



J. Paul Taylor Academy

Recapturing the Joy of Learning - Recapturar la Alegria de Aprender



Employee Policy Manual

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INTRODUCTION

WELCOME TO J. PAUL TAYLOR ACADEMY

From the Executive Director

Thank you for being a member of the *J. Paul Taylor Academy* team! You have a great contribution to make to the education of children, and we sincerely hope that you will find your employment at *J. Paul Taylor Academy* to be a professionally rewarding experience. We look forward to working together to create opportunities for children becoming successful lifelong learners. You have joined an organization that strives for outstanding quality in education. Considerable effort has been exerted to design and implement a charter school that provides a unique approach to education from that of traditional public schools.

As a member of *J. Paul Taylor Academy* team, you will be expected to contribute your talents and energies to help us realize our goal of providing excellent educational opportunities through project based learning, Spanish Acquisition, and connecting students to the arts.

This Employee Policy Manual should provide answers to most of the questions you may have about our benefit programs, policies, and procedures. If after reading this manual, however, you have unanswered questions, please discuss the matter with me. I extend to you my personal best wishes for your success and happiness at *J. Paul Taylor Academy*.

Sincerely,

Eric Ahner
Executive Director

WELCOME TO J. PAUL TAYLOR ACADEMY

From the Governance Council

Welcome! We are happy that you have joined our team of committed, caring, and incredibly talented educators and staff members. We hope that you will enjoy our wonderful community and have a rewarding experience. There is great potential to have a large impact on students in our small and unique setting, and we appreciate all that you will do to ensure that our students receive the best educational experience possible.

As a charter school authorized by the State of New Mexico Public Education Commission, we function as our own independent district. The *J. Paul Taylor Academy* Governance Council is responsible for ensuring adherence to all laws, formulating policy, approving the budget, Charter contract and performance framework adherence, and hiring and management of the Executive Director. The Executive Director oversees the day-to-day management and operations of the school. The Governance Council is made up of student body family members and community members who volunteer their time and expertise. We strive to consistently maintain a Council of qualified members who bring diverse backgrounds, such as educators, business people with finance and accounting backgrounds, and attorneys.

We strongly encourage staff to attend and participate in Governance Council committees and meetings to ensure that we have staff input. If you are interested in learning more about the governance process, we recommend reading the Governance Council By-Laws, attending meetings, and/or reading our agendas and minutes, which can be found on the school website under the Governance tab.

Again, welcome to *J. Paul Taylor Academy*! We look forward to working with you.

Sincerely,

J. Paul Taylor Academy Governance Council

WELCOME TO J. PAUL TAYLOR ACADEMY

From the Staff

We are excited to have you join our Phoenix Family. We hope you find that being a member of our school community means you will meet interesting people, inspire motivated thinkers, and share innovative practices. You will have the opportunity to work with a project based learning approach to education which allows us to use a hands on, student-led, holistic approach to teaching and learning. Your professional perspectives will be pushed to wonderful new boundaries here! Our charter also prioritizes Spanish, and we welcome your contributions as we endeavor to gift a love of this language to all JPTA students.

If you have questions, please reach out! We want you to feel welcome and to get the tools you need to be a happy and confident member of our school team.

Your Partners,

J. Paul Taylor Academy Teachers and Staff

ABOUT THIS POLICY MANUAL

This Policy Manual has been written to establish or reference policy and procedures for the employee and employer. This manual and the policies contained herein apply to teachers and staff at *J. Paul Taylor Academy* unless superseded by the Collective Bargaining Agreement or Federal or State law. In addition, certain individuals who are not employees of *J. Paul Taylor Academy* but who nevertheless work on premises, such as independent contractors and members of the Governance Council, are also expected to comply with the terms and conditions of this manual to the extent that the manual sets standards of conduct for individuals who work at *J. Paul Taylor Academy*. Unless otherwise indicated, a benefit, policy, program, or procedure applies or is available to all employees.

This manual contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to the Executive Director. All employees are responsible for reading, understanding, and complying with the provisions of this manual. In addition, all exempt (licensed) employees who are members of the *J. Paul Taylor Academy* Collective Bargaining Unit, are responsible for reading, understanding and complying with the Collective Bargaining Agreement (CBA), which contains numerous provisions related to members' employment that may or may not be enumerated in this manual. Changes will be effective on the dates determined by the school, and after those dates all superseded policies will be null.

With the exception of an executed employment contract, neither this manual nor any other *J. Paul Taylor Academy* document confers any contractual right, either expressed or implied, to remain in *J. Paul Taylor Academy* employment, nor does it guarantee any fixed terms and conditions of your employment.

Only the Executive Director of *J. Paul Taylor Academy* has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Second, the procedures, practices, policies and benefits described here may be modified or discontinued from time to time.

MISSION STATEMENT

J. Paul Taylor Academy, in alliance with families at the school and community, will offer a rigorous, well-rounded Spanish acquisition, project based instructional program in a smaller school to promote excellence for the diverse students of the Las Cruces area.

NUESTRA DECLARACIÓN DE MISIÓN

J. Paul Taylor Academy, en alianza con las familias de la escuela y la comunidad, ofrecerá un riguroso programa de instrucción basada en proyectos y adquisición del lenguaje español. En un ambiente de aprendizaje pequeño, para promover la excelencia académica de los estudiantes diversos del área de Las Cruces.

SCHOOL MOTTO

Recapturing the Joy of Learning

ABOUT THE CHARTER

J. Paul Taylor Academy is a small public, innovative charter school, which is authorized by the New Mexico Public Education Commission (PEC) and monitored by the Charter School Division (CSD) and the NM Public Education Department (PED). The school maximum enrollment is 200 students from grades K-8. A significant portion of the school's integrated curriculum utilizes Project-Based Learning and Spanish Language Acquisition in the classroom.

To be authorized as a charter school, a determination must be made that there is a need that is not being met by local district schools, and a plan must be developed to meet those needs. Our dual primary missions of Project-Based Learning and Spanish Language Acquisition are at the heart of what makes our school unique to the area and remains the core focus of the school. Our charter also includes other "Material Terms," or promises, about our school, including a focus on art and music programs, promotion of healthy and active lifestyles, and high levels of community and parent involvement. It is the responsibility of all staff members and administration to ensure that we are keeping the promises contained in our charter contract. Charters are issued on 5-year terms and must be renewed every 5 years. The renewal process requires displaying adequate financial management of the school, high academic performance, and evidence that all material terms of the charter have been met.

HISTORY

School founders, Beatrice Jenkins, Cynthia Risner-Schiller, Lynne Gratton, Shar Happe, and Mary Loveland, submitted a charter school application to the New Mexico Public Education Department, Charter School Division, on December 21, 2009 to establish *J. Paul Taylor Academy*. The founders first considered naming the school Organ Mountain Academy, but were greatly honored when one of New Mexico's most influential champions of social justice, J. Paul Taylor, agreed to let the school carry his name.

In the charter application, the founders spelled out the importance of meeting the needs of all students and proposed using a project-based learning approach and focusing on Spanish language acquisition. The charter was accepted in December 2010, and after an extensive search, Cynthia Risner-Schiller was hired as the school's first Head Administrator in spring 2011.

The school's first year of operation was 2011-2012. *J. Paul Taylor Academy* originally opened in a temporary, rented space: a former pre-school located at 3900 Del Rey Boulevard, Las Cruces, New Mexico 88012. The school originally served K-6th grades with a plan to add 7th and 8th grades in subsequent years. In the first year, staff and the Governance Council began to search for a permanent location.

In the first year, students selected the Phoenix as the school mascot. The district was canvassed to gather the names of all local school mascots, and the only mascots of interest that were not already in use were the bobcat and the horned lizard. Students suggested adding the Phoenix for consideration, and the students voted. Older students made ballots and handled the voting, and

all students were able to submit mascot drawings. The Phoenix won as the school mascot, and student, Alma Kassim, had the winning Phoenix drawing.

In year two, 2012-2013, the school added 7th grade. The middle school offered classes fulfilling all state requirements.

In the third year, 2013-2014, the final grade, 8th grade, was added. Staff and the Governance Council began preparing for charter renewal.

In the fourth year, 2014-2015, staff and the Governance Council continued to prepare for charter renewal and filed two amendments to the charter. Through the combined efforts of Dr. Jana Williams with the facilities committee and then Superintendent, Stan Rounds with his Las Cruces Public Schools' Team, a location in the Alameda District of Las Cruces was chosen and the construction began. At the end of the year, Mrs. Risner retired, and Aine Garcia-Post was hired as the new Head Administrator.

In year five, 2015-2016, the school moved to its new location at 402 W. Court Avenue, Building 2, Las Cruces, NM 88005 in November. The charter renewal was submitted and approved. At the end of the school year, Ms. Garcia returned to the local district. The Licensed Employees formed a collective bargaining unit.

The sixth year, 2016-17, was the first year of the new charter contract. Eric Ahner was hired as the administrator with a new title of Executive Director. Further development of the schoolyard occurred with the completion of the basketball and foursquare courts.

The seventh year, 2017-18, saw final ratification of the Licensed Employees Collective Bargaining Agreement (CBA). Two amendments to our Charter were submitted and approved. The track was completed, and funding was also secured for the irrigation, grass, and a play structure for the schoolyard. At the end of the school year, Mr. Ahner returned to classroom teaching.

In year eight, 2018-19, Christy Takacs was hired as Executive Director, and Sharon Myers was hired as the school's first Assistant Director. Irrigation and grass were installed in the schoolyard. In year nine, the outdoor classroom and playset were installed. At the end of the year, Ms. Takacs and Ms. Meyers retired.

In year ten, 2020-21, Eric Ahner returned as Executive Director. The school applied for charter renewal.

J. Paul Taylor Academy continues to serve the diverse students of the Las Cruces area with a Project-Based Learning approach and a focus on Spanish language acquisition.

SECTION 1 – PRE-EMPLOYMENT

1.1 EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the

accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

SECTION 2 – YOUR EMPLOYMENT

2.1 OPEN COMMUNICATIONS

We want to hear from you. *J. Paul Taylor Academy* strongly encourages employee participation in decisions affecting them and their daily professional responsibilities. We truly believe that our greatest strength lies in our employees and our ability to work together. To this end, we encourage you to engage in open communications about all aspects of our organization. Employees are encouraged to openly discuss with their supervisor any problems or suggestions so appropriate action may be taken. If the supervisor cannot be of assistance, the Executive Director is available for consultation and guidance. *J. Paul Taylor Academy* is interested in all of our employees' success and happiness. We, therefore, welcome the opportunity to help employees whenever feasible.

2.2 NEW EMPLOYEE ORIENTATION

Orientation is a formal welcoming process that is designed to make the new employee feel comfortable, informed about the school, and prepared for their position. New employee orientation is typically primarily conducted by the Executive Director, and includes an overview of the school's history, an explanation of the school's core values, vision, and mission; and goals and objectives. In addition, the new employee will be given an overview of benefits, tax, and legal issues, and complete any necessary paperwork.

Employees are presented with all codes, keys, and procedures needed to navigate within the workplace. The new employee's supervisor or the Executive Director then introduces the new hire to staff throughout the school, reviews their job description and scope of position, explains the school's evaluation procedures, and helps the new employee get started on specific functions.

2.3 NEW TEACHER MENTORSHIP

JPTA's administration and teachers jointly recognize the value of supporting Beginning Level I and Alternative License teachers.

Both parties acknowledge that professional development for new teachers includes the following goals:

- A. Strengthening new teachers' skills, competence, and confidence
- B. Improved student learning by providing all students with well-prepared teachers
- C. Improved school climate through professional growth for all educators
- D. Providing the infrastructure necessary to retain quality teachers
- E. To support and assist all Level I teachers until they successfully achieve Level II license and Alternative Licensure teachers seeing a Level I license.

All Level I, Alternative Licensure teachers, and teachers new to J. Paul Taylor Academy will be provided with an on-site mentor who will meet with them on a regular basis.

- A. This mentor and their assigned Level I, Alternative Licensure, and/or new teacher should have a schedule that allows for meetings during the workday that does not include their 30-minute duty free lunch.
- B. Mentors and mentees, in collaboration with the Executive Director, will develop a mentorship plan that provides adequate support for the mentee.
- C. Once the plan is agreed upon, a stipend for the mentor will be negotiated.

2.4 EMPLOYMENT

Staff members who are not under contract are considered “at will.” Exempt (licensed) staff who have not yet received a third consecutive annual contract, are considered “at will” at the end of the first and second contract.

In the event a supervisor has a concern about a first or second-year exempt (licensed) employee covered by the *J. Paul Taylor Academy* CBA, the following steps will be taken when determining whether such employee will be recommended for rehire. First and second-year exempt (licensed) and CBA-covered employees will be notified in writing via memorandum of concern, post observation tool, or Professional Development Plan (PDP) of any areas needing improvement as soon as areas of improvement are determined by the employee’s supervisor(s).

2. If a first or second year exempt (licensed) and CBA-covered employee receives an unsatisfactory rating on any observation or there are additional concerns, their PDP will be reviewed and be revised to address the areas of concern. 3. Note that exempt (licensed) and CBA-covered employees who have not yet been offered a third year contract are not provided with the same rights regarding progressive discipline as per New Mexico Public Education Department guidelines.

No one other than the Executive Director has the authority to alter an employee’s employment status or set employment terms contrary to this policy. Unless otherwise provided by law, an employment contract must be in writing and signed by the Executive Director.

2.5 STATUS

An “employee” of *J. Paul Taylor Academy* is a person who regularly works for *J. Paul Taylor Academy* on a wage or salary basis. “Employees” may include exempt, non-exempt, regular full-time, regular part-time, and temporary persons, and others employed with *J. Paul Taylor Academy* who are subject to the control and direction of *J. Paul Taylor Academy* in the performance of their duties.

EXEMPT (INCLUDES certified/LICENSED EMPLOYEES)

Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements. In New Mexico public schools, these positions are typically teachers, administrators, and other personnel who must hold a certificate or license for employment, but may also mean individuals charged with supervisory or management responsibilities

NON-EXEMPT (Also known as classified)

Employees whose positions do not meet FLSA criteria and who are paid one and one-half of their regular rate of pay for hours worked in excess of 40 hours per week. In New Mexico public schools, these positions commonly include kitchen personnel, school secretaries, Educational Assistants, and janitorial services. The minimum number of hours worked for earning one and one-half of regular pay per hour may vary by position but will not exceed 40.

REGULAR FULL-TIME

Employees who are regularly scheduled to work 37.5 or more hours per week are considered regular full time.

REGULAR PART-TIME

Employees who are regularly scheduled to work between 18.75 and 37.5 hours per week are considered regular part time.

TEMPORARY (FULL-TIME or PART-TIME)

Temporary employees are defined as those whose performance is being evaluated to determine whether further employment in a specific position or with *J. Paul Taylor Academy* is appropriate or individuals who are hired as interim replacements to assist in the completion of a specific project or for vacation relief. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until they are notified of a change. They are not eligible for any of *J. Paul Taylor Academy's* benefit programs.

2.6 CRIMINAL HISTORY

After you have been offered a position, but prior to becoming an employee of *J. Paul Taylor Academy*, we will complete a comprehensive criminal history and background inquiry consisting of prior employment verification, professional reference checks, education licensure, and certification confirmation. All applicants offered employment or contractors whose employees will have unsupervised access to students must undergo a criminal background check in accordance with applicable laws. To the extent permitted by law, *J. Paul Taylor Academy* may require that these costs be borne by the employee or contractor. Individuals whose experience and educational background differs from that of the employment application may not be considered for employment. Please see the school's Background Investigations policy for more specific information on the background check process.

2.7 EDUCATIONAL HISTORY

Employees whose placement on a salary schedule is based, at least in part, on educational history, are required to provide official transcripts and/or submit to an educational verification search to verify units earned/degree received or in-service hours. These requirements must

be completed prior to beginning employment, and the information must be submitted to the Executive Director. Please see the school's Training and Experience Policy in section 6.1 of this manual for more information.

2.8 CONFLICT OF INTEREST

Just as *J. Paul Taylor Academy* expects the highest personal conduct from our students, we expect you to engage in your profession according to the highest ethical standards of conduct and avoid potential conflicts of interest. Business dealings that appear to create a conflict between the interests of *J. Paul Taylor Academy* and an employee are unacceptable. *J. Paul Taylor Academy* recognizes your right to engage in activities outside of your employment that are of a private nature and unrelated to the school. However, you must disclose any possible conflicts so that *J. Paul Taylor Academy* may assess and prevent potential conflicts of interest from arising. Please disclose actual or potential conflicts of interest, in writing, to your supervisor.

A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (*i.e.*, spouses, fathers, fathers-in-law, mothers, mothers-in-law, brothers, brothers-in-law, sisters, sisters-in-law, sons, sons-in-law, daughters, daughters-in-law, or domestic partners) as a result of the *J. Paul Taylor Academy* business dealings, as specified in the Conflict of Interest Policy on the school's website.

It is not possible to specify every action that might create a conflict of interest. If you have any question about whether an action or proposed course of conduct would create a conflict of interest, you should immediately contact your supervisor to obtain advice on the issue. The purpose of this policy is to protect you from any conflict of interest that might arise. A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

2.9 OUTSIDE EMPLOYMENT AND VOLUNTEERING

Full-time employees at *J. Paul Taylor Academy* are expected to give precedence to their position with the school over any type of outside work, self-employment, or volunteering. Employees are free to carry on outside work, self-employment, or volunteering as long as no school facilities or equipment are used, and the outside work, self-employment, or volunteering does not interfere with the employee's performance of school duties. The school name and/or logo are not to be worn or otherwise displayed by employees during outside work, self-employment, or volunteering activities that are political in nature or may be viewed as contrary to the values of *J. Paul Taylor Academy*.

Outside work, self-employment, and volunteering are of concern to *J. Paul Taylor Academy* when they:

- prevent the employee from performing assigned responsibilities in an effective manner;
- compromise the school; and/or
- raise a question of conflict of interest. For example, where the employee's position in the school permits access to information or other advantages that are useful to the

outside employer or organization.

2.10 IMMIGRATION LAW COMPLIANCE

In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with *J. Paul Taylor Academy* within the past three years, or if their previous I-9 is no longer retained or valid. If employees cannot verify their right to work in US at any time, *J. Paul Taylor Academy* may terminate their employment. Employees may raise questions or complaints about Immigration Law compliance without fear of reprisal.

2.11 WORK PRODUCT OWNERSHIP

It is the desire of *J. Paul Taylor Academy* to foster innovation in educational programs within our school and to share those innovations with other educational systems. Therefore, all work products created while employed by *J. Paul Taylor Academy* will be considered Open Source. These Open Source products may be used freely by *J. Paul Taylor Academy*, the developing employee(s), and outside people and entities. Even after employment is terminated by either party, *J. Paul Taylor Academy* retains the right to use products developed by employees while employed by the school. Because work products are Open Source, however, employees and former employees also have the right to use and/or publish work products. This includes written and electronic documents, audio and video recordings, system code, and also any concepts, ideas, or other intellectual property developed for *J. Paul Taylor Academy*. Classified information must remain so even after the end of employment; supplying certain other entities with certain types of information may constitute a conflict of interest.

2.12 PUBLIC RELATIONS

The success of *J. Paul Taylor Academy* depends upon the quality of the relationships between *J. Paul Taylor Academy*, its employees, students, parents and the general public. The public impression of *J. Paul Taylor Academy* and its interest in *J. Paul Taylor Academy* will be formed, in part, by *J. Paul Taylor Academy* employees. *J. Paul Taylor Academy* employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee and *J. Paul Taylor Academy*.

Below are several possibilities you can consider to help leave people with a good impression of *J. Paul Taylor Academy*. These are the building blocks for our continued success.

- If you oversee students, communicate with families regularly.
- Act competently and deal with others in a courteous and respectful manner. Communicate pleasantly and respectfully with other employees at all times.
- Follow up on requests and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner. Respond to e-mail and voice mail within 24 hours during the workweek.
- Take great pride in your work and enjoy doing your very best.

SECTION 3 –EMPLOYMENT POLICIES & PROCEDURES

3.1 EQUAL OPPORTUNITY/NON-DISCRIMINATION

J. Paul Taylor Academy, administration, and staff are committed to the principle of equal opportunity in education and employment. We affirm a commitment to honoring the rights of those working for and with our school, and disavow discrimination against and harassment of anyone because of race; color; national or ethnic origin; age; religion; disability; sex; sexual orientation; gender; gender identity and expression; including a transgender identity; genetics; veteran status; marital status; place of residence and any other characteristic protected under applicable federal or state law.

J. Paul Taylor Academy, administration, and staff agree to uphold this commitment.

3.2 AMERICANS WITH DISABILITIES ACT ACCOMMODATION

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

J. Paul Taylor Academy is committed to diversity and nondiscrimination and supports the full employment of qualified individuals with disabilities in its workforce. Therefore, a process has been established to assist employees with disabilities in reasonably modifying the work environment to allow the employee to perform the essential functions of his or her job. It is the responsibility of the employee to request an accommodation of his or her physical or mental disability by contacting the Executive Director. In accordance with the ADA, *J. Paul Taylor Academy* will take such requests seriously and will promptly determine whether the employee is a qualified individual with a disability and whether a reasonable accommodation exists which would allow the employee to perform the essential functions of the job without imposing an undue hardship on *J. Paul Taylor Academy* or other employees. If you believe that you have been unlawfully discriminated against because of a disability, you should discuss the matter with the Executive Director or a supervisor and/or follow the grievance procedure described in Section 11.1 below.

Consistent with the non-discrimination in employment policy, all students of *J. Paul Taylor Academy* are admitted, are accorded rights and privileges, and have access to programs and

activities made available to them at *J. Paul Taylor Academy* in a non-discriminatory manner. *J. Paul Taylor Academy* does not discriminate in the administration of its educational policies, admission policies, scholarship and loan programs, and athletic and other school-administered programs. All testing and evaluation materials and procedures used for the purpose of evaluation, testing, assessments, and/or for placement of children with disabilities are selected and administered so as not to be discriminating.

3.3 HARRASSMENT

It is the policy of *J. Paul Taylor Academy* to ensure equal employment opportunity without discrimination or harassment on the basis of race, national origin, color, ancestry, religion, sex, sexual orientation, gender identity, age, physical or mental handicap, serious medical condition, spousal affiliation, citizenship or any other characteristic protected by law (“protected classifications”). *J. Paul Taylor Academy* prohibits any such discrimination or harassment. We strive to provide a professional work and learning environment free of harassment that maintains equality, dignity, and respect for all. It shall be a violation of this policy for any student, teacher, administrator, or other employee of *J. Paul Taylor Academy* to harass a student, teacher, administrator, or other employee through conduct or communication. This policy applies to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to *J. Paul Taylor Academy* (e.g., an outside vendor or consultant). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during school related/sponsored trips, school business meetings, and work-related social events.

What is Harassment?

Harassment can take many forms. As used in this Employee Policy Manual, the term “harassment” includes:

- Offensive remarks, comments, jokes, or slurs pertaining to an individual’s race, religion, sex, age, national origin or ancestry, disability, citizenship, veteran status or any other protected status defined by law.
- Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors regardless of the gender of the individuals involved.
- Offensive physical conduct, including touching, regardless of the gender of the individuals involved, including threats of harm, violence, or assault.
- Offensive pictures, drawings or photographs or other communications, including e-mail.
- Threatening reprisals of an employee’s refusal to respond to requests for sexual favors or for reporting a violation to this policy.
- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:
 - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment.
 - Submission to, or rejection of, such conduct by an individual is used as a basis of employment decisions affecting such individual.
 - Such conduct has the purpose or effect of substantially interfering with the individual’s work performance or creating an intimidating, hostile, or offensive working environment.

Responsibility

All *J. Paul Taylor Academy* employees have a responsibility for keeping our work environment free of harassment.

Reporting

J. Paul Taylor Academy encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with Executive Director. In the event the transgression of concern involved the Executive Director, the conduct should be immediately reported to the Governance Council Chair or Vice-Chair. In addition, *J. Paul Taylor Academy* encourages individuals who believe they are being subjected to such conduct promptly to advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. *J. Paul Taylor Academy* recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures. Every effort will be made to keep such reports as confidential as possible, although it is understood that an investigation will normally require the involvement of third parties. *J. Paul Taylor Academy* is serious about enforcing its policy against harassment. However, *J. Paul Taylor Academy* cannot resolve a harassment problem that it does not know about. Therefore, employees are responsible for bringing any such problems to *J. Paul Taylor Academy's* attention so it can take whatever steps are necessary to correct the problems.

Investigation/Complaint Procedure

All complaints of harassment will be promptly investigated. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, or dismissal, depending on the nature and severity of the offense.

Informal Procedure: If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify his/her immediate supervisor and/or the Executive Director who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the *J. Paul Taylor Academy* designated representatives, and such discussion is encouraged. An individual reporting harassment, discrimination or retaliation should be aware; however, that *J. Paul Taylor Academy* may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

Formal Procedure: As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with the Executive Director. *J. Paul Taylor Academy* encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective

method of resolving actual or perceived incidents of harassment. If at all possible, please report the harassment immediately.

- The formal procedure will begin by the employee submitting a written report of the harassment, with as much information about the incident as possible, to the Executive Director. If the Executive Director is the alleged harasser, then to the Chair of the Governance Council or a designee. False and malicious complaints of harassment, discrimination, or retaliation as opposed to complaints, which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.
- A meeting between the employee and/or the Executive Director or the Chair/designee will be scheduled to discuss the report within five (5) working days from the date the report is submitted. If the reporting employee is an exempt employee covered by the CBA, he/she may have a representative present during the meeting; otherwise, employees will not be represented without prior consent of the Executive Director or Chair. The Executive Director or the Chair/designee will also meet with the person alleged to have violated this anti-harassment policy, and he/she may have a representative present if an exempt employee covered by the CBA, or by prior consent of the Executive Director or the Chair/designee.
- Any reported allegations of harassment, discrimination, or retaliation will be investigated within five (5) working days, which may be extended by agreement of the employee and alleged violator and the Executive Director/Chair. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.
- At the conclusion of the investigation, the Executive Director or Chair/designee will issue a “written determination” of the alleged harassment and notify both employees of the investigation outcome.
- If the investigation results in a conclusion that a violation of this policy has occurred, the misconduct will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase (for non-exempt employees), reassignment, temporary suspension without pay (for non-exempt employees) or termination, as *J. Paul Taylor Academy* believes appropriate under the circumstances.
- If a party to the complaint does not agree with the resolution as set forth in the written determination and is an exempt employee covered by the CBA, he/she may proceed to the “Written Level” of the CBA Grievance process, but must do so within five working days of written determination.
- For all other employees, if a party to a complaint does not agree with its resolution, that party may appeal to *J. Paul Taylor Academy* Governance Council or a neutral third

party, whichever the Chair and Executive Director deem appropriate under the circumstances. The employee appealing the resolution by the Executive Director or Chair/designee must submit a written appeal to the Executive Director with copies to the other party within five (5) working days of the written determination date.

- The Governance Council or neutral third-party will inform the complainant/respondent of the appeal decision in writing within five (5) working days from the date the appeal was submitted. This is the final level of review in the internal complaint process. The time lines set forth in this policy may be waived or extended by the Governance Council.

Retaliation

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Conclusion

This policy was developed to ensure that all employees can work in an environment free from harassment, discrimination and retaliation. *J. Paul Taylor Academy* will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has any questions or concerns about these policies should talk with the Executive Director. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of *J. Paul Taylor Academy* prohibit disparate treatment on the basis of gender or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

Also refer to the Anti-Discrimination and Harassment Policy on the *J. Paul Taylor Academy* website, which addresses student-experienced or initiated harassment.

3.4 SUBSTANCE ABUSE POLICY

J. Paul Taylor Academy is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of position, including both regular and temporary employees. The rules apply during working hours to all employees of *J. Paul Taylor Academy* while they are on school property, at school-sponsored functions, or elsewhere on *J. Paul Taylor Academy* business.

- The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on *J. Paul Taylor Academy* property is prohibited.

- Being under the influence of illegal drugs, alcohol, or substances of abuse on *J. Paul Taylor Academy* property is prohibited.
- Working while under the influence of prescription drugs that impair performance is prohibited.

So that there is no question about what these rules signify, please note the following definitions:

- *J. Paul Taylor Academy* Property: All school owned or leased property used by employees.
- Controlled substance of abuse: Any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act, as amended.
- Drug: Any chemical substance that produces physical, mental, emotional, or behavioral change in the user other than a drug prescribed by a medical provider and administered according to its approved uses.
- Drug paraphernalia: Equipment, a product, or material that is used or intended for use in concealing an illegal drug, or otherwise introducing into the human body an illegal drug or controlled substance.
- Illegal drug:
 - Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, or local law or regulation.
 - Any drug, including – but not limited to – a prescription drug, used for any reason other than its intended use or that has been prescribed by a physician.
 - Inhalants used other than as prescribed.
- Under the influence: A state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage, drug, or substance of abuse.
- Consistent with the rules listed above, any of the following actions constitutes a violation of the *J. Paul Taylor Academy* policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination.
- Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.
- Working or reporting to work, conducting business or being on *J. Paul Taylor Academy* property while under the influence of an illegal drug or alcohol, or in an impaired condition.

Exceptions: This policy is not intended to prevent possession of a controlled substance if it was obtained directly pursuant to a valid prescription or order, from a physician, dentist or other person duly licensed, registered, or otherwise permitted under federal and state law to distribute or dispense the substance in the course of professional practice. If an employee is taking prescribed or over-the-counter medication that may affect work performance, this information should be immediately reported to the Executive Director or her/his designee so that appropriate

measures may be explored and if possible, implemented, for school and employee safety. Use or possession of marijuana/cannabis and related products, however, even if pursuant to prescription, is not allowed on campus or at school functions.

3.5 SMOKING

The use of tobacco products, including any electronic tobacco products, is not permitted anywhere on the *J. Paul Taylor Academy* premises.

3.6 CONFIDENTIALITY OF STUDENT RECORDS

The Federal Educational Rights and Privacy Act (FERPA) is the federal law that sets forth basic privacy requirements for personally identifiable information contained in educational records maintained by schools. Employees with access to student information and/or performance data will consistently and uniformly maintain the privacy and confidentiality of this information in accordance with FERPA. All requests for student or school records should be immediately directed to the Executive Director. For more on student records, see Appendix A, Code of Ethics and the *J. Paul Taylor Academy* FERPA policy.

3.7 EMPLOYER INFORMATION AND PROPERTY

The protection of *J. Paul Taylor Academy* school information, property and all other *J. Paul Taylor Academy* assets are vital to the interests and success of *J. Paul Taylor Academy*. No *J. Paul Taylor Academy* related information or property, including without limitation, documents, files, records, computer files, equipment, office supplies or similar materials (except in the ordinary course of performing duties on behalf of *J. Paul Taylor Academy*) may, therefore, be removed from *J. Paul Taylor Academy* premises or disclosed without permission from the Executive Director. In addition, when an employee leaves *J. Paul Taylor Academy*, the employee must return to *J. Paul Taylor Academy* all school-related information and property that the employee has in his/her possession, including without limitation, documents, roll books, files, records, manuals, information stored on a personal computer or on digital media, supplies, and equipment or office supplies. Violation of this policy is a serious offense and will result in appropriate disciplinary or legal action.

3.8 PERSONNEL FILES

- A. There shall be one (1) official file for each employee, which shall be maintained for 55 years following separation and, if retiring, three years in accordance with state statute in the School Administration Offices except for files provided for Grievance Procedures, or as required by the Family Medical Leave Act.
- B. References provided in confidence shall not be subject to inspection by the employee.
- C. No anonymous, unsubstantiated, unsigned written or verbal information may be placed in the employee's official file.
- D. The employee shall have the right to respond to any document placed in his/her official file, and shall have such response attached to the material to which the response relates.
- E. The employee will be given the opportunity, including written notification, to see any information and view material prior to placement in his/her official file, except information related to routine file maintenance. The employee shall acknowledge having read these materials by affixing one's signature on the actual copy/copies to be filed.

- F. The employee may inspect their official file upon request with School Administration Offices. Access will be granted as soon as possible or the next business day from the request if made during regular business hours. No file shall be removed from the School Administration Offices.
- G. Only the Executive Director and school officials on specific “need to know” school business will have access to an employee’s files. The contents of an employee's file will be kept in strictest confidence. The school will comply with all federal, state, or legal requirements regarding all personnel files. The school will maintain a log, which any person other than the Executive Director, viewing an employee’s file will sign, noting their school title and date. Such log will be kept at the front of the file.
- H. Employees may request in writing that a negative report be removed from their personnel file after two years from the date of occurrence. At the discretion of the Executive Director, such report will be removed providing no further action relating to the incident has occurred; no hard copy or electronic copy will remain in existence. In the event the Executive Director denies an employee’s request to remove a report, the employee may appeal the decision through the applicable grievance process. No report shall be removed that involved a substantiated incident regarding safety or legal situations. Employee’s evaluations will not be considered for removal.
- I. An employee may not remove any papers from the file, but may request copies. Copies will be provided as soon as possible or the next business day from the request if made during regular business hours.

3.9 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify the Executive Director of any changes in personnel data such as:

- Licensing or certifications related to the employee’s duties
- Mailing address,
- Telephone numbers,
- Name and number of dependents, and
- Individuals to be contacted in the event of an emergency.

An employee’s personnel data should be accurate and current at all times. *J. Paul Taylor Academy* is not responsible for negative impacts to an employee’s pay or benefits as a result of the employee’s failure to timely notify the Executive Director of personal data changes.

3.10 INCLEMENT WEATHER/EMERGENCY CLOSURES

At times, emergencies such as severe weather, fires, or power failures can disrupt school operations. The decision to close the school will be made by the Executive Director. When the decision is made to close the school, employees will receive official notification in a phone call or text message.

Please listen to local news and radio reports. Typically, *J. Paul Taylor Academy* will follow the decisions of Las Cruces Public Schools. Days that the schools are closed due to inclement weather may create a need to extend the school year or shorten holiday breaks.

3.11 PHYSICAL CONTACT WITH STUDENTS AND OTHER STAFF MEMBERS

Under New Mexico Law, battery is the unlawful, intentional touching or application of force upon the person of another, when done in a rude, insolent or angry manner. It can also mean the intentional administration of a poison or other noxious liquid or substance to another. To establish battery, New Mexico courts have held that it is sufficient if the actor intends to inflict an offensive contact without the other's consent. There is no requirement for maliciousness or intent to inflict actual damage. The essential element of a battery is physical contact, whether injurious or merely offensive, and a battery may be committed by touching another through the clothing. While the use of appropriate touching is part of daily life and is important for student development, a teacher and staff member must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that he or she not be touched, then that request must be honored without question. If the child or other staff member has not requested that he or she not be touched, then the following forms of touching are considered appropriate:

- Hugs initiated by the student
- Hugs given with permission
- Pats on the shoulder or back
- Hand-shakes
- "High fives" and hand slapping
- Touching shoulders and arms around the shoulder area
- Touching face to check temperature, wipe away a tear, and remove hair from face or other similar types of contact for similar purposes
- Patting a student on the knee (grades K through 5)
- Sitting students on one's lap (grades K-2) for purposes of comforting the student
- Holding hands while walking with small children or children with significant disabilities
- Arms around shoulders
- Reasonable self-defense
- Reasonable defense of another
- Reasonable restraint of a violent person to protect others or property

Except as discussed above, the following forms of touching are never appropriate:

- Inappropriate or lengthy embraces
- Kisses on the mouth
- Corporal punishment
- Sitting students on one's lap (grades 3-8)
- Touching buttocks, chests, or genital areas
- Pushing a person or another person's body part (other than in self-defense, defense of another or property)
- Showing affection in isolated areas
- Wrestling with students or other staff-members
- Bench-pressing another person
- Tickling

- Piggyback rides
- Massages
- Any form of unwanted affection
- Any form of sexual contact
- Poking fingers at another person that results in an offensive contact

This policy does not prevent touching a student for the purpose of guiding them along a physical path, helping them up after a fall, engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed but only in accordance with *J. Paul Taylor Academy's* student restraint guidelines, as outlined in the School Safety Plan. Only such force as necessary to defend one's self or another or to protect property is legally allowed. Excessive force is prohibited. In New Mexico, an assault is an attempt to commit a battery or the intentional placing of another in reasonable apprehension of receiving a battery.

Consequently an attempt to violate this policy or placing another person in reasonable apprehension that they will be victim of one of the prohibited acts listed above is also prohibited. A reasonable apprehension normally includes an overt act, but words alone may be sufficient to violate this policy if the words uttered were such that under the circumstances it could be reasonably assumed that physical contact would be attempted. Violation of this policy could subject the teacher or staff member to discipline to include termination for cause. The victim may also choose to bring civil or criminal charges against the violator. This policy must necessarily be somewhat flexible. Sometimes, especially when dealing with younger children or children with a disability, touching is more appropriate. A touch for the purpose of helping (i.e.: cleaning up a small child after a bathroom accident) may be appropriate in limited circumstances although clearly inappropriate in more general circumstances. An accidental touch is never inappropriate provided it is a true accident. It is impossible to define each and every instance when touching is inappropriate. Teachers and staff members should apply the rules of common sense in the circumstances they find themselves.

3.12 CORPORAL PUNISHMENT

Corporal Punishment, which is defined as any disciplinary action taken by school personnel with the intention of producing physical pain, will not be used as a disciplinary measure at *J. Paul Taylor Academy*. Disciplinary consequences will be aimed toward assisting students in the development of constructive personal and social behavior. Employees will deal justly and considerately with each student.

Examples of corporal punishment of students can include but is not limited to:

- Spanking,
- Paddling,
- Striking,
- Squeezing, or pinching any part of the body or forcefully grabbing the body or clothing of a student,

- Pushing a student,
- Requiring a student to assume uncomfortable positions (e.g. hands over head, holding books, etc.),
- Restraining or restricting physical movement through binding or tying,
- Enclosing a student in a confined space such as a closet, locker, or similar cubical, and
- Using exercise as punishment (e.g. pushups, laps); exception for PE and Athletics where activity is appropriate to the physical and emotional condition of each student.

Corporal Punishment – Penalty for Violations

Employees found in violation of the policy shall be subject to discipline, which may include suspension, termination, or discharge. Instances of physical mistreatment will be referred to law enforcement or child protective agencies as required by law.

See the Discipline and Suspension Policy on the *J. Paul Taylor Academy* website for further information.

3.13 REPORTING CHILD ABUSE

All employees are required by state law to immediately report any suspected child abuse or neglect to a local law enforcement agency or to the New Mexico Children, Youth and Families Department and the Executive Director. Reports to the New Mexico Children, Youth and Families Department may be made to a local office (575-373-6600) or to the New Mexico Abuse Hotline (1-800-797-3260). Under state law, any person reporting or assisting in the investigation of reported child abuse or neglect is immune from liability unless the report is made in bad faith or with malicious intent.

Please note: Any person who violates the provision of reporting a suspected child abuse or neglect is guilty of a misdemeanor under the law (NMSA 1978 32A-4-3).

Employees who suspect that a student has been or may be abused or neglected must also report their concerns to the Executive Director. Employees are not required to report their concern to the Executive Director before making a report to the appropriate agencies. In addition, employees must cooperate with child abuse and neglect investigators. Reporting the concern to the Executive Director does not relieve the employee of the requirement to report to the appropriate state agency. Interference with a child abuse investigation by denying an interviewer's request to interview a student at school or requiring the presence of a parent or school administrator against the desires of the investigator is prohibited.

3.14 NEPOTISM

In alignment with the *J. Paul Taylor Academy* Nepotism Policy, the school permits the employment of qualified relatives of employees, of the employee's household, or immediate family as long as such employment does not, in the opinion of *J. Paul Taylor Academy*, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, domestic partner, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law brother, brother-in-law, sister, or sister-in-law. The Executive Director may not contract with or initially employ or approve the initial employment in any capacity of a person

who is the spouse, domestic partner, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law of a member of the Governance Council.

J. Paul Taylor Academy will use sound judgment in the placement of related employees in accordance with the following guidelines to avoid conflicts of interest:

- Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting or supervisor to subordinate relationship exists. That is, no employee is permitted to work within “the chain of command” when one relative’s work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.
- Related employees may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.
- Employees who marry while employed, or become part of the same household are treated in accordance with these guidelines. That is, if in the opinion of *J. Paul Taylor Academy*, a conflict arises as a result of the relationship, one of the employees may be transferred at the earliest practicable time.

Any exceptions to this policy must be approved by the Executive Director. The Governance Council may waive the nepotism rule for family members of the Executive Director.

3.15 SCHOOL-SPONSORED ACTIVITIES

School-sponsored activities, such as field trips, must be approved by the Executive Director in advance. The Executive Director reserves the right to decline approval of high-risk activities and/or activities that are not consistent with the educational mission of the school. Permission slips will be obtained from guardians of all students who attend off-site activities.

For further details, please see the School-Sponsored Activities Policy on the *J. Paul Taylor Academy* website.

3.16 INTERNAL INVESTIGATIONS AND SEARCHES

From time to time *J. Paul Taylor Academy* may conduct internal investigations pertaining to security, auditing, or work-related matters. Employees are required to cooperate fully with and assist in these investigations if required to do so.

Whenever necessary, in *J. Paul Taylor Academy’s* discretion, employees’ work areas (*i.e.* desks, file cabinets, lockers, etc.) may be subject to a search without notice. Personal belongings located on school property (*i.e.* brief cases, handbags, etc.) may be searched with due cause. Employees are required to cooperate. Because even a routine search for *J. Paul Taylor Academy* property might result in the discovery of an employee’s personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to *J. Paul Taylor Academy*.

Although not required to do so, *J. Paul Taylor Academy* will generally try to obtain an employee's consent before conducting a search of work areas and personal belongings, but it may not always be possible to do so.

3.17 SAFETY

J. Paul Taylor Academy is committed to providing the resources and staffing necessary to provide a safe work environment for the protection of its employees..

All accidents, injuries, potential safety hazards, safety suggestions, and health and safety related issues must be reported immediately to the Executive Director. If you or another employee is injured, you should contact outside emergency response agencies, if needed. If an injury does not require medical attention, a report must be completed and filed with management in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. The employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred.

Safety Rules

Each employee is expected to act in a reasonable manner that promotes a safe environment for students, staff, visitors, and for him or herself. In addition to the list below, each employee must be familiar with the school's Safe School Plan.

1. Horseplay and fighting will not be tolerated in the workplace.
2. Possession of firearms, alcoholic beverages, illegal drugs, or unauthorized medically prescribed drugs will not be tolerated in the workplace. Inform your immediate supervisor if you are required to take medication during work hours. Written medical evidence stating that the medication will not adversely affect your decision making or physical ability may be required, particularly if you drive a vehicle on school business.
3. Report all work related injuries to your supervisor immediately.
4. Immediately report accidents, near accidents, and property damage to your supervisor regardless of severity.
5. Use required personal protective equipment (PPE) and/or safety procedures to protect yourself from potential hazards that cannot be eliminated. Maintain your PPE in good condition.
6. Operate equipment only if you are trained and authorized.
7. If you do not understand your job assignment, ask your supervisor for help.
8. Inspect your workstation for potential hazards and ensure that the equipment is in safe operating condition before using it.
9. Immediately report any unsafe condition or act to your supervisor. Take any temporary corrective action you can to render the area safe until permanent corrections can be made.
10. If your work creates a potential hazard, correct the hazard immediately or use safety tape to isolate the area before leaving it unattended.
11. If there is any doubt concerning the safety work method to be used, consult your supervisor before beginning the work.
12. Follow recommended work procedures outlined for the job including safe work

- methods.
13. Maintain an orderly environment. Store all equipment in a designated place. Put scrap and waste material in a refuse container.
 14. Report any smoke, fire, or unusual odors to your supervisor.
 15. Use proper lifting techniques. For objects exceeding 50 pounds in weight, specific methods for safe lifting should be determined by your immediate supervisor.
 16. Never attempt to catch a falling object.
 17. Comply with all state and local traffic laws, signs, signals, markers, and persons designated to direct traffic. Fasten seat belts before driving any motor vehicle.
 18. Know and follow rules regarding first aid, emergency procedures, evacuation routes, and fire department notification.
 19. Assist and cooperate with all safety investigations and inspections and assist in implementing safety procedures as requested.

Employees who do not comply with these safety rules may be subject to disciplinary action and up to and including termination or discharge from employment by *J. Paul Taylor Academy*.

3.18 TRANSPORTING STUDENTS IN PERSONAL VEHICLES

J. Paul Taylor Academy prohibits any member of its staff from transporting a student in the employee's personal automobile, except in potentially life threatening or other emergency situations and with the consent of the Executive Director, unless consent is not possible. If an employee must transport a student in his/her personal vehicle, he/she must report the incident to the Executive Director as soon as possible, but in no event later than 24 hours. The employee will be asked to complete a written description of the circumstances giving rise to transporting a student in his/her vehicle, which will be provided to the student's parent/guardian.

Employees conducting school-related business in their personal vehicles must comply with all state laws related to vehicle insurance coverage requirements. If involved in an accident while on school-related business, personal vehicle insurance takes precedence. If applicable, Workers' Compensation Insurance covers only physical injuries to the employee.

3.19 SOLICITATION IN THE SCHOOL

No person, including employees, shall solicit the sale of goods or services during employee work hours on school property except as authorized by the Executive Director or designee. Soliciting and selling on school property shall be only for purpose of school business or Governance Council authorized employee benefit programs.

For further details, please see the Solicitation in the School Policy on the *J. Paul Taylor Academy* website.

3.20 VIOLENCE IN THE WORKPLACE

J. Paul Taylor Academy prohibits workplace violence. Acts or threats of physical violence, including intimidation, harassment, and/or coercion that involve or affect *J. Paul Taylor*

Academy or occur on school property will not be tolerated. Acts or threats of violence include conduct that is sufficiently severe, offensive, or intimidating to alter the employment conditions at *J. Paul Taylor Academy* or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on *J. Paul Taylor Academy* premises, regardless of the relationship between the school and the parties involved.
- All threats or acts of violence occurring off *J. Paul Taylor Academy* premises involving someone who is acting in the capacity of a representative of *J. Paul Taylor Academy*.
- Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:
 - Hitting or shoving an individual.
 - Threatening an individual or his/her family, friends, associates, or property with harm. Intentional destruction or threatening to destroy school property.
 - Making harassing or threatening phone calls.
 - Harassing surveillance or stalking (following or watching someone).
 - Unauthorized possession or inappropriate use of firearms or weapons.

J. Paul Taylor Academy's prohibition against threats and acts of violence applies to all persons involved in school operation, including but not limited to personnel, contract, and temporary workers and anyone else on school property. Violations of this policy by any individual on *J. Paul Taylor Academy* property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All employees are encouraged to report incidents of threats or acts of physical violence of which they are aware to their supervisors.

3.21 PUBLIC IMAGE AND WORK ATTIRE

A professional appearance is important anytime that you come in contact with families and visitors. Employees should be well groomed and dressed appropriately for our school and for their position.

J. Paul Taylor Academy employees wear school uniforms and follow the school's Uniform Policy. The school uniform consists of khaki bottoms, polo shirts in hunter/forest green or navy, and tennis shoes. Bottoms may include pants, skirts, jumpers, walking shorts, and/or capris. Employees associated with the Middle School wear navy polo shirts. Sandals, flip flops, other open-toes shoes, and dress shoes are not appropriate footwear.

Even if the following items could technically be uniform items, they are considered inappropriate working attire for *J. Paul Taylor Academy*:

- Tank tops or revealing shirts
- Short skirts or shorts
- Sheer clothing
- T-shirts with inappropriate or offensive gestures or advertising

The Executive Director has the discretion to designate a school-wide exception for special days. Consult the Executive Director if you have any questions about appropriate attire.

For further details, please see the Uniform Policy on the *J. Paul Taylor Academy* website.

SECTION 4 – PERFORMANCE

4.1 STANDARDS OF CONDUCT

The work rules and standards of conduct for *J. Paul Taylor Academy* are important, and the school regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their jobs and conducting *J. Paul Taylor Academy* business. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment (see Section 4.3, Corrective Action).

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Insubordination, including the willful refusal of an employee to perform an assignment or to comply with a lawful directive given by the employee's supervisor.
- Unprofessional job-related conduct.
- Incompetence or inefficiency in the performance of duties.
- Corporal punishment of students.
- Improper conduct toward students and other employees.
- Conduct in violation of any *J. Paul Taylor Academy* policy or established expectation of performance.
- Conviction of a felony related to the employee's employment, or which seriously impairs the employee's ability to perform his or her assigned duties.
- Serious misconduct related to the employee's job.
- Abuse of the *J. Paul Taylor Academy's* leave policies.
- Excessive tardiness.
- Excessive absenteeism.
- Unexcused absences from work.
- Gross negligence or gross carelessness in the performance of duties.
- Use of *J. Paul Taylor Academy* policy or property for personal gain.
- Negligent or willful damage to *J. Paul Taylor Academy* property.
- Gross waste of *J. Paul Taylor Academy* supplies or equipment.
- Providing dishonest or false information when issuing or reporting grades, credits, student data, employee credentials or personal data, or any other information provided in the course or scope of an employee's employment at *J. Paul Taylor Academy*.
- Possession of alcohol or other intoxicants or illegal narcotics, or other controlled

substances without prescription on school property or at any school function.

- The use of or being under the influence of alcohol or other intoxicants or illegal narcotics, or other controlled substances without prescription on school property or at any school function.
- Deliberate conduct that has the apparent purpose of exposing the *J. Paul Taylor Academy* or any of its employees or Governance Council members to censure, ridicule, or reproach (this prohibition is not intended to deprive employees of any free speech rights guaranteed by the United States or New Mexico Constitutions).
- Verbal and/or physical fighting on school premises or at any school related activities.
- Falsification of records or data with intent to defraud.
- Sexual misconduct or harassment.
- Theft or vandalism of school, student or employee property.
- Any other act or omission that impairs or restricts the ability of *J. Paul Taylor Academy* to provide a safe and healthy environment for employees and students.

SUPERVISION OF STUDENTS:

Employees who oversee students must be concerned for student welfare and take measures to ensure the welfare of students.

Such employees are legally responsible to act in a reasonable and prudent manner at all times. Specifically they must do the following:

1. Never leave students unsupervised. Leaving a classroom without another authorized responsible adult present is leaving students unsupervised.
2. Require students to conduct themselves in an orderly, safe manner and administer such disciplinary actions as are reasonable and proper in any situation involving student misconduct.
3. Report any unsafe condition to the Executive Director so that it may be corrected.
4. Strictly adhere to all policies of the school.

Failure by employees who oversee students to meet their responsibilities may have severe consequences, e.g., revocation of their license, criminal charges, etc. Additionally, such employees may be held legally liable for negligence in the performances of their duties.

4.2 EXEMPT EMPLOYEE PERFORMANCE EVALUATION

Supervisors will conduct performance evaluations with exempt employees covered by the CBA annually. Supervisors may conduct informal performance reviews and goal setting sessions more often and with any other employees if they choose.

J. Paul Taylor Academy utilizes the NM TEACH process for performance evaluation of its teachers. In the event this changes to a different system, state or school developed, employees will be notified in a timely fashion, provided the appropriate information is available.

For more information, please refer to the *J. Paul Taylor Academy* CBA.

4.3 CORRECTIVE ACTION

If an employee violates the policies of *J. Paul Taylor Academy*, progressive discipline will be applied, unless the circumstances require immediate intervention and action by the employee's supervisor. Behavior that may result in immediate consequences and will be imposed without progressive discipline includes, but is not limited to: commission of a crime directly affecting employment at *J. Paul Taylor Academy* (e.g. theft, assault, battery, child/student related misconduct); gross misconduct (e.g. use of school property or equipment without proper authority/approval, providing false information about prior work history, skills, or training), or insubordination. To the extent the provisions of this section conflict with the *J. Paul Taylor Academy* CBA, the CBA will control.

Steps for Progressive Discipline:

Step 1. Formal Verbal Counseling/Warning: Executive Director will discuss his/her concerns about the unacceptable behavior **one** time. The Executive Director will describe why the behavior is unacceptable and state his/her expectation for improvement. The Executive Director will document the Verbal Counseling/Warning.

Step 2: Written Memorandum of Concern/Written Warning: A Written Warning will not issue unless the employees has been provided a Formal Verbal Counseling. Circumstances may warrant that both a verbal Warning and a Written Warning be given simultaneously. An employee will be given **one** Written Warning, which will include the reasons for the warning, expectations for improvement and describe future consequences. The Written Warning will be retained by the Executive Director.

Step 3: Written Reprimand: A Written Reprimand will be issued after a Written Warning about the same conduct within the past 12 months.

SECTION 5 – ATTENDANCE

5.1 ATTENDANCE/PUNCTUALITY

The presence or absence of each employee is of critical importance to the successful operation of *J. Paul Taylor Academy*. Therefore, *J. Paul Taylor Academy* expects all of its employees to be on time, ready to begin work at the beginning of their day, and to work the full allotted time they are assigned each day. *J. Paul Taylor Academy* reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is qualified and capable of performing the essential functions of the alternate assignment. All teacher assignments will be in alignment with the CBA.

Exempt employees are not permitted to perform work during contracted time at home unless specifically authorized for each occurrence by the Executive Director. Non-exempt employees are not allowed to perform work (for pay) at home or away from the *J. Paul Taylor Academy* unless specifically authorized for each occurrence by their supervisor. An exception to this expectation is school-related activities that are part of an employee's regular duties and

occur during that employee's contracted time or regular school hours.

Non-exempt employees are not to work before or to continue working after their scheduled hours unless specifically authorized for each occurrence by their supervisor. Non-exempt employees are not allowed to perform work while on scheduled non-paid lunch break, unless specifically assigned by the supervisor. Attendance at *J. Paul Taylor Academy* sponsored functions is not compensated unless the supervisor has required you to attend and work at the function and has written approval from the Executive Director to provide the additional compensation. Employees violating these rules may be subject to disciplinary action up to and including termination.

5.2 ABSENT WITHOUT NOTICE AND EXCESSIVE LATENESS

J. Paul Taylor Academy is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside an employee's work hours may arise, resulting in absences from work. Personal Time Off (PTO) has been provided for this purpose.

Employees who are unable to report to work, or who will arrive late, must notify their supervisor and inform him/her of their situation by no later than 6:00 am, except in extenuating circumstances. When a teacher is unable to report and will need a substitute, she or he must text or call their supervisor directly, as a call to the office or email may not be received in time to arrange for a substitute. Employees who know in advance that they will be absent shall request PTO directly from their supervisor by no less than one week in advance. Untimely requests for paid time off cause disruption in the educational setting, and, consequently, the request may be denied. Employees who are unable to personally give notification of an absence because of an illness, emergency, or for some other reason must have someone make the notification for them. Three consecutive days of no call/no show is considered job abandonment and, as such, a voluntary resignation from employment.

Excessive tardiness or frequently leaving early without notice or prior arrangements with administration will be considered a "lateness pattern" and may carry the same weight as an absence in terms of corrective action. Factors, such as the degree and reason for the lateness, will be taken into consideration. Supervisors will make a note of any employee's unnotified absence or lateness pattern, his or her reasons, and have it placed in the employee's personnel file. Employees should be aware that excessive absences that are not pre-arranged and approved, patterns in unnotified or pre-arranged lateness, or leaving early may lead to disciplinary action, up to and including termination. Note: Please see section 4.3 Corrective Action for *J. Paul Taylor Academy's* corrective action procedure.

Employees who are absent because of an illness or injury that may impact the health and well-being of themselves or others, prior to return, may be asked by the Executive Director for a return to work release.

5.3 WORKDAY/HOURS OF SERVICE

Non-exempt employees' work schedules may vary based on an employee's job position and at the discretion of the Executive Director

A school calendar is adopted each year designating the work schedule and all school holidays for exempt employees. Notice of work schedules for non-exempt employees, including required days of service and scheduled holidays, will be distributed each school year.

For CBA-covered exempt employees, the full-time workday consists of 7.75 hours, unless negotiated with the Executive Director or through the collective bargaining process, including a duty-free lunch equal to the student lunch period but not fewer than thirty consecutive uninterrupted minutes. This duty-free lunch should fall between 11:00 AM - 1:00 PM. Teachers and other exempt employees may volunteer to give up a duty-free lunch to take on additional duties.

5.4 DUTIES

J. Paul Taylor Academy has extra duties that must be performed in order to ensure the proper supervision of students outside of the classroom. Staff members are expected to assume and perform these responsibilities in a professional manner. Extra duties may be assigned by the Executive Director or his/her designee, consistent with New Mexico law.

From time to time, *J. Paul Taylor Academy* might ask you to work beyond your normally scheduled hours. *J. Paul Taylor Academy* asks that full-time employees perform this work when requested. Attention will be given to any terms outlined to eligible employees through the CBA.

SECTION 6 – WAGE AND SALARY POLICIES

6.1 BASIS FOR DETERMINING PAY

Staff salaries are determined by the current salary schedule. Several factors may influence your rate of pay. Some of the items *J. Paul Taylor Academy* considers are, relevant training and experience (see the Training and Experience Policy below), the nature and scope of your job, what other employers pay their employees for comparable jobs (external equity), what *J. Paul Taylor Academy* pays their employees in comparable positions (internal equity), and individual as well as *J. Paul Taylor Academy's* performance.

***J. Paul Taylor Academy* Training and Experience Policy**

The Executive Director must receive verification of experience on a verification form by October 1 of the current school year or within 90 days of employment in order to grant credit for experience in the current contract year. Verification of experience received after this date will be granted in the next fiscal year.

Responsibility for verification of prior experience rests solely with the employee. For CBA-covered exempt employees, one year's experience will be allowed for each year if approved, verified experience in public or private schools, or 15 credit hours teaching per academic year (including summer session) at the university level. Any individual who has one semester or 90

days of experience shall have his or her experience rounded up to the next year when determining the salary on the salary schedule.

CBA-covered exempt employees working at a 0.50 or more full-time equivalency (FTE) for an entire school year at J. Paul Taylor Academy shall qualify for a year of experience on the salary schedule.

Any non-traditional experience that is aligned to the assigned duties of an employee shall be considered for additional experience at the discretion of the Director who hires that employee. Refer to the T & E Manual of Procedures (Version 2015 or later).

Reported experience must be related to an employee's duties in order to qualify as official years of experience on the salary schedule – those experiences as a professional educator, including administrative and supervisory experience, and as licensed or certified professionals in a clinical or parallel setting. The Executive Director has the final determination on approval of experience. The following considerations will be used in this determination:

- Is the experience related to the current duties of the employee?
- Was the employee degreed or certified while gaining the experience?

For employees whose salary schedule includes ranges based on post-secondary education, additional undergraduate credit (post-degree) will be considered when the credit is beneficial to the staff member's duties or to the school. If such an employee plans to gain additional undergraduate credit and wishes to add this to his/her training, the employee must gain written approval from the Executive Director prior to taking the class and acquiring the credit.

6.2 TIMEKEEPING

Non-Exempt Employees: Accurately recording time worked is the responsibility of every non-exempt employee. Time worked is the time actually spent on a job(s) performing assigned duties. *J. Paul Taylor Academy* does not pay for extended breaks or time spent on personal matters. Any time worked beyond the contracted time must be approved by the Executive Director. Failure to obtain prior approval may result in disciplinary action.

Authorized personnel will review time records each week. Any changes to an employee's time record must be approved by his/her supervisor. Questions regarding the timekeeping system or time cards should be directed to the appropriate person.

Time Sheets – Non-exempt employees will be issued a time sheet. The employee will be given instructions on usage and instructions on what to do should a problem occur.

Exempt Employees: Exempt employees are responsible for notifying the Executive Director and front office when deviating from contracted time. In the event a staff member needs to leave the building during school hours, the employee must notify the office of the departure and expected return time. Time away from school must be documented on a "Leave Request Form," unless instructed otherwise by the Executive Director.

6.3 OVERTIME

Overtime compensation is paid to non-exempt employees in accordance with federal, state, and city wage and hour restrictions. Overtime is payable for all hours worked over 40 per week at a rate of one and one-half times the non-exempt employee's regular hourly rate. PTO, holidays, or any leave of absence will not be considered hours worked when calculating overtime. In addition, vacation time does not constitute hours worked.

All overtime work performed by an hourly employee must receive the Executive Director's prior written authorization. Overtime worked without prior written authorization from the Executive Director may result in disciplinary action. The Executive Director's signature on a timesheet authorizes pay for overtime hours worked.

6.4 PAYDAYS

All employees are paid on or about the 15th and the 30th (or the last day of the month for February). In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the prior day of operation.

Overtime payment, which is included with the non-exempt employee's base pay is paid in the pay period earned. *J. Paul Taylor Academy* pays all salaried employees over a twelve (12) month year.

Employees who work less than a full year, will receive their first paycheck of the school year on or before July 30. Two paychecks will be issued on June 30 to complete payment for contract within the same fiscal year.

The school cannot provide a salary advance to employees as it violates New Mexico state constitution's Anti-Donation Clause.

Hourly employees are paid semi-monthly on the same schedule as salaried employees. Hours worked from the 1st to the 7th of each month will be paid on or about the 15th of each month. Hours worked from the 8th to the 22nd will be paid on or about the final day of each month. Hours worked from the 23rd to the close of the month will be paid on the first paycheck of the following month, on or about the 15th of the next month. For more information on pay periods, please contact school administration.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the employee's address or deposited directly into an employee's bank account upon request.

In the event of a lost paycheck, report this to the Business Manager or Executive Director in writing. In the event the lost paycheck is recovered and *J. Paul Taylor Academy* identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to *J. Paul Taylor Academy* within 24 hours of the time it is demanded.

6.5 UNPAID LEAVE

J. Paul Taylor Academy will pay instruction staff a salary rather than pay by the hour, except

as otherwise provided in the CBA. All other exempt employees shall not be paid overtime. Once an employee's PTO has been exhausted, leave is unexcused, or is otherwise unavailable, *J. Paul Taylor Academy* will deduct pay from an exempt employee's salary in the following increments: (i) one or more full hours of absence for personal reasons; (ii) one or more full hours of absence for illness, injury, or sickness, (iii) one or more full hours of absence from disciplinary suspensions; and (iv) partial or full day absences during an approved family or medical leave. *J. Paul Taylor Academy* exempt employees who believe that *J. Paul Taylor Academy* made an incorrect or improper salary deduction should promptly report the deduction to the Executive Director. Absenteeism that results in unpaid leave will be considered "excessive absenteeism" and grounds for discipline, up to and including discharge of employment.

6.6 EFFECTIVE DATE OF COMPENSATION CHANGES

Changes to the amount of an employee's wage or salary will typically become effective on the first regular pay period following the change, unless otherwise stated.

6.7 DIRECT DEPOSITS

Employees may be paid through direct deposit of funds to savings or checking accounts at their bank of choice (provided the bank has direct deposit capability). To activate direct deposit, a *Direct Deposit Authorization* form may be obtained from the Business Manager or her/his designee. Due to banking requirements, it may take several weeks for activation of the direct deposit.

6.8 ERROR IN PAY

Every effort is made to avoid errors in your paycheck. Employees who believe an error has been made should notify the Executive Director immediately. The school will take steps to research the problem and endeavor to make any necessary corrections no later than the next regular pay day.

6.9 FEE AND CASH COLLECTION

No staff member, other than specifically authorized individuals, is permitted to accept cash and/or checks on behalf of the school. Money collection for events must be approved by the Executive Director. Fee and cash collection is conducted by the Schools Secretaries under the supervision of the Executive Director. The Secretaries will be responsible for the collection of all fees and managing receipts with the Business Manager. While employees are encouraged to conduct fundraising, employees and students are not permitted to store and directly spend collected funds from fundraising; rather, all financial transactions should be coordinated with the Secretaries and Business Manager. Employees are not permitted to conduct personal sales or fundraising (such as Avon, bath/beauty products, etc.) at school. Cash and/or checks belonging to the school should not be stored or locked in employee offices or desks.

See the *J. Paul Taylor Academy* Internal Control Policy for details.

6.10 SUPPLIES, EXPENDITURES, & OBLIGATING THE SCHOOL

No employee whose regular duties do not include purchasing shall incur any expense on behalf of *J. Paul Taylor Academy* or bind *J. Paul Taylor Academy* by any promise or representation

without written approval.

See the *J. Paul Taylor Academy* Internal Control Policy and the *J. Paul Taylor* Procurement Policy for details.

6.11 EXPENSE REIMBURSEMENT (NON TRAVEL)

J. Paul Taylor Academy has an extensive list of vendors, including Amazon, from which to purchase items needed for day-to-day operations of the school. On occasion there might be an expense that cannot be purchased from one of our established vendors. Any such expense may be paid for by an employee and the expense will be reimbursed only if:

1. The employee submits a Purchase Requisition that is approved and obtains a Purchase Order prior to purchasing the item(s).
2. The itemized receipt submitted with the reimbursement request is for the item covered by the Purchase Order and is equal to or less than the amount approved on the Purchase Order.
3. The request for reimbursement along with supporting documentation is submitted within 30 days of incurring the expense, or before the last day of school .

Reimbursement requests will be processed like an invoice. All completed reimbursement request forms should be turned in to Business Manager. Every reasonable effort will be made to provide the reimbursement checks on the next payroll date.

6.12 TRAVEL EXPENSE REIMBURSEMENT

Employees of the school may be entitled to reimbursement of registration fees, mileage, per diem and other costs associated with authorized trips for official school business if the request has been approved in advance and the Executive Director has signed a leave request indicating the sum eligible for reimbursement and/or approved purchase order. The school retains a copy of the request.

The Executive Director must authorize all reimbursement for in-state or out-of-state travel. Reimbursements will be processed in accordance with the Per Diem and Mileage Act, as outlined in Department of Finance Administration regulations. All receipts for out-of-pocket expenditures for transportation, registration, and miscellaneous expenses will be required for reimbursement. Any meals and/or lodging costs included in the registration fee will be deducted from the per diem reimbursement. The reimbursement cannot exceed the amount on the leave request. Every reasonable effort will be made to provide the reimbursement checks on the next payroll date.

6.13 WAGE GARNISHMENT

When an employee's wages are garnished by court order, *J. Paul Taylor Academy* is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck.

SECTION 7 – BENEFITS AND TIME OFF

7.1 BENEFITS QUALIFICATIONS

J. Paul Taylor Academy offers a benefits program for its regular employees, depending on their full-time equivalency (FTE). However, the existence of these programs does not signify that an employee will necessarily be employed for the required time necessary to qualify for the benefits included in and administered through these programs. The school strives to provide quality, equitable, and cost-effective benefits for employees in recognition of the influence employment benefits have on the economic and personal welfare of our employees. The total cost to provide the benefit program described in this manual and other documents is a significant supplement to your pay and should be viewed as additional compensation.

Health Care

Any employee working 0.50 of Full Time Equivalency (FTE) shall be eligible for health care benefits.

Education Retirement Board (ERB)

Any employee working a 0.25 FTE or more per week shall be eligible for health care benefits for themselves and allowable family members and domestic partners.

Life Insurance

Any employee working 15 hours or more per week shall be eligible for the state life insurance benefit. See New Mexico Life Insurance Benefit program for more information.

Personal Time Off (PTO)

Any employee working 0.50 of Full Time Equivalency (FTE) shall receive PTO. Any employee working between 0.50 and 1 FTE shall receive PTO on a pro-rated basis. See Section 7.5, Personal Time Off (PTO), for more information.

7.2 COBRA BENEFITS

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under *J. Paul Taylor Academy* health plan when a “qualifying event” would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee’s hours or leave of absence, divorce or legal separation

Under COBRA, the employee or beneficiary pays the full cost of coverage at *J. Paul Taylor Academy* group rates plus an administration fee. *J. Paul Taylor Academy* or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under *J. Paul Taylor Academy* health insurance plan. The notice contains important information about the employee's rights and obligations.

7.3 SOCIAL SECURITY/FICA

J. Paul Taylor Academy withholds income tax from all eligible employees' earnings and participates in FICA (Social Security), for temporary employees and Medicare withholding and matching programs as required by law.

7.4 RETIREMENT

J. Paul Taylor Academy offers participation in the Education Retirement Board (ERB), a state retirement plan for those employees who are eligible to participate. Eligibility requires at least 0.25 Full Time Equivalency (FTE) employment status.

7.5 PERSONAL TIME OFF (PTO)

J. Paul Taylor Academy recognizes that employees have diverse needs for paid time away from work and established this inclusive policy of PTO, containing provisions for personal time and illness, to meet those needs. Equally, the school also strives to emphasize the importance of teacher attendance, as it relates to student performance. The benefit of PTO is that it promotes a flexible approach to time off. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves to cover vacation, illness or disability, appointments, emergencies, or other needs that require time off from work. Similarly, the school administration is responsible for accurate tracking, and employees will have timely access to this information.

Eligibility

PTO accrual begins upon hire or transfer into an eligible position. Eligible employees must be scheduled to work at least half of a Full-Time Equivalency (FTE) work week. Employees working less than 0.50 FTE on a regular basis and temporary employees are not eligible to accrue PTO.

Availability

After 60 calendar days of employment, accrued time (PTO) is available for use in the pay period following the pay period in which they were accrued. However, new employees will have immediate access to two PTO days for emergency or unavoidable absences. Any exceptions to this must be approved by the Executive Director or designee.

Accrual and Payment of PTO

All PTO shall be tracked by the school in total hours. Accruals are based upon contract length, according to the following table.

260- and 221-day employees	12 days accrued annually
190-day employees	10 days accrued annually

Employees working less than full time (1 FTE) per week and at least 0.50 FTE per week will earn PTO hours on a pro-rated basis, per the percentage of one FTE that they work. PTO does not accrue on unpaid leaves of absence or holidays or non-school days according to the

approved School Calendar.

Each year and prior to the issuing of contracts, the school shall determine any changes in the number of hours associated with a full work day and all current employees shall be notified of this change. In the event there is a change, all employees who have an accumulation of PTO will have their PTO equally converted to the new full time hours. See examples.

Examples of PTO conversion with a change in the hours associated with full-time employees:

	Year 1 (Full time week = 37.5 hours)	Year 2 (Full time week changed to = 40 hours)
Example 1	1 FTE = 37.5 hours A 1.0 FTE employee* ends the year with a total of 62 hours (8 equivalent days) accumulated that can roll into the following year.	1 FTE = 40 hours This employee enters the next year with 64 hours (8 equivalent days) of PTO (unchanged equivalent days). If a half day PTO is to be used, it would be 4 hours off duty.
Example 2	1 FTE = 37.5 hours A .65 FTE employee* ends the year with a total of 62 hours PTO (8 of .65 days off). Work day is =4.785 hours Calculation – (.65FTE X (37.5/5)=4.785 8 of the employee’s days (8 X .65FTE X 37.5 hrs/wk) = 195 hours	1 FTE = 40 hours This employee’s PTO would be converted to the following: 8 total PTO of days (at .65 FTE)[Unchanged] or (8 X .65 FTE X 40) = 208 hours If the employee were to take a half day off (of .65 days), it would be 2.6 hours. (40/5 days in wk) X .65 FTE X .5 FTE) = 2.6 hrs

* In this example, it is assumed that the individual in each example does not change contracted FTE.

Use and Scheduling of PTO

Unscheduled use of PTO (less than 1 week of notification)

Employees who are unable to attend work and have not gained prior approval are to notify the school Executive Director or designee as quickly as possible.

Scheduled use of PTO (minimum of 1 week of notification)

Employees are asked to notify the school a minimum of 1 week in advance by submitting a Personal Time Off Request form to the Executive Director or designee. In the event PTO is not granted, the Executive Director or designee will provide a reason for the decision.

Whenever possible, PTO must be scheduled in advance. PTO is subject to supervisory approval, *J. Paul Taylor Academy* staffing needs, and established procedures. Unscheduled absences will be monitored. If the frequency of unscheduled absences adversely affects JPTA operations, the Executive Director or designee may request a meeting with the employee and/or request the employee provide appropriate documentation concerning the justification for unscheduled absences. Excessive absenteeism may be grounds for discipline up to and including termination from employment. Employees who are absent because of an illness or

injury that may impact the health and well-being of themselves or others, prior to return, may be asked by the Executive Director for medical release documentation.

PTO used during an employee's contract period is paid at the employee's straight time rate. PTO may be taken in increments as small as one-half hour.

Eligible employees who anticipate an absence from employment related to the serious health condition of a child, spouse, parent, or themselves that will extend longer than 10 days should refer to Family Medical Leave Act (FMLA) or Long-term Disability.

Use and Scheduling of Professional Leave Time

Each employee is granted up to two professional leave days per contract year. Part-time employees receive this time based on a pro-rated basis. Any professional leave days must be approved at least two weeks in advance with all necessary documentation (such as purchase requests, travel authorization). If a request is not granted, the Executive Director or designee will state a reason for the decision and will advise on how these days may be used. Additional days may be requested and granted by the Executive Director or designee. These days are not carried over to subsequent years.

Securing Substitute Teachers

The school shall secure any needed substitute teachers. A teacher may request a specific substitute from the school-approved substitute list.

Non-Payment Upon Employment Termination

Upon an employee's termination of employment by either party, no payment will be made for unused PTO.

PTO Exceptions:

- An employee without adequate PTO who is taking time off will not be compensated for this time and must be approved by her or his supervisor in advance.
- PTO accrued prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave.
- Earned PTO cannot be taken before it is accrued and approved.

Accrual of Unused Holiday Time

In addition to PTO, full-time, twelve-month employees are entitled to accrue unused holiday time. Holiday time is accrued with each corresponding holiday on the school's calendar when a 12-month employee works during the time that he or she would normally be on holiday.

The following provisions apply:

1. Accrued holiday time may be used for leave in place of PTO, applying all expectations that are associated with taking PTO.
2. Holiday time will not accrue for any employee while on leave without pay status.
3. Authorization from the Executive Director must be granted prior to taking leave, and

will be granted only for the times that will least interfere with the efficient operation of the school (except in cases of emergency).

4. Employees absent without prior authorization may be subject to deduction from accrued holiday time, PTO, reduction in salary, or discipline.
5. Unused accrued holiday time is cumulative, not to exceed twenty (20) days as calculated on June 30 of every year.
6. Upon termination of employment, no payment will be made for unused accrued holiday time.

7.6 DONATION OF PERSONAL TIME OFF (PTO)

J. Paul Taylor Academy has established a Shared PTO Bank to provide a safety net against salary interruption for employees who have an emergency medical condition causing them to be unable to perform their assigned job duties or have a family member with a medical emergency that will require prolonged absence of the employee. Donations of PTO hours by employees who earn PTO provide income to an affected employee who would otherwise be on unpaid leave. The purpose is not to provide unlimited PTO for any medical reason.

This Shared PTO Bank may be used by all employees who are at 0.50 FTE or higher.

Eligible employees who earn PTO may voluntarily donate accumulated PTO hours to the Shared PTO Bank, on an annual basis, for distribution to aid another employee who is unable to work due to a medical emergency. A “medical emergency” is defined as a medical condition of the employee or family member that will require a prolonged absence from duty and will result in a substantial loss of income to the employee because the employee will have exhausted all leave available apart from the Shared PTO Bank. Donating employees donate PTO at their individual hourly pay rates, and the recipient is credited with leave at his/her individual hourly pay rate. The leave recipient will be paid at his/her current pay rate, not at the rate of the person donating the leave time. Approval to receive donated PTO is dependent upon approval of the Executive Director.

Eligibility to Receive Shared PTO

Employees at 0.5 FTE or higher may receive shared PTO as follows:

1. The receiving employee must have exhausted all of his or her own accrued PTO and compensation time before being eligible for leave through the Shared PTO Bank.
2. There is no minimum length of employment at *J. Paul Taylor Academy* before being eligible to receive donated PTO pursuant to this policy.
3. The maximum amount of Shared PTO Bank benefits accessible to a recipient cannot exceed 230 hours of PTO, which will be prorated for employees who are at less than 1.0 FTE (e.g., an employee at 0.50 FTE cannot exceed 115 hours of PTO), or the maximum hours available in the Shared PTO Bank, whichever is less.
4. If an employee returns to work prior to using all hours granted, the unused balance of hours granted shall return to the Shared PTO Bank.
5. The estate of a deceased employee is not entitled to payment for approved unused Shared PTO Bank hours. An employee who leaves the school’s employment is not entitled to payment for approved unused Shared PTO Bank hours.

6. Shared PTO Bank hours may not be converted to cash.
7. Employees in need of donated PTO may not solicit PTO donations from other employees.
8. If the hours in the Shared PTO Bank are not sufficient and a medical emergency arises, the Executive Director may send a communication to employees indicating such a need, but may not, under any circumstances coerce an employee(s) to contribute leave time.
9. Applications for donated PTO from the Shared PTO Bank shall be made as set forth in Section IV below.
10. A contributor does not have to first donate to the Shared PTO Bank in order to receive donations from the Shared PTO Bank.
11. Employees who use leave from the Shared PTO Bank are not required to pay the Bank back for PTO used.
12. Approved Shared PTO Bank leave may not be applied retroactively: that is, approved Shared PTO Bank leave will only be applied for future leave requested by a qualified employee. Donated time will be available for use by the recipient in accordance with regular payroll procedures and deadlines.
13. Employees who are off work due to an on-the-job injury or illness are not eligible to use the Shared PTO Bank.
14. An intent to return to work is not required in order to be eligible for the Shared PTO Bank. However, employees who utilize the full amount of approved Bank benefits must return to work for six continuous months following their last day of use of the donated PTO before they are eligible to apply for additional benefits from the Bank. Failure to return to work on or before the last day of the designated leave will constitute job abandonment and a voluntary resignation by the employee.
15. Employees receiving a medical release for return to work on a part-time basis (i.e. fewer hours per day per week than the regular work schedule), may continue to use donated PTO for the balance of the regular work schedule until medically released for full duty.
16. Unused donated PTO shall revert to the donating employees on a prorated basis at the end of every school year.
17. Employees may not donate unused PTO to the Shared PTO Bank upon termination of employment with *J. Paul Taylor Academy*.

Ref: NMSA 1978 §10-7-22 (HB403 2015)

Eligibility to Donate PTO

Employees at 0.5 FTE or higher who earn PTO may donate PTO as follows:

1. The donation of PTO is strictly voluntary. No employee shall be coerced or financially induced into donating PTO.
2. A contributor may not designate a particular employee to receive the donation.
3. Time must be donated in whole hours.
4. An initial donation requires a minimum of eight hours, which will be prorated for employees who are at less than 1.0 FTE (e.g., an employee at 0.50 FTE must make an initial donation of a minimum of four hours).
5. The maximum number of hours that may be donated by an employee during any 12-month period is 48. Employees must maintain a minimum of 37.5 hours of PTO before

making a donation of PTO in excess of that amount. These amounts are prorated for employees who are at less than 1.0 FTE.

6. PTO that has been contributed to the Shared PTO Bank cannot be restored to the contributor.
7. The contributor's identity will remain confidential, unless he/she chooses to self-identify.
8. A contributor does not have to first donate to the Shared PTO Bank in order to receive donations from the Bank.
9. The contributor does not receive any type of tax deduction for the donated PTO.

Procedure

To request leave from the Shared PTO Bank:

1. An employee requesting leave from the Shared PTO Bank will complete an application form available in the front office and submit it to the Executive Director.
2. The application must be accompanied by a certified document from a healthcare provider that describes the nature, severity, and anticipated duration of the emergency medical condition of the recipient, and that includes a statement that the recipient is unable to work all or a portion of the recipient's work hours, and any other information that the school reasonably may require.
3. After receiving an application, a committee consisting of the Executive Director, the School Nurse, a Teacher, a School Secretary, and the Business Manager will review the application and verify the employee's eligibility and status, including current accumulated PTO balance. The Executive Director will make the final decision about the receipt of PTO from the Shared PTO bank.
4. The Executive Director will notify the requesting employee of the decision within five (5) business days of receipt of the employee's application.
5. If the application is approved, the Business Manager will make the transfer of hours from the school's Shared PTO Bank to the employee's PTO bank. Neither the donating employee nor the employee receiving time needs to reflect any transfer of hours on his/her time sheet if applicable; the hours will be reflected on the applicable employee's paystub PTO balance.

To donate leave to the Shared PTO Bank:

1. An employee wishing to donate PTO to the Shared PTO Bank will complete a PTO donation form available in the front office.
2. After receiving a PTO donation form from an employee, the Executive Director and Business Manager will verify the donating employee's eligibility and status, including current accumulated PTO balance.
3. The Executive Director will notify the donating employee of the decision within five (5) business days of receipt of the donation form.
4. If the donation is approved, the Business Manager will make the transfer of hours from the donating employee's leave to the school's Shared PTO Bank. The donating employee does not need to reflect any transfer of hours on his/her time sheet if applicable; the reduction of hours will be reflected on the employee's paystub balance.

7.7 PERSONAL TIME OFF (PTO) RECORD KEEPING

School Administration keeps a record of PTO days accrued and used. Each employee is responsible for verifying his/her pay stub to make sure the correct amount of hours appear.

7.8 HOLIDAYS

Each year the Governance Council will approve a school calendar indicating all holidays and school days.

7.9 BEREAVEMENT

J. Paul Taylor Academy provides full-time employees bereavement leave through its PTO Policy. See Personal Time Off (PTO), section 7.5 of this manual.

7.10 JURY DUTY

J. Paul Taylor Academy supports employees who are called to jury duty. Employees who have received a jury summons must provide a copy of the summons to the Executive Director within two (2) school days of receiving the summons. It is the responsibility of the employee to reimburse the *J. Paul Taylor Academy* for jury duty pay when such payment is made directly to the employee. Failure to reimburse the school at the completion of the jury duty service will result in a full deduction equal to the number of contract days missed.

In no case will an employee's employment be affected because of the performance of jury duty. Employees will not be harassed, threatened, or cajoled into getting out of jury duty, and the same job will be available upon the employee's return.

When an employee reports for jury duty and is dismissed, the employee will be expected to return for work for the remainder of each day on which this occurs. If an employee is not required to report to the court on any day of the jury duty period, the employee is required to report to work.

Employees are expected to work with their supervisor to minimize potential impact to the school.

7.11 MILITARY DUTY

Regular employees requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to The Uniformed Services Employment and Reemployment Rights Act (USERRA) and New Mexico's Reemployment of Persons In Armed Forces Act. The policy covers those employees who perform duty, voluntarily or involuntarily, in the "uniformed services." These services include the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services. Federal training or service in the Army National Guard and Air National Guard is also covered under USERRA. Uniformed service includes active duty, active duty for training, inactive duty training (such as drills), initial active duty training, and funeral honors duty performed by National Guard and reserve members as well as the period for which a

person is absent from a position of employment for the purpose of an examination to determine fitness to perform any such duty.

Eligibility

USERRA covers all employees except those serving in positions where there is “no reasonable expectation that employment will continue indefinitely or for a significant period” (i.e., temporary employees).

Length of Leave

The length of the military leave is determined by the uniformed services organization calling you to active duty.

Request Procedure

Employees are required to give “advance written or verbal notice” of an obligation or intention to perform service in the uniformed service in advance as possible. No notice is required if the employee is precluded by “military necessity” or, under all of the relevant circumstances, the giving of notice is otherwise unreasonable or impossible.

Pay While on Leave

Military leaves are without pay unless you elect to utilize PTO earned before commencement of the leave and are otherwise eligible to use PTO. You must request and obtain approval to receive PTO during military leaves of absence.

However, employees who are members of organized military units (such as the Army or Air National Guard or Army, Air Force, Navy, Marine, or Coast Guard reserves, or members of the civil air patrol) will be given leave with pay for up to 15 days per federal fiscal year for training. This leave is in addition to any other leave or vacation time with pay to which the public employee is otherwise entitled.

Status of Benefits

Reservists, National Guard members and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation and length of service pay increases, as may be from time to time provided by applicable statutes of the United States and the state of New Mexico. You may maintain health care insurance benefits for up to 18 months while on leave by paying the insurance premium through COBRA for any leave extending beyond 30 days.

Reinstatement

Under the State act, if an employee meets all the state requirements for maintaining public employee status (further detailed in New Mexico’s Personnel Act), then he or she must be restored to his or her position or to a position of like seniority, status, and pay.

An eligible employee reemployed under New Mexico’s Act is entitled to restoration without loss of seniority and entitled to additional job protection. Under the Act, an employer cannot

discharge an eligible employee from his or her position without cause for one year from the date of job restoration.

7.12 FAMILY MEDICAL LEAVE ACT (FMLA)

Eligible employees may take up to 12 workweeks of unpaid, job protected leave under the Family and Medical Leave Act (“FMLA”) in a 12-month period for specified family and medical reasons. Additional information regarding this policy may be obtained from School Administration.

Employee Eligibility

To be eligible for FMLA leave, you must have:

Worked for *J. Paul Taylor Academy* for at least 12 months; and

Worked at least 1250 hours for *J. Paul Taylor Academy* during those 12 months.

Conditions Triggering Leave

FMLA leave may be taken for any of the following reasons:

1. The birth of an employee's child and to care for the newborn child;
2. The placement and care for a newly adopted or recently placed foster child;
3. To care for a spouse, child, or parent (but not parent-in-law) who has a serious health condition; or
4. An employee's own serious health condition that renders the employee unable to perform one or more of the essential functions of his or her job.

Duration of Leave

Eligible employees may receive up to 12 workweeks of unpaid leave during a “rolling” 12-month period, measured backward from the date of any FMLA leave. FMLA leave for the birth or placement of a child for adoption or foster care must be completed within 12 months of the birth or placement.

Use of Accrued Paid Leave

Any unused paid leave time that is available at the time of the request for the FMLA leave will be used first and any remaining time will be applied concurrently after 20 workdays. Except for any paid leave that is applied, an employee is not entitled to any compensation during the FMLA leave.

Intermittent Leave

Employees may request intermittent leave or reduced schedule leave to care for a family member with a serious health condition or if you have a serious health condition that warrants such a request.

Notice and Medical Certification

When seeking FMLA leave, employees must provide:

- Thirty (30) days advance notice of the need to take FMLA leave, if the need is foreseeable, or notice as soon as practicable in the case of an unforeseeable leave;
- Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member must be returned before your leave begins, or if not possible, within 15 days of *J. Paul Taylor Academy* request to provide the certification. If you fail to do so, *J. Paul Taylor Academy* may delay the commencement of your leave or withdraw any designation of FMLA leave, in which case your leave of absence would be unauthorized, subjecting you to discipline up to and including termination. Second to third opinions and periodic recertification may also be required;
- Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
- Medical certification of fitness for duty before returning to work if the leave was due to your serious health condition.

Failure to comply with the foregoing requirements may result in delay or denial of leave.

Maintenance of Benefits

While on a leave of absence provided for under this policy, *J. Paul Taylor Academy* will continue your group health insurance benefits under the same terms as provided to other employees, for up to a maximum of 12 weeks leave during any one year period. If your leave extends beyond 12 weeks, you shall be offered the opportunity to purchase continuing coverage under state and federal COBRA continuation rules. Employees who fail to return to work after expiration of FMLA leave may be required to reimburse the *J. Paul Taylor Academy* for health insurance premiums paid during the leave.

Other accumulated fringe benefits such as retirement, service credits and the like, shall be preserved at the level accrued as of commencement of the leave, but shall not be earned or accrue further during any such leave period.

Reinstatement

Subject to certain exceptions permitted by law, *J. Paul Taylor Academy* will restore employees to their original or equivalent positions upon return from FMLA leave. If, due to medical circumstances, you are no longer qualified to perform the essential functions of your job with or without reasonable accommodations, *J. Paul Taylor Academy* will attempt to transfer you to alternate suitable work, if available.

Definitions

For purposes of this policy:

- A child is defined as a natural, adopted, or foster child, a stepchild or a legal ward;
- A parent is defined as the employee's or his/her spouse's natural, adoptive, or foster parent, stepparent, or legal guardian.
- A serious health condition is defined as a disabling physical or mental illness, injury, impairment, or condition involving a) inpatient care in a hospital, nursing home, or

hospice; or b) outpatient care requiring continuing treatment or supervision from a health care professional.

7.13 PROFESSIONAL DEVELOPMENT

J. Paul Taylor Academy expects all employees to maintain necessary certifications and encourages all employees to attend meetings, conferences, and other educational sessions that provide training and ideas helpful to the development or operation of the school.

Recognizing that employees and school directors each bring unique perspectives in the endeavor to meet students' needs, the parties agree that collaboration is critical in the decision-making process regarding professional development at each level: school, grade band, and department on an ongoing basis. Individual and site needs as well as state and federal requirements will be taken into account when decisions are being collaboratively made.

Employees will be offered all necessary training, schedules, and materials needed to adequately perform their required instructional and job duties in a professional and timely manner. This includes but is not limited to testing schedules and training, bilingual materials and training, master schedules, etc.

An employee's refusal to attend professional development beyond his/her normal work hours and/or work year will not be reflected in the licensed employee's evaluation and/or personnel file and will not subject the employee to disciplinary action of any kind. Collaboration with local agencies and organizations, New Mexico universities, and the Public Education Department is encouraged and will be supported

Employee requests to attend professional development opportunities not sponsored by *J. Paul Taylor Academy* while school is in session are subject to the approval of the Executive Director.

J. Paul Taylor Academy views professional development is an important learning opportunity for participating employees and our students. It is also our hope that learning taking place during outside professional development opportunities will be shared to benefit the rest of the school community. Therefore, there is an expectation that employees who participate in outside professional development will share their experience when applicable; this can take many forms, including presentations and written reports, and the format of such sharing will be determined in conjunction with the Executive Director.

Funding may be available for professional development programs outside of school. Inquire with the Executive Director about funding availability as far in advance as possible of a professional development opportunity of interest.

Employees should submit written requests to take professional development days to their supervisor for approval. The request shall include a printed or written agenda and/or printed material pertaining to the professional development. When possible, *J. Paul Taylor Academy* requests that employees submit requests to take professional development days at least 10 days in advance for in-town events and at least 30 days in advance for out-of-town events. The granting of requests will be at the sole discretion of the Executive Director.

SECTION 8 – COMMUNICATIONS

8.1 COMPUTER, E-MAIL, AND INTERNET

Every employee is responsible for using *J. Paul Taylor Academy* computer system, including, without limitation, its electronic mail (E-mail) system and the Internet, properly and in accordance with this policy. Any questions about this policy should be addressed to the Executive Director.

The Computer System is J. Paul Taylor Academy Property

The computers that you use at work and the E-mail system are the property of *J. Paul Taylor Academy* and have been provided for use in conducting *J. Paul Taylor Academy* business. All communications and information transmitted by, received from, created or stored in its computer system (whether through word processing programs, E-mail, the Internet or otherwise) are *J. Paul Taylor Academy* records and property of *J. Paul Taylor Academy*. The computer system is to be used for *J. Paul Taylor Academy* purposes only. Employees may, however, use *J. Paul Taylor Academy* technology resources for the following incidental personal uses so long as such use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with *J. Paul Taylor Academy* business, and does not violate any *J. Paul Taylor Academy* policy: (1) To send and receive necessary and occasional personal communications; (2) To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner; (3) To use the telephone system for brief and necessary personal calls; and (4) To access the Internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

No Expectation of Privacy

Although *J. Paul Taylor Academy* does not wish to examine personal information, from time to time *J. Paul Taylor Academy* may need to access its technology resources. *J. Paul Taylor Academy* has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, without limitation, reviewing documents created and stored on its computer system, deleting any matter stored in its system (including, without limitation, its E-mail and word processing systems), monitoring sites visited by employees on the Internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing E-mail sent and received by users. Further, *J. Paul Taylor Academy* may exercise its right to monitor its computer system for any reason and without the permission of any employee. Employee use of *J. Paul Taylor Academy* computer system constitutes consent to all the terms and conditions of this policy.

Even if employees use a password to access the computer system (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from *J. Paul Taylor Academy* computers is not assured. Use of passwords or other security measures does not in any way diminish *J. Paul Taylor Academy* right to monitor and access materials on its system, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to *J. Paul Taylor Academy* as files may need to be accessed by *J. Paul Taylor Academy* in an employee's absence or for any other

reason that *J. Paul Taylor Academy* in its discretion deems appropriate. Further, employees should be aware that deletion of any E-mail messages or files may not truly eliminate the messages from the system. All E-mail messages and other files may be stored on a central back-up system in the normal course of data management.

Therefore, employees should not have an expectation of privacy in anything they create, store, send or receive on the computer system.

Notwithstanding the foregoing, even though *J. Paul Taylor Academy* has the right to retrieve, read and delete any information created, sent, received or stored on its computer system, E-mail messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any E-mail messages that are not sent to them or by them. Any exception to this policy must receive the prior approval of a supervisor.

Professional Use of Computer System Required

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. E-mails, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write E-mail communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on *J. Paul Taylor Academy* letterhead. Because E-Mail and computer files may be subject to discovery in litigation, employees are expected to avoid making statements in E-mail or computer files that would not reflect favorably on the employee or *J. Paul Taylor Academy* if disclosed in litigation or otherwise. Finally, employees may not send unsolicited non-work related e-mail to persons with whom they do not have a prior relationship absent the express permission of their supervisor.

Offensive and Inappropriate Material

J. Paul Taylor Academy policy against discrimination and harassment, sexual or otherwise, applies fully to *J. Paul Taylor Academy* computer system, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no E-mail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability, gender identity or preference or any other classification protected by law. Further, material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or unlawful, inappropriate, offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law) may not be downloaded from the Internet or displayed or stored in *J. Paul Taylor Academy* computers. Employees encountering or receiving this kind of material should immediately report the incident to the Human Resources Department.

J. Paul Taylor Academy may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by *J. Paul Taylor Academy* networks. Notwithstanding the foregoing, *J. Paul Taylor Academy* is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that

many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an e-mail address on the Internet may lead to receipt of unsolicited e-mail containing offensive content. Users accessing the Internet do so at their own risk. Employees who encounter inappropriate or sexually explicit material while browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to *J. Paul Taylor Academy* blocking software.

Social Media

Employees should not have online interactions with students on social networking sites outside of those forums dedicated to academic use. *J. Paul Taylor Academy* employees' social networking profiles and personal blogs should not be linked to students' online profiles. Additionally, school employees should use appropriate discretion when using social networks for personal communications and should limit this activity to off-duty hours and the use of their own electronic communication devices.

Solicitations

J. Paul Taylor Academy computer system (including, without limitation, its E-Mail system, or social media accounts) may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job related solicitations. Approval from a supervisor is required before anyone can post any information or solicitations related to or on behalf of *J. Paul Taylor Academy* or its school-related activities on commercial on-line systems or the Internet.

Licenses and Fees

Employees may not agree to a license or download any material over the Internet for which a registration fee is charged without first obtaining the express written permission of a supervisor.

Confidential Information

Employees may not transmit information over the Internet or through e-mail that is confidential or proprietary. Employees are referred to *J. Paul Taylor Academy* section 3.6 of this manual for a general description of what *J. Paul Taylor Academy* deems confidential or proprietary. When in doubt, employees must consult their immediate supervisor and obtain approval before transmitting any information that may be considered confidential or proprietary.

Copyrights and Trademarks

J. Paul Taylor Academy computer system may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from a supervisor. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor.

Further, any *J. Paul Taylor Academy*-approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices. Absent prior approval from a supervisor to act as an official representative of *J. Paul Taylor Academy*, employees posting information must include a disclaimer in that information stating, "Views expressed by the author do not necessarily represent those of *J. Paul Taylor Academy*."

Maintenance and Security of System

Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related.

To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to *J. Paul Taylor Academy* network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to *J. Paul Taylor Academy* network.

In addition, files obtained from sources outside *J. Paul Taylor Academy*, including electronic files brought from home; files downloaded from the Internet, news groups, bulletin boards, or other online services; files attached to e-mail; and files provided by customers or vendors may contain dangerous computer viruses that may damage *J. Paul Taylor Academy* computer network. Employees should never download files from the Internet, accept e-mail attachments from outsiders, or use disks from non-*J. Paul Taylor Academy* sources, without first scanning the material with *J. Paul Taylor Academy*-approved virus checking software. If you suspect that a virus has been introduced into *J. Paul Taylor Academy* network, notify I.T. staff immediately.

Violations of Policy

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

8.2 CELL PHONE POLICY

On rare occasions, *J. Paul Taylor Academy* may provide cell phones to individuals based on need. The cell phone is the property of the *J. Paul Taylor Academy* and should be cared for. If the device is broken or damaged by the employee, the amount to replace the device will be deducted from the paycheck of that employee. This device is provided to you to ensure that you are reachable by other *J. Paul Taylor Academy* personnel for any *J. Paul Taylor Academy* matter during business and off-business hours. The cell phone must be returned to *J. Paul Taylor Academy* upon termination of employment, no matter the reason for leaving *J. Paul Taylor Academy*. If the device is not returned, its replacement cost will be deducted from the final paycheck.

SECTION 9 – FACILITY AND PROPERTY

9.1 VISITORS

Personal visitors are discouraged during duty time. It is the Executive Director's responsibility to ensure that no disruption of duties is taking place. Employees shall ensure that appropriate childcare arrangements are made for periods of duty. Employees will not bring their children to their duty location unless unavoidable and pre-approved by the Executive Director. Under most circumstances, the employee will be expected to utilize PTO for such circumstances.

9.2 BUILDING SECURITY

All employees who are issued keys and/or key cards to the school are responsible for their safekeeping. These employees will sign a Building Key Disbursement form upon receiving the key. All employees who are issued alarm system codes to the school are responsible for keeping the code secure and private. In the event your key card or alarm code is compromised, notify the Executive Director immediately.

The last employee, or a designated employee, who leaves the school at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Employees are not allowed on school property after hours to perform non-school related duties without prior authorization.

9.3 VEHICLES

Any use of school vehicles must follow all applicable *J. Paul Taylor Academy* policies and procedures, state and federal laws, Public Education Department rules and regulations and any procedures or expectations of any and all applicable New Mexico State departments.

9.4 PARKING

Employee parking is available in the parking lot on the south side of the *J. Paul Taylor Academy* building when school is in session.

9.5 HOUSEKEEPING

Good work habits and a neat place to work are essential for job safety and efficiency. Employees are expected to keep their place of work organized and materials in good order at all times. Report anything that needs repair or replacement to the Executive Director.

SECTION 10 – SEPARATION OF EMPLOYMENT

Any action taken against an employee that results in separation of employment, discharge or termination, shall align with the following, listed in hierarchical order.

1. Federal Law
2. State Law
3. Most current and active Collective Bargaining Agreement (teachers)
4. Items identified within this section of the Employee Policy Manual

10.1 DEFINITIONS

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

10.2 DISCHARGE

An employee may be discharged due to incompetence, including lack of productivity or poor quality of work, insubordination, dishonesty, breaking school policy or rules, attendance issues, violation of law affecting job performance, or other behaviors that are reasonably considered just cause for discharge or termination within the limits of the law. The school will use a progressive discipline system for concerns unless immediate, more severe discipline is warranted.

10.3 TERMINATION

J. Paul Taylor Academy will exercise its rights under New Mexico law with regard to termination. When reviewing scenarios for termination, it’s important to consider your relation to the school within these four scenarios.

1. Non-exempt employee who has been employed for less than three consecutive years (“at will”)
2. Non-exempt employee who has been employed for three consecutive years or longer,
3. Exempt employee who has not received a third year contract;
4. Exempt employee who has been employed by the school for three consecutive years

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

1. General. *J. Paul Taylor Academy* may terminate an employee (exempt or non-exempt) with fewer than three (3) years of consecutive service for any reason it deems sufficient.
 - a. Non-contract employees. Employees with three (3) years or less of consecutive service and who are not employed pursuant to a contract are “at-will” employees, that is, the employee may be dismissed from employment at any time and for any lawful reason the Executive Director deems appropriate. A written notice of termination will be provided to the employee.
 - b. Contract employees. Contract employees with three (3) years or less of consecutive service; i.e., who have not been reemployed under a third consecutive contract, may be terminated by non-renewal of their contracts for any lawful reason the Executive Director deems appropriate.
2. Protest Procedure for Employees with Less than Three (3) Consecutive Years of

Service. For an employee of less than three (3) consecutive years who was terminated or whose contract was not renewed, there is no protest. However, for exempt employees covered by the *J. Paul Taylor Academy* CBA, see the CBA and section 2.4 of this manual for the steps that will be taken before determining whether such employees that are of concern to their supervisor will be recommended for rehire. A terminated employee may request a statement of reasons from the Executive Director for his/her termination or non-renewal. Requests for an explanation will be made in writing and delivered to the Executive Director no later than five (5) working days after receipt of the notice of termination or notice of non-renewal. Reasons for the Executive Director's decision will be provided to the employee within ten (10) days of receiving his/her request. The decision of the Executive Director to terminate is final and not subject to appeal.

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

1. Exempt and non-exempt, regardless of contract status: No employee who has been employed by *J. Paul Taylor Academy* for three (3) years or more of consecutive service may be terminated or discharged, except for just cause.
2. Protest Procedure. *J. Paul Taylor Academy* provides the following procedures for challenges to termination or discharge decisions for employees with three (3) or more years of consecutive service:
 - a. Request for Statement of Rationale. An employee who has been employed by *J. Paul Taylor Academy* for three (3) consecutive years and who receives a notice of termination or notice of non-renewal may request a written statement of the reasons for non-renewal. The employee must request that statement of reasons within five (5) working days from the date he or she receives the notice of termination. The Executive Director shall provide the statement of reasons within five (5) working days from the request.
 - b. Statement before the Governance Council. If the employee requests an opportunity to make a statement to the Governance Council regarding the Executive Director's decision to terminate, she or he must do so SIMULTANEOUSLY with the request for written reasons for the termination. The opportunity to present to the Governance Council will be granted, if within 10 working days after receiving the written reasons for termination, the employee submits a written statement to Governance Council which includes an explanation of why the employee believes that he/she was terminated for reasons that do not constitute just cause. In addition, the statement must include facts, supporting documentation and potential witnesses who will support the employee's position. Thereafter, the Governance Council will meet to hear the employee present the statement in no less than five (5) and no more than fifteen (15) working days after receipt of the employee's written statement of contentions.
 - c. Hearing on termination:
 - i. The employee and the Governance Council may have

- representation of their choice, but at their own expense.
- ii. The hearing will be conducted in accordance with the provisions of the Open Meetings Act.
- iii. A designee of the Governance Council will first state the reasons for termination and present the factual support for those reasons. The reasons will be limited to those first provided to the employee after his/her request for an opportunity to address the Governance Council.
- iv. The employee will next state his/her reasons and factual support for contending that the termination was not for just cause. Those reasons and factual support must be the same as those provided in the employee's written response to the statement provided by the Executive Director.
- v. The Executive Director may offer such rebuttal testimony that she deems appropriate.
- vi. Each party may question all witnesses.
- vii. Only evidence presented at the hearing will be considered and the Governance Council is only required to consider that testimony it considers reliable.
- viii. No record will be kept of the hearing.
- ix. The Governance Council will notify the employee and the Executive Director of its decision in writing within five (5) working days from the conclusion of the meeting.

[Reference, NMSA 1978 §22-10A-24.]

- d. Appeals – Arbitration on Termination. Either the terminated employee or other representatives of *J. Paul Taylor Academy* may appeal the decision of the Council. The matter will be appealed to an independent arbitrator who will hear all evidence as if presented for the first time. The arbitration process takes place as follows:
 - i. Timely Request. The employee must submit a request for an appeal in writing that states his/her reasons for the appeal to the Chair of the Governance Council within five (5) working days from the receipt of the Governance Council's written decision. The request for appeal must include a statement of facts supporting the basis for appeal. Failure to submit a timely appeal will bar the employee's objection to the decision of the Governance Council and will render the Governance Council's decision final.
 - ii. Selection of Arbitrator. The Governance Council and the employee will meet within ten (10) working days from the receipt of the employee's timely request for appeal to select an independent arbitrator. If they cannot make a choice, they will ask the presiding judge of the First Judicial District Court for the State of New Mexico to select an individual to hear the matter. The judge will make the selection within five (5) days of the request.

The arbitrator selected must be experienced in school employment matters and must have no financial, personal or other direct interest in the outcome of the proceeding.

- iii. Scope of Arbitration. The arbitrator will hear all of the evidence presented and not be limited to a review of the Governance Council's decision. The issue before the arbitrator will be limited to whether the evidence presented demonstrates just cause for termination.
- iv. Date of Arbitration. The arbitration will be held within thirty (30) working days from the date the arbitrator is selected. Notice of the hearing will be provided by the arbitrator, which will include the date, time and location of the hearing.
- v. Rules of Arbitration:
 1. *J. Paul Taylor Academy* and the employee may have representation of their choosing, but at their own expense;
 2. Discovery will be limited to depositions and requests for production of documents on a time schedule to be determined by the arbitrator;
 3. The arbitrator has the power to issue subpoenas for witnesses and documents and to administer oaths;
 4. The New Mexico Rules of Civil Procedure will not be strictly enforced, however, the rules will apply to the extent that both contentions and responses are amply and fairly presented;
 5. The Rules of Evidence will not strictly apply, but the arbitrator will permit either party to call and examine witnesses, to cross-examine witnesses and to introduce evidence. The arbitrator will require reasonable substantiation of statements and authentication of records where the accuracy or truth is in reasonable doubt;
 6. The Governance Council will have the burden to show by a preponderance of evidence that the employee was terminated for reasons that constitute just cause.
 7. If the Governance Council cannot show just cause, or the employee sufficiently rebuts the Governing Council's reasons, then the arbitrator will reverse the decision to terminate and order reinstatement of the employee;
 8. Either the employee or *J. Paul Taylor Academy* may record the proceeding at their own expense, but it will not constitute an official record for purposes of further appeal.
 9. Departures from these procedures are considered harmless unless the party can demonstrate prejudice.
 10. Decision. The arbitrator will issue a written decision within thirty (30) working days of the hearing, which will contain findings of fact and conclusions of law.
 11. Remedies. The only remedies available to an employee

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

12. Binding Decision. Decisions by the arbitrator are final and binding on both *J. Paul Taylor Academy* and the employee. The decision may not be appealed unless the decision was procured by corruption, fraud, deception or collusion, in which case it will be appealed to the First Judicial District Court for the State of New Mexico.
13. Costs/Fees. The employee and *J. Paul Taylor Academy* will pay their own fees, expenses and costs. The arbitrator can assign to either party or both parties the fees and costs of the independent arbitrator.
14. Report to PED. *J. Paul Taylor Academy* is required to report the terminations to the NMPED.

[Reference NMSA 1978 §22-10A-25 (2003)]

Termination/Discharge Policy for Other Personnel Exempt From Protest Procedures

In addition to employees who have less than three (3) consecutive years of employment, the rights to due process protests upon termination do not apply to the following *J. Paul Taylor Academy* personnel:

1. Exempt employees entering military service;
2. Persons employed as licensed school administrators;
3. Non-certified school employees employed to perform primarily school-wide management functions.

[Reference, NMSA 1978 §22-10A-26 (2003)]

Discharge Policy for Contract Employees Discharged Prior to the end of their Contract Term

An employee under contract may be discharged prior to the end of his/her contract term for just cause according to the following procedures:

1. Notification and Immediate Removal.
 - a. Notice of discharge. The Executive Director will serve written notice (certified mail return receipt requested) or will arrange personal delivery retaining a receipt signed and dated by the employee, of intent to recommend to the Governance Council that the employee be discharged. Service otherwise consistent with the rule of civil procedure will be sufficient to complete service as meant by these provisions.
 - b. Stated reasons. The notice will include the reasons for the Executive Director's recommendation that the employee be discharged along with a written description of the employee's right to a hearing before the Governance Council.

- c. Immediate Removal. In the event that the Executive Director determines that it is necessary to immediately remove the employee from the school premises, the employee will be placed on paid administrative leave pending the outcome of a hearing on the Executive Director's decision to discharge.
- 2. Protest Procedure/Hearing. An contract employee who receives a notice of discharge may request a hearing before the Governance Council by giving the Executive Director a written request for hearing within five (5) working days of receipt of the notice of discharge.
 - a. Date of hearing. If the employee timely notifies the Executive Director that he/she is requesting a hearing on the decision to discharge, a hearing will be scheduled for no less than twenty (20) and no more than forty (40) working days after the Executive Director receives the written election from the employee. The employee will have at least ten (10) working days prior notice of the hearing date.
 - b. Hearing Procedures.
 - i. *J. Paul Taylor Academy* and the employee may have representation of their choosing and at their own expense.
 - ii. Discovery will be limited to depositions and request for production of documents, which will be completed prior to the hearing.
 - iii. The Governance Council will have the authority to issue subpoenas for the attendance of witnesses and to produce documents and other evidence at the request of either party and will have the power to administer oaths.
 - iv. *J. Paul Taylor Academy* will have the burden of proving the just cause for discharge by a preponderance of the evidence. The evidence at hearing will be limited to the reasons as stated in the notice to the employee recommending the discharge.
 - v. *J. Paul Taylor Academy* will present its evidence first; the employee will present second; either party may present witnesses and introduce documents to prove their respective case.
 - vi. An official record must be kept of the preceding and the employee is entitled to one copy at the expense of *J. Paul Taylor Academy*.
 - vii. The Governance Council will render its written decision within twenty (20) calendar days of the conclusion of the hearing and deliver its decision to the employee by certified mail return receipt requested or by personal delivery.
- 3. Appeal from Decision on Discharge: Arbitration. Either the discharged contract employee or a representative(s) of *J. Paul Taylor Academy* may appeal the decision of the Governance Council. The matter will be appealed to an independent arbitrator who will hear all evidence as if presented for the first time.
 - a. Request Appeal/Arbitration. To request an appeal the employee must state his/her reasons for the appeal in writing ("request for appeal") and submit it to the President of the Governance Council within five (5) working days from the receipt of the Governance Council's written decision. The appeal must contain a statement of the particular reasons the employee believes the Governance Council's decision was incorrect and include a statement

- of facts supporting his/her decision.
- b. **Timely Appeal.** Failure to submit a timely appeal will bar the employee's right to object to the decision of the Governance Council and will render the Governance Council's decision final.
 - c. **Selection of Arbitrator.** The Governance Council and the employee will meet within ten (10) working days from the receipt of the employee's request for appeal to select an independent arbitrator. If they cannot decide they will request the presiding judge of the First Judicial District Court for the State of New Mexico to select an individual to hear the matter. The judge will make the selection within five (5) days of the request. The arbitrator selected will be experienced in school employment matters. He/she will have no financial, personal or other direct interest in the outcome of the proceeding.
 - d. **Scope of Review.** The arbitrator will hear all of the evidence presented and not be limited to a review of the Governance Council's decision. The issue before the arbitrator will be limited to whether the evidence presented demonstrates just cause for discharge.
 - e. **Date of Arbitration.** The arbitration will be held within thirty (30) working days from the date the arbitrator is selected. Notice of the hearing will be provided by the arbitrator, which will include the date, time and location of the hearing.
 - f. **Arbitration Rules:**
 - i. *J. Paul Taylor Academy* and the employee may have representation of their choosing, but at their own expense;
 - ii. Discovery is limited to depositions and requests for production of documents on a time schedule to be determined by the arbitrator;
 - iii. The arbitrator has the power to issue subpoenas for witnesses and documents and to administer oaths;
 - iv. The New Mexico Rules of Civil procedure will not be strictly enforced, however, the rules will apply to the extent that both contentions and responses are amply and fairly presented;
 - v. The Rules of Evidence will not strictly apply, but the arbitrator will permit either party to call and examine witnesses, to cross-examine witnesses, and to introduce evidence. The arbitrator will require reasonable substantiation of statements and authentication of records where the accuracy or truth is in reasonable doubt;
 - vi. The Governance Council will have the burden to show by a preponderance of the evidence that the reasons provided for recommended the employee's discharge constitute just cause;
 - vii. If the Governance Council cannot show just cause, or the employee sufficiently rebuts the Governance Council's reasons, then the arbitrator will find in favor of the employee;
 - viii. Either the employee or *J. Paul Taylor Academy* may record the proceeding at their own expense, but it will not constitute an official record for purposes of appeal; only the official record prepared by a certified court reporter will constitute the official

- record;
- ix. Departures from these procedures are considered harmless unless the party can demonstrate prejudice;
 - x. Decision. The arbitrator will issue a written decision within thirty (30) working days of the hearing, which will contain findings of fact and conclusions of law;
 - xi. Final Decision. Decisions by the arbitrator are final and binding on both *J. Paul Taylor Academy* and the employee; the decision may not be appealed unless the decision was procured by corruption, fraud, deception or collusion, in which case it will be appealed to the Second Judicial District Court for the State of New Mexico.
 - xii. Costs/Fees. The employee and *J. Paul Taylor Academy* will pay their own fees, expenses and costs; the arbitrator may assign to either party, or both of them, the fees and costs of the independent arbitrator.
 - xiii. Compensation after discharge. Payment of compensation to any certified school instructor or certified administrator will terminate as of the date a final decision, provided by the Governance Council. If the contract is to be paid monthly during a twelve (12) month period for services to be performed during a period less than twelve (12) months, the person will be entitled to a pro rata share of the compensation payments due for the period during the twelve (12) months in which no serves were to be performed.

10.4 EXIT INTERVIEWS

In the case of a voluntary resignation, *J. Paul Taylor Academy* may request an exit interview to discuss an employee's reasons for leaving and any other impressions that the employee may have about *J. Paul Taylor Academy*. During the exit interview, employees can provide insights into areas for improvement that *J. Paul Taylor Academy* can make. Every attempt will be made to keep all information confidential.

10.5 RETURN OF J. PAUL TAYLOR ACADEMY PROPERTY

Property issued/purchased for you, such as, but not limited to, computer equipment, keys, and communication devices, must be returned to *J. Paul Taylor Academy* at the time of an employee's separation of employment from *J. Paul Taylor Academy*. Employees will be responsible for any lost or damaged items. The value of any property issued and not returned may be deducted from the employee's paycheck. Employees will be required to sign a wage deduction authorization form for this purpose.

10.6 POST-EMPLOYMENT INQUIRIES

J. Paul Taylor Academy does not respond to oral requests for references. In the event an employee's employment with *J. Paul Taylor Academy* is terminated, either voluntarily or involuntarily, *J. Paul Taylor Academy* may be able to provide a reference to potential employers only if the employee has completed and signed a release form. Employees of *J. Paul Taylor Academy* should not under any circumstances respond to any requests for information

regarding another employee unless it is part of their assigned job responsibilities. Employees who receive requests for information regarding other employees should forward those requests to the Executive Director.

10.7 RESTRICTION OF REFERENCES INVOLVING SEXUAL MISCONDUCT

J. Paul Taylor Academy shall not assist an employee, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative and personnel files, if school management knows, or has probable cause to believe, that such school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law.

Exceptions may be made if the information giving rise to the probable cause:

1. has been properly reported to law enforcement with jurisdiction over the alleged misconduct and has been reported to any other authorities as required by Federal, State, or local law; and
2. the matter has been officially closed or the prosecutor or police with jurisdiction has investigated the allegations and notified school officials that there is insufficient information to establish sexual misconduct regarding a minor or student in violation of the law; the school employee, contractor, or agent has been charged with, and acquitted or otherwise exonerated of the alleged misconduct; or the case or investigation remains open and there have been no charges filed against, or indictment of, the school employee, contractor, or agent within 4 years of the date on which the information was reported to a law enforcement agency.

Legal Reference: Section 8546, ESEA (20 U.S.C. § 7926)

SECTION 11 – EMPLOYEE PROTECTIONS

11.1 GRIEVANCE PROCEDURE

It is important that you bring any employment-related problems or issues to the attention of *J. Paul Taylor Academy*. If you feel that anything has occurred that is unfair to you, or if you have any complaints, requests, or constructive criticism regarding employment-related issues, policies, or procedures, discuss it with the person with whom you have the issue first, if applicable, and then follow the steps set forth in this procedure. If the problem involves harassment of any kind, please see the complaint procedure set forth in Harassment, section 3.3 of this manual.

For exempt employees covered by the CBA, please see the CBA for the grievance procedure that applies to you.

This grievance procedure does not apply to complaints about the following situations:

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 supervisor;
2. Discharge or termination decisions (those procedures are set forth in section 10.3 of this manual);
3. Situations in which the remedy for the alleged violation resides exclusively in some

person, agency, or authority other than *J. Paul Taylor Academy*, its Executive Director, or its Governance Council;

4. A former employee cannot file a grievance after the effective date of separation from employment.

If the Executive Director is not your immediate supervisor, all issues and problems should be taken to your immediate supervisor first for discussion. If, after talking to your immediate supervisor, you have not received a satisfactory explanation or decision, you should notify your supervisor that you wish to present the problem to the Executive Director. To do this, please write a note to the Executive Director stating:

1. your name and position;
2. a description of the issue;
3. when you discussed it with your supervisor;
4. what your supervisor's response was;
5. why you disagree; and
6. what you suggest as the proper response to the problem or issue you raised.

The Executive Director will investigate and, to the extent necessary, will discuss the issue and solution with you.

If the Executive Director is your immediate supervisor, take the matter to her or him first for discussion.

If you feel you did not receive a satisfactory explanation or decision from the Executive Director, notify the Executive Director that you wish to present the problem to a neutral third party. To do this, please write a note to the Executive Director stating:

1. your name and position;
2. a description of the issue;
3. when you discussed it with your supervisor and the Executive Director;
4. what their responses were;
5. why you disagree; and
6. what you suggest as the proper response to the problem you raised.

The person designated by the Executive Director will investigate and, to the extent necessary, will discuss the issue and solution with you.

In all cases, if an immediate decision is possible, it will be provided; if not, you will be informed of when a decision will be available.

If the issue involves the substance of an employment-related policy or the generalized application of an employment-related policy (as opposed to the application of a policy to one person or a small group) and/or if the Executive Director's response is unsatisfactory to you, you may bring the matter to the attention of the Governance Council Chair by email or letter. The Governance Council Chair, upon her or his discretion, may place the issue on the Governance Council's next meeting agenda for discussion and/or action.

All complaints should be brought no later than ten (10) school days from the time of the incident.

11.2 WHISTLEBLOWER POLICY

J. Paul Taylor Academy is committed to maintaining a workplace where employees are free to raise good faith concerns regarding the business practices, specifically: (1) reporting suspected violations of law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of *J. Paul Taylor Academy* policy.

An employee who wishes to report a suspected violation of law or *J. Paul Taylor Academy* policy may do so confidentially by contacting the Executive Director.

J. Paul Taylor Academy expressly prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation, against employees who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of *J. Paul Taylor Academy*. Any employee who engages in retaliation will be subject to discipline, up to and including termination.

Any employee who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to the immediate supervisor or the Executive Director.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality, consistent with a full and fair investigation. The Executive Director of *J. Paul Taylor Academy* will conduct or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings directly.

Appendix A – Code of Ethics

6.60.9.8 EDUCATOR CODE OF ETHICS: We, professional educators of New Mexico, affirm our belief in the worth and dignity of humanity. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard as essential to these goals the protection of freedom to learn and to teach with the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards. We acknowledge the magnitude of the profession we have chosen, and engage ourselves, individually and collectively, to judge our colleagues and to be judged by them in accordance with the applicable provisions of this code.

A. Principle I: Commitment to the student. We measure success by the progress of each student toward achievement of his/her maximum potential. We therefore work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. We recognize the importance of cooperative relationships with other community institutions, especially the home. In fulfilling our obligation to the student, we:

- (1) deal justly and considerately with each student;
- (2) encourage the student to study and express varying points of view and respect his/her right to form his/her own judgment;
- (3) conduct conferences with or concerning students in an appropriate place and manner;
- (4) seek constantly to improve learning facilities and opportunities.

B. Principle II: Commitment to the community. We believe that patriotism in its highest form requires dedication to the principles of our democratic heritage. We share with all other citizens the responsibility for the development of sound public policy. As educators, we are particularly accountable for participating in the development of educational programs and policies and for interpreting them to the public. In fulfilling our obligations to the community, we:

- (1) share the responsibility for improving the educational opportunities for all;
- (2) recognize that each educational institution has a person authorized to interpret its official policies;
- (3) acknowledge the right and responsibility of the public to participate in the formulation of educational policy;
- (4) evaluate through appropriate professional procedures conditions within a school or institution of learning, make known serious deficiencies, and take action deemed necessary and proper;
- (5) assume full political and citizenship responsibilities, but refrain from exploiting the institutional privileges of our professional positions to promote political candidates of partisan

activities;

(6) protect the educational program against undesirable infringement, and promote academic freedom.

C. Principle III: Commitment to the profession. We believe that the quality of the services of the education profession directly influence the future of the nation and its citizens. We therefore exert every effort to raise educational standards, to improve our service, to promote a climate in which the exercise of professional judgment is encouraged, to demonstrate integrity in all work-related activities and interactions in the school setting, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, we contribute actively to the support, planning, and programs of our professional organizations. In fulfilling our obligations to the profession, we:

(1) recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative of our profession;

(2) participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education;

(3) cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns, and those colleagues new to their positions;

(4) accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities;

(5) refrain from assigning professional duties to nonprofessional personnel when such assignment is not in the best interest of the student;

(6) refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues;

(7) keep the trust under which confidential information is exchanged;

(8) make appropriate use of the time granted for professional purposes;

(9) interpret and use the writings of others and the findings of educational research with intellectual honesty;

(10) maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts;

(11) respond accurately to requests for evaluation of colleagues seeking professional positions;

(12) provide applicants seeking information about a position with an honest description of the assignment, the conditions of work and related matters.

D. Principle IV: Commitment to professional employment practices. We regard the employment agreement as a solemn pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. Sound professional personnel relationships with governing boards are built upon integrity, dignity, and mutual respect between employees, administrators, and local school boards. In fulfilling our obligations to professional employment practices, we:

- (1) apply for or offer a position on the basis of professional and legal qualifications;
- (2) apply for a specific position only when it is known to be vacant and refrain from such practices as underbidding or commenting adversely about other candidates;
- (3) fill no vacancy except where the terms, conditions, and policies are known;
- (4) adhere to and respect the conditions of a contract or to the terms of an appointment until either has been terminated legally or by mutual consent;
- (5) give prompt notice of any change in availability of service, in status of applications, or in change in position;
- (6) conduct professional business through recognized educational and professional channels.
[6.60.9.8 NMAC - N, 04-30-01]

6.60.9.9 STANDARDS OF PROFESSIONAL CONDUCT:

A. Preamble

- (1) We, licensed New Mexico educators acknowledge that ethical values in our schools cannot exist without ethical leadership. It is our ultimate goal to educate children so that they may become productive citizens; we understand that our guidance and ability to provide choices has a profound effect on reaching this goal. In affording students and each other choices, we agree to consider the consequence of each choice, the moral value best exemplified by the recommended choice, and our position on the choice if it were applied to us. These principles apply equally to all licensed educators in all schools except where they are uniquely applicable to s or where they conflict with principles of religious freedom.
- (2) Moral values are to ethical leadership what years of experience are to a successful educator. The former sets the stage for success of the latter. Abstract principles that espouse excellence do not easily equate into simple behavioral maxims. We are certain that some foundational concepts can be embraced because they truly celebrate desirable moral values. These concepts are: respect for one's self and others, honesty and openness, the delicate balance between absolute freedom and safety, the equally delicate balance between confidentiality and the right to know, equality of opportunity, fairness to all, and personal integrity.
- (3) In the final analysis it is our consistent ethical leadership that wins the most allies and produces the best results. Not only does this code highlight our professional responsibilities, but also it stimulates us to discuss the professional implications of our ethical choices and ethical

recommendations, causes us to assess and reassess our application of moral values, and sets forth concrete behaviors appropriate for education professionals. We are committed to this code and understand that it provides minimally accepted standards of professional conduct in education.

B. Standard I: Duty to the student. We endeavor to stimulate students to think and to learn while at the same time we seek to protect them from any harm. Ethical leadership requires licensed educators to teach not only by use of pedagogical tools, but also by consistent and justifiable personal example. To satisfy this obligation, we:

(1) shall, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Section 1232g, 34C.F.R. Part 99), the Individuals with Disabilities Education Act (20 U.S.C. Section 1401 et seq., 34 C.F.R. Part 300), the Mental Health and Developmental Disabilities Code (Section 43-1-19, NMSA 1978), the Inspection of Public Records Act (Section 14-2-1 et seq., NMSA 1978), the Code (Section 22-1-8, NMSA 1978), and the Children's Code (Sections 32A-2-32, 32A-4-3, NMSA 1978), withhold confidential student records or information about a student or his/her personal and family life unless release of information is allowed, permitted by the student's parent(s)/legal guardian, or required by law;

(2) shall not discriminate or permit students within our control, supervision or responsibility to discriminate against any other student on the basis of race, color, national origin, ethnicity, sex, sexual orientation, disability, religion, or serious medical condition;

(3) shall avoid using our positions as licensed school employees to exploit or unduly influence a student into engaging in an illegal act, immoral act, or any other behavior that would subject a licensed school employee or student to discipline for misconduct whether or not the student actually engages in the behavior;

(4) shall tutor students only in accordance with Governance Council policies, if any, only after written permission from the student's parent(s)/legal guardian, and only at a place or time approved by the local school and/or the student's parent(s)/legal guardian;

(5) shall not give a gift to any one student unless all students situated similarly receive or are offered gifts of equal value for the same reason;

(6) shall not lend a student money except in clear and occasional circumstances, such as where a student may go without food or beverage or be unable to participate in a school activity without financial assistance;

(7) shall not have inappropriate contact with any student, whether or not on school property, which includes but is not limited to:

- (a) all forms of sexual touching, sexual relations or romantic relations;
- (b) inappropriate touching which is any physical touching, embracing, petting, hand-holding, or kissing that is unwelcome by the student or is otherwise inappropriate given the age, sex and maturity of the student;
- (c) any open displays of affection toward mostly-boys or mostly-girls; and
- (d) offering or giving a ride to a student unless absolutely unavoidable, such as where a student

has missed his/her usual transportation and is unable to make reasonable substitute arrangements;

(8) shall not interfere with a student's right to a public education by sexually harassing a student or permitting students within our control, supervision or responsibility to sexually harass any other student, which prohibited behavior includes:

(a) making any sexual advances, requests for sexual favors, repeated sexual references, any name calling by means of sexual references or references directed at gender-specific students, any other verbal or physical conduct of a physical nature with a student even where the licensed educator believes the student consents or the student actually initiates the activity, and any display/distribution of sexually oriented materials where students can see them; and

(b) creating an intimidating, hostile or offensive work/school environment by at a minimum engaging in any of the prohibited behaviors set forth at Paragraph (7) or Subparagraph (a) of Paragraph (8), Subsection B of 6.60.9.9 NMAC, above.

C. Standard II: Duty to the profession. The education profession has been vested by the public with an awesome trust and responsibility. To live up to that lofty expectation, we must continually engender public confidence in the integrity of our profession, and must strive consistently in educating the children of New Mexico, all of whom will one-day shape the future. To satisfy this obligation, we:

(1) shall not make a false or misleading statement or fail to disclose a material fact in any application for educational employment or licensure;

(2) shall not orally or in writing misrepresent our professional qualifications;

(3) shall not assist persons into educational employment whom we know to be unqualified in respect to their character, education, or employment history;

(4) shall not make a false or misleading statement concerning the qualifications of anyone in or desiring employment in education;

(5) shall not permit or assist unqualified or unauthorized persons to engage in teaching or other employment within a school;

(6) shall not disclose personal, medical, or other confidential information about other educational colleagues to anyone unless disclosure is required or authorized by law;

(7) shall not knowingly make false or derogatory personal comments about an educational colleague, although first amendment protected comments on or off campus are not prohibited;

(8) shall not accept any gratuity, gift, meal, discount, entertainment, hospitality, loan, forbearance, favor, or other item having monetary value whose market value exceeds \$100, excluding approved educational awards, honoraria, plaques, trophies, and prizes;

(9) shall avoid conduct connected with official duties that is unfair, improper, illegal or gives the appearance of being improper or illegal;

(10) shall not sexually harass any school employee, any school visitor or anyone else we might encounter in the course of our official duties, which includes:

(a) making any sexual advances, requests for sexual favors, repeated sexual references, and name calling by means of sexual references or references directed at any gender-specific individuals named above;

(b) making any other verbal gesture or physical conduct with any of the above-named individuals even where the licensed educator believes they consent or they actually initiate the activity;

(c) displaying or distributing any sexually oriented materials where the above-named individuals can see them; and

(d) creating an intimidating, hostile, or offensive work/school environment by engaging in any of the prohibited behaviors set forth at Subparagraphs (a), (b) or (c), Paragraph (10), Subsection C of 6.60.9.9 NMAC, above;

(11) shall educate oneself at least annually about avoiding sexual harassment by either attending periodic training, reviewing sexual harassment literature or the EEOC guidelines found at Title 29 Code of Federal Regulations Part 1604 (29 C.F.R. Section 1604.1 et seq.), or contacting appropriate school human resources personnel;

(12) shall not engage in inappropriate displays of affection, even with consenting adults, while on school property or during school events off campus;

(13) shall not without permission of a supervisor use property to conduct personal business or our personal affairs;

(14) shall use educational facilities and property only for educational purposes or purposes for which they are intended consistent with applicable policy, law and regulation;

(15) shall not discriminate against any school employee, or any other person with whom we have any dealings or contact in the course of our official duties, on the basis of race, color, national origin, ethnicity, sex, sexual orientation, disability, religion, or serious medical condition;

(16) shall not engage in any outside employment:

(a) the performance of which conflicts with our duties, such as where a licensed educator takes a private job that would require performance in the very school school where he/she is employed;

(b) where we use confidential/privileged information obtained from our employment as part or all of our private employment duties; and

(c) that impairs our physical ability to perform our school duties;

(17) shall not, with the intent to conceal/confuse a fact, change or alter any writing or encourage anyone else to change or alter any document:

(a) in connection with our official school duties;

(b) in connection with another licensed person's official school duties;

(c) in connection with any standardized or non-standardized testing;

(d) in connection with any school application or disclosure process; and

(e) in connection with any writing submitted to the public education department related to our

initial or continued licensure, including endorsements;

(18) shall not in connection with any state board-approved teacher test knowingly make any misrepresentations about one's identity, or engage in any false or deceptive acts of test-taking or test-registering;

(19) shall not engage in any conduct or make any statement:

(a) that would breach the security of any standardized or non-standardized tests;

(b) that would ignore administering portions or the entirety of any standardized or non-standardized testing instructions;

(c) that would give students an unfair advantage in taking a standardized or non-standardized test;

(d) that would give a particular school or a particular classroom an unfair advantage in taking a standardized or non-standardized test; and

(e) that would assist students in obtaining services or benefits for which they do not qualify or are not entitled;

(20) shall not, when on school property or off campus while representing the school or attending a school function, engage in violent, abusive, indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct which tends to disturb the peace;

(21) shall not hold, or continue to hold, employment for which educator licensure or certification is required when the individual knew, should have known or is informed by the PED, that the individual does not hold the required credentials; and

(22) shall not use school information technology equipment, hardware, software or internet access to view, download, display, store or print pornographic images or advertisements, nude images, or sexually explicit depictions or language;

(23) shall not engage in unprofessional conduct, which conduct shall include but not be limited to the following:

(a) striking, assaulting or restraining a student for no valid reason;

(b) using any written or spoken words in s or at school events that are inflammatory, derogatory or otherwise demonstrate a bias against a person or group, on the basis of their race, religion, culture, ethnicity, sexual preference, sexuality or physical disability;

(c) bringing firearms onto school property or possessing them on school property, except with proper authorization;

(d) possessing or consuming alcohol beverages at school;

(e) possessing or using illegal drugs;

(f) being under the influence of alcohol or illegal drugs at school;

(g) actively obstructing an investigation into the possible unethical or illegal conduct of a school employee; and

(h) engaging in favoritism or preferential treatment toward any school employee or applicant in regards to that individual's hiring, discipline, terms of employment, working conditions or work performance due to that individual's familial relationship with the licensee;

(24) shall report any knowledge of inappropriate contact, as provided by Paragraph (7) of

Subsection B of 6.60.9 NMAC with a student or other school employee to the local school authority within 30 days of obtaining such knowledge. [6.60.9.9 NMAC - N, 04-30-01; A, 10-17-05; A, 10-31-06]

6.60.9.10 FAILURE TO COMPLY WITH THIS CODE: The PED finds that adherence to this code of ethical responsibility has a significant bearing on licensed personnel's competence, turpitude or the proper performance of their duties. It makes the same finding for any other person providing instructional or education-related services in a school who holds any license, certificate or written authority issued by the instructional or education-related services in a school who hold any license, certificate or written authority issued by the PED. Both the code of ethics and standards of professional conduct are intended to provide a valuable framework of personal ethics to assist educators and administrators in their interaction with colleagues, students and parents. However, the standards of professional conduct establish minimal standards of acceptable professional conduct with which all educators and administrators are required to comply. Therefore, the PED through the educator ethics bureau may revoke, suspend or take other appropriate action against any educator license of any person, or may deny applications for initial licensure or continuing licensure to any person, who is within the scope of this rule, and who after hearing, is found to have engaged in ethical misconduct, by failing to comply with one or more of the enumerated provisions of the standards of professional conduct set forth in 6.60.9.9 NMAC, above, exclusive of the preamble. All hearings and attendant notices shall be conducted and served pursuant to the Uniform Licensing Act 61-1-1 through 61-1-31, NMSA 1978 and either 6.68.2 NMAC or 6.68.3 NMAC. [6.60.9.10 NMAC - N, 04-30-01; A, 10-17-05; A, 10-31-06]

Questions regarding *J. Paul Taylor Academy's* expectations for employee conduct should be directed to the appropriate supervisor or Executive Director. Violations of laws, ethical codes, school policies or any other standards of employee conduct may lead to immediate disciplinary action, up to and including termination of employment.

All *J. Paul Taylor Academy* employees should perform their duties in accordance with state and federal law, *J. Paul Taylor Academy* policies and procedures, and ethical standards.

Appendix B – Employee Policy Manual Acknowledgment

I acknowledge that I have received a copy of *J. Paul Taylor Academy* Employee Policy Manual. I agree that I have read the manual or will do so prior to the first contracted day, including the statements in the About this Policy Manual section describing the purpose and effect of the manual. I agree that if there is any policy or provision in the manual that I do not understand, I will seek clarification from my supervisor or the Executive Director. No supervisor or other representative of *J. Paul Taylor Academy* (except the Executive Director) has the authority to enter into any agreement for employment for any specified period of time, or to make an agreement contrary to the above. In addition, I understand that this manual states *J. Paul Taylor Academy* policies and practices in effect on the date of publication. I understand that nothing contained in the manual may be construed as creating a promise of future benefits or a binding contract with *J. Paul Taylor Academy* for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

Please sign, date, and return this page to the Executive Director.

Date: _____

Signature: _____

Print Name: _____