND EXPERIENCE

Training Requirements

All training claimed for salary placement purposes must meet the requirements 1-8 below. Official transcripts of an accredited university, college, or postsecondary institution must verify all college coursework claimed as training for placement on the ATDA salary schedule. Each individual must request official transcripts from all accredited postsecondary institutions be sent to:

ATDA Business Office
Attn: Principal's Name
1800 Atrisco Rd. NW
Albuquerque, NM 87120

An alternate method of delivering official transcripts from postsecondary institutes is to have them sent to the employee in a sealed envelope. The SEALED envelope is then delivered to the Principal or designee by the employee.

Only those received in these ways shall be counted as training on the salary schedule.

1. An official transcript is required as proof of the conferment of a degree or the accumulation of additional hours beyond a degree. An official transcript is one that is issued by an accredited institution and embossed with an institutional seal or other means of official identification.
2. Additional credit hours shall be counted only after each academic degree is awarded. Additional hours added after the completion of one degree do not carry over after the completion of another degree. (See #8)
3. Undergraduate and graduate credit hours earned before the bachelor's degree is completed shall not be counted after the date the bachelor's degree is awarded.
4. All undergraduate or graduate credit hours may be counted if earned after the bachelor's degree for salary placement upon initial employment by ATDA. After initial employment salary placement, all additional credit hours submitted on an official transcript as stated in the opening paragraph of this policy, earned as an employee of ATDA may be counted for salary placement upon approval of the Principal or designee. All requests for approval of additional credit hours must be submitted in writing on the ATDA "Course Approval Form" unless the employee has a degree of program plan on file in the ATDA Business Office.
5. Credit shall not be given for correspondence courses or activity physical education courses. Degrees and courses offered on the internet through accredited colleges shall be

accepted. In accordance with NMPED regulations, in-service hours earned after July 1, 1988, shall be disallowed for salary schedule purposes.

6. Semester hours above a degree shall be credited on the salary schedule, subject to prior approval of the Principal, only when an official transcript showing these hours is on file in the Business Office on or before September 30 of the contract year or eight (8) weeks after employment for employees starting after the school year has begun. The increment shall be paid only for those hours earned at an accredited college or university. Hours toward an increment on the salary schedule shall be semester hours or converted to semester hour equivalent. Teacher Licensure Requirement-Student Teaching hours- shall not be counted as hours after a degree.

7. For salary purposes, a degree, which has been completed but not conferred, may be counted only if the degree granting institution verifies in writing that the degree has been completed and that the degree shall be conferred at a later date.

8. If an individual has two master's degrees, the second degree may not be counted as 45 additional hours unless it actually comprised of 45 hours. Only the actual hours constituting the second degree shall be counted as hours in addition to the first master's degree.

9. Hours earned by an individual while working toward a degree that are in excess of the number of hours needed for that degree shall not be counted as additional hours once the degree has been completed. For example, although any hours earned while an individual is working toward a master's degree may be counted as they are accumulated as hours additional to the bachelor's degree. Once the individual has earned the master's degree, none of those hours shall be counted as hours in addition to the master's degree. The master's degree shall become the new starting point.

10. Vocational instructors with less than a four-year degree shall be placed on the BA column for training and experience purposes but shall be paid according to recognized training and experience at the appropriate cells on this schedule. Verified employment for trades and industries may be counted for training and experience purposes in the vocational instructor's licenses or instructional area.

Experience Requirements

All service claimed for salary placement purposes shall meet the requirements in sections 1-16 of this section. The Service Verification Form and any other supporting documents must meet the requirements for such school records and documentation in this section. All service shall be based on the contractual year (July 1-June 30). No more than one year of experience may be acquired in any one contractual year. Each individual shall have the verification form mailed to ATDA, 1800 Atrisco Rd. NW, Albuquerque, NM 87120 or faxed to 505.831.7031. ATDA shall only accept Service Verification forms mailed or faxed directly to the Business Office by a previous employer.

1. Reported experience must be instructionally related and must be verified by use of a Service Verification Form.

2. The Service Verification form shall include place of employment, dates of employment (starting and ending) and number of hours/days worked for each year of employment. The information shall be verified and signed by the previous employer.

3. If a person is employed by more than one school district or charter school during the same year, a Service Verification Form from each employing entity shall be required.

4. For personnel employed in a year-round school, the actual dates of employment during that school's calendar must be indicated on the Service Verification Form. The dates may not necessarily conform to the contractual year as defined above.

5. Substitute teaching experience shall not count towards service credit.

6. Accreditation must be a recognized state or regional accrediting agency in the U.S. In states or territories having no provisions for accrediting, licensing, or approving private elementary or secondary schools, service shall be acceptable provided the person held, while employed, a valid teaching certificate from the state in which the school is located or a valid New Mexico teaching certificate.

7. Instruction-related experience must be attained in a position in which the primary job responsibility is the supervision and/or provision of formal instruction or in a position as a licensed or certified professional in a clinical or parallel setting. The first type of instruction-related experience includes, but is not limited to:

- experience as a licensed or certified classroom teacher in an accredited public (includes charter) or private school or accredited post-secondary institution;
- experience as a certified or licensed superintendent or head of a charter school, director of instruction, director of testing, director of special education or federal programs, director of bilingual programs, or a principal in an accredited in an accredited public (includes charter) or private school.
- experience as a president, dean or department head in an accredited post- secondary institution;
- experience as a formal trainer in government, business, or industry; or
- experience in a verifiable instructional capacity in the military.

The second type of instruction-related experience includes, but is not limited to:

- experience as a registered nurse in a school, hospital, doctor's office, or clinical setting; and
- experience as an ancillary service provider (speech therapist, occupational therapist, physical therapist, psychologist, audiologist, interpreter, orientation and mobility specialist) in a school, hospital, doctor's office, or clinical setting.

8. Verified employment for support service personnel shall be counted as experience in their licensed or instructional area. Support personnel are:

- coordinators/subject matter specialists,
- library/media specialists,
- guidance counselors,
- registered nurses,
- diagnosticians,
- ancillary service providers (as listed in 7 above), and
- social workers.

9. Verified employment for trades and industries instructors shall be their experience in the licensed or instructional areas. Verified employment shall be documented on the Service Verification Form or in writing from the previous employer.

10. Military service shall be counted only when the employee has taught or completed teacher training immediately prior to military service and the service was instruction-related. Discharge papers that include a description of the duties to which the individual was assigned are required. If the paperwork is insufficient to allow the ATDA Principal to determine whether or not their work was instruction-related, further proof shall be required of the employee before credit or such experience is given. Additional verification may consist of official documents issued by the military or of written confirmation that includes a description of the instruction-related duties performed and the signature of the employee's former commanding officer or authorized designee.

11. All college or university experience shall be recorded on the Service Verification Form. A supporting letter or form shall be attached to the Service Verification Form verifying that either full- or part-time employment was at faculty status or its equivalent and that the schedule of work and the pay constituted that of other similar faculty employees. The employee shall secure verification of college or university experience.

12. A person teaching adult basic education or any other program not covered in this section is eligible for service credit if the program was operated by a public (including charter) and the person held a valid teaching license.

13. Service experience at 100% of the day or less than one school year but more than half of a school year may be rounded to one year so long as the experience was gained in one position in one span of time. Each partial year shall stand alone, however. Two or more sufficient partial years may not be put together for credit. One half of a school year shall be 90 days at 100% of the day or the equivalent of four and one-half months or a full semester.

14. Service at less than 100% of the day shall be recognized as full-time employment provided that documentation is presented to the Principal. Documentation shall verify that the employment was not less than three and one-half hours each day for a full year or the equivalent of 90 full-time days (percent of day employed multiplied by number of days employed).

15. Teaching experience also includes full-time employment as a teacher (excluding hourly substitute teaching) in public (includes charter schools), private, parochial, or institutions of higher learning in foreign countries when those schools have been accredited by recognized accrediting agencies of the United States.

16. Experience shall be on file in the ATDA Business Office on or before September 30 of the contract year (or 8 weeks after employment for employees that start after the school year has begun) of the school year for which an individual is to receive credit on the salary schedule.

*Suggested Documents from NMPED Manual of Procedures for the
Calculation of the Training and Experience Index, 2008, adapted for ATDA*

**Albuquerque Talent Development Academy
Instructional Staff Folder Information
(It is advised that each employee's Personnel Folder be organized as follows)**

- **Table of Contents (*This will help access information quickly for school and NMPED review*)**
- **Cover Sheet - VERIFIABLE TRAINING**
 - **School(s) of graduation**
 - **Date(s) degree conferred**
 - **Type(s) of degree(s) earned**

- Training hours earned and schools attended (*Transcripts that are official and bear the embossed university seal*)
- Cover Sheet – VERIFIABLE EXPERIENCE
 - Places of employment
 - Dates of employment (starting date to ending date)
 - Number of hours/days worked during the year

(The information should be verifiable and signed by the previous employer. A suggested Verification Form is available on the next page)

- Cover sheet- Instructor Licensure Records (*includes all licensure documents pertaining to qualifications of the instructor, including the subjects and grade levels the instructor is eligible to teach. Waivers are files in this section.*)
- Cover sheet- Administrative Training Records (*includes pertinent administrative training records*)
- Cover sheet- Health Records (*includes all pertinent health records and information as required by ATDA, including TB test results*)
- Cover sheet -Evaluation Records (*includes evaluations required in accordance with Chapter 22, Article 10A – School Personnel Act, NMSA 1978*).
- Cover sheet -Miscellaneous Information
- Cover sheet- Personal and Confidential Records (*includes information outside personnel should not access*)

Note: Avoid duplicate information. Duplicate documents should be given to instructors for their personal files.

To the extent that these Training and Experience provisions conflict with state law and/or NMPED regulation or policy, the law/regulation/state policy shall control.

DUTY FREE LUNCH PERIOD

All full-time employees shall be provided a duty free lunch period each workday. The Principal or designee shall schedule duty free lunch periods to accommodate operating requirements. Employees shall be relieved of all active responsibilities and restrictions during lunch periods and shall not be compensated for a duty free lunch period.

PROHIBITED SALES BY SCHOOL PERSONNEL

Employees of the school shall not directly or indirectly, sell or be a party to any transaction to sell or receiving any commission or profit from any contract for sale any instructional material, furniture, equipment, insurance, school supplies to ATDA. This provision shall not apply in cases in which school employee contracts to perform special services with the school with which they are associated or employed during time periods wherein service is not required under a contract for instruction, administration or other employment. No employee of the school shall solicit or sell or be the party to a transaction to solicit or sell insurance or investment securities to any employee of the school. Violation of the prohibited sales provisions may constitute a fourth degree felony. In addition, the PED may suspend or revoke the licensure of a licensed school employee for acting contrary to this provision.

SOLICITATION AND SCHOOL BULLETIN BOARDS / WEBSITE

Persons not employed by Albuquerque Talent Development Academy shall not be allowed to solicit or distribute literature in the workplace at any time for any purpose.

Employees of the school shall not solicit or distribute literature regarding personal interests during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.) However, they shall receive approval from the Principal or designee prior to posting or distributing information that is not ATDA related.

School Bulletin Boards / Website

Posting written solicitations on ATDA bulletin boards shall not be allowed. The school's bulletin boards display school related information, and employees should consult them frequently for:

- Employee announcements
- Internal memoranda
- Job openings
- Organization announcements
- Payday notices
- Workers' compensation insurance information
- State disability insurance/unemployment insurance information
- Other postings as approved by the Principal or designee

SCHOOL MATERIALS AND EQUIPMENT

Use of ATDA equipment, materials, or postage for personal use is illegal and is strictly prohibited.

Telephone Use

Long and/or frequent personal calls and/or texts made on the school phone or personal cell phone during the duty day are prohibited. Employees shall practice discretion when making local personal calls during non-duty times, particularly if students are present.

Employees shall immediately reimburse the school for any charges resulting from their personal use of the school telephone, copy machine, or facsimile machine. Materials purchased for use at school are for that purpose only.

Return of ATDA Property

Employees, on or before their last day of work, shall return all school property issued to them or in their possession. Where permitted by applicable laws, ATDA shall withhold from the employee's check or final paycheck the cost of any items that are not returned when required. ATDA shall also take all action deemed appropriate to recover or protect its property.

The following is an incomplete list of items that shall be returned to the Principal or designee.

- books, program material
- cellular phone
- telephone card
- lap top computer, other technology
- software/licenses

- Employee Policy Handbook
- inventory list
- credit cards
- room or cabinet keys
- tools belonging to the school
- staplers and other desk top materials
- up to date student grade sheets or grade book, other school records
- suggestions for improving the student and employee experience at ATDA

EMPLOYEE PRIVACY

ATDA reserves the right to search any person entering on its property or offsite while performing services for ATDA and to search property, equipment, and storage areas including but not limited to, clothing, personal effects, vehicles, buildings, rooms, facilities, offices, parking lots, desks, cabinets, lunch and equipment boxes or bags, vehicles parked on premises, and equipment. Any items that you do not want to have inspected should not be brought to work.

COMPUTER USE

Computers, computer files, the e-mail system and software furnished to employees shall be marked as the property of ATDA and shall be for school use only.

- Employees shall only access files directly related to their work responsibilities.
- The school prohibits the use of computers and the internet in ways that are disruptive, offensive to others, or harmful to morale.
- The internet may not be used for solicitation for commercial ventures, religious or political causes (except where they directly affect ATDA, such as legislation), outside organizations, or other non-school related matters.
- ATDA licenses the use of computer software from a variety of outside companies. ATDA does not have the right to reproduce the software or to grant licenses for other users. Employees shall use the software only in accordance with the software publisher's license agreement. As a rule do not download school-purchased software on any other computer without verifying the right to do so. Illegal reproduction of software can subject an employee to civil damages and criminal penalties, including fines and imprisonment. In addition, violation of this policy will result in disciplinary action up to and including discharge or termination from your employment.

TECHNOLOGY USE

- Internet access to global electronic information resources on the World Wide Web shall be provided by Albuquerque Talent Development Academy to assist employees in obtaining work-related data and technology. The use of ATDA technology resources is a privilege granted to employees for the enhancement of job-related functions, violation of which may result in disciplinary action.

The following guidelines have been established to ensure responsible and productive Internet usage.

- All Internet or email usage shall be limited to job-related activities. Employees shall avoid websites that may bring SPAM into the school's computers. Employees shall not give out a school email address to a web site.
- All Internet data that are composed, transmitted, or received via our computer communications system are considered part of the official records of ATDA and, as such, are subject to disclosure to law enforcement or other third parties. Consequently, employees shall ensure that business information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.
- Data that are composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably be interpreted as derogatory and offensive on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.
- The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees shall be responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.
- To ensure a virus-free environment, employees shall scan files before downloading from the Internet.
- Abuse of the Internet access provided by ATDA in violation of law or ATDA policies shall result in disciplinary action, up to and including termination of employment. Employees shall also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and shall result in disciplinary action:
 - Sending or posting discriminatory, harassing, or threatening messages or images
 - Using the School's time and resources for personal business gain
 - Stealing, using, or disclosing someone else's code or password without authorization
 - Copying, pirating, or downloading software and electronic files without permission
 - Sending or posting confidential material, trade secrets, or proprietary information outside of the organization
 - Violating copyright law
 - Failing to observe licensing agreements
 - Viewing or downloading pornographic content
 - Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
 - Sending or posting messages or material that could damage the organization's image or reputation
 - Participating in the viewing or exchange of pornography or obscene materials
 - Sending or posting messages that defame or slander other individuals
 - Attempting to break into the computer system of another organization or person
 - Refusing to cooperate with a security investigation
 - Sending or posting chain letters or advertisements not related to business purposes or activities
 - Using the Internet for any sort of gambling
 - Sending or posting messages that disparage another organization's products or services

- Passing off personal views as representing those of the organization
 - Sending anonymous e-mail messages
 - Disrupting, disabling, damaging, or interfering with services, equipment, or other users.
 - Accessing , assisting, or allowing others to access equipment, files, passwords, user codes, or information without authorization
 - Violating the School's social networking policies
 - Engaging in any other illegal activities
- ATDA does not attempt to articulate all possible violations of this policy. In general, users are expected to use ATDA computers and computer networks in a responsible, polite, and professional manner.
 - ATDA reserves the right to review, audit, intercept, access, and disclose all matters placed on ATDA technology resources, as business conditions and/or security considerations warrant, without employee notice, during or after employee working hours. The use of a ATDA provided password by an employee does not restrict ATDA's right to access electronic communications. ATDA reserves the right to monitor electronic communications without notice. **Because ATDA reserves the right to access and monitor the use of ATDA's technology resources, no employee should have any expectation of privacy in connection with the use of this equipment or the transmission, receipt, or storage of information in such equipment, whether the information is personal or school-related.**

TECHNOLOGY USE AGREEMENT – TEACHERS

Teachers wishing to utilize tablets, computers, Amazon Kindles and other technology devices, are bound by the following terms of use in the classroom. The use of these devices must support the educational goals of the Albuquerque Talent Development Academy. From here on tablets, computers and Amazon Kindles will be referred to as technology device(s).

- 1) All technology devices are only to be utilized INSIDE the classroom in conjunction with a lesson that merits their use. Students are not to use individually or are teachers authorized to allow a student to leave the classroom with a device. Students, who are not present on dates where technology devices are utilized, will have to work with the teacher, or be assigned equivalent hard-copy materials out of a textbook to make up missed work. In addition, if a teacher is absent, substitute lesson plans should NOT allow for the use of technology devices.
- 2) **Teachers must be present and are responsible for having students sign in to check in and check out technology devices on a per-period basis.** Students CAN be assigned different technology devices per day, as the use of content will be dictated by a Follett account assigned to the specific student, but a student must have checked in the previous device before checking out another. In conjunction with this sign-out system, teachers should inspect all devices before use with your students and make note of any defacement or physical damage after each issue. If this is not done, teacher incurs the financial responsible for a damaged device. (Students must report technical device damage and technical issues immediately. In accordance with the Student Handbook, students may be held liable for damage to any school property. ATDA administration and technical staff will determine proper action in circumstances where technology device functionality has been compromised.)

- 3) Teachers will lock rooms where technology devices are present, and tablets will be stored in the charging cart at all times when they are not in use. Teachers are responsible for making sure that tablets are plugged in when not in use. In the event that a tablet cart is not needed for a duration of time, the administration will determine a place to secure the cart.
- 4) If a student needs to check out a technology device, the student must meet with an administrator and have their parent come in to sign the Parent/Student Checkout Agreement Form. Once this form is signed by a parent, the teacher will not be responsible for the technology device checked out by the student.

Teachers are responsible for upholding the tenants of the Technology Use Agreement for Parents and Students not specifically reiterated here.

I have read the above agreement and I understand the consequences of violating the above terms. I recognize my professional responsibility to use ATDA technology devices appropriately within my curriculum. I understand that I will be financially responsible for any missing and/or damaged technology device if I do not document student damage or if I violate the terms of this agreement in such a way that results in loss or damage to ATDA technology devices. The total amount of teacher financial responsibility will be the depreciated value of each technology device.

Teacher Signature _____ Date _____

FIELD TRIPS

General Provisions

The superintendent, or his/her designee, may approve field trips for students that have a strong connection to curriculum and instructional goals of the district. The Superintendent, or his/her designee may approve activity trips that are non-educational in nature providing that the trips have been defined and structured as part of the educational environment and meet requirements outlined in administrative procedural directive.

Definitions

For purposes of this procedural directive, "activity trips" means any trips sponsored by school activity clubs or trips that are non-educational in nature and are used to reward academic, athletic or behavioral accomplishments.

For purposes of this procedural directive, a "field trip" means a school-sponsored trip for students, which is a first-hand educational experience to supplement curriculum and instructional goals away from the campus.

For purposes of this procedural directive, a "day student activity trip" means a one day trip which requires no overnight stay and from which students return to campus immediately following the event.

For purposes of this procedural directive, a "long student activity trip" means a trip out of the city limits of Albuquerque which lasts for more than two days, and requires at least two nights stay in a hotel or alternative housing.

For purposes of this procedural directive, a “short student activity trip” means a trip out of the city limits of Albuquerque which lasts for one to two days and requires at least one night stay in hotel or alternative housing.

For purposes of this procedural directive, a “student activity” includes extracurricular and co-curricular activities, activity trips that are non-educational in nature and are used to reward accomplishments; such as end-of-the-year trips to pools, parks or amusement park. A “student activity” also includes athletics/sports for the purpose of competing to advance in play offs, district and state championships.

For purposes of this procedural directive, a “trip sponsor” means any certified teacher, certified instructor or licensed coach organizing and executing a field or activity trip.

Unauthorized Travel: Commercial Trips

Albuquerque Talent Development Academy shall not sponsor commercially promoted student trips within the city, in-state, out of state or out of the country. Commercially promoted student trips are defined as those sponsored by commercial travel firms for profit. Such trips fail to meet the criteria for field or activity trips and, therefore, shall neither be supported nor sponsored by Albuquerque Talent Development Academy. School employees, or students who choose to represent companies promoting student trips shall be considered agents of that company. Companies and their agents that promote student trips shall not be permitted to use school resources to promote such trips. A company or its agent(s) sponsoring student trips shall be responsible, and hence liable, for any and all accidents, injuries, and lawsuits, et al., resulting from its student trips.

Trip Sponsors

Trip sponsors shall be required to be a certified teacher, certified instructor or licensed coach currently employed by Albuquerque Talent Development Academy. No other individuals shall be authorized to be a trip sponsor for an ATDA field or activity trip. Trip sponsors shall be required to attend the trip in its entirety.

Chaperone Minimum Standards

The trip sponsors shall be the primary chaperone for student field and activity trips. All chaperones attending a trip shall be at least twenty-one (21) years in age. The school encourages trip sponsors to have parents/legal guardians as the majority of chaperones on the trip. It is important to advise parents/legal guardians that non-school aged children shall not be allowed to attend the trip, since chaperones will need to provide full attention to the students on the trip. Principals shall review and approve a list of chaperones prior to each field trip. All chaperones must have a background check on file at ATDA, this includes parents prior to the field trip. Principals and trip sponsors are responsible for the reliability of non-school staff chaperones.

The chaperone minimum standard for general education student supervision shall be:

- High School - 1 chaperone for every 15 students

These are minimum standards; higher chaperone/student ratios are encouraged to reduce the risk of student injury/accident.

The chaperone minimum standard for students with disabilities shall require higher chaperone/student ratios in order to reduce the risk of student injury/incident. Some students may

need 1 to 1 supervision, whereas supervision ratios for others may be decreased as per the individual student's mobility, mental capacity, and behavior. The principal and trip sponsor working with a particular group of students shall have authority to establish the appropriate ratio of supervision for students with disabilities.

Chaperones having unsupervised access to students including those transporting students in private vehicles shall be required to have successfully passed a recent background check.

Justification of Trip

All trip sponsors wishing to organize and execute a field or activity trip shall be required to submit justification to the superintendent, or his/her designee, explaining why the trip compliments classroom curriculum activities and instructional goals of ATDA.

Parent Permission to Attend Trip

Students shall be required to have written consent of the parent/guardian prior to the trip. Students who do not have written consent shall not be permitted to attend the trip and shall be provided with alternative assignments.

Signed permission forms shall be in the possession of the trip sponsor at all times. A list of students who have signed permission forms shall remain in the school office during the trip. The list shall indicate which students with permission forms were absent. It is the teacher's responsibility to arrange for supervision of students who did not provide signed permission forms.

Attendance

The attendance or participation of a student on a field trip or excursion authorized by the ATDA shall be considered attendance for the purpose of crediting attendance for apportionment from the average daily attendance counts in the fiscal year. Credited attendance resulting from such field trip or excursion shall be limited to the amount of attendance which would have accrued had the students not been engaged in the field trip or excursion. Credited attendance shall not exceed a total of ten (10) days per school year and the ten (ten) days cannot be consecutive except in the case of students participating in a field trip in connection with courses of instruction or school related educational activities and which are not social cultural, athletic or music activities.

Transporting Students

All trip sponsors shall explain mode of transportation for students during the approval process. If the required mode of transportation is not adhered to, the field or activity trip shall not be approved.

Preferred mode of transportation is contracted bus.

[In-State:] Preferred mode of transportation is contracted bus.

[Out-of-State:] Required mode of transportation shall be commercial carrier. Upon reaching their destination, commercial carrier shall continue to be the preferred mode of transportation.

Airport/hotel shuttles may be utilized for transportation to and from the airport. Rental cars may be allowed provided optional liability and loss/damage insurance is purchased on each vehicle, each vehicle is driven by a chaperone and has a sufficient number of seat belts for all passengers. Each chaperone that will be driving a rented vehicle shall obey all local traffic laws and have a valid driver's license. No vans that seat more than nine passengers shall be allowed. A signed release from each parent/guardian authorizing their student to ride in a rented vehicle

and driven by a licensed chaperone shall be required. All of these guidelines shall be verified by the principal/sponsor prior to departure of the out state field trip.

In the event that a contracted bus is not available or a viable option for travel, everyone, including employees and chaperones transporting students in a privately owned vehicle shall:

- Have a valid driver's license;
- Insure their vehicle is in safe operating condition;
- Carry liability insurance for bodily injury and property damage as required by state law;
- Obey all traffic laws;
- Have available and use seat belts or child restraint devices for all students transported as required by State law;
- Sign a certification of compliance for the above to be kept on file by the principal or other administrator in charge of the activity. INS for 72E should be used for this purpose;
- Successfully pass a recent background check.

When transporting small groups of students in-state, but out of district boundaries, small groups limited to twenty persons, including students and chaperones, may be allowed to take no more than four private vehicles.

The use of passenger vans (9 passengers or greater) to transport students shall be prohibited.

Field and Activity Trip Expenses

In the event that participation in a field or activity trip or excursion is mandatory for a class requirement and a student may be excluded from participating due to lack of sufficient funds, the trip sponsor shall utilize fund raising sources and/or assign that student with an alternative assignment that will take the place of the field or activity trip. Alternative assignments shall consist of useful work related to valid instructional goals. They shall not be punitive or burdensome in length of time or type of work required. Columbia, or any other foreign country authorized by ATDA shall not be paid with ATDA funds. Expenses of instructors, chaperones, and other personnel participating in a field or activity trip or excursion may be paid from ATDA funds with appropriate approval, as well as incidental expenses for the use of ATDA transportation.

An explanation of field or activity trip expenses shall be required during the approval process.

Albuquerque Talent Development Academy shall not be liable for field and activity trip expenses that were not authorized as part of the trip authorization.

Activity Trip Insurance

Activity Trip Insurance shall be purchased through [Meyers-Stevens & Tooley & Co., Inc.] prior to submitting the trip for approval.

Approval Process Deadlines

[Within the City:]

Written request on Request for Field Trip or Activity Trip form, five (5) days in advance for principal approval.

[In-State:]

Written request on Form Request for Field Trip or Activity Trip form, ten (10) days in advance for (principal and appropriate superintendent/designee) approval. Information copies will be forwarded to Governing Council Members.

[Out-of-State:]

Written request on Request for Field Trip or Activity Trip form, fifteen (15) days in advance for principal and appropriate superintendent/designee approval. Information copies will be forwarded to the Governing Council Members. Out-of-Country:

Written request on Request for Field Trip or Activity Trip form, twenty (20) days in advance for principal and appropriate superintendent/designee approval. Information copies will be forwarded to the Governing Council Members.

Educational Travel

Credit for educational travel is limited to pre-approved participation in planned education travel programs with a formal study component. Approval of credit for such programs will be contingent upon demonstration of the following program components:

Sponsorship by an ATDA teacher who is qualified to provide instruction related to the trip itinerary.

1. Stated objectives of academic value to the students.
2. Sufficient instructional time, either prior to departure, during the trip, or both, to qualify for credit (see below).
3. A final examination related to course objectives.
4. One or more assigned projects or other written assignments demonstrating achievement of course objectives. Albuquerque Talent Development Academy does not sponsor, manage, supervise or administer educational travel for credit tours. Albuquerque Talent Development Academy assumes no responsibility or liability for students or employees participating in this type of travel.

The selection of the tour rests solely with the parents.

ATDA teachers will be fully informed as to the purposes, criteria, and evaluation procedures involved in granting credit for travel.

Albuquerque Talent Development Academy for educational travel credit, will not recognize trips of an individual, family type, and/or of a personal nature.

Under no circumstances will Albuquerque Talent Development Academy lend its name to advertising nor may it be cited or represented as endorsing a particular agency, tour, or leader.

Requirement for Credit

An equivalency of hours will provide the basis for the application and assignment of elective credit with no grade designation. Hours that are spent in class or formal study prior to and/or in conjunction with a tour may be counted along with the hours spent in actual on-site visitation. A maximum of five (5) hours per day will be allowed for computation.

90 hours = one-half (.50) elective credit

180 hours = one (1.00) elective credit

Granting of Credit

A student wishing credit must make an application to ATDA. The application must be approved in advance. Forms are available in the front office.

Requirements for Tour Leader

1. Tour Leader must be over 21 years of age.
2. Tour Leader must be a certified teacher, comparable professional or responsible adult. If the tour leader is not an ATDA teacher, an ATDA teacher must sponsor the student and administer the final exam.
3. Tour Leader must be able to devote full-time to the group.
4. Tour Leader must not be pursuing formal study on his/her own.
5. Tour Leader must have three (3) qualified references as to his/her skill in handling teenagers, and his/her understanding, maturity, and dependability.
6. Tour Leader must not be responsible for more than ten (10) students.
7. Tour Leader must select students through careful screening and without discrimination on any basis.

Procedures for Tour Leader

1. Within three weeks prior to the tour, tour leaders must submit to the superintendent or principal the completed tour leader information form, agenda for the tour, and items listed in "Requirements for Tour Leader" above.
2. The superintendent or principal will review and approve or disapprove the granting of credit for the tour and notify the tour leader and school of the decision.
3. Any and all tours must be approved on a yearly basis.
4. Upon return, the tour leader must verify that the student did complete the tour. The tour leader must see that the verifications are submitted to ATDA's superintendent/principal in order to direct the registrar to record the credit on the student transcripts within two weeks after the tour.

Procedures for Students

1. The student will pick up Form INS-01 and INS-01a from the school.
2. The student/parent will complete the form (and the Notice of Indemnification for Participation in a Non-School Sponsored Educational Travel Program.) The form will be given to tour leader who will supply the information for the appropriate section.
3. The student will present the form to ATDA's superintendent/principal for endorsement.
4. The student will submit the forms to the superintendent/principal by May 1.
5. The superintendent/principal will notify the student of the tentative approval and make arrangements for the verification upon return.
6. Upon completion of all requirements, ATDA's registrar will record the credit on the transcript.

EMPLOYEE BENEFITS

ATDA is committed to sponsoring a comprehensive benefits program for all eligible employees. Literature is available from our insurance companies for details on your health/dental coverage. Please see the Business Manager for information on your benefits and coverage.

**ATDA RESERVES THE RIGHT TO MODIFY OR TERMINATE
NON-MANDATORY EMPLOYER BENEFITS AT ANY TIME**

The Albuquerque Talent Development Academy offers the following plans for full-time employees (minimum 30 hours per week for no less than 26 weeks per year). They require that eligible employees contribute to premium costs based on their individual salaries. Partial contribution is paid by the school based on the employee's salary. The employee portion is automatically deducted each pay period.

- Medical
- Dental
- Vision

The school shall provide the following benefits at no cost to employees:

- Workers' Compensation
- Life (Employees may enhance this benefit through additional premium payments)

Employees on approved extended leave can continue their medical, vision, and dental insurance for up to one (1) year. While on approved leave the employee's share is 100% with no contribution from the school.

Insurance

ATDA offers group medical insurance through the New Mexico Public School Insurance Authority (NMPSIA). Eligible employees are all full-time employees.

Eligible employees shall submit an application for insurance coverage and authorize premium deductions within thirty-one (31) days of employment. Failure to do so shall result in loss of eligibility for medical insurance coverage.

Coverage normally begins day one of the month following the period of eligibility. An employee wishing to begin coverage on the first day of the following month shall make a full month's premium payment during the calendar month to have coverage effective the first day of the following calendar month.

Example: An employee starting work on August 5 can have insurance coverage as early as September 1 if a full month's premium payment is made in August. Selecting to delay the start of insurance coverage means they shall have an effective date of October 1 without having to make an advanced payment.

Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) shall provide employees and their qualified beneficiaries the opportunity to continue health insurance coverage under ATDA's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are:

- resignation,
- termination of employment, or death of an employee;
- a reduction in an employee's hours or a leave of absence;
- an employee's divorce or legal separation; and
- a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at ATDA's rates plus an administration fee. ATDA shall provide each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under NMPSIA's health insurance plan. The notice contains information about the employee's rights and obligations. ATDA shall abide by all federal regulations regarding COBRA.

Disability Insurance

ATDA offers long-term disability insurance. A newly hired employee has 31 days after date of hire in which to enroll. Compensation begins after ninety (90) consecutive calendar days of disability. Insurance benefits shall provide up to 66% of the employee's monthly salary and may be coordinated with Social Security, retirement, Workers' Compensation Benefits, or sick leave if the employee is eligible for any of these additional benefits. The Business Manager shall be assigned to respond accurately to questions employees may have.

Workers' Compensation (Legal Reference: 6.50.3.9 NMAC)

ATDA shall comply with state and federal Workers' Compensation insurance for employees. While on assignment, any job-related or job-incurred injury, regardless of seriousness, shall be promptly reported to the Principal or designee, or in the case of the Principal, to the Governing Council President. The report must include the time of the accident, persons involved, and how the accident occurred. A telephone call is adequate to begin the reporting process but the employee must submit within 24 hours, the "Notice of Accident Form" available from the Principal or designee. The report shall note the time, date, and circumstances concerning the injury. In addition, the forms required for Workers' Compensation when an employee sees a doctor are:

- Authorization to Release Medical Information
- Employer's First Report of Injury or Illness

All completed Workers' Compensation forms must be submitted to the Business Manager or designee. If the injury requires medical attention, employees shall go to a hospital emergency for treatment. It shall be the employee's responsibility to inform the doctor that the injury is work related and that the physician shall be paid by Workers' Compensation insurance. The worker's compensation carrier shall approve subsequent medical services during the first sixty (60) days of treatment.

Employees shall have the option to combine sick leave with Workers' Compensation benefits as follows:

- An employee injured in an on-the-job accident may utilize sick leave from the date of the accident until the eligibility date to receive Workers' Compensation benefits has been established.
- Eligibility for Workers' Compensation payments begins the eighth day following the injury/illness. The first seven (7) days are not covered by Workers' Compensation until the employee has been off work continuously for 28 days. Workers' Compensation payments are two-thirds of the employee's average regular weekly salary up to the statutory maximum. An employee eligible for Workers' Compensation payments can expect to receive the first check approximately three weeks from the date of the injury, assuming the report was filed in a timely manner.
- An employee may elect to use sick leave to supplement Workers' Compensation benefits. This supplement shall be limited to the amount necessary for Workers' Compensation and sick leave supplementation to equal the employee's regular gross salary.
- If the employee is a member of ATDA's approved insurance program at the time the employee is declared eligible for Workers' Compensation benefits, the school shall pay its share of the insurance premium for the term the employee receives sick leave and/or Workers' Compensation Benefits.

The Business Manager or designee shall be charged with fielding related questions from employees. To the extent that any of the above provisions conflict with any provision of State law or regulation, State law/regulation shall control.

Retirement Plan

Albuquerque Talent Development Academy shall participate in the State of New Mexico Educational Retirement Act ("ERA") administered by the Educational Retirement Board ("ERB"). Eligible employees participate in the Retirement Plan subject to all terms and conditions of the plan. Complete details of the ERA can be obtained through the Administration Office or from the New Mexico Educational Retirement Board. Eligible employees who meet the criteria established by the New Mexico Educators Retirement Board and wish to retire and should contact the Business Manager in advance of the anticipated retirement date to initiate retirement proceedings. Employees anticipating retirement should contact the New Mexico Educators Retirement Board to ensure that the employee follows the most appropriate and current rules and procedures.

SAFE SCHOOLS PLAN

Accident prevention and maintaining safety in the school is the responsibility of every ATDA employee. ATDA shall maintain a Safe Schools Plan and Safety Manual as required by the NMPED. The Office Manager has responsibility for implementing, administering, monitoring, and evaluating safety training for all personnel.

In addition, ATDA shall provide employees with current information about workplace safety and health issues through regular internal communication channels such as supervisor-employee

meetings, bulletin board postings, memos, or other written communications. Employees and supervisors shall receive periodic workplace safety training. The training shall cover potential safety and health hazards and safe work practices and procedures aimed at eliminating or minimizing hazards.

Each employee shall be expected to obey safety rules and to exercise caution in all work activities. Employees shall immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees shall immediately notify the Office Manager. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures. For complete details, refer to the Albuquerque Talent Development Academy's Safe Schools Plan and Safety Manual. Copies shall be available in the Principal's office or from the Office Manager.

Compliance with these safety rules is considered a condition of employment. We strongly encourage employee participation and your input on health and safety matters.

Safety Common Sense

Lifting: Ask for assistance when lifting heavy objects or moving heavy furniture. Bend your knees, get a firm grip on the object, hold it close to your body and space your feet for good balance. Lift using your stronger leg muscles, not your weaker back muscles.

Materials Handling: Do not throw objects. Always carry or pass them. Use flammable items, such as cleaning fluids, with caution. Also, stack materials only to safe heights.

Trash Disposal: Keep sharp objects and dangerous substances out of the trash can. Items that require special handling should be disposed of in approved containers.

Cleaning Up: To prevent slips and tripping, clean up spills and pick up debris immediately.

Preventing Falls: Keep aisles, work places and stairways clean, clear and well lighted. Walk, don't run. Watch your step.

Handling Tools: Exercise caution when handling objects and tools. Do not use broken, defective or greasy tools. Use tools for their intended purpose only. Wear safety glasses or goggles whenever using a power tool.

Falling Objects: Store objects and tools where they won't fall. Do not store heavy objects or glass on high shelves.

Work Areas: Keep cabinet doors and file and desk drawers closed when not in use. Remove or pad torn, sharp corners and edges. Keep drawers closed. Open only one drawer at a time.

Using Ladders: Place ladders securely. Do not stand on boxes, chairs or other devices not intended to be used as ladders.

Machines: Do not clean machinery while it is running. Lock all disconnect switches while making repairs or cleaning.

Electrical Hazards: Do not stand on a wet floor while using any electrical apparatus. Keep extension cords in good repair. Don't make unauthorized connections or repairs. Do not overload outlets.

Fire Prevention: Know the location of the fire extinguisher(s) in your area and make sure they are kept clear at all times. Notify your supervisor if an extinguisher is used or if the seal is broken. Make sure all flammable liquids, such as alcohol, are stored in approved and appropriately labeled safety cans and are not exposed to any ignition source. Evacuation exits should be posted. Be familiar with fire drill procedures and plans for evacuating students.

Weapons: ATDA prohibits all persons who enter school property from carrying a handgun, firearm, knives of any length, or other weapons regardless of whether the person is licensed to carry the weapon or not. The only exception to this policy will be police officers, security guards or other persons who have been given written consent by ATDA to carry a weapon on the property. Any employee violating this policy will be subject to disciplinary action.

ALL STAFF MUST REVIEW AND BE FAMILIAR WITH SAFETY POLICIES AND PROCEDURES

LISTED IN THE SAFE SCHOOL PLAN

**CHAIN OF COMMAND POLICY/
HOW TO EFFECTIVELY COMMUNICATE WITH SCHOOL OFFICIALS**

Office of the Principal

Many staff, parent, and community questions are easily and completely answered by communicating directly with the educator in charge of the class or program. Each situation should first be addressed at whatever level the initial action was taken with appeals moving on to the next level on the chain of command. The easiest way to communicate is via e-mail, and a phone call is the next preferable way. Contact information such as e-mail addresses and phone numbers can be found on the district website.

- 1. On Matters Involving Instruction/Curriculum**
 - a. Classroom Teacher
 - b. Counselor
 - c. Principal/Assistant Principal, Special Education Coordinator
- 2. On Matters Involving Athletics**
 - a. Coach
 - b. Athletic Director
 - c. Principal/Assistant Principal/Special Education Coordinator
- 3. On Matters Involving Student Discipline**
 - a. Classroom Teacher
 - b. Assistant Principal
 - c. Principal/Special Education Coordinator
 - d. Governing Council President
- 4. On Matters Involving Facilities/Grounds/Buildings**
 - a. Principal/ Assistant Principal
 - b. Landlord

- c. Governing Council President

5. On Matters Involving Transportation

- a. Bus Driver
- b. Principal/ Assistant Principal/Special Education Coordinator
- c. APS Transportation Department

VIOLENCE IN THE WORKPLACE POLICY

ATDA policy prohibits workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect ATDA or which occur on ATDA property will not be tolerated. Every employee is required to report incidents of threats or acts of physical violence of which he/she is aware to the Principal, whether those threats be from students, employees or third parties.

Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at ATDA, or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

- Hitting or shoving an individual
- Threatening an individual or his/her family, friends, associates, or property with harm
- Intentional destruction of or threatening to destroy ATDA's property.
- Making harassing or threatening phone calls.
- Harassing surveillance or stalking (following or watching someone).
- Unauthorized possession or inappropriate use of firearms or weapons.

All suspicious individuals or activities shall be reported as soon as possible to the Principal or teacher on duty. *Employees shall not place themselves or students in peril.* Anyone seeing or hearing a commotion or disturbance near a workstation shall err on the side of caution in determining whether or not to intervene. Appropriate authorities shall be called in the event that the situation exceeds the training and experience of the observer or administrator.

SECURITY

Maintaining the security of ATDA's buildings and vehicles is every employee's responsibility. Develop habits that insure security as a matter of course. For example: when you leave school premises, make sure that all entrances are properly locked and secured. All employees are required to follow the security and premises use policies of APS.

SECTION 504 / ADA: PHYSICAL ACCESS FOR STUDENTS, PARENTS AND EMPLOYEES WITH DISABILITIES¹

1. The site administrator will identify a need for physical access to a specific building, office, restroom, program or other area of the site by a specific student, parent, employee or community member with a disability. This must include:
 1. verification that the person has a disability preventing access in the current situation, and
 2. Verification that the person has a legitimate need for access to that area on a continuing basis.
2. The site administrator will make every reasonable effort to accommodate the person with a disability by means already available within the site.
3. If on-site accommodations appear inadequate (following efforts described in “2” above), the administrator will submit a Physical Access Request form to the attention of the Physical Access Specialist, located at the Facilities Planning and Construction Department.
4. Following receipt of a Physical Access Request form, the request will be reviewed by the Physical Access Specialist. The Physical Access Specialist and/or Physical Access Committee member will visit the site and explore the needs and options for a solution.
5. The Physical Access Committee will meet to suggest a solution, based on information gathered by the Physical Access Specialist.
 1. Suggested solutions such as assistive technology devices; acquisition or modification of equipment or devices, training, or job modifications will be handled through the appropriate channels.
 2. If there is a need for physical modification, the Physical Access Specialist will submit the request to Maintenance and Operations or Special Projects for an estimate.
 1. Maintenance and Operations or Special Projects will complete a cost estimate and provide the Physical Access Specialist with that information.
 2. The Physical Access Specialist will complete the appropriate work order forms.
 3. Approval for remodeling will be obtained from the Physical Access Specialist or designee if the estimate does not exceed \$2,500. If the proposed project cost exceeds \$2,500, approval must be obtained from the Physical Access District Committee.

¹ “Section 504/ADA: Physical Access for Students, Parents, and Employees with Disabilities.” January 2005. *Albuquerque Public Schools*.

4. Maintenance and Operations or Special Projects will be directed to proceed with the remodeling.
6. Records of requests and status of those requests will be maintained by the Facilities Planning and Construction Office or the Physical Access Specialist.

Cross Reference:

Board Policy A.03; Board Policy G.01

Revised: May 1995, April 1996, May 1996, May 1997, January 2005

PARKING AREAS

If a parking area is assigned to you, you must use that area. Remember to lock your car every day and park within the specified areas. Courtesy and common sense in parking will help eliminate accidents, personal injuries, and damage to your vehicle and to the vehicles of other employees. If you should damage another car while parking or leaving, immediately report the incident, along with the license numbers of both vehicles and any other pertinent information you may have, to your supervisor. The School is not responsible for any loss, theft or damage to your private vehicle or any personal property.

VISITORS AND THE WORKPLACE

To provide for the safety and security of employees, students, and the facilities at Albuquerque Talent Development Academy, visitors shall be notified of the requirement to abide by ATDA policies. A sign announcing that all visitors must report to the Administration Office shall be posted on or near the door of the Administration Office.

All visitors shall sign the Visitor's Log. Authorized visitors shall be escorted to their destination. No visitor who has not been background checked and cleared as a regular volunteer pursuant to NMPSIA regulations shall be allowed to be on campus unsupervised. Employees shall be responsible for the conduct and safety of visitors in their classrooms or on the campus.

If an unauthorized individual is observed on ATDA's premises, employees shall direct the individual to the Administration Office or immediately notify the Principal or designee. Trespassers shall be reported to law enforcement.

REPORTING CHILD ABUSE

New Mexico law requires anyone with knowledge of suspected child abuse or neglect to report it to the appropriate authorities. This mandatory reporting applies to all employees. Training on child abuse reporting will be provided. If you have knowledge of or suspect that a student is a victim of child abuse or neglect, you must report this knowledge or suspicion to the Principal immediately. If there is a question whether a student is an "abused child" or "neglected child" as defined by the law, always err on the side of the student's safety and report the incident/situation. Any person who makes a report of child abuse or neglect is presumed to be acting in good faith under New Mexico law and shall be immune from civil or criminal liability absent an affirmative

showing of bad faith or malicious purpose. Failure to report suspected child abuse or neglect is a misdemeanor, punishable by imprisonment of up to one year and/or a fine of up to \$1,000.

DRUG AND ALCOHOL ABUSE

Drug-Free Workplace Policy

Employees who work while under the influence of alcohol or drugs present a safety hazard to themselves, their co-workers and students. In addition, employees who work under the influence of alcohol or drugs threaten ATDA's reputation and integrity. ATDA policy is to create a drug-free workplace in accordance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace or while engaged in business off premises, such as at a parent's home or school function, are strictly prohibited.

Employees shall report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. No employee will unlawfully possess, use, distribute, dispense, manufacture or be under the influence of alcohol or drugs while on school premises; on or in any ATDA work/school site; during the use of any ATDA equipment; while engaged in or going to or from ATDA or ATDA activities; and while conducting work-related activities off school premises. The legal use of prescribed drugs shall be permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a manner that does not endanger other individuals in the workplace. An employee who is using prescription drugs or over-the-counter medications that could affect work performance shall inform the Principal designee, or in the case of the Principal, the Governing Council President or designee. A doctor's statement may be required at the Principal's or Governing Council's discretion.

Definition of Drug. For purposes of this policy, the term "drug" will include any "illicit drug," "controlled substance," "intoxicating substance," "inhalant," "counterfeit substance," "look-alike substance," "marihuana," "cannabis," "opiate," "hallucinogen," "narcotic," or other unlawful drug for purposes of federal or state law including, but not necessarily limited to the Drug-Free Workplace Act, the Drug-Free Schools and Communities Act Amendments, the U.S. Controlled Substances Act and the New Mexico Controlled Substances Act. NMSA 1978 §§30-31-1 et seq.

Conditions of Employment. As a condition of employment, each employee will abide by the terms of this drug-free workplace policy. Every employee is required to notify the Principal of any criminal drug conviction or plea of no contest for a violation occurring in the workplace no later than five (5) days after such conviction.

Sanctions. Where an employee violates the terms of this policy or is convicted of violating a criminal drug statute for an offense occurring in the workplace, the employee will be subject to sanctions, consistent with law and policy, which may include either appropriate personnel action against the employee, up to and including termination; or, a requirement that such employee satisfactorily participate in a drug-abuse assistance or rehabilitation program approved for such purpose by a federal, state or local health agency, law enforcement or another appropriate agency. The employee will be responsible for all uninsured costs associated with any such program.

The School reserves the right to search and inspect for maintenance of a safe drug-free workplace. Drug or alcohol testing may be required, pursuant to APS policies and procedures relating to drug testing.

Refusal to submit to drug testing shall result in disciplinary action, up to and including termination of employment. An employee showing positive results for either alcohol or illegal drugs shall be placed on immediate suspension or administrative leave. The Principal, or in a case involving the Principal, the Governing Council President/designee, shall meet with the employee to discuss positive test results and the enforcement procedures that shall result. In no case shall a suspension exceed three calendar days without further administrative action. The school shall maintain confidentiality of any proceedings involving suspected use of illicit substances.

Employees with questions or concerns about substance dependency or abuse shall discuss these matters with the Administrator to receive assistance or referrals to appropriate resources in the community.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace shall raise their concerns with their supervisors without fear of reprisal.

Neither ATDA nor the insurance carrier shall be liable for payment of workers' compensation in the event that the injury to the employee was occasioned by the intoxication and/or impairment of the employee or willfully suffered by the employee or intentionally inflicted by the employee.

TOBACCO / E-CIGS / ALCOHOL

Smoking, tobacco, tobacco products, e-cigs and vapor cigarettes, and alcohol are prohibited on campus and at school-related or school-sponsored events.

FIRE DRILLS

ATDA shall have fire drills weekly the first month of the school year and once a month thereafter. Accurate records shall be maintained. Full cooperation by employees is required.

LEAVE

General Provisions

In the event that any of the leave provisions contained herein are contrary to federal or state law, rule, or regulation, the provisions of such law, rule, or regulation shall be followed to the degree that ATDA policy is not in compliance. The remainder of the school's policies shall remain in force.

Unless stipulated otherwise in writing, the following provisions shall apply:

- All employees shall complete the appropriate leave form for any absence from their work assignments.
- With the exception of leave due to unplanned situations (i.e. sick leave), all leave must be requested by the employee and approved by the Principal or designee, or in the case of the Principal requesting leave, the Governing Council. The appropriate leave form can be obtained in the school business office.
- Misuse of any of the leave provisions herein may be grounds for disciplinary action, up to and including, termination.

Employee Leave

Each full-time school employee shall receive 10 days (or 80 hours) of paid leave. Part-time employees shall receive the amount of paid leave prorated based on his or her FTE. Each

employee shall report absences to the Principal by 6:00 am of the day of an unplanned absence and no less than 10 days prior to taking a planned leave. Absences taken without sufficient leave balance shall result in a deduction in pay at the end of each semester (December 31st payroll and July 31st payroll). Leave shall accrue at a rate of 6.4 hours per pay period. Unused leave will not be paid out upon termination and will not carry forward to the following year.

An employee shall report an illness or injury necessitating absence from work to the Principal or designee by 6:00 a.m. of the first day of absence. Any additional days of absence shall be requested from the Principal or designee. Failure to give proper notice shall be cause for docked pay. Teachers must request a substitute through the Principal or designee.

If employees have persistent absences, they shall be counseled by the Principal or designee and maybe requested to provide documentation of the illness. Prior to returning to work from a sick leave absence of three (3) days or more, an employee may be required to provide a physician's verification that he/she may safely return to work.

Pregnancy Related Leave

Albuquerque Talent Development Academy shall not discriminate against any employee who requests an excused absence for medical conditions associated with pregnancy. Conditions caused or contributed to by pregnancy, childbirth, or related medical conditions, for all job-related purposes, shall be treated the same as disabilities caused or contributed to by other medical conditions, under any health or disability insurance or sick leave plan available in connection with employment.

Unpaid Personal Leave

May be available to employees needing to take short periods of leave from work duties to fulfill personal obligations. Such leave is subject to prior Principal approval, and shall not be approved if the leave requested conflicts with Schools priorities and needs.

Bereavement Leave

Employees needing to take paid time off due to the death of an immediate family member shall notify the Principal or designee immediately. Employees may receive a maximum of two (2) days in state and four (4) days out of state (with proof of travel out of state) to attend the funeral and make any necessary arrangements associated with the death.

ATDA defines "immediate family" as the employee's spouse, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren. Special consideration shall also be given to any other person whose association with the employee was similar to any of the above relationships.

Jury/Court Duty

If you are a regular employee, full-time or part-time, and are required by an order of court to serve as a juror, ATDA will pay you the difference between your jury duty pay and your regular straight-time pay for any scheduled work time that you miss during the first two weeks of your jury duty. To be reimbursed, you must present a court voucher and proof of actual jury duty service.

To receive jury duty pay, employees must provide ATDA's Business Manager with a copy of the court order as soon as it has been received. An employee required to be available for jury duty, but not required to be in court, must report to work. Utilization of the court calling system, if available, is required in order to receive jury duty pay.

If you are served with a Subpoena for witness duty and the matter in which you are to testify is directly related to ATDA, e.g. ATDA student or employee matter, ATDA will pay you the

difference between your witness fees, plus any mileage reimbursement, and your regular straight-time pay for any scheduled work time that you miss. To be reimbursed, you must present the subpoena and a copy of the witness fee payment voucher. You will not be paid for your court time in actions you bring against the School.

Administrative Leave

The Principal, for reasons perceived to be of an urgent or serious nature affecting the employee's ability to deliver professional services, may place an employee on administrative paid leave pending investigation. The Principal determines when administrative leave is necessary.

Leave Without Pay

In extenuating circumstances, a leave of absence without pay may be requested and granted, or may be imposed upon an employee in appropriate circumstances. Such instances may include an extended illness or injury, when available paid leave has been exhausted, or for justifiable disciplinary reasons. Leaves without pay requested by an employee will not be granted if the leave requested conflicts with the School's priorities and needs, or adversely affects the School's program.

Professional Development Leave

This type of leave allows employees to participate in career development activities (meetings, trainings) related to their current position. Request for professional development leave shall be made in writing, on the proper form, at least two weeks in advance of the date of the activity. The request shall be directed to the Principal, or in the case of the Principal, the Governing Council, for final action. Such leave may be granted at the discretion of the Principal/Governing Council. Generally speaking, professional development leave that takes instructional personnel away from their classroom duties for more than two (2) days will not be granted.

Pre-approved expenses such as registration fees, mileage, and per diem for professional development shall be paid or reimbursed upon availability of funds. Membership fees shall not be reimbursable. Expenses not approved by the Principal, (or for the Principal, the Governing Council) shall not be reimbursable.

Religious Leave

Leave may be granted, upon request, for observance of recognized religious events. Personal leave may be used or leave without pay will be granted. This leave may be granted for up to two (2) days per year.

Military Leave of Absence

If you are a full-time employee and are inducted into the U.S. Armed Forces, you will be eligible for reemployment after completing military service, provided:

- b. You show your orders to the Principal as soon as you receive them.
- c. You satisfactorily complete active duty service of five years or less.
- d. You enter the military service directly from your employment with SCHOOL.
- e. You apply for and are available for re-employment within ninety (90) days after discharge from active duty. If you are returning from up to six (6) months of active duty for training, you must apply within thirty (30) days after discharge.

Military Reserves or National Guard Leave of Absence

Employees who serve in the U. S. military organizations or state militia groups may take the necessary time off during the school year, with pay up to 15 days, to fulfill this obligation, and will retain all of their legal rights for continued employment under existing laws. These employees may apply accrued personal leave and unused earned vacation time to the leave if they wish, however, they are not obliged to do so. **You are expected to notify your supervisor as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.**

Voting Leave

Voting leave will be granted to employees who are eligible voters and whose scheduled work day begins less than two hours after the polls open (before 9:00 a.m.) and ends less than three hours before the polls close (after 4:00 p.m.) If you qualify you will be granted for a maximum of two (2) hours with pay in order to vote in an election recognized under the law. Written requests for this leave must be submitted prior to the day of the election. The Principal will schedule voting leave to ensure department work is covered.

Domestic Violence Leave

1. *The Law.* Promoting Financial Independence for Victims of Domestic Abuse Act, NMSA 1978, §§ 50-4A-1 to 50-4A-8 went into effect July 1, 2009. Under the Act employers are required to give eligible employees "domestic abuse leave," which is defined as "intermittent paid or unpaid leave time for up to fourteen days in any calendar year... to obtain or attempt to obtain an order of protection or other judicial relief from domestic abuse or to meet with law enforcement officials, to consult with attorneys or district attorneys' victim advocates or to attend court proceedings related to the domestic abuse of an employee or an employee's family member." It is prohibited under the Act to retaliate against an employee who uses domestic abuse leave.

2. *Notice.* When domestic abuse leave is taken in an emergency, the employee or the employee's designee shall give notice to the employer within twenty-four hours of commencing the domestic abuse leave. All information provided to employer under this provision shall remain confidential and employer may not disclose employee's information unless employee consents in writing, or pursuant to a court or administrative agency order or as otherwise required by state or federal law.

The School will require verification of the need for domestic abuse leave, and, if so, an employee shall provide one of the following forms of verification through furnishing in a timely fashion:

- (i) a police report indicating that the employee or a family member was a victim of domestic abuse;
- (ii) a copy of an order of protection or other court evidence produced in connection with an incident of domestic abuse, but the document does not constitute a waiver of confidentiality or privilege between the employee and the employee's advocate or attorney; or
- (iii) the written statement of an attorney representing the employee, a district attorney's victim advocate, a law enforcement official or a prosecuting attorney that the employee or employee's family member appeared or is scheduled to appear in court in connection with an incident of domestic abuse.

3. *Benefits and Leave Accrual:* Employee shall be required to use any unused sick leave, personal leave or annual leave during periods of domestic abuse leave, and thereafter any remaining leave shall be designated unpaid leave. Employee's health coverage and other benefits shall continue during domestic leave. The School shall not include time taken for domestic abuse leave in calculating eligibility for benefits.

SICK LEAVE DONATION PROGRAM POLICY

A. Eligibility and Limitations

1. Catastrophic injury or illness is defined as a life threatening condition or combination of conditions affecting the mental or physical health of the employee or immediate family member or household. The catastrophic illness or injury must require the services of a physician. Under extenuating circumstances, this requirement can be waived by the Principal, or if she/he is unavailable, the Board Chair.

2. Immediate family or household is defined as, husband, wife, mother, father, brother, sister, children, stepchildren, or any relative or person living in the employee's household for whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed.

3. This Sick Leave Donation Program is available to those employees who have completely exhausted all accumulated leave time and who are not otherwise receiving any related compensable benefits such as disability, workers' compensation, or unemployment.

4. Eligibility for participation in program is available to any employee.

B. Donations

1. Any employee who wishes to donate leave time must sign a statement indicating the number of days to be transferred. Employees will be given an opportunity to donate leave at any time. Donation forms shall be approved by the Principal.

2. The donating employee must retain a minimum of five (5) accumulated leave days in their personal account at the time of the donation process.

3. Donation days will be prorated based on the gross salary of the donating employee.

C. Withdrawals

1. An employee or his/her designee must request sick leave by completing an application and submitting it to the Principal. An employee may apply for leave but cannot receive more than the equivalent of 54 donated sick leave days in a twelve month period. The total number of sick leave days available in any one year for all employees is 60.

2. All requests must be accompanied by a physician's statement which includes the beginning date of the condition, and a description of the illness or injury. All requests must indicate the number of sick leave days requested and information related to this request. This requirement can be waived by the Principal, or if she/he is unavailable, the Board Chair.

3. The Principal, or if she/he is unavailable, the Board Chair, will render a decision to the employee within five (5) working days after receipt of the request.

D. Appeal Process

Appeals can be made pursuant to the school's Complain Policy.

CONDUCT-RELATED DISCIPLINE

In addition to the foregoing described standards of conduct, the following is a list of unacceptable activities that can result in disciplinary action, up to and including termination/discharge. This list should NOT be considered comprehensive and nothing in this list alters the at-will nature of employment for applicable employees.

1. Violation of any ATDA policy.
2. Violation of security or safety rules or failure to observe safety rules or SCHOOL safety practices.
3. Negligence or any careless action which endangers the life or safety of another person.
4. Being intoxicated or under the influence of a controlled substance, including alcohol, while at work or work-related activities; use, possession or sale of a controlled substance in any quantity while on ATDA premises or during ATDA activities, except medications prescribed by a physician to the employee in possession and which do not impair work performance.
5. Unauthorized possession of dangerous or illegal firearms, weapons or explosives on ATDA property or at any school sponsored event.
6. Engaging in criminal conduct or acts of violence or making threats of violence toward anyone on ATDA premises or when representing ATDA; fighting or provoking a fight on ATDA property.
7. Insubordination or refusing to obey reasonable instructions or directives issued by your supervisor while at work; unreasonably refusing to help out on a special assignment.
8. Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose.
9. Intentional or negligent destruction of or damage to school property, or the property of fellow employees, customers, suppliers, or visitors in any manner.
10. Theft or unauthorized possession of school property or the property of fellow employees; unauthorized possession or removal of any school property, including documents, from the premises without prior permission from administration; unauthorized use of school equipment or property for personal reasons; using school equipment for personal profit or business.
11. Dishonesty; falsification or misrepresentation on your application for employment or other work records; untruthfulness about sick or personal leave; falsifying reason for a leave of absence or other data requested by ATDA; unauthorized alteration of ATDA or student records or other documents.
12. Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee's ability to perform his/her job; restricting work output or encouraging others to do the same.
13. Immoral conduct or indecency on SCHOOL property.
14. Conducting a lottery or gambling on SCHOOL premises or when using ATDA property and/or equipment.
15. Unsatisfactory or careless work, failure to meet work productivity or work quality standards.
16. Any act of harassment as described above.

17. Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your supervisor; stopping work before time specified for such purposes.
18. Sleeping or loitering during working hours.
19. Excessive use of ATDA telephones or ATDA work time for personal calls.
20. Smoking on ATDA property or in ATDA vehicles.
21. Creating or contributing to unsanitary conditions.
22. Failure to report an absence or late arrival; excessive absence or lateness.
23. Obscene or abusive language toward any supervisor, employee, parent, or student; indifference or rudeness; any disorderly/antagonistic conduct on ATDA premises or during ATDA activities.
24. Speeding or careless driving of vehicles on ATDA property or during ATDA activities.
25. Failure to immediately report damage to, or an accident involving, ATDA equipment or property.
26. Unauthorized soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on ATDA premises or during ATDA activities.
27. Failure to use required timesheets, alteration of your own timesheet or records or attendance documents, punching or altering another employee's timesheet or records, or causing someone to alter your timesheet or records.
28. Engaging on off-campus conduct which negatively impacts or threatens to negatively impact the school's learning and workplace environment and/or disrupt the learning process.
29. Any other act or omission which impairs or restricts the ability of ATDA to provide a safe and healthy environment for employees and students.

DISCIPLINE PROCESS

A number of tools are utilized to motivate, correct, and/or discipline employees, including but not limited to verbal and written warnings, suspensions, and discharge or termination as determined to be appropriate in each individual circumstance. If your work performance is unsatisfactory or if your conduct on the job becomes a problem, your supervisor may counsel you and work with you to help resolve the issues. You may initiate this counseling as well.

Your supervisor may but is not required to use a progressive, corrective process. This disciplinary process may involve, but is not limited to, oral or written warnings, probation for poor work performance/habits, disciplinary suspension, and termination. If progressive discipline is not considered appropriate, however, the sequence described above will not be followed.

THE PRINCIPAL RESERVES THE RIGHT TO DISCIPLINE AN EMPLOYEE BY TAKING WHATEVER ACTIONS, AT HIS/HER SOLE DISCRETION, DEEMED TO BE APPROPRIATE AND IN THE BEST INTERESTS OF THE SCHOOL, UP TO AND INCLUDING TERMINATION OR DISCHARGE.

In the case of serious misconduct, it may be necessary to protect the safety and security of the workplace by suspending or placing the involved employees on administrative leave in order to remove them from the workplace. In addition, in some instances, while your supervisor is investigating and considering appropriate action, you may be relieved from duty pending a full

investigation of the circumstances. The investigation may have one of the following results: (a) if the circumstances do not justify suspension, you will be allowed to return to work, although other disciplinary action may be taken; (b) if the circumstances do justify suspension you will be notified of the suspension and dates and conditions for returning to work. You will not be paid or accrue sick leave (if applicable to you) for the period suspension occurs; or (c) if the circumstances justify termination, and you are not a 3+ year employee or a contract employee within the meaning of the New Mexico School Personnel Act, you will be dismissed and a final paycheck will be issued excluding time of unpaid suspension. If you are a 3+ year employee or a contract employee and the circumstances justify termination or discharge, the termination/discharge process outlined in this Handbook will be followed.

TERMINATION AND DISCHARGE

A. Definitions.

1. *Termination.* In the case of a licensed employee, “termination” means non-renewal of a contract at the end of its term. For all other employees, “termination” means severing or ending the employment relationship.
2. *Discharge.* Discharge means to sever the employment relationship of licensed personnel or employees under contract before the end of the existing contract.
3. *Just Cause.* Just cause refers to a reason for termination or discharge that is rationally related to an employee’s competence or moral turpitude or the proper performance of his/her duties and that is not in violation of the employee’s civil or constitutional rights.

B. Termination of for Employees with Less than Three (3) Consecutive Years of Service.

1. *General.* ATDA may terminate an employee (licensed or non-licensed) with fewer than three (3) years of consecutive service for any reason it deems sufficient.
 - a. Non-contract employees. Employees with three (3) years or less of consecutive service and who are not employed pursuant to a contract are “at-will” employees, that is, the employee may be dismissed from employment at any time and for any lawful reason the Principal deems appropriate. A written notice of termination will be provided to the employee.
 - b. Contract employees. Contract employees with three (3) years or less of consecutive service; i.e., who have not been reemployed under a third consecutive contract, may be terminated by non-renewal of their contracts for any lawful reason the Principal deems appropriate.
2. *Protest Procedure for Employees with Less than Three (3) Consecutive Years of Service.* For an employee of less than three (3) consecutive years who was terminated or whose contract was not renewed, there is no protest. A terminated employee may request a statement of reasons from the Principal for his/her termination or non-renewal. Requests for an explanation will be made in writing and delivered to the Principal no later than five (5) working days after receipt of the notice of termination or notice of non-renewal. Reasons for the Principal’s decision will be provided to the employee within ten (10) days of receiving his/her request. The decision of the Principal to terminate is final and not subject to appeal.

C. Termination/Discharge Policy for Employees with More than Three (3) Years of Consecutive Service.

1. *Non-Contract and Contract.* No employee who has been employed by ATDA for three (3) years or more of consecutive service may be terminated or discharged except for just cause.

2. *Protest Procedure.* ATDA provides the following procedures for challenges to termination or discharge decisions for employees with three (3) or more years of consecutive service:

a. Request for Statement of Rationale. An employee who has been employed by ATDA for three (3) consecutive years and who receives a notice of termination or notice of non-renewal may request a written statement of the reasons for non-renewal. The employee must request that statement of reasons within five (5) working days from the date she receives the notice of termination. The Principal shall provide the statement of reasons within five (5) working days from the request.

b. Statement before the Governing Council. If the employee requests an opportunity to make a statement to the Governing Council regarding the Principal's decision to terminate, s/he must do so SIMULTANEOUSLY with the request for written reasons for the termination. The opportunity to present to the Governing Council will be granted, if within 10 working days after receiving the written reasons for termination, the employee submits a written statement to Governing Council which includes an explanation of why the employee believes that he/she was terminated for reasons that do not constitute just cause. In addition, the statement must include facts, supporting documentation and potential witnesses who will support the employee's position. Thereafter, the Governing Council will meet to hear the employee present the statement in no less than five (5) and no more than fifteen (15) working days after receipt of the employee's written statement of contentions.

c. Hearing on termination:

i. The employee, the Principal and the Governing Council may have representation of their choice, but at their own expense.

ii. The hearing will be conducted in accordance with the provisions of the Open Meetings Act.

iii. The Principal will first state the reasons for termination and present the factual support for those reasons. The reasons will be limited to those first provided to the employee after his/her request for an opportunity to address the Governing Council.

iv. The employee will next state his/her reasons and factual support for contending that the termination was not for just cause. Those reasons and factual support must be the same as those provided in the employee's written response to the statement provided by the Principal.

v. The Principal may offer such rebuttal testimony that she deems appropriate.

- vi. Each party may question all witnesses.
- vii. Only evidence presented at the hearing will be considered and the Governing Council is only required to consider that testimony it considers reliable.
- viii. No record will be kept of the hearing.
- ix. The Governing Council will notify the employee and the Principal of its decision in writing within five (5) working days from the conclusion of the meeting.

[Reference, NMSA 1978 §22-10A-24.]

- d. Appeals – Arbitration on Termination. Either the terminated employee or other representatives of ATDA may appeal the decision of the Council. The matter will be appealed to an independent arbitrator who will hear all evidence as if presented for the first time. The arbitration process takes place as follows:
 - i. Timely Request. The employee must submit a request for an appeal in writing that states his/her reasons for the appeal to the President of the Governing Council within five (5) working days from the receipt of the Governing Council's written decision. The request for appeal must include a statement of facts supporting the basis for appeal. Failure to submit a timely appeal will bar the employee's objection to the decision of the Governing Council and will render the Governing Council's decision final.
 - ii. Selection of Arbitrator. The Governing Council and the employee will meet within ten (10) working days from the receipt of the employee's timely request for appeal to select an independent arbitrator. If they cannot make a choice, they will ask the presiding judge of the Second Judicial District Court for the State of New Mexico to select an individual to hear the matter. The judge will make the selection within five (5) days of the request. The arbitrator selected must be experienced in school employment matters and must have no financial, personal or other direct interest in the outcome of the proceeding.
 - iii. Scope of Arbitration. The arbitrator will hear all of the evidence presented and not be limited to a review of the Governing Council's decision. The issue before the arbitrator will be limited to whether the evidence presented demonstrates just cause for termination.
 - iv. Date of Arbitration. The arbitration will be held within thirty (30) working days from the date the arbitrator is selected. Notice of the hearing will be provided by the arbitrator, which will include the date, time and location of the hearing.
 - v. Rules of Arbitration:
 - (A) ATDA and the employee may have representation of their choosing, but at their own expense;
 - (B) Discovery will be limited to depositions and requests for production of documents on a time schedule to be determined by the arbitrator;
 - (C) The arbitrator has the power to issue subpoenas for witnesses and documents and to administer oaths;

(D) The New Mexico Rules of Civil Procedure will not be strictly enforced, however, the rules will apply to the extent that both contentions and responses are amply and fairly presented;

(E) The Rules of Evidence will not strictly apply, but the arbitrator will permit either party to call and examine witnesses, to cross-examine witnesses and to introduce evidence. The arbitrator will require reasonable substantiation of statements and authentication of records where the accuracy or truth is in reasonable doubt;

(F) The Governing Council will have the burden to show by a preponderance of evidence that the employee was terminated for reasons that constitute just cause.

(G) If the Governing Council cannot show just cause, or the employee sufficiently rebuts the Governing Council's reasons, then the arbitrator will reverse the decision to terminate and order reinstatement of the employee;

(H) Either the employee or ATDA may record the proceeding at their own expense, but it will not constitute an official record for purposes of further appeal.

(I) Departures from these procedures are considered harmless unless the party can demonstrate prejudice.

(J) Decision. The arbitrator will issue a written decision within thirty (30) working days of the hearing, which will contain findings of fact and conclusions of law.

(K) Remedies. The only remedies available to an employee who has been reinstated by the decision of an arbitrator are: reinstatement; back pay, but subject to any scheduled salary increase to which the employee may be entitled; or, both, less an offset for any compensation received by the employee during the period the compensation was terminated; e.g., unemployment benefits.

(L) Binding Decision. Decisions by the arbitrator are final and binding on both ATDA and the employee. The decision may not be appealed unless the decision was procured by corruption, fraud, deception or collusion, in which case it will be appealed to the First Judicial District Court for the State of New Mexico.

(M) Costs/Fees. The employee and ATDA will pay their own fees, expenses and costs. The arbitrator can assign to either party or both parties the fees and costs of the independent arbitrator.

(N) Report to PED. ATDA is required to report the terminations to the NMPED. [Reference NMSA 1978 §22-10A-25 (2003)]

D. Termination/Discharge Policy for Other Personnel Exempt From Protest Procedures.

In addition to employees who have fewer than three (3) consecutive years of employment, the rights to due process protests upon termination do not apply to the following ATDA personnel:

1. Certified school instructors employed to fill the position of certified school instructor entering military service;
2. Persons employed as licensed school administrators;
3. Non-certified school employees employed to perform primarily school-wide management functions. [Reference, NMSA 1978 §22-10A-26 (2003)]

E. Discharge Policy for Contract Employees Discharged Prior to the end of their Contract Term. A contract employee may be discharged prior to the end of his/her contract term for just cause according to the following procedures:

1. Notification and Immediate Removal.
 - a. Notice of discharge. The Principal will serve written notice (certified mail return receipt requested) or will arrange personal delivery retaining a receipt signed and dated by the employee, of intent to recommend to the Governing Council that the employee be discharged. Service otherwise consistent with the rule of civil procedure will be sufficient to complete service as meant by these provisions.
 - b. Stated reasons. The notice will include the reasons for the Principal's recommendation that the employee be discharged along with a written description of the employee's right to a hearing before the Governing Council.
 - c. Immediate Removal. In the event that the Principal determines that it is necessary to immediately remove the employee from the school premises, the employee will be placed on paid administrative leave pending the outcome of a hearing on the Principal's decision to discharge.
2. Protest Procedure/Hearing. A contract employee who receives a notice of discharge may request a hearing before the Governing Council by giving the Principal a written request for hearing within five (5) working days of receipt of the notice of discharge.
 - a. Date of hearing. If the employee timely notifies the Principal that he/she is requesting a hearing on the decision to discharge, a hearing will be scheduled for no less than twenty (20) and no more than forty (40) working days after the Principal receives the written election from the employee. The employee will have at least ten (10) working days prior notice of the hearing date.
 - b. Hearing Procedures.
 - i. ATDA and the employee may have representation of their choosing and at their own expense.
 - ii. Discovery will be limited to depositions and request for production of documents, which will be completed prior to the hearing.
 - iii. The Governing Council will have the authority to issue subpoenas for the attendance of witnesses and to produce documents and other evidence at the request of either party and will have the power to administer oaths.
 - iv. The Principal will have the burden of proving the just cause for discharge by a preponderance of the evidence. The evidence at hearing will be limited to the reasons as stated in the notice to the employee recommending the discharge.

v. The Principal will present its evidence first; the employee will present second; either party may present witnesses and introduce documents to prove their respective case.

vi. An official record must be kept of the preceding and the employee is entitled to one copy at the expense of ATDA.

vii. The Governing Council will render its written decision within twenty (20) calendar days of the conclusion of the hearing and deliver its decision to the employee by certified mail return receipt requested or by personal delivery.

3. Appeal from Decision on Discharge: Arbitration. Either the discharged contract employee or a representative(s) of ATDA may appeal the decision of the Governing Council. The matter will be appealed to an independent arbitrator who will hear all evidence as if presented for the first time.

a. Request Appeal/Arbitration. To request an appeal the employee must state his/her reasons for the appeal in writing ("request for appeal") and submit it to the President of the Governing Council within five (5) working days from the receipt of the Governing Council's written decision. The appeal must contain a statement of the particular reasons the employee believes the Governing Council's decision was incorrect and include a statement of facts supporting his/her decision.

b. Timely Appeal. Failure to submit a timely appeal will bar the employee's right to object to the decision of the Governing Council and will render the Governing Council's decision final.

c. Selection of Arbitrator. The Governing Council and the employee will meet within ten (10) working days from the receipt of the employee's request for appeal to select an independent arbitrator. If they cannot decide they will request the presiding judge of the Second Judicial District Court for the State of New Mexico to select an individual to hear the matter. The judge will make the selection within five (5) days of the request. The arbitrator selected will be experienced in school employment matters. He/she will have no financial, personal or other direct interest in the outcome of the proceeding.

d. Scope of Review. The arbitrator will hear all of the evidence presented and not be limited to a review of the Governing Council's decision. The issue before the arbitrator will be limited to whether the evidence presented demonstrates just cause for discharge.

e. Date of Arbitration. The arbitration will be held within thirty (30) working days from the date the arbitrator is selected. Notice of the hearing will be provided by the arbitrator, which will include the date, time and location of the hearing.

f. Arbitration Rules:

i. ATDA and the employee may have representation of their choosing, but at their own expense;

ii. Discovery is limited to depositions and requests for production of documents on a time schedule to be determined by the arbitrator;

iii. The arbitrator has the power to issue subpoenas for witnesses and documents and to administer oaths;

iv. The New Mexico Rules of Civil procedure will not be strictly enforced, however, the rules will apply to the extent that both contentions and responses are amply and fairly presented;

v. The Rules of Evidence will not strictly apply, but the arbitrator will permit either party to call and examine witnesses, to cross-examine witnesses, and to introduce evidence. The arbitrator will require reasonable substantiation of statements and authentication of records where the accuracy or truth is in reasonable doubt;

vi. The Governing Council will have the burden to show by a preponderance of the evidence that the reasons provided for recommended the employee's discharge constitute just cause;

vii. If the Governing Council cannot show just cause, or the employee sufficiently rebuts the Governing Council's reasons, then the arbitrator will find in favor of the employee;

viii. Either the employee or ATDA may record the proceeding at their own expense, but it will not constitute an official record for purposes of appeal; only the official record prepared by a certified court reporter will constitute the official record;

ix. Departures from these procedures are considered harmless unless the party can demonstrate prejudice;

x. Decision. The arbitrator will issue a written decision within thirty (30) working days of the hearing, which will contain findings of fact and conclusions of law;

xi. Final Decision. Decisions by the arbitrator are final and binding on both ATDA and the employee; the decision may not be appealed unless the decision was procured by corruption, fraud, deception or collusion, in which case it will be appealed to the Second Judicial District Court for the State of New Mexico.

xii. Costs/Fees. The employee and ATDA will pay their own fees, expenses and costs; the arbitrator may assign to either party, or both of them, the fees and costs of the independent arbitrator.

xiii. Compensation after discharge. Payment of compensation to any certified school instructor or certified administrator will terminate as of the date a final decision is provided by the Governing Council. If the contract is to be paid monthly during a twelve (12) month period for services to be performed during a period less than twelve (12) months, the person will be entitled to a pro rata share of the compensation payments due for the period during the twelve (12) months in which no services were to be performed.

F. Phasing Out and Elimination of Positions/Reduction-in-Force/Furloughs. From time-to-time, it may be necessary to phase-out or eliminate certain job classifications or reduce the number of positions in a particular employment category. An orderly process will be established by the ATDA Reduction-in-Force Policy to guide such phase-out or reduction in force. A reduction in force carried out pursuant to ATDA policy is just cause for termination or discharge. The school may also implement a voluntary or involuntary furlough if such measures are necessary due to budgetary constraints and can avoid a reduction in force. Any furlough implement shall be conducted according to school policy.

FURLOUGH POLICY AND PROCEDURE

Policy 2015

Rationale for Policy:

If Albuquerque Talent Development Academy experiences insufficient or reduced school revenues caused by a reduction in the number of enrolled students, number of students in a particular program, unexpected reduction in revenues from local, state or federal sources, or any other financial exigency, that might result in a need to reduce the number of employees, it is the policy of Albuquerque Talent Development Academy to implement a short-term employee furlough in order to preserve a sound and balanced educational program that is consistent with the functions and responsibilities of Albuquerque Talent Development Academy. A furlough in lieu of a reduction in force OR in addition to a reduction in force will be implemented whenever, in the sole discretion of Albuquerque Talent Development Academy, such measures are in the best interest of Albuquerque Talent Development Academy's students and program. A furlough will only be carried out after the Administrator and the Governing Body jointly adopt a determination that based on the projected financial burdens of the school, Albuquerque Talent Development Academy cannot survive financially for the fiscal year already underway unless a furlough is implemented.

The Head Administrator shall determine, based on the best interest of the educational program, whether all employees, or certain categories of employees or positions, will be subject to furlough as defined in this policy. It is the intent of Albuquerque Talent Development Academy to conduct an intermittent rather than continuous furlough to mitigate employee financial hardship; however, Albuquerque Talent Development Academy reserves the right to conduct a furlough in any manner deemed necessary to ensure the stability of the educational program. Furloughs will be implemented in a fair manner that is sensitive to the mission of Albuquerque Talent Development Academy and the needs of its faculty and staff.

Employee Furlough Policy:

1. Definition: A furlough is the placement of an employee in a temporary leave without pay status for a specified number of hours or days within a certain time frame. A furlough is not a layoff or reduction in workforce and may be used to avoid or delay such action.

2. Determination: The decision to implement an employee furlough will be made by the Head Administrator after consultation with the Governing Council.

3. Furlough Plan: The Head Administrator shall prepare a furlough plan that will identify the budgetary justification for the furlough; who or what job classifications will be affected; the number of days/hours that will be reduced from each employee's work day/week/month; specific dates, if applicable; and the procedure for implementing the furlough. The furlough plan shall be sufficiently comprehensive to address the entire shortfall projected for the balance of the budget year at issue. The Head Administrator may, at his/her sole discretion, require staggered furlough days (one employee or certain categories of employees during a specified time) or, alternatively, uniform furlough days (i.e. for all employees at one time).

4. Implementation: To implement a furlough, the Governing Body will consider the Head Administrator's furlough plan and vote on the plan at a public meeting. At this meeting the Head Administrator will explain the reasons for the furlough and his/her plan for implementing the furlough. The Governing Body may recommend revisions to the Head Administrator's furlough plan to the extent the plan does not adequately address the budgetary constraints identified as

justification for the furlough. The Head Administrator, however, shall make the final decision regarding the plan as it affects employees and school programs.

5. Written Notice: Employees will be given as much advance written notice as possible, but not less than 10 work days prior to implementation of the furlough.

6. Status During Furlough: Affected employees must take time off without pay for the period of time designated by the furlough. Supervisors may not require, ask or permit employees to work on a furlough day except in instances of an emergency. An employee may not conduct any school business during the 24 hours of a furlough day. This includes checking work-related e-mail and voice mail.

7. Voluntary Furlough: If possible, prior to implementing a mandatory furlough, the Head Administrator may call for a voluntary furlough. However, the Head Administrator, may, in his/her sole discretion, determine whether the response to the call for a voluntary furlough will be sufficient to meet the anticipated budgetary shortfall for which a furlough is necessary.

8. Categories of Employees: At the sole discretion of the Head Administrator, he/she may implement a furlough of employees according to their job functions and responsibilities at ATDA. The categories of employees are as follows:

- Administration (Head Administrator, Principal and Business Manager)
- Licensed Faculty and Staff
- Secretarial & Clerical
- Custodial

The Head Administrator shall ensure that any categorical or position-based furlough is implemented in a non-discriminatory and fair manner.

9. Selection of Furlough Hours/Days: The Administrative Team will consider reasonable requests to schedule furlough hours or days at the convenience of the employee, however, any decision regarding an employee's furlough schedule will be made in order to minimize disruption to the efficient operation of Albuquerque Talent Development Academy's programs. The scheduling of specific furlough hours is at the sole discretion of the Head Administrator and is not subject to the grievance procedure.

10. Holiday Pay During Furlough Hours: If a holiday is selected as the eight-hour furlough period then the employee will not receive pay for that day. Furlough is considered an excused absence for holiday pay accrual purposes.

11. Continuation of Benefits: The intermittent nature of the furlough is designed to avoid any adverse impact to employee benefits. Employees will continue to receive employer-provided benefits and accrue leave during the furlough period.

12. Part-time Employees and Phased Retirees: Part-time employees and return to work retirees are subject to a pro-rated furlough schedule. The amount of time a part-time employee must take off for the mandatory unpaid furlough will be pro-rated on the employee's assigned part-time percentage (e.g. 50%) of a full-time position.

13. Documentation: The Head Administrator shall ensure that appropriate documentation of the furlough plan and of those employees affected is kept.

REDUCTION-IN-FORCE POLICY

I. PURPOSE

The purpose of this policy is to establish an orderly, non-discriminatory, and equitable procedure to reduce the number of Albuquerque Talent Development Academy employees in the event that School experiences insufficient or reduced revenues, and to preserve a sound balanced educational program that is consistent with the function and responsibilities of the School's charter.

II. DISCRETION

School's head administrator ("Administrator") shall exercise his/her discretion in accordance with this policy when determining that a reduction in force in personnel is necessary. The Administrator will base his/her decisions on the best available information, including consultation with his/her business manager and the School's finance committee. His/her decision will be made in good faith and shall, under no circumstances, be implemented as a pretext for terminating or discharging employees contrary to law.

Unless otherwise required by law, the Administrator shall advise the School's governing body as to any circumstances that may ultimately require a reduction in force, so that advanced notice to personnel can be given and so that options to avoid a RIF can be considered.

The Administrator shall not be required to prepare a RIF Plan as defined below, if a reduction can be accomplished through attrition (resignation, retirement, etc.) or by termination of a sufficient number of non-tenured, non-contract staff.

III. DEFINITION

A reduction in force ("RIF") is a procedure used when a school must abolish a position. This may include eliminating one or more full or part-time licensed or unlicensed contract or non-contract employee-position(s).

IV. REASONS FOR REDUCTION IN FORCE

The nature and grounds for any RIF shall be determined by the Administrator. Examples of reasons for a RIF are:

A. *School reorganization.* This may occur when a charter program is ending, consolidating or when reorganizing School programs and functions.

B. *Decreased enrollment.* This may occur when there has been a decrease in the current year enrollment or because enrollment did not meet enrollment projections of the charter school or a specific program offered by the charter school.

C. *Financial exigencies.* This can result from a decline in School financial resources that compel a reduction in the School's current (or projected) operational budget that necessitates a decrease of programs at their existing level or elimination of a program altogether, such as:

- decline in enrollment;
- loss of state, federal or local funding; and/or

- decrease of funding due to other directives from governing entities (courts, NMPED, Legislature, etc.)

V. TIMING

A RIF may occur any time during a fiscal year in accordance with this policy and procedures.

VI. REDUCTION IN FORCE PLAN

A. *Administrator's Plan.* Before instituting a RIF, the Governing Body shall pass a resolution on whether a RIF is necessary including the reasons therefore. The procedure for implementing the RIF shall be based on the Administrator's RIF Plan ("Plan"), which shall be approved by the Governing Body, prior to implementation. The Plan shall focus on the impact to educational programs and how it may be modified to reduce costs, programs and personnel while still accomplishing the mission and educational program described in the School's charter. Where circumstances warrant (e.g. specific program funding), a Plan may address particular program content areas or activities in the case where the RIF predominately impacts that aspect of the educational program. The Administrator shall have the discretion to include any information that he/she deems significant when deciding to implement a RIF; however, the following topics must be explained in the Plan:

1. Description of the cause or causes requiring a RIF;
2. Explanation of steps taken to avoid a RIF, if any (e.g. reduction by attrition, cuts in non-licensed staff, abolition of non-essential services, activities or extra-curricular programs, etc.);
3. A designation of the part or parts of the educational program(s) or activity(ies) affected by the proposed RIF;
4. The number of positions proposed to be reduced in each program or activity;
5. A designation of non-essential services or activities to be retained, with a justification for retaining the services or activities, if any; and
6. A discussion of alternatives (if any) considered by the Administrator with an explanation for why such alternatives were rejected.

B. *Governing Body's Consideration.* The School's Governing Body will consider the Administrator's Plan at a public meeting at which the Administrator shall present the proposed Plan and justification for a RIF. The Administration shall take reasonable steps to ensure that employees have advanced notice of the public meeting at which the Plan will be presented. The discussion and action on whether a RIF is merited by financial circumstances and discussion and decision on the Plan will be in open session; however, the Governing Body is not restricted from holding portions of the discussions in closed session in accordance with New Mexico Open Meetings Act exception.² The Governing

² NMSA 1978 §1-15-1(H). "The provisions of Subsections A, B and G of this section do not apply to:

... (2) limited personnel matters; provided that for purposes of the Open Meetings Act [10-15-1.1 NMSA 1978], "limited personnel matters" means the discussion of hiring, promotion, demotion, dismissal, assignment or resignation of or the investigation or consideration of complaints or charges against any individual public employee; provided further that this subsection is not to be construed as to exempt final actions on personnel from being taken at

Body may allow such review, consultation, and comment by employees and members of the public of the Plan and reasons for the RIF, as the Governing Body, in its discretion, deems appropriate.

The Governing Body may propose recommendations to the Plan to ensure that the Plan addresses the financial reasons for implementing a RIF. However, the final content of the Plan shall not be modified by the Governing Body with regard to the method the Administrator determines is best for deciding which employee's (s') positions are eliminated or reduced.

If a mid-year RIF is proposed which would require the discharge of tenured certified staff, the Administrator and the Governing Body will jointly agree whether the projected financial burdens to School have or will create a situation wherein the School cannot survive financially for the fiscal year already underway unless a RIF is carried out.

C. *Notice to Employees.* The final Plan to implement the RIF will be made available to all staff, by providing copies thereof in the School's office, within two (2) work days after the Plan has been approved by the Governing Body.

RIF PLAN CONTENTS AND PROCESSES

VII. CRITERIA, RANKING AND WEIGHT – LICENSED School PERSONNEL

A. *Criteria.* The primary consideration in any RIF shall be maintenance of a sound and balanced educational program consistent with the functions and responsibilities of the School, including the duty to conduct its business within the confines of a balanced budget. The Administrator shall consider a variety of factors in determining which employees will be included in the RIF, including without limitation:

1. Licensure. If a position requires a license or certification, then the type of licenses or certification will be evaluated for purposes of assessing order of lay off. Substandard licensure is inferior to full licensure, and a person who is fully licensed to teach within the presently assigned content area will be retained in preference to a person holding a substandard license. Points will be assigned to various levels of licensure.

(a) A "teaching waiver"³ will be treated as "substandard licensure" and assigned zero (0) points.

(b) An "assignment waiver"⁴ working in the affected position, but possessing full licensing in another content area not affected by the RIF will be allocated five (5) points.

(c) Full license and teaching in the affected content area will be allocated ten (10) points.

open public meetings, nor does it preclude an aggrieved public employee from demanding a public hearing. Judicial candidates interviewed by any commission shall have the right to demand an open interview;..."

³ According to NMSA 1978 Section 22-10A-14B.

⁴ According to NMSA 1978 Section 22-10A-14C

(d) A “teaching endorsement”⁵ applicable to the qualifications for the individual’s current assignment or content area in the affected position will receive an additional two (2) points up to a maximum of six (6) points.

(e) A “full license” in affected area will receive ten (10) points.

(f) Extracurricular Licensing/Experience/Assignment. No employee may receive points on the rating sheet for extracurricular, athletic or co-curricular assignments, unless the licenses are directly relevant to the affected program. If relevant to the affected position, the employee will receive two (2) points up to a maximum of (6). The Administrator, however, shall identify any extracurricular, athletic and co-curricular programs or activities for which an employee may receive credit in the Plan and has the discretion to assign this category of licensure a different weight than (a) through (f).

2. Years of Experience. Each licensed individual considered for termination or discharge will be awarded one (1) point for each year of full-time service during the most recent period of uninterrupted service at School, prior to the current year, excluding approved extended leaves of absence, up to a maximum of the total number of years the School has existed.

3. Education. Credit for education will be determined based on degree, additional hours, and whether the degree or additional hours are applicable to the affected program:

DEGREE (+HOURS)	APPLICABLE	NOT APPLICABLE
• B.A.	1 point	½ point
• B.A. + 15	2 points	1 point
• B.A. + 45 or M.A.	4 points	2 points
• M.A. + 15	6 points	3 points
• M.A. + 45 and higher	8 points	4 points
• Ed.D. and Ph.D.	10 points	5 points

4. Performance. The Administrator shall rate the relative performance of each person considered for discharge using evaluation criteria based on the School’s approved performance evaluation process. The Administrator may include additional competencies that reflect, in his or her judgment, attributes necessary for success in the particular program(s) affected by a RIF. The rating form will include standard and specific competency areas, will specify the score for each performance category or attribute, and will allow for a maximum score of twenty (20) points. The Administrator may consult with any individual with supervisory responsibilities, if any, over the affected individual when completing the performance evaluation. The Administrator will consider no more than three (3) prior year evaluations received by the individual at School. The Administrator may devise such other measures as deemed necessary to address situations where implementation of the performance rating cannot occur in the normal

⁵ Endorsements must be recognized by the New Mexico Public Education Department.

manner, so long as such measures are rationally designed to award points to licensed personnel based on the employee's performance.

5. Tenure. Where cumulative scores on the rating sheet are equal between two or more licensed school instructors being considered for termination or discharge, tenured licensed school instructors will be retained in preference to licensed school instructors who have been employed by School for less than three consecutive school years of service.

6. Other Criteria. The Administrator may add any other criteria that he or she deems relevant to assessing the necessary qualifications, including but not limited to highly qualified status, technical skills, areas of training for which endorsements or licensure are not awarded, transferability of job skills/versatility, personal strengths and teamwork.

7. Weight. The Administrator may determine whether any or all of the criteria should be assigned a different weight and shall describe such weighting criteria and rationale for the different weight allocation in the Plan.

B. *Selection Based on Scores*. The Administrator will total the points allocated based on the criteria specified above. The person with the lowest score will be the person who is released by termination or discharge unless such action would have a serious and detrimental effect on the total educational program. In such event, the Administrator may select a higher scoring person for termination or discharge but will prepare a written justification for such action in the best interests of the School, along with the rating sheets for such positions. The computations of the Administrator, plus the rating forms on the persons considered for release, will be available for review by the person released.

C. *Transfer/Reassignment*. If a position is available at School and the person released from the affected program qualifies, he/she may be assigned to that position if:

1. Existing Vacancy. If, upon the effective date of the termination or discharge due to a RIF, there is an existing vacancy in another program for which the affected person is licensed and qualified, he or she will be transferred or reassigned to that vacant position. There will be no obligation to create a vacancy to accommodate such person. The transferred or reassigned employee will be employed at the rate of pay budgeted for that position.

2. No Existing Vacancy. Where the affected person is licensed and qualified for another program or programs at School, but all such positions are currently filled, the selection criteria described above, subject to the modifications described below, will be applied to determine whether the affected person may be transferred or reassigned to another program and another person, currently employed in the other program, may be released.

(a) If the affected person is fully licensed for a position in another program or an administrative position but has not actually taught in such program or held such an administrative position during any part of the preceding five (5) school years, such person will not be considered qualified for transfer or reassignment to the other position.

(b) If the affected person is fully licensed for a position in another program or administrative position, and has current experience in the responsibilities of that position, the Administrator will determine in his/her best

judgment whether removing the incumbent and replacing him/her with the affected person is in the best interest of the School program.

D. *Due Process.* A licensed instructor or administrator discharged or a tenured teacher terminated pursuant to this policy will be entitled to the procedural rights provided pursuant to the New Mexico School Personnel Act,⁶ applicable regulations and the School's policies. The written decision of the Governing Council, to the extent required by statute and regulation, will clearly specify that the termination or discharge resulted from a RIF and not from any cause personal to the person released.

E. *Appeal.* Appeals to an independent arbitrator from termination or discharge pursuant to this policy are governed by the provisions of NMSA 1978, §22-10A-25, NMSA 1978 §22-10A-28, respectively, and any applicable regulations of the New Mexico Public Education Department.

VIII. CRITERIA, RANKING AND WEIGHT – NON-LICENSED SCHOOL PERSONNEL

A. *Criteria.* The primary consideration in any RIF shall be maintenance of a sound and balanced educational program consistent with the functions and responsibilities of the School, including the duty to conduct its business within the confines of a balanced budget. The Administrator will consider some or all of the criterion below when determining which non-contract personnel ("staff") within an affected job category (e.g. office personnel) will be recommended for complete or partial termination in order to implement the RIF. This process shall only be required when the employees being considered for termination are employees with three or more consecutive years of service with School or if he/she has a contract.

1. Specialized Qualifications. Specialized training, certification or licensing directly related to the job duties of the affected position (e.g. electrician's license; computer certifications) may be allocated up to five (5) points.

2. Relevant Skills and Experience. Skills and/or experience directly related to the ongoing operations and administration of the School's program(s) (e.g. computer skills, student information management, etc.), may be allocated up to five (5) points. The Administrator shall enumerate the specific skills and experiences that are relevant to the School's programs in the Plan.

3. Performance. The Administrator considers and rates the relative performance of such person in the positions to be eliminated on a rating form to be prepared by the Administrator if evaluation forms are not available. Performance may allocate up to (20) points. If the Administrator is not the affected staff member's immediate supervisor, the Administrator may assign the performance rating process to the supervisor and/or consult with such individual(s) who are most familiar with the affected staff member's performance.

4. Length of Service. Affected staff member(s) will be awarded one (1) point for each complete school year of full-time service during the most recent period of uninterrupted service with School up to a maximum number of points equal to the number of years the School has been in operation. Periods of extended leave of absence without pay will not be included, unless contrary to law.

⁶ NMSA 1978 §§22-10A-1, et seq.

Where cumulative scores are equal, the individual who has served longest at the School will be retained.

5. Other Criteria. The Administrator may add any other criteria that he or she deems relevant to assessing the necessary qualifications such as, technical skills, areas of training for which endorsements or licensure are not awarded, transferability of job skills/versatility, personal strengths and teamwork.

6. Weight. The Administrator may determine whether any or all of the criteria should be assigned a different weight and shall describe such weighting criteria and rationale for the different weight allocation in the Plan.

B. *Selection Based on Scores*. The Principal will total the points for the criteria selected. The person with the lowest score will be the person who is released. The computations of the Administrator, plus the rating forms on the persons considered for release, will be available for review by the person released. The person with the lowest score will be the person who is released by termination unless such action would have a serious and detrimental effect on the total educational program. In such event, the Administrator may select a higher scoring person for termination or discharge but will prepare a written justification for such action in the best interests of the School, along with the rating sheets for such positions. The computations of the Administrator, plus the rating forms on the persons considered for release, will be available for review by the person released.

C. *Transfer/Reassignments*. If, as a result of the application of the selection criteria, a person is selected to be released from the affected program, but such person is a long-term staff member (i.e. has worked for School for more than three consecutive years) and qualifies for another position within School where a vacancy exists, that person will be considered for transfer/reassignment to the other program.

D. *Termination*. Each staff member terminated pursuant to this policy will be entitled to the procedural rights provided pursuant to the New Mexico School Personnel Act, applicable regulations and the School's policies, if any. The written decision of the Governing Body, to the extent required by statute and regulation, will clearly specify that the termination or discharge resulted from a RIF and not from any cause personal to the person released.

E. *Appeal*. Appeals to an independent arbitrator from termination or discharge pursuant to this policy are governed by the provisions of NMSA 1978, § 22-10A-25 and any applicable regulations of the New Mexico Public Education Department.

IX. PROVISIONS APPLICABLE TO ALL EMPLOYEES AFFECTED BY RIF

A. *Recall of Released Employees*. For a period of one year after the effective date of the discharge or termination of any employee pursuant to this policy, the Administrator will offer to such person any position(s) which becomes available for which such person is licensed and/or qualified, provided that such person has complied with the following requirements:

1. Interest to be recalled. If an opening occurs, the terminated employee must file with the Administrator, within thirty (30) days after the effective date of the discharge or termination, a written statement indicating a desire to be considered

for recall and providing an address at which the person may be contacted. The employee shall be responsible for keeping his/her contact information current.

2. Competing applicants. If more than one person who was discharged or terminated within the calendar year prior to recall is qualified for the position by experience, training, and/or licensure to which a person will be recalled, the selection criteria of this policy will be applied to determine which person is to be recalled. The points accrued for "Service at School" and "Performance," if any, will be the same as when the persons were discharged or terminated. Additional points for qualified education earned after the discharge or termination which is directly related to School educational program will be credited and considered.

3. Response to Offer of Recall. Any person selected for recall hereunder will receive written notification of the recall, by certified mail, at the address provided. The recalled person must accept the position offered in writing within fifteen (15) calendar days from the date of mailing the notice to the person. Rejection of the offer, in writing or by failure to timely respond, will result in forfeiture by the recalled person of any further recall rights under this policy. Thereafter, an offer of recall will be made to the next person qualified to be recalled, or if there is none, the position will be filled by another qualified applicant.

4. Restoration of leave upon rehire. Any person recalled pursuant to this policy will have all accrued but unused sick leave restored and will be given credit for all years of actual service at School for salary purposes. However, whether the employee is restored to his/her prior salary or level of benefits is at the discretion of the Administrator consistent with the School's budget and current School policies.

5. Expiration of rights to recall. After the one-year recall period has expired, any person discharged or terminated under this policy will no longer have any right to be recalled. Such persons who wish to be reemployed thereafter will file applications for employment and will be treated as would any other applicant for a vacant position.

B. *Modification of this Policy.* The Governing Council may amend this policy from time to time at its sole discretion. Any modification to the policy shall be effective immediately.

C. *Mandated Reductions in Force.* If legislation is passed which requires the School to reduce licensed school personnel, for any reason and such legislation alters the policy and procedures described herein, School will follow the legislative procedures, in lieu of this policy.

Countervailing valid orders of the Secretary of the New Mexico Public Education Department will override this policy. Unless a different procedure is mandated by law, the termination or discharge of school employees shall be in compliance with the New Mexico School Personnel Act, NMSA 1978 §§22-10A-1, *et seq.* as amended.

GRIEVANCE PROCEDURES

ATDA recognizes that most personnel-related conflicts arise from a lack of communication. This procedure is designed to provide a formal mechanism for promoting or restoring such

communication so that problems may be resolved before more serious difficulties arise. The purpose of this policy and these procedures is to provide for the reporting and resolution of legitimate employment-related concerns of the employees of ATDA at the earliest possible time and with the least possible expense, disruption and friction. *Nothing contained herein will be construed to limit in any way the ability of ATDA and the grievant to resolve any grievance by informal means. An employee's decision to refrain from the grievance procedure in lieu of alternative dispute mechanisms may limit the administration's ability to promptly and completely resolve the employee's concerns. You are encouraged to use this process to ensure timely and satisfactory resolutions.*

NO PERSONS WILL SUFFER RETALIATION, RECRIMINATION, DISCRIMINATION, HARASSMENT, OR BE OTHERWISE ADVERSELY AFFECTED BECAUSE OF HIS OR HER USE OF THIS GRIEVANCE PROCEDURE.

1. Definitions.

(a) "Grievant" means an employee who is personally and directly affected by a condition for which he or she seeks a resolution.

(b) "Grievance" means an allegation by an employee that the treatment he or she has received from a superior is unfair or improper, or that there has been a violation, a misinterpretation or an inequitable application of school policy, administrative rules or procedures that directly and adversely affect the grievant. A single grievance may be submitted jointly by more than one grievant.

(c) "Resolution(s)" means the proposed written decision by the appropriate administrator(s), grievance review committee, or Governing Council, in response to the grievance.

(d) "Parties in interest" means the grievant and the superior or other employee(s) of SCHOOL whose conduct or actions are the subject of the grievance.

2. Limitations to Grievance Procedure. A grievance cannot be filed by a former employee after the effective date of termination or discharge of employment. The following situations are **not** covered by this grievance procedure and are therefore not a grievance under this policy:

(a) The discretionary act(s) of professional judgment relating to the evaluation of the work performance of any employee by his or her immediate supervisor.

(b) Any personnel decision made by the Governing Council, including, but not limited to a refusal to re-employ, a discharge, a demotion, or any other action directly and adversely affecting the employment of an employee.

(c) Situations in which the Governing Council and Principal are without authority to act.

(d) Situations in which the remedy for the alleged violation exclusively resides in some person, agency, or authority other than the Governing Council.

(e) Situations as to which a different procedure with SCHOOL is prescribed by a state or federal authority.

(f) Situations as to which a different procedure or remedy has been provided by the Governing Council.

(g) Situations involving a grievance by a contractor with SCHOOL.

3. General Procedural Requirements.

(a) A grievance must be initiated at Level 1 within ten (10) work days of the date upon which the grievant became aware of the circumstances which gave rise to the grievance.

(b) Whenever possible, any grievance conference or hearing at any level will be scheduled during a mutually convenient time that does not conflict with the regularly scheduled school program.

(c) A grievant requiring the attendance and testimony of other employees will have the right to bring such witness as are willing to testify in his or her behalf, and any necessary substitutes or release time will be provided and the expense borne by SCHOOL when hearings must be scheduled during the school day.

(d) A separate file will be maintained by the Principal for grievances. All documents produced during the processing of a grievance will be kept in the separate file.

(e) All parties shall maintain confidentiality with regard to proceedings, and the resolution of the grievance, to the extent possible, and the proceedings will not be made public unless agreed to by the grievant and the Principal or Governing Council or unless the grievant pursues the matter beyond this policy.

(f) The grievance file will be maintained for one (1) year after being cleared according to the New Mexico State Records Center and Archives, and access to the file will be limited to the grievant, the immediate supervisor, the Principal and the members of the Governing Council.

(g) A grievant may terminate the process at any level if he or she indicates in writing a desire to do so, accepts the resolution at that level, or fails to pursue his or her grievance by filing at the next level within the specified time period or refuses to attend a scheduled meeting even if that meeting must occur after school.

(h) All grievances will be filed and processed on grievance forms prepared by SCHOOL and available in the office of the Principal.

(i) The time limits at any level may be extended by mutual agreement between the grievant and the Principal, review committee or Governing Council.

(j) Except as otherwise provided herein, unless a party can demonstrate prejudice arising from a departure from the proceedings established in this policy, such departure will be presumed to be harmless error.

4. Procedural Steps.

(a) Level 1 (Informal Conference). Prior to the filing of a formal written grievance, the grievant will first discuss the grievance with his or her staff representative in a good faith attempt to resolve the grievance prior to the filing of a formal grievance. In the case of a claim of sexual

harassment in which the grievant's staff representative is the subject of the claim, the grievant may initiate the grievance at the next supervisory level above that of the staff representative.

(b) Level 2 (Principal). If the grievant is not satisfied with the discussion and disposition of the grievance at Level 1, he or she may file a written grievance with the supervisor (Principal) within ten (10) days of the disposition. The Principal will communicate his or her proposed resolution in writing to the grievant within five (5) work days from the filing of the written grievance. If the proposed resolution is not acknowledged or approved by the grievant within five (5) work days, the Principal has the discretion to require a hearing or conference and gather such evidence prior to the preparation of the decision as he or she feels would assist in any appropriate resolution of the grievance. The hearing or conference will occur within five (5) work days of the grievant's action/inaction regarding the Principal's proposed resolution. The hearing or conference should be as informal as possible and will be conducted as the Principal feels is appropriate for a full understanding of the grievance, the position of the grievant and the evidence supporting the position. The Principal will have the right to ask any question of the interested parties as he or she deems necessary. Within five (5) work days following the hearing, the Principal will render his or her written proposed resolution to the grievant.

(c) Level 3 (SCHOOL Governing Council). If the grievant is not satisfied with the resolution of the grievance at Level 3, or if the Principal fails to issue a proposed resolution within the specified time limit, the grievant may make a written request to the Principal for a hearing with the Governing Council within ten (10) work days after the Principal's resolution was rendered or due, if none was received. At its sole option, the Governing Council may appoint a Grievance Review Committee to hear the grievance. The Grievance Review Committee will be comprised of three (3) persons, one from each of the following staff categories: Certified School Instructor; Administrator (other than the immediate supervisor or Principal involved) and one Governing Council member.

The members will be appointed by the Governing Council. The Committee will select its Chairperson prior to the processing of the grievance. The Chairperson of the Committee will schedule an informal hearing within ten (10) work days of receipt of the grievance. If a Committee member is unable to participate in the informal hearing, the Chairperson will designate a substitute from within the employee category of the non-attending member.

5. Procedure for Hearing before Governing Council Committee. The following procedure will be used at hearings before the Governing Council Committee.

(a) The parties in interest will submit written statements of position which will be delivered to the Governing Council Committee Chair at least five (5) days prior to the hearing. In addition, any other documentary evidence desired to be reviewed by the Governing Council Committee will be submitted at that time.

(b) The grievant will present his/her grievance first through testimony, witnesses, documents, etc. Cross-examination will not be allowed by the other party in interest, if any.

(c) The other party or parties in interest, if any, will present their responses to the grievance. Cross-examination will not be allowed.

(d) The Committee members may ask any questions that it deems necessary.

(e) Arrangements to make a taped recording or to keep minutes of the proceeding will be made by the Chair. A verbatim transcript is not required, but any minutes or other written record will fairly reflect the substance of the hearing.

(f) Within five (5) days following the date of the hearing, the Committee will transmit its findings and recommendations for proposed resolutions to the Governing Council. Within ten (10) working days, the Governing Council shall consider the recommendations of the Committee. The Governing Council may accept the recommendations as presented, impose a lesser sanction if disciplinary action was recommended, or decide to hold a new hearing on the grievance.

(g) If the Governing Council rules that it is appropriate to hear the grievance, it will set the date for such hearing and the parties in interest will be notified by the Governing Council President. If the Governing Council adopts the recommendations of the Governing Council Committee, the decision shall be final.

6. Hearing before full Governing Council. If the Governing Council decides to grant a new hearing the following procedures will be followed.

(a) Each party in interest will have the opportunity to present oral statements limited to thirty (30) minutes each.

(b) The presentation will be limited to a review of evidence previously presented, unless the Governing Council, in its discretion, allows new evidence to be presented during the hearing.

(c) Evidence may not be cross-examined by the other party in interest, however, the Governing Council may ask questions of any party as it deems necessary or appropriate.

(d) Hearings will be conducted in an executive session, unless the grievant requests that the hearing be held in a public meeting.

(e) The Governing Council will render a written decision within 10 working days after the hearing. In arriving at its decision, the Governing Council has complete discretion in fashioning such relief, if any, as it believes is appropriate, regardless of the relief requested. The Governing Council's decision is final.