



**The MASTERS Program**  
**Early College Charter High School**

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**EMPLOYEE  
HANDBOOK**

**APRIL 2019**

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 TMP AND ANY OF ITS EMPLOYEES. ADDITIONALLY, THIS HANDBOOK IS NOT TO BE CONSTRUED BY AN EMPLOYEE AS CONTAINING BINDING TERMS AND CONDITIONS OF EMPLOYMENT. TMP RETAINS THE RIGHT TO TERMINATE ANY EMPLOYEE, AT ANY TIME, CONSISTENT WITH NEW MEXICO LAW AND THE NEW MEXICO SCHOOL PERSONNEL ACT.

# THE MASTERS PROGRAM – EMPLOYEE HANDBOOK

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## I. OVERVIEW OF THE MASTERS PROGRAM

**A. Mission:** The MASTERS Program (TMP) is committed to the development of engaged, compassionate students who value academic excellence and education beyond high school, service to others and creating a conscious community.

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

- Provide a challenging and rewarding workplace and experience.
- Select employees on the basis of skill, training, ability, attitude, and character without discriminating.
- Review wages, employee benefits, and working conditions periodically with the objective of being competitive in these areas, consistent with sound business practices.
- Assure employees, after talking with their supervisor, an opportunity to discuss any issue or problem with the appropriate administrator.
- Take prompt and appropriate action to resolve complaints which may arise in the everyday conduct of our business.
- Respect individual rights and treat all employees with courtesy and consideration.
- Maintain open communications and mutual respect in our working relationships. TMP has a Communication Agreement that is reviewed each year with all staff and that we endeavor to live up to.
- Promote an atmosphere consistent with TMP's vision, mission, and goals.

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at the discretion of the Governing Council, and the policies in this Handbook may be amended, revised, supplemented, or rescinded at any time, at the sole discretion of the TMP Governing Council.

**C. Relationship with SFCC:** TMP is a New Mexico public school authorized by the New Mexico Public Education Commission. Although TMP is located on the Santa Fe Community College (SFCC) campus, TMP is a separate legal entity. Any joint activities coordinated between TMP and SFCC are specifically governed by written agreements, which must be followed by all TMP employees and students. TMP employees are employed by TMP and should have no expectation that any rights, duties or responsibilities are owed to them by SFCC. All relationships with TMP employees and SFCC employees or representatives are governed by specific agreements. We should not assume at any time that we have the same entitlements as SFCC employees while performing our responsibilities for TMP. We must recognize and respect the separateness of the two entities, while at the same time work cooperatively with SFCC to ensure the success of TMP. If you have a question about your working relationship with SFCC faculty or staff, contact the TMP Head of School.

TMP leases space, equipment, classroom, and furnishings from SFCC. The lease requires TMP to observe certain SFCC rules regarding proper use of the campus. TMP employees and students are required to follow SFCC rules concerning use of SFCC facilities, property (including parking lots) and equipment. Because TMP classrooms will be shared with SFCC

during the school day, TMP employees are expected to leave their classrooms each day in a condition that will not interfere with the smooth transition between TMP use and SFCC use of the same areas

**D. Expectations of our Working Together:** How we interact with one another, SFCC employees, and those whom TMP serves, affects the success of our school. Each of us will contribute to our reputation, our ability to draw and serve students well, and our longevity. We are dedicated to making TMP an organization in which everyone can contribute to problem-solving by voicing opinions and contributing suggestions. We ask that all of us abide by the following:

**1. Expectations for Teaching at TMP.** There are expectations around teaching at TMP that include but are not limited to the following:

- That teachers teach in a dynamic, interactive way that engages students in the learning process;
- That teachers return student work, homework, tests, projects in a timely manner **and post grades to update the Student Information System every two (2) weeks;**
- That teachers recognize that students learn in multiple ways and hence vary their teaching methods accordingly: lecture, projects, cooperative group work, presentations, discussions, etc. Teachers incorporate modifications as mandated by student IEP's.
- That keeping on top of the latest research on teacher effectiveness and making professional growth a high priority is a mark of a teaching professional;
- That all employees recognize that students will follow what we do more than what we say and hence it is the expectation that we are punctual to our classes and our meetings.

**2. Relating To Students.** There are expectations around relating to students that include but are not limited to the following:

- That teachers treat their students with respect even when they sometimes do not receive respect;
- That teachers talk to students in a supportive manner and do not yell or raise their voices with students;
- That teachers vary their style of interaction with students relative to the student and to the need at hand. For example, it may be necessary to be stern with students at times, it may be necessary to be direct at times, it may be necessary to be ambiguous at times; but at all times it is necessary to be loving;
- That teachers listen to students in good times and in bad;
- That teachers give students extra help when needed whenever time can be found;
- That teachers have consistent expectations and supply appropriate consequences when those expectations are not met. Those consequences should be consistent with the development of leadership in the individual student.

**3. Relating To Peers.** Fundamental to a healthy organization is how a faculty relates to each other. A supportive, collegial relationship that fosters community, challenge, innovation, success and failure is best. There are expectations around relating to peers that include but are not limited to the following:

- That colleagues share teaching strategies that work and do not work with each other;
- That colleagues endeavor to seek out their peers to find out what is going on in their classrooms and to collaborate on themes, concepts and projects;
- That colleagues are welcome in each other's classrooms;
- That colleagues are encouraged to speak directly to one another when there is something bothering them;
- That colleagues refrain from talking about other colleagues in a negative way when they are not present;
- That colleagues help their colleagues covering an occasional class, as needed.

**4. Relating To Parents.** Research has clearly shown that involving parents in a youngster's school and into a youngster's education yields positive results for both. Yet at times, conflicts arise over how a student is taught, evaluated and dealt with. Educating young adults presents an additional challenge in that it is a time in young people's life when she/he are separating from his/her parents, yet cannot do so completely.

It is the expectation of the school that we as teachers embrace that challenge by:

- **Returning email or phone requests for communication within twenty-four (24) business hours.**
- Listening actively to parents' concerns and working collaboratively with them to solve whatever problems emerge and to improve the education and performance of their child;
- Speaking with parents in a professional manner, not with a raised voice or in an overtly defensive posture but in terms where we make our points clearly, always keeping in mind that the student is the primary focus of consideration;
- Remembering that at times, educating the parent to the issues involved is as important as educating the child, hence remembering that since teaching and learning is at the heart of our enterprise, we will endeavor to work together to resolve issues.

**5. Dealing With Conflict.** Constructively engaging conflict propels an organization forward. Often conflict **not done constructively does not propel an organization forward, but sets it back, and makes people uncomfortable.** When conflict is avoided inappropriately **due to discomfort,** it can fester and, over time, escalate into a larger, more destructive situation. It can also go underground and manifest in a variety of corrosive behaviors such as passing rumors, passive-aggressive actions, formation of cliques, etc.

Conflict is inherent when diversity of learning, teaching and behavioral styles are encouraged, and when gender, ethnic, age, political and cultural differences among students, teachers and parents are embraced. TMP recognizes that there is no growth without conflict and encourages its employees to constructively engage conflict. We achieve this by welcoming

differing opinions and discussing them.

It is the expectation of the school:

- That all employees recognize that conflict is necessary for the growth of the organization, and hence conflict is not feared nor avoided;
- That when conflict occurs with another colleague, communication is directed to that colleague in order to learn from that conflict;
- That when a conflict occurs between teacher and student, teachers model appropriate conversation and techniques to students to help them resolve conflicts among each other and between students and teachers;
- That if a conflict continues, steps be taken to bring in a mediator to help resolve the conflict.
- That an essential question of “what can be learned from this conflict?” be the frame upon which conflict is engaged constructively.

It is the expectation of the school that all employees think and act as learners.

TMP 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 Head of School to discuss any concern, problem, or issue that arises during the course of your employment. Please remember it is counterproductive for employees to create or repeat rumors or office gossip.

## II. EMPLOYMENT POLICIES AND PRACTICES

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

**B. Employees with Disabilities:** In accordance with the Americans with Disabilities Act (ADA), TMP 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.

TMP 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 Head of School. In accordance with the ADA, TMP 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 TMP or other employees. If you believe that you have been unlawfully discriminated against because of a disability, you should discuss the matter with the Head of School or his/her designee.

**C. Anti-Harassment/Discrimination Policy:** TMP 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 Head of School or his/her designee for clarification.

**1. No Tolerance Harassment/Discrimination Policy.** TMP is committed to creating a workplace free of discrimination and harassment. Both the law and TMP 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 school. It is in effect not only at TMP's primary site, but during all school-sponsored functions.

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

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

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

This list is not exhaustive and applies to conduct by co-workers, supervisors, volunteers and others invited to 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, FOLLOW THE PROCESS DESCRIBED IN PARAGRAPHS 3 THROUGH 6 BELOW.**

**b. HARASSMENT/DISCRIMINATION OTHER BASIS:** Other prohibited harassment includes verbal or physical conduct which degrades or shows hostility or aversion toward an individual even partly because of a person's belonging to a protected class. Conduct similar to that described above as sexual harassment and discrimination, if based on one of these protected classifications is illegal. For example, verbal conduct such as epithets, jokes based on ethnicity, 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 TMP are responsible for taking appropriate action to prevent and eliminate harassment and discrimination at TMP. If you experience discrimination or harassment, TMP 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 **or student**, 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 TMP's Head of School, the School Counselor or the Business Manager. 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.** TMP 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 termination or discharge.

**6. Complaint Procedure, 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. TMP will investigate every report of harassment or discrimination. In conducting an investigation, TMP 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."

**7. 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 TMP Governing Council or to a neutral third party, whichever is deemed appropriate by the Head of School and the Governing Council president, under the circumstances. The employee appealing the supervisor's decision must submit a written appeal to the Head of School with copies to the other party within five (5) working days of the determination date. The non-appealing party and supervisor of the appealing party has the option of submitting written materials in support of their respective positions within three (3) working days from the date they receive the appealing parties' appeal.

**8. 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. TMP 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 his/her position. If you would like to request reasonable accommodation based on your religious beliefs, you should contact the Head of School or his/her designee. You may be asked to provide appropriate documentation to support your request.

**E. Employee Background Check:** Prior to becoming an employee of TMP, 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, TMP may terminate your employment.

**G. Personnel Records:** TMP will make every effort to restrict the personnel information maintained by it to that which is necessary for the conduct of its business or which is required by federal, state, or local law. The Head of School (or designee) is responsible for overseeing the record keeping for all personnel information. Employees have a responsibility to ensure their personnel records are up to date and should notify the Head Master or designee 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 notify the Head of School or the Business Manager as soon as possible.

**1. Contents of File.** An employee's personnel file may contain the following information:

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

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

- a. Employment medical records;
- 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 Head of School (or designee). Such an inspection must be requested in writing to the Head of School (or designee) and will be scheduled at a mutually

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

#### **H. Work Schedule:**

**1. Business Hours and Workweek.** TMP generally operates from 8:00 am until 4:30 pm. The standard work week is forty (40) hours. Work schedules are determined by the Head of School. Please consult with the Head of School if you have any questions concerning your work schedule.

**2. Classroom Coverage.** Students must be supervised at all times and are never left unattended. You must notify the Head of School in advance, arrange adequate coverage and inform the Head of School who will be covering for you.

**3. Absence or Lateness.** If you are unable to report to work, or if you will arrive late, you are required to contact the Head of School before 7:30 am to discuss whether there is a need for a substitute. Each employee must fill out an Employee Leave form for the Business Manager to track days/hours missed. See, Leave Policies, Article VII. below.

**4. Severe Weather and Emergency Conditions.** In the event of severe weather conditions or other emergencies, TMP will follow the Santa Fe Community College schedule.

### **III. WAGE AND SALARY POLICIES**

**A. TMP Salaries Generally:** Employee compensation will be structured to attract, motivate, retain, and reward high quality personnel to effectively carry out the objectives of TMP 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. TMP 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 two week period from Mondays 12:00 AM until Sundays 11:59 PM. Employees are paid each subsequent Friday following the completion of that pay period. Employees' checks reflect compensation for that pay period, less required payroll deductions. If an employee is hired after a payroll deadline the first paycheck will be delayed until the second payday after the employee's start date. Employees are issued pay checks every two (2) weeks or twenty-six (26) times per year.

Employee deductions are itemized on payroll stubs. Employees should review paycheck stubs carefully each payday. If, at anytime, a question about the amounts shown on the employee's paycheck arises or about how they are calculated, the employee should contact the Business Manager. If an employee is overpaid, and it is later discovered, the employee will be required to return the overpayment in full to TMP.

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

**D. Salary Increases:** TMP Governing Council shall set the salary schedule based on the school'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, individual qualifications **and legislative mandates.**

**E. Direct Payroll Deposit:** Direct payroll deposit is the automatic deposit of an employee's pay directly into a financial institution account. Contact the Business Manager for details and the necessary authorization forms. This is a benefit TMP provides for your convenience. TMP encourages all employees to take advantage of this service.

**F. Mandatory Deductions from Paycheck:** Federal, state and local income taxes and employee contributions to Social Security and New Mexico Educators retirement system will be deducted from employee's pay checks as required by law. These deductions will be itemized on the check stub. The amount of the deductions will depend on employee earnings and employee exemptions. Modification of employee exemptions must be made in writing. Other mandatory deductions from employee paychecks include court-ordered garnishments or support deductions. If TMP receives a court order mandating pay garnishment, the employee will be notified and provided a copy of the order. TMP will comply with the court order until such time as the employee provides a subsequently dated and signed court order directing TMP to cease making the deduction from the employee's pay check.

**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. **Meal expense not related to overnight travel requires that the employee documents the business purpose, attendees and matters discussed. Mileage for business travel will be reimbursed at the statutory rate as amended which is 80% of the IRS rate set January 1 of the previous year.**

All employees must obtain prior written authorization for expenditures for which they expect to be reimbursed by TMP. Failure to follow the appropriate procedures **prior** to incurring an expense for which reimbursement is sought, may result in a denial of an employee's request.

**Employee Expenses will be reimbursed only if they meet the following criteria:**

- 1. The expense was approved by the Head of School or Business Manager prior to its being incurred, ensuring its business connection.**
- 2. The expense is a deductible business expense for the employer.**
- 3. The expense would be deductible on the employee's 1040 if it were not reimbursed.**

**H. Employment Classifications:** An employee is classified as either "regular full-time," "part-time" or "short-term." In addition, employees are classified as either **non-exempt** or **exempt**. Certain policies and procedures outlined in the Employee Handbook may apply differently to employees depending on how his/her job position is classified.

**1. Non-Exempt and Exempt Employees.** Upon hire or transfer to a new position, employees are classified as either "exempt" or "non-exempt." **Generally, non-exempt employees are those employees that are paid on an hourly basis.** Non-exempt employees are entitled to overtime pay for hours worked in excess of forty (40) hours per workweek. **Details for overtime pay basis is below.**

**All non-exempt employees are required to maintain individual time records of hours worked on a weekly basis. Employees should record their starting time, time for lunch, quitting time and total hours worked for each day.**

Exempt employees are Head of Schools, Business Managers, Teachers, Counselors, Social Workers, and others whose duties and responsibilities qualify them as "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) **as amended** and any applicable state laws.

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

**3. Part-Time Employees.** An employee who is regularly scheduled to work less than 40 hours per week is considered a part-time employee. Employees working less than 25 hours per week, 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.** Non-exempt employees will be paid overtime **one and one half of their hourly rate for each hour worked over 40 hours in the defined workweek** in accordance with state and federal laws. Any overtime must be approved in advance by the employee's supervisor **and the Head of School**; failure to obtain authorization prior to working overtime may result in disciplinary action. For purposes of determining overtime pay, TMP's work week shall be from 12:00 a.m. Monday until 11:59 p.m. Sunday. **An approved Overtime Authorization Form must be submitted to the Business Manager before overtime is worked.**

**5. Compensatory Time.** TMP does not award compensatory time off.

## IV. PERFORMANCE

**A. Performance Reviews:** The Head of School will follow governing council policies and New Mexico Public Education Department requirements when conducting **evaluations** of all licensed and certified personnel. Non-exempt employees will be evaluated annually. The Head of School will be evaluated no less frequently than once per year by TMP's Governing Council.

During a formal performance review the Head of School 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; and/or
- All other competencies for the employees position, level of licensure or certification.

Additional areas will also be reviewed as they relate to the employee's specific job. Along with incorporating competencies, TMP 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 TMP to engage its employees in development activities, thereby enlisting its entire staff in continuous learning based on quality feedback.

The employee's review process provides an opportunity for collaborative, two-way communication between the employee and the Head of School. This is a good time to discuss the employee's interests and future goals. The Head of School is interested in helping the employee to progress and grow in order to achieve personal as well as work-related goals. The Head of School can answer any questions the employee has about the performance review process.

## V. STANDARD OF CONDUCT

Generally speaking, TMP expects 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 an employee has any questions concerning any work or safety rule, or any of the unacceptable activities listed in these policies, please see the Head of School for an explanation. In general, please observe these:

### **TMP Faculty And Staff Responsibilities**

- Use professional ethics and confidentiality in relationships with students, parents, community and other school employees;
- Promote and develop a safe, positive and orderly atmosphere for learning and teaching;
- Demonstrate by attitude and actions genuine concern and respect for each student;
- Read, know, follow and uniformly enforce the Code of Conduct and school rules in a strict, fair and consistent fashion;
- Devote school hours exclusively to official duties;
- Inform parents about the academic progress, attendance and conduct of their child in a timely manner;
- Maintain accurate student records;
- Plan, provide and conduct a program of instruction that captures the interest and meets the needs of each student. Provide accurate and up-to-date lesson plans;
- Exercise good classroom management that supports civic responsibility;
- Use conflict resolution and de-escalation skills;
- Be punctual to each of your appointments;
- Assist the Head of School in maintaining school order and discipline by assisting with the supervision of students and enforcing school rules;
- Be present at any disciplinary conference concerning serious classroom disruption;
- Support parent and/or guardian participation in school organizations, committees, and volunteer activities;
- Report all alleged acts of misconduct, including bullying, to Head of School immediately;
- Report serious or repeated violations that require the Head of School's intervention;
- Follow and enforce the district's policy and regulation regarding narcotics,



drugs (prescription/non-prescription), alcohol, mood-altering substances and tobacco;

- Enforce rules and regulations prohibiting discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth or related medical conditions), sexual orientation, national origin or ancestry, age, physical or mental disability, medical HIV-positive status, veteran status, marital status, or any other basis protected by federal, state, or local law; and,
- Respond to parent requests in a prompt and timely manner.

**A. TMP and Staff Meetings.** On occasion, employees are required to attend a meeting or school function outside the duty day. Non-exempt employees, you will be paid for any additional duty requirements. Exempt employees are expected to attend as part of their professional responsibilities. Prior approval by the Head of School will be required for any overtime.

**B. Computer Software (Unauthorized Copying).** TMP licenses the use of computer software from a variety of outside companies. TMP 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 school-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 termination or discharge from employment.

**C. Employee Technology Acceptable Use Policy.** TMP may provide technology resources and business equipment to its faculty and/or 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 TMP technology resources is a privilege granted to employees for the enhancement of job-related functions, violation of which may result in disciplinary actions.

TMP does not attempt to articulate all possible violations of this policy. In general, users are expected to use TMP 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, any other protected class 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 TMP, 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 TMP computers for personal business.

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

**D. Dress Code and Personal Appearance.** Employees are expected to dress and groom according to accepted social and business standards. Employees are expected to be suitably attired and groomed during working hours or when representing TMP.

**E. Drug-Free Workplace Policy.** TMP realizes that on-the-job substance abuse is a pervasive problem throughout American society. TMP recognizes that substance abuse in the work place can seriously injure the health of employees, adversely impair job performance, and endanger the safety and wellbeing of other employees, students and members of the community. In addition, increased health care problems arising from substance abuse can cause increased health care costs to the employee and TMP in the form of treatment costs and increased insurance costs. Therefore, in response to this significant problem, the Board has adopted this policy and will make a good faith effort to maintain a drug-free work place.

**1. Prohibited Practices.** Substance abuse in the work place, on school premises, during school programs, or while on school business is prohibited. The unauthorized manufacture, distribution, dispensation, sale, possession, or transfer, use or being under the influence of controlled substances (as proscribed by the Controlled Substances Act and Schedules I through V of the Federal Drug Free Work Place Act of 1988) or any other substance abuse in the work place, on school premises, during school programs, or while on school business constitutes a violation of this policy. Also prohibited is possessing, selling, giving away or using any equipment or apparatus used for measuring, packaging, distributing or facilitating the use of drugs.

**2. Disciplinary Actions.** Any violation of these prohibited practices by an employee may result in disciplinary action up to and including dismissal, reprimand, suspension with or without pay, termination or discharge from employment and referral for investigation and/or prosecution by law enforcement agencies. A disciplinary action may also include the satisfactory completion of a rehabilitation program at the employee's expense. However, when an employee acknowledges having an alcohol and/or drug abuse problem and willingly undergoes treatment, his/her job rights and job security will not be jeopardized, provided that there is no danger to the health or safety of students or other staff during the period of treatment.

**3. Definitions.**

- “Substance abuse” means the unauthorized possession, distribution, dispensing, manufacture, sale, or use or being under the influence of controlled substances that are identified in the United States code, Title XXI, Chapter 13) or in implementing regulations, 21 CFR Sections 1308.11 to 1308.15, where the use is neither authorized by law nor a valid prescription. The misuse of a legal substance, including but not limited to prescription drugs, may affect an individual’s ability to perform his or her job in a safe, adequate and secure manner. Controlled substances include, but are not limited to: marijuana, barbiturates, anabolic steroids, cocaine, (including crack), amphetamines, heroin, PCP, hallucinogens, and certain prescription drugs. Substance abuse shall also include the unauthorized use or possession of, or being under the influence of, alcohol or alcoholic beverages on school premises or during school programs and look-alike drugs. Also included are solvents or inhalants used for intoxication and any substances that are represented to be controlled or illegal substances.

- “School premises” means any school building and any school property, any school-owned vehicles and any other school-approved vehicle used to transport students to and from school activities or for school business.

- “School programs” means any school sponsored or approved activity, event or function, on or off school premises where students are under the jurisdiction of the school; or during any period of time school employees are supervising students on behalf of TMP or are otherwise engaged in school business. Collectively, school premises and school programs constitute the work place.

**4. Use of Authorized Prescriptions and Drugs.** Authorized prescription drugs and “over the counter” legal drugs may be used at the work place so long as prescribed dosage and recommended use is not exceeded and the use of these drugs does not adversely affect the employee’s ability to perform required work in a safe and secure manner. When such legal drugs are to be used at the work place and will affect performance, employees should inform their supervisors.

**5. Federal Funding Requirements.** TMP is a recipient of federal funding and is subject to the Federal Drug Free Work Place Act of 1988. As a condition of employment each employee shall notify his or her employer of such employee’s conviction of any criminal drug statute for a violation occurring in the work place no later than five (5) days after such conviction. As a condition of employment, each employee shall abide by the terms of this policy. Any employee who violates the terms of this policy may be disciplined, up to and including dismissal, reprimand, suspension with or without pay, termination or discharge from employment and referral for investigation and/or prosecution by law enforcement agencies for violation of the standards of conduct or may be required to participate in and satisfactorily complete a drug abuse assistance or rehabilitation program approved by the school at the employee’s expense.

**6. Employee Assistance.** Substance abuse affects employee performance, conduct, and/or reliability. TMP strongly encourages employees who engage in any form of substance abuse, including alcohol or other drug-related problems, to voluntarily refer themselves for assistance. TMP will provide information or referral for employee assistance, rehabilitation, and/or counseling. Referrals may be provided for employees who request medical help or rehabilitation. Therefore, employees who voluntarily seek such assistance, termed self-referrals, will be accorded different treatment than supervisor referrals. Information regarding the employee who is participating in the program will be treated as confidential and will be accorded the protection required by applicable state and federal law. Employees who have

entered into rehabilitation must comply with the terms of the program. Employees entered into inpatient rehabilitation a part of a prescribed program will be placed on appropriate leave status for that period. Fees and expenses incurred are the responsibility of the employee.

**7. Employee Performance/Supervisor Referrals.** If a supervisor observes conduct or performance that indicates that there is cause to believe that substance abuse is a factor, supervisors are to take appropriate action as directed in this policy when:

- Behavior is observed that may pose an immediate threat to the health and safety of the employee or of others and the supervisor reasonably suspects that substance abuse may be a contributing factor.
- The use of controlled substances, the misuse of legal substances, or unauthorized use of alcohol has been observed in the work place; or,
- A work-related accident or incident occurs where the supervisor reasonably suspects that substance abuse, misuse of legal substances, or alcohol abuse may be a contributing factor.

**8. Standards of Conduct.** All employees are expected to cooperate fully with the School's objective of maintaining a Drug-Free Work Place. Failure to do so is deemed to be a violation of this policy and the standards of conduct prescribed therein. Accordingly, in the event that an employee violates this policy, refuses to submit to a required evaluation for substance abuse, refuses rehabilitation, fails to complete a prescribed rehabilitation program, fails to submit required documentation relative to evaluation, or falsifies any record relative to abuse of any substance, such employee will be subject to disciplinary action up to and including termination or discharge.

The obligation of employees in certain positions to perform their duties unimpaired holds direct consequences for the safety of the students of the School and of the general public. Examples would include any positions that involve driving a motor vehicle as a prime and regular duty. As to such employees, in addition to the enforcement procedures set forth above, the Governing Board reserves the right at any time to require the submission of blood, breath, or urine samples by any such employees for testing by an authorized testing laboratory. The School will not engage in random testing or general periodic testing for drug or alcohol use by other employees.

**9. Education Program.** The Head of School shall be authorized to arrange, if necessary, for periodic (at least annually) training and education in the dangers and risks to physical and mental health, economic welfare, and civil status from the use of illicit drugs and abuse of alcohol and tobacco.

The Head of School will post notices regarding drug-free work place on major bulletin boards at each school site and administrative building and will likewise post notices in prominent areas frequented by students on all school sites.

This policy shall be included with the orientation package of materials for each new employee. The Head of School will distribute the policy to each employee under his/her supervision and will maintain records signed by the employee substantiating this distribution and stating that compliance with the policy is mandatory. This policy shall also be incorporated in student handbooks.

**10. Confidentiality and Due Process.** Employees and students are assured that every effort will be taken to protect their confidentiality. Actions taken in enforcement of this policy shall comply with such hearing or due process procedures as may be required by district policy or state laws.

**11. Policy.** This policy is adopted in accordance with Public Law 101-226, Drug-Free Schools and Communities Act Amendments of 1989, for receipt of federal program funds.

**F. Employee/Immediate Family Members Doing Business With the School.** 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 TMP. This provision shall not apply in cases in which school 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.

The TMP Governing Board reserves the right to grant a waiver of unlawful employee participation in a procurement process, pursuant to Section 163 of the Procurement Code (NMSA 1978, Section 13-1-190), upon making the following findings:

- The contemporaneous employment or financial interest of the employee has been publicly disclosed.
- The employee will be able to perform the procurement functions without actual or apparent bias or favoritism; and
- The employee participation is in the best interest of the school.

In the event that the TMP Governing Council determines that it is in the best interest of the school district to waive unlawful employee participation, an affidavit stating the terms of the waiver have been complied with shall be completed by the participating employee(s) and appropriate school official(s) and remain on file in the school's business/finance department and in the procurement file for the applicable transaction.

The term "employee" includes all persons receiving a salary, wages or per diem and mileage from a state agency or local public body whether elected or not and any non-compensated individual performing personal services as an elected or appointed official or otherwise for a state agency or a local public body.

**G. Ethical Misconduct.** Head administrators of charters schools are required to investigate and then report alleged ethical misconduct as defined below, engaged in by a licensed school employee to the PED as follows:

- Ethical Misconduct is defined as "unacceptable behavior or conduct engaged in by a licensed school employee and includes inappropriate touching, sexual harassment, discrimination and behavior intended to induce a child into engaging in illegal, immoral or other prohibited behavior."
- An investigation must be conducted when a licensed employee is being terminated or discharged, or otherwise leaves employment after an allegation of ethical misconduct is made against that employee.
- TMP must complete the investigation within 30 days of the licensed employee's departure and then report the matter to the PED but only if the investigation results in a finding of wrongdoing.
- The reporting must be done on a standardized form, a copy of which cannot be maintained in any file at TMP.

- The law prohibits TMP from entering into a settlement agreement with such a departing employee that would eliminate the responsibility of investigating and reporting to the PED the alleged ethical misconduct. Any such agreement is void.
- The PED has 90 days from receipt of the investigatory report to file a Notice of Contemplated Action against the reported licensed employee or else the employee's report and attendant records must be expunged from the PED's licensure files. The 90 day timeframe does not apply if the PED has already commenced its own investigation of the reported licensee prior to receipt of the report from the school district.
- The PED Secretary can suspend, revoke or refuse to renew the license of a person who fails to report as required by this law.

**H. Gifts and Gratuities.** Individual employees shall neither solicit nor accept personal gratuities, favors or anything of monetary value from contractors or merchants with whom TMP is doing business or who are attempting to sell goods or services to the schools. Individual employees shall not request, receive, or accept a gift or loan for themselves or to another that tends to influence them or appear to influence them in the discharge of their duties as employees. Business with suppliers to the School will not be influenced or appear to be influenced by an employee's financial interest. This policy does not preclude acceptance of food or drinks of a social nature or participation in a social event.

**I. Political Activities by Employees and Others.** Employees seeking political office, as well as other candidates, are prohibited from conducting campaign activities during regular working hours on school premises. Under no circumstances will a candidate be permitted to use students during school hours in any campaign activity. Similarly, candidates are prohibited from using school machines or materials to produce campaign literature. Those seeking to promote themselves or another candidate for election are to observe the following rules:

- Candidates or their supporters may not place campaign materials in schools.
- Candidates, if invited by the faculty, will be permitted to address the group after school hours. Attendance for faculty members will not be mandatory. Otherwise, no campaigning will be allowed in the buildings. No visits to classrooms or lounges for campaigning purposes will be permitted.
- Students are not to be asked to take home campaign literature for individual candidates.
- School phones will be left free for school business.
- Sale of tickets for campaign fundraisers will not be permitted on school premises.
- SFCC rules regarding use of SFCC facilities in connection with political activities shall govern if there is a conflict between this rule and SFCC's policies.

**J. Smoking.** The use of tobacco, or tobacco products at school or any TMP-sponsored functions, events or activities is prohibited for students, faculty, and staff.

**K. Employment of Relatives.** Employees may not supervise or be supervised by a family member. The Head of School will decide which employee may be transferred in situations where related family members are employed by TMP. Family members include the employee's spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, granddaughter, grandson, daughter-in-law, son-in-law, step-parent, domestic partner (a person with whom the employee's life is interdependent and with whom the employee shares a mutual residence), brother, sister, brother-in-law, sister-in-law, daughter or son of the employee's spouse or domestic partner, and any relative living in the household of the employee or domestic partner.

Should two employees who work together or supervise each other enter into a personal, non-work related relationship, one or both employees may have to be transferred.

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 head administrator may be employed by TMP unless approved by the governing council. The Governing Council may not hire a head administrator who is the spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, or brother-in-law of any member of the Governing Council.

**L. Solicitations and Distributions.** Solicitation for any cause during working time and in working areas is not permitted. Employees are not permitted to distribute non-TMP 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 management approval. Persons not employed by TMP are prohibited from soliciting or distributing literature on TMP property or on SFCC campus.

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

TMP will provide employee information to outside agencies only upon written authorization of the employee or as provided by law. Only the Head of School or his/her designee can make decisions about releasing confidential personnel information. Most banks, credit agencies, or other parties requiring employment information will provide an appropriate form. An employee must provide a written and signed authorization form to the school, before TMP will release personal information to a third party. TMP’s standard reference letters are limited to confirming dates of employment, job title, and current rate of pay. All requests for employment verification must be received by the Head of School or Business Manager in writing. TMP’s response will be in writing. TMP does not provide letters of recommendation.

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

In addition, TMP also expects that employees respect the privacy of 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.

**N. Employee Privacy.** TMP reserves the right to search any person entering on its property, the property of SFCC, or offsite while performing services for TMP 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 an employee does not want to have inspected should not be brought to work.

**O. Basis for Conduct-related Discipline.** In addition to the foregoing described standards of conduct, the following is a list of unacceptable activities that can result in disciplinary action, up to and including termination. This list should NOT be considered

comprehensive and nothing in this list alters the at-will nature of employment for some employees.

1. Violation of any TMP policy.
2. Violation of security or safety rules or failure to observe safety rules or TMP 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 TMP 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 TMP property or at any school sponsored event.
6. Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on TMP premises or when representing TMP; fighting, or provoking a fight on TMP property.
7. Insubordination or refusing to obey reasonable instructions or directives issued by the employee's 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 school property, or the property of fellow employees, customers, suppliers, or visitors in any manner.
10. Theft or unauthorized possession of school property or the property of fellow employees; unauthorized possession or removal of any school property, including documents, from the premises without prior permission from administration; unauthorized use of school equipment or property for personal reasons; using school equipment for personal profit or business.
11. Dishonesty; falsification or misrepresentation on the employee's application for employment or other work records; untruthfulness about sick or personal leave; falsifying reason for a leave of absence or other data requested by TMP; unauthorized alteration of TMP 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 TMP property.
14. Conducting a lottery or gambling on TMP premises or when using TMP 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 in these TMP policies.
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 TMP telephones for personal calls.
20. Smoking on TMP property or in TMP 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 TMP premises.
24. Speeding or careless driving of vehicles.
25. Failure to immediately report damage to, or an accident involving, TMP 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 TMP premises.
27. Failure to use required timesheets, alteration of your own timesheet or records or attendance documents, punching or altering another employee's timesheet or records, or causing someone to alter your timesheet or records.
28. Any other act or omission which impairs or restricts the ability of TMP to provide a safe and healthy environment for employees and students.

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

An employee's 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 HEAD OF SCHOOL RESERVES THE RIGHT TO DISCIPLINE AN EMPLOYEE BY TAKING WHATEVER ACTIONS, AT HIS/HER SOLE DISCRETION, HE/SHE DEEMS TO BE APPROPRIATE AND IN THE BEST INTERESTS OF THE SCHOOL, UP TO AND INCLUDING TERMINATION OR DISCHARGE.**

In the case of serious misconduct, an employee may be placed on administrative leave (with pay) or be suspended (without pay) while the employee's supervisor investigates and considers appropriate action. The investigation may have one of the following results: (a) if the circumstances do not justify suspension, the employee will be allowed to return to work, although other disciplinary action may be taken; (b) if the circumstances do justify suspension the employee will be notified of the suspension and dates and conditions for returning to work. The employee will not be paid or accrue sick leave (if applicable) for the period suspension occurs; or (c) if the circumstances justify termination, and the employee is not a "tenured" employee within the meaning of the New Mexico School Personnel Act, the employee will be dismissed and a final paycheck will be issued excluding time of unpaid suspension. If the employee is "tenured," and the circumstances justify termination or discharge, the process outlined in this handbook will be followed.

**Q. Grievance Procedures.** TMP 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 TMP 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 TMP 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.*

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

### **1. Definitions.**

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

(b) "Grievance" means an allegation by an employee that the treatment he or she has received from a supervisor or fellow employee is unfair or improper, or that there has been a violation, a misinterpretation or an inequitable application of school 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 supervisor or other employee(s) of TMP whose conduct or actions are the subject of the grievance.

**2. Limitations to Grievance Procedure.** A grievance cannot be filed by a former employee after the effective date of termination or discharge from employment. The following situations are **not** covered by this grievance procedure and therefore, cannot be grieved pursuant to 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) A decision by the Head of School to terminate or discharge an employee.

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

### **3. General Procedural Requirements.**

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

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

(d) A separate file will be maintained by the Head of School 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 the grievance proceedings, and the resolution of the grievance. The proceedings will not be made public unless agreed to by the grievant and the Head of School or Governing Council.

(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 Head of School 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 TMP and available in the office of the Head of School.

(i) The time limits at any level may be extended by mutual agreement between the grievant and the Head of School, Grievance Review Committee, or Governing Council.

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

#### **4. Procedural Steps.**

(a) Level 1 (Informal Conference). Prior to the filing of a formal written grievance, the grievant will first discuss the grievance with his/her supervisor 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 see the procedure described in Article 11, p.10.

(b) Level 2 (Formal Conference). If the grievant is not satisfied with the discussion and outcome of the grievance at Level 1, he or she may file a written grievance with the Head of School within ten (10) days of the outcome. The Head of School will communicate his or her proposed resolution in writing to the grievant within five (5) work days from the filing of the written grievance. If the proposed resolution is not acknowledged or approved by the grievant within five (5) work days, the Head of School has the discretion to require a conference and to gather such other information prior to the conference to assist him or her in making a decision as he or she feels would assist in any appropriate resolution of the grievance or render the grievance concluded. If the Head of School decides to hold a conference it will occur within five (5) work days of the grievant's action/inaction regarding the Head of School's proposed resolution. The conference should be informal and will be conducted as the Head of School feels is appropriate for a full understanding of the grievance, the position of the grievant and the information supporting the position. The Head of School will have the right to

ask any question of the interested parties as he or she deems necessary. Within five (5) work days following the conference, the Head of School will render his or her written proposed resolution to the grievant.

(c) Level 3 (TMP Governing Council) If the grievant is not satisfied with the resolution of the grievance at Level 2, or if the Head of School fails to issue a proposed resolution within the specified time limit, the grievant may make a written request to the Head of School for a hearing with the Governing Council within ten (10) work days after the Head of School'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; employee's; the Head of School, unless the grievance is about the Head of School, and one Governing Council member. The members will be appointed by the Governing Council. The Committee will select its Chair prior to the processing of the grievance. The Chair will schedule an informal hearing within ten (10) work days of receipt of the grievance. If a Committee member is unable to participate in the informal hearing, the Chair will designate a substitute from within the employee category of the non-attending member.

**5. Procedure for Hearing before Grievance Review Committee.** The following procedures will be used at hearings before the Grievance Review Committee:

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

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

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

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

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

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

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

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

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

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

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

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

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

## VI. TERMINATION AND DISCHARGE

### A. Definitions.

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

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

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

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

1. **General.** TMP 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 Head of School 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 Head of School 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 Head of School for his/her termination or non-

renewal. Requests for an explanation will be made in writing and delivered to the Head of School no later than five (5) working days after receipt of the notice of termination or notice of non-renewal. Reasons for the Head of School's decision will be provided to the employee within ten (10) days of receiving his/her request. The decision of the Head of School 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 TMP for three (3) years or more of consecutive service may be terminated or discharged except for just cause.

**2. Protest Procedure.** TMP 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 TMP for three (3) consecutive years and who receives a notice of termination or notice of non-renewal may request a written statement of the reasons for non-renewal. The employee must request that statement of reasons within five (5) working days from the date he/she receives the notice of termination. The Head of School 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 Head of School's 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 Head of School 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. The Head of School or his/her designee 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 Head of School.

v. The Head of School may offer such rebuttal testimony that he/she deems appropriate.

vi. Each party, including the Governing Council, 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 Head of School 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 TMP 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. 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) TMP 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 TMP 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 TMP 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 TMP will pay their own fees, expenses and costs. The arbitrator can assign to either party or both parties the fees and costs of the independent arbitrator.

(N) Report to PED. TMP required to report 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 TMP 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, e.g. business manager. [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. **Notification and Immediate Removal.**
  - a. Notice of discharge. The Head of School will serve written notice (certified mail return receipt requested) or will arrange personal delivery retaining a



receipt signed and dated by the employee, of his/her decision to discharge an employee. 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 Head of School's decision 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 Head of School determines that it is necessary to immediately remove the employee from the school premises, the employee will be placed on paid administrative leave pending the outcome of a hearing on the Head of School'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 Head of School 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 Head of School 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 Head of School 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. TMP 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. TMP 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. TMP 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 TMP.

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 TMP 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. TMP 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 TMP 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 TMP 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.

xii. Costs/Fees. The employee and TMP 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 not appealed, or by the arbitrator. If the contract is to be paid monthly during a twelve (12) month period for services to be performed during a period less than twelve (12) months, the person will be entitled to a pro rata share of the compensation payments due for the period during the twelve (12) months in which no services were to be performed.

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

**G. Administrative Leave Pending Possible Disciplinary Action.** If you are suspected of violating TMP's policies, procedures, or work rules, you may be placed on administrative leave with pay pending an investigation of the situation. Administrative leave is not the same as a suspension.

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

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

1. Resign from TMP;
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 work days.

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

**J. Return of TMP Property.** Any TMP property issued to an employee, such as keys, computer equipment, etc. must be returned to TMP at the time of your resignation, termination, or discharge. The employee will be responsible for any lost or damaged items. Employees will be required to complete a TMP property check-out form authorizing payroll deductions for the value of any property lost or damaged while checked out to the employee.

**K. Safety.**

**1. General Employee Safety.** TMP 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. TMP will maintain safety and health practices consistent with the needs of the education profession. If an employee doubts how to safely perform a job, it is the employee's responsibility to ask the Head of School 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. TMP strongly encourages employee participation and input on health and safety matters

**ALL STAFF MUST REVIEW AND BE FAMILIAR WITH SAFETY POLICIES AND PROCEDURES LISTED  
IN THE SAFE SCHOOL PLAN**

**SAFETY COMMON SENSE**

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

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

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

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

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

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

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

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

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

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

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

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

**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 Head of School or his/her designee. If an employee is injured, he/she 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 an employee fails to report an injury timely, it may jeopardize the employee's right to collect worker's compensation benefits.

**L. Weapons.** TMP prohibits all persons who enter TMP property or the SFCC campus 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 TMP to carry a weapon on the property. Any employee violating this policy will be subject to disciplinary action and possible prosecution by appropriate authorities.

**M. Violence in the Workplace Policy.** TMP 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 TMP or which occur on TMP property or SFCC 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 Head of School.

Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at TMP, 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 TMP's property.
- Making or sending harassing or threatening phone calls, emails or other electronic forms of communications.
- Harassing surveillance or stalking (following or watching someone).
- Unauthorized possession or inappropriate use of firearms or weapons.

**N. Security.** Maintaining the security of TMP buildings and vehicles is every employee's responsibility. Develop habits that insure security as a matter of course. For example: when you leave TMP premises or SFCC's campus make sure that all entrances are properly locked and secured or that you follow appropriate procedures. All TMP employees are required to follow the security and premises use policies and procedures of the Santa Fe Community College.

**O. Parking Areas.** You may park in the unrestricted SFCC parking area. Remember to lock your car every day. Courtesy and common sense in parking will help eliminate accidents, personal injuries, and damage to your vehicle and to the vehicles of others. 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 or the SFCC designee. Neither TMP nor SFCC is responsible for any loss, theft or damage to your private vehicle or any personal property, whether in your car or on school grounds.

**P. Prohibited Disclosure of Confidential 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 any means of communication. The provisions of this section shall not apply if the students and their parent/guardian, or the TMP employee has consented in writing.

## VII. BENEFITS

TMP 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.

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

**Eligibility.** Any employee who works twenty-five (25) hours or more per week is eligible to receive all of the benefits described in this Employee Handbook. For part-time employees (25-39 hours/week), benefits are pro-rated. Coverage is available to you and your dependents as defined in the benefit summary plan descriptions. Please see the Business Manager for details.

**A. Group Insurance.** Employees may participate in the New Mexico Public School Insurance Authority's (NMPSIA) Employee Benefits Group Plan, which consists of Group Medical, Dental, Vision, Long-term Disability and Additional Life coverage. Employees who 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. TMP 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 Change Card within thirty-one (31) calendar days from the qualifying event. See the Business Manager for details.

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. TMP 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.**

1. TMP shall provide the following Basic Life/Accidental Death and Dismemberment coverage to all employees: \$25,000 Life/AD&D.

2. TMP employees have the option to select Additional Life for themselves, spouse or children, which is a 100% employee deduction.

3. TMP 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. Generally, employees who work more than 10 hours per week (.25 FTE) are mandated by the New Mexico Educational Retirement Act to participate in the retirement plan. ERB has a schedule of variables to this requirement. Participation in the Plan begins on **the first day of the month following your date of hire.** TMP 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 TMP and employee contributions, vesting, administration, and investments are provided in the Summary Plan Description, made available through the Education Retirement Board.

**D. Social Security.** In accordance with the applicable federal law, all employees are required to participate in and contribute to Social Security. TMP 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.

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

**F. Unemployment Compensation.** TMP 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 Head of School or Business Manager.

**G. Leave Benefits.** As a part of the Benefits package provided to TMP 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 Head of School for approval. Explanations of the reason for the 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.

**H. Personal/Sick Leave (Nine, Ten and Eleven month Employees).** Nine, Ten, and Eleven month employees accrue leave according to the terms of their contracts (see below) and may use their yearly allowed days of leave without loss of pay each school year for sickness, personal, legal, business, household, educational or family matters. Notice to the Head of School that personal leave is to be taken will be given at least one (1) day before taking such leave (except in cases of emergency or unforeseen illness). The employee is not required to state the reason for taking such leave.

<b>Employment</b>	<b>Hours/Year Allowed</b>
Regular School Term <b>Nine (9) Month</b>	80
Ten (10) Month	88
Eleven (11) Month	96

Leave accrual applies only to a regular contract assignment. For example, summer school teaching is not part of a regular contract and is therefore not covered by the **personal/sick** leave policy. All teachers qualify for Personal Leave on a pro-rata basis.

Unused leave, up to a maximum of 40 hours per year, may be rolled over to the following year. Unused leave balances greater than 40 hours in any year will be paid at half the employee’s hourly rate, pro-rated in the case of mid-year contract termination. No employee may use more than 15 days of leave in any given contract year for reasons other than permitted under the FMLA. The Head of School may require medical certification or a physician’s statement attesting to the fact that the employee is unable to return to work for health reasons in order to justify leave taken over and above the annually accrued amount.

Employees on FMLA leave are required to use at least one-half of their remaining accrued personal leave before any unpaid FMLA leave begins. Employees on Workers Compensation Leave are required to use at least one-half of their remaining accrued personal leave to make up the difference between their Workers Compensation benefit and their regular rate of pay.

In the event that an employee terminates employment prior to completion of a contract, personal leave shall be prorated from the above leave schedule. If a terminating employee has used more leave than has been earned, the adjustment shall be deducted from the final payment due the employee. If a continuing employee uses more days than those to which he/she is entitled for the contract year, payroll deduction for any hours in excess of those allowed will begin the following pay period.

In recognition of the needs of employees who suffer from catastrophic illness or injury the Governance Council authorizes the Head of School to establish procedures and regulations for the operation of a sick leave bank. Such procedures and regulations shall contain the provision that employee participation will be strictly voluntary.

**I. Sick Leave (Twelve Month Employees).** Twelve Month employees are entitled to eight (8) days of sick leave in addition to their annual leave and may use their sick leave without loss of pay for sickness and for any reason authorized by the FMLA. Notice to the employee’s supervisor that sick leave is to be taken must be given as far in advance as practical unless the need for leave is unforeseen in which case it will be given at least one (1) hour before taking such leave.

The Head of School may require a physician’s statement attesting to the fact the employee is unable to return to work for health reasons and may also require certification as provided by



the Family and Medical Leave Act when applicable.

Employees on FMLA leave are required to use at least one-half of their remaining accrued sick leave before any unpaid FMLA leave begins. Employees on Workers Compensation Leave are required to use at least one-half of their remaining accrued sick leave to make up the difference between their Workers Compensation benefit and their regular rate of pay.

Unused sick leave may be rolled over to the following year. Accrued sick leave is not payable upon termination. In the event that an employee terminates employment prior to completion of a contract, sick leave accrual for that year shall be prorated from eight days. If the terminating employee has used more leave than has been earned, the adjustment shall be deducted from the final payment due the employee. If a continuing employee uses more days than those to which he/she is entitled for the contract year, payroll deduction for those days in excess of those allowed will begin the following pay period.

**J. Annual Leave (Twelve Month Employees).** Full time twelve (12) month employees shall accrue annual leave on the following schedule:

<b>Years of Service</b>	<b>Hours Per Year</b>
0-2	80
3-4	96
5-6	112
7+	144

**Part-time employees working more than twenty-five (25) hours/week accrue Annual Leave** on a pro-rata basis. In all cases, the following provisions apply:

1. Annual leave shall accrue from the first day of employment, but it cannot be used until the employee has served 3 months. Annual leave shall not accrue to any employee while on a leave without pay status. **Annual leave shall not be granted to temporary agency employees.**
2. Years of service credit include only those years of employment with TMP.
3. Annual leave will not be granted in excess of the number of days earned by the employee at the time of leave.
4. Authorization from an employee's immediate supervisor must be granted in writing prior to taking leave, and only for such times as will least interfere with the efficient operation of the school (except in cases of emergency).
5. Employees absent without prior authorization may be subject to deduction from annual leave or salary, suspension without pay, or other disciplinary action, up to and including termination or discharge.
6. Unused annual leave is cumulative, and it is payable upon termination. **Twelve month employees may choose to receive payment for unused annual leave up to a maximum of 120 hours in any given contract year.**

**K. Holidays for 12 Month Employees.** TMP adheres to SFCC's campus closures and those are considered "Holidays" for this section. Employee annual pay is not altered by the number of days that SFCC is closed.

**L. Family and Medical Leave Policy ("FMLA").** TMP acknowledges that from time to time situations occur in employee's lives that require time away from work. TMP 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 TMP for at least 12 months in the last 7 years; and
- has worked at least 1,250 hours for TMP during the 12 calendar months immediately preceding the request for leave.

Employees with any questions about their eligibility for FMLA leave should contact the Head of School or his/her designee.

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

- To care for the employee's son or daughter during the first 12 months following birth;
- To care for a child during the first 12 months following placement with the employee for adoption or foster care;
- To care for a seriously ill spouse, domestic partner, son, daughter, or parent ("covered relation") with a serious health condition; this does not include in-laws.

For **reasons i-iii**, qualified employees may take up to two (2) weeks of paid time off during a 12-month period;

- For incapacity due to the employee's pregnancy, prenatal medical or child birth; or
- Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his or her position.

**(c) Married couples.** In cases where a married couple is employed by TMP, 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 blood 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, TMP 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 TMP, 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 TMP 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 TMP'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 TMP and the employee agree to such intermittent leave. If an employee requests intermittent leave, it may be necessary for TMP 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 for reasons i-iii must use at least one-half of their remaining accrued and unused paid sick and/or personal days and vacation (if applicable) as part of the leave. Once the employee has exhausted at least one-half of their remaining leave, the employee will continue for the duration of the family and medical leave without pay. Employees on disability must use all accrued leave to make up the difference between disability benefits and contract pay.

**(h) Medical and Other Benefits.** TMP 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, the employee 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, TMP may require the employee to reimburse it for the amount TMP paid for the employee's health insurance premiums during the leave.

Employees will not accrue leave or other benefits during unpaid FMLA leave.

**(i) Employee Responsibilities When Requesting FMLA Leave.**

1. If the need to use FMLA leave is foreseeable, the employee must give TMP 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 practical (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 TMP's Head of School 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 TMP 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 TMP's operation.

**(j) Employer responsibilities.**

1. When an employee requests leave, TMP 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, TMP will provide the employee with a written notice indicating the reason for ineligibility.

2. If leave will be designated as FMLA-protected, TMP will inform the employee in writing and provide information on the amount of leave that will be counted against the 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 Head of School or his/her designee. When the employee requests leave, TMP will notify the employee of the requirement for medical certification and when it is due (no more than 15 days after you request leave). If the employee provides at least 30 days notice of medical leave, he or she should also provide the medical certification before leave begins.

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

3. TMP 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.

4. Employees returning to work from FMLA leave taken because of their own serious health conditions may be required to provide TMP with a medical certification confirming that they are able to return to work and perform the essential function of their position with or without reasonable accommodations. The school may delay or deny job restoration until the employee provides a return to work/fitness for duty certification.

**(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 TMP 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 TMP) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial economic injury to TMP. (This fact-specific determination will be made by TMP 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, TMP 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, TMP 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, TMP 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.

iv. Working while on FMLA. A TMP employee may be terminated if employed while on FMLA leave.

**M. Bereavement Leave.** After a death in the immediate family of any employee, TMP 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 scheduled to work, an employee may receive pay in an amount equivalent to the number of hours the employee was scheduled to work

that day, or if instructional personnel, the 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.

**N. 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, TMP will pay you the difference between your jury duty pay and your regular straight-time pay for any scheduled 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 the Business Manager 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 TMP, e.g. TMP student or employee matter, TMP will pay you the difference between your witness fees, plus any mileage reimbursement, and your regular straight-time pay for any scheduled work time that you miss. To be reimbursed, you must present the subpoena and a copy of the witness fee payment voucher.

**O. Professional Leave.** Leave may be granted at the discretion of the Head of School, upon request, for professional development, professional organizational activities, school-related professional activities, or other activities related to the employee's assignments.

**P. Religious Leave.** 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.

**Q. 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 Head of School 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 TMP.
- 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.

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

**S. Voting Leave.** 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 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 Head of School will schedule voting leave to ensure department work is covered.