

TIERRA ENCANTADA
C H A R T E R S C H O O L

**TIERRA ENCANTADA
CHARTER SCHOOL
EMPLOYEE HANDBOOK
2018-2019**



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I. OVERVIEW OF TIERRA ENCANTADA CHARTER SCHOOL AT ALVORD

A. School Mission: *The mission of the Tierra Encantada Charter School at Alvord ("TECS") is to empower students as citizen scholars within a dual language environment through a rigorous learning curriculum, which will prepare students for post-secondary success.*

School Vision: *We believe that a dual language education should be active, challenging, meaningful, public, and collaborative. Our school uses the Expeditionary Learning model and other projected based curriculum as we use the world as our classroom through interdisciplinary learning which allows our students to excel in a post-secondary environment*

B. Working Environment: Tierra Encantada Charter School at Alvord ("TECS") endeavors to create a friendly working environment for all employees. In pursuit of this goal, TECS has adopted the following employee relation's objectives:

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

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

The provisions of this Handbook have been developed at the discretion of the Governing Council, and the policies in this Handbook may be amended, revised, supplemented, or rescinded at any time, in the sole discretion of the Governing Council.

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

If you are in doubt about what to do in a given situation, seek direction from your supervisor or the Director.

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

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

D. Purpose of the Employee Handbook: The purpose of this handbook is to provide guidance and information in regard to the various, in some instances complex, employment issues, terms, and policies. This handbook covers a broad range of topics, and is meant to apply generally to all employees. If you have questions, please see the Director or written designee or Business Manager in charge of human relations for TECS.

II. EMPLOYMENT POLICIES

A. Equal Employment Opportunity: TECS is an equal opportunity employer committed to maintaining a non-discriminatory, diverse work environment. TECS

does not unlawfully discriminate against any person on the basis of race, color, religious creed, age, sex, national origin or ancestry, mental or physical disability, medical condition, status as a Vietnam-Era or disabled veteran status, military service, sexual orientation, spousal affiliation, marital status, gender identity or any other basis protected by federal, state or local law. This policy covers all programs, services, policies, and procedures of TECS.

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

TECS is committed to diversity and nondiscrimination and supports the full employment of qualified individuals with disabilities in its workforce. Therefore, a process has been established to assist employees with disabilities in reasonably modifying the work environment to allow the employee to perform the essential functions of his or her job. It is the responsibility of the employee to request an accommodation of his or her physical or mental disability by contacting the Director or written designee. In accordance with the ADA, TECS will take such requests seriously and will promptly determine whether the employee is a qualified individual with a disability and whether a reasonable accommodation exists which would allow the employee to perform the essential functions of the job without imposing an undue hardship on TECS or other employees. If you believe that you have been unlawfully discriminated against because of a disability, you should discuss the matter with the Director or written designee or the Human Resources Manager and/or follow the complaint procedure described in Section I. C. 4. below.

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

Each employee is required to familiarize him/herself with this Anti-Harassment/Discrimination Policy, reporting obligations and procedures. If you have any questions about the school's policy, please contact the Director or written designee or his/her designee for clarification. All employees are also required to attend anti-harassment training annually.

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

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

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

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

This list is not exhaustive and applies to conduct between co-workers and students, supervisors, volunteers and others invited to the school premises. Sexual harassment can apply to conduct in any work-related setting outside the work place as well.

Consensual sexual behavior between adults, outside the workplace and welcome by both parties is not considered sexual harassment; however, those who engage in

such relationships should be aware that questions regarding the actual freedom of choice of one of the parties may be raised later, especially when a superior/subordinate relationship exists between them.

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

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

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

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

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

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

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

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

c. As soon as the investigation is finished, the investigator will meet with the individual's supervisor or if appropriate the supervisor's supervisor(s), and report whether he or she believes that discrimination or harassment has occurred. If the investigation results in a finding of discrimination and/or harassment, then the supervisor will determine the appropriate disciplinary action up to and including a recommendation to terminate or discharge the employee. The supervisor will inform the complainant and the alleged offender of the outcome of the investigation and his/her proposed disciplinary action. The date of the discussion with the respective party shall constitute the "determination date."

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

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

D. Religious Accommodation: Sometimes individuals hold religious beliefs or conduct religious practices that conflict with their work schedules or assigned responsibilities. TECS will attempt to provide a reasonable accommodation for religious beliefs and practices of such individuals if to do so does not impose an undue hardship for the employee's department, or interfere with the employee's

ability to perform the essential functions of the position. If you would like to request reasonable accommodation based on your religious beliefs, you should contact the Director or written designee or the Business Manager. You may be asked to provide appropriate documentation to support your request.

E. Employee Background Check: Prior to becoming an employee of TECS, a comprehensive background check consisting of prior employment verification, professional reference checks, education licensure and certification confirmation, and a criminal background check is conducted in accordance with applicable laws.

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

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

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

a. Complete application for employment along with verification of qualifications for the position as outlined in job description;

b. Professional license;

c. Official transcript;

d. Employee's contract;

e. Signed Job description;

f. Pre-employment references;

g. Signed acknowledgment that the employee has received the employee policies handbook, *which includes* an acknowledgement that employee has received and understands policies on child abuse and neglect, confidentiality, equal employment opportunity; drug free workplace, conflicts of interest, employee complaints and problem solving, termination and discharge, employee discipline, email and computer usage, the employee code of conduct and confidentiality.

h. Performance appraisals;

i. Documented attendance at educational and training programs, including in-service courses and orientation;

j. Any complaints, allegations, inquiries or findings of student abuse or neglect; warnings or disciplinary actions;

k. Documentation of equipment issued to employee: keys, pagers, cell phones, etc.

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

a. Employment medical records;

b. INS (Immigration and Naturalization) I-9 Form;

c. Workers' compensation records;

d. Health records;

e. Drug testing records.

f. Fingerprint results/background check results

3. Inspection of Personnel File. Employees may inspect their own personnel records in the presence of the Director or written designee. Records may not be removed from Business Office at any time. Such an inspection must be requested in writing to the Director or written designee and will be scheduled at a mutually convenient time. Employees who feel that any file material is incomplete, inaccurate, or irrelevant may submit a written request to the Director or written designee that documentation to correct such materials be added to personnel files. Only supervisors and others in management who have an employment related need-to-know about another employee might inspect the personnel files of a particular employee.

H. Work Schedule:

1. **Business Hours.** TECS generally operates from 8:00am until 5:00 pm. Work schedules are determined by the Director or written designee. Please consult with the Director or written designee if you have any questions concerning your work schedule.

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

3. **Absences or Lateness.** If you are unable to report to work, or if you will arrive late, you are required to contact the Director before 7:30 am. If you know in advance that you will need to be absent, you must request this time off directly from the Director or written designee. If you are absent because of an illness, the Director or written designee may require that you submit a written statement from your health care provider stating that you are able to resume your employment responsibilities. Unauthorized absences, lateness, or leaving campus may lead to disciplinary action, including possible dismissal.

4. **Severe Weather and Emergency Conditions.** In the event of severe weather conditions or other emergencies, the Director or written designee will notify TECS “community” via website, Robo call, television and email. Please keep in mind that we do not follow Santa Fe Public Schools notification system.

III. WAGE AND SALARY POLICIES

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

B. Pay Periods: The payroll period is a semi-monthly from the first day of the month 12:00 AM until the 15th of the month, and the 16th of the month until the last day of the month, and you will be paid following the completion of that pay period. Your check will reflect your compensation for that pay period, less required payroll deductions. If you were hired after a payroll deadline (check with your supervisor), your first paycheck will be delayed until the second payday after you started work. You will be issued paychecks twice a month or 24 times per year.

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

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

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

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

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

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

H. Employment Classifications: Your position at TECS is classified as either regular full-time, part-time or short-term. In addition, you are classified as either **non-exempt** or **exempt**. Certain policies and procedures outlined in the Employee Handbook may apply differently to you depending on how your job position is classified. If you have a question concerning applicability of any particular

provision, contact the Director or written designee or the Business Manager prior to signing the receipt for this Handbook.

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

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

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

3. Part-Time Employees. An employee who is regularly scheduled to work less than 40 hours per week is considered a part-time employee. If you are a part-time employee working less than 25 hours per week, you are not eligible for the employee benefits described in this Employee Handbook. Benefits will be prorated for employees working between 25 and 39 hours per week.

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

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

IV. PERFORMANCE

A. Performance Reviews: The Director will follow governing council policies and New Mexico Public Education Department requirements when conducting performance reviews for all licensed and certified personnel. The performance reviews will be conducted collaboratively between the Director and TECS employees. Nonexempt employees will be evaluated annually; licensed personnel will be evaluated in a manner consistent with PED regulations. TECS's Governing Council will evaluate the TECS's Director no less frequently than once per year.

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

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

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

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

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

V. STANDARD OF CONDUCT

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

A. Smoking/E-Cigarettes/Vapes: The use of tobacco, tobacco products, E-Cigarettes, and/or “vapes” at on school property or any TECS-sponsored functions, events or activities is prohibited for students, faculty, and staff.

B. TECS and Staff Meetings: On occasion, we may require that you attend a meeting or TECS function outside your duty day. If you are a non-exempt employee, you will be paid for time spent. Prior approval by the Director or written designee will be required for any overtime.

C. Computer Software (Unauthorized Copying): TECS licenses the use of computer software from a variety of outside companies. TECS does not have the right to reproduce the software or to grant licenses for other users. Employees shall use the software only in accordance with the software publisher's license agreement. As a rule do not download TECS-purchased software on any other computer without verifying the right to do so. Illegal reproduction of software can subject an employee to civil damages and criminal penalties, including fines and imprisonment. In addition, violation of this policy will result in disciplinary action up to and including discharge or termination from your employment.

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

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

1. Knowingly send, receive, or display sexually oriented images, messages, or cartoons.

2. Knowingly or recklessly send, receive, or display communications that ridicule, disparage, or criticize a person, a group of people, or an organization based upon race, national origin, sex, sexual orientation, age, disability, religion, or political beliefs or for any other reason.

3. Knowingly send, receive, or display communications that demean, threaten, insult, harass, or defame others.

4. Knowingly send, receive, or display communications that disparage or berate TECS, Governing Council member, or employees, or diminish employee productivity and/or professionalism.

5. Violate any local, State, or Federal statute or regulation including, but not limited to copyright laws.
6. Solicit, endorse, or proselytize others for commercial ventures, outside organizations, or religious, social, or political causes.
7. Disrupt, disable, damage, or interfere with services, equipment, or other users.
8. Access, assist, or allow others to access equipment, files, passwords, user codes, or information without authorization.
9. Use TECS computers for personal business.

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

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

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

Prohibition and Standards.

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

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

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

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

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

G. Acceptance of Gifts: Advance approval from the Director or written designee is required before an employee may solicit a gift on behalf of TECS. TECS staff members are not to receive payment for tutoring, counseling, advising or providing services related to special programs from any student assigned to their classroom or other TECS functions.

H. Employment of Relatives: If you and members of your family are employed by TECS, one may not supervise the other. Family members include the employee's spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, granddaughter, grandson, daughter-in-law, son-in-law, step-parent, domestic partner (a person with whom the employee's life is interdependent and with whom the employee shares a mutual residence), brother, sister, brother-in-law, sister-in-

law, daughter or son of the employee's spouse or domestic partner, and any relative living in the household of the employee or domestic partner.

No person who is the spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, or brother-in-law of the Director may be employed by TECS unless formally approved by the Governing Council via Governing Council resolution. Any relative of the Director hired by TECS shall be supervised, evaluated and subject to discipline by the Assistant Director; no adverse action may be taken against the Assistant Director for actions taken in good faith with respect to the supervision, evaluation, and discipline of relatives of the Director. The Governing Council may not hire a head administrator or approve a contractor who is the spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, or brother-in-law of a Governing Council member, or any person who is financially supported by any member of the Governing Council.

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

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

TECS will provide employee information to outside agencies/entities only upon written authorization of the employee or as provided by law. Only the Director or written designee can make decisions about releasing confidential personnel information. Most banks, credit agencies, or other parties requiring employment information will provide you with an appropriate form. You must provide a written and signed authorization form to the TECS, before TECS will release your personal information. TECS’s standard reference letters are limited to confirming dates of employment, job title, and current rate of pay. The Director or written designee or Business Manager in writing must receive all requests for employment verification. TECS’s response will be in writing. TECS does not provide letters of recommendation.

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

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

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

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

1. Violation of any TECS policy.
2. Violation of security or safety rules or failure to observe safety rules or TECS safety practices.
3. Negligence or any careless action, which endangers the life or safety of another person.
4. Being intoxicated or under the influence of a controlled substance, including alcohol, while at work; use, possession or sale of a controlled substance in any quantity while on TECS premises, except medications prescribed by a physician to the employee in possession and which do not impair work performance.
5. Unauthorized possession of dangerous or illegal firearms, weapons or explosives on TECS property or at any TECS sponsored event.
6. Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on TECS premises or when representing TECS; fighting, or provoking a fight on TECS property.
7. Insubordination or refusing to obey reasonable instructions or directives issued by your supervisor while at work; unreasonably refusing to help out on a special assignment.
8. Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose.
9. Intentional or negligent destruction of or damage to TECS property, or the property of fellow employees, customers, suppliers, or visitors in any manner.
10. Theft or unauthorized possession of TECS property or the property of fellow employees; unauthorized possession or removal of any TECS property, including documents, from the premises without prior permission from administration; unauthorized use of TECS equipment or property for personal reasons; using TECS equipment for personal profit or business.

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

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

13. Immoral conduct or indecency on TECS property.

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

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

16. Any act of harassment as described above.

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

18. Sleeping or loitering during working hours.

19. Excessive use of TECS telephones for personal calls.

20. Smoking on TECS property or in TECS vehicles.

21. Creating or contributing to unsanitary conditions.

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

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

24. Speeding or careless driving of vehicles on or around school property or during school events.

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

26. Unauthorized soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others

without authorization during business hours, or at a time or place that interferes with the work of another employee on TECS premises.

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

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

29. Unauthorized/personal use of social media (Facebook, twitter, instant messaging, etc.) during the work hours.

30. Violation of laws, regulations, or ordinances in the performance of duties.

31. On- or off-campus speech or conduct that disrupts or threatens to disrupt the learning environment.

Employees who become aware of a violation of law/regulation/policy should report the matter to the Director or, if the matter involves the Director, to the Governing Council President. There shall be no retaliation against any employee making such a report in good faith.

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

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

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

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

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

In the case of serious misconduct, it may be necessary to protect the safety and security of the workplace by suspending or placing the involved employees on administrative leave in order to remove them from the workplace. In addition, in

some instances, while your supervisor is investigating and considering appropriate action, you may be relieved from duty pending a full investigation of the circumstances. The investigation may have one of the following results: (a) if the circumstances do not justify suspension, you will be allowed to return to work, although other disciplinary action may be taken; (b) if the circumstances do justify suspension you will be notified of the suspension and dates and conditions for returning to work. You will not be paid or accrue leave (if applicable to you) for the period suspension occurs; or (c) if the circumstances justify termination, and you are not a “tenured” employee within the meaning of the New Mexico TECS Personnel Act, you will be dismissed and a final paycheck will be issued excluding time of unpaid suspension. If you are a “tenured” employee and the circumstances justify termination or discharge, the process outlined in this handbook will be followed.

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

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

1. Definitions.

- (a) “Grievant” means an employee who is personally and directly affected by a condition for which he or she seeks a resolution.
- (b) “Grievance” means an allegation by an employee that the treatment he or she has received from a superior is unfair or improper, or that there has been a violation, a misinterpretation or an inequitable application of TECS policy, administrative rules or procedures that directly and adversely affect the grievant. A single grievance may be submitted jointly by more than one grievant.
- (c) “Resolution(s)” means the proposed written decision by the appropriate administrator(s), grievance review committee, or Governing Council, in response to the grievance.

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

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

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

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

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

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

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

(e) Situations as to which a state or federal authority prescribes a different procedure with TECS.

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

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

3. General Procedural Requirements.

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

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

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

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

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

(f) The grievance file will be maintained for one (1) year after being cleared according to the New Mexico State Records Center and

Archives, and access to the file will be limited to the grievant, the immediate supervisor, the Director and the members of the Governing Council.

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

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

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

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

4. Procedural Steps (chain of command).

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

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

(c) Level 3 (TECS Governing Council) If the grievant is not satisfied with the resolution of the grievance at Level 3, or if the Director fails to issue a proposed resolution within the specified time limit, the grievant may make a written request for a hearing with the Governing Council within ten (10) work days after the Director's resolution was

rendered or due, if none was received. At its sole option, the Governing Council may appoint a Grievance Review Committee to hear the grievance. The Grievance Review Committee will be comprised of three (3) persons, one from each of the following staff categories: Certified School Instructor; Administrator (other than the immediate supervisor or Director involved) and one Governing Council member.

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

(d) If the grievance is against the Director in the first instance, the grievant may file a formal written grievance with the TECS Governing Council, which will proceed in accordance with Level 3 above.

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

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

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

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

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

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

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

(g) If the Governing Council rules that it is appropriate to hear the grievance, it will set the date for such hearing and the Governing Council President will notify the parties in interest. If the Governing

Council adopts the recommendations of the Governing Council Committee, the decision shall be final.

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

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

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

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

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

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

O. Reporting Matters Relating to Students. Employees must maintain student discipline during school and school-related trips. Employees who observe, suspect or gain knowledge of student misconduct warranting student discipline must follow the student discipline provisions in the TECS Student Handbook, as well as the directives of the Director or his/her designee. If in doubt about what to do, seek direction from the Director or the Business Manager.

P. Reporting of Child Abuse and Neglect. State law requires employees having knowledge or suspicion of child abuse or neglect to report the matter to the appropriate authorities within 24 hours. If you know of or suspect child abuse, report the matter to the Director immediately. TECS will provide annual training for employees on child abuse reporting; you are required to attend these sessions.

VI. TERMINATION AND DISCHARGE.

A. Definitions.

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

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

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

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

1. General. TECS may terminate an employee (licensed or non-licensed) with fewer than three (3) years of consecutive service for any reason it deems sufficient.

a. Non-contract employees. Employees with three (3) years or less of consecutive service and who are not employed pursuant to a contract are “at-will” employees, that is, the employee may be dismissed from employment at any time and for any lawful reason the Director deems appropriate. A written notice of termination will be provided to the employee.

b. Contract employees. Contract employees with three (3) years or less of consecutive service; i.e., who have not been reemployed under a third consecutive contract, may be terminated by non-renewal of their contracts for any lawful reason the Director deems appropriate.

2. Protest Procedure for Employees with Less than Three (3) Consecutive Years of Service. For an employee of less than three (3) consecutive years who was terminated or whose contract was not renewed, there is no protest. A terminated employee may request a statement of reasons from the Director for his/her termination or non-renewal. Requests for an explanation will be made in writing and delivered to the Director no later than five (5) working days after receipt of the notice of termination or notice of non-renewal. Reasons for the Director’s decision will be provided to the employee within ten (10) days of receiving his/her request. The decision of the Director to terminate is final and not subject to appeal.

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

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

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

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

b. Statement before the Governing Council. If the employee requests an opportunity to make a statement to the Governing Council regarding the Directors decision to terminate, she must do so SIMULTANEOUSLY with the request for written reasons for the termination. The opportunity to present to the Governing Council will be granted, if within 10 working days after receiving the written reasons for termination, the employee submits a written statement to Governing

Council which includes an explanation of why the employee believes that he/she was terminated for reasons that do not constitute just cause. In addition, the statement must include facts, supporting documentation and potential witnesses who will support the employee's position. Thereafter, the Governing Council will meet to hear the employee present the statement in no less than five (5) and no more than fifteen (15) working days after receipt of the employee's written statement of contentions.

c. Hearing on termination:

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

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

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

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

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

vi. Each party may question all witnesses.

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

viii. No record will be kept of the hearing.

ix. The Governing Council will notify the employee and the Principal of its decision in writing within five (5) working days from the conclusion of the meeting.

[Reference, NMSA 1978 §22-10A-24.]

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

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

ii. Selection of Arbitrator. The Governing Council and the employee will meet within ten (10) working days from the receipt of

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

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

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

v. Rules of Arbitration:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Termination/Discharge Policy for Other Personnel Exempt From Protest Procedures: In addition to employees who have less than three (3) consecutive years of employment, the rights to due process protests upon termination do not apply to the following TECS personnel:

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

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

1. Notifications and Immediate Removal.
 - a. Notice of discharge. The Director will serve written notice (certified mail return receipt requested) or will arrange personal delivery retaining a receipt signed and dated by the employee, of intent to recommend to the Governing Council that the employee be discharged. Service otherwise consistent with the rule of civil procedure will be sufficient to complete service as meant by these provisions.
 - b. Stated reasons. The notice will include the reasons for the Director's recommendation that the employee be discharged along with a written description of the employee's right to a hearing before the Governing Council.
 - c. Immediate Removal. In the event that the Director determines that it is necessary to immediately remove the employee from the TECS premises, the employee will be placed on paid administrative leave pending the outcome of a hearing on the Director's decision to discharge.

2. Protest Procedure/Hearing. A contract employee who receives a notice of discharge may request a hearing before the Governing Council by giving the Director a written request for hearing within five (5) working days of receipt of the notice of discharge.

a. Date of hearing. If the employee timely notifies the Director that he/she is requesting a hearing on the decision to discharge, a hearing will be scheduled for no less than twenty (20) and no more than forty (40) working days after the Director receives the written election from the employee. The employee will have at least ten (10) working days prior notice of the hearing date.

b. Hearing Procedures.

i. TECS and the employee may have representation of their choosing and at their own expense.

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

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

iv. TECS will have the burden of proving the just cause for discharge by a preponderance of the evidence. The evidence at hearing will be limited to the reasons as stated in the notice to the employee recommending the discharge.

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

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

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

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

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

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

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

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

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

f. Arbitration Rules:

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Phasing Out and Elimination of Positions/Reduction-in-Force. From time-to-time, it may be necessary to phase-out or eliminate certain job classifications or reduce the number of positions in a particular employment category. The TECS Reduction in Force Policy to guide such phase-out or reduction in force will establish an orderly process. A reduction in force carried out pursuant to TECS' policy is just cause for termination or discharge

G. Administrative Leave Pending Possible Disciplinary Action: If you are suspected of violating TECS's policies, procedures, or work rules, you may be placed on administrative leave with pay pending an investigation of the situation.

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

Employees who resign or abandon their job may be required to reimburse the school for any professional development costs incurred by the school during their contract period.

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

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

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

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

K. Release of Final Paycheck: Your final paycheck from the school will not be released until completion of your assigned duties, as determined by the Director, and/or return of all school property.

L. Safety:

1. General Employee Safety. TECS 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. TECS will maintain safety and health practices consistent with the needs of our profession. If you are ever in doubt about how to safely perform a job, it is your responsibility to ask the Director or written designee 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. We strongly encourage employee participation and your input on health and safety matters.

SAFETY COMMON SENSE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ALL STAFF MUST REVIEW AND BE FAMILIAR WITH OF SAFETY POLICIES AND PROCEDURES LISTED IN THE SAFE SCHOOL PLAN. TRAINING WILL BE PROVIDED ANNUALLY, AND ALL STAFF ARE REQUIRED TO ATTEND.

N. Violence in the Workplace Policy: TECS 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 TECS or which occur on TECS property will not be tolerated. **Every employee is required to report incidents of threats or acts of physical violence of which he/she is aware to the Director or written designee.**

Violence by a student against an employee must be reported immediately to the Director or written designee.

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

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

O. Security: Maintaining the security of TECS buildings and vehicles is every employee's responsibility. Develop habits that insure security as a matter of course. For example: - When you leave TECS premises make sure that all entrances are properly locked and secured with lights off and alarm set. All TECS employees are required to follow these procedures.

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

Q. Prohibited disclosure of Student information: No person shall sell or use student, faculty or staff lists with personal identifying information obtained from a

public school or a local school district for the purpose of marketing goods or services directly to students, faculty or staff or their families by means any means of communication. The provisions of this section shall not apply if the students and their parent/guardian have consented in writing.

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

S. Use of School Vehicle(s). School vehicle/School Activity Bus use must comply with the TECS Transportation and Vehicle Policies and Procedures; see Business Manager. .

VII. BENEFITS

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

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

If you are a full-time employee, or a part-time employee who works more than twenty-five (25) hours per week, you will be eligible to receive all of the benefits described in this Employee Handbook. For part-time employees, benefits are prorated. Coverage is available to you and your dependents as defined in the benefit summary plan descriptions. Please see the Business Manager for details.

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

1. All employees who work a minimum of twenty-five (25) hours or more per week shall be entitled to participate in Medical, Dental, and Vision coverage.

2. TECS shall enroll and pay premiums at the rate of 100% for Basic Life insurance coverage for any employee who works a minimum of fifteen (15) hours per week, regardless if the employee participates or is eligible to participate in any other line of NMPSIA coverage.

3. Members of the Governing Council are not eligible to participate in medical, dental, vision, and life insurance coverage.

4. A newly eligible employee is required to enroll within thirty-one (31) calendar days of being hired or within thirty-one (31) calendar days of being upgraded to that of an eligible employee.

5. An eligible employee who has a change in status is required to complete the appropriate NMPSIA Employee Record Change Card within thirty-one (31) calendar days from the qualifying event.

6. Pursuant to federal law and NMPSIA rules, an eligible employee may enroll in medical coverage for the occurrence of “special events” as defined by NMPSIA rules. These enrollments do not apply to dental or vision coverage.

7. TECS shall comply with the 1985 Consolidated Omnibus Budget Reconciliation Act (COBRA) in notifying employees of their right to continue health and life insurance coverage upon resignation, termination, or retirement. Dependents that are also losing coverage upon becoming ineligible shall also be informed of their COBRA rights.

B. Life Insurance Coverage.

1. TECS shall provide the following Basic Life/Accidental Death and Dismemberment coverage to all employees: \$25,000 Life/AD&D (\$4.00 per month).

2. TECS employees have the option to select Voluntary Life through Prudential for themselves, spouse or children, which is a 100% employee deduction.

3. TECS shall provide employees, on a matching basis, long-term disability coverage. The waiting period for coverage shall be Thirty (30) days.

C. New Mexico Retirement Plan. The New Mexico Educators Retirement Act is provided to eligible employees (those who have completed sufficient service) with a monthly pension benefit upon retirement. All employees who work more than 25% of the time (.25 FTE) are mandated by the New Mexico Educational Retirement Act to participate in the retirement plan. Participation in the Plan begins on **the first day of the month following your date of hire**. TECS and the employee are required by State law to contribute to this retirement plan operated by the New Mexico Educators Retirement Board. The details regarding TECS and employee contributions, vesting, administration, and investments are provided in the Summary Plan Description, made available through the Education Retirement Board.

C. Social Security: In accordance with the applicable federal law, all employees are required to participate in and contribute to Social Security. TECS also makes a mandatory matching contribution on behalf of employees. Contribution levels are established by law, and are subject to change. To obtain information about Social Security and related programs, you may contact the local Social Security office.

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

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

F. Leave Benefits: As a part of the Benefits package provided to TECS employees, the Board may allow approved leaves of absence. Leaves may be granted with or without pay. Requests for Leave forms must be completed and submitted to the Director or written designee for approval. Explanations of the reason for leave request need not be entered on a Request for Leave form for personal leave. However, explanations are necessary for all other types of leave

G. Leave: Employees will earn leave at a rate of 1 day per month for the contract period. The leave is allocated up front and is immediately available for the employee to use. Should the employee resign before earning the accumulated leave, and then the unearned leave will be docked from the final paycheck. At the end of the contract period, any unused leave will be paid out to the employee at a rate of \$50.00 per day.

H. Family and Medical Leave Policy ("FMLA") TECS acknowledges that from time to time situations occur in employees' lives that require time away from work. TECS will provide eligible employees unpaid leaves of absence to attend to family and medical needs in accordance with the federal Family and Medical Leave Act of 1993 and as amended in 2008.

(a) Eligibility for FMLA Leave. An employee is eligible for FMLA leave if he/she:

- has worked for TECS for at least 12 months in the last 7 years; and
- has worked at least 1,250 hours for TECS during the 12 calendar months immediately preceding the request for leave;
- is employed by a school that has more than 50 employees within a 75-mile radius.

Employees with any questions about their eligibility for FMLA leave should contact TECS's Director or written designee.

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

i. To care for the employee's son or daughter during the first 12 months following birth;

ii. To care for a child during the first 12 months following placement with the employee for adoption or foster care;

iii. To care for a spouse, son, daughter, or parent (“covered relation”) with a serious health condition;

iv. For incapacity due to the employee’s pregnancy, prenatal medical or child birth; or

v. Because of the employee’s own serious health condition that renders the employee unable to perform an essential function of her or her position.

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

(d) Covered Service member Leave. Eligible employees who are family members of covered service members are entitled to take up to 26 workweeks of leave in a “single 12-month period” to care for a covered service member with a serious illness or injury incurred in the line of duty on active duty. The definition of “family members” includes family members covered in 3(b)(iii) and “next of kin,” which means the nearest bold relative (including siblings, grandparents, aunts, uncles, and first cousins). The 26 weeks include leave for qualifying exigencies described below. All other provisions of the FMLA apply, such as employee eligibility, appropriate notice, medical certifications, definitions, etc. As with other types of leave, TECS has the right to require the employee to support a request for leave with an appropriate medical certification. When two eligible employees are married and work for TECS, and when the reason triggering the FMLA event is to care for a service member under this section, a combined total of 26 weeks applies.

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

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

(f) Intermittent Leave. Intermittent leave and reduced work schedules are allowed

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

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

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

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

(i) Employee Responsibilities When Requesting FMLA Leave.

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

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

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

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

(j) Employer responsibilities.

1. When an employee requests leave, TECS will inform the employee whether he or she is eligible under the FMLA. If the employee is, the employee

will be given a written notice that includes details on any additional information he or she will be required to provide. If the employee is not eligible under the FMLA, TECS will provide the employee with a written notice indicating the reason for ineligibility.

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

(k) Medical Certification.

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

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

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

(l) Reporting While on Leave. If an employee takes leave because of the employee's own serious health condition or to care for a covered relation, the employee must contact TECS on the first and third Tuesday of each month regarding the status of the condition and his or her intention to return to work. In addition, the employee must give notice as soon as practicable (within 2 business days, if feasible) if the dates of the leave change, are extended, or were unknown initially.

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

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

i. Leave near the end of a semester:

(A) If an instructional employee begins leave more than five weeks before the end of a semester, TECS may require the employee to continue

taking leave until the end of the semester if (i) the leave will last at least three weeks, and (ii) the employee would return to work during the three-week period before the end of the term.

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

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

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

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

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

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

I. Bereavement Leave: After a documented death in the immediate family of any employee, TECS provides up to three (3) consecutive days of bereavement leave without loss of pay beginning with the date of death and ending with and/or including the day after the funeral or final services.

For each bereavement day the employee was schedule to work, an employee may receive pay in an amount equivalent to the number of hours the employee was schedule to work that day, or if instructional personnel, number of days. An employee may be required to submit proof of death and/or funeral or services date.

Immediate family includes current spouse, parent, step-parents, parent-in-law, step parent-in-law, grandparent, child, stepchild, grandchild, sibling, step-siblings, current domestic partner, child of domestic partner and any relative living in the household of the employee.

J. Leave for Jury Duty and Subpoena for Witness Service: If you are a regular employee, full-time or part-time, and are required by an order of court to serve as a juror, TECS will pay you the difference between your jury duty pay and your regular straight-time pay for any schedule work time that you miss during the first

two weeks of your jury duty. To be reimbursed, you must present a court voucher and proof of actual jury duty service.

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

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

K. Professional Leave: may be granted at the discretion of the Director, upon request, for professional development, professional organizational activities, TECS-related professional activities, or other activities related to the employee's assignments.

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

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

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

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

dates you will be on duty so that arrangements can be made for replacement during this absence.

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

P. Domestic Violence Leave: Domestic Violence Leave:

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

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

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

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

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

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

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

Q. Leave Bank: The School maintains an Employee Leave Bank, where employees may (but are not obligated to) contribute their unused, accrued personal/annual and sick leave for the use and benefit of eligible employees who have exhausted their own leave and who are in need of additional paid leave for a medical emergency. Please see the Director for Leave Bank policies/procedure.

ACKNOWLEDGEMENT BY EMPLOYEE

I have received a copy of the TECS Employee Handbook and shall read and abide by its provisions.

Signature of Employee

Date and Time

Received by:

Name

Date and Time