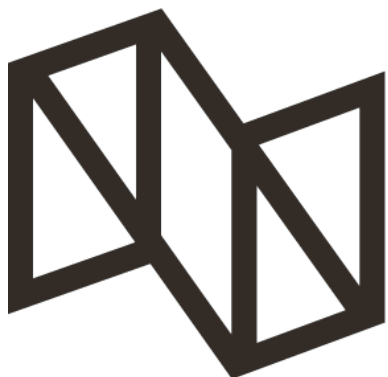




NORTHPOINT
CHARTER SCHOOL

EMPLOYEE HANDBOOK

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VOYAGERS

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NORTHPOINT CHARTER SCHOOL EMPLOYMENT HANDBOOK

I. OVERVIEW OF NORTHPOINT CHARTER SCHOOL (NCS)

A. Mission: The mission of NCS is to empower all students to perform at their optimal level in a blended learning environment that is individualized, self-directed, and flexible to produce future-ready graduates.

B. Working Environment: NCS endeavors to create a friendly working environment for all employees. In pursuit of this goal, NCS has adopted the following employee relations objectives:

1. Provide an exciting, challenging, and rewarding workplace and experience.
2. Select employees on the basis of skill, training, ability, attitude, and character without discriminating.
3. Review wages, employee benefits, and working conditions periodically with the objective of being competitive in these areas, consistent with sound business practices.
4. Assure employees, after talking with their supervisor, an opportunity to discuss any issue or problem with the appropriate administrator.
5. Take prompt and appropriate action to resolve complaints which may arise in the everyday conduct of our business.
6. Respect individual rights and treat all employees with courtesy and consideration.
7. Maintain open communications and mutual respect in our working relationships.
8. Promote an atmosphere consistent with NCS's vision, mission, and goals.

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

The provisions of this Handbook have been developed at the direction of the Governing Council, and the policies in this Handbook may be amended, revised, supplemented, or rescinded at any time, in the sole discretion of the Governing Council. Only the Executive Director may alter or modify any of the provisions of this Employee Handbook. Any such

alterations or revisions must be in writing and approved by the Executive Director and the Governing Council.

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

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

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

D. Purpose of the Employee Handbook: The purpose of this handbook is to provide guidance and information in regard to the various, in some instances complex, employment issues, terms, and policies. This handbook covers a broad range of topics and is meant to apply generally to all employees. Please see your employment contract or memorandum, and your job description, for more specific information relating to your position. If you have questions, please see the Executive Director or Business Manager in charge of human relations for NCS.

You are expected to review the Employee Handbook, to be familiar with the information it contains, and to maintain a copy for your future reference. You are also expected to review and maintain a copy of the Student/Family Handbook for additional policies/procedures that must be followed relating to students in your role as a NCS employee.

II. EMPLOYMENT POLICIES

A. Equal Employment Opportunity: NCS is an equal opportunity employer committed to maintaining a non-discriminatory, diverse work environment. NCS does not unlawfully discriminate against any person on the basis of race, color, religious creed, age, sex, national origin or ancestry, mental or physical disability, medical condition, status as a Vietnam-Era or disabled veteran status, military service, sexual orientation, spousal affiliation, marital status, gender identity, or any other basis protected by federal, state or local law. This policy covers all programs, services, policies, and procedures of NCS.

B. Employees with Disabilities: In accordance with the Americans with Disabilities Act (ADA), NCS 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 (for example) caring for oneself, 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. Whether or not an employee has a disability under the ADA is evaluated on a case-by-case basis, in accordance with applicable law.

NCS 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 their 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, NCS 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 NCS 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 and/or follow the complaint procedure described in Section II. C. 4., below.

C. Anti-Harassment and Anti-Discrimination Policy: NCS is committed to providing a workplace that is free of unlawful discrimination or harassment. Every employee is expected to treat his or her co-workers, visitors, students, and guests professionally and respectfully.

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

1. No Tolerance Harassment/Discrimination Policy. NCS is committed to creating a workplace free of discrimination and harassment. Both the law and NCS prohibit any form of discrimination and/or harassment based on race, color, religious creed, age, sex, national origin or ancestry, mental or physical disability, medical condition, status as a Vietnam-Era or disabled veteran status, military service, sexual orientation, spousal affiliation, marital status, gender identity or any other basis protected by federal, state or local law. All of these groups are referred to in this policy as "protected classes." This policy applies to all employees, contract workers, volunteers, consultants, vendors, students, parents and guardians, visitors and guests, or any other people doing business with or for NCS. It is in effect not only at NCS's primary site but during all NCS-sponsored functions.

2. Discrimination/Harassment Described. Discrimination and harassment include conduct that could reasonably be construed generally as any unwelcome behavior towards another, whether verbal, physical or visual, that is based on a person's

belonging to a protected class. This conduct will most likely interfere with others' ability to work and most certainly will be intolerable as an example to our students and our community. All such harassment can be unlawful when it is severe or pervasive enough to affect a reasonable employee's job.

a. Sexual Harassment: Because sexual harassment raises issues about human interaction that are to some extent unique, the subject of sexual harassment is described separately here, however, it is no more or less tolerable than harassment based on some other protected status. Sexual harassment is a form of sex discrimination that may include:

- requests for sexual favors;
- sexual advances;
- persistent or unwelcome flirtation or requests for dates, especially if the behavior continues after a clear objection has been made;
- sexually motivated inappropriate conduct such as facial expressions or body language, leering, making sexual gestures or actual touching, kissing, impeding or blocking another's movements;
- displaying sexually suggestive objects, pictures or cartoons; demands to submit to sexual requests in order to maintain employment or avoid some employment-related loss (e.g. salary), and offers of job benefits or favors in return for sexual favors; AND/OR
- intimidation and hostility directed to an individual because of sex; or explicit or degrading verbal, written or electronic comments of a sexual nature, such as comments about an individual's body or dress.

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

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

IF YOU BELIEVE THAT YOU HAVE EXPERIENCED OR WITNESSED SEXUAL HARASSMENT, FOLLOW THE PROCESS DESCRIBED IN PARAGRAPHS 3 THROUGH 6 BELOW.

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

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

4. Reporting Complaints. If you experience or observe harassment or discrimination, or if you have harassment reported to you, you should bring the matter directly to NCS’s Executive Director. If the complaint/report involves the Executive Director’s conduct, the report should be made to NCS’s Governing Council President. The complaint/report will be promptly investigated by the Executive Director or a third-party investigator, if appropriate. The complainant and the alleged offender will be instructed to limit their work contact with each other immediately, pending the outcome of the investigation.

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

6. Harassment Complaint Procedure, Investigation and Response. Complaints or reports may initially be made verbally; however, the complainant or reporter **MUST** complete a “Harassment Complaint Form” (see Appendix A) to assist with the investigation process.

a. Normally, an investigation will include interviews with the complainant, and the alleged offender (who will be told of all the allegations against him or her) and all witnesses or other relevant persons as necessary to establish the facts. All employee-witnesses, the complainant and the alleged offender are expected to cooperate in the investigation. Failure to cooperate or deliberately providing false information during an investigation, including in complaint itself, will be grounds for disciplinary action, up to termination or discharge. Other individuals, such as a third-party investigator, may be involved to resolve the complaint. The investigator will collect and review all relevant documents.

b. NCS will investigate every report of harassment or discrimination. In conducting an investigation, NCS will respect the privacy of all concerned; however, complete confidentiality may not always be possible because of the need to conduct a complete and thorough investigation and to ensure that both sides’ interests are fairly protected.

c. As soon as the investigation is finished, the investigator will meet with the individual’s immediate supervisor, and report whether he or she believes that

discrimination or harassment has occurred. If the investigation results in a finding of discrimination and/or harassment, then the supervisor will determine the appropriate disciplinary action up to and including a recommendation to terminate or discharge the employee. The supervisor will inform the complainant and the alleged offender of the outcome of the investigation and his/her proposed disciplinary action. The date of the discussion with the respective party shall constitute the “determination date.”

d. Appeal. If the complainant or alleged offender is not satisfied with the outcome of a discrimination complaint, either employee may appeal that decision to the NCS Governing Council or to a neutral third party, whichever is deemed appropriate under the circumstances. The employee appealing the supervisor’s decision must submit a written appeal to the Executive Director with copies to the other party within five (5) working days of the determination date. The non-appealing party and supervisor of the appealing party has the option of submitting written materials in support of their respective positions within three (3) working days from the date they receive the appealing parties’ appeal.

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

D. Anti-Racism and Racial Sensitivity Training and Professional Development: Each year, all NCS personnel are required to successfully complete an online or in-person antiracism, racial awareness and sensitivity training or professional development approved by the NMPED that addresses race, racism and racialized aggression and demonstrates how to create and foster an equitable and culturally responsive learning environment for racial minority students. Your supervisor will provide you with more information about this training/professional development.

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

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

G. Personnel Records: The responsibility of handling personnel records at NCS has been assigned to the Business Manager. Questions regarding insurance, wages, and interpretation of personnel policies may be directed to the Business Manager. NCS strives to balance its need to obtain, use, and retain employment information with each individual’s right to privacy.

To this end, it attempts to restrict the personnel information maintained to that which is necessary for the conduct of its business or which is required by federal, state, or local law. The Executive Director (or designee) is responsible for overseeing the record keeping for all personnel information. Employees have a responsibility to ensure their personnel records are up to date and should notify NCS's Business Manager in writing of any changes in name; address; contact phone numbers; marital status (for benefits and tax withholding purposes only); number of dependents (for benefits and tax withholding purposes only); addresses and telephone numbers of dependents and spouse or former spouse (for insurance purposes only); beneficiary designations if applicable; and emergency contact information. If you have a change in any of these items, please complete an **"employee change" form** and return to the Business Manager as soon as possible.

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

- a. Complete application for employment along with verification of qualifications for the position as outlined in job description;
- b. Professional license;
- c. Official transcript;
- d. Employee's contract;
- e. Signed Job description;
- f. Pre-employment references;
- g. Signed acknowledgment that the employee has received the employee policies handbook, *which includes* separate acknowledgements that employee has received and understands policies on child abuse and neglect, confidentiality, equal employment opportunity, drug free workplace, conflicts of interest, employee complaints and problem solving, termination and discharge, employee discipline, email and computer usage, the employee code of conduct and confidentiality.
- h. Performance appraisals;
- i. Documented attendance at educational and training programs, including in-service courses and orientation;
- j. Any complaints, allegations, inquiries or findings of student abuse or neglect; warnings or disciplinary actions;
- k. Documentation of equipment issued to employee: keys, pagers, cell phones, etc.

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

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

3. Inspection of Personnel File. Employees may inspect their own personnel records in the presence of the Executive Director (or designee) except documents relating to confidential materials related to pre-employment. Such an inspection must be

requested in writing to the Executive Director (or designee) and will be scheduled at a mutually convenient time. Employees who feel that any file material is incomplete, inaccurate, or irrelevant may submit a written request to the Executive Director (or designee) that documentation to correct such materials be added to personnel files. Only supervisors and others in management who have an employment related need-to-know about another employee may inspect the personnel files of a particular employee.

H. Work Schedule:

1. Business Hours. NCS generally operates from 7:30 am until 5:45 pm. Work schedules are determined by the Executive Director. Please consult with the Executive Director if you have any questions concerning your work schedule.

2. Classroom Coverage. Students must be supervised at all times and are never to be left unattended. If you need to leave your classroom or workstation, you must contact the Executive Director so adequate coverage can be arranged. If you need to leave the campus for any reason, you are required to notify the Executive Director, sign out at the front desk, and sign back in upon returning.

3. Absence or Lateness. If you are unable to report to work, or if you will arrive late, you are required to contact the office and/or the Executive Director before 7:00 am, or as soon as possible. If you know in advance that you will need to be absent, you must request this time off directly from the Executive Director. If you are absent because of an illness, the Executive Director may require that you submit a written statement from your health care provider stating that you are able to resume your employment responsibilities. Failure to follow policies and directives related to absences, unauthorized absences, lateness, or leaving campus may lead to disciplinary action, including possible termination or discharge.

4. Severe Weather and Emergency Conditions. In the event of severe weather conditions or other emergencies, NCS will follow the APS inclement weather determination for school delay and/or closure. Morning sessions will be cancelled for a 2-hour delay and classes will resume at 12:00 pm. Staff and families will be notified through email of any delays or closures.

I. Building Access/Use: All visitors to NCS must be directed to the front office and must comply with NCS visitor/security procedures. Use of NCS's facilities by outside groups and private person may only be granted by the Executive Director, and only pursuant to the adopted Facility Use policy (Appendix B).

If you lose a key/keycard or fail to return keys/keycards at the end of your employment or when requested by the Executive Director, you will be responsible for all costs associated with replacing the key/keycard, and any associated costs incurred by NCS to ensure continued NCS security (changing locks, etc.).

J. Background check and employment history policy and procedure:

Section 1: Policy Statement: NCS is committed to ensuring that its academic and related programs are staffed with qualified employees, competent volunteers, and ethical contractors. It is committed

to providing a safe and secure working and learning environment for employees, students, visitors, and others doing business with NCS. Further, this policy is adopted to ensure protection of NCS's property and other interests. To that end NCS Administration will obtain applicant Employment histories and complete a Background Check as set forth herein to safeguard our NCS community from individuals who have a history of ethical misconduct and/or criminal conduct of a nature that may present an unreasonable risk of harm to our NCS community.

Section 2: Persons Affected: This policy applies to all applicants for employment, and all volunteers/contractors/contractors' employees/others who may have unsupervised contact with children or students while on NCS's premises or during NCS sponsored events, including online learning. Failure or refusal to cooperate with the application requirements, and/or with Administration's completion of a Background Check, disqualifies the applicant from employment, volunteering at NCS, or contracting with NCS and/or the Governing Body. This policy does not apply to parents/guardians supervising only their own children during periods of online learning.

Section 3: Use of background check information; discrimination safeguards: No applicant shall be required to disclose the applicant's criminal record prior to being offered a position contingent upon completion of a satisfactory Background Check. Subject to mandatory child abuse and ethical misconduct reporting requirements, information discovered through NCS's Employment History/Background Check processes will be used solely for the purpose of evaluating an applicant's suitability for employment, volunteering or contracting, and will not be used to discriminate against a Finalist on the basis of race, color, religion/creed, sex/gender, age, sexual orientation, gender identity/expression, pregnancy, national origin, genetic information, marital/familial status, mental or physical disability, military, veteran status, or other protected status.

Convictions of felonies or misdemeanors contained in the FBI record shall be used in accordance with the New Mexico Criminal Offender Employment Act; provided that other information contained in the FBI record, if supported by independent evidence, may form the basis of employment decisions for just cause.

Section 4: Disqualifying ethical misconduct/criminal convictions: An applicant may be disqualified from employment/volunteering/contracting for ethical misconduct (defined below) or if convicted of a felony or misdemeanor involving moral turpitude and the criminal conviction directly relates to the position for which the individual will be employed, volunteering or contracting. The Governing Body finds that ethical misconduct (defined below), and criminal offenses listed herein, are so severe and directly relate to employment in any position at a public school that initial or continued employment, service as a volunteer, or contracting with individuals who have committed ethical misconduct or who have been convicted of such crimes, places the safety of students, employees and NCS visitors at an unreasonable risk. Ethical misconduct, and/or such crimes are, therefore, presumed to disqualify an individual from initial or current employment, volunteering or contracting with NCS. Such crimes include but are not limited to:

Criminal homicide, murder, capital murder, kidnapping, aggravated kidnapping, smuggling of persons, prostitution, false imprisonment, trafficking of persons, improper relationship between educator/school employee and student, public lewdness involving a child or student, indecency with a child, injury to a child, child abuse or neglect, abandoning or endangering a child, sale or purchase of a child, child pornography, sexual solicitation of a child.

Before any offer of employment or opportunity to volunteer or contract is withdrawn by the Executive Director, applicants will be provided the opportunity to respond to such information as set forth in Section 13(H), below.

Felony conviction: A Finalist may be denied employment based on a conviction for a felony or misdemeanor involving moral turpitude that *does not* directly relate to the particular employment position, volunteer service or contract for service, but which is a crime listed in Section 5, if the conviction is less than seven (7) years old, and the Executive Director determines after an investigation demonstrates that the person has not been sufficiently rehabilitated to warrant the public trust. Before any offer of employment or opportunity to volunteer or contract is withdrawn pursuant to this Section, the Finalist will be provided the opportunity to respond to such information as set forth in Section 13(H), below.

Section 5: Confidentiality/Mandatory reporting:

- A. Confidentiality. Records and related information provided to NCS during the Background Check process including from the Finalist's FBI Record shall be deemed confidential and shall not be disclosed to any person who is not authorized to be involved in the decisions or to receive information concerning a Finalist, Volunteer or Contractor.
- B. Protection. Information obtained by NCS through an FBI Report or information from a criminal history check, shall only be used in accordance with the Criminal Offender Employment Act, provided that other information contained in the FBI Record or other criminal report, if supported by independent evidence may form the basis for an employment decision, decision to enter a contract or to permit a volunteer to serve. Such information shall be maintained separately from personnel or other confidential files that are accessible only by authorized NCS employees.
- C. Use of Information. Subject to mandatory child abuse and ethical misconduct reporting requirements, and to Subsections 6.D and E herein, information disclosed by a criminal Background Check shall only be used to make employment, volunteering or contract decisions.
- D. The Executive Director shall immediately report to the New Mexico Public Education Department any known convictions of a felony or misdemeanor involving moral turpitude of a licensed NCS employee, NCS contractor/contractor's employee, and/or NCS volunteer, as required by law.
- E. The Executive Director or designated representative shall investigate all allegations of ethical misconduct about any NCS personnel, employee, volunteer, contractor, or contractor's employee who resigns, is discharged or terminated or otherwise leaves employment after an allegation has been made. If the investigation results in a finding of ethical misconduct by a licensed NCS employee, the Executive Director or designated representative shall report the identity of the licensed NCS employee within 30 days following the separation from employment or immediately if the finding of ethical misconduct is sexual misconduct with an adult or child. The Executive Director or designee shall also report allegations of sexual assault or sexual abuse involving any NCS personnel, employee, volunteer, contract or contractor's employee to the appropriate law enforcement agency. No agreement between a departing NCS employee and the NCS shall diminish or eliminate the responsibility of investigating and reporting the ethical misconduct to the NMPED or, if legally mandated, to law enforcement, and any such agreement to the contrary is void.

Section 6: Employees – Background check renewals: Employees must submit to a new background check after 5 consecutive years of employment. However, NCS reserves the right to

require any Employee to submit to additional criminal background checks at NCS's expense at any time based on a reasonable suspicion that new information exists that would place students or other employees at an unreasonable risk of harm. NCS shall pay for the renewal FBI Records check. An Employee's refusal to submit to a renewed background check will result in disciplinary consequences, up to including severance from employment. Information disclosed in a renewal background check may result in employment actions such as discharge or termination, mandatory reporting to the New Mexico Public Education Department's Licensing Bureau and/or the Public Education Department, or any other action deemed appropriate by the Executive Director consistent with the Criminal Offender Employment Act, the Code of Ethical Responsibility of the Education Profession, NCS policies and procedures, or other applicable state or federal laws, rules or policies.

Section 7: Volunteers and contractors – background check renewals: New Background Checks for Volunteers must be completed after an interruption in service exceeding one (1) year. NCS reserves the right to require a Volunteer, Contractor or a Contractor's employee(s) to submit to additional criminal background checks at NCS's expense at any time based on a reasonable suspicion that new information exists. NCS shall pay for a new FBI Record for Volunteers who have previously served NCS for at least one (1) year (12 months) in the past three (3) years (36 months). Contractors and Contractor's employees must obtain and pay for a new FBI Record check before commencing work pursuant to a third contract. An unsatisfactory Background Check conducted on Contractor's employees may be grounds to terminate the Contract. A Volunteer's or Contractor's (or Contractor's employees) refusal to submit to a renewed background check will result in ending a Volunteer's service at NCS or may result in cancelling a Contractor's contract.

Section 8: Designation of authorized employee to receive criminal history information: The Executive Director shall be the authorized designee for NCS to request FBI Records for Finalists. The Executive Director shall notify the New Mexico Department of Public Safety (DPS) whenever there is a change in NCS's authorized designee.

Section 9: Fingerprints: All Finalists will be informed that his/her/their fingerprints will be used to perform an FBI records check for the purposes of determining suitability for employment, volunteering or contracting with NCS.

Section 10: Transfer of FBI record: NCS may not transfer, release to or otherwise convey information contained in the Finalist's FBI Record for any purpose other than for which it was obtained. Under no circumstances, may NCS transfer the results of an FBI records check to a third party.

Section 11: Destruction of FBI record information: When an Employee's, Volunteer's, or Contractor's FBI Record is no longer needed by the NCS, it shall be destroyed by burning, shredding or other method rendering the information unreadable.

Section 12: DPS Audit: FBI Records are obtained through the New Mexico Department of Public Safety. The DPS or other authorities (e.g. the FBI) may conduct security audits related to the information provided to NCS. Records subject to audit include criminal history records, notifications to individuals, NCS policies and procedures related to security, confidentiality and records and information dissemination.

Section 13: Procedures:

- A. Application Employment History Requirements: As part of the application for employment/Volunteer service/Contractor approval, NCS shall require all Applicants to provide information relating to the applicant's work history, including:
- a. a list of the applicant's current and former employers that were schools or that employed the applicant in a position involving unsupervised contact with children or students; the list shall include name/address/phone number/other relevant contact information for each of the applicant's listed employers;
 - b. a written statement describing whether the applicant:
 - i. has ever been under investigation for, or has been found to have violated, any state or federal statute relating to child abuse or neglect, sexual misconduct or any sexual offense, including those offenses provided in Chapter 30, Article 3, 3A, 4, 6, 6A, 9, 37, 37A or 52 NMSA 1978, unless the allegations were false or unsubstantiated;
 - ii. has ever been under investigation for, or found to have violated, any ethical rule or policy approved by a former employer that previously employed the applicant, unless the allegations were false or unsubstantiated; or
 - iii. has ever had a professional license or certificate denied, suspended, surrendered or revoked due to a finding of child abuse or ethical misconduct or while allegations of child abuse or ethical misconduct were pending or under investigation; and
 - c. a written authorization that authorizes disclosure of information requested in this subsection, and the release of related records by the applicant's previous employers, releasing the applicant's previous employers from any liability related to the disclosure or release of records.
- B. Consent to Obtain FBI Record. Finalists, Volunteers and Contractors will be informed during the pre-employment, contracting or application for volunteer status, that employment, volunteering and contracting with NCS is contingent upon completion of a Background Check with results acceptable to the Executive Director and consistent with this Policy. Said individual shall sign a consent form to complete a Background Check, including an agreement to submit to fingerprinting for purposes of NCS obtaining an FBI Record. Employment or unsupervised access to students shall not begin until a satisfactory Background Check has been completed. NCS shall pay for or reimburse Finalists and Volunteers for their initial Background Checks.
- C. Employment History Review. NCS shall conduct a review of an Applicant's employment history and contact the applicant's current and former employers listed in the application and shall request that the employer provide, within 30 days of receiving the request:
- a. the applicant's dates of employment; and
 - b. a written statement describing whether the applicant:
 - i. has ever been under investigation for, or has found to have violated, any state or federal statute relating to child abuse or neglect, sexual misconduct or any sexual offense, including those offenses prohibited in Chapter 30, Article 3, 3A, 4, 6, 6A, 9, 37, 37A or 52 NMSA 1978, unless the allegations were false or unsubstantiated;
 - ii. has ever been under investigation for, or found to have violated, any ethical rule or policy approved by a former employer that previously employed the applicant, unless the allegations were false or unsubstantiated; or
 - iii. has ever had a professional license or certificate denied, suspended, surrendered, or revoked due to a finding of child abuse or ethical misconduct or while allegations of child abuse or ethical misconduct were pending or under investigation; and

- iv. any other information the applicant's current or former employer deems pertinent and substantive to the applicant's suitability for employment that includes unsupervised contact with children or students.
 - c. NCS shall make and document efforts to verify the Employment History information provided by applicants and employers, and to obtain from an applicant's current or former out-of-state employer(s) the information required above.
 - d. NCS shall respond to requests for written information on current and former employees/contractors/volunteers from other employers, and shall provide the requested information as set forth herein, within 30 days of receipt of the request.
- D. Other Background Checks for New Employment Positions, Volunteers, Contractors.
 Applicants are subject to criminal background checks, licensure and/or certification (where applicable), and employment history checks as defined herein. Criteria requiring additional or different background checks by NCS include but are not limited to:
- 1. Direct responsibility for the safety, supervision and/or security of students;
 - 2. Direct responsibility for handling or managing NCS funds; or
 - 3. Responsibility for operating NCS vehicles or machinery.
- E. Current Employees, Volunteers, Contractors Duty to Report.
 As a condition of employment, continuation of volunteering and providing services pursuant to a NCS contract, all such persons are required to notify the Executive Director if they are charged, convicted, plead guilty to or otherwise found guilty of any misdemeanor or felony, regardless of the imposition of a sentence. This notification must be made as soon as possible, but no later than five (5) days after the event.
- F. Submitting False Information/Willful Failure to Disclose.
 If any person subject to this Policy provides knowingly false information or who willfully neglects to disclose information in response to questions about information gained through the Employment History and/or Background Check process, that person may be terminated from or denied employment, a volunteer may be prohibited from service, or a contract may be cancelled. Any other material misrepresentation given during a Background Check or a renewal background check may result in revocation of any conditional offer of employment, opportunity to serve as a Volunteer, or to contract with NCS, or separation from current employment, volunteer service, or a contract. Action may also be taken to deny, suspend, or revoke a license for providing false information or willful neglect to disclose information required by law.
- G. Evaluation of Background Check Results. Once a Background Check is completed, the Executive Director will make the final hiring decision (or approve a volunteer for service/execute a Contractor's agreement to provide service) based on the information obtained. Any findings of concern will be reviewed only by the Executive Director [or in consultation with NCS's Human Resources department and/or NCS's attorney]. If negative information is obtained through the Background Check process, the Executive Director will determine whether the information is directly related to the position and whether offering employment, volunteer service or a contract would be consistent with Section 5, above. When making this decision the Executive Director will consider, among all other relevant information, the following:
- 1. For criminal convictions, the nature and gravity of the offense(s), the number and type of each type of offense, length of time since the offense(s), and whether it is directly related to the position offered.
 - 2. For all other negative information, the nature and gravity of the conduct of concern or data obtained, length of time since the conduct or data obtained, whether the information is reliable and directly related to the responsibilities of the position.

- H. Adverse Action Contemplated Due to Background Check Results. If an adverse action is likely based in whole or in part on the results of a Background Check, the Finalist will receive written notice of the specific reasons for the contemplated action. The Finalist will be permitted to provide responsive information regarding the criminal history or other negative information, including but without limitation proof of: an incorrect criminal history; proof of a misidentification in a criminal history; an explanation of the facts and circumstances surrounding the conduct; the number of offenses for which the individual was convicted; the individual's age at the time of the offense(s) and the time that has elapsed; evidence of the same type of work without incident; the individual's employment history before and after the conduct; rehabilitation, training, education employment or character references; information regarding the individual's fitness for the position; whether the individual is bonded, licensed or certified under federal, state (any), or local law; extenuating circumstances including but not limited to disparate legal and enforcement practices; and other pertinent information. If the Finalist does not respond to an opportunity to explain negative information appearing in the Background Check process within five (5) business days, a decision will be made by the Executive Director based on the information obtained. Extensions may be provided to the Finalist in the Executive Director's sole discretion.

If adverse action is taken against the Finalist in whole or in part because of the results of the Background Check, the Finalist will receive a written statement from the Executive Director indicating the offer of employment, volunteer service or offer to contract with the NCS is rescinded.

- I. Designation of Authorized Employee to Receive Criminal History Information. The Executive Director shall be the authorized designee[s] for NCS to request FBI Records for Finalists. The Executive Director shall notify the New Mexico Department of Public Safety whenever there is a change in NCS's authorized designee.
- J. Fingerprints. All Finalists will be informed that his/her/their fingerprints will be used to perform an FBI records check for the purposes of determining suitability for employment, volunteering or contracting with NCS.
- K. Transfer of FBI Record. NCS may not transfer, release to or otherwise convey information contained in the Finalist's FBI Record for any purpose other than for which it was obtained. Under no circumstances other than those required by law, may NCS transfer the results of an FBI records check to a third party.
- L. Destruction of FBI Record Information. When an Employee's, Volunteers, or Contractor's FBI Record is no longer needed by NCS, it shall be destroyed by burning, shredding or other method rendering the information unreadable.
- M. DPS Audit. FBI Records are obtained through the New Mexico Department of Public Safety. The DPS or other authorities (e.g. the FBI) may conduct security audits related to the information provided to NCS. Records subject to audit include criminal history records, notifications to individuals, NCS policies and procedures related to security, confidentiality and records and information dissemination.
- N. NMPED List of Persons Reported for Convictions involving Moral Turpitude. As part of the background check process, the Executive Director shall request the list updated monthly by the NMPED which names the persons who have been reported as having been convicted of a felony or misdemeanor involving moral turpitude who have been found to have committed ethical misconduct, pursuant to NMSA 1978 §22-10A-5(I), and shall check a Finalist against that list.

Section 14: Definitions:

- A. Adverse Action. Withdrawal of an employment offer, denial of an opportunity to serve as a volunteer, or refusal to contract or cancellation of a contract to do business with NCS, or any other decision made relating to employment, volunteer or contract services that adversely affects any current employee, Finalist, Volunteer or Contractor.
- B. Applicant. An applicant being considered for employment, or an individual being considered as a contractor/contractor's employee/NCS volunteer who may have unsupervised access to students.
- C. Background Check. Checking or verifying any or all parts of the Finalist's licensure, employment, educational, criminal, sex and violent offender histories. The nature and scope of the Background Check will be determined by NCS in accordance with applicable laws, and will be appropriate for the position, but shall in all instances include obtaining an employment and criminal history check, and a Federal Bureau of Investigation record ("FBI Record") for individuals who will have unsupervised contact with children/students.
- D. Contractor. All persons who, pursuant to a contract for services with NCS or Governing Body, may have unsupervised contact with a child or student(s) regardless of whether the scope of services provided under the contract contemplates direct services to students. Such individuals include any person named in the contract, any employee of the Contractor who will have responsibilities under the contract at NCS or NCS-sponsored events, or any subcontractors assigned by Contractor to fulfill any service contemplated under the contract that require unsupervised contact with children/students.
- E. Conviction. The act or process of judicially finding someone guilty of a crime. A conviction includes a judgment that a person is guilty of a crime pursuant to a jury verdict or confession or plea of guilty. A conviction as defined herein shall be sufficient evidence that the conduct of which the person is accused occurred.
- F. Criminal history check. A search for any felony or misdemeanor convictions through the National Sex Offender Public Website, New Mexico Department of Public Safety Sex Offender Registry, public state or federal court filings, FBI Records check or other reliable sources containing information about criminal convictions. Criminal convictions will not automatically exclude a Finalist from consideration for employment unless they are related to the position offered and the decision not to hire is consistent with business necessity.
- G. Employee. Individual currently employed by NCS whether licensed or unlicensed.
- H. Employment history check. Verifying that the Finalist worked in the positions cited in the Finalist's application and/or resume, and verification/investigation of the information provided by the applicant in the application. Verification shall include the review set forth in Subsection 13.C, and may also include dates of employment, positions held, eligibility for re-hire, licensure, certificates or other credentials required for the position, prior to extending an offer of employment.
- I. Ethical misconduct. Means the following behavior or conduct by NCS personnel, NCS employees, NCS volunteers, contractors or contractors' employees:
 - a. Discriminatory practice based on race, age, color, national origin, ethnicity, sex, pregnancy, sexual orientation, gender identity, mental or physical disability, marital status, religion, citizenship, domestic abuse reporting status or serious mental condition;
 - b. Sexual misconduct or any sexual offense prohibited by Chapter 30, Article 6A or 9 NMSA 1978 involving an adult or child, regardless of a child's enrollment status;
 - c. Fondling a child or student, including touching private body parts, such as breasts, buttocks, genitals, inner thighs, groin or anus; or

- d. Any other behavior, including licentious, enticing, or solicitous behavior, that is reasonably apparent to result in inappropriate sexual contact with a child or student or to induce a child or student into engaging in illegal, immoral, or other prohibited behavior.
- J. FBI Report. Is a report obtained by NCS's Administration about a Finalist from the Federal Bureau of Investigation that may include criminal convictions for felonies or misdemeanors.
- K. Finalist. An individual who has been offered employment, volunteer opportunity, or contract, contingent upon completion of a satisfactory Background Check, including but not limited to, teachers, educational assistants, administrators and other staff members, Volunteers, and Contractors.
- L. License history check. Independent verification that the Finalist has the license(s), endorsements, certifications, or other credentials as claimed by the Finalist as required for the position.
- M. Moral turpitude. Means an act or behavior that gravely violates the accepted standards of moral conduct, justice or honesty and may include ethical misconduct.
- N. Unsupervised access to or contact with children or students. Means access to or contact with, or the opportunity to have access to or contact with, a child or student for any length of time in the absence of:
 - a. a licensed staff person from the same school;
 - b. an school volunteer who has undergone a background check pursuant to NMSA 1978, §22-10A-5; or
 - c. any adult relative or guardian of the child or student.
- O. Volunteer. A person, including a relative of a student, who commits to serve on a regular basis at a school or other educational entity without compensation.

III. WAGE AND SALARY POLICIES

A. Equal opportunity employer: Employee compensation will be structured to attract, motivate, retain, and reward high quality personnel to effectively carry out the objectives of NCS without regard to race, color, ancestry, religion, age, sex, national origin, disability, medical condition, status as a veteran, sexual orientation, spousal affiliation, gender identity or any other basis protected by federal, state or local law. NCS will prioritize its expenditure of resources to achieve a competitive compensation position in public education in the local area market.

B. Pay Periods: The payroll period is the 1st through the 15th of the month or the 16th through the last day of the month. Checks are issued 10 days following the end of each pay period on the 10th and 25th of each month (or the business day before should the date fall on a weekend or holiday). Your check will reflect your compensation for that pay period, less required payroll deductions. If you were hired after a payroll deadline (check with your supervisor), your first paycheck will be delayed until the second payday after you started work. You will be issued pay checks 24 times per year unless otherwise identified in a contract or memorandum of employment.

C. Payroll Deductions: Your deductions will be itemized on your payroll stub. You should review your paycheck stub carefully each payday. If at any time you have any questions about the amounts shown on your paycheck or how they are calculated, you should contact the Business Manager.

NCS takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled paydays. In the event that an employee has been overpaid, the employee should promptly bring the discrepancy to the attention of the Executive Director and/or Business Manager so that corrections can be made as soon as possible; any discrepancies discovered by the Executive Director and/or Business Manager shall likewise be brought to the employee's attention as soon as possible. Employees who have been overpaid must return the overpayment to NCS or make satisfactory arrangements with the Executive Director and Business Manager for reimbursement of the overpayment. Employees are not entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. The overpayment will be regarded as an advance of future wages payable and will be deducted in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid, subject to any applicable minimum wage requirements. Each employee will be expected to sign a wage deduction authorization agreement authorizing such a deduction.

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

Initial Placement on Salary Schedule

The initial placement on the salary schedule for new personnel and for currently employed personnel selected for another position in the School will be determined by the Executive Director based on the budget approved by the Governance Council at the time of employment. The placement will be based on consideration of the candidate's qualifications, relevant job experience, and years of experience. Partial years of experience will only be considered when the employee worked at least one (1) day beyond half of the contract year, then the partial year will be rounded up to a full year. Post-secondary and out-of-district educational experience will be considered based on relevance to the position as determined by the Executive Director.

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

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

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

that your pay be garnished, you will be notified and provided a copy of the order. NCS will comply with the court order until such time as you provide a subsequently dated and signed court order directing NCS to cease making the deduction from your paycheck.

H. Reimbursement for Travel and Expenses: Employees will be reimbursed for authorized travel and per diem expenses pursuant to the New Mexico Travel and Per Diem Rule, NMAC 2.24.2 as amended. You must obtain prior written authorization for expenditures for which you expect to be reimbursed for by NCS. Failure to follow the appropriate procedures prior to incurring an expense for which you want to be reimbursed may result in a denial of your request for reimbursement.

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

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

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

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

3. Part-Time Employees. An employee who is regularly scheduled to work less than 40 hours per week is considered a part-time employee. If you are a part-time employee working less than 20 hours per week, you are not eligible for all employee benefits described in this Employee Handbook. Benefits will be prorated for employees based on their FTE.

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

5. Compensatory Time. NCS does not award compensatory time off.

J. Records of Time Worked:

If your position requires that you keep time records, you are responsible for accurately recording your time. No one may record hours worked on another's timecard or timesheet. Tampering with another's time record is cause for disciplinary action, up to and including

discharge, of both employees. In the event of an error in recording your time, please report the matter to your supervisor immediately.

IV. PERFORMANCE

A. Performance Reviews: The Executive Director will follow Governing Council policies and New Mexico legal requirements when conducting performance reviews for all licensed and certified personnel. The performance reviews will be conducted collaboratively between the Executive Director and NCS employees. Nonexempt employees will be evaluated annually; licensed personnel will be evaluated in a manner consistent with legal requirements and NCS's charter. NCS's Executive Director will be evaluated no less frequently than once per year by NCS's Governing Council.

During a formal performance review the Executive Director may cover the following areas:

- The quality and quantity of your work
- Strengths and areas for improvement
- Initiative and teamwork
- Attendance
- Customer service orientation
- Problem solving skills
- Ongoing professional growth and development
- **All other competencies for your position and level of licensure or certification**

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

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

An employee's use of personal leave shall not affect that employee's annual performance evaluation, provided that the leave is used consistently with NCS policies/procedures.

V. STANDARDS OF CONDUCT

Generally speaking, we expect each employee to act in a mature and responsible way at all times and in compliance with applicable laws. Educational professionals are required to comply with applicable laws and standards, including the New Mexico Code of Ethical Responsibility of the Education Profession, and Professional Standards for the Education Profession, see 6.30.9 NMAC. If you have any questions concerning any work or safety rule,

or any of the unacceptable activities listed below, please see the Executive Director for an explanation.

A. Smoking/E-cigs/Vapes: The use, possession, and distribution of tobacco products, e-cigarettes, nicotine liquid containers, electronic nicotine delivery devices, and related products is prohibited on all school property and premises owned, leased, or contracted by the school.

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

C. Computer Software Licenses; Copyright Matters (Unauthorized Copying): NCS licenses the use of computer software from a variety of outside companies. NCS does not have the right to reproduce the software or to grant licenses for other users. Employees shall use the software only in accordance with the software publisher's license agreement. Similarly, copyright law protects copyrighted materials, subject to narrow exceptions. As a rule do not download NCS-purchased software on any other computer, and do not copy and distribute copyrighted materials, without verifying the right to do so. Illegal reproduction of software and/or copyrighted materials can subject an employee to civil damages and criminal penalties, including fines and imprisonment. In addition, violation of this policy will result in disciplinary action up to and including discharge or termination from your employment. See your supervisor if you have any questions about your right to use and/or copy any licensed or copyrighted materials.

D. Employee Technology Acceptable Use Policy: NCS provides technology resources and business equipment to its staff for educational and administrative purposes. This policy governs the use of business equipment, computers and telephonic communication systems, including e-mail, Internet and Internet systems (collectively referred to as technology resources). The use of NCS technology resources is a privilege granted to employees for the enhancement of job-related functions, violation of which may result in disciplinary actions.

NCS does not attempt to articulate all possible violations of this policy. In general, users are expected to use NCS computers and computer networks in a responsible, polite, and professional manner. Users are not allowed to:

1. Knowingly send, receive, or display sexually oriented images, messages, or cartoons.
2. Knowingly or recklessly send, receive, or display communications that ridicule, disparage, or criticize a person, a group of people, or an organization based upon race, national origin, sex, sexual orientation, age, disability, religion, or political beliefs or for any other reason.
3. Knowingly send, receive, or display communications that demean, threaten, insult, harass, or defame others.
4. Knowingly send, receive, or display communications that disparage or berate NCS, Governing Council members, or employees, or diminish employee productivity and/or professionalism.
5. Violate any local, State, or Federal statute or regulation including, but not limited to copyright laws.

6. Solicit, endorse, or proselytize others for commercial ventures, outside organizations, or religious, social, or political causes.
7. Disrupt, disable, alter, damage, or interfere with services, equipment, or other users.
8. Access, assist, or allow others to access equipment, files, passwords, user codes, or information without authorization.
9. Use NCS computers for personal business.
10. Violate software licenses granted to the NCS.
11. Violate NCS's social networking policies.

NCS reserves the right to review, audit, intercept, monitor, access, and disclose all matters placed on NCS technology resources, as business conditions and/or security considerations warrant, without employee notice, during or after employee working hours. The use of a NCS-provided password by an employee does not restrict NCS's right to access electronic communications. While NCS does not regularly monitor electronic communications it reserves the right to do so without notice. **Because NCS reserves the right to access and monitor the use of NCS's technology resources, no employee should have any expectation of privacy in connection with the use of this equipment or the transmission, receipt, or storage of information in such equipment, whether the information is personal or school-related.**

E. Dress Code and Personal Appearance: Please understand that you are expected to dress and groom yourself in accordance with accepted social and business standards. You are expected to be suitably attired and groomed during working hours or when representing NCS. If the Executive Director decides that your attire and/or grooming are inappropriate for NCS, you may be asked to leave your workplace until you are properly attired and/or groomed. Employees who violate dress code standards may be subject to disciplinary action.

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

Prohibition and Standards.

1. General Prohibition. No employee will possess, use, distribute, dispense, manufacture or be under the influence of alcohol or drugs while on NCS grounds; at NCS sponsored or supervised activities (e.g., field trips); in any NCS owned, leased or used vehicle; while engaged in or going to or from NCS activities; or, while attending a NCS-related activity or NCS employment-related activity (e.g., workshop, staff meeting (onsite or offsite), staff retreat, trainings, etc.).

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

3. 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 his/her designee so that appropriate measures may be explored and if possible, implemented, for NCS and employee safety. **Employee use or possession of marijuana/cannabis and related products, however, even if pursuant to prescription, is not allowed on campus or at NCS-related functions.**

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

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

The NCS reserves the right to search and inspect for maintenance of a safe alcohol/drug-free workplace.

G. Solicitation/Acceptance of Gifts/Payments for Tutoring: Advance approval from the Executive Director is required before an employee may solicit a gift on behalf of NCS; only the Executive Director (and, where required, the Governing Council) may accept gifts to NCS. Anyone wishing to make a donation or gift to NCS must be referred to the Executive Director. Fundraising activities are to be coordinated through the Business Office. NCS staff members are not to receive payment for tutoring, counseling, advising, or providing services related to special programs from any student assigned to their classroom or other NCS functions.

H. Employment of Relatives: If you and members of your family are employed by NCS, one may not supervise the other nor work in the same department. Family members include the employee's spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, granddaughter, grandson, daughter-in-law, son-in-law, step-parent, domestic partner (a person with whom the employee's life is interdependent and with whom the employee shares a mutual residence), brother, sister, brother-in-law, sister-in-law, daughter or son of the employee's spouse or domestic partner, and any relative living in the household of the employee or domestic partner. Should two employees who work together or supervise each other enter into a personal, non-work-related relationship, one or both employees may have to be reassigned.

No person who is the spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, or brother-in-law of the Executive Director may be employed by NCS unless approved by the Governing Council. The

Governing Council may not hire a Executive Director who is the spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, or brother-in-law of any member of the Governing Council.

I. Solicitations and Distributions: Solicitation for any cause during working time and in working areas is not permitted. You are not permitted to distribute non-NCS literature in work areas at any time during working time. Employees are not permitted to sell raffle chances, merchandise, or otherwise solicit or distribute literature without administration's approval. Persons not employed by NCS are prohibited from soliciting or distributing literature on NCS property.

J. Confidentiality: As an employee of NCS, you may learn confidential information about students, other employees, or NCS business (together referred to as "confidential NCS information"). During and after employment with NCS, confidential NCS information may not be shared with non-employees of NCS and may only be shared with other NCS employees on a need-to-know basis. If you violate this policy, disciplinary action will be taken up to and including termination or discharge.

NCS will provide employee information to outside agencies only upon written authorization of the employee or as provided by law. Only the Executive Director or his/her designee can make decisions about releasing confidential personnel information. Most banks, credit agencies, or other parties requiring employment information will provide you with an appropriate form. You must provide a written and signed authorization form to NCS, before NCS will release your personal information. NCS's standard reference letters are limited to confirming dates of employment, job title, and current rate of pay. All requests for employment verification must be received by the Executive Director or Business Manager in writing. NCS's response will be in writing. **No NCS employee shall provide any letter of recommendation for another employee; the Executive Director shall provide no recommendation of employment for an employee, contractor, or agent that the Executive Director knows or has probable cause to believe has engaged in sexual misconduct with a student or minor in violation of the law.** The Executive Director shall disclose ethical misconduct of employees to potential employers as required by law.

NCS protects employees' confidentiality consistent with legal requirements and expects the employees to protect confidential NCS information as well. No one should provide any information about an employee and must refer any phone calls seeking such information to the Executive Director or Business Manager. Under no circumstances will NCS verify employment by telephone.

In addition, NCS also expects that you respect the privacy of your fellow employees, both with employees and non-employees. Personal information about any employee may not be discussed with other employees or non-employees without written authorization. Breaching confidences may be grounds for disciplinary action up to and including termination or discharge.

K. Employee Privacy: NCS reserves the right to search any person entering on its property or offsite while performing services for NCS and to search property, equipment, and storage areas including but not limited to, phones, computers and related equipment, clothing, personal effects, vehicles, buildings, rooms, facilities, offices, parking lots, desks, cabinets,

lunch and equipment boxes or bags, and equipment. Any items that you do not want to have inspected should not be brought to work.

L. Mandatory Child Abuse, Ethical Misconduct and other Reporting/Training Requirements:

All NCS employees, NCS volunteers, NCS contractors and contractors' employees are required to complete training developed or adopted by the NMPED in the detection and reporting of child abuse and neglect, ethical misconduct, professional responsibilities, sexual abuse and assault and substance abuse, within the NCS employee's, NCS volunteer's, contractor's or contractor's employee's first year of employment at NCS, or, for returning employees, within the first fiscal year following NMPED's development/adoption of the training(s).

Every person performing services at NCS who has information that is not privileged as a matter of law, or who knows or has a reasonable suspicion, that a child or student is an abused or a neglected child shall report the matter immediately to: (1) a local law enforcement agency; (2) CYFD; or (3) a tribal law enforcement or social services agency for any Indian child residing in Indian country, and shall provide all information requested by those entities. As soon as possible following the report, the Executive Director should be informed of the report. The Executive Director and the reporter shall cooperate with law enforcement/CYFD's investigation of the report, and the Executive Director shall coordinate and maintain confidential records relating to the report. The identity of the victim shall be kept confidential by NCS personnel. Failure to report may result in a misdemeanor conviction pursuant to Section [31-19-1](#) NMSA 1978.

M. Ethical Misconduct Investigation and Reporting Policy. NCS employees, NCS volunteers and NCS contractors/contractor's employees who know or who have a reasonable suspicion that a child or student has been subject to ethical misconduct by an NCS employee, an NCS volunteer, an NCS contractor or a contractor's employee, shall report the matter immediately to:

- (1) the Executive Director; or
- (2) the NMPED.

If the Executive Director receives a report of known/suspected ethical misconduct against a child/student, the Executive Director shall immediately transmit to the NMPED by telephone the facts of the report and the name, address and telephone number of the reporter. The Executive Director shall transmit the same information to NMPED in writing within forty-eight hours. A written report to NMPED shall contain the name, address and age of the child or student; the child's or student's parents, guardians or custodians; the NCS personnel, NCS employee, NCS volunteer, contractor or contractor's employee who is alleged to have committed ethical misconduct; and any evidence of ethical misconduct, including the nature and extent of any injuries and other information that the maker of the report believes might be helpful to investigate a report of ethical misconduct. The written report shall be submitted upon a standardized form developed by NMPED.

The Executive Director receiving the initial report of ethical misconduct against a child or student shall take immediate steps to ensure prompt investigation of the report. The investigation shall ensure that immediate steps are taken to protect the health or welfare of a student or child who is the subject of the report. NCS shall take immediate steps to ensure the safety of enrolled students. After a report of suspected ethical misconduct against a student or child is made to the Executive Director, the Executive Director shall notify the person making the report within five days after the report was made that the Executive Director is investigating the matter.

A law enforcement agency, the NMPED and/or the Executive Director shall have access to any records and documents pertaining to an ethical misconduct case maintained by NCS, NCS employees, NCS volunteers, and/or NCS contractors/contractor's employees. All investigations shall be kept confidential insofar as possible in compliance with applicable laws. The identity of any alleged victim(s) shall be kept confidential in accordance with applicable laws.

For purposes of this Policy, "ethical misconduct" means the following behavior or conduct by NCS personnel, NCS employees, NCS volunteers, NCS contractors or contractors' employees:

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

N. Internal Controls: NCS has established and maintains an internal control structure to provide reasonable assurance that NCS/public assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with administration's authorization and are recorded properly, and that state and federal programs are managed in compliance with applicable laws and regulations. All NCS employees and contractors are expected to comply fully with NCS's Internal Controls policy and procedures, available from the NCS's Executive Director or Business Manager.

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

1. Violation of any NCS policy.
2. Violation of security or safety rules or failure to observe safety rules or NCS safety practices.
3. Negligence or any careless action which endangers the life or safety of another person.
4. Being intoxicated or under the influence of a controlled substance, including alcohol, while at work; use, possession or sale of a controlled substance in any quantity while on NCS premises, except medications prescribed by a physician to the employee in possession and which do not impair work performance.
5. Unauthorized possession of dangerous or illegal firearms, weapons or explosives on NCS property or at any NCS sponsored event.

6. Engaging in criminal conduct or acts of violence or making threats of violence toward anyone on NCS premises or when representing NCS; fighting, or provoking a fight on NCS property.

7. Insubordination or refusing to obey reasonable instructions or directives issued by your supervisor while at work; unreasonably refusing to help out on a special assignment.

8. Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose.

9. Misuse of, or intentional or negligent destruction of or damage to, NCS property, or the property of fellow employees, customers, suppliers, or visitors in any manner.

10. Theft or unauthorized possession of NCS property or the property of fellow employees; unauthorized possession or removal of any NCS property, including documents, from the premises without prior permission from administration; unauthorized use of NCS equipment or property for personal reasons; using NCS equipment for personal profit or business.

11. Dishonesty; falsification or misrepresentation on your application for employment or other work records; untruthfulness about sick or personal leave; falsifying reason for a leave of absence or other data requested by NCS; unauthorized alteration of NCS or student records or other documents.

12. Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee's ability to perform his/her job; restricting work output or encouraging others to do the same.

13. Immoral conduct or indecency on NCS property.

14. Conducting a lottery or gambling on NCS premises or when using NCS property and/or equipment.

15. Unsatisfactory or careless work, failure to meet work productivity or work quality standards.

16. Any act of harassment as described herein.

17. Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your supervisor; stopping work before time specified for such purposes.

18. Sleeping or loitering during working hours.

19. Excessive use of NCS telephones for personal calls.

20. Smoking on NCS property or in NCS vehicles.

21. Creating or contributing to unsanitary conditions.

22. Failure to report an absence or late arrival; excessive absence or lateness.

23. Obscene or abusive language toward any supervisor, employee, parent, or student; indifference or rudeness; any disorderly/antagonistic conduct on NCS premises.

24. Speeding or careless driving of vehicles.

25. Failure to immediately report damage to, or an accident involving, NCS equipment or property.

26. Unauthorized soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on NCS premises.

27. Failure to use required timesheets, alteration of your own timesheet or records or attendance documents, punching or altering another employee's timesheet or records, or causing someone to alter your timesheet or records.

28. Engaging in off-campus conduct which negatively impacts or threatens to negatively impact NCS's learning and workplace environment and/or disrupt the learning process.

29. Racialized aggression (defined broadly as hostility/aggression toward, or denigration/invalidation of, a different racial group or member(s) thereof) involving any student or NCS personnel, is strictly prohibited.

30. Ethical misconduct, as defined by the NCS Personnel Act, NMPED regulation, or other applicable law.

31. Any other act or omission which impairs or restricts the ability of NCS to provide a safe and healthy environment for employees and students.

P. Discipline Process: A number of tools are utilized to motivate, correct, and/or discipline employees, including, but not limited to verbal and written warnings, suspensions, and discharge or termination as determined to be appropriate in each individual circumstance.

If your work performance is unsatisfactory or if your conduct on the job becomes a problem, your supervisor may counsel you and work with you to help resolve the issues. You may initiate this counseling as well.

Your supervisor may, but is not required to, use a progressive, corrective process. This disciplinary process may involve, but is not limited to, oral or written warnings, probation for poor work performance/habits, disciplinary suspension, and termination.

If progressive discipline is not considered appropriate, however, the sequence described above will not be followed.

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

In the case of serious misconduct, it may be necessary to protect the safety and security of the workplace by suspending or placing the involved employees on administrative leave in order to remove them from the workplace. In addition, in some instances, while your supervisor is investigating and considering appropriate action, you may be relieved from duty pending a full investigation of the circumstances. The investigation may have one of the following results: (a) if the circumstances do not justify suspension, you will be allowed to return to work, although other disciplinary action may be taken; (b) if the circumstances do justify suspension you will be notified of the suspension and dates and conditions for returning to work. You will not be paid or accrue sick leave (if applicable to you) for the period suspension occurs; or (c) if the circumstances justify termination, and you are not an employee entitled to certain additional due process within the meaning of the New Mexico School Personnel Act, you will be dismissed and a final paycheck will be issued excluding time of unpaid suspension. If you are an employee entitled to additional due process within the meaning of the New Mexico School Personnel Act and the circumstances justify termination or discharge, the process outlined in this handbook will be followed.

Q. Failure to Obtain Appropriate Licensure: A person performing the duties of a licensed NCS employee who does not hold a valid license or certificate or has not submitted a complete application for licensure or certification within the first three months from beginning employment duties shall not be compensated thereafter for services rendered until the person demonstrates that the person holds a valid license or certificate. This does not apply to practice teachers or teaching interns as defined by rules of the NMPED.

R. Grievance Procedures: NCS recognizes that most personnel-related conflicts arise from a lack of communication. This Grievance Procedure is designed to provide a formal

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

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

1. Definitions:

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

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

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

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

2. Limitations to Grievance Procedure: A grievance cannot be filed by a former employee after the effective date of termination or discharge of employment.

The following situations are **not** covered by this grievance procedure and are therefore not a grievance under this policy:

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

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

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

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

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

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

(g) Situations involving a grievance by an independent contractor/vendor.

3. General Procedural Requirements:

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

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

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

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

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

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

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

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

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

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

4. Procedural Steps:

(a) Level 1 (Informal Conference). Prior to the filing of a formal written grievance, the grievant will first discuss the grievance with his or her staff representative in a good faith attempt to resolve the grievance prior to the filing of a formal grievance. In the case of a claim of sexual harassment in which the grievant's staff representative is the subject of the claim, the grievant may initiate the grievance at the next supervisory level above that of the staff representative.

(b) Level 2 (Executive Director). If the grievant is not satisfied with the discussion and disposition of the grievance at Level 1, he or she may file a written grievance with the supervisor (Executive Director) within ten (10) days of the disposition. The Executive Director will communicate his or her proposed resolution in writing to the grievant within five (5) work days from the filing of the written grievance. If the proposed resolution is not acknowledged or approved by the grievant within five (5) work days, the Executive Director has the discretion to require a hearing or conference and gather such evidence prior to the preparation of the decision as he or she feels would assist in any appropriate resolution of the grievance. The hearing or conference will occur within five (5) work days of the grievant's action/inaction regarding the Executive Director's proposed resolution. The

hearing or conference should be as informal as possible and will be conducted as the Executive Director feels is appropriate for a full understanding of the grievance, the position of the grievant, and the evidence supporting the position. The Executive Director will have the right to ask any question of the interested parties as he or she deems necessary. Within five (5) work days following the hearing, the Executive Director will render his or her written proposed resolution to the grievant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. TERMINATION AND DISCHARGE

A. Definitions:

1. Termination. In the case of a licensed employee, "termination" means non-renewal of a contract at the end of its term. For all other employees, "termination" means severing or ending the employment relationship.

2. Discharge. Discharge means to sever the employment relationship of licensed personnel or employees under contract before the end of the existing contract.

3. Just cause. Just cause refers to a reason for termination or discharge that is rationally related to an employee's competence or moral turpitude or the proper performance of his/her duties and that is not in violation of the employee's civil or constitutional rights.

B. Termination of Employees with Fewer than One (non-licensed staff/EAs) or Three (licensed staff on contract) Consecutive Years of Service:

1. General. NCS may terminate an employee with fewer than one year of service (if non-licensed or Educational Assistant ("EA")) or licensed staff on contract who have not been offered and who have not accepted the third consecutive contract for any reason it deems sufficient.

a. Non-contract employees. Non-licensed employees and EAs with one (1) year or fewer of consecutive service 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. Licensed employees (other than EAs) on a contract with fewer than three (3) years consecutive service; i.e., who have not been offered/accepted 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 Terminated Employees: For an employee of fewer than one year (if non-licensed or EA), or a licensed employee on contract who has not been offered and who has not accepted a third contract, there is no protest. A terminated employee may request a statement of reasons from the Executive Director for his/her termination or 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 or protest.

C. Termination Policy for Employees with More than One (non-licensed staff/EAs) or Three (licensed staff on contract) Years of Consecutive Service:

1. Non-Contract and Contract: No employee who has been employed by NCS for more than one year (if non-licensed or EA) or, if licensed and employed on employment contract, three years or more of consecutive service may be terminated except for just cause. Employees are considered to have met the "three years of consecutive service" threshold if they have been offered and have accepted a third-year contract.

2. Protest Procedure: NCS provides the following procedures for challenges to termination for employees with one (if non-licensed or EA) or three (if licensed and employed on employment contract) or more years of consecutive service:

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

c. Hearing on termination:

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

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

iii. A designee of the Governing 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 Governing Council.

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

v. The Executive Director may offer such rebuttal testimony that he/she deems appropriate.

vi. Each party may question all witnesses.

vii. Only evidence presented at the hearing will be considered, and the Governing Council is only required to consider that testimony it considers reliable.

viii. The Governing 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.

d. Appeals – Arbitration on Termination: Either the terminated employee or other representatives of NCS may appeal the decision of the Council. The matter will be appealed to an independent arbitrator who will hear all evidence as if presented for the first time. The arbitration process takes place as follows:

i. Timely Request. The employee must submit a request for an appeal in writing that states his/her reasons for the appeal to the President of the Governing Council within five (5) working days from the receipt of the Governing Council's written decision. The request for appeal must include a statement of facts supporting the basis for appeal. Failure to submit a timely appeal will bar the employee's objection to the decision of the Governing Council and will render the Governing Council's decision final.

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

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

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

v. Rules of Arbitration:

(A) NCS and the employee may have representation of their choosing, but at their own expense;

(B) Discovery will be limited to depositions and requests for production of documents on a time schedule to be determined by the arbitrator;

(C) The arbitrator has the power to issue subpoenas for witnesses and documents and to administer oaths;

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

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

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

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

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

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

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

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

(L) Binding Decision. Decisions by the arbitrator are final and binding on both NCS 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.

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

(N) Report to PED. NCS is required to report the terminations to the NMPED.

D. Termination Policy for Other Personnel Exempt From Protest Procedures: The right to due process protests/appeals upon termination do not apply to the following school personnel:

1. Certified school instructors employed to fill the position of a certified school instructor entering military service;
2. Persons employed as licensed school administrators;
3. Non-certified NCS employees employed to perform primarily school-wide management functions;
4. A person who does not hold a valid license or who has not submitted a complete application for licensure within the first three months from beginning employment duties pursuant to Subsection C of Section [22-10A-3](#) NMSA 1978.

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

1. Notification and Immediate Removal:
 - a. Notice of discharge. The 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 Governing Council that the employee be discharged. Service otherwise consistent with the rule of civil procedure will be sufficient to complete service as meant by these provisions.
 - b. Stated reasons. The notice will include the reasons for the Executive Director's recommendation that the employee be discharged along with a written description of the employee's right to a hearing before the Governing Council.

c. Immediate Removal. In the event that the Executive Director determines that it is necessary to immediately remove the employee from the NCS 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: A contract employee who receives a notice of discharge may request a hearing before the Governing 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. NCS and the employee may have representation of their choosing and at their own expense.

ii. Discovery will be limited to depositions and request for production of documents, which will be completed prior to the hearing.

iii. The Governing Council will have the authority to issue subpoenas for the attendance of witnesses and to produce documents and other evidence at the request of either party and will have the power to administer oaths.

iv. NCS 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. NCS 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 NCS.

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

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

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

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

c. Selection of Arbitrator. The Governing Council and the employee will meet within ten (10) working days from the receipt of the employee's request for appeal to select an independent arbitrator. If they cannot decide they will request the presiding

judge of the Second Judicial District Court for the State of New Mexico to select an individual to hear the matter. The judge will make the selection within five (5) days of the request. The arbitrator selected will be experienced in school employment matters. He/she will have no financial, personal, or other direct interest in the outcome of the proceeding.

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

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

f. Arbitration Rules:

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

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

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

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

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

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

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

viii. Either the employee or NCS 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 NCS 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 NCS 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 NCS instructor or certified administrator will terminate as of the date a final

decision, provided by the Governing Council. If the contract is to be paid monthly during a twelve (12) month period for services to be performed during a period less than twelve (12) months, the person will be entitled to a pro rata share of the compensation payments due for the period during the twelve (12) months in which no services were to be performed.

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

G. Administrative Leave Pending Possible Disciplinary Action: If you are suspected of violating NCS's policies, procedures, or work rules, you may be placed on administrative leave with pay pending an investigation of the situation. Administrative leave is not intended as punishment, but rather is provided for the purpose of allowing a thorough and thoughtful investigation of a situation before a decision is rendered.

H. Resignation/Job Abandonment: Non-exempt employees should give a minimum of two weeks written notice of resignation to the Executive Director. All licensed contract employees are required to provide written notice of their intent to terminate employment with NCS to the Executive Director at least thirty (30) calendar days in advance. Failure to provide adequate notice may result in a complaint to the PED Licensing Bureau.

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

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

I. Retirement: Eligible employees who meet the criteria established by the New Mexico Educators Retirement Board and who wish to retire should contact the Business Manager in advance of the anticipated retirement date to initiate retirement proceedings. Employees anticipating retirement should contact the New Mexico Educators Retirement Board to ensure that the employee follows the most appropriate and current policies/procedures.

J. Return of NCS Property: Any NCS property issued to you, such as keys, computer equipment, etc. must be returned to NCS at the time of your resignation, termination, or discharge. You will be responsible for any lost or damaged items. If you do not return property of value, you will be asked to sign a wage deduction authorization form for this purpose.

VII. SAFETY

A. General Employee Safety: NCS is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury, accident prevention, and employee safety. Maintaining a safe work environment, however, requires the continuous cooperation of all employees. NCS will maintain safety and health practices consistent with the needs of our profession. If you are ever in doubt about how to safely perform a job, it is your responsibility to ask the Executive Director for assistance. Any suspected unsafe conditions and all injuries that occur on the job must be reported to the Executive Director immediately. Compliance with these safety rules is considered a condition of employment. We strongly encourage employee participation and your input on health and safety matters.

SAFETY COMMON SENSE:

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

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

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

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

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

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

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

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

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

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

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

Fire Prevention: Know the location of the fire extinguisher(s) in your area and make sure they are kept clear at all times. Notify your supervisor if an extinguisher is used or if the seal is broken. Make sure all flammable liquids, such as alcohol, are stored in approved and

appropriately labeled safety cans and are not exposed to any ignition source. Evacuation exits should be posted. Be familiar with fire drill procedures and plans for evacuating students.

B. Reporting Safety Issues/Workers Compensation Injuries: All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to the Executive Director or his/her designee. If you or another employee is injured, you should contact outside emergency response agencies, if needed. The Employee's Claim for Worker's Compensation Benefits Form must be completed for any instance of employee injury, even if no medical attention is sought at the time of injury. If you fail to report your injury timely, you may jeopardize your right to collect workers' compensation benefits.

C. Weapons: NCS prohibits all persons who enter NCS property from carrying a handgun, firearm, knives of any length, or other weapons regardless of whether the person is licensed to carry the weapon or not. The only exception to this policy will be law enforcement officers, or NCS security personnel who have been given written permission by NCS's Governing Council to carry a weapon on the property. Any employee violating this policy will be subject to disciplinary action.

ALL STAFF MUST REVIEW AND BE FAMILIAR WITH SAFETY POLICIES AND PROCEDURES LISTED IN THE SAFE SCHOOL PLAN (AVAILABLE IN THE EXECUTIVE DIRECTOR OFFICE)

D. Violence in the Workplace Policy: Workplace violence is prohibited at NCS. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect NCS or which occur on NCS property will not be tolerated. Every employee is required to report incidents of threats or acts of physical violence of which he/she is aware to the Executive Director.

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

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

Employees who have been the subject of violence by a student must report the violence to the Executive Director, who must report the matter to law enforcement.

Racialized Aggression – racialized aggression (defined broadly as hostility/aggression toward, or denigration/invalidation of, a different racial group or member(s) thereof) involving any student or NCS personnel, is strictly prohibited.

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

F. Parking Areas: You must use the parking areas designated for employees by the Executive Director. Remember to lock your car every day and park within the specified areas. Courtesy and common sense in parking will help eliminate accidents, personal injuries, and damage to your vehicle and to the vehicles of other employees. If you should damage another car while parking or leaving, immediately report the incident, along with the license numbers of both vehicles and any other pertinent information you may have, to your supervisor. NCS is not responsible for any loss, theft or damage to your private vehicle or any personal property. Personal property brought onto NCS property is subject to search at any time.

G. Prohibited Disclosure of Student information: No person shall sell or use student, faculty or staff lists with personal identifying information obtained from a public NCS or a local NCS district for the purpose of marketing goods or services directly to students, faculty or staff or their families by means any means of communication. The provisions of this section shall not apply if the students and their parent/guardian has consented in writing.

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

I. Conflict of Interest. Employees are prohibited from using confidential information acquired by virtue of their associations with the NCS for their individual or another's private gain. Employees are prohibited from requesting, receiving or accepting a gift or loan for themselves or another that tends to influence them or appear to influence them in the discharge of their duties as employees.

VIII. BENEFITS

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

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

If you are a full-time employee, or a part-time employee who works at least twenty (20) hours per week, you will be eligible to receive all the benefits described in this Employee Handbook. For part-time employees, benefits are pro-rated. Coverage is available to you and your

dependents as defined in the benefit summary plan descriptions. Please see the Business Manager for details.

A. Group Insurance: Employees may participate in the New Mexico Public NCS Insurance Authority's (NMPSIA) Employee Benefits Group Plan, which consists of Group Medical, Dental, Vision, and Basic Life coverage. Employees who are active at work and work the minimum qualifying number of hours shall be eligible for the following:

1. All employees who work a minimum of twenty (20) hours or more per week shall be entitled to participate in Medical, Dental, and Vision coverage.
2. NCS shall enroll and pay premiums at the rate of 100% for Basic Life insurance coverage for any employee who works a minimum of twenty (20) hours per week, regardless if the employee participates or is eligible to participate in any other line of NMPSIA coverage.
3. Members of the Governing Council are not eligible to participate in medical, dental, vision, and life insurance coverage.
4. A newly eligible employee is required to enroll within thirty-one (31) calendar days of being hired or within thirty-one (31) calendar days of being upgraded to that of an eligible employee.
5. An eligible employee who has a change in status is required to complete the appropriate NMPSIA Employee Record Change Card within thirty-one (31) calendar days from the qualifying event.
6. Pursuant to federal law and NMPSIA rules, an eligible employee may enroll in medical coverage for the occurrence of "special events" as defined by NMPSIA rules. These enrollments do not apply to dental or vision coverage.
7. NCS shall comply with the 1985 Consolidated Omnibus Budget Reconciliation Act (COBRA) in notifying employees of their right to continue health and life insurance coverage upon resignation, termination, or retirement. Dependents that are also losing coverage upon becoming ineligible shall also be informed of their COBRA rights.

B. Life Insurance Coverage:

1. The Charter NCS shall provide the following Basic Life/Accidental Death and Dismemberment coverage to all employees: \$50,000 Life/AD&D.
2. Charter NCS employees have the option to select Voluntary Life through Prudential for themselves, spouse or children, which is a 100% employee deduction.
3. NCS employees can elect to have long-term disability coverage. The school pays a percentage of the cost based on the employee's salary. The waiting period for coverage shall be Thirty (30) days.
4. New Mexico Retirement Plan. The New Mexico Educators Retirement Act is provided to eligible employees (those who have completed sufficient service) with a monthly pension benefit upon retirement. All employees who work more than 25% of the time (.25 FTE) are mandated by the New Mexico Educational Retirement Act to participate in the retirement plan. Participation in the Plan begins on **the first day of the month following your date of hire**. NCS and the employee are required by State law to contribute to this retirement plan operated by the New Mexico Educators Retirement Board. The details regarding NCS and employee contributions, vesting, administration, and investments are provided in the Summary Plan Description, made available through the Education Retirement Board.

C. Social Security: In accordance with the applicable federal law, all employees are required to participate in and contribute to Social Security. NCS also makes a mandatory matching

contribution on behalf of employees. Contribution levels are established by law, and are subject to change. To obtain information about Social Security and related programs, you may contact the local Social Security office.

D. Workers' Compensation: NCS maintains Workers' Compensation Insurance coverage for employees who sustain an injury or illness compensable under the New Mexico workers' compensation laws. NCS pays the full cost of the workers' compensation insurance. All workers' compensation claims are subject to evaluation and investigation by NCS and its insurance carrier. If you are injured while performing duties related to your job at NCS, you must report the injury promptly to your immediate supervisor. More information is available from NCS's Business Manager.

E. Unemployment Compensation: NCS employees are covered in accordance with applicable unemployment compensation laws and regulations that also govern eligibility for unemployment benefits. All forms or contacts related to unemployment compensation claims should be delivered or referred to the NCS Executive Director or Business Manager.

F. Leave Benefits: As a part of the Benefits package provided to NCS employees, the Board may allow approved leaves of absence. Leaves may be granted with or without pay. Requests for Leave forms must be completed and submitted to the Executive Director for approval. Requests for Leave forms are available from the Business Manager or Executive Director.

1. The Governing Council does not differentiate between annual leave and sick leave. All Leave is termed "Straight Leave". It is the policy of the Governing Council to allow each classification of employee the allotted days to be used at the employee's discretion, with the pre-approval of the Executive Director or their designee. The Governing Body shall annually identify the recognized paid holidays. The school provides its employees annual leave and holidays based upon the terms of their individual employment contracts. Further, the administration will consider long-term and short-term leave for its employees. The Executive Director or their designee shall approve all leave on an individual basis.

All leave is subject to the approval of the School. Authorized leave from duty is as follows:

Professional Leave
Straight Leave
Extended Illness
Jury Duty
Extended Leave
Bereavement Leave
Military Leave
Sick Leave Donation

Notification: Employees should request leave three (3) days in advance in order to obtain prior approval from their immediate supervisor and the Executive Director.

Extended Leave: Extended leaves of absence should be requested and approved by the Executive Director and will only be granted once the employee has exhausted all of their leave and FMLA Leave.

Employees will not be granted leave from Professional Development Days except in the case of an emergency and approved by the Executive Director.

Non-Instructional Employees can take up to 10 consecutive days during the school year with approval from an administrator.

Instructional Employees can take up to 5 consecutive days during the school year with approval from an administrator.

Full Year employees will be granted 15 days of straight leave per fiscal year. Instructional Year employees will receive 10 days total of straight leave per academic year. Employees will only be able to carry over a total of 20 days of “straight leave” per year.

2. Attendance Reimbursement Account (ARA)- The school will “pay out” five days (5) of unused straight leave at the end of the employee’s yearly contract if so requested by the employee. Administration will create a list of employees who will receive an ARA payment and/or roll over unused days for that school year during the final month of each year’s contract. The final payout will be submitted after the last day of the contract based on the employee’s rate-of-pay. The employee can elect to not receive an ARA Payment and have their leave balance carried over into the next year.

3. Family and Medical Leave Policy (“FMLA”) - NCS is a covered employer for purposes of the Family Medical Leave Act. NCS will provide employees unpaid leaves of absence to attend to family and medical needs in accordance with FMLA, *if the employee is eligible under FMLA*.

(a) An employee is *eligible* for FMLA, *if ALL* of the following criteria are met:

- Employee has worked for NCS for at least 12 months in the last 7 years; *and*
- Employee has worked at least 1,250 hours for NCS during the 12 calendar months immediately preceding the request for leave.

Employees with any questions about their eligibility for FMLA leave should contact NCS’s Executive Director or his/her designee.

(b) FMLA Leave. Employees who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period for one of the following reasons:

- i. To care for the employee’s son or daughter during the first 12 months following birth;
- ii. To care for a child during the first 12 months following placement with the employee for adoption or foster care;
- iii. To care for a spouse, son, daughter, or parent (“covered relation”) with a serious health condition;
- iv. For incapacity due to the employee’s pregnancy, prenatal medical or childbirth; or
- v. Because of the employee’s own serious health condition that renders the employee unable to perform an essential function of her or her position.

(c) Married couples. In cases where a married couple is employed by NCS, the two spouses together may take a combined total of 12 weeks’ leave during any 12-month period for reasons (b) i and ii, or to care for the same individual pursuant to reason (b)iii.

(d) Covered Servicemember Leave. Eligible employees who are family members of covered servicemembers are entitled to take up to 26 workweeks of leave in a “single 12-month period” to care for a covered servicemember with a serious illness or injury

incurred in the line of duty on active duty. The definition of “family members” includes family members covered in 3(b)(iii) and “next of kin,” which means the nearest bold relative (including siblings, grandparents, aunts, uncles, and first cousins). The 26 weeks include leave for qualifying exigencies described below. All other provisions of the FMLA apply, such as employee eligibility, appropriate notice, medical certifications, definitions, etc. As with other types of leave, NCS has the right to require the employee to support a request for leave with an appropriate medical certification. When two eligible employees are married and work for NCS, and when the reason triggering the event is to care for a servicemember under this section, a combined total of 26 weeks applies.

(e) Qualifying Exigency. The 12 weeks available to all FMLA-eligible employees is available to eligible employees with a covered military member serving in the National Guard or Reserves to use for “any qualifying exigency” arising out of the fact that a covered military member is on active duty or call to active-duty status in support of a contingency operation. “Qualifying exigency” means:

- Military member’s short-notice deployment (leave to address any issue that arises from an impending call or order to active duty in support of a contingency operation seven days or less prior to the date of deployment);
- Military events and related activities (leave to attend any military ceremony, program or event related to the active-duty call or to attend family support or assistance programs and informational briefings);
- Arranging for alternate childcare and related activities;
- Addressing certain financial and legal arrangements;
- Periods of rest and recuperation for the service member (up to 5 days of leave);
- Attending certain counseling sessions;
- Attending post-deployment activities (available for up to 90 days after the termination of the covered service member’s active-duty status); or
- Other activities arising out of the service member’s active duty or call to active duty and agreed upon by NCS and the employee

(f) Intermittent FMLA Leave. Intermittent leave and reduced work schedules are allowed when such are medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt NCS’s operations. Covered Servicemember Leave due to qualifying exigencies may also be taken on an intermittent basis. Leave may not be taken on an intermittent basis when used to care for the employee’s own child during the first year following birth, or to care for a child placed with the employee for foster care or adoption, unless both NCS and employee agree to such intermittent leave. If an employee requests intermittent leave, it may be necessary for NCS to transfer him/her to another position that will better accommodate an intermittent or reduced schedule.

(g) Pay, Benefits, and Protections During FMLA Leave. Employees taking FMLA leave must use all of their available accrued and unused paid sick and personal days and vacation (if applicable) as part of the leave. Once the employee’s paid leave benefits are exhausted, the employee will continue for the duration of the family and medical leave without pay.

(h) Medical and other benefits. NCS will continue to maintain group health insurance coverage for the employee and, where applicable, for his/her dependents during the FMLA leave, up to a maximum of twelve weeks in a twelve-month period. After an employee’s paid leave is exhausted, an employees must arrange to pay the premium contributions they previously had deducted in order to continue group health or other insurance for themselves and, where applicable, their dependents during the family and medical leave. The employee will be required to arrange for and pay for other benefits while on leave without pay. Failure to make arrangements and to pay the premiums for benefits

other than health insurance while on leave, may result in termination of those employee benefits.

If an employee fails to return to work at the end of the family and medical leave, NCS may require the employee to reimburse it for the amount NCS paid for the employee's health insurance premiums during the leave.

(i) Employee Responsibilities When Requesting FMLA Leave.

1. If the need to use FMLA leave is foreseeable, the employee must give NCS at least 30 days prior notice of the need to take leave. When 30 days notice is not possible, the employee must give notice as soon as practicable (within 1 or 2 business days of learning of the need for leave except in extraordinary circumstances). Failure to provide such notice may be grounds for delaying the start of the FMLA leave.

2. Requests for FMLA leave should be submitted to NCS's Executive Director or his/her designee by using the Request for Family/Medical Leave form.

3. When submitting a request for leave, the employee must provide sufficient information for NCS to determine if the leave might qualify as FMLA leave, and also provide information on the anticipated date when the leave would start as well as the duration of the leave. Sufficient information may include that the employee is unable to perform job functions; that a family member is unable to perform daily activities; that the employee or family member needs hospitalization or continuing treatment by a healthcare provider; or the circumstances supporting the need for leave.

4. An employee undergoing planned medical treatment will be required to make a reasonable effort to schedule the treatment to minimize disruptions to NCS's operation.

(j) Employer responsibilities.

1. When an employee requests leave, NCS will inform the employee whether he or she is eligible under the FMLA. If the employee is eligible, the employee will be given a written notice that includes details on any additional information he or she will be required to provide. If the employee is not eligible under the FMLA, NCS will provide the employee with a written notice indicating the reason for ineligibility.

2. If leave will be designated as FMLA-protected, NCS will inform the employee in writing and provide information on the amount of leave that will be counted against your 12 or 26 week entitlement.

(k) Medical Certification.

1. If the employee is requesting leave because of the employee's own or a covered relation's serious health condition, the employee must supply appropriate medical certification. Employees may obtain Medical Certification forms from the Executive Director or his/her designee. When the employee requests leave, NCS will notify the employee of the requirement for medical certification and when it is due (no more than 15 days after you request leave). If the employee provides at least 30 days' notice of medical leave, he or she should also provide the medical certification before leave begins.

2. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. NCS, at its expense, may require an examination by a second healthcare provider designated by NCS, if it reasonably doubts the medical certification initially provided. If the second health care providers' opinion conflicts with the original medical certification, NCS, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.

3. NCS may require subsequent medical recertification. Failure to provide requested certification within 15 days, except in extraordinary circumstances, may result in the delay of further leave until it is provided.

(l) Reporting While on Leave. If an employee takes leave because of the employee's own serious health condition or to care for a covered relation, the employee must

contact NCS on the first and third Tuesday of each month regarding the status of the condition and his or her intention to return to work. In addition, the employee must give notice as soon as practicable (within 2 business days, if feasible) if the dates of the leave change, are extended, or were unknown initially.

(m) Exemption for Highly Compensated Employees. Highly compensated employees (i.e., highest-paid 10 percent of employees at NCS) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial economic injury to NCS. (This fact-specific determination will be made by NCS on a case-by-case basis.)

(n) Special Rules for Instructional Employees. Instructional employees are subject to certain limitations on FMLA leave coverage. An “instructional employee” includes teachers, instructional assistants, coaches and other employees whose duties principally involve the direct provision of instruction services to students. The following limitations on FMLA for instructional employees arise when leave is requested near the end of the semester or when intermittent leave is involved.

i. Leave near the end of a semester:

(A) If an instructional employee begins leave more than five weeks before the end of a semester, NCS may require the employee to continue taking leave until the end of the semester if (i) the leave will last at least three weeks, and (ii) the employee would return to work during the three-week period before the end of the term.

(B) If the instructional employee begins leave during the five-week period before the end of a semester for an eligible reason other than his/her own serious illness, NCS may require the employee to continue taking leave until the end of the semester if (i) the leave will last more than two weeks, AND (2) the employee would return to work during the two-week period before the end of the term.

(C) If the instructional employee begins leave during the three-week period before the end of a semester for an eligible reason other than his/her own serious illness, NCS may require the employee to continue taking leave until the end of the semester if the leave will last more than five working days.

ii. Intermittent Leave. If an instructional employee needs intermittent or reduced leave and the employee would be on leave for more than 20 percent of the total number of working days over the leave period, (e.g. five days in a four week period) the employer may require the employee to choose between the following:

(A) taking a certain period of consecutive (full) days on leave, not greater than the duration of the employee’s planned medical treatment, or

(B) transferring temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the employee’s regular position.

iii. Counting FMLA days: If the employee is required to remain on leave until the end of a semester academic term, the employer may only designate as FMLA leave for the period of time the employee is actually unable to work, not the period of time after which he or she was ready and able to return to work but was asked by the employer to remain on leave.

4. Bereavement Leave: After a death in the immediate family of any employee, NCS provides up to four (4) days of bereavement leave per year without loss of pay beginning with the date of death and ending with and/or including the day after the funeral or final services for local death/services (within 100 miles of NCS), and up to six (6) days per year for a death/services held out of town (beyond 100 miles from NCS). For each bereavement day the employee was scheduled to work, an employee may receive pay in an amount equivalent to the number of hours the employee was schedule to work that day, or if

instructional personnel, number of days. An employee may be required to submit proof of death and/or funeral or services date. For purposes of bereavement leave, immediate family includes current spouse, parent, step-parent, parent-in-law, step parent-in-law, grandparent, child, stepchild, son-in-law, daughter-in-law, grandchild, sibling, step-siblings, current domestic partner, child of domestic partner, and any relative living in the household of the employee.

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

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

If you are served with a Subpoena for witness duty and the matter in which you are to testify is directly related to NCS, e.g. NCS student or employee matter, NCS will pay you the difference between your witness fees, plus any mileage reimbursement, and your regular straight-time pay for any schedule work time that you miss. To be reimbursed, you must present the subpoena and a copy of the witness fee payment voucher.

6. Professional Leave: may be granted at the discretion of the Executive Director, upon request, for professional development, professional organizational activities, NCS-related professional activities, or other activities related to the employee's assignments. Participants in the Grow Your Own Teachers scholarship program shall receive professional leave to participate; however, participants must endeavor to minimize disruption with the NCS day and must make up missed work due to the professional leave. Professional leave shall also be granted to licensed educational assistants who are enrolled in or accepted by an undergraduate teacher preparation program in the state, in accordance with the Grow Your Own Teachers Act.

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

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

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

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

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

11. Domestic Violence Leave: Domestic Violence Leave:

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

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

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

(i) a police report indicating that the employee or a family member was a victim of domestic abuse;

(ii) a copy of an order of protection or other court evidence produced in connection with an incident of domestic abuse, but the document does not constitute a waiver of confidentiality or privilege between the employee and the employee's advocate or attorney; or

(iii) the written statement of an attorney representing the employee, a district attorney's victim advocate, a law enforcement official or a prosecuting attorney that the employee or employee's family member appeared or is scheduled to appear in court in connection with an incident of domestic abuse.

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

12. Medical Leave Bank: NCS maintains an Employee Medical Leave Bank, where employees may (but are not obligated to) contribute their unused, accrued leave for the use and benefit of eligible employees who have exhausted their own leave and who are in need of additional paid leave for a medical emergency.

Guidelines:

1. Employees can only donate to another employee *straight leave* that they have accrued over 5 days of straight leave.
2. The employee receiving the leave must have exhausted all of their straight and annual leave before requesting donated sick leave.
3. The recipient of the donated leave must provide certified medical documentation from a physician that describes the nature, severity, and anticipated duration of the medical emergency condition. This also includes documentation that the recipient is unable to work all or a portion of the recipient's work hours.
4. If the recipient has filed a Worker's Compensation claim, then the recipient must also provide the above documentation from a Worker's Compensation physician assigned by Worker's Compensation.
5. The school will do a *straight across* leave between all employees regardless of each employee's *rate-of-pay*.

G. Professional Development: NCS will provide its employees quality opportunities for continual professional growth and development. Such opportunities shall reflect the mission, goals and educational plan of the school and provide for growth and development based upon an employee's goals and performance. The school will also pay close attention to implementing training that addresses the Performance Contract areas of Academics, Finance, and Organization.

NCS TUITION, BOOK, and COURSE FEES REIMBURSEMENT POLICY

NCS encourages and promotes University course work and training, especially coursework that is necessary to obtain or maintain New Mexico state licensure.

To be eligible for reimbursement, a course (s) must be pre-approved by the Executive Director.

NCS will reimburse employees up to 100% only for tuition, book expenses, and any associated lab or course fees at an accredited in-state university, college, or licensure preparation program that have been pre-approved as required herein and on the successful completion of the courses with passing grades in accordance with the procedures set forth below.

NCS will only reimburse up to 100% at the University of New Mexico rate of tuition at an accredited out-of-state university or college. This would also include correspondence and/or internet courses.

NCS will not reimburse audit classes, classes taken on a pass/fail basis, or those classes in which a grade of "C" or better is NOT earned. Reimbursement will be made for the successful completion of an approved non-university licensure preparation program that

may not receive traditional grades. NCS will not reimburse any university or college tuition, book expenses, or lab/course fees if an employee resigns or is terminated from NCS before the end of the course(s) or fails to successfully complete and earn credit in the course(s).

The Governing Board will designate an allotted amount of Professional Development money per fiscal year for Tuition, Book, and Course Fees Reimbursement. That amount will be split into the Fall and Spring semesters and divided equally among staff who apply and are approved for Tuition Reimbursement for that given semester. If funds are still available, staff can apply for reimbursement funds for the Summer semester.

Staff must submit proof of enrollment in the university or licensure preparation program, registration in the course, and the Reimbursement Application for FALL semester by September 1st in order to be considered for approval to receive reimbursement funds.

Staff must submit proof of enrollment in the university or licensure preparation program, registration in the course, and the Reimbursement Application for SPRING semester by January 1st in order to be considered for approval to receive reimbursement funds.

Staff must submit proof of enrollment in the university or licensure preparation program, registration in the course, and the Reimbursement Application for SUMMER semester by June 1st in order to be considered for approval to receive reimbursement funds.

Courses must relate to the employee's current job, job description, and vocation within the school or possible advancement within the school.

APPENDICES

- A. Employee Harassment Complaint Form
- B. Facility Use Policy
- C. Reduction in Force Policy
- D. Furlough Policy

Appendix A: Employee Harassment Complaint Form



NORTHPOINT
CHARTER SCHOOL

Employee Harassment Complaint Form

Employee Information

Name _____ Phone # _____

Complaint Filed Against

Name _____ Title _____

Name _____ Title _____

Incident

Date _____ Time _____

Location of Incident _____

Is this the first time this has happened? Yes No

Is this the first time you are reporting this? Yes No

Description of the Incident- Provide as much detail as possible.

Witnesses (if applicable)

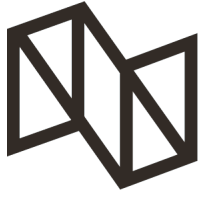
Name _____ Title _____ Phone# _____

Name _____ Title _____ Phone# _____

Form Received By: _____ Date: _____

Follow-up meeting with: _____ Date: _____

Appendix B: Facility Use Policy



NORTHPOINT CHARTER SCHOOL

NORTHPOINT CHARTER SCHOOL **FACILITIES USE POLICY/PROCEDURES**

GENERAL INFORMATION: A completed Application and Site Use Agreement and all required certificates or documentation must be submitted to NCS's Executive Director or his/her designee at 10301 Candelaria Rd NE, Albuquerque, NM by no later than 10 days prior to the event. **FAILURE TO PROVIDE A COMPLETE APPLICATION MAY DELAY OR RESULT IN DENIAL OF YOUR APPLICATION.**

Priorities for Use of School Facilities

Space available is limited. Consequently, Northpoint Charter School (NCS) has adopted the following priorities for use of school facilities as follows:

- 1st NCS programs, curricular/extracurricular school classes, school clubs, activity programs, authorized parent organizations, booster club activities.
- 2nd Non-profit educational or recreational groups serving school-aged students.
- 3rd Non-profit public interest groups; charitable/civic groups whose primary function is to promote health, safety, education or welfare of the community.
- 4th For-profit or non-profit group whose programs serve school aged children, but are available to the students for a direct or indirect cost; e.g. scouts.
- 5th Groups whose purpose is to serve the best interest of that group rather than to benefit the public in general, e.g. recreational groups, religious and political groups, arts appreciation organizations, private school groups.
- 6th All other.

Denial and/or Right to Revoke Permission

NCS may not authorize use of its facilities in the following instances:

1. The activity is for personal use unrelated to a public benefit (e.g. Tupperware party).
2. The activity for which use is sought is not appropriate or permissible for a public school venue.
3. The activity promotes subversion of the laws of the United States or any subdivision thereof, or to overthrow the government of the United States, or supporting doctrines of violence, hatred, or discrimination.
4. Any activity that may violate the canons of good morals, manners, or taste or be injurious to the staff, participants, buildings, grounds or equipment.

NCS reserves the right to deny the use of its facilities to any individual group. Behavior and/or action deemed unacceptable by the Executive Director and/or his/her designee, may result in revocation of the Building Use Agreement.

Conditions of Use

1. A complete and executed Site Use Agreement, including all attachments;
2. The user is solely responsible for using the facilities in compliance with all state and local health and safety codes, ordinances, and rules.

3. Police coverage may be required for a particular activity. The applicant is responsible for making these arrangements and for payment of the same.
4. The applicant must be present throughout the time the facilities are being used. The applicant is responsible for the decorum of the group, including spectators.
5. Food and/or beverages are only permitted in cafeterias/all-purpose areas. Eating or drinking in auditoriums, classrooms or gymnasiums is not permitted.
6. Any damages sustained to the facility and/or equipment during its use will be considered the responsibility of the applicant. The applicant will be billed for any repairs needed to restore the facility and/or equipment to its original state.
7. No electrical apparatus shall be connected to any lighting system unless it is first inspected and approved by the school's designee.
8. In all cases where gymnasiums are used for athletic purposes, participants are required to wear athletic shoes.
9. Equipment of the building user, such as scenery and furniture, may not be moved into or out of the building during school hours.
10. NCS shall not loan or rent school materials or equipment to individuals or groups.
11. All non-school or governmental related activities MUST be completed and the premises vacated by 10:00 p.m.
12. The facility user understands that it must comply with the safety rules included in the facility use agreement and must agree to the following liability and risk related rules per 6.50.17 NMAC, as amended :
 - a. The use of alcohol, illegal drugs, e-cigarettes, nicotine-liquid containers, tobacco, and cannabis are prohibited on school property at all times.
 - b. Guns are not permitted on school property except for those in possession of authorized law enforcement personnel or authorized school security personnel.
 - c. Users of the facility shall be responsible for providing security as required by NCS for the type of function they have planned;
 - d. For events that involve animals, including dogs, all must be leashed, penned, crated or otherwise properly contained, constrained or under supervision and control at all times. Other animals or pets are prohibited.
 - e. Open fires including candles, torches, and bonfires shall not be allowed except pursuant to prior approval and permit by the appropriate authorities, (e.g. local fire marshal)
 - f. Building exits shall never be blocked for any reason.
 - g. Parking shall be in designated areas only.
 - h. Every effort shall be made to provide vehicle and pedestrian traffic management in order to ensure safe and orderly movement of vehicles and people.
 - i. All care shall be taken in the design, placement and construction of booths, displays, viewing stands, platforms, theater sets, temporary stages or any other structures to safeguard the safety of those who are building, using and disassembling such structures.
 - j. Decorations shall be fire resistant whenever possible, cover no more than 20 percent of the wall area and never be placed within close proximity to incendiary sources.
 - k. Care shall be taken at all times to avoid the creations of tripping hazards or if unavoidable to warn participants of obstacles.
 - l. No hazardous materials, including pyrotechnic devises, fireworks, explosives flammable materials or liquids, poisonous materials or plants, strong acids or caustics shall be brought onto the premises or used in any way while occupying the premises except with the approval prior to use by the fire marshal or other authority having jurisdiction.

- m. No amusement rides or attractions, including but not limited to, trampolines or any type, enclosed or air supported structures of any type, climbing walls, climbing ropes, bow and arrow shooting activity or equipment or devices related thereto shall be brought onto the premises or used in any way while occupying the premises except with the express permission of school authorities and on proof of insurance by the user of the facility of at least \$1,000,000 per occurrence naming the school or school district and the authority as additional insured. All such activities shall be operated and overseen by persons experienced and, if possible, certified to do so.
- n. All uses of the facilities shall give written notice to the school of any accident resulting in bodily injury or property damage, damage to property of the school occurring on school premises or in any way connected with the use of the school premises within 24 hours of the accident. The notice shall include details of the time, place and circumstances of the accident and the names and addresses and phone numbers of any persons witnessing the accident.
- o. If playground equipment is used, the user of the facility shall provide at least one adult supervisor for every fifteen (15) children.
- p. The use of the facility shall provide the appropriate signage to inform participants of the safety rules. A list of emergency agencies and phone numbers shall also be posted.
- q. Access to school facilities by the uses of the facility shall be limited to those areas specified in the Building/Site Use Agreement.

Insurance Coverage

- 1. The organization must procure and maintain its own insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with the activities, underlying this application, of the organization and any agents, representatives or employees, in accordance with the Application and Site Use Agreement. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the organization. NCS will not extend its own liability insurance to the user.
- 2. If the user elects to remain uninsured, it is at the user's own risk.

Clean-Up

- 1. Neither NCS nor its custodian or security on duty assumes any responsibility for liability.
- 2. All decorations, furniture, trash and other materials used shall be removed immediately by the user after the completion of the function. All decorations **MUST** be fire resistant. Changing equipment, electrical adjustments, driving nails or hanging decorations shall be done only with the consent of NCS's designee.
- 3. NCS will not be responsible for any material left behind - **IT WILL NOT BE SAVED AND THE RENTING ORGANIZATION WILL BE CHARGED FOR ITS REMOVAL.**

Fees

- 1. When school buildings are used for the purpose other than for school use, additional expenses, including heating, lighting and other operating expenses (wear and tear) are incurred by NCS.

Therefore, charges may be made by NCS to cover these costs. It is understood that any fees charged for use of school facilities will be defined in advance by NCS.

NCS reserves the right to grant, at its discretion, free use of any school facility to any educational, non-religious charitable or governmental agency. NCS reserves the right to modify or rescind this practice at any time.

2. Long-term rentals will be billed at 50% of the total rental fee. At no time will custodial charges be waived or discounted. (Long-term rental is defined as three (3) or more consecutive days, weeks, or weekends.)

Payment

1. The renter will receive an **approved** (signed) Application and Site Use Agreement Form along with an estimated bill for facilities use, equipment and custodial fees, if applicable. Payment for facilities along with estimated custodial and equipment fees ***MUST*** be made **10** days in advance of the first use date. Checks must be made payable to Northpoint Charter School and delivered by mail or in person to NCS's business office. Any returned check will be subject to a \$30.00 Returned Check Fee and possible revocation of application.
2. If payment is not received on the due date, the renter's application will be considered cancelled.

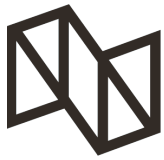
Miscellaneous

1. NCS's custodian or designated representative shall be responsible for the supervision of the building and equipment, safety precautions in the building, cleaning of the building after its use, and for any services required by the renter in accordance with the use of the facilities approved.
2. The custodians or the school's representative has no responsibility to groups, as they have regular duties to be completed.
3. If you plan on advertising for the success of your event and it is not a school function, be certain to note the sponsoring group and do not imply school sponsorship.
4. On days when school has been canceled because of emergency conditions, the school buildings may not be available. However, **all scheduled use will automatically be canceled unless the renter contacts the school** being rented to confirm the availability of the school.
5. NCS will not be responsible for the cancellation of an application for the use of school property in case of an emergency which results in the closing of a school building.
6. All questions concerning building use and particulars should be directed to the Executive Director or his/her designee.

Policy Adopted: 08/16/2023
Date

By: Michael Hamel
Governing Body President

Appendix C: Reduction in Force Policy



NORTHPOINT CHARTER SCHOOL REDUCTION-IN-FORCE POLICY

I. PURPOSE

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

II. DISCRETION

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

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

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

III. DEFINITION

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

IV. REASONS FOR REDUCTION IN FORCE

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

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

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

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

- decline in enrollment;
- loss of state, federal, local funding, grants, donations or other sources of school funding; and/or
- decrease of funding due to other directives from governing entities (courts, NMPED, Legislature, etc.)

V. TIMING

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

VI. REDUCTION IN FORCE PLAN

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

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

B. *Governing Body's Consideration.* The School's Governing Body will consider the Administrator's Plan at a public meeting at which the Administrator shall present the proposed Plan and justification for a RIF. The Administration shall take reasonable steps to ensure that employees have advanced notice of the public meeting at which the Plan will be presented. The discussion and action on whether a RIF is merited by financial circumstances and discussion and decision on the Plan will be in open session; however, the Governing Body is not restricted from holding portions of the discussions in closed session in accordance with New Mexico Open Meetings Act exception.¹ The Governing Body may allow such review, consultation, and comment by employees and members of the public of the Plan and reasons for the RIF, as the Governing Body, in its discretion, deems appropriate.

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

¹ NMSA 1978 §10-15-1(H). "The provisions of Subsections A, B and G of this section do not apply to:
... (2) limited personnel matters; provided that for purposes of the Open Meetings Act [10-15-1.1 NMSA 1978], "limited personnel matters" means the discussion of hiring, promotion, demotion, dismissal, assignment or resignation of or the investigation or consideration of complaints or charges against any individual public employee; provided further that this subsection is not to be construed as to exempt final actions on personnel from being taken at open public meetings, nor does it preclude an aggrieved public employee from demanding a public hearing."

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

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

RIF PLAN CONTENTS AND PROCESSES

VII. CRITERIA, RANKING AND WEIGHT – LICENSED SCHOOL PERSONNEL

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

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

(a) A "teaching waiver"² will be treated as "substandard licensure" and assigned zero (0) points.

(b) An "assignment waiver"³ working in the affected position, but possessing full licensing in another content area not affected by the RIF will be allocated five (5) points.

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

(d) A "teaching endorsement"⁴ applicable to the qualifications for the individual's current assignment or content area in the affected position will receive an additional two (2) points up to a maximum of six (6) points.

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

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

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

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

² According to NMSA 1978 Section 22-10A-14B.

³ According to NMSA 1978 Section 22-10A-14C

⁴ Endorsements must be recognized by the New Mexico Public Education Department.

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

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

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

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

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

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

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

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

2. No Existing Vacancy. Where the affected person is licensed and qualified for another program or programs at School, but all such positions are currently filled, the selection criteria

described above, subject to the modifications described below, will be applied to determine whether the affected person may be transferred or reassigned to another program and another person, currently employed in the other program, may be released.

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

(b) If the affected person is fully licensed for a position in another program or administrative position and has current experience in the responsibilities of that position, the Administrator will determine in his/her best judgment whether removing the incumbent and replacing him/her with the affected person is in the best interest of the School program.

D. *Due Process.* A licensed instructor or administrator discharged or a tenured teacher terminated pursuant to this policy will be entitled to the procedural rights provided pursuant to the New Mexico School Personnel Act,⁵ applicable regulations and the School's policies. The written decision of the Governing Council, to the extent required by statute and regulation, will clearly specify that the termination or discharge resulted from a RIF and not from any cause personal to the person released.

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

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

A. *Criteria.* The primary consideration in any RIF shall be maintenance of a sound and balanced educational program consistent with the functions and responsibilities of the School, including the duty to conduct its business within the confines of a balanced budget. The ranking and weighing process described herein is not required, however, if one or more non-licensed positions must be eliminated for the reasons stated in the Administrator's Plan. If the employee's whose position has been eliminated has worked for the School longer than one school year, he/she will be offered any vacant position for which he/she is qualified at the salary budgeted for that position. If two or more employees' positions are eliminated but there is a vacant position for which two or more employees are qualified, the employees will be evaluated based on the criteria herein to decide which employee will be offered the vacant position.

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

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

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

4. Length of Service. Affected staff member(s) will be awarded one (1) point for each complete school year of full-time service during the most recent period of uninterrupted service with

⁵ NMSA 1978 §§22-10A-1, et seq.

School up to a maximum number of points equal to the number of years the School has been in operation. Periods of extended leave of absence without pay will not be included, unless contrary to law. Where cumulative scores are equal, the individual who has served longest at the School will be retained.

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

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

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

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

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

IX. PROVISIONS APPLICABLE TO ALL EMPLOYEES AFFECTED BY RIF

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

1. Interest to be recalled. If an opening occurs, the terminated employee must file with the Administrator, within thirty (30) days after the effective date of the discharge or termination, a written statement indicating a desire to be considered for recall and providing an address at which the person may be contacted. The employee shall be responsible for keeping his/her contact information current.

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

3. Response to Offer of Recall. Any person selected for recall hereunder will receive written notification of the recall, by certified mail, at the address provided. The recalled person must accept the position offered in writing within fifteen (15) calendar days from the date of mailing the notice to the person. Rejection of the offer, in writing or by failure to timely respond, will result in

forfeiture by the recalled person of any further recall rights under this policy. Thereafter, an offer of recall will be made to the next person qualified to be recalled, or if there is none, the position will be filled by another qualified applicant.

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

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

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

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

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

Adopted: 08/16/2023
Date

Michael Hamel
President

Deborah Burns
Secretary

Vote: 4 yes; 0 no; 0 abstain

Appendix D: Furlough Policy



Northpoint Charter School **FURLOUGH POLICY AND PROCEDURE**

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

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

Employee Furlough Policy:

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

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

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

4. Implementation: To implement a furlough, the Governing Council will consider the Executive Director's furlough plan and vote on the plan at a public meeting. At this meeting the Executive Director will explain the reasons for the furlough and his/her plan for implementing the furlough. The Governing Council may recommend revisions to the Executive Director's furlough plan to the extent the plan does not adequately address the budgetary constraints identified as justification for the furlough. The Executive Director, however, shall make the final decision regarding the plan as it affects employees' and school programs.

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

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

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

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

- Administration (Executive Director, Principal and Business manager)
- Licensed Faculty and Staff
- Secretarial & Clerical
- Facility Maintenance

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

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

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

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

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

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

Policy adopted: 08/16/2024
(date)

Michael Hamel
President

Deborah Burns
Secretary

Vote: 4 yes; 0 no; 0 abstain