

# **21st Century Public Academy Employee Handbook**

**2026 - 2027**

# **21 CENTURY PUBLIC ACADEMY**

## **Employee Policy Handbook**

The policies in this handbook are guidelines. They are not expressed or implied contracts with employees and do not create a contractual obligation of any kind between 21<sup>st</sup> Century Public Academy and any of its employees. This handbook is not to be construed by any employee as containing binding terms and conditions of employment. The policies in this handbook are approved by the Governance Council and may be amended, revised, supplemented, or rescinded at any time, at the discretion and with the approval of the Governance Council.

All children can learn.

### **Vision**

21<sup>st</sup> Century Public Academy will provide experiences, situations, and opportunities for students to develop talents and to understand their role in the community. The body, mind, and spirit of each person will grow through lessons learned at school. Students will acquire a sense of personal responsibility, independence, and community interdependence.

### **Mission**

It will be the mission of 21<sup>st</sup> Century Public Academy to continually search for positive learning experiences that will enrich students and staff. Whenever possible, these lessons will take place in the arena in which they are practiced.

### **Goals**

1. Academic Excellence
2. A Safe School
3. Community Resources for Results
4. Parents are Partners
5. Positive School Climate

### **Key Strategies**

1. Practice high academic standards for all programs and services.
2. Develop a well-trained educational workforce.
3. Use continuous improvement methodologies.
4. Focus on student growth.
5. Engage parents, families, and the community.
6. Ensure standards-driven instruction that meets expectations of post-secondary education, business and industry.

### **Policy**

This Employee Policy Handbook was reviewed by the 21<sup>st</sup> Century Public Academy Governance Council on the 20th day of July 2026.

## **GENERAL PROVISIONS**

### **Definitions**

1. The term "teacher" for the purpose of this policy shall mean all licensed employees whose salaries are

based on the teacher salary schedule or as provided herein.

2. The term "District" shall mean the 21<sup>st</sup> Century Public Academy, County of Bernalillo, State of New Mexico.
3. The term "school," "site" or "building" shall mean any work location or functional division within the school wherein employee responsibility may lie.
4. The term "Council" refers to the Governance Council as defined by its by-laws.
5. The term "principal," shall mean the principal of 21<sup>st</sup> Century Public Academy.
6. The term "Superintendent" shall mean the Superintendent of 21<sup>st</sup> Century Public Academy.
7. The term "policy" shall mean the Employee Policy Handbook of 21<sup>st</sup> Century Public Academy.

### **Policy Control**

1. This policy shall be governed and construed according to Federal laws and to the Constitution and laws of the State of New Mexico. If any provision of this policy shall be found contrary to law, such provision shall have effect only to the extent permitted by law; but all other provisions of this policy shall continue in full force and effect. In the event any provision of this policy is found contrary to law, said provision shall be void.
2. In case of any conflict between the provisions of this policy and any Council policy, practice, procedure, custom or writing, the provisions of the policy shall control for the period of this policy.
3. This policy, and amendments thereto at the time of adoption, shall be distributed to all employees of the school. The terms and conditions of employment as indicated in this policy shall be the same for all employees and shall be applied equally without modifications or exception unless provided herein.

### **Grievance Procedures**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise. All grievances shall be processed as provided herein.
2. A grievance shall mean an allegation by an employee, and/or a group of employees with the same grievance, that there has been a violation of any provision(s) of this policy.
  - a. The term "workday", when used in this section, shall mean working school days. During the summer months, "workday" shall be defined as Monday through Friday excluding Independence Day.
  - b. The "aggrieved party" shall mean an employee or group of employees at the school.
3. No grievance shall be initiated unless it has been discussed by the aggrieved party with the principal prior to filing. If the grievance is with the principal, then the grieving party and the principal will use an outside mediator as agreed upon by both parties. A list of authorized mediators is available in the Personnel Office. A grievance with the principal will otherwise be handled beginning with Level One procedures. No grievance shall be initiated at Level Two unless it has been discussed by the aggrieved party and/or the aggrieved party's representative with the Governance Council.
4. A grievance shall be filed at Level One if the remedy sought is within the authority of the principal. If it is a remedy on which the principal has no authority, it shall be filed at Level Two.
5. The principal and the Council agree that these proceedings and all information relating to a grievance will be kept informal and confidential.
6. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is the maximum allowed, and every effort shall be made to proceed as quickly as possible.
  - a. The time limits specified will be extended or shortened if mutually agreed to in writing by the parties to the grievance.
  - b. The aggrieved party must file a written grievance within ten (10) workdays of the act, or discovery of the act, that caused the grievance.
  - c. Failure to file the grievance with the time limits specified shall result in the dismissal of the issues.
  - d. Failure to submit the decision in writing within ten (10) workdays will cause the grievance to proceed automatically to the next level.
7. All written and printed matter dealing with the processing of a grievance will be filed separately from the official personnel file of the participant(s) in a file maintained by the Officers. No reprisal shall be taken by the Board or any member of the administration against any employee participating in the processing of a grievance.
8. The parties shall develop all forms to be used in grievance processing. All grievances and appeals of

such must be filed on appropriate forms as provided by the Personnel Office.

9. The Council agrees to make available to the aggrieved party and/or representative all pertinent information that is not privileged and that is in the Council's possession or control that is relevant to the issues raised by the grievance.
10. Leave with pay will be granted to an employee whose absence from duty is required by the parties to the grievance as part of a grievance meeting. The Personnel Office shall notify the principal of the employees(s) designated to appear at such meeting.
11. Nothing contained herein shall limit the right of any employee to process a grievance as an individual.
12. The interpretation of conflict shall be subject to the grievance process at Level Two.
13. Level One:
  - a. The aggrieved party shall submit the grievance in writing to the principal. The principal shall, within ten (10) workdays after presentation of the grievance in writing by the aggrieved, submit to the aggrieved party the principal's decision in writing.
14. If the aggrieved party is not satisfied with the disposition of the grievance, the aggrieved may appeal the decision to Level Two within ten (10) workdays of receipt of the decision by filing said appeal with the Council.
  - b. Failure to appeal the grievance within ten (10) workdays after receipt of the response shall result in dismissal of the grievance.
15. In the event an employee believes it to be necessary to have a representative present at a Level One grievance meeting, such request shall be made in advance and through the principal. The request will be honored upon notification to the principal.
16. Level Two:
  - a. The Council's designee shall meet with the aggrieved and/or representative within ten (10) workdays after receipt of the appeal of the Level One decision by the principal in an effort to resolve said grievance. Parties to the grievance or their representatives shall have the right to submit evidence, give testimony and call witnesses.
  - b. The Council shall, within ten (10) workdays after such meeting provided above, render a decision in writing setting forth the decision and reason(s) thereof and shall transmit same to all parties.
  - c. If the aggrieved party is not satisfied with the disposition of the grievance, the aggrieved party may appeal the grievance to Level Three. Failure to appeal the grievance within fifteen (15) workdays after receipt of the response to Level Two shall result in dismissal of the grievance.
17. Level Three:
  - a. A grievance appealed to this level shall be heard by an Arbitrator who shall be selected as follows:
    - The parties shall jointly request from the Federal Mediation and Conciliation Service a list of five (5) names from which the Arbitrator shall be selected.
    - The parties will strive to mutually agree upon the Arbitrator.
    - If the parties fail to mutually agree upon the Arbitrator, each party will strike one name followed by the other party striking one name until a single name remains, and that person shall become the Arbitrator. The party required to strike the first name will be determined by a flip of a coin.
  - b. The Arbitrator shall schedule the hearing as soon as possible following acceptance of the appointment. The parties agree to make available all pertinent, non-privileged information in their possession or control that is relevant to the issues raised by the grievance.
  - c. The Arbitrator may establish the rules of procedure and, at the Arbitrator's discretion, may require the parties or witnesses to testify under oath or, upon demand of either party, shall require the parties or witnesses to testify under oath.
  - d. The Arbitrator's report shall be prepared and submitted in writing only to the Council and aggrieved, within thirty (30) calendar days after the first meeting, and shall set forth the findings of fact, rationale, conclusions, and the determination on the issues submitted. The determination shall be consistent with law and with the terms of this policy.
  - e. The Arbitrator shall have no power to alter, amend, add to or subtract from the terms of this policy.
  - f. The determination of the Arbitrator on matters set forth in this policy shall be final and binding.
  - g. The determination of the Arbitrator shall be acted upon within thirty (30) calendar days.

## **Teacher Committees**

The school recognizes the importance of an educational climate within a school and its community. To this end, the Council, SUPERINTENDENT, the principal, the teachers, and the staff are encouraged to work collaboratively to establish standing and ad hoc committees. All teachers will be given the opportunity to volunteer for committees. If the number of volunteers exceeds the number designated for the committee, members shall be elected by their constituency. Election shall be by secret ballot. Committee shall keep minutes of their meetings which shall be available upon request. A good faith effort shall be made to implement committee recommendations. Meetings shall be open to any member of the staff or community.

## **EMPLOYMENT**

### **School Relations**

The success of the school depends upon the quality of the relationships between all staff, parents, and the community. In a sense, regardless of position, all employees are school ambassadors. The more goodwill that is promoted, the more the parents and community will respect and appreciate the employees, the school, and the programs offered to students. Each employee is expected to cooperate with the administrators of 21<sup>st</sup> Century Public Academy and fellow employees. It is the responsibility of each employee to perform all duties assigned promptly, correctly, and pleasantly. The interactions with fellow employees, students, and parents, directly affect the success of 21<sup>st</sup> Century Public Academy.

### **Equal Employment Opportunity**

21st Century Public Academy is an equal opportunity employer. Employment decisions are based on merit and business needs, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. Equal employment opportunity notices are posted near employee gathering places as required by law. These notices summarize the rights of employees to equal opportunity in employment and list the names and addresses of the various government agencies that may be contacted in the event that any person believes he or she has been discriminated against. Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone.

### **Nondiscrimination Policy**

21<sup>st</sup> Century Public Academy affirms its' commitment to the rights of students, parents, and employees, as set forth in Federal and State Statutes, for nondiscriminatory treatment in relation to disability, race, ethnicity, color, sex, sexual orientation, gender identity, national origin or ancestry, religion, age, veteran status, HIV status and/or any other protected status as defined by law, in all its programs and activities. Nondiscrimination shall include freedom from harassment and retaliation based on disability, race, ethnicity, color, sex, sexual orientation, national origin or ancestry, religion, age, veteran status, HIV status and/or any other protected status as defined by law.

This Policy shall be implemented by the SUPERINTENDENT.

### **Labor Relations Policy**

This policy will be cited as "21<sup>st</sup> Century Public Academy Employee Relations Policy"

It is the policy in this District to:

1. Allow employees to organize and bargain collectively with the Governance Council.

2. Promote harmonious and cooperative relationships between these parties.
3. Protect the rights of employees who do not desire representation; and
4. Protect the public interest by assuring at all times, the orderly and uninterrupted operations and functions of 21<sup>st</sup> Century Public Academy.

### **Americans with Disabilities Act**

It is the policy of 21<sup>st</sup> Century Public Academy to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). 21<sup>st</sup> Century Public Academy will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. 21<sup>st</sup> Century Public Academy will also make reasonable accommodation wherever necessary for all qualified employees or applicants with disabilities, provided that the individual can safely perform the essential duties of their position with or without reasonable accommodation, and provided that any accommodations made do not impose an undue hardship on 21<sup>st</sup> Century Public Academy.

### **Standards of Conduct**

Whenever people gather to achieve goals, some rules of conduct are necessary in order to work together efficiently, effectively, and congenially. By accepting employment with 21<sup>st</sup> Century Public Academy, employees have a responsibility to the school and fellow employees to adhere to these rules of behavior and conduct. The purpose of these rules is not to restrict employee rights, but rather to ensure that all employees understand the expectations placed upon them. Employees must, in all instances, maintain their conduct at the highest standards. Employees must not engage in activities that violate Federal, State, or local laws or that, in any way, diminish the integrity, efficiency, or discipline of the school.

### **Confidentiality**

Confidential school information about students, other employees or any school business may not be shared with non-school employees and may only be shared with other school employees on a need-to-know basis and in accordance with the Federal Right to Privacy Act (FERPA) laws. 21<sup>st</sup> Century Public Academy will provide employee information to outside agencies only upon written authorization of the employee or as provided by law. All requests for employment verification must be submitted in writing. Any telephone calls requesting information pertaining to students, employees or school information must be referred to the Principal. Any violation of privacy laws governed by FERPA laws may be grounds for disciplinary action up to and including termination.

### **Harassment Policy**

21<sup>st</sup> Century Public Academy intends to provide a work environment that is pleasant, professional, and free from intimidation, hostility or inappropriate behavior that might interfere with work performance. Harassment of any sort--verbal, physical, or visual -- based upon race, color, religion, gender, age, sexual orientation, national origin, or ancestry, mental or physical disability, medical condition, veteran status, or any other protected status defined by law, will not be tolerated.

### **What Is Harassment?**

Workplace harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes or statements, pranks, intimidation, physical assaults or contact, or violence. Harassment is not necessarily sexual in nature. It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing. Other prohibited conduct includes written material such as notes, photographs, cartoons, articles of a harassing or offensive nature, and retaliatory action against an employee for discussing or making a harassment complaint.

### **Responsibility**

All 21<sup>st</sup> Century Public Academy employees have a responsibility for keeping the work environment free of harassment. Any employee who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to the principal or Equal Opportunity Services Office (EOS). When the principal becomes aware of the existence of harassment, he/she is obligated by law to take prompt and appropriate action, whether or not the victim wants the principal to do so.

### **Reporting Harassment**

If there is no threat of violence, the school encourages employees to communicate directly with the alleged harasser and make it clear that the harasser's behavior is unacceptable, offensive, or inappropriate, although they are not required to do so. It is essential, however, that the principal be notified immediately, even if it is not clear that the offending behavior is considered harassment. Any incidents of harassment must be immediately reported to the principal. Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. However, complete confidentiality cannot be guaranteed. Any employee found to have harassed a fellow employee or subordinate will be subject to severe disciplinary action up to and including termination. 21<sup>st</sup> Century Public Academy will also take any additional action necessary to appropriately remedy the situation. Retaliation of any sort will not be permitted. No adverse employment action will be taken for any employee making a good faith report of alleged harassment. 21<sup>st</sup> Century Public Academy accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens, or in any way harasses another employee is personally liable for such actions and their consequences. 21<sup>st</sup> Century Public Academy may or may not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.

### **Policy Statement on Sexual Harassment**

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature when such conduct creates an offensive, hostile, and intimidating working environment and prevents an individual from effectively performing the duties of their position. It also encompasses such conduct when it is made a term or condition of employment or compensation, either implicitly or explicitly and when an employment decision is based on an individual's acceptance or rejection of such conduct. It is important to note that sexual harassment crosses age and gender boundaries and cannot be stereotyped. Generally, two categories of sexual harassment exist. The first, "quid pro quo," may be defined as an exchange of sexual favors for improvement in your working conditions and/or compensation. The second category, "hostile, intimidating, offensive working environment," can be described as a situation in which unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature when such conduct creates an intimidating or offensive environment. Examples of a hostile, intimidating, and offensive working environment include, but are not limited to, pictures, cartoons, symbols, or apparatus found to be offensive, and which exist in the workspace of an employee. 21<sup>st</sup> Century Public Academy prohibits any employee from retaliating in any way against anyone who has raised any concern about sexual harassment or discrimination against another individual. 21<sup>st</sup> Century Public Academy will investigate any complaint of sexual harassment and will take appropriate disciplinary action if sexual harassment has been found within the workplace.

### **Unacceptable Activities**

Generally speaking, it is expected that each employee will act in a mature and responsible way at all times. Any questions concerning any work or safety rule, or any of the unacceptable activities listed below, should be addressed to the principal for an explanation. Note that the following list of unacceptable activities does not include all types of conduct that can result in disciplinary action, up to and including termination.

### **Violation of Any 21<sup>st</sup> Century Public Academy Policy**

Nothing in this list alters the at-will nature of employment for employees of the school.

1. Violation of security or safety rules, failure to observe 21<sup>st</sup> Century Public Academy safety rules or safety practices.
2. Failure to wear required safety equipment, tampering with school equipment or safety equipment.
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 school premises, except medications prescribed by a physician that do not impair work performance.
5. Unauthorized possession of firearms, weapons, or explosives on school property.
6. Engaging in criminal conduct or acts of violence; or making threats of violence toward anyone on school premises or when representing 21<sup>st</sup> Century Public Academy; fighting or provoking a fight on school property; or negligent damage of property.
7. Insubordination or refusing to obey instructions properly issued by a supervisor pertaining to work.
8. Threatening, intimidating, or coercing fellow employees on or off the premises at any time, for any purpose.
9. Engaging in an act of sabotage; negligently causing the destruction or damage of school property, or the property of fellow employees, students, customers, suppliers, or visitors in any manner.
10. Theft or unauthorized possession of school property or the property of fellow employees; unauthorized possession or removal of any school property, including documents, from the premises without prior permission from management; unauthorized use of school equipment or property for personal reasons; using school equipment for profit.
11. Dishonesty; falsification or misrepresentation on an 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 21<sup>st</sup> Century Public Academy; unauthorized alteration of school 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 on the job; restricting work output or encouraging others to do the same.
13. Immoral conduct or indecency on school property.
14. Conducting a lottery or gambling on school premises.
15. Unsatisfactory or careless work; failure to meet work productivity or work quality standards.
16. Any act of harassment - sexual, racial, religious, telling sexist or racist jokes, making racial or ethnic slurs.
17. Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of the principal; stopping work before time specified for such purposes.
18. Sleeping or loitering during working hours.
19. Excessive use of school telephones or cell phones for personal calls.
20. Smoking on school property.
21. The use of tobacco, or tobacco products on school property or any school-sponsored function, event, or activity.
22. Creating or contributing to unsanitary conditions.
23. Failure to report an absence or late arrival, excessive absences, or lateness.
24. Obscene or abusive language toward any supervisor, employee, parent, or student; indifference or rudeness; any disorderly/antagonistic conduct on school premises.
25. Speeding or careless driving on school property.
26. Failure to immediately report damage to, or an accident involving, school equipment.
27. 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 school premises.
28. Any other act or omission which impairs or restricts the ability of the school to provide a safe and healthy environment for employees and students.

### **Disciplinary Action/Termination Rights**

1. Employees have the right to be accompanied by a representative to advise or represent them during meetings where a suspension, reprimand, disciplinary action and/or pay reduction is being considered.



2. Employees may be refused renewal of employment, discharged, or terminated only in accordance with law.
3. Employees may be suspended, reprimanded, disciplined, or have their pay reduced only for good and just cause.
  - a. If action is taken to discipline and/or reprimand in writing, the employee shall be notified of the action and reason(s) therefore and shall have the right of appeal as provided in Level Two, if requested within ten (10) workdays after the action is taken.
  - b. If action to suspend or reduce pay is taken, the employee shall be notified and, upon request, have the right to notification in writing with reason(s) therefore and shall have the right of appeal as provided in Level Two, if requested within ten (10) workdays after the action is taken.
  - c. Any employee suspended shall be suspended with pay until determination of the action to be taken is made. If it is determined, following the investigation, that loss of pay to the employee is warranted, such reduction shall become effective retroactive to the first day of suspension.

### **Employment Classifications**

1. In order to qualify and be employed in a teaching position at the school, an applicant should have at least a bachelor's degree and must have a valid teaching certificate/license from the State of New Mexico. Qualifications of the individual are the guiding criteria in employment.
2. All teachers employed by the school shall be employed for the primary purpose of instructing children and/or rendering professional services for which they are certified.
3. Teachers will be employed under contract for less than a full school year when a teaching vacancy will exceed sixty (60) duty days. This provision may be waived upon approval by the State Department of Education.
4. There are three (3) categories of employees:
  - full-time
  - part-time
  - short-term
5. A full-time employee shall be an employee employed to teach a full day for an entire school year.
6. A part-time employee shall be an employee employed to teach less than a full day or less than a full week for an entire school year.
7. Short-term employees shall be defined as employees who accept employment after 9:00 a.m. on the reporting date for employees, employees replacing first-year teachers on leave, employees hired for positions which have a time limitation of one year because of a source of funding other than the school operational budget and employees who do not hold a valid New Mexico teacher's license at the time of employment. Said employees who perform satisfactorily shall be reemployed by the school if they present a valid New Mexico teaching license or an approved plan for completion of licensure requirements by May 1. If the requirements are not met by August 1, the employee shall not be considered for reemployment.
8. Birth certificates or other suitable proof of date of birth, New Mexico teaching certificates/licenses, and college or university transcripts must be filed in the Personnel Office as soon as possible after employment is accepted. In the case of employees who are not new to the system, valid teaching certificates/licenses must be on file. The last paycheck in October and subsequent checks will not be issued to the employee until such time as the required data is filed in the Personnel Office or evidence is given that the employee is making a bona fide effort to secure the information.
9. All employees are reemployed for the next school year unless notified at least 15 workdays prior to the last day of the school year.
10. In order to qualify and be employed in an evaluation specialist position or school psychologist position in the school, an applicant must have at least a graduate degree in Special Education or related field from an accredited university or college and be licensed by the State of New Mexico as an evaluation specialist or school psychologist.
11. All evaluation specialists employed by the school shall be employed for the primary purpose of evaluating and placing children in school programs and/or rendering professional services for which they are licensed.

## **Classification and Compensation**

All positions within the school are classified based on duties and responsibilities. The classification of positions is fundamental to the system (note that the positions, rather than the capabilities of the employees filling the positions, are classified). A job class comprises a group of positions sufficiently similar to each other in duties and responsibilities that the same requirements of ability, training or experience and the same salary range and title may be applied by all departments for hiring purposes.

All positions are classified as either regular full-time, part-time, or short term. They are also classified as either exempt or non-exempt. Certain policies and procedures in the handbook may apply differently to each classification.

**Exempt employees:** These include administrators, business managers, teachers, counselors, social workers, and others whose job duties exempt them from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws.

**Non-Exempt employees:** By law, certain types of jobs entitle an employee to overtime pay for hours worked in excess of forty (40) hours per work week. These employees are classified as “non-exempt” meaning they are not exempt from (and should receive) overtime pay.

**Full-Time Employees:** An employee who works 40 hours per week is considered a full-time employee, eligible for all benefits described in the handbook at the State-mandated contribution rate.

**Part-Time Employees:** An employee who is regularly scheduled to work less than 40 hours per week. If you are working more than 20 hours per week but less than 40 hours per week, you are eligible for all employee benefits at the State-mandated contribution rate. If you are working more than 15 hours but less than 20 hours per week, you may be eligible for some of the employee benefits described in the handbook but are automatically eligible for the basic life insurance coverage provided by 21<sup>st</sup> Century Public Academy.

## **Employee Background Check**

21<sup>st</sup> Century Public Academy shall require background checks, based upon fingerprint identification, of all prospective employees.

Employees shall, as a condition of employment, submit to and clear a background check every two years after their initial hire date in addition to the completed HB-128 survey and employee questionnaire.

All contractors who may have unsupervised access to students must submit evidence of current background check clearance.

21<sup>st</sup> Century Public Academy shall require background checks, based upon fingerprint identification of all volunteers who may have unsupervised access to students. Background check clearance of volunteers who may have supervised access to students shall be valid for two years at which time the volunteer shall submit to and clear a new background check and renewed every 2 years.

Additionally, employees are required to self-report, to a designated administrator any known arrest, charge and/or conviction of criminal offense within in 5 days of conviction.

## **Immigration Law Compliance**

All offers of employment are contingent upon verification of the employee's right to work in the United States. The prospective employee will be asked to provide original documents verifying their right to work and as required by federal law, to sign Federal Form I-9, Employment Eligibility Verification Form. If at any time the employee cannot verify their right to work in the United States, 21<sup>st</sup> Century Public Academy may be obliged to terminate employment.

## **Religious Accommodations**

Occasionally individuals have religious beliefs or practices that may conflict with their work schedule or responsibilities.

21<sup>st</sup> Century Public Academy will attempt to provide a reasonable accommodation for religious beliefs and practices, if it does not impose an undue hardship for the school or does not interfere with the employee's ability to perform the essential functions of their position. Any request for accommodation for religious reasons should be submitted in writing directly to the Principal.

## **Health Examinations**

21<sup>st</sup> Century Public Academy reserves the right to require an employee's participation in an examination to determine the employee's ability to perform his/her essential job functions with or without reasonable accommodations.

## **Conflict of Interest**

Employees are prohibited from using confidential information acquired by virtue of their association with the school for their individual or another's private gain. Employees are prohibited from requesting 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.

## **Progressive Discipline Process**

The principal may use a number of tools to motivate, correct, and/or discipline employees, including, but not limited to warnings, suspensions, and termination, as determined to be appropriate in each individual circumstance. Under some circumstances, managers may follow the principles of progressive discipline. There may be other situations where the seriousness of the offense justifies the omission of one or more of the steps in this process. Likewise, there may be times when the school may decide to repeat a disciplinary step.

## **Administrative Leave Pending Possible Disciplinary Action**

If an employee is suspected of violating the school's policies, procedures, or work rules, he/she may be placed on administrative leave with pay pending an investigation of the situation.

## **Personnel Records and Administration**

The task of handling personnel records and related personnel administration functions at 21<sup>st</sup> Century Public Academy has been assigned to the Personnel Office. Questions regarding insurance or wages may be directed to the Budget Office and interpretation of policies may be directed to the SUPERINTENDENT.

## **Employee's Personnel File**

Keeping personnel files up to date is important. Pay, deductions, benefits and other matters may be affected. If there is a change in any of the items listed below, an "**Employee Change**" form must be completed and submitted to the Personnel Office.

- Legal name
- Home address
- Home telephone number
- Emergency contact
- Number of dependents
- Marital status
- Change of beneficiary

- Military or draft status
- Exemptions on W-4 tax form
- Training Certificates
- Evaluations
- Professional License

Upon experiencing a family status change, employees are required to notify the Budget Office within 30 days for benefit modifications. Information kept in the employee's personnel is available for inspection by the employee. Employees may request and receive copies of all documents they have signed. Requests may be made through the Personnel Office.

### **Employee's Medical Records File**

All employee medical records will be kept in a separate confidential file. 21<sup>st</sup> Century Public Academy maintains this information in accordance with all state and federal privacy laws.

## **COMMUNICATIONS**

Successful working conditions and relationships depend upon successful communication. Employees need to stay aware of changes in procedures, policies, and general information, as well as to communicate, in an appropriate manner, ideas, suggestions, personal goals or problems as they affect working conditions. In addition to the exchanges of information and expressions of ideas and attitudes which occur daily, employees must be aware of 21<sup>st</sup> Century Public Academy methods of communication, including this Employee Policy Handbook, bulletin boards, discussions with administration, memoranda, staff meetings, newsletters, training sessions, and school e-mail. Employees will receive other information booklets, such as insurance booklets, from time to time. Employees are encouraged to familiarize themselves with the information in these booklets. In addition, employees may receive letters from 21<sup>st</sup> Century Public Academy. There is no regular schedule for distribution of this information. The function of each letter is to provide the employee with interesting news and helpful information regarding events at 21<sup>st</sup> Century Public Academy.

## **WORK SCHEDULE**

### **School Year**

With the exception of ancillary service personnel, the school year shall consist of the school calendar as approved by the State Department of Education. The school year is based upon a calendar with the understanding that the calendar is subject to emergency changes, but such changes made by the school shall not affect the total number of workdays required.

### **Duty Day**

With the exception of ancillary service personnel, the duty day for employees starts fifteen (15) minutes prior to students arriving at school and ends twenty (15) minutes after the release of students. The duty day shall be a continuous period of time and defined by the approved calendar. The duty day shall be defined as 8:00 a.m. to 3:30 p.m., Monday, Tuesday, Thursday and Friday. 8:00 am to 4:00 pm Wednesday.

1. The principal shall have the authority to permit divergence by individual employees from the duty day by mutual agreement. This divergence can apply to time on registration days for employees to register their own children if such divergence will not hinder registration at the employee's worksite.
2. Lengthening of the duty day shall not exceed two (2) hours for any individual employee in any twenty (20) day period. This lengthening shall normally occur after a minimum of forty-eight (48)

- hours notice, excluding non-teaching days, prior to the additional duty time.
3. 21<sup>st</sup> Century Public Academy may utilize an additional forty-eight (48) hours annually for collaboratively planned staff development activities.
  4. Attendance at activities outside of the regular school day is normally the voluntary professional responsibility of employees. However, as part of that responsibility, employees will be required to attend registration, Ice Cream Social, Fall Festival, Spring Fling and Department Annual Events. Employees unable to attend shall give reasonable notice of their intended absence to the principal and arrangements to compensate for the time missed.
  5. Employees shall not normally be required to notify the principal of their arrival or departure from the school unless they are late or leaving early. Employees desiring to leave the school area during the duty day may do so with prior notification and approval of the principal and must sign out when departing and in when returning. Leave time will be accumulated in hourly increments.
  6. The responsibility of the employee to be available for conferences with parents is recognized as an employee's professional responsibility. The teacher is responsible for arranging the conferences.

### **Professional Development**

1. 21<sup>st</sup> Century Public Academy recognizes that they have a basic responsibility to provide opportunities for the development of those entering the teaching profession and the continual development of the staff.
2. 21<sup>st</sup> Century Public Academy may make use of a regular school day for the purpose of in-service programs/training without the students in attendance.
3. In-service days so identified by the 21<sup>st</sup> Century Public Academy that have the effect of extending the annual calendar as approved by the State Department of Education may be compensated for at no less than the rate paid degreed substitutes. Participation for such days shall be voluntary.

### **In-Service**

Absences on in-service days must be approved by the principal with 3 days prior notice. Absences will be charged as personal time off (PTO). If no personal leave is available, the absence(s) will be charged as leave without pay.

### **Alternative Schedules**

1. Schools may schedule minimum days for staff development, which is designed collaboratively by site administration and staff, planning, and/or conducting parent-teacher conferences. Minimum days shall be at least one-half (1/2) of the school's regular day plus the lunch period for students. Teaching time will not be made up provided that schools are in compliance with instructional time as defined by the State Department of Education. These may be scheduled by the school at least four (4) minimum days each year.
2. An abbreviated day is defined as a day when schools cannot be opened for the full regular schedule due to extreme cold, severe snow or other emergency.

### **Severe Weather and Emergency Conditions**

In the event of severe weather conditions or other emergencies, the school may decide to close for the remainder of the day. Regular employees who are sent home early will not lose pay because of early dismissal for this reason. *Abbreviated Day Schedule* is a shortened school or workday that begins two *hours later* than the regular schedule but ends at the regular time. The most common use of the abbreviated day schedule occurs when severe weather causes street conditions that would endanger the safety of students and employees on their way to school. An abbreviated day schedule is announced on the local news media, generally by 6:30 a.m. On mornings when weather conditions are severe, employees should listen to the radio or watch television for announcements concerning the school schedule. Following the announcement of an abbreviated schedule, weather conditions may worsen to the point that it is necessary to close the school. This announcement will be made to the local media at

approximately 9:00 a.m.

### **Teacher Absence/Substitute**

21<sup>st</sup> Century Public Academy shall make every effort to provide a certified substitute teacher when necessary, during the absence of a teacher. Whenever a teacher is going to be absent, regardless of whether a substitute teacher is required, the teacher is required to notify the office manager. Such call should be made before 6:30 a.m. on the day of the absence or earlier. When absent, teachers shall provide lesson plans, instruction, and classroom management information for substitute teachers. Substitutes shall be responsible for carrying out the lesson plans and instruction provided by the absent teacher and shall exercise proper classroom management. **Note:** *Information on the types of leaves offered and their qualification criteria are included in the "Leaves" section of this Employee Policy Handbook.*

### **Preparation Time**

All employees on the teachers' salary schedule shall have a minimum of 200 minutes for preparation and planning within the duty week. Additional preparation time free from specific duty assignments that is not part of this policy shall be mutually agreed upon by the teacher(s) and the principal through a collaborative process. Every effort shall be made to encourage coordination of preparation time for teachers involved in teaming, integration, or inclusion programs.

## **FUNDRAISING**

No member of the staff may engage in any sales promotion or selling on the school premises unless such promotion or sale has been approved in advance by the principal and written notification must be supplied to the staff. Fundraising activities shall not interrupt or interfere with the instructional program unless agreed to by the principal and faculty. Information regarding proceeds from fund-raising activities, planned expenditures and/or the availability of funds for staff use shall be made available to staff members upon request.

## **STUDENT DISCIPLINE**

1. The Principal shall provide reasonable support and assistance to teachers as described in the Parent/Student Handbook so they can maintain control and discipline while engaged in their duties and responsibilities. It is essential for the school staff to establish means for obtaining the cooperation of parents of students involved in discipline problems.
2. A positive disciplinary program shall be continued throughout the school. Each teacher shall be given a copy of the school's disciplinary policy as developed and/or modified by the Discipline Committee.
3. The principal has the primary responsibility for administering the school's discipline policy. In accordance with the school's discipline policy, the teacher is responsible for maintaining a good social environment among those students under the teacher's responsibility at any given time and for sharing with the other staff members the responsibility for school-wide behavior.
4. The teacher shall receive assistance from the principal when a disciplinary problem is beyond the control of the teacher or when the teacher believes it is necessary.
5. The teacher may temporarily dismiss a student from class to the principal when the student's behavior is disruptive to the point of impeding learning by the other students and after efforts have been made to correct the problem in accordance with the school's disciplinary practices.
6.
  - a. The teacher shall furnish to the principal in writing full details of the incident including the efforts that have been made to correct the problem and whether or not the student may be returned to class prior to a conference between the teacher and the principal.
  - b. Before the principal returns the student to the classroom, the principal shall inform the teacher of the corrective measures taken.
  - c. In cases of extreme or chronic student disruption to a classroom, the teacher may call a case conference with the principal, parents, and others, as necessary, for the purposes of discussing the problem and determining and initiating corrective measures. If requested, the student will not be returned to the classroom until such corrective measures have been

initiated or unless the due process rights of the student would be violated.

7. Whenever it appears that a student needs professional attention beyond the scope of the individual school, the teacher shall inform the principal in writing so that reasonable steps can be taken.
8. A teacher may use reasonable force to repel a personal assault or one upon any other person. Any case of assault shall be promptly reported to the principal and by the principal. The school shall provide the necessary support to a teacher who is subjected to or charged with an assault during the course of one's duties, providing the teacher was acting in a reasonable manner and the actions were justifiable under the law, the Code of Ethics of the education profession, the terms and provisions of this policy, and regulations of the 21<sup>st</sup> Century Public Academy.
9. Corporal punishment, which is defined as any disciplinary action taken by school personnel with the intention of producing physical pain, shall not be used as a disciplinary measure at 21<sup>st</sup> Century Public Academy. Disciplinary consequences of unacceptable pupil behavior will be aimed toward assisting students in the development of constructive personal and social behavior. Consistent with the Code of Ethics of the education profession, school staff members will "deal justly and considerately with each student."
10. Whenever possible, an officer shall initiate a complaint arising from criminal acts occurring on school property. It shall be the responsibility of any teacher witnessing such acts to provide all information to the principal.
11. A teacher shall be informed of any complaint to the principal by a parent concerning the disciplinary action taken by the teacher regarding a child.

### **Incident Reports/Personal Security**

1. The school shall establish procedures for reporting student accidents on the school premises or at school-related events in which an employee is in any way involved. All parties shall receive a copy of the report if requested.
2. If an incident involves damage or loss to an employee's property, intentional or unintentional, an employee's request for notification of law enforcement authorities shall be honored.
3. Whenever an employee is involved in activities being conducted beyond normal hours or duty day, a system of security shall be available to promote safe conditions for all concerned. Employees shall be provided information needed to use the alarm system.

## **ACADEMIC ISSUES**

1. Without minimizing the importance of generally accepted issues, in an atmosphere free from bias and prejudice, the school agrees to foster dispassionate, unprejudiced, scientific studies of academic issues.
2. The teacher shall serve as an impartial moderator and shall not attempt either directly or indirectly to limit or control the opinion of one's student on the academic issues. It is the intent of this policy that the teacher shall foster the study of such issues rather than teach particular viewpoints in regard to them.
3. Freedom to teach is essential to the accomplishment of the school's goals. Therefore, teachers have the right and responsibility to exercise their professional judgment, within the limits of the above guidelines, in initiating and actively pursuing consideration of academic issues.
4. Teachers must inform the front office of guest speakers prior to these speakers appearing in their classrooms as well as checking in with the office at the time of their visit.
5. A method of involvement of teachers shall be provided at the school when complaints are received on issues that fall within Article 8,F. A copy of recommendations made at the school level shall be provided to the Council.

### **Report to Parents**

Teachers are responsible for evaluating student progress and interpreting grades or reports given. If a student is not assigned to a teacher, a professional staff member shall be responsible for the grade. A school system of grading and reporting shall be established using progress report forms which are part of this policy. Parent conferences and issuing of report cards will not occur until after at least one workweek (5 workdays) after the reporting period has ended.

## **PUPIL TRANSPORTATION**

Employees shall not be required to transport pupils to activities which take place away from the school building. Employees may do so voluntarily, however, with the advance approval of the principal. The employee's insurance is primary when transporting students.

## **WAGE AND SALARY POLICIES**

### **Compensation Philosophy**

The goal of the 21<sup>st</sup> Century Public Academy compensation program is to attract qualified applicants and encourage well-performing employees to stay at the school. With this in mind, the compensation program is built to balance both employee and school needs. The school will prioritize its expenditure of resources to achieve a competitive compensation position in public education in the local area market. As a long-term commitment, the school shall work toward achieving a competitive position in the regional and national market. The school will work toward the implementation of compensation programs that provide individual employees the opportunity to be rewarded for aspects of their work such as level of responsibilities, experience, and quality of performance. 21<sup>st</sup> Century Public Academy applies the same principles of equity to all employees, regardless of organizational level, race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law.

### **Basis for Determining Pay**

The 21<sup>st</sup> Century Public Academy Governance Council adopts a salary schedule each year that is based upon education and experience and complies with current legislative policies.

### **Paycheck Schedule**

The payroll period is designated as bi-monthly. The first pay period begins at 12:00 a.m. on the 1<sup>st</sup> day of each month and ends at 11:59 p.m. on the 15<sup>th</sup> day of each month. The second pay period begins at 12:00 a.m. on the 16<sup>th</sup> day of each month and ends at 11:59 p.m. on the last day of each month. Each paycheck reflects compensation for that pay period, less required deductions. If an employee is hired after a payroll deadline, his/her first paycheck will be delayed until the next payday after the employee's start date. Subsequent paychecks are issued bi-monthly or 24 times per year for full-year employees. If an employee does not receive a paycheck or believes that any amount on the check is in error, they should notify the Payroll administrator immediately.

### **Salary Schedule**

The 21<sup>st</sup> Century Public Academy Governance Council adopts a salary schedule based upon the school's annual budget. All licensed employees' salaries will be based upon the New Mexico Public Education Department's mandated three-tier licensure and salary schedule for teachers.

### **Salary Increases**

All salary increases will be based upon the New Mexico Public Education Department's mandated three-tier licensure and salary schedule and the individual's qualifications.

### **Direct Payroll Deposit**

Direct payroll deposit is the automatic deposit of pay directly into an employee's account through a financial institution. Employees must contact the Payroll administrator for details and the necessary authorization forms for direct deposit. 21<sup>st</sup> Century Public Academy all employees must use this benefit.



### **Mandatory Deductions from Paycheck**

21<sup>st</sup> Century Public Academy is required by law to make certain deductions from each employee's paycheck. Among these are federal, state, and local income taxes and other contributions required by law such as Social Security and New Mexico retirement. These deductions will be itemized on the check stub. The amount of the deductions will depend on earnings and on the information furnished on the employee's W-4 form regarding the number of exemptions claimed. If an employee wishes to modify this number, he/she must request a new W-4 form from the payroll administrator. Only the employee may modify the W-4 form. *Verbal or written requests are not sufficient to modify withholding allowances.* 21<sup>st</sup> Century Public Academy advises all employees to check their pay stub to ensure that it reflects the proper number of withholdings. The W-2 form received by employees annually reflects the amount of earnings deducted for these purposes. Any other mandatory deductions, such as court-ordered garnishments, will be explained to the employee whenever the school is ordered to make such deductions.

### **Error in Pay**

Every effort is made to avoid errors in paychecks. If an employee believes an error has been made, he/she must notify the payroll administrator immediately. The payroll administrator will take the necessary steps to research the problem and to assure that any necessary correction is made promptly.

### **Overpayment of Earnings**

Any employee who thinks they have been overpaid must contact the payroll administrator immediately. Any overpayment must be returned to the school in full upon request by the payroll administrator.

### **Records of Time Worked**

By law, 21<sup>st</sup> Century Public Academy is required to keep accurate records of the time worked by nonexempt employees. This is done by written documentation provided by the employee. It is the employee's responsibility to keep accurate records of their time worked. No one may record hours worked on another's time record. Tampering with another's time record is cause for disciplinary action, up to and including possible termination, of both employees. Errors in recording of time must be reported to the payroll administrator immediately.

### **Wage Garnishments**

If a court orders the school to take deductions from an employee's paycheck, the employee will be notified prior to the deduction.

### **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 by the principal **prior to performing the work**. Failure to obtain prior authorization may result in disciplinary action. For purposes of determining overtime pay, the work week is designated from 12:00 a.m. Monday until 11:59 p.m. Sunday.

### **Compensatory Time**

21<sup>st</sup> Century Public Academy may award compensatory time off at the discretion of the principal to employees represented by the administrative calendar. Compensatory time must be approved in advance by the principal or SUPERINTENDENT.

## **BENEFITS**

21<sup>st</sup> Century Public Academy is committed to sponsoring a comprehensive benefits program for all eligible employees. All benefits are provided through The New Mexico Public School Insurance Authority (NMPSIA) which is required by law. We will comply with all rules and regulations regarding benefits as determined by NMPSIA. 21<sup>st</sup> Century Public Academy will periodically review the benefits program and may make modifications as appropriate. 21<sup>st</sup> Century Public Academy reserves the right to modify, add or delete the benefits it offers. It is 21<sup>st</sup> Century Public Academy's commitment to carefully review the benefit plans available and to select plans that provide the best coverage for employees. Refer to the literature provided by insurance companies for details on health/dental benefits.

### **Eligibility for Benefits**

Full-time employees are eligible to receive all the benefits described in this Employee Handbook as soon as eligibility requirements are met for each particular benefit. Benefits coverage is available to employees and dependents as defined in the benefit summary plan descriptions. Part-time employees are eligible to receive those benefits specifically required by law, provided that they meet the minimum requirements set forth by law and in the benefit plan(s). Short-term employees may be eligible for benefits when first hired and may not be eligible in subsequent years, even if re-hired.

### **Group Insurance**

21<sup>st</sup> Century Public Academy is dedicated to the health and well being of employees and their families. Accordingly, a comprehensive quality insurance program is available. An employee becomes eligible for coverage on the 1<sup>st</sup> day of the month following the date of hire. The following benefits are provided, as defined, and limited in the literature provided by insurance company:

- Medical Care Coverage
- Dental Care Coverage
- Vision Care Coverage
- Group Term Life Insurance
- Long Term Disability

### **Health, Dental and Life Insurance**

As an employee of 21<sup>st</sup> Century Public Academy, eligible employees have the opportunity to enroll themselves and their eligible dependents for group insurance coverage. The coverage includes health, dental and life insurance. Costs are shared by 21<sup>st</sup> Century Public Academy and employees who elect to enroll. 21<sup>st</sup> Century Public Academy shall pay such percentage as required by applicable state law. Employees who enroll for coverage may elect to pay their health and dental premiums on a pre-tax basis through the Pre-tax Insurance Premium Plan (PIPP). Persons who retain coverage during a period when they do not receive a 21<sup>st</sup> Century Public Academy paycheck, or if a paycheck is not large enough to accommodate payroll deduction of premiums, must contact the Insurance & Benefits Office to arrange for payment. Although the Council intends to continue these plans indefinitely, the Council reserves the right to amend or terminate these plans at any time. This right of amendment/termination shall apply equally to all participants, including retirees. According to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, in the event of termination of employment with 21<sup>st</sup> Century Public Academy or loss of eligibility to remain covered under our group health insurance program, the employee and eligible dependents may have the right to continued coverage under the health insurance program for a limited period of time at the employee's own expense. Consult the Insurance and Benefits Office for details.

### **Eligibility**

1. Regular employees normally assigned to work 30 hours or more per week are eligible to enroll for group insurance coverage. Dependent coverage is available only if the employee enrolls for coverage.
2. The eligible employee's legal spouse, as recognized by New Mexico law, is eligible for coverage. A divorced spouse is eligible for coverage only when such coverage is required by court order. An employee does not have the authority to offer benefits to a divorced spouse. A divorced spouse does have the opportunity to continue benefits pursuant to the Consolidated Omnibus Budget

Reconciliation Act (COBRA) of 1985.

3. An enrolled employee's dependent children are eligible for coverage until age 26.
4. Dependent children include the employee's biological children, stepchildren residing with the employee (non-resident stepchildren may be eligible if coverage is required by court order), adopted children, and children for whom the employee is legal guardian.

Eligibility for group insurance benefits commences on the first day of the month coincident with or next following date of hire. (Date of hire is the first day of regular employment at 30 or more hours per week for which the employee is compensated.)

## **Enrollment**

1. The employee is responsible for timely enrollment. Enrollment must be complete within 30 calendar days from the eligibility date. All required enrollment application forms and supporting documentation must be completed and received in the Insurance and Benefits Office within the 30 calendar-day period.

0. All newly acquired dependents, including newborn children and spouses, must be enrolled through the Insurance and Benefits Office within 30 calendar days of becoming eligible. Enrollment is not automatic for any newly acquired dependent. Please contact Insurance and Benefits Office within 30 days of a dependent's initial coverage eligibility date.

1. Each new eligible employee receives an insurance enrollment packet containing instructions, a description of the plans available and enrollment applications. The employee must complete and return these forms so that they are received in the Insurance and Benefits Office within the 30-calendar day period. To enroll eligible dependents, verification of dependent eligibility is required: a marriage certificate for a spouse and birth certificates for children. To enroll adopted children or children for who the employee is legal guardianship, a copy of the adoption papers or legal guardianship papers must be submitted at the time application for coverage is made. Without such documentation, an application is not considered to be complete. Failure to provide all supporting documentation during the initial eligibility period will prevent enrollment of the affected dependent until the next eligibility period.

2. Coverage is effective on the first day of the month coincident with or next following receipt of the completed applications in the Insurance and Benefits Office. For example: an employee hired on April 10 is eligible for coverage on May 1, provided the required applications are received in the Insurance and Benefits Office on or before May 1. If the completed applications are submitted after May 1, but before the end of the 30-calendar day enrollment period of May 31, coverage is effective on the first day of the month coincident with or next following receipt of the completed applications in the Insurance & Benefits Office. Applications received after May 31, will be refused, and the eligible employee may enroll only during an open enrollment period, or in the event of a family status change, such as the employee's marriage, divorce, birth or adoption of a child, death of spouse or dependent, or change in spouse's employment (terminated, laid off, start of a new job).

3. Eligible employees who elect not to enroll during the initial 30-calendar day enrollment period may enroll only during an open enrollment, or in the event of a family status change, such as the employee's marriage, divorce, birth of a child or adoption of a child, death of spouse or dependent or change in spouse's employment (terminated, laid off, start of a new job).

4. Newly acquired dependents that are not enrolled within the initial 30-calendar day eligibility period may be added to the employee's medical and dental coverage during the next switch enrollment period.

5. Coverage ends on the last day of the month in which an enrolled employee and/or dependent ceases to work or ceases payment of insurance premiums.

6. An eligible employee who has coverage under a spouse's group insurance plan may waive 21<sup>st</sup> Century Public Academy coverage. If the spouse loses coverage involuntarily (e.g., through a lay-off or carrier change), the 21<sup>st</sup> Century Public Academy employee may apply for 21<sup>st</sup> Century Public Academy coverage within 30 calendar days from the date coverage under the spouse's plan ended. A letter from the spouse's employer on the employer's letterhead is required and must specify which persons were covered, under which specific plans they were covered, and the date on which coverage ended. This letter and all required enrollment applications must be received in the Insurance and Benefits Office within the 30-calendar day period. Coverage is effective on the first day of the month coincident with or next following receipt of completed applications and supporting documentation.

If timely application is not made to the 21<sup>st</sup> Century Public Academy group insurance plans, the employee may enroll only during a subsequent open enrollment, or in the event of a family status change such as the employee's marriage, divorce, birth or adoption of a child, death of a spouse or dependent, or change in spouse's employment (terminated, laid off, start of a new job).

### **Disenrollment from Medical, Dental and Life Insurance**

1. An enrolled employee may disenroll at the end of any month.
2. Dependent children are no longer eligible for coverage at the end of the month in which the dependent turns 26 years of age.
3. Divorced spouses are no longer eligible for coverage the end of the month the divorce was finalized and filed. Final decree must be sent to the Benefits Office within 30 calendar days.
4. Employees are not authorized to offer extended coverage to ineligible dependents, including divorced spouses. All benefit charges incurred by ineligible dependents will be the responsibility of the employee.
5. Participants who cease to be eligible for coverage under the plans may be eligible for continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985. Conversion to an individual policy may also be available.

### **Disenrollment from PIPP (Pre-tax Insurance Premium Payment)**

PIPP is governed by Section 125 of the Internal Revenue Code, which prohibits such disenrollments during a plan year, unless the employee incurs a specified qualifying change in family status. Before enrolling in another employer or government plan of benefits, please verify that you will be able to discontinue your 21<sup>st</sup> Century Public Academy coverage; otherwise, you may have to pay for two plans until the next switch enrollment.

### **Switch Enrollment**

Each year, employees ALREADY ENROLLED for 21<sup>st</sup> Century Public Academy medical and/or dental coverage may change their coverage(s) to one of the other plans offered. Switch enrollment does not pertain to employees who are not already enrolled for 21<sup>st</sup> Century Public Academy.

1. Employees must register their switch enrollment elections at the Benefits Office during the specified period. Changes made during switch enrollment are effective at the beginning of the next plan year.
2. Eligible employees may also enroll/disenroll for PIPP participation during the switch enrollment period; elections are effective at the beginning of the next plan year.
3. Participating employees may add eligible dependents during switch enrollment. Please provide marriage or birth certificates.

### **Non-contributory Life Insurance**

All regular full-time employees of 21<sup>st</sup> Century Public Academy, except temporary employees, are covered by Group Life Insurance, at no cost to the employee. This insurance is payable in the event of the employee's death, in accordance with the policy, while the employee is insured. The employee may change their beneficiary by submitting the appropriate documents to the Benefits Office.

### **Contributory Life Insurance**

Additional life insurance for the employee and their dependents is also available to regular full-time employees but excluding temporary employees. Please refer to the life insurance booklet. Beneficiary information is needed, and it is the responsibility of the employee to provide current information.

### **Retirement Savings B 403(b)**

A voluntary tax-deferred retirement savings plan permitted under Internal Revenue Code Section 403(b) is available to all 21<sup>st</sup> Century Public Academy employees. 21<sup>st</sup> Century Public Academy does not endorse a provider or product and is not responsible for any investment gain or loss. Employees are responsible for

making provider elections, seeking investment advice, and meeting regulatory requirements. All contributions are pre-tax and require a salary reduction agreement to be completed and returned to the Benefits Office by the 20<sup>th</sup> of a month, to be effective the first of the following month. (Note: 403(b) plans were formerly known as tax-sheltered annuities.)

### **Government Required Coverage**

1. **Workers' Compensation:** All employees are entitled to Workers' Compensation benefits that provide income if work is missed due to an on-the-job injury. An on-the-job injury is defined as an accidental injury suffered in the course of work, or an illness that is directly related to performing assigned job duties. This job-injury insurance is paid for by 21<sup>st</sup> Century Public Academy. If an employee cannot work due to a job-related injury or illness, Workers' Compensation insurance pays medical bills and provides a portion of the employee's income until he/she can return to work. All injuries or illnesses arising out of employment must be reported to a supervisor immediately. Prompt reporting is the key to prompt benefits. Benefits for job related injuries or illnesses are automatic, but nothing can happen until the employer knows about the injury. Employees are encouraged to report every injury, no matter how slight. Workers' Compensation payments for lost wages aren't made for the first seven days of lost time due to an on-the-job illness or injury. Employees returning to work after being absent due to a work-related injury must report to their supervisor prior to beginning work and must bring a doctor's clearance for returning to work.

2. **Unemployment Compensation:** Depending upon the circumstances, employees may be eligible for Unemployment Compensation upon termination of employment with 21<sup>st</sup> Century Public Academy. Eligibility for Unemployment Compensation is determined by the Division of Workforce Solutions of the state Department of Labor. 21<sup>st</sup> Century Public Academy pays the entire cost of this insurance program. Unemployment compensation is designed to provide employees with temporary income when they are out of work. For a claim to be valid, an employee must have a minimum amount of earnings determined by The State and must be willing and able to work. The employee should apply for benefits through the local State Unemployment Office as soon as he/she becomes unemployed.

3. **New Mexico Retirement Plan:** 21<sup>st</sup> Century Public Academy has a retirement plan to provide 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 the date of hire***. 21<sup>st</sup> Century Public Academy and the employee are required by State law to contribute to this retirement plan operated by the Education Retirement Board in Santa Fe. The details regarding 21<sup>st</sup> Century Public Academy and employee contributions, vesting, administration, and investments are provided in the Summary Plan Description, made available through the Education Retirement Board.

4. **Social Security:** In accordance with the applicable federal law, all employees are required to participate in and contribute to Social Security. 21<sup>st</sup> Century Public Academy also makes a mandatory matching contribution on behalf of employees. Contribution levels are established by law and are subject to change. Only those employees who waived participation in December of 1962 are exempt from the participation requirement. To obtain information about Social Security and related programs, you may contact the local Social Security office.

## **PERFORMANCE REVIEWS AND EVALUATION PROCEDURES**

### **Performance Reviews**

Because 21<sup>st</sup> Century Public Academy wants employees to grow and succeed in their job, formal reviews are conducted periodically. New employees may be reviewed near the end of their Introductory Period. A review may also be conducted in the event of a promotion or change in duties and responsibilities. It is 21<sup>st</sup> Century Public Academy's goal that each employee receives a performance review at least once a year.

### **Evaluation Procedures**

21<sup>st</sup> Century will follow and comply with the current teacher evaluation system and guidelines provided by the New Mexico Public Education Department.

## **Compensation Reviews**

In addition to individual job performance reviews, 21<sup>st</sup> Century Public Academy conducts a review of job descriptions to insure that 21<sup>st</sup> Century Public Academy is fully aware of any changes in the duties and responsibilities of each position, and that such changes are recognized and adequately compensated. Periodic reviews of market rates of pay are also conducted to insure 21<sup>st</sup> Century Public Academy's pay scales are competitive.

## **LEAVES**

Both paid and unpaid time off may be granted to eligible employees, according to the following leave policies. Please consult the principal for further information.

### **General Provisions**

1. Regular fulltime employees can accumulate 10 days of paid leave per year. Part time employees are compensated according to their contract time, i.e. .5 staff accumulate leave at a .5 allocation.
2. The immediate family of an employee is the spouse, child, grandchild, parent, sister, brother, grandparent, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, others who reside in the same household with the employee, or a person in loco parentis.
3. An employee who believes an improper reduction in pay has been made under the Leave section of this policy, shall have ten (10) days after receipt of the check in which the reduction appeared to initiate a grievance as provided in the Grievance Procedure section of this policy.
4. All leaves will be requested through and approved by the Superintendent unless otherwise specified herein.
5. Extended leave of more than ten (10) days, with or without pay, must be requested through the Superintendent.
6. Employees must complete the required Leave Request form and receive the necessary approval before the leave may be taken.
7. When an employee becomes ill or is injured on the job, FMLA leave begins at the time of inability to continue work, to the nearest half hour.
8. 21<sup>st</sup> Century Public Academy will continue to pay its share of insurance premiums for employee coverage and dependent coverage up to a maximum of one year while the employee is on an approved unpaid leave of absence. If leave is extended beyond one year, the employee is responsible for paying the total premiums. Failure to do so will result in loss of coverage. Employees must consult with the Benefits Office to set up a payment schedule.
9. All leave days are based upon the number of hours in the duty day.
10. All leave will be deducted from the accrued leave on an hourly basis. i.e., 30 minutes of time off will result in a full hour being deducted from the accrued leave. Any time used that exceeds the accrued or other leave will result in loss of pay at the daily/hourly rate.

### **Assault Leave**

An employee shall not be charged for time lost, up to twenty (20) duty days, resulting from physical injuries caused by an assault while carrying on the duties and responsibilities as an employee. Assault shall mean an intentional act which causes an injury. Any employee assaulted shall report the incident to the principal immediately. In the event more than three (3) days are lost as a result of the assault, the employee shall submit to the principal a physician's certificate attesting to the injury. The officers reserve the right to have the employee examined by a physician chosen from a panel designated by the officers in order to assist the officers in determining the employee's right to receive benefits under this section. Such benefits shall go into effect immediately and remain in effect until such time as it may be determined that the benefits should not have been provided and in which event the employee shall be deducted sick leave or leave without pay if sick leave has been exhausted.

## **Bereavement Leave**

Three (3) days leave with pay will be granted for death in the immediate family of an employee (see "General Provisions" section of this policy document). Time requested exceeding the three days will be charged against the employee's earned personal time off or as leave without pay (if no personal time off remains). Bereavement leave is not cumulative.

## **Court Leave**

Leave with pay shall be granted to any employee called to jury duty. Leave with pay will not be granted to an employee where absence from duty results from such employee bringing action against the Council except on account of physical injuries suffered by the employee while on duty. Leave will be granted to an employee to appear in court to assert or protect one's own interest. For this particular leave, deduction from gross pay shall be made at the agreed substitute rate of pay for each day taken. Leave with pay will be granted to an employee where absence from duty is required by a lawful subpoena to testify in a court proceeding or in an administrative hearing where the issue does not involve asserting or protecting one's own interest. Application for such leave shall be made to the principal.

## **Paid Leave**

Personal Time Off (PTO) leave may be granted, upon request, to all eligible employees. All eligible employees earn a maximum of 10 days Personal Time Off within the contract year. The first day is earned upon commencement of employment on August 15 and will post on the first payroll at the end of the month. Thereafter, one day PTO leave is earned on the first day of each subsequent month (September through May) and ending on May 1<sup>st</sup> of each contract year and will post on the 15<sup>th</sup> of each month. w

1. It is the employee's responsibility to inform the principal that they will be absent from work due to illness as early as possible.

2. PTO may be used for the purpose of visiting doctors, dentists, or other recognized health care practitioners, as well as for the purpose of tending to a serious illness suffered by a member of the employee's immediate family, in the event the illness requires the employee's personal time and attention. (Refer to "Illness in Immediate Family" for more information.)

3. Physician's Certificate: Classified and Certified Employees may be required to submit a physician's certificate to the principal when they are absent four (4) or more consecutive days and/or absent on a Friday and the following Monday.

4. A maximum of 5 days unused paid PTO leave may be carried forward to the following year and a maximum of 15 days unused PTO days may be accumulated in total. Accumulated PTO leave is not considered an asset and will not be paid out upon the termination or resignation of an employee.

5. In case of an illness which exceeds the employee's paid leave, the employee must submit a written notice to the Benefits Office indicating the probable date of return along with a verifying physician's statement. Before returning to employment, the employee must submit a physician's release.

6. Inappropriate use of PTO leave may be cause for disciplinary action up to and including dismissal. In the event of an illness or injury that is covered by workers' compensation insurance, this Leave Policy will not apply, but will defer to state statutes.

## **Personal Emergency Leave**

An employee may be granted up to five (5) days leave without pay for business and/or personal reasons having unusual circumstances. Application for leave under this section shall be submitted to the principal at least five (5) days prior to commencement of the leave unless an emergency situation exists.

## **Religious Leave**

An employee will be granted up to two (2) days of leave per year for observance of recognized religious events. Deductions from the gross pay of the employee for this leave shall be made at the agreed substitute rate of pay for each day taken. Application for such leave shall be made to the principal.

## **Quarantine Leave**

Quarantine Leave may be granted to employees who are required to be absent from work due to a quarantine order approved and delivered by occupational health department/authority. This leave will be charged against PTO leave or as directed by the Public Education Department or Department of Health. If the employee is able to provide services during quarantine, then no PTO will be deducted.

## **Professional Leave**

Professional leave is provided for professional development, professional organizational activities, and school-related professional activities. An employee may be granted this leave without loss of pay when (1) serving as a representative of the school or (2) attending conferences, workshops, meetings, seminars, or other activities related to the employee's assignment. Application for such leave shall be made to the principal.

## **Political Leave**

1. Where time spent in a campaign for the purpose of securing a political office will interfere with the duties of the employee, a leave of absence should be requested in writing by the employee/candidate. Such leave shall be leave without pay. The Governance Council shall give written answer to such request for political leave. This leave of absence shall be arranged for a definite period of campaigning. At the conclusion of the leave, the employee shall be immediately returned to the former position held and shall have all benefits accrued as if actively employed.
2. Leave of absence without pay shall be granted for the purpose of holding political office. The employee/officeholder shall request in writing a leave within the framework of this policy and shall receive a written response defining the terms of the leave. The response shall include reinstatement upon termination of the leave and, where applicable, all benefits accrued as if the employee were actively employed.
3. Leave of absence without pay and accrued benefits shall be granted to employees who are elected to full-time, salaried positions. Upon termination of the leave of absence, the employee shall be reinstated in the same or similar position according to the personnel needs of the school.
4. Leave of absence with pay shall be granted to employees who are elected or appointed to part-time, non-salaried positions. The number of days granted to employees under this paragraph will be determined by the principal except that employees elected to the State Legislature will be limited to the number of days for the regular annual session plus ten (10) additional days. Any days granted beyond this number will be without pay. The employee shall maintain the position in the school normally held when not serving in political office.

## **Voting Leave**

Voting leave will be granted to employees who are eligible voters and whose workday begins less than two hours after the polls open and ends less than three hours before the polls close. This leave 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. Employees utilizing this benefit must vote in the election for which they are granted leave. Supervisors will schedule voting leave to ensure department work is covered.

## **Leaves of Absence Without Pay**

**1. Advanced Study/Educational Leaves – An employee** who has been employed under the terms of this Policy by the school for three (3) continuous contract years or more immediately preceding the granting of this leave is eligible for advanced study leave for up to one (1) year. Prior to returning to employment, the employee must provide verification of advanced study by submitting to the principal the following:

- an official transcript indicating the earning of no less than six (6) semester hours per semester or fifteen (15) semester hours for one (1) year, or equivalent, whichever is appropriate; or
- a written record from the employee's supervisory professor(s) stating that activities have occurred substantially equivalent to the above-mentioned requirement.



An advanced study leave may be renewed for up to one (1) additional year provided all requirements are met for each year of leave. Employees returning from advanced study leave who have completed an approved program of studies resulting in their obtaining an additional certification /endorsement shall be granted credit for salary schedule advancement as if the employee had been actively employed. The principal must approve the program of studies prior to the granting of the leave. The program of studies must be related to the position held by the employee or to be held by the employee. A statement as to how the advanced study leave is expected to enhance the employee's ability to enhance their position may be requested by the principal prior to the granting of the leave. Except in unusual circumstances, application for this leave must be submitted thirty (30) days in advance.

**2. Parental Leave** - A parental leave of absence for up to one (1) year shall be granted upon request to an employee for the purpose of childbearing and/or child rearing as follows:

- An employee who is pregnant shall be entitled upon request to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said employee shall notify the principal in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. Such notice will include either a physician's statement certifying her pregnancy and approximate date of delivery or a copy of the birth certificate of her child, whichever is applicable. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her contractual duties. Parental leave if approved will be granted with pay until accrued leave to date has been exhausted. Remaining time will be unpaid leave. Leave time cannot be accrued during unpaid leave.
- A male employee shall be entitled upon request and verification of birth date to a leave to begin at any time between the birth of his child and one (1) year thereafter.
- An employee adopting a child shall be entitled upon request to a leave commencing when custody occurs or prior to receiving custody if necessary, in order to fulfill the requirement of adoption.

**3. Family and Medical Leave** will be granted to employees who have worked for 21<sup>st</sup> Century Public Academy for at least twelve (12) months and who have worked at least 1250 hours in the previous 12 months. This leave is granted without pay for the following reasons:

- To care for a child upon the birth or placement for adoption or foster care of the child.
- To care for a spouse, child or parent who has a serious health condition.
- When the employee has a serious health condition.

In the event of a serious health condition to the employee or his/her child, spouse, or parent, creating a need for unforeseen family or medical leave, the employee must provide notice, as soon as practicable, of any needed time off, and a written doctor's certificate. The certification must include the date on which the health condition occurred, the probable duration of the condition, an estimate of the amount of time the employee needs to be off work to care for the family member or for their own health condition, and confirmation that the nature of the condition warrants them to be away from work.

Employees may request up to twelve (12) weeks of leave in the 12-month period beginning on the first day the Family Medical Leave Act leave is taken. Employees shall be required to give thirty (30) days advance notice in the event of a foreseeable medical treatment. 21<sup>st</sup> Century Public Academy requires employees to give prior notice, to the extent possible, of an expected birth or adoption, as well as an indication, to the extent known, of the employee's expected return date. To facilitate the employee's return to work, two (2) weeks advance notification of the intended return date is required. Failure to do so may delay the return date. All benefits that accumulate on an accrual basis (e.g., PTO leave will cease to accrue during the leave period. Employees may choose to use all accrued leave. Once such benefits are exhausted, the balance of the leave will be without pay. All group health benefits (e.g., medical, life, and dental insurance) will continue during the leave provided the employee continues to make required contributions to these plans. Failure to make such contributions will result in the termination of these benefits. If an employee fails to return to work after FMLA leave, the employee will be held liable for the amount of health insurance premiums paid by 21<sup>st</sup> Century Public Academy during the employee's unpaid FMLA leave. Other benefits, such as pension 403(b), will be governed in accordance with the terms of each benefit's plan. In the case of an employee's own serious health condition, before the employee will be permitted to return from medical

leave, he or she will be required to present 21<sup>st</sup> Century Public Academy with a note from the employee's physician indicating that the employee is capable of returning to work and performing the essential functions of his or her position, with or without reasonable accommodation. Where required, 21<sup>st</sup> Century Public Academy will consider making reasonable accommodation for any disability an employee may have in accordance with applicable laws.

**4. Extended Sick Leave** – An employee who is unable to teach because of personal illness or disability and who has exhausted all available leave shall be granted leave without pay for up to one (1) year. Any request for this leave must state the probable date of return and be accompanied by a verifying physician's statement. If the leave was granted as a result of a work-related injury, the employee may request and shall be granted a one (1) year extension of this leave. Before returning, such employee must submit a physician's release.

**5. Military Leave of Absence** – Full-time employees, who are inducted into the U.S. Armed Forces, will be eligible for re-employment after completing military service, provided:

- They show their orders to their supervisor/ HR as soon as they receive them.
- They satisfactorily complete active-duty service of five years or less.
- They enter the military service directly from employment with 21<sup>st</sup> Century Public Academy.
- They apply for and are available for re-employment within ninety (90) days after discharge from active duty. If they are returning from up to six (6) months of active duty for training, they must apply within thirty (30) days after discharge.

**6. 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, 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 PTO to the leave if they wish. However, they are not obliged to do so.

*An employee is expected to notify their supervisor as soon as they know the date, they will be on duty so that arrangements can be made for a replacement during the absence.*

**7. Personal Leave of Absence** - In special circumstances, 21<sup>st</sup> Century Public Academy may grant a leave for a personal reason, but not for taking employment elsewhere or starting a business. The employee must request an unpaid personal leave of absence from the Benefits Office. A personal leave of absence must not interfere with the operations of 21<sup>st</sup> Century Public Academy. A personal leave of absence may be granted for up to one year. Consult the group insurance booklet to determine insurance coverage during a leave of absence. Failure to return from a leave at the time agreed may result in termination of employment.

### **Insurance Premium Payment During Leaves of Absence**

21<sup>st</sup> Century Public Academy will continue to pay its share of insurance premiums for employee coverage and dependent coverage for a maximum of one year while the employee is on an unpaid leave of absence. If leave is extended beyond one year, the employee will be responsible for paying the total premiums for his/her coverage. Failure to do so will result in loss of coverage. Please consult with the Benefits Manager to set up a payment schedule.

## **SAFETY**

### **General Employee Safety**

21<sup>st</sup> Century Public Academy is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. Maintaining a safe work environment, however, requires the continuous cooperation of all employees. 21<sup>st</sup> Century Public Academy will maintain safety health practices consistent with the needs of our industry. If an employee is in doubt about how to safely perform a job, it is that employee's responsibility to ask a supervisor for assistance. Any suspected unsafe conditions and all injuries that occur on the job must be

reported immediately. Compliance with these safety rules is considered a condition of employment. Therefore, it is a requirement that each supervisor make the safety of employees an integral part of her/his regular management functions. It is the responsibility of each employee to accept and follow established safety regulations and procedures. 21<sup>st</sup> Century Public Academy requires employees to communicate with their supervisor or other administrative personnel regarding safety issues.

### **Lifting**

Employees should ask for assistance when lifting heavy objects or moving heavy furniture. When lifting, an employee should bend at the knees, get a firm grip on the object, hold it close to the body and space the feet for good balance. Lift using the stronger leg muscles, not the weaker back muscles.

### **Materials Handling**

Objects should not be thrown. Flammable items, such as cleaning fluids, should be used with caution. Materials should be stacked only to safe heights.

### **Trash Disposal**

Sharp objects and dangerous substances should be kept out of the trash cans. Items that require special handling should be disposed of in approved containers.

### **Cleaning Up**

To prevent slips and falls, spills should be cleaned up and debris should be picked up immediately.

### **Preventing Falls**

Aisles, workplaces, and stairways must be kept clean, clear and well lighted.

### **Handling Tools**

Employees must exercise caution when handling objects and tools and avoid using broken, defective, or greasy tools. Tools should be used for their intended purpose only. Safety glasses or goggles must be worn whenever a power tool is being used.

### **Falling Objects**

Objects and tools must be stored safely. Heavy objects or glass must not be stored on high shelves.

### **Work Areas**

Cabinet doors, file and desk drawers must be closed when not in use. It is good practice to remove, or pad torn, sharp corners and edges and open only one drawer at a time.

### **Using Ladders**

Ladders must be securely placed. Boxes, chairs or other devices are not intended to be used as ladders.

### **Electrical Hazards**

It is dangerous to stand on a wet floor while using any electrical apparatus. Extension cords must be kept in good repair. Unauthorized connections or repairs are prohibited. Outlets must not be overload outlets.

## **Weapons**

21<sup>st</sup> Century Public Academy believes it is important to establish a clear policy that addresses weapons in the workplace. Specifically, 21<sup>st</sup> Century Public Academy prohibits all persons who enter school property from carrying a handgun, firearm, or other prohibited weapon of any kind regardless of whether the person is licensed to carry the weapon or not. The only exception to this policy will be police officers, security guards or other persons who have been given written consent by 21<sup>st</sup> Century Public Academy to carry a weapon on the property. Any employee violating this policy will be subject to termination.

## **Fire Prevention**

All employees must know the location of the fire extinguisher(s) in their area and make sure they are always kept clear. A supervisor must be notified if an extinguisher is used or if the seal is broken. Extinguishers that are rated ABC can be used for paper, wood, or electrical fires. All flammable liquids, such as alcohol, must be stored in approved and appropriately labeled safety cans and must be kept away from any ignition source.

## **In Case of Fire**

- If there is a fire employees should:
- Dial 911 or the local fire department.
- Evacuate all employees from the area.
- If possible, immediately contact a supervisor.
- If practical, turn on the fire alarm.
- If the fire is out of control, leave the area immediately. No attempt should be made to fight the fire.
- When the fire department arrives, direct the crew to the fire. Do not re-enter the building until directed to do so by the fire department.

## **Emergency Evacuation**

When advised to evacuate the building, employees should:

- Stop all work immediately.
- Quickly walk with students to the nearest exit without stopping for personal belongings
- Proceed, in an orderly fashion, to the designated evacuation area.
- Make sure all students are present and accounted for.
- Do not re-enter the building until instructed to do so.

## **Housekeeping**

Employees are expected to keep their work area neat and orderly at all times. Tools, materials, or other objects should not be left on the floor. Aisles, stairways, elevator, exits, electrical panels, fire extinguishers, and doorways must be always kept clear. Easily accessible trash receptacles and recycling containers are located throughout the building. All litter and recyclable materials should be put in the appropriate receptacles and containers. Report anything that needs to be repaired or replaced to a supervisor.

## **Security**

Maintaining the security of the school's buildings is every employee's responsibility. For example: Cash must be kept properly secured. If an employee is aware that cash is insecurely stored, he/she should immediately inform the person responsible. All employees must know the location of all alarms and fire extinguishers and be familiar with the proper procedure for using them. The last person leaving the school premises must make sure that all entrances are properly locked and secured.

## **Reporting Safety Issues**

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to a supervisor. If an employee is injured, outside emergency response agencies should be contacted, if needed. If an injury does not require medical attention, a Supervisor and Employee Report of Accident Form must still be completed in case medical treatment is later needed and to insure that any existing safety hazards are corrected. The Employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred. Federal law requires that employers keep records of all illnesses and accidents that occur during the workday. The New Mexico State Workers' Compensation Act also requires that employees report any workplace illness or injury, no matter how slight. If an employee fails to report an injury, he/she may jeopardize their right to collect workers' compensation payments as well as health benefits. OSHA also provides that employees have the right to know about any health hazards that might be present on the job. Questions or concerns should be directed to the supervisor for more information.

## **Parking Areas**

Employees are encouraged to use the designated parking areas. 21<sup>st</sup> Century Public Academy encourages employees to lock their cars. Courtesy and common sense in parking will help eliminate accidents, personal injuries, and damage to vehicles. If an employee damages another car while parking or leaving, they must immediately report the incident, along with the license numbers of both vehicles and any other pertinent information to the principal. 21<sup>st</sup> Century Public Academy is not responsible for any loss, theft or damage to private vehicles or personal property.

## **Waiver of Liability**

21<sup>st</sup> Century Public Academy will not assume financial responsibility for employees who choose to bring their personal belongings to use for work purposes such as computers, computer printers, computer software, etc. In addition, 21<sup>st</sup> Century Public Academy discourages employees from bringing personal belongings to work and 21<sup>st</sup> Century Public Academy will not assume responsibility for repairs or stolen property. Employees are discouraged from bringing personal belongings from home to use for work.

# **WORKPLACE POLICIES**

## **Computer Software (Unauthorized Copying)**

21<sup>st</sup> Century Public Academy does not condone the illegal duplication of software. Title 17 of the U.S. Code states that "it is illegal to make or distribute copies of copyrighted material without authorization". The only exception is the users' right to make a backup copy for archival purposes. The law protects the exclusive rights of the copyright holder and does not give users the right to copy software unless a backup copy is not provided by the manufacturer. Unauthorized duplication of software is a federal crime. Penalties include fines up to and including \$250,000, and jail terms of up to five (5) years.

21<sup>st</sup> Century Public Academy licenses the use of computer software from a variety of outside companies. 21<sup>st</sup> Century Public Academy does not own this software or its related documentation and, unless authorized by the software manufacturer, does not have the right to reproduce it. Regarding use on local area networks or on multiple machines, 21<sup>st</sup> Century Public Academy employees shall use the software only in accordance with the software publisher's license agreement. 21<sup>st</sup> Century Public Academy employees learning of any misuse of software or related documentation within the school must notify their supervisor or 21<sup>st</sup> Century Public Academy legal counsel immediately.

According to the U.S. Copyright Law, illegal reproduction of software can be subject to civil damages and criminal penalties, including fines and imprisonment. 21<sup>st</sup> Century Public Academy employees who make, acquire, or use unauthorized copies of computer software shall be disciplined as appropriate under the circumstances. Such discipline may include termination.

## **Employee Technology Acceptable Use Policy**

21<sup>st</sup> Century public Academy provides technology resources to its staff for educational and administrative purposes. The goal in providing these resources is to promote educational excellence by facilitating resource sharing, innovation, and communication among employees. This policy governs the use of Internet, Intranet, and e-mail resources by 21<sup>st</sup> Century Public Academy staff. The use of technology resources is a privilege granted to employees primarily for the enhancement of job-related functions. Employees also may have limited access to these resources for personal use, if they comply with the provisions of this policy. Violations of this policy may result in the revocation of this privilege. Depending upon the severity of the infraction, employees may also face disciplinary action up to and including dismissal, civil litigation, and/or criminal prosecution for misuse of this resource. 21<sup>st</sup> Century Public Academy does not attempt to articulate all possible violations of this policy. In general, users are expected to use school computers and computer networks in a responsible, polite, and professional manner. Users are not allowed to:

- Knowingly send, receive, or display sexually oriented images, messages, or cartoons.
- Knowingly 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.
- Knowingly send, receive, or display communications that demean, threaten, insult, harass, or defame others.
- Knowingly send, receive, or display communications that disparage or berate 21<sup>st</sup> Century Public Academy, or employees, or diminish employee productivity and/or professionalism. Nothing contained in this paragraph shall be construed to interfere with the conduct of official 21<sup>st</sup> Century Public Academy business.
- Violate any local, State, or Federal statute or regulation including, but not limited to copyright laws.
- Solicit, endorse, or proselytize others for commercial ventures, outside organizations, or religious, social, or political causes.
- Disrupt, disable, damage, or interfere with services, equipment, or other users.
- Access, assist, or allow others to access equipment, files, passwords, user codes, or information without authorization.

21<sup>st</sup> Century Public Academy reserves the right to review, audit, intercept, access, and disclose all matters on school computers, Internet access, and e-mail systems, as business conditions and/or security considerations warrant, with or without employee notice, during or after employee working hours. The use of a 21<sup>st</sup> Century Public Academy provided password by an employee does not restrict the school's right to access electronic communications. While 21<sup>st</sup> Century Public Academy does not regularly monitor electronic communications, employees using this resource should have no expectation of privacy in their e-mail or on the Internet. Accordingly, employees must ensure at all times that their electronic communications are appropriate, lawful, and in compliance with the provisions of this Policy. As a condition of use of these resources, employees agree to school review and disclosure of e-mail and Internet records.

## **Dress Code and Personal Appearance**

Employees are expected to dress and groom themselves in accordance with accepted social and business standards during working hours or when representing 21<sup>st</sup> Century Public Academy. Personal appearance should be a matter of concern for each employee. If a supervisor determines that an employee's attire and/or grooming is out of place, the employee may be asked to leave the workplace until they are properly attired and/or groomed. Employees who violate dress code standards may be subject to disciplinary action.

## **Drug-Free Workplace Policy**

21<sup>st</sup> Century Public Academy has a standard of conduct which prohibits the unlawful possession, use, reporting to work under the influence, or distribution of illicit drugs and alcohol by employees on the school site and/or other sites or as a part of 21<sup>st</sup> Century Public Academy activities. Disciplinary sanctions will be imposed on employees ranging from educational and rehabilitation efforts up to and including expulsion or termination of employment and referral for prosecution for violations of the

standards of conduct. Each situation will be looked at on a case-by-case basis.

It is the goal of 21<sup>st</sup> Century Public Academy to maintain a drug-free workplace. To that end, and in the spirit of the Drug-Free Workplace Act of 1988, 21<sup>st</sup> Century Public Academy has adopted the following policies:

- The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.
- Employees who violate this prohibition are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.
- As an on-going condition of employment, employees are required to abide by this prohibition and to notify his/her supervisor, in writing and within five (5) days of the violation of any criminal drug statute conviction they receive.
- If an employee receives such a conviction, 21<sup>st</sup> Century Public Academy shall take appropriate personnel action against the employee, up to and including termination and/or require the employee to participate satisfactorily in an approved drug-abuse assistance or treatment program.
- 21<sup>st</sup> Century Public Academy provides information about drug counseling and treatment.
- 21<sup>st</sup> Century Public Academy reserves the right to search and inspect for the maintenance of a safe workplace.

### **Where to Get Help**

A number of community resources are available to help you, including:

- Alcoholics Anonymous
- Narcotics Anonymous
- National Council on Alcoholism and Drug Dependence• County Bureau of Alcohol and Drug Services

This document is intended solely as a resource. 21<sup>st</sup> Century Public Academy does not endorse programs and/or agencies that are listed on this document and accepts no responsibility for treatment provided by these agencies/programs, nor does it guarantee insurance coverage of treatment. This document is not a comprehensive listing of alcohol/chemical dependency treatment programs. Other sources for both inpatient and out-patient alcohol/chemical dependency treatment programs may be located by consulting your family physician, local telephone directory under the heading "Drug Treatment Programs," or through the National Council on Alcoholism and Drug Dependence at 212-206-6770.

### **Gifts**

Advance approval from officers of the school is required before an employee may accept or solicit a gift of any kind from a customer, supplier, or vendor representative.

### **Personal Property on School Premises**

21<sup>st</sup> Century Public Academy does not assume any responsibility for any employee's personal property brought onto school property. The risk of loss, breakage or theft is solely the responsibility of the employee.

### **Personal Use of School Property**

In some instances, employees may be allowed to borrow certain 21<sup>st</sup> Century Public Academy tools or equipment for their own personal use while on the premises. In no instance may this be done off premises, or without prior approval. 21<sup>st</sup> Century Public Academy is not liable for personal injury incurred during the use of school property for personal projects. Employees are fully responsible for any and all liabilities for injuries or losses which occur, or for the malfunction of equipment, and are responsible for returning the equipment or tools in good condition. Employees are required to pay for any damages that occur while using the equipment or tools for personal projects.

## **Relatives**

If a member of an employee's family is employed by 21<sup>st</sup> Century Public Academy, 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, stepparent, 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.

## **Solicitations and Distributions**

Solicitation for any cause during working time and in working areas is not permitted. Employees are not permitted to distribute non-school related literature in work areas at any time during working time. Working time is defined as the time assigned for the performance of an employee's job and does not apply to break periods and mealtimes. Employees are not permitted to sell raffle chances, merchandise, or otherwise solicit or distribute literature without approval. Persons not employed by 21<sup>st</sup> Century Public Academy are prohibited from soliciting or distributing literature on school property.

## **Violence in the Workplace Policy**

21<sup>st</sup> Century Public Academy has adopted a policy prohibiting workplace violence. Consistent with this policy, acts, or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect 21<sup>st</sup> Century Public Academy or which occur on school property will not be tolerated. Acts or threats of violence include conduct, which is sufficiently severe, offensive, or intimidating to alter the employment conditions at 21<sup>st</sup> Century Public Academy, or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

1. All threats or acts of violence occurring on 21<sup>st</sup> Century Public Academy premises, regardless of the relationship between 21<sup>st</sup> Century Public Academy and the parties involved.
2. All threats or acts of violence occurring off 21<sup>st</sup> Century Public Academy premises involving someone who is acting in the capacity of a representative of 21<sup>st</sup> Century Public Academy. Specific examples of conduct which may be considered threats or acts of violence include, but are not limited to, the following:
  - Hitting or shoving an individual.
  - Threatening an individual or his/her family, friends, associates, or property with harm.
  - Intentional destruction of or threatening to destruct 21<sup>st</sup> Century Public Academy property.
  - Making harassing or threatening phone calls.
  - Harassing surveillance or stalking (following or watching someone).
  - Unauthorized possession or inappropriate use of firearms or weapons.

21<sup>st</sup> Century Public Academy's prohibition against threats and acts of violence applies to all persons involved in 21<sup>st</sup> Century Public Academy's operation, including but not limited to personnel, contract, and temporary workers and anyone else on school property. Violations of this policy by any individual on 21<sup>st</sup> Century Public Academy property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. Every employee is encouraged to report Incidents of threats or acts of physical violence of which he/she is aware. The report should be made to a supervisor.

## **Conditions of Employment Renewal/Termination**

21<sup>st</sup> Century Public Academy will consider an employee to have voluntarily terminated employment if any of the following occur:

- Resignation
- Failure to return from an approved leave of absence on the date specified by 21<sup>st</sup> Century Public Academy
- Failure to report to work or call in for three (3) or more consecutive workdays.



An employee may be terminated for poor performance, misconduct, excessive absences, tardiness, discrimination, harassment, or other violations of school policies. However, employment with 21<sup>st</sup> Century Public Academy is established as at-will. The employee and 21<sup>st</sup> Century Public Academy have the right to terminate the employment relationship for any or no reason.

1. **Resignation** - Employees resigning should give a minimum of 30 days written notice to the school officials
2. **Retirement** - Eligible employees who meet any one of the following criteria may elect to retire and should contact the Benefits Office (90) days in advance of the anticipated retirement date to initiate retirement proceedings.
  - a. Twenty-five (25) years of credited service under the Educational Retirement Board (ERB) plan.
  - b. Satisfaction of the "Rule of 75" B when age plus years of credited service equal 75.
  - c. Attainment of age 65, with 5 years of credited service under the ERB plan.For further information, please refer to "Retirement" under the Employee Benefits section.
3. **Non-Re-employment** - 21<sup>st</sup> Century Public Academy may elect not to renew the expiring employment contracts of some employees.
  - a. Employees with three (3) years or less of consecutive service and who are not employed pursuant to a contract are "at-will" employees. That is, the employee may be dismissed from employment at any time and for any lawful reason the Superintendent deems appropriate. A written notice of termination will be provided to the employee.
  - b. Employees and/or teachers with less than three (3) consecutive contract years may be terminated by either non-renewal of their contract or for any lawful reason.
  - c. For an employee with less than three (3) consecutive years who is terminated or whose contract is not renewed, there is no protest.
  - d. If circumstances justify termination, the employee will be dismissed, and a final paycheck will be issued. The paycheck will be prorated to cover the number of days completed in their employment contract.

### **Continuation of Group Insurance Benefits**

In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, employees who were enrolled for group insurance coverage and then lose coverage due to termination of employment may be eligible to continue those benefits. Under certain circumstance, dependents may also be eligible to continue coverage. For further information, please contact the Benefits Office. Employees are free to terminate employment with 21<sup>st</sup> Century Public Academy at any time.

### **Reinstatement of Benefits (Bridging)**

Employee of 21<sup>st</sup> Century Public Academy with at least twelve (12) months of continuous employment, and who were rehired within twelve (12) months of the termination date, will be eligible to continue benefits at the level in place at the time of termination of previous employment with 21<sup>st</sup> Century Public Academy.

### **Return of School Property**

Any 21<sup>st</sup> Century Public Academy property issued to an employee, such as keys, computer equipment, etc. must be returned to 21<sup>st</sup> Century Public Academy at the time of termination. The employee will be responsible for any lost or damaged items. The value of any property issued and not returned may be deducted from the paycheck, and the employee may be required to sign a wage deduction authorization form for this purpose.

### **Former Employees**

Depending on the circumstances, 21<sup>st</sup> Century Public Academy may consider a former employee for reemployment. Such applicants are subject to 21<sup>st</sup> Century Public Academy's usual pre-employment procedures. To be considered for employment, an applicant must have been in good standing at the time of their previous termination of employment with 21<sup>st</sup> Century Public Academy.

## **Post-Employment Inquiries**

21<sup>st</sup> Century Public Academy does not respond to oral requests for references. In the event another 21<sup>st</sup> Century Public Academy employee is terminated either voluntarily or involuntarily, a current 21<sup>st</sup> Century Public Academy employee must not under any circumstances, respond to any requests for information regarding that employee unless it is part of their assigned job responsibilities. The information request must be forwarded to the Human Resources Department. 21<sup>st</sup> Century Human Resources Department will only verify employment dates of former employees.

## **Use of Social Media**

The purpose of this policy is not to restrict the flow of useful and appropriate information, but to minimize the risk to 21st Century Public Academy and its employees. 21st Century Public Academy recognizes the growing importance of online social media networks as a communication tool and respects the right of employees to use these mediums during their personal time. Use of these mediums during company time or on company equipment, however, is prohibited.

21st Century Public Academy takes no position on employees' decision to participate in the use of social media networks. However, employees who participate in social media are encouraged to include information about their work at 21st Century Public Academy as part of their personal profile, as it would relate to a typical social conversation. This may include:

- Work information such as company name, job title and job duties
- Status updates regarding an employee's own job promotion
- Personal participation in 21st Century Public Academy sponsored events, including volunteer activities

In general, employees who participate in social media are free to publish their own personal information without censorship by 21st Century Public Academy. Employees must avoid, however, posting information that could place 21st Century Public Academy at competitive or legal compliance risk.

All employees are responsible for maintaining the school's positive reputation and presenting the school in a manner that safeguards the positive reputation of themselves, as well as the school's employees.

If an employee chooses to identify him or herself as a 21<sup>st</sup> Century Public Academy employee on any social media network, he or she must state in clear terms that the views expressed are the employee's alone and that they do not reflect the views of 21st Century Public Academy. Employees are prohibited from acting as a spokesperson for 21<sup>st</sup> Century Public Academy or posting comments as a representative of the company.

There are some types of information employees are not permitted to discuss or display online, including:

- Information that is confidential, or to a third party that has disclosed information to 21<sup>st</sup> Century Public Academy. For example: information about or identifying co-workers; the school's student, parents, vendors, or suppliers.
- Statements disparaging 21<sup>st</sup> Century Public Academy or our executive leadership, coworkers, strategy, and perspective clients.
- 21<sup>st</sup> Century Public Academy's logo on any social media network without permission. Also, images of co-workers and 21<sup>st</sup> Century Public Academy premises and property.
- Statements, comments, or images that disparage any race, religion, gender, sexual orientation, disability, or national origin. Also, any communication that engages in personal or sexual harassment, unfounded accusations, or remarks that would contribute to a hostile work environment (racial, sexual, religious, etc.) As well as any behavior not in agreement with 21<sup>st</sup> Century Public Academy's Standards of Ethical Conduct Policy or general policies.

Nothing in this section shall be interpreted or applied as limiting an employee's right to engage in protecting concerted activity as provided by the National Labor Relations Act.

### **21<sup>st</sup> Century Public Academy Social Media Presence**

21<sup>st</sup> Century Public Academy maintains a professional presence on social media sites that are deemed appropriate for marketing the company to the public. The school maintains these pages; however, employees are encouraged to participate on these pages while representing themselves personally, following the guidelines above.

Employees will be subject to discipline for any social media posting that 21<sup>st</sup> Century Public Academy determines is detrimental to the school. Note that employees will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or proprietary school information, information that violates the privacy right or other rights of a third party, or the content of anything posted on any social media. Further, employees may be liable for monetary damage for such disclosure.

### **Misinformation Correction**

Federal law requires that any employee who endorses the school online must disclose his or her employment in the endorsement. 21<sup>st</sup> Century Public Academy appreciates that employees may be tempted to correct misinformation about the school that might randomly appear online. If such a situation occurs, the employee should relay the information to the principal, who will determine the best response, if any.

### **Employee Websites/Blogs**

- Anything posted on an employee's website or blog is subject to all other 21<sup>st</sup> Century public Academy policies, rules, regulations, and guidelines.
- 21<sup>st</sup> Century Public Academy is free to view and monitor an employee's website or weblog at any time without consent or previous approval.

### **Violation of Policy**

The nature of any social media posting and degree of harm to 21<sup>st</sup> Century Public Academy will be factors in determining whether discipline will be imposed and the severity of any such discipline, up to and including termination of employment.