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EMPLOYEE HANDBOOK

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WELCOME TO LA ACADEMIA DE ESPERANZA!

You are joining a community of educators, students, community members and parent/guardians who are committed to providing a healthy, individualized, supportive educational environment. Please become familiar with our mission statement and goals as they are what lead us in the pursuit of successful school experiences for all of our students.

MISSION STATEMENT

La Academia de Esperanza (LADE) strives to open the hearts and minds of children to life's possibilities, while supporting their self-determination in the least restrictive environment. We focus on educating and meeting the individual needs of each of our students. LADE provides quality academic and vocational learning for students' grades 9-12 in preparation for their roles as socially responsible individuals, within a community-based, ethnically and culturally-sensitive educational environment.

BELIEFS

We believe that:

- Each students' academic needs are unique
- Academic and personal excellence can be achieved by all students
- Cultivating trusting relationships, using dialogue, diversifying learning context, and providing a variety of authentic, hands-on learning experiences to evoke curiosity and apply students' skills/abilities to life and community.
- Personal achievement and development is attainable by supporting and guiding students' emotional well-being, beliefs, talents and goals
- Individual growth and success fosters students' respect for themselves, others and the community
- School culture and climate should validate and celebrate the diversity of our stakeholders.
- School should be a safe place where structures, high-expectations, encouragement, compassion, and commitment come together to create belonging and emphasize the value and worth we inherently possess.

As new and returning employees to LADE, thank you for joining with us to help achieve this mission for our students. This handbook has been provided to you as a guidebook to the school's policies, procedures, employment conditions and benefits. We hope it answers your questions. The Governing Council and LADE maintains the right to add, amend, or withdraw any policy or procedure, depending on the operational needs of LADE, recognizing that any such change may result in the need to amend contractual agreements with professional staff. The Head Administrator, as the primary Administrator of LADE, shall be accountable for all supervisory responsibilities related to employees.

Please feel free to ask any additional questions or to have something clarified.

AN OVERVIEW OF LADE

LADE's Educational Focus

We will …

- Create and maintain an educational culture that encourages success and makes self-actualization possible.
- Encourage and teach individual responsibility
- Focus on solutions, rather than problems
- Develop and use the skills of self-assessment
- Support self-determination, for now and the future
- Make planning for life a part of a LADE student's reality
- Develop relevant, individualized curriculum that addresses individual learning needs based on the New Mexico Content Standards and Benchmarks for academic content.
- Offer experiential learning as an integral part of the program.
- Balance and integrate academic content with other critical skills; e.g., communication skills, problem solving, community service, life skills, etc.
- Build and maintain the infrastructure necessary to bring excitement and life to ~~children's~~ student's futures.
- Create an environment that encourages and supports creativity.
- Ongoing performance improvement will affect every aspect of LADE operation.
- Commitment to using professional, certified teachers.
- Professional development is encouraged and rewarded.
- Maintaining a class size appropriate to the material or activity.
- Maintaining a low student to teacher ratio.
- Manage total enrollment to 350 students for grades ~~6~~ 9 through 12. Involve LADE students, their parent/guardians, and the community at large in the realization of the LADE vision to preserve, strengthen, and empower families.
- Assisting students to make the right choices for themselves and their lives.
- Preparing students to obtain and retain employment.
- Breaking multi-generational patterns of risk behavior.
- Fueling and building the capacities and talents of students.
- Developing the support systems for LADE students – from their parents/guardians and families to their potential employers.
- Increasing parent/guardian participation in their children's education through attendance at meetings, special programs, and training.

LADE's Unique Approach

LADE's purpose is to help students to become individuals who can appropriately assert their individuality and practice self-determination skills. We want students to advocate for themselves, take responsibility for themselves, form personal goals and standards, and develop plans to achieve

their goals and make informed decisions about their futures. We want them to be active participants in their educational experience. As individuals who have developed self-determination skills, LADE students will be able to successfully transition from LADE and achieve the goals they have set for their future. Exit outcomes are developed for each student. They include academic and non- academic skills and qualities. LADE's curriculum takes into consideration the protective factors that have been shown to influence the decrease of at-risk behaviors in young people. In addition to the development of intellectual skills, focus is also on social emotional learning to aid in increasing interpersonal skills, understanding and respecting the perspective of others, setting high expectations and clear standards as well as providing a caring, safe and supportive environment. The participation of the students in decision- making and school related responsibilities are very important.

Meeting the Student's Individual Needs
LADE meets each student's individual needs through a program of multidisciplinary student advocacy, utilizing an advisor teacher and a Next-Step-Plan, or an Individualized Educational Program (IEP).

LEGAL REQUIREMENTS RELATED TO EMPLOYEES OF LADE

These elements shall apply to all employee relationships with LADE

Nondiscrimination/Equal Opportunity Employment
It is the policy of LADE to provide equal opportunity in employment to all employees and applicants for employment. No person is to be discriminated against because of race, religion, color, sex, age, national origin, sexual orientation, appearance, marital status, veteran status, handicap status, physical or mental disability or impairment, or any other impermissible criteria according to applicable law.

The provisions of this policy apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotions, transfers, demotions, layoffs, terminations, re- calls, leaves of absence, compensation, benefits, education and training.

The sole determining factor for initial employment shall be the individual's ability to perform the essential functions of the job, with or without reasonable accommodations, and the ability to perform the job under consideration, within the limits of state and/or federal law.

LADE prides itself on the fact that its employees exemplify the highest respect for one another. Daily interactions among all employees are based upon respect for individual dignity. Therefore, LADE will not tolerate having its employees subjected to discrimination and/or harassment related to an employee's race, color, religion, sex, age, sexual orientation, national origin, disability or any other criteria set forth in this policy. This policy extends to the treatment of students and visitors. Should an employee violate this policy, they will subject themselves to disciplinary action up to, and including termination of employment.

Procedure
(1) This policy applies to all terms, conditions, and privileges of employment including, but not limited to hiring, training, placement, employee development, promotion, demotion,

leave of absence, transfer, compensation, benefits, layoff and recall, social and recreational programs, employee facilities, termination, and retirement.

(2) LADE, if required by law, will establish a written Diversity Program to achieve prompt and full utilization of minorities, the disabled, disabled veterans, and women at all levels and in all segments of the work force.

(3) The Head Administrator or his/her designee is responsible for formulating, implementing, coordinating, and monitoring all efforts in the area of equal employment opportunity.

(4) Any communications from an applicant for employment, an employee, a government official, or an attorney, concerning any equal employment opportunity matters, are to be referred to the Head Administrator or his/her designee.

Anti-Racism and Racial Sensitivity Training and Professional Development Policy

Pursuant to NMSA 1978 §22-10A-19.3, each year, LADE will require all school personnel to complete an online or in-person anti-racism, racial awareness, and sensitivity training or professional development approved by the department that addresses race, racism and racialized aggression and demonstrates how to create and foster an equitable and culturally responsive learning environment for racial minority students.

Sexual Harassment

LADE believes that each employee should be able to enjoy a work environment free from all forms of discrimination, including sexual harassment as defined in Section 703, Title VII, and Civil Rights Act of (1964), as amended and in the New Mexico State Human Rights Act 28-1-7NMSA. Sexual harassment, in any form, by any employee, or by those employed by LADE on a temporary or contract basis, is unacceptable and is expressly prohibited. Should an employee violate this policy, they will subject themselves to disciplinary action up to and including termination of employment.

Definition: Sexual harassment can take place in many different forms. Listed below are a few examples of ways in which sexual harassment can occur:

(1) Unwelcome sexual advances

(2) Request for sexual favors

(3) Other verbal or physical conduct if;

a. Submission is an explicit or implicit term of employment

b. Submission to, or rejection of, the conduct is the basis of an employment decision affecting the employee; or

c. the conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, offensive, or hostile working environment.

Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, which is personally intimidating, hostile, or offensive, which lowers morale, and therefore, interferes with our work effectiveness.

Procedure

Any employee who believes that he or she has been a victim of sexual harassment is required to notify the Head Administrator. If, for whatever reason, an employee feels he or she cannot discuss the matter with the Head Administrator, the employee may contact the President of the LADE Governing Council. No employee or member of this school who exercises the right to

report an incident involving sexual harassment will be subject to retaliation.

A complaint or report of sexual harassment will result in a prompt and confidential investigation and remedial action, including discipline, if warranted and appropriate. Reports of sexual harassment will be kept fully confidential except to the extent that limited disclosure may be necessary for the purpose of investigation or remedial action.

In determining whether a complaint constitutes harassment, the nature of the alleged sexual conduct and the context in which the alleged incident occurred would be the focus of the investigation. Resolution of the complaint is to eliminate the alleged unacceptable behavior from the work place. Corrective action, up to and including termination of employment, will be based on the facts of the complaint on a case-by-case basis.

Criminal Records/Background Checks

It is the policy of LADE to provide a secure and safe environment for students, employees, and the school community. Qualified employees, contractors and contractors' employees, and volunteers must be thoroughly vetted to work at the school. La Academia de Esperanza will obtain background checks to protect the school community from individuals who are found to have ethical misconduct or criminal history that may harm students or the school.

Procedure

To comply with School Personnel Act §22-10A-5 NMSA 1978, La Academia de Esperanza must obtain background checks for all applicants. "Applicant" means an applicant for employment, an individual who is being considered as a contractor, a contractor's employee, or an individual who wants to be a school volunteer who may have unsupervised contact with children or students on school premises

Applicant Requirements: La Academia de Esperanza will require:

(1) An applicant shall provide two fingerprint cards or the equivalent electronic fingerprints to the Head Administrator to obtain the applicant's, contractor's or contractor's employees, or school volunteer's Federal Bureau of Investigation (FBI) record. La Academia de Esperanza shall pay for an applicant's background check, except for contractors or their employees. Contractors and/or their employees will be responsible for the costs of background checks.
   a. Employment, contracting, and volunteering is contingent upon completion of the background check procedure with results that are acceptable to the Head Administrator and meet the terms of this policy. Once a background check is completed, the Head Administrator will make the final decision regarding the applicant's status based on the information obtained.
   b. Employees must submit to a new background check every 2 years. Contractors, contractors' employees, and volunteers must submit a new background check every 2 years or after there has been a break in service exceeding 30 days. La Academia de Esperanza will have specific procedures for applicants to complete background checks outlined in the employment application, contractor service agreement, or volunteer guidance document/application.
   c. When an employee's, contractor's or contractor's employee, or volunteer's FBI background check is no longer needed by La Academia de Esperanza it shall be destroyed in a manner that makes the information unreadable.

(2) Convictions of felonies or misdemeanors contained in the FBI record shall be used in accordance with the Criminal Offender Employment Act, §§28-2-1 NMSA 1978; provided that other information contained in the FBI record, if supported by independent evidence, may form the basis for the employment decisions for just cause.

(3) Records and related information shall be privileged and shall not be disclosed to a person not directly involved in the employment, contracting decision, or volunteering affecting the specific applicant, contractor or contractor's employee, or volunteer who has been offered employment, a contract, or school volunteer position and who will have unsupervised contact with children or students on school premises.

Duty to Report: La Academia de Esperanza Responsibilities:

(1) The Head Administrator shall report immediately to the Public Education Department (PED) any known conviction of any felony or misdemeanor involving moral turpitude (*Moral Turpitude* means an act or behavior that gravely violated the accepted standards of moral conduct, justice, or honesty and may include ethical misconduct.) of a school employee, a contractor or a contractor's employee, or a school volunteer.
   a. Employees, contractors or their employees, or volunteers must notify the Head Administrator if they are charged, convicted, plead guilty, or are found guilty of any misdemeanor or felony, regardless of the sentence. This must occur within five (5) days after the incident.
   b. If any employee, contractor or contractor's employee, or volunteer submits false information or knowingly neglects to disclose information for the background check process, that person may terminated or denied employment, a contractor or their employee may have a contract cancelled, or a volunteer may be prohibited from serving at the school.

(2) The Head Administrator may appoint a designee to act on their behalf. The Head Administrator or their designee shall investigate all allegations of ethical misconduct about any school employee, contractor or contractor's employee, or volunteer who resigns, is being discharged or terminated or otherwise leaves employment after an allegation has been made. If the investigation results in a finding of ethical misconduct by a licensed school employee, the Head Administrator or their designee shall report the identity of the licensed school employee and attendant circumstances of the ethical misconduct on a standardized form to the PED and to the licensed school employee within thirty days following the separation from employment or immediately if the finding of ethical misconduct is sexual misconduct with an adult or child.

(3) The Head Administrator or their designee shall also report allegations of sexual assault or sexual abuse involving any school district personnel, school employee, contractor or a contractor's employee, or school volunteer to the appropriate law enforcement agency. No agreement between a departing school employee and the Governing Board or Head Administrator shall diminish or eliminate the responsibility of investigating and reporting the alleged ethical misconduct to the PED or, if legally mandated, to law enforcement, and any such agreement to the contrary is void.

Americans with Disabilities Compliance
LADE in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 and its implementing regulation, will not, directly or through contractual or other arrangements, discriminate on the basis of handicap in admission, access, treatment, or employment.

The Head Administrator or his/her designee shall ensure that this policy is implemented throughout LADE. Any infractions of policy shall be reported immediately to the Head Administrator or his/her designee.

Immigration Reform and Control Act
LADE is committed to meeting its obligation under U.S. Immigration Law. Accordingly, LADE will not hire or continue to employ an individual who is not legally authorized to work in the United States. However, LADE does not discriminate on the basis of citizenship status or national origin in recruiting, hiring, discharge, or any other employment function.

Procedure
Employees must complete the employee section of Form I-9 on the day they begin work and provide the required supporting documents within three working days of starting work.
The Head Administrator or his/her designee will be responsible for:
(1) Maintaining a list of acceptable documents and the INS Form I-9 in a separate file.
(2) Tracking new hires to ensure LADE is in compliance with the Immigration Reform and Control Act.
(3) Verifying the employee's identity and employment authorization documents.
(4) Completion of the Form I-9 for all new hires.
(5) Maintain the appropriate records for defense and inspection purposes.

Record Keeping
A copy of each employee's I-9 form must be retained by the Head Administrator or his/her designee for defense and inspection.

Impact
The regulations adopted pursuant to the Immigration Reform and Control Act by the Immigration and Naturalization Service are designed to control the employment of illegal aliens in the United States. This policy is designed to protect employing managers and supervisors from criminal and civil penalties.

Drug-Free Workplace

Purpose
LADE has a commitment to its employees to provide a safe, secure, and productive workplace. It is also the goal of LADE to establish a drug-free awareness program in accordance with the guidelines and spirit of the Drug-Free Workplace Act of 1988, which states that it is unlawful to manufacture, distribute, dispense, possess or use a controlled substance in the workplace.

Policy

All employees are required to abide by this program as a condition of employment. Also, as a condition of employment, employees are required to notify LADE of any criminal drug statute conviction no later than 5 days after such conviction.

If you feel you may have a problem with the abuse of alcohol or other controlled substances, we recommend seeking professional treatment. Failure to effectively deal with an alcohol or substance abuse related problem, or arriving for work under the influence of such substances, can result in disciplinary action, up to and including termination. LADE reserves the right to require employees to submit to a drug and alcohol screen based upon reasonable cause. LADE also reserves the right to conduct random screening of its staff.

Personnel Records

It is the policy of LADE to maintain personnel records for employees and past employees in order to document employment-related decisions, evaluate and assess policies, and comply with state, federal and/or local law and licensing record keeping and reporting requirements.

Procedure

LADE 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 Head Administrator or his/her designee is responsible for overseeing the record keeping for all personnel information and will specify what information should be collected and how it should be stored and secured.

Employees have a responsibility to ensure their personnel records are up to date and should notify Human Resources, in writing, of any changes in at least the following:

(1) Name
(2) Address
(3) Telephone number
(4) Marital status (for benefits and tax withholding purposes only)
(5) Number of dependents
(6) Addresses and telephone numbers of dependents and spouse or former spouse (for insurance purposes only)
(7) Persons to be notified in case of emergency
(8) Licensure/Certification/Registration verification (if required)

In addition, employees who have a change in the number of dependents or marital status must complete a new Form W-4 for income tax withholding purposes within ten days of the change, if the change results in a decrease in the number of dependents.

The Head Administrator or his/her designee will also maintain the following information in each employee's personnel file:

(1) Complete Application for employment

(2) Verification of qualifications for the position as outlined in job description
(3) Signed Job Description
(4) Employment Verification Forms
(5) Signed acknowledgment that the employee understands policies on student abuse and neglect, confidentiality, student rights, and the employee code of conduct
(6) Performance appraisals in accordance with NM State requirements
(7) Documented attendance at educational and training programs, including in-service courses and orientation
(8) Any complaints, allegations, inquiries or findings of student abuse or neglect
(9) Warnings or disciplinary actions
(10) I-9 Form (Immigration and Naturalization) (keep in separate file)
(11) Waiver of Confidentiality/Workers Compensation
(12) CPR Certification (if required by job)
(13) Motor Vehicle Report (if required by job)
(14) Confidentiality Agreement
(15) Employee Handbook and Student Handbook Acknowledgement
(16) Employee Demographics
(17) Drug-Free Workplace/Drug and Alcohol Policy Acknowledgement
(18) Student Rights Acknowledgement
(19) Professional Ethics
(20) Licensure/Certification/Registration verification (if required by job)
(21) Verification of education; i.e., transcripts, diploma, etc.
(22) Documentation of equipment issued to employee, keys, computers/laptops/touchpads, cell phones, etc.

Employees may inspect their own personnel records in the presence of the Head Administrator or his/her designee.

Employees who feel that any file material is incomplete, inaccurate, or irrelevant may submit a written request to the Head Administrator or his/her designee that documentation to correct such materials be added to personnel files.

Only supervisory and management employees may inspect the files of an employee for information on a need to know basis.

Additional Records:
These records should be maintained in a separate file, apart from the personnel file, for each employee
(1) Health Records
(2) Worker's Compensation Records
(3) References
(4) Background Checks

Employees are to refer all requests for personnel information about applicants, employees, and past employees to the Head Administrator or his/her designee. The Head Administrator or his/her designee will typically release information only after obtaining the written consent of the individual involved. Exceptions may be made to cooperate with legal, safety, and medical officials who have a need to know specific employee information. Limited general

information about the employment dates and positions held by current or former employees may be released to inquiring parties.

All medical records, if any, will be kept in a separate confidential file and will be held in strict confidence.

LADE's Code of Conduct

As an integral member of the LADE team, you are expected to accept certain responsibilities, adhere to acceptable principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that in both your work and personal life you refrain from any behavior that might be harmful to you, your co-workers, and/or LADE, or that might be viewed unfavorably by current or potential students, their parent/guardians, or the public at large. Whether you are on duty or off, your conduct reflects upon LADE. You are consequently encouraged to observe the highest standards of professionalism at all times. Employees are expected to abide by the following code of conduct:

(1) Be familiar with and carry out LADE policies, rules and regulations.
(2) Avoid abuse or neglect of students at all times. To maintain respect for the dignity and integrity of each student, to follow facility standards of care as outlined by licensing and accreditation requirements, and to report any suspected or observed student neglect and/or abuse to the Head Administrator or his/her designee.
(3) Work within and support the recognized organizational structure of authority of LADE.
(4) Protect and uphold each LADE student's right to confidentiality regarding his/her records, unless specifically authorized to release such information.
(5) Be on time and physically and emotionally be ready to begin work at the scheduled work time. Employees are discouraged from returning to, or remaining on, facility grounds at other than scheduled hours, or for any purpose other than LADE educational activities.
(6) Accept and be responsible for the timely completion of assigned tasks, and to participate actively in such assigned tasks, activities, procedures, etc. The Head Administrator or his/her designee must approve absences from work.
(7) Call the Head Administrator or his/her designee in advance of the scheduled reporting time when sick and unable to work. Repeated or excessive absences will require a doctor's excuse and may involve disciplinary action.
(8) Be properly attired and act in an appropriate fashion at all times during work hours, while on facility ground, or when engaged in LADE activities.
(9) Engage only in educational/mentor relationships with students. At no time are employees to see, meet with, and engage in any type of relationship with students outside school. Exceptions to this are when staff is involved in alternative education in a home schooling circumstance. Sexual or personal relationships between students and staff are prohibited.
(10) Report to work free from the influence of alcohol, drugs, or any other illegal or controlled substance. Additionally, alcohol, illegal drugs or controlled substances, firearms, and any other weapons are not to be brought onto LADE property.
(11) Represent one-self accurately and honestly on all work-related documents including employment application, leave requests, or any other work-related documents.
(12) Take action immediately through appropriate channels against unethical conduct by any other employee.
(13) Be familiar with and comply with all applicable fire, safety and sanitary regulations.
(14) Refuse gifts, gratuities, tips, and/or other offers of money, goods, or services from

students, their families, LADE vendors or suppliers. Questions regarding a gift or gratuity should be directed to the Head Administrator or his/her designee.

(15) Report immediately to the Head Administrator or his/her designee any accident, incident, or injury that might happen to any student, co-worker, or visitor. The report should include a description of the incident, any witnesses, and the employee's recommendations on creating a safer facility environment. Even if an injury becomes apparent at a later time or is only suspected, a report must be given to the Head Administrator or his/her designee, as soon as possible.

Duty to Report Misconduct

LADE is committed to providing a secure and safe environment for students, employees, and the school community to ensure students are protected from harm. LADE will report any ethical misconduct to protect the school community from individuals that may harm students or the school.

Purpose:

To comply with School Personnel Act §22-10A-5.1 NMSA 1978, LADE must report any reasonable suspicion that a child or student has been subject ethical misconduct by a school employee, a contractor or a contractor's employee, or a school volunteer.

Duty to Report Ethical Misconduct: LADE employees, contractors or their employees, or volunteers who know or have reasonable suspicion that a child or a student has been subject to ethical misconduct by a school employee, contractor or contractor's employee, or a volunteer shall report the matter immediately to the Head Administrator.

(1) If the Head Administrator receives a report of ethical misconduct against a child or a student, the Head Administrator shall immediately transmit to the Public Education Department (PED) by telephone the facts of the report and the name, address, and telephone number of the person reporting the incident. The Head Administrator shall transmit the same information in writing within forty-eight hours to the PED.

(2) The written report shall contain the name, address, and age of the child or student; the child's or student's parents, guardians, or custodians; school employee, contractor or contractor's employee, or school volunteer who is alleged to have committed ethical misconduct; and any evidence of ethical misconduct, including the nature and extent of any injuries and other information that the maker of the report believes might be helpful to investigate a report of ethical misconduct. The written report shall be submitted upon a standardized form from the PED.

(3) The Head Administrator upon receipt of the report shall take immediate steps to ensure prompt investigation of the incident. The investigation shall ensure that immediate steps are taken to protect the health or welfare of a student or child who is the subject of the report under this policy. LADE shall take immediate steps to ensure the safety of all enrolled students.

(4) After a report of suspected ethical misconduct against a student or child is made to a Head Administrator, a law enforcement agency and/or the PED office receiving the report shall notify the Head Administrator within five days after the report was made that the office receiving the report is investigating the matter. The Head Administrator will notify the person making the report of this information.

(5) The Head Administrator shall have access to any of the records pertaining to an ethical misconduct case maintained by any of the people enumerated in Section 4 of this policy.

(6) LADE shall provide the procedures for the coordination and internal tracking of reports made pursuant to this policy. The procedures shall include measures to protect the identity of any alleged victims. This policy shall not relieve any person having a duty to report pursuant to policy from that duty.

(7) For the purposes of this policy, "ethical misconduct" (§22-10A-2 NMSA 1978) means the following behavior or conduct by school employees, contractors or contractors' employees, or school volunteers:

a. discriminatory practice based on race, age, color, national origin, ethnicity, sex, pregnancy, sexual orientation, gender identity, mental or physical disability, marital status, religion, citizenship, domestic abuse reporting status, or serious medical condition;
b. sexual misconduct or any sexual offense prohibited by Chapter 30, Article 6A or 9 NMSA 1978 involving an adult or child, regardless of a child's enrollment status;
c. fondling a child or student, including touching private body parts, such as breasts, buttocks, genitals, inner thighs, groin, or anus; or
d. any other behavior, including licentious, enticing, or solicitous behavior, that is reasonably apparent to result in inappropriate sexual contact with a child or student or to induce a child or student into engaging in illegal, immoral, or other prohibited behavior.

CONDITIONS OF EMPLOYMENT AT ESPERANZA

Specific Guidelines affecting the Relationship of Teachers with LADE
LADE highly values the input of teachers into all school policies and procedures and will seek a collaborative relationship with all staff. A summary of the terms and conditions of employment are addressed below.

Hiring and Recruitment of Teachers
It is the policy of LADE to recruit individuals for open positions though a public process.

Terms of Teacher's Professional Service
- Minimum requirements – BA or BS and NM State certification, unless waived.
- All teachers employed by LADE shall be employed primarily for instructional services and/or professional services for a period not to exceed ~~190~~ 195 day working day per their contract.
- There will be 3 categories of teachers: full time, part-time and contract faculty.
- Full-time faculty shall be contracted on a yearly basis for a full teaching day for the entire school year.
- Part-time faculty shall be contracted to teach less than a full school day or full school week.
- Contract faculty shall be contracted as instructional service providers on a per course, per cycle basis and will not receive employee benefits.
- Faculty can be terminated for performance issues by procedures that are consistent with the School Personnel Act.

School Year
The LADE school year shall not exceed ~~180~~ 185 days of instruction per year. Teachers' contracts will not exceed ~~190~~ 195 days.

Workday
Full-time teachers will have a contract that includes the conditions of employment.

Teacher Committees
Teachers will be requested to serve on student support and school operations committees. These committees may address such critical issues as Student Advocacy, mentoring, curriculum, assessments, volunteers, and safety.

Specific Guidelines affecting the Relationship of Other Employees with LADE
All other support staff will be recruited, recommended, and supervised by the Head Administrator or designee. Each employee is entitled to no less than an annual evaluation that identifies accomplishments and developmental needs. Complaints and disputes involving alleged acts of discrimination on the basis of race, sex, national origin, age or handicap are processed through the Head Administrator or a designated HR Personnel Representative.

Hiring and Recruitment of Other Employees
It is the policy of LADE to recruit individuals for open positions though a public process. LADE is an Equal Opportunity Employer.

Terms of Employment
Minimum requirements – Educational credentials or certification based upon job accountabilities.

Attendance (Absenteeism & Tardiness)
It is expected that all employees will report to work and be prepared to work as scheduled. Failure to maintain an attendance pattern within acceptable standards will result in disciplinary action up to and including discharge in compliance with the State and Federal regulations and the School Personnel Act.

Conferences and Seminars
The personal and professional development of facility staff members is strongly encouraged, and all staff members, through their supervisors, are encouraged to actively pursue appropriate learning opportunities whenever possible.

Conflict Of Interest
It is the policy of LADE to maintain and increase our reputation for integrity and trustworthiness to be followed by all employees and agents of LADE and its subsidiaries.

Purpose
All employees must abide by ethical standards to assure the maximum standards of acceptable conduct will be observed during the course of their employment.

General Principles
Employees must not engage in any activities, transactions, or relationships that are incompatible with the impartial, objective, and effective performance of their duties.
Examples of matters and relationships that could create a conflict of interest or a potential conflict, include, but are not limited to, when an employee or a member of the employee's immediate family:

(1) Accepts or solicits a gift, favor, or service from an individual, business, or other party involved, or potentially involved, in a contract or transaction with LADE
(2) Accepts, agrees to accept, or solicits money or other tangible or intangible benefits in exchange for the exercise of official powers or the performance of official responsibilities
(3) Accepts employment or compensation or engages in any business or professional activity that might require disclosure of LADE confidential information
(4) Accepts other employment or compensation that could reasonably be expected to impair the individual's independence of judgment in the performance of official duties

Disclosure of Interested Transactions
Employees are required to file a disclosure statement with the Head Administrator or his/her designee as soon as they have knowledge of a LADE transaction or proposed transaction with an outside individual, business, or other organization that would create a conflict of interest or the appearance of one. Specifically, the employee is required to disclose any:

(1) Remuneration the employee, (pay for services, goods) or an immediate family member, received from the individual/organization;
(2) Investments or ownership interests the employee, or an immediate family member, has in the outside organization;
(3) Offices or positions the employee, or an immediate family member, holds in the outside organization; and
(4) Other relationships with the individual/organization that actually or potentially create a conflict of interest.

All disclosures required under this policy must be directed in writing to the Head Administrator or his/her designee who will promptly review the disclosure and determine which interests are in conflict and which, if any, can be resolved.

Confidentiality
LADE will ensure that the full disclosure of potential conflicts and disclosures are treated confidentially.

Withdrawal from Decisions
Employees are prohibited from exercising decision-making authority or exerting influence concerning any organization or transaction in which they or a family member have a personal interest. Employees must disclose such interest with the Head Administrator or his/her designee and have that individual approve any arrangement for resolving the conflict; resolution of the conflict requires the employee to withdraw from decision-making in the matter.

Misuse of Information
No employee of LADE shall, for personal gain or for the gain of others, use any information not available to the public that was obtained as a result of service to LADE. No employee shall personally exploit any business opportunity in which the employee knows or reasonably should know LADE is or would be interested, unless LADE first consents thereto in writing.

Gifts and Favors
No employee shall solicit or accept for personal use, or for the use of others, any gift, favor, loan, gratuity, reward, promise of future employment, or any other thing of monetary value that might influence or appear to influence the judgment or conduct of the employee in the performance of his or her job. Employees can accept occasional unsolicited courtesy gifts or favors (such as business lunches, tickets to baseball games, or holiday baskets) as long as the gifts or favors have a market value under $200, are customary in the industry, and do not influence or appear to influence the judgment or conduct of the employee in LADE business. An employee can be exempt from the restrictions in this paragraph by his/her supervisor as to a specified gift or favor. Individual administrative units within LADE can impose further restrictions on gifts or favors for employees within the unit.

Work With Professional Organizations and /or Associations

An employee's work with or for an outside professional organization or association does not create a conflict of interest if such work:

(1) Is related to the legitimate professional interest and development of the employee;
(2) Does not interfere with the employee's regular duties;
(3) Does not use LADE materials, facilities, or resources except as provided by LADE.
(4) Does not compete with the work of LADE and is not otherwise contrary to the best interests of LADE; and does not violate federal or state laws.

Reporting Suspected Violations

Alleged violations of this policy and the basis for the allegations shall be communicated, confidentially and preferably (but not necessarily) in writing, to the employee's supervisor or, if that would be problematic, to the Head Administrator or his/her designee. Measures will be taken to ensure that no adverse action is taken, either directly or indirectly, against a complainant who makes allegations in good faith.

Discipline

Engaging in any activity, transaction, or relationship that is adverse to LADE's interests, or failing to make disclosures required by this policy can result in immediate discipline, up to and including termination of employment in accordance with the provisions of the School Personnel Law. LADE can discipline an employee immediately when it has knowledge that the employee has engaged in an activity prohibited by this policy.

Confidentiality

It is extremely important that the policy of LADE protect confidential school, employee, student, and student information. This information is anything LADE considers relevant to its status or operations.

Purpose

All employees must abide by the confidentiality policy to assure the maximum standards of protection will be observed during and after the course of their employment.

Guidelines

The release of confidential information, whether intentional or unintentional, can injure LADE. Confidential information should never be disclosed to any school or individual, including other employees, without proper authorization.

Examples of confidential information:

(1) Personal information about school employees such as medical files, performance evaluations, salary information, workers' compensation claims, application/resume forms, home telephone numbers and addresses, etc.
(2) Student profiles, student contacts, student needs, student payment plans, private telephone, fax numbers, or e-mail addresses.
(3) Financial data or financial matters
(4) The identity of LADE's students' representatives with whom LADE has dealt.
(5) The identity of Esperanza's potential students.

(6) The service proposed to students or potential students.
(7) Material information not disclosed to the public
(8) Communications with school headquarters concerning impending layoffs, legal actions, etc.

The preceding is only a partial list and not intended to be all inclusive of possible confidentiality items.

Credentialing Of Professional Staff

It is the policy of LADE to verify the credentials of all professional and other employees in accordance with licensing and regulatory requirements.

Procedure:

(1) Credentials of all licensed professional and other employees will be verified upon employment with LADE in order to determine the competency of licensed staff. The credentialing process will include the review of:
   a. Current licensure, certification, or registration
   b. Relevant education and training
   c. Relevant experience
   d. Current competence
   e. Peer recommendation
(2) Copies of current staff licenses and verification of renewals of licenses will be maintained in the employees' personnel files.

Dress Code and Personal Appearance of Employees

It is the policy of LADE that each employee's dress, grooming, and personal hygiene should be appropriate to the work situation.

Procedure:

(1) Employees should be clean, neat, and wear attire suitable to their positions.
(2) The personal appearance of LADE employees:
   a. Employees are expected to dress in a manner that is normally acceptable in educational settings. The wearing of suggestive attire or of shorts, sandals, t-shirts, tank tops, strapless tops/dresses, transparent/guardian clothing, cutoffs, jogging suits, tight clothing, and similar items of casual attire is not permitted as they do not present a businesslike appearance. Jewelry should also be appropriate.
   b. Hair should be clean, combed, and neatly trimmed or arranged.
   c. Sideburns, moustaches, and beards should be neatly trimmed.
   d. Shoes must provide safe, secure footing, and offer protection against hazards.
   e. Pants or shorts must be neat, clean, pressed, and be free of holes or tears.
   f. Shirts must be buttoned appropriately.
   g. Tattoos that are inappropriate must be covered. i.e. drugs, sex or any derogatory reference deemed inappropriate by LADE.

(3) Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises.

Employee Classifications for Non-Professional Educators

It is the policy of LADE to assign all employees the regularly scheduled number of hours an employee is hired to work.

Purpose

To inform employees that their employment type will be used to determine their eligibility for certain benefits. In addition, the employee will be classified as an exempt or nonexempt employee according to guidelines established by the Fair Labor Standards Act.

Status

Full-time Employees

Full-time employees are normally scheduled to work a minimum of 28 hours per week on a regular basis. This should not be construed as a guaranteed number of hours to be scheduled, nor should it be construed to mean that a full-time employee is only required to work 28 hours. All full-time employees are entitled to sick time, vacation, and holidays. A full-time employee is eligible for various benefit plans upon meeting the appropriate Eligibility requirements.

Part-time Employees

Part-time employees who work between 1 to 27 hours per week on a regularly scheduled basis are entitled to pro-rated vacation and holiday time only.

Temporary Employees

A temporary employee is hired either full time or part time for a specific period of time, or project, not to exceed three months. At the end of the three-month period an evaluation will be done to determine if the position should be changed to regular full time, part-time status or terminated. The supervisor with the approval of the Head Administrator or his/her designee can make extensions of employment. Employees in this category will not be eligible for vacation, holiday, sick pay or other school benefits.

Short-term Employees

An employee hired for specific periods of time or for the completion of a specific project will be considered short term. Normally, the position will not exceed nine months in duration, unless specifically extended by a written agreement. An example of a short-term position is one that is a defined by a grant period.

Non-Exempt and Exempt Employees

At the time you are hired, you are classified as either non-exempt or exempt. Non-exempt employees are not exempt from (and, therefore, should receive) overtime pay.

Responsibility
It is the responsibility of each supervisor, following verification from Head Administrator or his/her designee, to notify his or her employees of their employment type. Should there be any questions, contact the Head Administrator or his/her designee.

Employment Selection Procedures
It is the policy of LADE to hire the most fully qualified individuals who are reasonably well suited for available positions and whose past employment records and job-related qualifications predict satisfactory performance.

Purpose
To provide guidelines to ensure that the employment process is handled in a uniform manner within LADE and that all federal and state laws are followed appropriately.

Procedure
Listed below is the procedure that must be followed prior to hiring a new employee:

Job Description
Each job in LADE should have a written position description prepared/updated.

Recruitment (Job Posting)
All approved requisitions are posted for a minimum of three days to allow for internal applicants to apply, prior to offering a position to an outside candidate. Head Administrator or his/her designee will review current applications on file and send copies to the supervisor for possible interviews. Head Administrator or his/her designee may also place classified advertising, utilize internet web sites, contact learning institutions, state employment offices, employment agencies or contact other sources where qualified applicants may be available.

Employment Application
The Employment Application form must be filled out and signed by every applicant. Resumes may be accepted in lieu of an Application form for initial screening, but all candidates selected for an interview must complete an application before being interviewed. All data requested on the Employment Application form must be answered and complete.

Retention
Employment Application forms should be kept for a minimum of six (6) months in order to meet federal regulations (whether or not the person is employed) and then destroyed.

Employment Interview
The direct supervisor of the vacant position will conduct an assessment interview to determine whether the prospective employee has the technical competence and personal characteristics and capabilities needed to function as part of the work group. This may be followed by interviews with other appropriate staff, if applicable.

Reference Checks
Three professional references are required to be obtained either by phone or writing

Purpose: To comply with School Personnel Act §22-10A-5.2 NMSA 1978, LADE must check references for any applicants.

Applicant" means an applicant for employment, an individual who is being considered as a contractor, a contractor's employee, or an individual who wants to be a school volunteer who may have unsupervised contact with children or students on school premises.

Policy: La Academia de Esperanza (LADE) is committed to providing a secure and safe environment for students, employees, and the school community. This policy ensures that qualified employees, volunteers, contractors, and contractors' employees are thoroughly vetted to work at the school. LADE will obtain employment histories to protect the school community from individuals who are found to have ethical misconduct or criminal history that may harm students or the school.

Procedure:
Applicant Requirements: LADE will require an applicant to provide:

A. Applicant Ethical Misconduct Statement

(1) A list of the applicant's current and former employers that were schools or that employed the applicant in a position involving unsupervised contact with children or students. The list shall include the name, address, telephone number and other relevant contact information for each of the applicant's listed employers.

(2) A written statement describing whether the applicant:
   a. has ever been under investigation for, or has been found to have violated, any state or federal statute relating to child abuse or neglect, sexual misconduct or any sexual offense, including those offenses prohibited in Chapter 30, Article 3 *[Assault and Battery]*, 3A *[Harassment and Stalking]*, 4 *[Kidnapping]*, 6 *[Crimes Against Children and Dependents]*, 6A *[Sexual Exploitation of Children]*, 9 *[Sexual Offenses]*, 37 *[Sexually Oriented Material Harmful to Minors]*, 37A *[Unauthorized Distribution of Sensitive Images]* or 52 *[Human Trafficking]* NMSA 1978, unless the allegations were false or unsubstantiated;
   b. has ever been under investigation for, or found to have violated, any ethical rule or policy approved by a former employer that previously employed the applicant, unless the allegations were false or unsubstantiated; or
   c. has ever had a professional license or certificate denied, suspended, surrendered, or revoked due to a finding of child abuse or ethical misconduct or while allegations of child abuse or ethical misconduct were pending or under investigation; and

(3) A written authorization that authorizes disclosure of information requested under this policy and the release of related records by the applicant's previous employers. This authorization will release the applicant's previous employers from any liability related to the disclosure or release of records.

(4) LADE will provide a form as part of the application process for applicants to disclose the above information.

B. School Review of Applicant Employment History

(1) For each applicant, LADE will conduct a review of the applicant's employment history and contact the applicant's current and former employers and request:
   a. The applicant's dates of employment; and

b. A written statement describing whether the applicant:
    i. has ever been under investigation for, or has been found to have violated, any state or federal statute relating to child abuse or neglect, sexual misconduct or any sexual offense, including those offenses prohibited in Chapter 30, Article 3 *[Assault and Battery]*, 3A *[Harassment and Stalking]*, 4 *[Kidnapping]*, 6 *[Crimes Against Children and Dependents]*, 6A *[Sexual Exploitation of Children]*, 9 *[Sexual Offenses]*, 37 *[Sexually Oriented Material Harmful to Minors]*, 37A *[Unauthorized Distribution of Sensitive Images]* or 52 *[Human Trafficking]* NMSA 1978, unless the allegations were false or unsubstantiated;
    ii. Has ever been under investigation for, or found to have violated, any ethical rule or policy approved by a former employer that previously employed the applicant, unless the allegations were false or unsubstantiated; or
    iii. Has ever had a professional license or certificate denied, suspended, surrendered, or revoked due to a finding of child abuse or ethical misconduct or while allegations of child abuse or ethical misconduct were pending or under investigation.
c. During the review of the applicant's employment history, LADE will request applicant's current or former employer to disclose any other information the applicant's current or former employer deems pertinent and substantive to the prospective employee's suitability for employment in a position that includes unsupervised contact with children or students.

(2) LADE shall make and document its efforts to:
a. verify the employment information provided under this policy; and
b. obtain from an applicant's current or former out-of-state employer the information required under this policy.

(3) Documentation from the sections above will be placed in an applicant's personnel file, procurement file, or volunteer file if he or she is offered and accepts employment, contract, or volunteer position at LADE. Records will not be kept for applicants who are not offered or do not accept an offer of employment, contract, or volunteer position.

LADE may terminate an individual's employment, contract, or deny a volunteer position or rescind an applicant's offer of employment, offer of a contract, or volunteer position if the applicant is offered or commences employment after the effective date of this policy and information regarding the applicant's history of child abuse or ethical misconduct that is determined to disqualify the applicant from employment, or a contract is subsequently obtained by LADE.

An applicant who provides false information or willfully neglects to disclose information required under this policy shall be subject to discipline including termination or denial of employment. LADE will also report any applicant who provides false information or willfully neglects to disclose information required under this policy to Licensure at the New Mexico Public Education Department.

Applicant Evaluation Form

The Applicant Evaluation form should be completed to aid in determining the applicant's capability for the job.

Credentialing and Verification of Non-Exclusion
If a license, registration, or certification is required for the performance of job duties, such licensure, registration, or certification must be verified prior to employment. Verification can be achieved by sight or telephone. Written verification letters should be sent to the licensure as required.

Final Screening Process
Head Administrator or his/her designee is responsible for review of documents, approval of salary, start date, licensure and credentialing check, and criminal record/motor vehicle record check, if applicable. New employees will meet with Human Resources and the Business Office to complete required paperwork.

Applicants Not Selected
Head Administrator or his/her designee will make a reasonable effort to promptly contact each applicant who was interviewed for a specific open position and not selected for that position.

Employee Privacy
LADE will attempt to respect employee's privacy interests to the extent LADE's interests are also protected.

Guidelines

(1) **References**

a. All written or telephone requests for business references, whether addressed to an individual or LADE, shall be referred to Head Administrator or his/her designee for reply.
b. All information released on employees must be in writing, with a copy retained in the employee's personnel record.
c. Without an employee's prior written authorization or release, Head Administrator or his/her designee will only confirm that the employee does work or has worked at LADE.

(2) **Credit Check**

a. All requests for business credit checks (salary confirmation) shall be referred to Head Administrator or his/her designee for reply when written authorization from the employee has been obtained.
b. Replies to telephone request for salary confirmation shall be limited to confirming title, salary, dates of employment, and employment status.

(3) **Government Inquiries**

a. LADE shall cooperate with federal, state, and local governmental agencies which are investigating an employee if the investigators furnish proper identification and proof of their authority to conduct the investigation.

b. LADE will respond to all requests for information ordered by a court including information sought by subpoena.

(4) **Electronic-Mail** is to be used for business purposes only.
The following are not acceptable uses for e-mail
   a. E-mail messages which are disruptive, reasonably offensive to others or capable of being construed as harassment or disparagement of others.
   b. Personal messages used to solicit for causes that are not school approved.
   c. Accessing another employee's e-mail files without permission with the exception of school management entering for business purposes.
   d. The use of passwords not revealed to LADE is prohibited and can result in disciplinary action.

(5) **Inspection of possessions**
   a. Management retains the right to inspect personal possessions and property including e-mail on school premises. These inspections may be conducted without advance notice, and anyone who does not consent to an inspection when so requested may be subject to discipline, including immediate termination.

Fraternization

LADE always seeks to respect the dignity of its employees. At the same time, when employee conduct, off or on-duty, has the potential to impact the school, or other employees, LADE will need to review that conduct. Thus, occasions may arise when, in order to avoid the appearance of favoritism, maintain management objectivity, maintain the ability to effectively manage employees, safeguard our students, and safeguard our property; the off-duty actions of an employee must be reviewed. These off-duty actions include fraternization between management and employees.

Guidelines

(1) In general, it is against school policy for individuals who have an economic, social, or family relationship to supervise the other or to work in positions that have an audit or control function over the other.
(2) Economic relationships include roommates, landlord-tenant, creditor-debtor, and the like. Social relationships include dating, intimate relationships, close friendships, regular hosting, and frequent attendance at social gatherings together. Family relationships include spouses, parent/guardian-child, siblings, in-laws, aunts, uncles, and stepfamily.
(3) Employees and applicants are expected to disclose these relationships whenever they may come into existence. Failure to do so may lead to discipline. Normally, if these relationships come into existence after employment, an attempt will be made to transfer employees to comparable (but separate) positions to avoid any appearance of favoritism, preferential treatment, or conflict of interest. If a transfer is not possible, the employees may be requested to decide among themselves which individual is to resign.
(4) If the employees are not able to make a decision about who is to resign, LADE may take appropriate action, which can include requiring both employees to resign or requiring one of the individuals to resign based on a neutral factor such as seniority.

(5) This fraternization policy shall be consistent with all applicable laws and does not restrict off-duty conduct, such as religious practices, political activity, or association with protected groups.
(6) Employees on a leave of absence are subject to the same rules as other employees.

Information Systems Privacy

Information Systems are not to be used in a way that may be disruptive, offensive to others, harmful to morale or wastes school time. Examples of violations of this policy include but are not limited to the following: There is to be no display or transmission of sexually explicit images, messages, or cartoons, or any transmission or use of information system communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, or religious or political beliefs. Playing computer games is not permitted. Violation of this policy will result in appropriate disciplinary action.

Definition

Information Systems messages for purposes of this policy include electronic mail messages, Internet, telephones, voice mail, facsimile and copy machines.

Purpose:

It is the policy of LADE to set forth access to and disclosure of information systems message sent or received by school employees who use the information systems and generally on the proper use of systems.

Guidelines*:*

(1) In general, employees should use the information systems for school business only. They should not be used to solicit or proselytize others for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations.
(2) All messages are school records. LADE reserves the right to access and disclose all messages sent over its information systems for any purpose.
(3) For privacy reasons, employees should not attempt to gain access to another employee's personal file of messages without the latter's expressed permission. However, school management reserves the right to enter an employee's e-mail files whenever there is a business need to do so.

E-Mail Usage

(1) Computers and other electronic media are the property of LADE and should be used for the primary purpose of benefiting, enhancing and furthering the mission of LADE.
(2) By using LADE supplied information, technology, facilities and resources, individuals and other entities agree to abide by all applicable policies and procedures adopted by LADE.
(3) By using LADE supplied information, technology, facilities and resources, individuals and other entities agree to abide by and/or with current state and federal laws, including, but not limited to those relating to trademarks, service marks and copyrights, defamation and discrimination.
(4) Users should understand that e-mail transmissions are considered non-confidential communications. E-mail transmissions may be subject to disclosure through legal proceedings or otherwise through various laws which may apply to such transmissions.

(5) Users should understand that authorized LADE personnel must have access to e-mail and related information stored on LADE owned equipment. This access is required for reasons that include retrieving business-related information, troubleshooting hardware and software problems, preventing unauthorized access and system misuse, assuring compliance with software distribution policies, and complying with legal and regulatory requests for information.
(6) Users should understand that LADE reserves the right to monitor all use of e-mail.
(7) Users should understand that individual access to LADE's information technology resources might be terminated at any time due to a violation of this policy.
(8) Users should understand that delivery of e-mail cannot be assured and that recovery of lost e-mail may not be possible.
(9) Users should respect the right of privacy of others and e-mail should not be used to harass, intimidate or interfere with the work of the recipients of e-mail.
(10) Users should refrain from acts that waste LADE resources and prevent others from using LADE's information technology resources in accord with this policy.
(11) E-mail should not be used for private or commercial gain, posting of chain letters, posting or mailing of obscene materials, representing oneself electronically as another user, or configuring hardware or software to intentionally allow access by unauthorized users.
(12) Users should understand that LADE's information technology resources are intended to facilitate the work of LADE. Personal usage by users should be limited and should not interfere with or delay LADE business.

Purpose
To state LADE policies regarding the use of LADE's technology systems relative to e-mail are covered.

Scope
Technology resources provided by LADE and its facilities are made available to employees, professional staff, physicians, and others primarily as tools for enhancing and facilitating treatment of our students and communication, operation, and administration of LADE and its facilities. Uses, which are not directly related to these purposes, shall be considered secondary activities and should such secondary activities in any way interfere with the primary activities, access to LADE technology resources may be terminated immediately. Access to and usage of such resources is a privilege and is not a right; it is therefore deemed appropriate and necessary that certain guidelines for the usage of the e-mail component of LADE's technology resources be set forth and explained.

Computer Software
LADE does not condone the illegal duplication of software and follows the laws regulating copyrights.

Management of Job Related Injury/Illness
LADE provides workers' compensation coverage to all employees. It is the policy to manage the cost associated with this coverage by providing preventive training, monthly inspections and accident claims analysis. Managed medical treatment through regular review and coordination with providers to those employees who are legitimately injured on the job will also be provided.

Eligibility
An agreement for management of claims payment for work related injuries/illnesses has been made with individual workers' compensation insurance companies. All employees are eligible for the workers' compensation program.

Prevention Services
(1) The contracted Insurance Carrier will provide information to designated facility contacts regarding new legislation affecting employee safety and workers' compensation, on measures to reduce and control employee injuries.
(2) The contracted Insurance Carrier will inspect the assigned facilities periodically and provide a written report to the Head Administrator or his/her designee and the Head Administrator or his/her designee department.
(3) Head Administrator or his/her designee will attend safety committee meetings to discuss issues discovered during claims analysis.
(4) The contracted Insurance Carrier will be available for consultation, and resource procurement to prevent and control exposures.

Loss Control
(1) On the job injuries should be reported on the First Report of Injury Form, along with the names of employees, supervisors, and Witness Report of Injury, and faxed to your contact within 24 hours from the time of the injury. Mail the original forms directly to the contact specified in your contracted Insurance Carrier claims manual and retain a copy for your files. In the case of serious injuries, call your contracted Insurance Carrier at the number specified for your facility.
(2) Employees are to keep all medical care provider appointments. This includes but is not limited to, physicians and physical therapists as prescribed by the primary or treating physician. Head Administrator or his/her designee will verify that such appointments were kept. Failure to keep all appointments without a reasonable excuse may affect future workers' compensation benefits.
(3) The contracted Insurance Carrier and Head Administrator or his/her designee will assist employees with coordination of medical treatment to ensure a smooth transition for a return to regular or modified work schedule.

Mandatory Training Requirements
It is the policy of LADE to develop and implement a staff development plan each year that will provide opportunities for all staff to complete the training that is mandated for their position.

Media Relations
It is LADE's policy not to grant interviews to the media by anyone other than the Head Administrator.

Personal Property
It is the policy of LADE to assist its employees in safeguarding their personal property while at work.

Procedure*:*

(1) Employees are expected to exercise reasonable care to safeguard personal items of value brought to work. Such items should never be left unattended or in plain view. LADE does not assume responsibility for the loss of theft of personal belongings. Employees are advised not to carry unnecessary amounts of cash or other valuables with them when they come to work.

(2) Articles of personal property found on the business premises should be returned to the owner, if known, or turned over to Security. Inquiries regarding lost property should also be directed to the Security.

(3) LADE will reimburse employees for damage to their personal property resulting from an accident on the job, provided the accident is not caused by the negligence of the employee.

Personal property is defined as the personal belongings of an employee such as work clothing and glasses. Clothing and personal items such as watches, jewelry, and similar articles which are not appropriate for the performance of work are not covered under this policy. The accident must be reported immediately, and the employee's supervisor must verify the circumstances and the damage.

Serious Diseases

It is the policy of LADE that employees with infectious, long-term, life-threatening or other serious diseases may work as long as they are physically and mentally able to perform the duties of their job without undue risk to their own health or that of other employees or students.

Procedure:

(1) Serious diseases for the purposes of this policy include, but are not limited to, cancer, heart disease, multiple sclerosis, hepatitis, tuberculosis, human immunodeficiency virus ("HIV"), and acquired immune deficiency syndrome ("AIDS").

(2) Employees afflicted with a serious disease are to be treated no differently than any other employee. If the serious disease affects their ability to perform assigned duties, such employees are to be treated like other employees who have disabilities that limit their job performance.

(3) Employees who are diagnosed as having a serious disease and who want an accommodation should inform their supervisor or Head Administrator or his/her designee of their condition as soon as possible. They should review with the employee LADE policies on such issues as employee assistance, leaves and disability, infection control, requesting and granting accommodations, LADE's continuing expectations regarding the employee's performance and attendance, and available benefits.

(4) Employees who have a serious disease and who want an accommodation should provide Head Administrator or his/her designee with any pertinent medical records needed to make decisions regarding job assignments, ability to continue working, or ability to return to work. LADE may also require a doctor's certification of an employee's ability to perform job duties safely. Additionally, LADE may request that an employee submit to a medical examination.

(5) LADE will attempt to maintain the confidentiality of the diagnosis and medical records of employees with serious diseases, unless otherwise required by law. Information relating to an employee's serious disease will not be disclosed to other employees unless the

information is, in the opinion of LADE, necessary to protect the health or safety of the employee, co-workers, or others.

(6) LADE will comply with applicable occupational safety regulations concerning employees exposed to blood or other potentially infectious materials. Universal precautions, engineering and work practice controls, and personal protective equipment will be utilized to limit the spread of diseases in the work place.

(7) Employees concerned about being infected with a serious disease by a co-worker, student, or other person should convey this concern to their supervisor or Head Administrator or his/her designee. Employees who refuse to work with or perform services for a person known or suspected to have a serious disease without first discussing their concern with a supervisor will be subject to discipline, up to and including termination. In addition, where there is little or no evidence of risk of infection to the concerned employee, that employee may be assigned to work with or perform services for any other employee or customer as required by LADE.

Smoking, Tobacco, Non Tobacco Products

It is the policy of LADE to comply with all applicable federal, state, and local regulations regarding smoking, tobacco, and non-tobacco (including, e-cigarettes) use in the workplace and to provide a work environment that promotes productivity and the well-being of its employees.

Procedure*:*

LADE is a non-smoking campus.

Solicitation

It is the policy of LADE to prohibit solicitation and distribution on its premises by non- employees and to permit solicitation and distribution by employees only as outlined below.

Procedure:

(1) LADE limits solicitation and distribution on its premises.

(2) Persons who are not employed by LADE are prohibited from soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except by representatives of suppliers properly identified to the appropriate LADE employee), or engaging in any other solicitation or similar activity on LADE premises.

(3) Employees are permitted to engage in solicitation or distribution of literature for any group or organization including charitable organizations in accordance with the following restrictions:

a. The sale of merchandise is prohibited on LADE premises;
b. Solicitation and distribution of literature are prohibited during the working time of either the employee making the solicitation or distribution, or the targeted employee. The term “working time” does not include an employee’s authorized lunch or rest periods.
c. The solicitation and distribution of religious materials is prohibited on LADE premises.

Termination of Employment
Termination and discharge procedures are in compliance with the School Personnel Act. (22- 10A-2-see Appendix C)

Travel
It is the policy of LADE that business travel must be approved in advance and should be engaged in and reimbursed according to the guidelines below.

Procedure:
(1) Supervisors must approve any employee travel in advance. Under normal circumstances, employees should make all travel arrangements for transportation and lodging using the travel agent specified by LADE.
(2) LADE may issue guidelines specifying or restricting travel booking requirements. Under normal circumstances, employees should use the most expedient mode of transportation available, book the least expensive fares, and stay in and eat at moderately priced establishments.
(3) Employees should provide their supervisors with a copy of their itinerary before leaving on business travel.
(4) Employee expenses for approved travel will be paid or reimbursed when properly documented by the employee and approved by the supervisor. Employees who know or anticipate that they will have a special request for travel expense reimbursement should seek approval for the expense from their supervisor before the expense is incurred.

See *LADE Internal Controls: Per Diem and Mileage Act*

Performance Evaluations
It is the policy of LADE that a job-specific performance evaluation will be conducted for all personnel in accordance with State statute and regulations.

Teacher Professional Development Plans
All Professional Development will reflect the mission, goals and objectives of LADE. The school will actively seek funds for improvement of teaching and learning through high quality professional development activities in core academic subjects through all means available.

Re-Employment
LADE encourages the re-employment of former employees with a good work record. Former employees who gave adequate notice and who left with a satisfactory record are eligible for rehire.

An employee who is rehired within 30 days of termination from any LADE facility will be considered as not having had a break in service.

Use of School Property
Any employee using school-owned equipment/property will complete and sign an agreement form, acknowledging receipt of such equipment and agreeing to return it upon demand.

Procedure
Before removing any school property from LADE premises, an employee will complete and sign the agreement.

An agreement will be required to remove any school property of value of more than $5.00 or security items (keys, badges, etc.).

LADE will maintain all necessary forms and documentation relating to employee's use of school property away from school premises.

School property will be returned upon demand, but in no event will this be later than the employee's last day of employment. Failure of an employee to return school property on demand will be reported to the Head Administrator or his/her designee.

Use of School Vehicles
It is the policy of LADE to ensure that only school employees who are authorized to do so while engaged in school business use school vehicles.

Purpose
To assure that all employees are aware of the rules, involving their use of school vehicles.

Guidelines
(1) Employees whose duties require the operation of a vehicle on school business are required to possess a valid driver's license and must have completed the required facility driver safety training.
(2) Any fines incurred as a result of driving, or the driver will pay parking violations.
(3) Time spent by an employee driving a school vehicle on school business during normal working hours will be considered hours worked for pay purposes.
(4) LADE expenses directly related to the operation of a school vehicle, paid for by the employee, will reimburse the cost of gasoline or other.
(5) The employee will report any malfunctions or maintenance requirements and complete the pre and post checklists.
(6) The employee will immediately report any accident, regardless of the extent of damage or lack of injuries, to the responsible supervisor.
(7) In the event of an accident, employees are expected to cooperate fully with authorities.

Workers' Compensation
LADE provides workers' compensation coverage to all employees according to relevant state statutes. It is the policy to provide medical treatment and/or income benefits at no cost to those employees who are legitimately injured on the job.

Definitions
(1) A Work Related Injury (WRI) is defined as a physical injury or occupational disease incurred by an employee during the course and scope of their employment as specifically defined by the appropriate laws of each state.
(2) Occupational Disease means a disease arising out of and in the course of employment that causes damage or harm to the physical structure of the body.

(3) Compensable Lost Time means the required amount of lost time from work due to the WRI in order to receive indemnity payments by the workers' compensation carrier according to each facility's state workers' compensation regulations.
(4) A Medical Only claim means a WRI requiring medical treatment by a health care provider and there is no compensable lost time.
(5) Retro Period means the lost workdays an employee must accrue due to the WRI before indemnity payments are processed for the waiting period.
(6) The waiting Period is the total number of days an employee is off work due to a WRI before indemnity payments begin by the workers' compensation carrier according to each facility's state workers' compensation regulations.

Procedure

Timely reporting of a WRI to persons designated in each LADE facility is the responsibility of each Facility Head Administrator or his/her designee.

(1) Reporting: Regardless of nature or severity, all injuries incurred while on the job must be reported immediately to the employee's supervisor. Any employee who fails to report an injury during the shift in which the injury was incurred may be subject to disciplinary action. The supervisor is to notify the appropriate staff immediately by phone and follow up with the incident report.
(2) Employee Accident Report: Within 12 hours after a WRI an Employer's First Report of Injury should be completed by the employee's supervisor. This report is a factual description of the WRI.
(3) State Required First Report of WRI: If the WRI causes the employee to be away from the job for one or more days, the Head Administrator or his/her designee Representative must complete and process the required reporting form according to that state's regulations.
(4) Physician Statement/Work Release: When a WRI requires medical treatment, a copy of the Physician Statement/Work Release form must be taken by the employee for completion by the medical care provider. The Physician Statement/Work Release form is to be returned to the supervisor or Head Administrator or his/her designee Representative before the employee is allowed to return to full or modified duty. Employees unable to return to work must return a completed form after each medical treatment.
(5) Compensable Lost Time: Employees may be paid from their accrued sick leave provided their absence will not last longer than the state required waiting period for compensable lost time. Once the waiting period is exhausted, the absence becomes a compensable lost time claim and indemnity payments begin. Employees with "compensable lost time" claims are to be changed on the payroll system. Payroll Action Code 04 will place the employees under Occupational Illness status, and they should remain in this status until their release to full or modified duty.
(6) Medical Only: The state required report of WRI form must be completed for injuries with medical expenses but no compensable time. This form is sent to the workers' compensation carrier.
(7) Supplemental Record: Each time an employee returns to work from an injury, either full or modified duty, or again accrues lost time, LADE must complete and send a supplemental record (as required by each state) to the carrier.

(8) Wage Statement: Facility will be required to file this form when an injury results in compensable lost time within the timeframe required by state regulations.
(9) During a WRI, employees will not earn benefits but will continue to accrue service. Employees out of work due to a WRI will not be eligible to accrue or use vacation, holiday, or other disability benefits or be paid in lieu of receiving these benefits. Sick leave benefits may be used during the waiting period only.
(10) Employees will be able to continue all health benefits in effect prior to the WRI. Employees will be required to pay the premiums at the same rate deducted from their paychecks to the Head Administrator or his/her designee Representative prior to the month for which coverage is being provided. Any employee's failure to make the appropriate payments in a timely manner may result in loss of coverage for the employee and/or dependents until all past due amounts are paid. The Head Administrator or his/her designee Representative is responsible to notify plan Head Administrator or his/her designee of any changes in coverage and to deposit payments with LADE accounting department.
(11) Employees who are determined by the appropriate state to have abused the Workers' Compensation benefits system by filing or conspiring in fraudulent claims will be considered candidates for termination. LADE will take a proactive position regarding any fines and/or jail terms that may be imposed on the offenders by the applicable states.

Reinstatement/Termination

(1) Before returning from a WRI, the employee will be required to return the "Physician Statement/Work Release" form (HA-056) or evidence from the applicable state hearing, releasing the employee to full duty with no restrictions or modified duty with the exact restrictions listed.
(2) Modified Duty: Facilities will make a concerted effort to provide modified duty positions for employees who are released by their treating physicians with restrictions. Employees will be paid at their pre-injury hourly rate for hours worked during the temporary assignment for no more than 30 days.
(3) If an employee is able to return to "modified duty" but is unable to return to the same or equivalent job, the employee may decline and elect an unpaid leave of absence under the FMLA leave policy. However, if the employee refuses "modified duty" work, the workers' compensation benefits shall be suspended (subject to state law restrictions).
(4) If the employee requests the FMLA leave, the employee will be required to utilize all accrued vacation and sick leave as outlined in the FMLA policy to continue to receive paid leave.
(5) Full Duty Releases: The appropriate supervisor and/or department manager will be notified by the Head Administrator or his/her designee representative when an employee with a WRI has been released for full duty with no restrictions. Employees returning from a WRI will not necessarily be entitled to return to the prior position. However, reasonable efforts will be made to place employees in the same or similar positions. If a position is not available, the Head Administrator or his/her designee representative will inform employees of any alternate positions which may be available upon release to unrestricted full duty. The employee will proceed through the regular interview process with any other applicants. If an alternate position is offered and accepted, the employee will be paid according to the rate of the new position. Once reinstated, the necessary payroll changes will be made.

(6) Employees who wish to voluntarily resign while absent from work due to a WRI may do so. Resigning employees will be entitled to receive pay for accrued unused vacation time. Continued medical benefits through COBRA will be determined based on circumstances by the Standard Insurance Co. Employees who resign will still need to notify the Head Administrator or his/her designee Representative of their work release status.
(7) Employees will not be discriminated against for filing a Workers' Compensation claim. Employees will not be terminated for being absent due to a WRI. An employee missing work due to a WRI will remain on payroll as outlined in paragraph 6 until the employee returns to work, voluntarily resigns, or a final resolution of the employee's workers' compensation claim is issued by the appropriate state.
(8) Any questions or needed clarifications should be directed to Head Administrator or his/her designee.

Employee Dispute Resolution/Grievance Process

Purpose

The purpose of this policy is to provide an accessible and fair procedure for the reporting and resolution of legitimate employment-related concerns of LADE employees in a timely and equitable manner. The Governing Council recognizes that most personnel issues encountered by employees arise from lack of communication. This procedure is designed to incorporate both informal and formal processes for promoting or restoring such communication so that issues may be resolved and productive working relationships may be resumed.

LADE will establish a fair procedure to ensure that all teachers and school employees may bring legitimate complaints and disputes to the appropriate authority in order to secure equitable solutions. Complaints and disputes involving alleged acts of discrimination on the basis of race, sex, national origin, age, or handicap are processed through the Head Administrator or his/her designee.

Definitions

(1) "Grievant" shall mean an employee who is personally and directly affected by a condition for which he or she seeks a resolution.
(2) A "grievance" shall be an allegation by an employee or a group of employees that the treatment he or she has received from a supervisor is unfair or improper, or that there has been a violation, misinterpretation, or inequitable application of policy, administrative rule, or procedure, that directly and adversely affects the grievant(s).
(3) "Mediation" is the confidential process by which an impartial third party or a team of co-mediators facilitates a mutually acceptable resolution between the parties. The mediator may be a staff person trained in mediation, or a professional external neutral, or a combination.
(4) "Parties in interest" shall be the grievant and the supervisor or other employee(s) of the school whose actions or conduct are the subject of the grievance.
(5) "Relief" shall mean the recommended resolution by the grievant.
(6) "Resolution" shall mean the written decision by the appropriate administrator in response to the grievance.
(7) "Supervisor" means that person who has direct authority over the employee, including evaluative and disciplinary authority.

Limitations

The following situations are not grievable under this policy:

(1) The contents of an evaluation or the discretionary act(s) of professional judgment relating to the evaluation of the work performance of any employee by his/her immediate supervisor;
(2) Discharge or termination decisions made by the Head Administrator or the governing council;
(3) Situations in which the remedy for the alleged violation resides exclusively in some person, agency, or authority other than LADE, its Head Administrator or Governing Council;
(4) A former employee cannot file a grievance after the effective date of separation from employment.

General Procedures and Requirements

(1) Effort to resolve the grievance informally must be attempted within 10 days of the date upon which the grievant should reasonably have been aware of the circumstance causing the grievance, and prior to the filing of a formal grievance at Level 1.
(2) A formal Level 1 grievance must be filed within 3 work days of the conclusion of the informal process, unless an extension has been agreed by the parties as per General Procedures #3.
(3) Time limits at any level may be extended by mutual written agreement between the grievant and the administrator receiving the grievance at that level.
(4) A complaint regarding an alleged act of discrimination on the basis of race, gender, national origin, age, or handicap, or a complaint regarding alleged sexual harassment, where the immediate supervisor is the subject of the complaint, shall be filed at formal Level 1 with the Head Administrator or his/her designee.
(5) No employee shall suffer retaliation, recrimination, discrimination, harassment, or be otherwise adversely affected because of his/her use of or participation in this grievance process.
(6) Whenever possible, any grievance conference, mediation, or hearing at any level shall be scheduled during a mutually convenient time that does not conflict with the regularly scheduled school program.
(7) All expenses shall be borne by the school when hearings, mediation, or conferences must be scheduled during the school day.
(8) A grievant shall have the right to bring such witnesses as are willing to testify in his/her behalf. Any necessary substitutes or release time shall be provided with all expenses borne by the school.
(9) A separate file shall be maintained by the school for grievances. All documents produced during the grievance process, including any documents relating to mediation, shall be filed therein. This file shall not become part of the employee's personnel file and shall not be included when authorized individuals seek legitimate access to the employee's personnel file.
(10) The grievant must exhaust internal remedy through this grievance procedure before seeking remedy in outside administrative agency or court.
(11) All parties shall maintain confidentiality regarding grievance proceedings. The resolution of the grievance shall be made public only upon written agreement between the grievant and the Head Administrator, or unless the grievant pursues outside remedy after exhaustion of the internal grievance process.
(12) All parties shall maintain confidentiality regarding settlement achieved through mediation.

The mediator, mediation process or settlement achieved shall not be subject to review, discovery, witness, or testimony in the event the grievant pursues outside remedy after exhaustion of the internal grievance process.

(13) The grievant may withdraw the grievance, with prejudice, at any time, by indicating in writing his/her intent to do so. A grievance will be considered withdrawn if the grievant fails to pursue his/her grievance by timely filing at the next level. A grievance will be considered resolved upon the grievant's acceptance of mediation settlement or resolution at any level. A withdrawn or resolved grievance may not be pursued at a later date unless precipitated by a new circumstance.

(14) The grievant may pursue the grievance to the next step in the absence of a timely response.

(15) All grievances shall be filed and processed on grievance forms prepared by the school and available in the office of the Head Administrator or from his/her designee.

(16) As the intention of this process is to resolve issues internally, legal counsel shall not be admitted at any level of the grievance proceedings.

(17) The mediator or hearing officer may not change or add to policies, procedures, or administrative rules.

(18) The tone of all parties involved in this process shall be professional, respectful, and focused upon conciliation and resolution. Any party has the right to request a "time out" and the session will be rescheduled within 2 work days.

Process

Informal Process 1 - Self Assessment

(1) The employee is encouraged to consider, individually and personally, his/her role in the situation creating concern, complaint, or grievance. *What are the issues? How did my response, behavior, attitude contribute to the situation? What could I have done differently? What are my motives if I choose to pursue this issue?*

(2) If this self-evaluation yields a decision to pursue the issue through this process, the employee is encouraged to do so with the goal of resolution, conciliation, and maintenance of professional and productive working relationships, rather than retribution.

Informal Process 2 – Dialogue

(1) Prior to the filing of a formal written grievance, and within 10 days of the date upon which the grievant should reasonably have been aware of the circumstance causing the grievance, the employee shall first discuss the issue with his/her immediate supervisor, or the person who has the authority to resolve the issue, if this authority resides in a person other than the immediate supervisor.

(2) If the issue is between two employees, a good-faith effort to resolve the issue through self-mediation is recommended but not required. If self-mediation is not appropriate or successful, the employee pursuing the grievance shall have the dialogue with his/her immediate supervisor.

(3) In the case of a claim of discrimination or sexual harassment in which the grievant's supervisor is the subject of the claim, the grievant shall initiate the dialogue with the Head Administrator or his/her designee.
(4) The employee may, at any time, discuss the situation informally with the Head Administrator or his/her designee. Such discussion shall not eliminate the requirement for dialogue with the immediate supervisor, as called for by this section; nor shall such discussion be cause for the Head Administrator or designee to recuse him/herself from participation or decision-making as called for in subsequent levels of this procedure.

Formal Level 1- Supervisor

(1) If the grievance is not resolved through informal dialogue, and the grievant wishes to proceed with the process, the grievant shall file a written grievance with his/her immediate supervisor within 3 workdays of the conclusion of the informal process above, or longer if an extension has been agreed.
(2) In the case of a claim of discrimination or sexual harassment in which the grievant's supervisor is the subject of the claim, the grievant shall file the grievance with the Head Administrator or his/her designee.
(3) The supervisor shall communicate his/her response and proposed resolution to the grievant, in writing, within 5 workdays of receipt of the written grievance.

Formal Level 2 – Mediation

(1) If the grievant is not satisfied with the supervisor's response, or if the supervisor fails to issue a timely written response, and the grievant wishes to proceed with the process, the grievant shall, within 5 workdays after the response was rendered or due, submit a Request for Mediation to the Head Administrator or his/her designee.
(2) An internal mediator or co-mediators shall be appointed by the Head Administrator or his/her designee by rotation through a panel of trained internal mediators. Internal mediators may be any classification of school employee, including administrators. The name(s) of the mediator(s) shall be shared with all parties in interest to the mediation. If any party, including the potential mediator(s), can demonstrate a conflict of interest, the next mediator on the panel shall be appointed.
(3) The Head Administrator or designee has the sole discretion and authority to engage the services of a professional external mediator as an alternative to internal mediation.
(4) The mediator(s) shall be provided with the employee's initial grievance, the supervisor's response, and the employee's Request for Mediation.
(5) The mediation shall be conducted within 10 workdays of submission of the request.
(6) All parties shall maintain confidentiality regarding settlement achieved through mediation. The mediator(s) shall not discuss the process or substance of the mediation with the Head Administrator outside of the mediation. Any settlement achieved shall be shared only with those who need to know in order to effectuate the settlement and shall be filed in the separate grievance file.
(7) The mediator, mediation process or settlement achieved shall not be subject to review, discovery, witness, or testimony in the event the grievant pursues outside remedy after exhaustion of the internal grievance process.

Formal Level 3 – Hearing

(1) In the event that a mutually satisfactory resolution is not achieved through mediation, and the grievant wishes to proceed with the process, the grievant shall, within 5 workdays of the

mediation, submit a Request for Hearing to the Head Administrator or designee. In the event that the grievant can demonstrate that a settlement achieved through mediation has been violated within 30 days of the settlement, the grievant may submit a Request for Hearing.

(2) The Head Administrator or designee shall serve as Hearing Officer and shall conduct a closed, informal hearing within 5 workdays of receipt of the request. The Head Administrator or designee has the sole discretion and authority to engage the services of a professional external hearing officer.

(3) In the event that release time or substitute employees may be necessary, the parties in interest shall provide a list of witnesses to the Hearing Officer a minimum of 2 workdays prior to the hearing. The parties shall, at the same time, indicate the name of a representative or advocate, if any. Legal counsel shall not be admitted to the grievance hearing proceedings.

(4) The procedure for the hearing is as follows:
   a. The grievant shall present his/her grievance first, through oral statement, documentation, evidence, testimony of witnesses, etc.
   b. The other party(ies) in interest to the grievance shall present their responses, which may also include documentation, evidence, testimony, etc.
   c. The Hearing Officer may ask any questions deemed necessary of parties or witnesses.
   d. The Hearing Officer shall make arrangements for a taped recording or written minutes of the proceedings. A verbatim written transcript is not required; any minutes or other written record shall fairly reflect the substance of the hearing.

(5) The Hearing Officer may not change, add to or delete from existing policies, administrative rules, or procedures of LADE. The Hearing Officer shall issue a written resolution, including a determination of relief, if appropriate, regardless of the relief requested, and shall send it to all parties in interest within 5 workdays of the hearing. The Hearing Officer's decision shall be final and conclude the internal dispute resolution/grievance process.

(6) All parties shall maintain confidentiality regarding grievance proceedings. The resolution of the grievance shall be made public only upon written agreement between the grievant and the Head Administrator, or unless the grievant pursues outside remedy after exhaustion of the internal grievance process.

LA ACADEMIA DE ESPERANZA

Employee Dispute Resolution/Grievance Process

Grievance – Formal Level 1 – Supervisor

After thoughtful consideration and efforts at informal dialogue, and with the goal of conciliation and resumption of professional and productive working relationships, I hereby seek resolution of the following grievance:

Grievant name_____

Position_____ Phone #_____

Directions: *Include time, location, names of witnesses, if any, names of parties in interest.*

Attach additional pages, if necessary.

Attach copy of policy, procedure, or rule, if any, claimed to have been violated, misinterpreted, or inequitably applied.

Attach any additional relevant documentation.

Submit one copy to the Head Administrator.

Keep one copy.

Date of incident causing grievance: _____

Describe incident: _____

_____

Names of witnesses_____

_____

Names of other parties involved_____

_____

Describe policy, procedure, or rule, if any, claimed to have been violated, misinterpreted, or misapplied_____

Date of Informal Dialogue:_____

Names of parties engaging in informal dialogue: _____

_____

Relief/remedy sought: _____

_____

Signature of grievant: _____ Date: _____

Signature of supervisor: _____ Date: _____

LA ACADEMIA DE ESPERANZA

Employee Dispute Resolution/Grievance Process

Supervisor's Response – Formal Level 1

Grievant name_____

Position_____ Phone #_____

Date of submission of grievance: _____

Supervisor's Response: _____

_____

Relief/remedy:_____

_____

_____

_____

_____

_____ _____

Signature of supervisor or administrator Date

Request for Mediation – Formal Level 2

I have received the supervisor's response to my grievance. After thoughtful consideration, and with the goal of conciliation and maintenance of professional and productive working relationships, I hereby seek mediation so that mutual resolution may be achieved for this grievance.

_____ _____

Signature of grievant Date

_____ _____

Signature of Head Administrator or designee Date

For administrative use:

Mediator assigned: _____ *Date:* _____

Full disclosure of potential conflicts of interest (attach, if any): _____

Accepted by parties: _____ *Date:* _____

Agreement to mediate signed: _____ *Date:* _____

Date of mediation: _____

LA ACADEMIA DE ESPERANZA

Employee Dispute Resolution/Grievance Process

Agreement to Mediate

1. We, the undersigned parties, are currently engaged in a dispute with one another, and we hereby submit this dispute for mediation.
2. We understand that mediation is a required step in the LADE Employee Dispute Resolution/Grievance Process, and we agree to make a good faith effort to resolve this dispute through mediation in a conciliatory, respectful, professional, and non-adversarial manner. We recognize that we each must acknowledge our share of responsibility for the issues in dispute.
3. We recognize that mediation is a confidential process by which an impartial third party or a team of co-mediators will attempt to facilitate a mutually acceptable resolution. The mediator will not impose a resolution, nor does the mediator have authority to change or add to existing policies or administrative rules. We take full ownership of a settlement thus achieved, including any compromise from our initial request for remedy.
4. The mediator may be any classification of staff person trained in mediation, or a professional external neutral, or a combination. The Head Administrator or designee shall have the sole authority to appoint an internal mediator or to engage the services of a professional external neutral.
5. The name(s) of the mediator(s) has been shared with us. We understand that the mediator(s) have provided full disclosure of any potential conflict, and we can demonstrate no conflict of interest.
6. We agree to maintain confidentiality regarding settlement achieved through mediation. We understand that the mediator(s) shall not discuss the process or substance of the mediation with the Head Administrator outside of the mediation. We understand that any settlement achieved shall be shared only with those who need to know in order to effectuate the settlement, and shall be filed in the separate grievance file.
7. We agree that the mediator, mediation process or settlement achieved shall not be subject to review, discovery, witness, or testimony in the event that I/we pursue outside remedy after exhaustion of the internal grievance process.

Signatures: Dates:

Grievant _____ _____

Party in interest _____ _____

Party in interest _____ _____

Mediator _____ _____

Mediator _____ _____

LA ACADEMIA DE ESPERANZA

Employee Dispute Resolution/Grievance Process

Request for Hearing – Formal Level 3

Name of grievant: _____

Position: _____ Phone #: _____

Check one: _____ Resolution of this grievance was not achieved through mediation.

_____ Settlement achieved through mediation has been violated.

Date of mediation: _____

Date of violation of settlement: _____ *Describe alleged violation:* _____

_____

_____

_____

After thoughtful consideration, and with the goal of conciliation and maintenance of professional and productive working relationships, I hereby seek a hearing and request that the hearing officer determine the final resolution to this grievance. I understand that this hearing concludes the LADE internal employee dispute resolution/grievance process.

_____ _____

Signature of grievant Date

_____ _____

Signature of Head Administrator or designee Date

For administrative use:

Hearing officer: _____ *Date of hearing:* _____

Hearing Officer's Resolution – Formal Level 3

Please attach additional pages, if necessary. Please send a copy of this resolution to the Head Administrator or designee and all parties in interest within 5 work days of the hearing.

Hearing officer's response:_____

_____

_____

_____

Determination of relief/remedy:_____

_____

_____

_____

_____ _____

Signature of hearing officer Date

Maintenance of Work Areas
It is the policy of LADE that work areas must be kept clean and orderly at all times.

Safety
It is the policy of LADE to have each employee accept and follow established safety regulations and procedures in order to ensure a safe work environment.

Procedure

(1) **Working Safely** - Start work on any machine only after safety procedures and requirements have been explained. Immediately report any suspected hazards and all accidents to your supervisor
(2) **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.
(3) **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.
(4) **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. Be aware of special procedures that involve the safety of our students.
(5) **Cleaning up –**To prevent slips and tripping, clean up spills and pick up debris immediately.
(6) **Preventing Falls –** Keep aisles, work places and stairways clean, clear and well lighted. Walk, don't run. Watch your step.
(7) **Handling Tools –** Exercise caution when handling objects and tools. Do not use broken, defective or greasy tools. Use tools for their intended purposes only. Wear safety glasses or goggles whenever using a power tool.
(8) **Falling Objects-** Store objects and tools where they won't fall. Do not store heavy objects or glass on high shelves.
(9) **Work Areas –** Keep cabinet doors and file and desk drawers closed when not in use. Remove or pad torn, sharp corners and edges.
(10) **Using Ladders -** Place ladders securely. Do not stand on boxes, chairs or other devices not intended to be used as ladders.
(11) **Machine Guards –** Keep guards in place at all times. Do not clean machinery while it is running. Lock all disconnect switches while making repairs or cleaning
(12) **Personal Protective Equipment –** Always wear or use appropriate safety equipment as required in your work. Wear appropriate personal protective equipment, like shoes, hats, gloves, goggles, spats and hearing protectors in designated areas or when working on an operation which is potentially hazardous. Also, wear gloves whenever handling castings, scrap, or barrels.
(13) **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.
(14) **Fire Extinguishers –**Know where fire extinguishers are and how to use them
(15) **Report Injuries –** Immediately report all injuries, no matter how slight.

(16) **Office Safety –** Arrange office space to avoid hazards that could cause tripping, such as telephone cords or electrical cords

(17) **Property and Equipment Care –** Under no circumstances should you start or operate a machine you deem unsafe, nor should you adjust or modify the safeguards provides. Do not attempt to use any machine or equipment you do not know how to operate, or if you have not completed training on the proper use of the machine or equipment

(18) **Operation of Machines and Equipment –** Make sure machine guards are in place, remove loose clothing, jewelry or rings, wear steel toe shoes and prescription eye protection if required.

(19) **Security –** Always keep cash properly secured, know the location of all alarms and fire extinguishers, when you leave LADE premises make sure that all entrances are properly locked and secured if appropriate.

Participation in Community Affairs

It is the policy of LADE to encourage employees to participate in the community service affairs of charitable, educational, religious, fraternal, and civic organizations.

Procedure:

(1) Employee participation in community activities must not adversely affect the employee's job performance, be detrimental to LADE's interests or reputation, or place the employee in the position of serving conflicting interests.

(2) Time spent on community affairs, when not undertaken at the request of management, should normally be outside of the employee's regular working hours will not be considered hours of work for pay purposes.

(3) LADE may identify certain community activities in which it

(4) wants to be represented and then designate the employees it will sponsor for participation or membership in such organizations. Employees so designated will represent LADE in the organization and will be expected to promote LADE's interests. Under these circumstances, time spent on the community activity will be considered hours worked for pay purposes.

(5) Employees planning to campaign for, seek, or accept appointments to public office must give prior notice of their intentions to Head Administrator or his/her designee. The Head Administrator or his/her designee will review with the employee LADE's continuing requirements to avoid conflicts of interest and to maintain satisfactory attendance, effort, and performance standards. Employees engaging in political activities must do so as individuals on their own time, not as representatives of LADE, and may make no representations otherwise.

Outside Requests for Information or Testimony

It is the policy of LADE that no employee is to make a signed, recorded or verbal statement to outside parties regarding any student's education without the knowledge and consent of the Head Administrator or his/her designee.

Application

The Head Administrator or his/her designee shall ensure that any information or testimony required by a court or governmental or requested by attorneys, insurance companies,

independent adjusting services, etc., representing third parties is withheld until release is approved by the school attorney.

This policy includes but is not limited to subpoenas or other requests for: civil, criminal, probate/family court appearances, adversarial commitment hearings, administrative or proceedings and investigations, depositions, affidavits, production of documents and records, and verbal, written, audio-taped, or videotaped statements.

This policy is not intended to apply to the general business affairs of LADE such as routine reporting and inquiries by third party payers, routine accreditation and licensing activities, properly executed student release of records or information, or standard student admission, transfer and discharge communications.

Student Records Policy

Student records kept by LADE will be open to review by parent/guardians or guardians and/or students and will be treated as prescribed by the Family Educational Rights and Privacy Act of 1974 (FERPA) as amended, New Mexico Public Education Department regulations, and other existing law. If there are apparent/guardian conflicts among the various statutes, the provisions of FERPA will prevail.

Custodian of Public Records

The official Custodian of Public Records for the District will be the Head Administrator of LADE. As required in the Inspection of Public Records Act, this office will be responsible for (1) receiving and responding to requests to inspect public records; (2) providing proper and reasonable opportunities to inspect public records; and (3) providing reasonable facilities to make or furnish copies of the public records during usual business hours.

Release of Student Lists or Directories

AED, in compliance with the Family Education Rights and Privacy Act of 1974 (FERPA), as amended, will allow the release of directory information about LADE students to those persons or organizations having a legal right to know, a demonstrated need to know, and/or a genuine educational interest. In the case of divorced parent/guardians, custodial parent/guardians will have to sign a release before LADE could release student records to the non-custodial parent/guardian. Any releases of student data by LADE will error on the side of precaution to ensure that the student's rights to privacy are adequately protected.

Request for Student Lists

Firms or agencies must submit requests for student lists or rosters in writing to the school Head Administrator.

Procedures to be followed are those outlined in the *LADE Student Behavior Handbook* Student directory information may be released without prior consent unless the parent/guardian or student informs the Head Administrator within a reasonable period of time that any or all of the information should not be released without prior consent.

Releasing student rosters should be approved by the LADE Head Administrator who will release approved rosters.

Inquiries Regarding Student Information or Student Records

LADE employees may be contacted with regard to legal matters to which LADE is not a party. Examples include:

(1) Divorce cases or child custody disputes. Attorneys for one of the parent/guardians may contact teachers, counselors, nurses, Head Administrators, diagnosticians, etc., by phone and inquire about a particular child.
(2) LADE personnel may be contacted by attorneys involved in the defense or prosecution of juveniles.
(3) LADE personnel may be contacted when a child's parent/guardians sue a doctor or hospital for malpractice which allegedly resulted in injury to the child.

LADE prefers that LADE personnel not become involved in legal disputes or other matters in which LADE is not a party to the legal action. LADE employees are discouraged from meeting or talking with anyone other than a student's parent/guardian or guardian about a particular student. In particular, LADE personnel are discouraged from being involved in disputes between parent/guardians. In all cases, LADE personnel are directed to refrain from volunteering information to **anyone** whom they do not know personally over the phone. In every case where LADE employees are contacted by an attorney, attorney's agent, or any officer of the court regarding LADE students, personnel, or other district business, they should refer that inquiry to their immediate supervisor. The supervisors are to contact the Head Administrator of LADE.

Severe Weather and Emergency Conditions

In the event of severe weather conditions or other emergencies, the Head Administrator may decide to close all or part of LADE for the day. You will be notified through a chain phone list if it is prior to the workday, or if during the day, as soon as possible. Regular employees who are sent home early will not lose pay as a result of early dismissal for this reason.

Weapons

LADE prohibits all persons who enter its property from carrying a handgun, firearm, or other prohibited weapon of any kind regardless of whether the person is licensed to carry the weapon or not. The only exception to this policy will be police officers or other security personnel.

Fire Prevention

All employees will attend training on use of fire extinguishers and procedures to follow in case of fire and fire drills.

Emergency Evacuation

All Staff and Students will be educated and participate in drills for the various emergency procedures. A copy of the Safety Management Plan will be maintained in all school work areas.

LADE WAGE AND SALARY ADMINISTRATION

Compensation Policy
Compensation is defined as a combination of base salary, additional increments, and benefits including ERB and an optional 403(b).

Compensation will be based on experience and performance of the individual and at the discretion of the Governing Council, within the approved budget. Teacher salaries are based on upon Level I, II or III licensure as well as years of experience and degree earned.

Wage and Salary Administration
It is the policy of LADE to provide compensation for employees that is fairly administered and fully competitive with wages and salaries paid for comparable position responsibility in the local area. This applies to all employees.

Wage Adjustments/General Increases
Periodic wage reviews are done by the Governing Council.

Salary Administration
It is the policy of LADE to pay compensation that is nondiscriminatory and competitive with rates being paid for similar jobs by other employers in the community. However, all compensation policy decisions must take into consideration LADE's overall economic condition.

Pay Periods and Pay Checks
It is the policy of LADE to explain pay periods and paycheck distributions to employees.
(1) If an employee chooses to have another individual pick up his or her paycheck, then the individual must have a signed note from the employee giving them authorization to receive the check.
(2) Employees must pick up their paycheck after 12:00 noon on payday from the Head Administrator or his/her designee. If an employee believes that his or her paycheck contains an error, the employee should notify the Head Administrator.
(3) Final paychecks will be distributed by Head Administrator or his/her designee in accordance with applicable state and federal laws.

Pay Practices
It is the policy of LADE to assure that all employees are paid in accordance with applicable state and federal laws and to ensure uniform application of school pay practices.

Deductions
By law, LADE shall be required to deduct, where applicable, federal and state withholding taxes, Social Security taxes and garnishments from an employee's pay.
Head Administrator or his/her designee shall give an employee written notification of a garnishment received by LADE and will send a copy to payroll for implementation.
In addition, there are other payroll deductions which may be made when authorized in writing by an employee, such as: 1) group health insurance premium; 2) credit union; 3) group life insurance and other group insurance premiums; 4) Retirement Savings Plan; 5) meal ticket charges; 6) etc.

LADE Employment Benefits

Benefits Policy
Employees shall be entitled to receive benefits including, but not limited to Educator's Retirement Board fund, paid sick leave, health insurance, and an optional 403(b). Health benefits will be provided by enrollment in NMPSIA.

Leave of Absence Policy
Employees will be granted Leave of Absence in accord with *Family and Medical Leave Act of 1993*(FMLA).

In addition to the provision of the FMLA, each employee receives 10 medical leave days per year, if needed. Medical leave does accrue.

Employees of LADE can, with approval from the Head Administrator, seek other unpaid leaves of absence.

Disclosure of Benefits
It is the policy of LADE to provide its employees with various health and savings benefits. Information and summary communications intended to explain these benefit plans are furnished to all plan participants and beneficiaries on a timely and continuing basis.

Educator Retirement Plan
LADE has a retirement plan to provide eligible employees with a monthly pension benefit upon retirement. LADE and its employees (those who work more than 25% of the time) are required by State law to contribute to this retirement plan operated by the Education Retirement Board. LADE and all its employees are required to contribute .65% of each paycheck by State law to the retirement plan operated by the Educational Retirement Authority.

Bereavement (Funeral)
It is the policy of LADE to permit employees to be absent from work on a short-term basis because of a death in the employee's immediate family. Immediate family is defined as a spouse, child (stepchild), mother, father, brother, sister, mother in law, father in law, son in law, daughter in law, step parent/guardian, grandchild, grandparent/guardian or other relatives who live in the employee's home. To help employees maintain their income during authorized absences, LADE will provide compensation according to the guidelines below.

Eligibility
Regular full time employees who have completed three (3) months of employment and who experience a death in the immediate family shall be eligible to take a paid bereavement leave.

Duration
Paid bereavement leave shall be granted for a maximum of three (3) workdays.

Procedure
A Leave of Absence Request form should be completed by the employee and submitted to the Head Administrator or his/her designee. Verification of death may be required, as well as, how the employee is related to the deceased. The request form should then be forwarded

to the Head Administrator or his/her designee and maintained in the employee's personnel file.

Extended Medical Leave
An extended medical leave is an approved absence available to eligible employees who have exhausted FMLA leave and continue to suffer from a serious health condition. A serious health condition shall be defined under FMLA Law. A Leave of Absence application shall be completed and returned to the Head Administrator or his/her designee.

Eligibility
FMLA leave will be provided in accordance with Federal law.

Individual Consideration
Each request for extended medical leave shall be considered individually. The employee shall furnish a medical certification from a health care provider attesting to the need for the extended medical leave. The Head Administrator or his/her designee will review and submit to the Head Administrator or his/her designee for review. Employee will pay the employee's portion of benefit programs.

Duration
The employee's health care provider in a medical certification form shall establish the Duration of an extended medical leave. The supervisor or the Head Administrator or his/her designee is to be notified two weeks prior to the date the employee plans to return from an extended medical leave. All reasonable efforts will be made to return the employee to the same or similar position. In the event there are no openings, it may be necessary to terminate employment. The Leave of Absences will be limited to three (3) months in addition to the twelve (12) week Family and Medical Leave.

Benefits
To retain your health insurance coverage while on a personal leave of absence, you will be responsible for paying the full cost of your health insurance at a group rate. Payment for all premiums is to be made prior to the beginning of each month for which coverage is provided. Please contact your Head Administrator or his/her designee representative for more information on how insurance coverage can be continued during a leave of absence.

Family and Medical Leave (FMLA)
Pursuant to the Family and Medical Leave Act (FMLA), "eligible" employees are entitled to unpaid, job-protected leave for certain family and medical reasons. During FMLA leave, employees maintain school service and can continue benefit protection, if desired, while recovering from a disability or caring for an immediate family member.

Definition
A serious health condition as defined by the Family and Medical Leave Act of 1993 is an illness, injury, impairment, physical or mental condition that involves student care in a facility, hospice or residential medical care facility or continuing treatment by a health care provider. A serious health condition is defined below.

(1) A period of incapacity (inability to work, attend school or perform other regular daily activities due to the serious health condition) of more than three consecutive calendar days, involving:

a. Treatment two or more times by a health care provider, or
b. Treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the health care provider's supervision.

(2) Pregnancy or prenatal care (qualifies even if an employee doesn't receive treatment and even if the care doesn't last three days).

(3) A chronic serious health condition, defined as one that:
a. Requires periodic visits for treatment by a health care provider,
b. Continues over an extended period of time, and
c. May cause episodic rather than continuing incapacity (e.g., asthma, diabetes, epilepsy).

(4) A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, severe stroke, terminal stages of a disease).

(5) An absence to receive multiple treatments by a health care provider either for restorative surgery after an accident or injury or for a condition that would likely result in an incapacity of three or more days in the absence of medical treatment (e.g., cancer, severe arthritis).

In addition to these five broad categories, the regulations also include in the definition of "continuing treatment of a health care provider":

(6) Allergies or mental illness resulting from stress, but only if they meet all of the other criteria of a serious health condition.

(7) Substance abuse, but only if the employee is taking leave for treatment by a health care provider.

(8) "Treatment" includes (but is not limited to) exams to determine if a serious health condition exists. It does not include routine physical exams, routine eye exams, or routine dental exams. A course of prescription medicine or therapy would qualify as a "regiment of continued treatment," but over-the-counter medicines would not.

(9) Specific conditions listed in the regulations as not qualifying for FMLA leave include cold, flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontic problems and periodontal disease. Cosmetic treatments are not considered a serious health condition unless medically required or complications arise.

Designation of Leave as FMLA Leave

(1) If an employee is absent three or more days in a pay period, the employee and/or the supervisor shall contact the Head Administrator or his/her designee to verify qualification under FMLA.

(2) The Head Administrator or his/her designee shall notify the employee in two business days if the leave is considered eligible under FMLA.

(3) Each request for family and medical leave of absence shall be considered individually.

(4) The employee shall furnish a medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill dependent child, spouse or parent/guardian. THIS CERTIFICATION MUST BE PROVIDED WITHIN 15 DAYS OF FMLA REQUEST.

(5) For leave to care for a seriously ill child, spouse or parent/guardian, the certification must include an estimate of the amount of time the employee needs to provide care.
(6) LADE may require a second medical opinion and periodic re-certification at its own expense for an employee on a medical leave. If the first and second opinions differ, LADE, at its own expense, may require the binding opinion of a third health care provider, approved jointly by LADE and the employee.
(7) Leave cannot be designated as FMLA after the employee returns to work, unless:
    a. The employee was absent for an FMLA reason, but the employer didn't learn the reason for the absence until the employee's return (in which case the employer must designate the leave as FMLA leave within two business days of the employee's return to work), or
    b. The employer had not been able to confirm that the leave qualifies under FMLA or medical certification had not been received.

Transfer

An employee with a serious medical condition as described in this policy may be required to transfer to a position in which the serious medical condition would not affect the essential functions of the employee's position or the health and safety of the employee, fellow employees, or students, provided such a position is available and such a transfer would be compatible with the interests of LADE and the position has equivalent pay and benefits.

Duration

(1) An eligible employee may take up to twelve weeks of medical and family leave per contracted school year.
(2) If medically necessary for a serious health condition of the employee or a spouse, dependent child or parent/guardian, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, LADE may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.
(3) Spouses who are both employed by LADE are entitled to a total of twelve weeks of leave (rather than twelve weeks each) for the birth or adoption of a dependent child or for the care of the employee's sick parent/guardian.

Pay during Family and Medical Leave

(1) An employee shall receive base pay during family and medical leave to the extent that the employee is required to use accrued sick leave.
(2) An employee shall be required to use all accrued sick leave before taking leave without pay during an approved medical leave.
(3) An employee shall be required to use all accrued sick leave before taking leave without pay during an approved family leave. An employee is not eligible to use accrued sick leave during an approved family leave.

Employee Notice on FMLA Rights

The employee will receive a copy of this policy and a copy of the approved leave of absence application.

The leave of absence application will indicate paid leave to be taken during the FMLA leave and benefits premium payable.

Benefit Continuation

(1) An employee on a family and medical leave will be entitled to full coverage under the group benefit program for the Duration of the leave. The employee must pay the current monthly deductions for coverage to be continued.
(2) In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence LADE will recover from the employee the cost of any payments made to maintain the employees' coverage. Benefit entitlements based upon length of service will be calculated as of the last paid workday prior to the start of the unpaid leave of absence.
(3) Payment for all current benefits shall be deducted from the payroll check if the employee is on paid leave or paid to the Head Administrator or his/her designee prior to the beginning of the month if the employee is on leave without pay for benefits being provided. If the employee fails to pay their obligation within 30 days of the due date, coverage can be cancelled. The employer must notify the employee 15 days prior to the date coverage is to cease.

Reinstatement

(1) After medical leave, the employee shall not resume work until a signed release from a health care provider indicating medical certification for reinstatement has been submitted to the employee's supervisor.
(2) Head Administrator or his/her designee is to be notified two weeks prior to the date the employee plans to return from a leave of absence. An employee on an approved family and medical leave of absence, upon return from such leave, will be restored to the employee's previous position or to an equivalent position with equivalent employment benefits, pay, shift, and other terms and conditions for employment.
(3) Accurate record keeping of time-off taken for Family and Medical Leave is absolutely essential. Family and Medical Leave absences must be properly recorded as such.

Procedures for requesting leave and designation of leave

(1) At least thirty days' advance notice of leave is required for all leaves of absence granted under this policy. Failure to provide 30 days advance notice may result in denial of the leave until expiration of the 30 days. However, if a birth, placement for adoption or medical treatment requires the leave to begin in less than 30 days, you must provide as much notice as is practical under the circumstances.
(2) Upon requesting an FMLA leave, you will receive the following forms for completion, together with information regarding your rights and responsibilities under the FMLA:
(3) Failure to submit a Leave Request Form for approval may be considered an unapproved absence and subject you to disciplinary action, up to and including termination. LADE may request an employee on any type of leave to report periodically on his/her status and intent to return to work by completing a Family and Medical Leave Status Report Form.

Certification of a serious health condition

LADE will require certification by a health care provider to the serious health condition of the employee, spouse, parent/guardian or child before granting any medical leave of absence.

Re-certification may be requested every 30 days when appropriate. If you fail to submit the proper certification within 15 calendar days, LADE may delay the leave or revoke your entitlement to continued leave, subjecting you to disciplinary action because the absence may be considered unexcused.

LADE has the right to require the opinion of a second health care provider to determine the validity of the initial certification. If the second opinion differs from the original certification, LADE can require a third opinion from a health care provider who is approved jointly by you and LADE. The third certification will be considered final.

When you are on leave, subsequent re-certification of a medical condition may be required. At the conclusion of the leave, a certification that you are able to resume your duties will also be required.

Duration of leave
Provided all other requirements are met, you may take FMLA leave in up to 12 consecutive weeks during any contracted school year.

When medically necessary, you may take "intermittent" leave (two or more separate leave periods) or "reduced" leave (where you continue to work, but for fewer hours per day or per week). In such cases, the total number of hours or days of leave you may take is limited to the equivalent of 12 work weeks.

If you have taken an intermittent leave, LADE may temporarily transfer you to an available position with equivalent pay and benefits if the alternative position would better accommodate the recurring periods of leave. If you are an exempt employee, LADE may make deductions from your salary for any hours/time taken as intermittent or reduced FMLA leave within a pay period without affecting your exempt status.

Coordination with other Time Off policies
FMLA leave may run concurrently with a workers' compensation or disability absence, if the injury or disability qualifies as a serious health condition and the FMLA leave period is designated as such.

Benefits available during leave
During the period of the leave, LADE will continue to pay its normal portion of premiums for your health coverage at the same level and conditions as if you were actively employed. If you normally make co-payments for health coverage, you must continue to do so during the leave. If any co-payment is more than 30 days past due, health insurance will be terminated for the duration of the leave period upon 15 days written notice by LADE that your health coverage will lapse.

If you are eligible, COBRA will be offered at the end of the leave at the time you notify LADE that you will not return, or when you exhaust your FMLA leave entitlement. There is no accrual of benefits during leave.

Return from leave
Upon timely return from leave, you will be returned to your prior position or an equivalent position with equivalent benefits, pay and other terms and conditions, unless your position has been eliminated for any reason during the leave.

Failure to return from leave
If you do not return to work at the expiration of the leave, LADE has no obligation to continue paying health benefit premiums on your behalf and has no obligation to restore you to your job or an equivalent position.

You will be required to reimburse LADE for health insurance premiums paid on your behalf during the leave if you fail to return from leave for any reason, unless you are unable to return to work for reasons beyond your control such as the continuation, recurrence or onset of a serious health condition.

Non-contractual nature of this Policy
The Duration of leave, availability of benefits, the opportunity for job restoration, and other rights and privileges associated with FMLS leave are limited by the requirements of applicable state and federal law. No express or implied contractual rights should be inferred from this policy. LADE reserves the right to modify this or any other policy as necessary, in its sole discretion.

Jury Duty
It is the policy of LADE to permit employees to be absent from work on a short-term basis because of jury duty. To help employees maintain their income during authorized absences, LADE will provide compensation according to the guidelines below.

Procedure:
(1) Full-time and part-time employees will receive their normal pay for days that they are required to report to jury duty. Employees must immediately report a call to jury duty or subpoena to their supervisor.
(2) If an employee is excused from jury duty or the subpoena assignment prior for any full day, they must report to work on that day.
(3) In order to receive compensation for jury duty leave, the employee must remit all fees paid by the courts to LADE.
(4) Failure to follow these guidelines may result in the loss of compensation during jury duty. Abuse of this policy will lead to disciplinary action, up to and including termination.

Leave Without Pay
It is the policy of LADE to grant employees extended leaves of absence under certain circumstances. Except as stated below; employees will not receive compensation during a leave of absence. LADE will comply with the provisions of the federal Family Medical Leave Act (FMLA). Information about the FMLA's requirements, including the rights and obligations of employees, notification requirements, and LADE's obligations can be obtained from Head Administrator or his/her designee.

Procedure:
(1) Employees generally are eligible for leave without pay if they have completed one year of service, or as specified by law. The granting and duration of each leave of absence and the compensation received by the employee during the leave of absence

will be determined by LADE in conjunction with applicable federal and state law. The following types of leave will be considered:

a. Sick Leave of Absence: Employees who are unable to work because of a serious health condition or disability. This type of leave covers disabilities caused by pregnancy, childbirth, or other related medical conditions. LADE requires certification by the employee's health care provider of an employee's need for sick leave prior to the leave and periodically thereafter.
b. Parent/guardian Leave of Absence: Female employees, when not disabled by pregnancy or childbirth, and male employees may be granted a parent/guardian leave of absence to care for a child upon birth or upon placement for adoption or foster care.
c. Family Medical Leave of Absence: Employees may be granted a family care leave of absence for the purpose of caring for a child, spouse, or parent/guardian who has a serious health condition. LADE requires certification by the family member's health care provider of the family member's serious health condition prior to the leave and periodically thereafter.
d. Personal Leave of Absence: Employees may be granted a leave of absence to attend to personal matters in cases in which LADE determines that an extended period of time away from the job will be in the best interests of the employee and LADE. Personal Leave will be granted in more than 30 day increments. If more is required, it has to be re-requested and approved by the Head Administrator.
e. Military Leave of Absence: A military leave of absence will be granted if an employee enlists, is inducted, or recalled to active duty in the Armed Forces of the United States for a period of up to four years. An involuntary extension for not more than one year will also be granted. Employees who perform and return from military service in the Armed Forces, military Reserves, or National Guard will retain such rights with respect to reinstatement, seniority, vacation, and compensation, as required by applicable federal or state law.

(2) Employees with one year or more of service will be protected against loss of income as a result of participation in annual encampment or training duty in the U.S. military Reserves or the National Guard. In these circumstances LADE will pay the difference between what an employee earns from the government for military service and what the employee would have earned as normal straight-time earnings on the job. This difference will be paid for up to two weeks in a calendar year.
(3) Requests for a leave of absence or any extension of a leave should be submitted in writing to the Head Administrator or his/her designee thirty days prior to commencement of the leave period. All employees on approved leave are expected to report any change of status in their need for a leave or their intention to return to work to Head Administrator or his/her designee.
(4) Employees who are on an approved leave of absence may not perform work for any other employer during that leave, except when the leave is for military service.

(5) Employees who are unable to report to work because of arrest and incarceration will be placed on administrative leave. If the employee is unable to secure bail, the leave will continue until final disposition of the charges. If the employee is freed on bail, a decision whether to allow the resumption of active employment pending disposition of the charges will be made by the employee's Head Administrator in consultation with the school legal counsel. They will determine whether reinstatement would be consistent with the needs and requirements of LADE.
(6) If an employee fails to return to work at the conclusion of an approved leave of absence, the employee will be considered to have voluntarily terminated employment.

Medical Benefits
It is the policy of LADE to offer enrollment in insurance plans to full-time employees, and assist employees with paying the associated premium costs.

Procedure
LADE will comply with State regulations in providing medical benefits to employees.

Sick Leave
It is the policy of LADE to provide sick leave benefits for the purpose of continuing an employee's salary for a limited period of time in the event that an employee is unable to work due to a non-work related illness or injury.

Purpose
Paid sick leave is to be used for minor or short-term illness. Paid sick leave can be used for an employee's own personal illness or the personal illness of an immediate family member (spouse, child, parent/guardian or sibling residing within the household); for medical leave under FMLA; or during the initial waiting period to receive worker's compensation benefits.

Procedures
(1) Unused paid sick leave may be accumulated.
(2) Regular full-time employees and some part-time employees are eligible to accrue paid sick leave.
(3) In the case of an illness which exceeds the employee's accumulated paid sick leave, or sixty(60) calendar days, whichever comes first, the employee must submit a written notice to the Head Administrator indicating the probable date of return and a verifying physician's release.
(4) Inappropriate use of sick leave may be cause for disciplinary action.
(5) Sick leave hours begin accruing on your hire date. It may be carried over and accumulated from year to year to a maximum amount.
(6) The employee should let his/her supervisor know of an absence as early as possible.
(7) Unused sick leave for employees who resign and return within one year or who are on leave and return within two years may be restored.
(8) If the employee is on an approved leave of absence for less than thirty days, sick leave accrual will not be affected. Should the leave extend beyond thirty days, sick leave will not continue to accrue.

Sick Leave during FMLA

Employees using sick leave due to a serious health condition will be requested to complete a Leave of Absence form for FMLA. An employee out three days in a pay period due to the same condition will need to contact the Head Administrator or his/her designee with information concerning the illness for verification of meeting the serious health condition definition under FMLA.

Doctor's Statement

For any absence, the Head Administrator may request a doctor's statement regarding the employee's medical condition before the employee is permitted to return to work. Additionally, the supervisor may request a doctor's statement attesting to an employee's continued fitness to work in the event an employee is chronically absent due to illness

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Participation in Trade and Professional Associations

It is the policy of LADE to encourage employees to participate in certain trade and professional associations.

Procedure:

(1) Employees are encouraged to participate in trade and professional associations that promote LADE's goals, individual skills development, and/or professional recognition. However, employee participation in such associations must not conflict with LADE's interests.
(2) LADE may identify certain trade and professional associations in which it wants to be represented and then designate the employees that it will sponsor for membership in such associations. Employees so designated will represent LADE in the organization and will be expected to participate actively and promote its interests.
(3) Employee participation in trade and professional association activities will not be considered as hours worked for pay purposes unless it is at LADE's request or under its direction and control.
(4) Employees must have their supervisor's advance approval before seeking or accepting any official position in a trade or professional association.
(5) Employees are encouraged to contribute articles, present papers, and give talks to trade and professional associations. However, employees must obtain the prior approval of the Head Administrator for any communication that might be considered as representing LADE's position on any subject or as involving any information that is confidential.

Unemployment Compensation

It is the policy of LADE to comply with all local, state and federal laws and regulations.

Purpose

As required by state law, LADE shall pay a percentage of its payroll into the State Unemployment Compensation Fund which is based on LADE's employment reduction experience and state regulations.

Eligibility

LADE shall cooperate with the Division of Employment Security to have all unmeritorious compensation claims disqualified by completing unemployment notification forms on a timely basis.

Responsibility
LADE will utilize available resources including selected outside consultants, to disqualify claimants that are not entitled.

Voting Time Leave
LADE provides employees with time away from work to vote in elections.

LADE wants to make sure employees have the opportunity to vote in elections. If an employee's working hours make it impossible to get to the polls before or after work, they should talk to their manager beforehand. If it is necessary, the employee can arrange to come in late or leave early, without a loss of pay, in order to get to the polls.

Professional Leave
Professional leave may be granted at the discretion of the Board, upon request, for professional development, professional organizational activities, school-related professional activities, or other activities related to the employee's assignments. This leave is granted with pay if the employees are representatives of LADE at the above mentioned activities.

Religious Leave
Religious leave may be granted, upon request, to all employees for observance for recognized religious events. This leave may be granted for up to two (2) days per year.

ESPERANZA CORRECTIVE ACTION

Employee Discipline
It is the policy of LADE that all employees are expected to comply with LADE standards of behavior and performance and that any noncompliance with these standards must be remedied.

Procedure
Under normal circumstances, LADE endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve.

Guidelines
If corrective action is warranted, the type of discipline will normally be determined on a case-by-case basis by the nature of the circumstances surrounding the problem. LADE will follow these guidelines as a minimum. Set forth below are some EXAMPLES of misconduct which should result in discipline. This list is not intended to be all inclusive:

(1) Possession of weapons, firearms or explosives on the premises
(2) Threatening, intimidating, coercing, or abusing students, staff, visitors or others
(3) Acts of conduct detrimental to student care or school operations that result in abuse of any student.
(4) Possession, consumption or being under the influence of intoxicants, narcotics, or non-prescribed drugs on the premises.
(5) Breach of confidentiality.
(6) Omission or falsification of information on any official school document or verbally to a member of management.
(7) Intentional violation of the LADE Program policies
(8) Failure to report an on-the-job accident
(9) Failure to observe safety standards and rules
(10) Theft
(11) Failure to follow instructions
(12) Not performing job duties (sleeping on the job)
(13) Excessive tardiness
(14) Failure to use time reporting system in prescribed manner
(15) Damage to facility property
(16) An act of harassment
(17) Negligence, including leaving students unattended
(18) An unexcused absence
(19) Interfering with, or purposeful distraction of, another employee in the performance of their work.
(20) Use of demeaning, vulgar or abusive language
(21) Failure to wear prescribed uniforms or apparel
(22) Creating or contribution to unsanitary conditions

(23) Gambling on facility premises
(24) Work performance not up to established standards
(25) Conviction of a felony

Administrative Leave
Suspension may be utilized in disciplinary measures:
(1) An Investigative Suspension is to be employed when the offense may be serious; the employee is not to remain on LADE's premises, but may be allowed to go to the Head Administrator to provide any information to be included in the investigation.
(2) Suspension allows LADE an opportunity to review the case. If circumstances are found to excuse the employee's actions, the employee may be brought back to work; or, if allegations of misconduct are unfounded or unsubstantiated, the suspended employee will be brought back to work and paid all wages lost during the suspension.

All cases of suspension must be determined by the Head Administrator. The disposition of a suspension will normally be within three working days.

Employee Problem-Solving
It is the policy of LADE that employees are entitled to prompt, fair review of their work- related problems. Employees are encouraged to discuss problems with their supervisors first because they can usually resolve the problem. Employees who have differences with their supervisors or co-workers may seek help through LADE resolution process. This informal "open-door" process gives employees an opportunity to explore other internal problem- solving resources. Employees are guaranteed that there are no penalties for using the process and it will not affect their standing in any way.

Termination and/or Discharge from Employment
All decisions concerning the discontinuation of an employee's employment are made only after careful consideration. Employees will always be treated with dignity and respect by management.

Purpose
LADE complies with federal and state laws in the termination and/or discharge of its employees.

Definitions
Termination –
In the case of a certified school employee, termination is defined as the act of not re- employing an employee for the ensuing school year. To terminate a non-certified school employee, means the act of severing the employment relationship with the employee.

Voluntary Termination –
-occurs when the employee initiates the action to terminate the employment relationship.

Discharge –
To discharge means severing the employment relationship with a certified school employee prior to the expiration of the current employment contract.

Effective Date of Termination –
The effective date of termination is the last day the employee actually WORKS, except:
If an employee fails to return from an approved leave of absence as scheduled, is absent without notice, or does not arrange an absence with management, this action may be considered as a voluntary resignation. The effective date of termination is the date the employee was expected to report for work; or when an employee on leave resigns, the date of termination is the date the employee was expected to return to work.

Guidelines
Since employment is based upon mutual consent, either the employee may initiate termination of employment at any time or the employer may initiate termination of employment for any reason for those employed fewer than three consecutive years, and for those employed three or more consecutive years only for "just cause" as prescribed in the School Personnel Act.

Voluntary Termination –
Employees who voluntarily terminate their employment are requested to give adequate written notice to the supervisor. Adequate notice is fourteen (14) calendar days for non- exempt staff and thirty (30) calendar days for exempt staff. The notice does not include usage of accrued sick, vacation and holiday time. Improper or inadequate notice will be reflected on the termination paperwork, and may result in an ineligibility for rehire.

Involuntary Termination –
When any employee is involuntarily terminated/discharged, prior approvals must be obtained from the Head Administrator or his/her designee and the Governing Council. These types of terminations will require documentation of need for the action.

Discharge –
For reasons sufficient to LADE, including but not limited to circumstances when an employee's conduct fails to meet the expectations of LADE, LADE may terminate/discharge an employee following the guidelines and procedures defined in the School Personnel Act. Prior to termination/discharge, approvals must be obtained from the Head Administrator or his/her designee and the Governing Council. Complete documentation of the reason for termination/discharge will be required to substantiate just cause. The employee will not be eligible for rehire.

Final Pay –
An employee who voluntarily resigns will normally receive the final paycheck on the following regular pay date, or in accordance with State law, whichever is earlier. The employee who is involuntarily terminated or discharged will be issued final pay in accordance with State law, but preferably on the effective date of termination.

Benefits at Termination
Basic life insurance benefit will cease effective with the official date of termination. Medical, dental, vision and disability will cease at the end of the month for which deductions were made.
However, under federal law (COBRA), LADE must offer to continue medical and dental insurance coverage to all group plan participants who have lost these benefits for any reason

other than discharge due to "gross misconduct". The offer of coverage is extended by letter at the time the benefits are lost or shortly thereafter. Coverage may be continued under COBRA for a maximum of 18 months from termination. However, under another federal law (HIPAA), if the covered individual is disabled, coverage may continue for an additional 11 months for a total of 29 months. The previous employee will make payments for COBRA insurance benefits directly to the New Mexico Public School Insurance Authority. If the benefits cease as a result of termination, the employee may enroll all family members previously covered. However, where benefits cease because of the death of the employee, divorce, or loss of dependent coverage, each eligible beneficiary may make a separate election for a maximum of 36 months.

Responsibility
It is the responsibility of the Head Administrator or his/her designee to ensure that the termination and discharge policies are administered as required.
It is the responsibility of the Head Administrator or his/her designee to ensure that all termination and discharge paperwork, including the letter of resignation, is obtained on or before the actual date of employment is discontinued. In addition, the Head Administrator or his/her designee is to ensure that all school property, i.e., equipment, keys, badges, etc., is returned.

The Head Administrator or his/her designee is responsible for ensuring that the employee is notified of benefit continuation eligibility and for the provision of the exit interview process.

Post-Employment Inquiries
LADE does not respond to oral requests for references. Current employees must not respond to any requests for information regarding another employee unless it is part of the individual's job responsibility. Requests for information should be forwarded to the Human Resources Department.

Unauthorized Leave from Work Area
It is the policy of LADE that no staff member shall leave students unattended.

APPENDIX A - TEACHER POSITION DESCRIPTION

LA ACADEMIA DE ESPERANZA (LADE)
TEACHER JOB DESCRIPTION

SUMMARY: To teach by creating a flexible program and an environment favorable to learning and personal growth by encouraging students to develop skills, attitudes and knowledge needed to obtain a good foundation for continuous growth and development; by providing students with experiences which integrate the affective, cognitive and psychomotor dimensions of learning; by establishing effective rapport with students and their parent/guardians; by assisting students in developing positive feelings toward themselves and others.

ESSENTIAL FUNCTIONS: Incumbent must achieve the following outcomes with or without reasonable accommodations:

- Cooperates in the development and implementation of the District program of instruction.
- Plans and implements a program of study that, as much as possible, meets the individual needs, interests and abilities of students and complies with State Department of Education Standards and the LADE Governing Council goals and objectives.
- Guides the learning process toward the achievement of curriculum goals.
- Establishes clear objectives for all lessons, assignments, units and projects in harmony with curriculum goals and communicates with objectives to students.
- Employs instructional methods and materials that are most appropriate for meeting stated objectives.
- Establishes and maintains standards of appropriate student behavior and discipline to achieve a functional learning atmosphere in the classroom and assists in its maintenance campus wide.
- Evaluates the learning progress of students on a regular basis and provides progress reports as required.
- Assesses the accomplishments of students on a regular basis and provides progress reports as required.
- Administers group-standardized tests in accordance with the LADE school-testing program.
- Establishes and maintains open lines of communication with students and parent/guardians concerning students' academic, social and behavioral progress.
- Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of students.
- Meets and instructs assigned classes in the locations and at the times designated.
- Selects and requests appropriate books and instructional materials and maintains required inventory records.
- Provides directions and materials for substitute teachers. Plans for and supervises classroom aides, guests and volunteers.
- Cooperates with staff and support personnel is assessing and helping students with health, attitude, learning and behavioral problems.

DUTIES: In addition to the essential functions of this job, the incumbent must perform the following duties:

- Complies with state-approved Code of Ethics of the Education Profession and upholds and enforces rules, administrative directives and regulations, school board policies, and local, state and federal regulations.
- Articulates and facilitates the implementation of the mission and values of La Academia de Esperanza.
- Safeguards confidentiality of privileged information.
- Prepares and maintains accurate and complete records and reports as required by law, state directives, Charter school policy and administrative regulations.
- Shares the responsibility for the supervision and care of Charter school inventory, proper and safe use of facilities, equipment and supplies, and reports safety hazards promptly.
- Maintains professional relationships and works cooperatively with employees, the community and other professionals.
- Maintains professional competence through individual and staff training, in-service educational activities and self-selected professional growth activities.
- Attends and/or conducts staff meetings and participates on committees within area of responsibility.
- Performs other tasks related to area of responsibilities as requested or assigned by an immediate supervisor.

REQUIRED La Academia de Esperanza PRE-EMPLOYMENT AND OTHER EMPLOYMENT CONDITIONS:

- Satisfactory completion of application process.
- Satisfactory completion of criminal background verification.

MINIMUM REQUIRED EDUCATION, LICENSES, CERTIFICATIONS, EXPERIENCE AND SKILLS:

- Valid New Mexico Teaching License
- Endorsement in the area(s) to be taught

PREFERRED KNOWLEDGE, SKILLS, ABILITIES AND EXPERIENCE:

- Effective communication skills, both verbal and written
- Flexibility, organization, decision-making and problem solving skills
- Interpersonal skills with diverse populations in person and on the telephone.
- Ability to meet deadlines; work on multiple projects, and coordinate the work of others.
- Knowledge of District policies on immunization, medication, first aid, emergencies and child abuse/neglect
- Knowledge of all laws, regulations and guidelines affecting teachers and students
- Knowledge of effective classroom management techniques
- Ability to maintain positive relationships with students, parent/guardians, community members and staff

WORKING ENVIRONMENT: The work environment characteristics described here are representative of those an incumbent encounters while performing the essential functions of this job:

- The incumbent will work with Charter school staff members in a team environment which may include the administrative staff, State department personnel, Charter school legal counsel, parent/guardians, students, advocates and others outside the Charter school.
- Frequent interactions with people in person and on the phone will be necessary.
- Travel from location to location may be necessary.
- Functions are primarily performed indoors and outside in a normal school environment.
- The incumbent will also meet with or escort students outdoors and will perform the essential functions of this job in a variety of buildings and locations.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by the incumbent to successfully perform the essential functions of this job with or without reasonable accommodation:

- The employee must occasionally lift and move up to 25 pounds in supplies, which requires bending, stooping and lifting.
- The employee must be able to use a variety of instructional materials in the classroom.
- The employee must use hands and arms to manipulate objects.
- The employee must use keyboards, tools and other controls.
- The employee must sit and stand for long periods of time.
- The employee must have normal vision and hearing with or without aid.
- The employee must be able to move about assigned location unaided during the day.

This position description indicates the general nature and level of work to be performed. It is not intended to be a comprehensive listing of all functions, duties, skills, knowledge and abilities. This position description is designed to illustrate the minimum requirements and expectations of the job.

By signatures below, the incumbent and incumbent's immediate supervisor have reviewed this position description. SUPERVISORS ARE RESPONSIBLE FOR RETAINING SIGNED COPY, which may be used to accompany performance evaluations and other, related employee documentation.

_____ _____

Incumbent Signature Date

_____ _____

Immediate Supervisor's Name and Title Date
La Academia de Esperanza

APPENDIX B – EDUCATIONAL ASSISTANT POSITION DESCRIPTION

LA ACADEMIA DE ESPERANZA (LADE)
EDUCATIONAL ASSISTANT JOB DESCRIPTION

REPORTS TO: Head Administrator and Teacher

GENERAL PURPOSE OF JOB

Assist teachers in providing delivery of the instructional program.

MAJOR DUTIES AND RESPONSIBILITIES

1. STUDENT INSTRUCTION:

   a) Works with individuals and small groups in the classroom to reinforce material introduced by the teacher.
   b) Collects, prepares and arranges resource material for use by teachers.
   c) Operates support equipment and monitors testing or make-up work by students.
   d) Assists with development of Student Learning Plans.
   e) Helps with the student orientation to LADE.

2. PROFESSIONALISM

   a) Serves as a model in developing student's behavior and academic success.
   b) Provides the student's rights and dignity, supports school policies and procedures, and utilizes proper grievance procedures.
   c) Maintains professional relationship and works cooperatively with employees, the community and other professionals.
   d) Attends and participates in staff meetings and school committees.
   e) Maintains professional competence through individual and staff development.

3. SUPPORT SERVICES

   a) Maintains classroom records, prepares reports as requested by the teacher or Head Administrator, scores tests, processes books, manage supplies and classroom equipment as needed.
   b) Provides support for non-instructional classroom duties such as monitoring meals, restrooms, recess, etc.

4. PARTICIPATION AND COLLABORATION IN PROVIDING INPUT TO SCHOOL POLICIES AND PROCEDURES AND SCHOOL CULTURE.

5. ARTICULATES AND FACILITATES THE IMPLEMENTATION OF THE MISSIONS AND VALUES OF LADE.

PHYSICAL REQUIREMENTS

Sitting, standing, lifting and carrying (up to 25 pounds), reaching, squatting, kneeling, and moving light furniture may be required.

SAFETY AND HEALTH REQUIREMENTS

-TB Test
-Knowledge of universal hygiene precautions

EQUIPMENT/MATERIAL HANDLED

Must have knowledge of all multimedia equipment including current technology and financial computer system.

WORK ENVIRONMENT

Must be able to work within various degrees of noise and temperature. Interruptions of work are routine. Flexibility and patience are required. Must be self-motivated and able to complete job assignments without direct supervision. After hours work may be required.

EVALUATION

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of classified staff.

TERMS OF EMPLOYMENT

186 days per year. Salary is established by salary schedule.

This job description indicates the general nature and level of work expected of incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of incumbent. Incumbent may be asked to perform other duties as required.

This job description for Educational Assistant is effective upon receipt. Personnel policies adopted by the Governing Council, and deemed appropriate for the position, shall be in effect. Salary amounts shall be set according to the adopted salary schedule. This job description may be revised at any time in response to district needs.

By my signature below, I affirm that: the duties and requirements listed on this job description have been explained to me; I have been able to ask questions to clarify matters I do not understand; and I understand and accept them. In accepting this position, I certify that I am able to perform these duties, with or without accommodation, and that I will inform my supervisor immediately of any change in this regard. I also agree to follow district safety rules and accident prevention procedures.

_____ Employer: La Academia de Esperanza

Employee Name

_____ _____

Employee Signature Date

APPENDIX C – SCHOOL PERSONNEL ACT – CHAPTER 22, ARTICLE 10A NMSA 1978

Source:
Statutes/Statutory Chapters in New Mexico Statutes Annotated 1978/CHAPTER 22
PUBLIC SCHOOLS/ARTICLE 10A CERTIFIED SCHOOL PERSONNEL

Section	
22-10A-1	Short Title
22-10A-2	Definitions
22-10A-3	License or certificate required; application fee; general duties.
22-10A-4	Teachers and school administrators; professional status; licensure levels; salary alignment.
22-10A-5	Background checks; known convictions; reporting required; limited immunity; penalty for failure to report.
22-10A-6	Educational requirements for licensure.
22-10A-7	Level one licensure.
22-10A-8	Alternative level one license.
22-10A-9	Teacher mentorship program for level one teachers; purpose; department duties.
22-10A-10	Level two licensure
22-10A-11	Level three licensure; tracks for teachers and school administration.
22-10A-12	Limited reciprocity.
22-10A-13	Native American language and culture certificates.
22-10A-14	Certificates of waiver.
22-10A-15	Substitute teacher certificate.
22-10A-16	Parent/guardianal notification.
22-10A-17	Instructional support provider licenses.
22-10A-17.1	Educational assistants; licensing framework; qualifications; minimum salaries.
22-10A-18	School Head Administrators; duties.
22-10A-19	Teachers and school Head Administrators; accountability; evaluations; professional development peer intervention; mentoring.
22-10A-19.1	Professional development; systemic framework; requirements; department duties.
22-10A-20	Staffing patterns; class load; teaching load.
22-10A-21	Employment contracts; duration.
22-10A-22	Notice of reemployment; termination.
22-10A-23	Reemployment; acceptance; rejection; binding contract.
22-10A-24	Termination decisions; local school board; governing authority of state agency; procedures.
22-10A-25	Appeals; independent arbitrator; qualifications; procedure; binding decision.
22-10A-26	Excepted from provisions
22-10A-27	Discharge hearing; procedures.
22-10A-28	Appeals; independent arbitrator; qualifications; procedure; binding decision.
22-10A-29	Compensation payments to discharged personnel.
22-10A-30	Supervision and correction procedures.
22-10A-31	Denial, suspension and revocation of licenses.
22-10A-32	Licensed school employees; required training program.
22-10A-33	Violence; vandalism; reporting.
22-10A-34	communicable diseases; prohibited employment; penalty.
22-10A-35	Local sabbatical leave program authorized.
22-10A-36	Approved program required for sabbatical leave.
22-10A-37	Minimum conditions for sabbatical leave.
22-10A-38	Pay for sabbatical leave.
22-10A-39	Noncertified school personnel; salaries.

APPENDIX D: DUE PROCESS PROCEDURES

22-10A-24 Termination decisions; local school board; governing authority of a state agency; procedures.

A. A local school board or governing authority of a state agency may terminate an employee with fewer than three year of consecutive service for any reason it deems sufficient. Upon request of the employee, the superintendent or administrator shall provide written reasons for the decision to terminate. The reasons shall be provided within ten working days of the request. The reasons shall not be publicly disclosed by the superintendent or administrator, local school board or governing authority. The reasons shall not provide a basis for contesting the decision under the School Personnel Act. [Chapter 22, Article 10A NMSA 1978].

B. Before terminating a non-certified school employee, the local school board or governing authority shall serve the employee with a written notice of termination.

C. An employee who has been employed by a school district or state agency for three consecutive years and who received a notice of termination pursuant to either Section 22-10-12 NMSA 1978 [recompiled] or this section, may request an opportunity to make a statement to the local school board or governing authority on the decision to terminate him by submitting a written request to the local superintendent or administrator within five working days from the date written notice is served upon him. The employee may also request in writing the reasons for the action to terminate him. The local superintendent or administrator shall provide written reasons for the notice of termination to the employee within five working days from the date the written request for a meeting and the written request for the reasons were received by the local superintendent or administrator. Neither the local superintendent or administrator nor the local school board or governing authority shall publicly disclose its reasons for termination.

D. The local school board or governing authority may not terminate an employee who has been employed by a school district or state agency for three consecutive years without just cause.

E. The employee's request pursuant to Subsection C of this section shall be granted if he responds to the local superintendent's or administrator's written reasons as provided in Subsection C of this section by submitting in writing to the local superintendent or administrator a contention that the decision to terminate him was made without just cause. The written contention shall specify the grounds on which it is contended that the decision was without just cause and shall include a statement of the facts that the employee believes support his contention. This written statement shall be submitted within ten working days from the date the employee receives the written reasons from the local superintendent or administrator. The submission of this statement constitutes a representation on the part of the employee that he can support his contentions and an acknowledgement that the local data in its possession in rebuttal of his contentions.

F. A local school board or governing authority shall meet to hear the employee's statement on no less than five or more than fifteen working days after the local school board or governing authority receives the statement. The hearing shall be conducted informally in accordance with the provisions of the Open Meetings Act [Chapter 10, Article 15 NMSA 1978]. The employee and the local superintendent or administrator may each be accompanied by a person of his choice. First, the superintendent shall present the factual basis for his determination that just cause exists for the termination of the employee, limited to those reasons provided to the employee pursuant to Subsection C of this section. Then, the employee shall present his contentions, limited to those grounds specified in Subsection E of this section. The local school board or governing authority may offer such rebuttal testimony as it deems relevant. All witnesses may be questioned by the local superintendent or administrator or his representative. The local school board or governing authority may consider only such evidence as is presented at the hearing and need consider only such evidence as it considers reliable. No record shall be made of the proceeding. The local school board or governing authority shall notify the employee and the local superintendent or administrator of its decision in writing within five working days from the conclusion of the meeting.

22-10A--25. Appeals; independent arbitrator; qualifications; procedure; binding decision.

A. An employee who is still aggrieved by a decision of a local school board or governing authority rendered pursuant to Section 22-10-14 NMSA 1978 [recompiled] may appeal the decision to an arbitrator. A written appeal shall be submitted to the local superintendent or administrator within five working days from the receipt of the local school board's or governing authority's written decision or the refusal of the board or authority to grant a hearing. The appeal shall be accompanied by a statement of particulars specifying the grounds on which it is contended that the decision was impermissible pursuant to Subsection E of Section 22-10-14 NMSA 1978 [recompiled] and including a statement of facts supporting the contentions. Failure of the employee to submit a timely appeal or a statement of particulars with the appeal shall disqualify him for any appeal and render the local school board's or governing authority's decision final.

22-10A-26. Excepted from provisions

Sections 22-10-12 through 22-10-14.1 NMSA 1978 [recompiled] do not apply to the following

A. A certified school instructor employed to fill the position of a certified school instructor entering military service;
B. A person who is employed as a certified school administrator; or
C. A non-certified school employee employed to perform primarily district wide management functions.

22-10A-27. Discharge hearings; procedures.

A. A local school board or the governing authority of a state agency may discharge a certified school employee only for just case according to the following procedure:
   1) The superintendent shall serve a written notice of his intent to recommend discharge on the certified school employee in accordance with the law for service of process in civil actions; and;
   2) The superintendent shall state in the notice of his intent to recommend discharge the cause for his recommendation and shall advise the certified school employee of his right to a discharge hearing before the local school board or governing authority as provided in this section.
B. A certified school employee who receives a notice of intent to recommend discharge pursuant to Subsection A of this section may exercise his right to a hearing before the local school board or governing authority by giving the local superintendent or administrator written notice of that election within five working days of his receipt of the notice to recommend discharge.
C. The local school board or governing authority shall hold a discharge hearing no less than twenty and no more than forty working days after the local superintendent or administrator receives the written election from the certified school employee and shall give the certified school employee at least ten days written notice of the date, time and place of the discharge hearing.
D. Each party, the local superintendent or administrator and the certified school employee, may be accompanied by a person of his choice.
E. The parties shall complete and respond to discovery by deposition and production of documents prior to the discharge hearing.
F. The local school board or governing authority shall have the authority to issue subpoenas for the attendance of witnesses and to produce books, records, documents and other evidence at the request of either party and shall have the power to administer oaths.
G. The local superintendent or administrator shall have the burden of proving by a preponderance of the evidence that, at the time of the notice of intent to recommend discharge, he had just cause to discharge the certified school employee.
H. The local superintendent or administrator shall present his evidence first, with the certified school employee presenting his evidence thereafter. The local school board or governing authority shall permit either party to call, examine and cross-examine witnesses and to introduce documentary evidence.
I. An official record shall be made of the hearing. Either party may have one copy of the record at the expense of the local school board or governing authority.
J. The local school board shall render its written decision within twenty days of the conclusion of the discharge hearing.

22-10A-28. Appeals; independent arbitrator; qualifications; procedure; binding decision.

A. A certified school employee aggrieved by a decision of a local school board or governing authority to discharge him after a discharge hearing held pursuant to Section 22-10-17 NMSA 1978 [22-10A-27 NMSA 1978] may appeal the decision to an independent arbitrator. A written notice of appeal shall be submitted to the local superintendent or administrator with five working days from the receipt of the copy of the written decision of the local school board or governing authority.
B. The local school board or governing authority and the certified school employee shall meet within ten calendar days from the receipt of the notice of appeal and select an independent arbitrator to conduct the appeal, or, in the event the parties fail to agree on an independent arbitrator, they shall request the presiding judge in the judicial district in which the public school is located to select the independent arbitrator. The presiding judge shall select the independent arbitrator within five working days from the date of the parties' request.

C. A qualified independent arbitrator shall be appointed who is versed in employment practices and school procedures. No person shall be appointed to serve as the independent arbitrator who has any direct or indirect financial interest in the outcome of the proceeding, has any relationship to any party in the proceeding, is employed by the local school board or governing authority or is a member of or employed by any professional organization of which the certified school employee is a member.
D. Appeals from the decision of the local school board or governing authority shall be decided after a de novo hearing before the independent arbitrator. The local school board or governing authority shall have the burden of proving by a preponderance of the evidence that, at the time of the notice of intent to recommend discharge, the local superintendent or administrator had just cause to discharge the certified school employee. The local school board or governing authority shall present its evidence first, with the certified school employee presenting his evidence thereafter.
E. The hearing shall be held within thirty working days from the selection of the independent arbitrator. The independent arbitrator shall give written notice of the day, time and place of the hearing, and such notice shall be sent to the certified school employee and the local school board or governing authority.
F. Each party has the right to be represented by counsel at the hearing before the independent arbitrator.
G. Discovery shall be limited to depositions and requests for production of documents on a time schedule to be established by the independent arbitrator.
H. The independent arbitrator may issue subpoenas for the attendance of witnesses and for the production of books, records, documents and other evidence and shall have the power to administer oaths. Subpoenas so issued shall be served and enforced in the manner provided by law for the service and enforcement of subpoenas in a civil action or in the manner provided by the American arbitration association's voluntary labor arbitration rules if that entity is used by the parties.
I. The rules of civil procedure shall not apply to the hearing, but it shall be conducted so that both contentions and responses are amply and fairly presented. To this end, the independent arbitrator shall permit either party to call and examine witnesses, cross-examine witnesses and introduce exhibits. The technical rules of evidence shall not apply, but, in ruling on the admissibility of evidence, the independent arbitrator may require reasonable substantiation of statements or records tendered, the accuracy or truth of which is in reasonable doubt.
J. An official record shall be made of the hearing. Either party may order a transcript of the record at his own expense.
K. The independent arbitrator shall render a written decision affirming or reversing the action of the local school board or governing authority. The decision shall contain findings of fact and conclusions of law. The parties shall receive the written decision of the independent arbitrator within thirty working days from the conclusion of the hearing.
L. Unless a party can demonstrate prejudice arising from a departure from the procedures established in this section and in Section 22-10-17 NMSA 1978 [22-10A-27 NMSA 1978], such departure shall be presumed to be harmless error.
M. The decision of the independent arbitrator shall be final and binding on both parties and shall be non-appealable except where the decision was procured by corruption, fraud, deception or collusion, in which case it may be appealed to the court of appeals by filing a notice of appeal as provided by the New Mexico rules of appellate procedure.
N. Each party shall bear its own costs and expenses. The independent arbitrator's fees and other expenses incurred in the conduct of the arbitration shall be assigned at the discretion of the independent arbitrator.

22-10A-29. Compensation payments to discharged personnel.

A. Payment of compensation to any certified school instructor employed by a local school board or by the governing authority of a state agency and payment of compensation to any certified school administrator employed by a local school board shall terminate as of the date, after a hearing, that a written copy of the decision of the local school board or the governing authority of the state agency to discharge the person is served on the person. If the compensation of the person discharged during the term of a written employment contract is to be paid monthly during the term of a written employment contract is to be paid monthly during a twelve-month period for services to be performed during a period less than twelve months, the person shall be entitled to a pro rata share of the compensation payments due for the period during the twelve months in which no services were to be performed.

B. In the event the action of the local school board in discharging a certified school instructor or administrator or the action of the governing authority of a state agency in discharging a certified school instructor is reversed on appeal, payment of compensation to the person shall be reinstated in full but subject to any additional compensation allowed other certified school instructor or administrator of like qualifications and experience employed by the school district or state agency and including reimbursement for compensation during the entire period the compensation was terminated less an offset for any compensation received by the person from a school district or state agency during the period the compensation was terminated.

History: 1953 Comp., § 77-8-15, enacted by Laws 1967, ch. 16, § 120; 1975, ch. 306, § 13; 1978 Comp., § 22-10-18, recompiled as 1978 Comp., § 22-10A-29 by Laws 2003, ch. 153, § 72.

Recompilations. — Laws 2003, ch. 153, § 72 recompiles former 22-10-18 NMSA 1973, as 22-10A-29 NMSA 1978, effective April 4, 2003.

The legislature can constitutionally prescribe the methods for adjudicating a dispute over termination of a certified school employee's right to continued employment because that right is a public right created by statute. Board of Educ. v. Harrell, 118 N.M. 470, 882 P.2d 511 (1994).

Offset provision in Subsection B is not exclusive; rather, a school district or state agency may offset an award by any compensation that a terminated employee received from any source during his period of termination. Board of Educ. v. Jennings, 102 N.M. 762, 701 P.2d 361 (1985).

22-10A-30. Supervision and correction procedures.

The state board shall prescribe by regulations procedures to be following by a local school board or the governing authority of a state agency in supervising and correcting unsatisfactory work performance of certified school personnel before notice of intent to discharge is served upon them and by the governing authority of a state agency in supervising and correcting unsatisfactory work performance of certified school instructors before notice of intent to discharge is served upon them. These regulations shall provide that written records shall be kept on all action taken by a local school board or the governing authority of a state agency to improve any person's unsatisfactory work performance and all implements made in the person's work performance. These written records shall be introduced as evidence at any hearing for the person conducted by the local school board or the governing authority of the state agency.

22-10-19, 22-10-20.	Repealed.
22-10-22.	Suspension and revocation of certificates; appeal.
22-10-23.	Local sabbatical leave program authorized.
22-10-24.	Approved program required for sabbatical leave.
22-10-25.	Minimum conditions for sabbatical leave.
22-10-26.	Pay for sabbatical leave.
22-10-27.	Noncertified school personnel; salaries.

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Appendix E: Teacher Contract *SAMPLE*

La Academia De Esperanza

Teacher Employment Contract

It is hereby agreed between the La Academia De Esperanza, a New Mexico charter school, herein called THE SCHOOL, and _____herein called INSTRUCTOR, that:

1. The INSTRUCTOR shall perform assigned duties at THE SCHOOL for the period indicated below.
2. The INSTRUCTOR shall present himself or herself for duty at such times and places as designated by the Head Administrator or his (her) authorized personnel.
3. As a condition precedent to any obligation of THE SCHOOL to pay for accept the services of the INSTRUCTOR, the INSTRUCTOR shall make the required reports and possess the proper license(s) and qualifications required by law.
4. For such teaching services, lawfully and properly performed, THE SCHOOL shall pay to said INSTRUCTOR, at the times specified herein, the amount that may be due, according to this contract, pursuant to THE SCHOOL's salary schedule.
5. This contract is binding unless the teacher gives thirty (30) days written notice of termination to the Head Administrator. Failure to give such thirty (30) calendar day notice shall entitle the THE SCHOOL, in its discretion, to file a written complaint with the Public Education Department requesting suspension or revocation of the INSTRUCTOR'S license.
6. The INSTRUCTOR shall accept or reject the contract of offer of employment within fifteen (15) calendar days from receipt of such offer of employment.

Identification:

Name of teacher _____

Street Address _____

City, State Zip code _____

Phone _____

Teaching Period:

This contract is for a one-year period. THE SCHOOL employs the INSTRUCTOR for THE FISCAL SCHOOL year beginning (FIRST REPORTING DAY, and ending on the date specified by the SCHOOL in its calendar for the FISCAL school year, subject to adjustment for required makeup days.

Contract Teaching Period

The contract salary for THE CURRENT SCHOOL YEAR, is based upon a school year of: 180 teaching days plus 10 non-teaching days for a total of 190 working days and subject to the

approved budget. For each day's absence from duty not included in sick leave or otherwise compensated for, deductions shall be made in accordance with the rules and regulations of the SCHOOL. In the event that the INSTRUCTOR is employed on a two (2) or three (3) year contract, Subsection C. of Section 6.66.2.8 NMAC herein may be amended in the second and/or third year(s) to reflect any appropriate district salary adjustment factors. The SCHOOL may, but shall not be required to, increase prospectively, but not retroactively, the salary for any school year governed by the terms of this contract if revenues are available to THE SCHOOL district for that school year. Any increase is subject to budgetary approval by the State Department of Public Education. Notwithstanding the above, THE SCHOOL shall further have the authority, for any school year governed by the terms of this contract and for which a salary increase is mandated if the charter school meets conditions as specified by the Legislature of New Mexico, to implement salary adjustments during THE SCHOOL year in accordance with a salary schedule adopted by THE SCHOOL in accordance with the Legislative guidelines for that year. Any adjustment is subject to budgetary approval by the State Department of Public Education.

Licensure:

The INSTRUCTOR shall furnish THE SCHOOL the following: (a) a proper license for the position to be held; (b) an official transcript showing the education record and training of the INSTRUCTOR, (c) suitable evidence of date of birth; (d) such health certificates as may be required by law; and (e) any other documents as may be required by law. Failure to furnish any of the foregoing items at the required time may result in cancellation of this contract in accordance with the New Mexico Statutes and any applicable rules and regulations of THE SCHOOL and the Public Education Department.

Type of Teacher's Certificate held: _____

Licensure Number: _____

Date Issued: _____

Expiration Date: _____

Salary:

In accordance with THE SCHOOL's approved salary schedule, for use during THE CURRENT SCHOOL year, the INSTRUCTOR's salary based upon the following factors:_____ degree, _____ additional approved semester hours, and_____ years of allowable experience is $ _____, less required or authorized deductions. All of the above are subject to verification and, in the event of any error or incorrect computation; appropriate adjustment of this contract will be made after consultation with the INSTRUCTOR.

The contract salary for THE CURRENT SCHOOL year, shall be paid the INSTRUCTOR in 26 installments. The first installment shall be due and payable on FIRST PAY PERIOD IN AUGUST.

Insurance:

THE SCHOOL shall, during the term of this contract, pay the SCHOOL'S PORTION OF THE premium for coverage of medical, dental, vision, life, and long-term disability insurance for full-time teachers. The benefits are described in the contract between THE SCHOOL and New Mexico Public School Insurance Authority.

Sick Leave:

The INSTRUCTOR shall be entitled to sick leave with pay for a total of not more than _10_ working days per year. Unused sick leave may be accumulated to a total of not more than _200_ working days.

Personal Leave:

The INSTRUCTOR shall be entitled to one (1) personal day per school calendar year for a total of not more than two (2) personal days to be accumulated per school year.

Termination of Employment Contract:

This contract and the parties hereto are and shall continue to be subject to applicable laws of the State of New Mexico and the rules and regulations of THE SCHOOL and the Public Education Department as they may exist. This contract may be cancelled by THE SCHOOL for cause, including unsatisfactory work performance, incompetence, insubordination, physical or mental inability to perform the required duties or for any other good and just cause, provided, that any such cancellation may be effected only in accordance with the New Mexico Statutes and any applicable rules and regulations of THE SCHOOL and the Public Education Department.

This contract may also be cancelled by THE SCHOOL for cause not personal to the INSTRUCTOR when a reduction in personnel is required as a result of decreased enrollment or a decrease or revision of educational programs or insufficient legislative appropriation or authorization being made by the state and/or federal government for the performance of this contract, in accordance with the New Mexico Statutes and any applicable rules and regulations of THE SCHOOL and the Public Education Department.

This contract may also be cancelled by THE SCHOOL when the INSTRUCTOR is unable to obtain a granted Federal Clearance letter from the Department of Education and/or Children, Youth and Families. This contract is contingent upon the INSTRUCTOR obtaining a granted Federal Clearance Letter from the Department of Education. If the INSTRUCTOR is unable to obtain a granted clearance this contract will be cancelled.

Employment authorized, Date: _____

Head Administrator Signature: _____Date of Execution:_____

Appendix: F: Educational Assistant Contract *SAMPLE*

La Academia De Esperanza

Educational Assistant Employment Contract

It is hereby agreed between La Academia de Esperanza, a New Mexico charter school, herein called the School, and _____herein called EA (Educational Assistant), that:

1. The EA shall perform assigned duties at THE SCHOOL for the period indicated below.
2. The EA shall present himself or herself for duty at such times and places as designated by the Head Administrator or his (her) authorized personnel.
3. As a condition precedent to any obligation of THE SCHOOL to pay for accept the services of the EA, the EA shall make the required reports and possess the proper license(s) and qualifications required by law.
4. For such educational support services, lawfully and properly performed, the school shall pay to said EA, at the times specified herein, the amount that may be due, according to this contract, pursuant to the school's salary schedule.
5. This contract is binding unless the EA gives thirty (15) days written notice of termination to the Head Administrator. Failure to give such thirty (15) calendar day notice shall entitle THE SCHOOL, in its discretion, to file a written complaint with the Public Education Department requesting suspension or revocation of the EA'S license.
6. The EA shall accept or reject the contract of offer of employment within fifteen (15) calendar days from receipt of such offer of employment.

Identification:

Name of EA _____

Street Address _____

City, State Zip code _____

Phone _____

Teaching Period:

This contract is for a one-year period. The SCHOOL employs the EA for the CURRENT school years beginning FIRST REPORTING DAY, and ending on the date specified by the SCHOOL in its calendar for the FISCAL school year, subject to adjustment for required makeup days.

Contract Teaching Period

The contract salary for the FISCAL school year, is based upon a school year of: 180 teaching days plus 10 non-teaching days for a total of 190 working days and subject to the approved

budget. For each day's absence from duty not included in sick leave or otherwise compensated for, deductions shall be made in accordance with the rules and regulations of the SCHOOL.

Licensure:

The EA shall furnish the SCHOOL the following: (a) a proper license for the position to be held; (b) an official transcript showing the education record and training of the EA, (c) suitable evidence of date of birth; (d) such health certificates as may be required by law; and (e) any other documents as may be required by law. Failure to furnish any of the foregoing items at the required time may result in cancellation of this contract in accordance with the New Mexico Statutes and any applicable rules and regulations of the SCHOOL and the Public Education Department.

Type of EA's Certificate held: _____

Licensure Number: _____

Date Issued: _____

Expiration Date: _____

Salary:

In accordance with the SCHOOL's approved salary schedule, for use during the FISCAL school year, the EA's salary based upon the following factors:_____ degree, _____ additional approved semester hours, and_____ years of allowable experience is $ _____, less required or authorized deductions. All of the above are subject to verification and, in the event of any error or incorrect computation; appropriate adjustment of this contract will be made after consultation with the EA.

The contract salary for the FISCAL school year, shall be paid the EA in _26_ installments. The first installment shall be due and payable on FIRST PAYROLL DATE.

Insurance:

The SCHOOL shall, during the term of this contract, pay the SCHOOL'S PORTION OF the premium for coverage of medical, dental, vision, life, and long-term disability insurance for full-time EAs. The benefits are described in the contract between the school and New Mexico Public School Insurance Authority.

Sick Leave:

The EA shall be entitled to sick leave with pay for a total of not more than _10_ working days per year. Unused sick leave may be accumulated to a total of not more than _200_ working days.

Personal Leave:

The EA shall be entitled to one (1) personal day per school calendar year for a total of not more than two (2) personal days to be accumulated per school year.

Termination of Employment Contract:

This contract and the parties hereto are and shall continue to be subject to applicable laws of the State of New Mexico and the rules and regulations of the SCHOOL and the Public Education Department as they may exist. This contract may be cancelled by the SCHOOL for cause, including unsatisfactory work performance, incompetence, insubordination, physical or mental inability to perform the required duties or for any other good and just cause, provided, that any such cancellation may be effected only in accordance with the New Mexico Statutes and any applicable rules and regulations of the SCHOOL and the Public Education Department.

This contract may also be cancelled by the SCHOOL for cause not personal to the EA when a reduction in personnel is required as a result of decreased enrollment or a decrease or revision of educational programs or insufficient legislative appropriation or authorization being made by the state and/or federal government for the performance of this contract, in accordance with the New Mexico Statutes and any applicable rules and regulations of the SCHOOL and the Public Education Department.

This contract may also be cancelled by THE SCHOOL when the EA is unable to obtain a granted Federal Clearance letter from the Department of Education and/or Children, Youth and Families. This contract is contingent upon the EA obtaining a granted Federal Clearance Letter from the Department of Education. If the EA is unable to obtain a granted clearance this contract will be cancelled.

Employment authorized on: DATE:_____

Head Administrator signature: _____

EA Signature: _____

Appendix H: Sabbatical Leave Policy

A certified employee who has completed seven consecutive years of service in a certified capacity with La Academia De Esperanza (LADE) is eligible to apply for up to one year of unpaid Sabbatical Leave. A Sabbatical Leave is leave intended to allow the employee to pursue non-traditional professional growth or scholarly work. This includes, but is not limited to, such activities as:

a) Peace Corps
b) Corporate or educational exchange programs
c) Foreign studies or travel that has a direct relationship to education or the employee's area of specialization.

PROCEDURE: All requests for Leaves of Absences must be accompanied by a recommendation from the employee's Head Administrator or immediate supervisor stating that the employee is performing at an "above satisfactory" level and that the employee exhibits a high level of professional conduct.

1. Requests for approval must be submitted at least 30 calendar days in advance of the requested leave.
2. Employees granted a Leave of Absence, will retain all accumulated leave as long as they return to employment at LADE.
3. An employee terminating employment with LADE during or at the end of the leave will forfeit all accumulated leave with the exception of an unused Annual Leave.
4. An employee granted a Leave of Absence for a portion of any school/contract year must notify the Head Administrator in writing of his/her intent to return to duty at least fifteen (15) calendar days prior to the projected date of return.
5. An employee granted a Leave of Absence for an entire contract year must notify the Head Administrator by March 15th of the school year in which the leave was taken, of his/her intent to return to duty. At that time the employee must submit a request in writing to return to duty or resign. If no request is received by March 15th of the contract year, the employee will be considered to have resigned.
6. Renewal of Leaves of Absence for extenuating circumstances will be considered on an individual basis.
7. Any violation of the conditions of a granted Leave of Absence will result in revocation of that leave.
8. An employee granted a Leave of Absence will return to an equivalent position similar to the one held prior to the leave, but is not guaranteed the same position.
9. An employee on Leave of Absence will not earn experience credit during the period in which they are on leave. A sabbatical leave of absence without pay shall not be considered as an interruption of continuous service, but it will not be counted as determining the six year requirement.
10. An employee on unpaid Leave of Absence for more than one month of consecutive work days may continue the group insurance by timely payment of the full premium, with no LADE contribution. The employee may also continue his participation in the educational retirement plan by making timely contributions.
11. Sabbatical leaves shall be granted only upon agreement by the employee to return to LADE for at least two years following the leave or repayment to LADE the salary received during the leave. Such an agreement shall be placed in a supplementary contract executed prior to the authorization for the sabbatical leave.
12. The maximum term of any one period sabbatical leave shall be one year.
13. Documentation that the employee met the conditions of this leave must be presented to the Head Administrator before the employee may be reinstated to LADE.

APPENDIX I: CHILD ABUSE AND NEGLECT REPORTING

POLICY:

It is the duty, pursuant to Section 32-1-15 NMSA 1978, to report suspected child abuse and/or neglect: It is the duty of any school employee who knows or suspects that a child is or has been abused or neglected upon penalty of fine to report this information immediately to either (1) the criminal prosecution division of the office of the district attorney, (2) the county social services division of the Human Services Department in the county where the child resides or (3) the juvenile probation services office of the county where the child resides. School employees and officials shall cooperate with investigators of the above-named agencies investigating suspected instances of child abuse and neglect.

PROCEDURE:

1) **Immediately contact the Head Administrator that you have suspected abuse or neglect prior to making a report**
2) **As long as the report is made in good faith, the reporting school employee shall be immune to civil liability or criminal sanctions for their action. Any school employee who permits a member of a law enforcement agency or an employee of the human services department to interview the child with respect to that report without the permission of his parent/guardian, guardian or custodian is presumed to be acting in good faith and shall be immune from civil and criminal liability that might otherwise be incurred, unless the employee acted in bad faith or with malicious purpose.**
3) **All employees have a mandatory, non-discretionary duty to report known or suspected abuse or neglect of a child.**
4) **Medical/Nursing staff will be asked to assess the student and make appropriate medical referrals when indicated.**
5) **It is not the duty of the school employee making the report to conduct an investigation to determine whether the child identified has in fact been abused or neglected. The duty to investigate the report is set forth in Section 32-1-15 NMSA, 1978 of New Mexico Statutes.**
6) **The failure of any school employee to report knowledge or suspicion of child abuse or neglect will be cause for criminal prosecution and may be cause for discipline of the employee.**
7) **Any staff member witnessing or suspecting any student or staff of abuse and/or neglect shall <u>IMMEDIATELY</u> separate the victim from the alleged perpetrator (student or staff) in order to prevent additional harm to the student and <u>IMMEDIATELY</u> report their knowledge or suspicion of abuse or neglect to the Head Administrator or his/her designee.**
8) The Head Administrator or designee or person that filed the report to the authorities will fill out an incident report, which documents when and by whom the abuse or neglect was reported.
9) Administrative staff will assist the reporting staff member in notifying the appropriate authorities and legal guardians of the student. It is the legal responsibility of the person receiving the information or suspecting that abuse and neglect is occurring to make the referral report.
10) Child Protective Services can be contacted at (505) 841-6100. It is important to have the following information available at the time of the call:
    1. The county that the child resides in
    2. Physical/mailing address
    3. Directions to the house
    4. Home Phone
    5. Full name(s) of all of the children residing in the home, their dates of birth, and schools they attend
    6. Full names of adults residing in the home, work locations and phone numbers
    7. Any previous calls that were reported or any other information that may help.
    8. If you wish to be totally anonymous, you do not have to give their name.

OFFICIAL CONTACT WITH STUDENTS IN SCHOOL

A. Administrative Authorization Required**: Law enforcement officers including investigators employed by public agencies authorized to investigate child abuse, may not be permitted contact with any student except by the Head Administrator or his or her designee, and pursuant to the procedures and requirements set forth in this policy.**

B. Verification, Documentation, and Parent/guardianal Notification Procedures**: Prior to any student being interviewed, the Head Administrator or his or her designee shall:**

1. Write down the name, badge number, and agency of the officer(s), together with the date, and time of appearance.

2. Confirm by telephone with the agency that employs the officer(s) their identity and authorization in seeking contact with the student, and record the name and position of the person confirming such information and the time of such confirmation.

C. Contacting the Student's Parent/guardian(s) or Guardian: **If upon the initial request for contact by the officer(s) or agency, the Head Administrator is directed by either not to attempt to notify the student's parent/guardian(s) or guardian or to obtain the attendance of the student's parent/guardian(s) or guardian.**

1. **that direction should be added to the information recorded by the Head Administrator pursuant to this section, and**
2. **the officer should be asked to sign the statement.**

DEFINITIONS:

1. **MOLESTATION**: Any type of aggressive sexualized behavior or other inappropriate sexual advances toward another person.

2. **ABUSE**: Any act or failure to act, performed intentionally, knowingly, or negligently, that causes or is likely to cause emotional or physical harm to a student.

3. **NEGLECT**: Any act which fails to provide treatment, service, care, medication, or other items that are necessary to maintain the health and safety of the student, or failure to take reasonable precautions or to properly supervise or control the provisions of any treatment, care, or service that are necessary to prevent damage to the health or safety of the student.

APPENDIX J: CHILD ABUSE AND NEGLECT REPORTING FORM

School Personnel Contact with Students

Student Name _____ Student D.O.B**.**

_____

Parent/guardian/Legal Guardian Name _____

Police Officer

1. **Name** _____
2. **Badge** _____
3. **Agency** _____
4. **Date** _____
5. **Time** _____

A. CYF/JPO/etc.

1. **Name** _____
2. **ID #** _____
3. **Agency** _____
4. **Date**_____
5. **Time** _____

D. Contact with Parent/guardians/Legal Guardian

Yes _____

No _____

School Directed not to contact Parent/guardian/Guardian by (Name and Position)

_____

Officers or Non-School Official Signature._____

E. Procedural steps taken by police or other non-school official

_____

_____

F. Confirmed Authorization of Officer or Non-School Official

Name of School Person doing confirmation _____

Name of Agency Person authorizing the officer or Non School Official _____

Position _____

Date _____

Agency _____

Phone # _____

APPENDIX K: PERFORMANCE EVALUATION REVIEW PROCESS

POLICY:

It is the policy of La Academia de Esperanza that a job-specific performance evaluation will be conducted for all personnel annually in accordance with State regulations to ensure ongoing competence of each staff.

TEACHER PROFESSIONAL DEVELOPMENT PLANS:

All Professional Development will reflect the mission, goals and objectives of Esperanza. The school will actively seek funds for improvement of teaching and learning through high quality professional development activities in core academic subjects through all means available.

PROCEDURE:

1) La Academia De Esperanza will assess each employee's ability to achieve the expectations of the job as stated in the employee's job description. The performance evaluation is derived from the employee's job description and all employees are required to sign their job description.
2) The Head Administrator should complete the performance evaluation on all employees at a minimum of one time per year. The Human Resource Department will issue a list to the Head Administrator indicating the employees who are due for their performance evaluation.
3) Between scheduled performance evaluations, the Head Administrator should discuss with employees on an informal basis any performance issues that warrant attention and should keep records of any significant events.
4) Performance evaluations will be maintained by the Human Resource Department and will be placed in the employee's personnel file.
5) The Head Administrator should meet with the employee and discuss the evaluation, assess the employee's strengths and weaknesses in a constructive manner, and set goals and objectives for the period ahead. The employee should be given the opportunity to examine the evaluation and make written comments about any aspect of it. The employee and Head Administrator should then sign and date the evaluation and forward it to the Human Resources Department for review and inclusion in the employee's personnel file
6) Information derived from the performance evaluation may be considered when making decisions affecting an employee including, but not limited to, decisions concerning training needs and opportunities, pay, promotion, transfer, or continued employment.
7) The procedures discussed in this policy are only guidelines. La Academia De Esperanza may unilaterally modify or revoke them in whole or in part from time to time. Accordingly, these procedures are not a promise or contract, express or implied; that they will be used in every instance.

HEAD ADMINISTRATOR EVALUATION PROCEDURES:

1) La Academia De Esperanza Governing Council will be responsible for evaluating the Head Administrator on a semi-annual basis the first year of employment and annually thereafter.
2) A written self-assessment will be submitted to the Governing Council for annual review.
3) All evaluations of the Head Administrator shall be consistent with Public Education Department guidelines and the School Personnel Act.
4) The Governing Council may initiate a special performance evaluation for the Head Administrator as prescribed in his/her contract to assess his/her performance of job duties. A special circumstance or situation may be cause for disciplinary action or dismissal.
5) Employees whose services do not conform to the standards of La Academia De Esperanza may be placed on intensive evaluation at any time during the school year.