

**EMPLOYEE & STAFF HANDBOOK**  
**2020-2021**  
**Updated 4/10/19**



**Raíces del Saber Xinachtli Community School**

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*Raíces, a school where students and parents are valued as participants in the construction of knowledge and students achieve high academic performance in a bilingual-biliterate environment.*

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Raíces del Saber Xinachtli Community School

## Introduction

This Employee and Staff Handbook has been written to establish and to reference policies and procedures for the employee and employer. This handbook and the policies contained herein apply to teachers and staff at ***Raíces del Saber Xinachtli Community School (Raíces)*** unless superseded by a Collective Bargaining Agreement or Federal or State law. In addition, certain individuals who are not employees of ***Raíces*** but who nevertheless work on the premises, such as independent contractors and members of the Governance Board, are also expected to comply with the terms and conditions of this manual to the extent that the manual sets standards of conduct for individuals who work at ***Raíces***. Unless otherwise indicated, a benefit, policy, program, or procedure applies or is available to all employees.

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 Changes are effective on the dates determined by the school, and after those dates all superseded policies are null.

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

Only the Principal of ***Raíces*** has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Second, the procedures, practices, policies, and benefits described here may be modified or discontinued from time to time with approval by the Governance Board and in compliance with Federal and State laws.



# Overview of Raíces

## Mission Statement

Raíces del Saber Xinachtli Community School implements a developmentally appropriate rigorous academic program through an interdisciplinary curriculum that is experiential, participatory, biliterate, child-centered, and culturally responsive. Our students learn Spanish and English, achieving academic proficiency in all subjects in both languages as they develop critical and creative thinking skills.

Raíces creates an environment where students and parents are valued as participants in the construction of knowledge and the creation of a learning community that promotes high academic performance, positive identity formation, and the reclaiming of cultural heritage.

## Goals

- *Biliteracy in English and Spanish through a 90:10 immersion model that achieves proficiency in both languages by the end of third grade;*
- *Learning that involves student active participation through exploration, dialogue, critical reflection, and construction of knowledge;*
- *Positive identity formation through a culturally responsive curriculum that integrates local history as part of social studies;*
- *To create an atmosphere of centering and community using Xinachtli; an instructional model through which children learn the use of symbols and metaphors to conceptualize their relationship with the natural world, a Mesoamerican base-20 mathematics system, and Nahuatl (Aztec) as an enrichment language.*
- *Parent participation in all aspects of school life continually reinforcing the bridge between home and the classroom.*

## Our Pillars

These are the five approaches upon which Raíces del Saber Xinachtli Community School is founded.

1. Children as Carriers and Constructors of Knowledge
2. Bilingualism and Biliteracy Through a Two-Way Dual Language 90:10 Model
3. Culturally Responsive Identity Formation
4. Xinachtli (Sheen-ach-tlee) Academic Enrichment Program Based on Mesoamerican Pedagogy
5. Parents as Partners in Creating a Participatory Learning Community

## Educational Philosophy

Bilingualism and bilaterally are valuable, enriching, and rigorous endeavors. **Raíces** offers the best opportunity for students to master two languages, English and Spanish. **Raíces** implements a 90:10 two-way (dual language immersion approach beginning in kindergarten. First grade students receive 80% instruction Spanish and 20% in English in all subjects.

Raices develops a partnership of parents, community, faculty, administrators, and students to create a bilingual and biliterate atmosphere so that both languages are used, cherished, and promoted campus wide. Students will master two languages in all subjects and be able to successfully transition to any middle school in the United States. For this reason, parental and community involvement and participation is evident in the creation and functioning of the school.

Learning in all subjects is through activities that integrate exploration, dialogue, critical analysis, and practice rather than rely exclusively on direct instruction. To ensure a child centered, student participatory pedagogy, **Raíces** uses a process of instruction that relies on small group cooperative learning centers or stations where who class lessons are explored, extended, and reinforced. Student work and products at these learning centers are used as part of the ongoing assessment of academic performance and calculated as 50% of a student's grade.

Emphasis is placed on regional (local) heritage to ensure the curriculum is culturally responsive. The curriculum content is part of the millennial heritage of the United States-Mexico Border context within Dona Ana County and its surrounding areas.



## What is Xinachtli?

Xinachtli (Sheen-ach-tee) is a Nahuatl (Aztec) describing the moment a seed germinates, reaching its “bursting” and “in between” point when it is no longer a seed and not yet the plant it will transform into. We believe this is a representation of our children. Children have infinite opportunities to blossom.

Xinachtli enriches and enhances student learning through their participation in an interdisciplinary curriculum that presents Mesoamerican concepts. These concepts include:

- Aztec calendar systems,
- 20 base Mayan mathematics,
- use of symbol and metaphor to interpret natural phenomenon,
- oral storytelling of myths of origin and formation,
- learning about Nahuatl as a heritage language,
- meditation,
- the construction of a dialogue community that uses symbolic interaction (such as the use of a talking stick) to insure authentic, critical and creative listening and sharing.



Raíces del Saber Xinachtli Community School

## Section 1 —Pre-Employment

### 1.1 Accuracy of Employment Application Information

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

## Section 2—Your Employment at *Raíces*

### 2.1 Clear and Accessible Communication

We want to hear from you. ***Raíces*** strongly encourages employee participation in decisions affecting them and their daily professional responsibilities. We believe our greatest strength lies in our employees and our ability to work together. To this end, we encourage you to engage in open, clear, and accessible communications about all aspects of our school. Employees are encouraged to openly discuss with the principal and/or supervisor any problems or suggestions so that appropriate action may be taken. ***Raíces*** supports and honors all our employees' successes and happiness. We, therefore, welcome the opportunity to help employees whenever feasible.

### 2.2 New Employee Orientation

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

Employees are presented with all codes, keys, and procedures needed to navigate within the school environment. The Principal introduces the new employee to the staff throughout the school; reviews their job description and



scope of position; explains the school's evaluation procedures; and helps the new employee get started on specific functions.

### **2.3 New Teacher Mentorship**

**Raíces** administration and teachers jointly recognize the value of supporting Beginning Level I and Alternative License teachers.

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

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

All Level I, Alternative Licensure teachers, and new teachers to **Raíces** will be provided with an on-site mentor who will meet with them on a regular basis (see teacher mentorship policy and procedures).

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

### **2.4 Employment**

Staff members who are not under contract are considered "at will." Exempt (licensed) staff who have not yet received a third consecutive annual contract,



are considered “at will” at the end of the first and second contract.

In the event the Principal and/or supervisor has a concern about a first or second-year exempt (licensed) employee covered by the **Raíces** CBA, the following steps will be taken when determining whether such employee will be recommended for rehire.

First and second-year exempt (licensed) and CBA-covered employees will be notified in writing, via memorandum of concern, post observation tool, or Professional Development Plan (PDP), of any areas needing improvement as soon as areas of improvement are determined by the Principal.

If a first or second year exempt (licensed) and CBA-covered employee receives an unsatisfactory rating on any observation or there are additional concerns, their PDP will be reviewed and be revised to address the areas of concern.

Note that exempt (licensed) and CBA-covered employees who have not yet been offered a third year contract are not provided with the same rights regarding progressive discipline as per New Mexico Public Education Department guidelines.

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

## **2.5 Types of Employment Status**

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

### **EXEMPT (Includes certified/licensed employees)**

The category includes employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements. In New Mexico public schools, these positions are typically teachers, administrators, and other personnel who must hold a certificate or license for employment.



### **NON-EXEMPT (Also known as classified)**

The category includes employees whose positions do not meet FLSA criteria and who are paid one and one-half of their regular rate of pay for hours worked in excess of 40 hours per week. In New Mexico public schools, these positions commonly include kitchen personnel, school secretaries, and janitorial services.

### **REGULAR FULL-TIME**

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

### **REGULAR PART-TIME**

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

### **TEMPORARY (FULL-TIME or PART-TIME)**

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

### **Staff Licensure Requirements for School Year 2019-20**

The 2019-20 school will start the two (2) certified Kindergarten teachers and one (1) first grade certified teacher.

Each class will have 20 students with a total of 60 students. One grade is added each year until all the five (5) grades are included—kindergarten, 1st, 2nd, 3rd, 4th, and 5th.

(See Licensure Requirements on following page.)



## Staffing Plan: Raíces del Saber Xinachtli Community School 2019-2024

### Staff Licensure Requirements

<b>Staff Position</b>	<b>Licensure Requirements</b>
Principal	NM Administrative License (3b)
Director of Operations & Community Engagement	NM Chief Procurement Officer Certification Bachelor's Degree required either in education, sociology, or psychology
Business Manager	NM School Business Official License
Culture and Curriculum Coach	NM k-5 Teacher Certification (Level II) NM Elementary Bilingual Teacher Certification
Teacher Grade K	NM k-5 Teacher Certification (Level II preferred) NM Elementary Bilingual Teacher Certification
Teacher 1-5 Grades	NM k-5 Teacher Certification (Level II preferred) NM Elementary Bilingual Teacher Certification
Educational Assistant	NM Educational Assistant/Support Provider's License + Associate's degree or 2 years of college. Must be bilingual.
Office Manager	High School Diploma required, experience in a school office preferred. Must be bilingual.
Special Education	NM k-5 Teacher Certification (Level II preferred) NM Elementary Bilingual Teacher Certification NM Special Education Teacher License
Reading Interventionist	NM k-5 Teacher Certification (Level II preferred) NM Reading Specialist Certification
School Testing Coordinator	Note: Year 1, the Principal will coordinate School Testing.



## 2.6 Criminal History and Background Check

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

For employees not licensed by the PED, the school is responsible to do the background check, including the following:

- Professional or personal reference checks;
- Confirmation of education or certificates (if applicable);
- A criminal background check;
- Driving record history if applicable; and/or
- Any other information or data, as allowed by law, required by **Raíces**.

Background checks are kept on file for twenty-four months following separation from **Raíces**.

Convictions of felonies or misdemeanors contained in the records provided by the PED shall be used in accordance with the Criminal Offender Employment Act (New Mexico Statutes Annotated 1978, Chapter 28, Article 2) and except as provided in this policy, any such convictions shall not automatically bar employment unless required by law. Results from a background check that includes child abuse or neglect or a finding related to criminal sexual penetration or contact shall unconditionally bar a person from becoming or remaining an employee at **Raíces**.

Once employed or contracting with **Raíces**, all employees must self-report to the Principal any arrest, charge and/or conviction of a criminal offense other than a minor traffic infraction. If an employee or contractor is found not to have self-reported as required by this Policy, the failure to self-report shall be a violation of that employee's or contractor's contract with **Raíces** may be terminated at the discretion of the Principal. If the employee in question is the Principal his **or** her

contract may be terminated at the option of the Governing Board.

The Principal who, in the course of their background checks of employment applicants, discover that a licensed applicant or applicant pending a license has a conviction of a felony or misdemeanor of moral turpitude that results in any kind of action against that individual, shall, in accordance with 6.60.8.9(D) NMAC share that information with the professional licensure and educator ethics bureaus of PED

## 2.7 Educational History

Employees whose placement on a salary schedule is based, at least in part, on educational history, are required to provide official transcripts and/or submit to an educational verification search to verify units earned/degree received or in-service hours. These requirements must be completed prior to beginning employment, and the information must be submitted to the Principal. Please see the school's Basis for Determining Pay in section 6.1 of this manual for more information.

## 2.8 Conflict of Interest

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

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



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

## **2.9 Outside Employment and Volunteering**

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

Outside work, self-employment, and volunteering are of concern to **Raíces** when they:

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

## **2.10 Immigration Law Compliance**

In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with **Raíces** within the past three years, or if their previous I-9 is no longer retained or



valid. If employees cannot verify their right to work in US at any time, **Raíces** may terminate their employment. Employees may raise questions or complaints about Immigration Law compliance without fear of reprisal.

### **2.11 Work Product Ownership**

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

### **2.12 Public Relations-Public Impressions**

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

Below are several possibilities employees can consider to help establish a good impression of **Raíces**. These are the building blocks for the school's continued success and allow employees to take pride in their work and enjoy doing their very best and strive for excellence.

- If you oversee students, communicate with families regularly.
- Act competently and deal with others in a courteous and respectful manner.
- Communicate pleasantly and respectfully with other employees at all



times.

- Follow up on requests and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner. Respond to e-mail and voice mail within 24 hours during the work week.



Raíces del Saber Xinachtli Community School

## Section 3—Employment Policies & Procedures

### 3.1 School Rules

- Students are required to be at school on time and for all school events, conferences, field trips, etc. Parents are expected to ensure students arrive to school ready to learn and participate!
- Students must be dressed in appropriate attire.
- Students are expected to demonstrate respect for all others and to respect school property, equipment and materials.
- Students are expected to keep Raíces a safe school and follow safety rules as directed by their teachers.
- Students are not allowed to use profanity under any circumstances.
- Students should not bring Electronic Devices/Cell Phones to school. Electronic Devices/Cell Phone found by faculty/staff will be taken away and be held in the front office until the end of the school day. Only parents will be allowed to pick them up. Any electronic devices needed for learning purposes will be provided by Raíces.
- All Personal Items (toys) should not be brought to school unless otherwise instructed by the student's teacher for a particular lesson.

### 3.2 Equal Opportunity/Non-discrimination

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

**Raíces**, administration, and staff agree to uphold this commitment.

### 3.3 Americans with Disabilities Act Accommodation

In accordance with the Americans with Disabilities Act (ADA), **Raíces** 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.

**Raíces** 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 Principal. In accordance with the ADA, **Raíces** 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 **Raíces** or other employees. If you believe that you have been unlawfully discriminated against because of a disability, you should discuss the matter with the Principal or a supervisor and/or follow the grievance procedure.

Consistent with the non-discrimination in employment policy, all students of **Raíces** that are admitted, are accorded rights and privileges, and have access to programs and activities made available to them at **Raíces** in a non-discriminatory manner. **Raíces** does not discriminate in the administration of its educational policies, admission policies, scholarship and loan programs, and athletic and other school-administered programs. All testing and evaluation materials and procedures used for the purpose of evaluation, testing, assessments, and/or for placement of children with disabilities are selected and administered so as not to be discriminating.

*In compliance to Policy 3.1.10 A-3—Section 504 Procedures*

### **3.4 Harassment**

It is the policy of **Raíces** to ensure equal employment opportunity without discrimination or harassment on the basis of race, national origin, color, ancestry, religion, sex, sexual orientation, gender identity, age, physical or mental handicap, serious medical condition, spousal affiliation, citizenship or any other characteristic protected by law (“protected classifications”). **Raíces** prohibits any such discrimination or harassment. We strive to provide a professional work and learning environment free of harassment that maintains equality, dignity, and respect for all. It shall be a violation of this policy for any student, teacher, administrator, or other employee of **Raíces** to harass a student, teacher, administrator, or other employee through conduct or communication. This policy applies to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to **Raíces** (e.g., an



outside vendor or consultant). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during school related/sponsored trips, school business meetings, and work-related social events.

### **What is Harassment?**

Harassment can take many forms. As used in the **Raíces** Employee and Staff Handbook/Manual, the term “harassment” includes:

- A. Offensive remarks, comments, jokes, or slurs pertaining to an individual’s race, religion, sex, age, national origin or ancestry, disability, citizenship, veteran status or any other protected status defined by law.
- B. Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors regardless of the gender of the individuals involved.
- C. Offensive physical conduct, including touching, regardless of the gender of the individuals involved, including threats of harm, violence, or assault.
- D. Offensive pictures, drawings or photographs or other communications, including e-mail.
- E. Threatening reprisals of an employee’s refusal to respond to requests for sexual favors or for reporting a violation to this policy.
- F. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:

\*Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment. \*Submission to, or rejection of, such conduct by an individual is used as a basis of employment decisions affecting such individual. \*Such conduct has the purpose or effect of substantially interfering with the individual’s work performance or creating an intimidating, hostile, or offensive working environment.

### **Responsibility**

All **Raíces** employees have a responsibility for keeping the work environment free of harassment.





## Reporting

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

## Investigation/Complaint Procedure

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

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

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



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

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



the written determination and is an exempt employee covered by the CBA, he/she may proceed to the “Written Level” of the CBA Grievance process, but must do so within five working days of written determination.

- For all other employees, if a party to a complaint does not agree with its resolution, that party may appeal to **Raíces** Governance Board or a neutral third party, whichever the Chair and Principal deem appropriate under the circumstances. The employee appealing the resolution by the Principal or Chair/designee must submit a written appeal to the Principal with copies to the other party within five (5) working days of the written determination date.
- The Governance Board will inform the complainant/respondent of the appeal decision in writing within five (5) working days from the date the appeal was submitted. This is the final level of review in the internal complaint process. The time lines set forth in this policy may be waived or extended by the Governance Board with written notice.

### **Retaliation**

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

### **Conclusion**

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

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



### **3.5 Substance Abuse Policy**

No *Raíces* administrators, principals, teachers, counselors, social workers, speech therapists, psychologists, nurses, librarians, and other support staff who are employed by a school, or who perform services for the school on a contractual basis are permitted to use tobacco, alcohol, illicit drugs or mood-altering substances:

- In any building, facility, or vehicle owned, leased, rented, or chartered by *Raíces*
- On any school grounds and property—including parking lots and playing fields
- At any school-sponsored or school-related event on-campus or off-campus
- Any transportation picks up or drop off areas

*Raíces* prohibited the use, possession, and distribution of tobacco products, alcoholic beverages, illicit drugs and mood-altering substances in the *Raíces* school buildings, on *Raíces* property, within the *Raíces* neighborhood community, and for *Raíces* students at any school functions away from school property. Consequences for employees who violate the tobacco, alcohol, and drug use policy will be in accordance with personnel policies and may include verbal warning, written reprimand, or termination.

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

\*The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on ***Raíces*** property is prohibited.

\*Being under the influence of illegal drugs, alcohol, or substances of abuse on ***Raíces*** property is prohibited.

\*Working while under the influence of prescription drugs that impair performance is prohibited. So that there is no question about what these rules signify, please note the following definitions:



\**Property*: All school owned or leased property used by employees.

\**Controlled substance of abuse*: Any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act, as amended.

\**Drug*: Any chemical substance that produces physical, mental, emotional, or behavioral change in the user other than a drug prescribed by a medical provider and administered according to its approved uses.

\**Drug paraphernalia*: Equipment, a product, or material that is used or intended for use in concealing an illegal drug, or otherwise introducing into the human body an illegal drug or controlled substance.

\**Illegal drug*:

—Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any Federal, State, or local law or regulation.

—Any drug, including – but not limited to – a prescription drug, used for any reason other than its intended use or that has been prescribed by a physician.

—Inhalants used other than as prescribed.

\**Under the influence*: A state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage, drug, or substance of abuse.

\*Consistent with the rules listed above, any of the following actions constitutes a violation of the **Raíces** policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination.

—Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.

—Working or reporting to work, conducting business or being on **Raíces** property while under the influence of an illegal drug or alcohol, or in an impaired condition.

Exceptions: This policy is not intended to prevent possession of a controlled substance if it was obtained directly pursuant to a valid prescription or order, from



a physician, dentist or other person duly licensed, registered, or otherwise permitted under federal and state law to distribute or dispense the substance in the course of professional practice. If an employee is taking prescribed or over-the-counter medication that may affect work performance, this information should be immediately reported to the Principal or her/his designee so that appropriate measures may be explored and if possible, implemented, for school and employee safety. Use or possession of marijuana/cannabis and related products, however, even if pursuant to prescription, is not allowed on campus or at school functions.

*In compliance with Policy 3.1.8.B—Tobacco and Alcohol Policy*

### **3.6 Smoking**

The use of tobacco products, including any electronic tobacco products, is not permitted anywhere on the **Raíces** premises.

*In compliance with Policy 3.1.8.B—Tobacco and Alcohol Policy*

### **3.7 Confidentiality of Student Records**

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

### **3.8 Employer Information and Property**

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



### 3.9 Personnel Files

- A. There shall be one (1) official file for each employee, which shall be maintained for 5 years following separation and, if retiring, three years in accordance with state statute in the School Administration Offices except for files provided for Grievance Procedures, or as required by the Family Medical Leave Act.
- B. References provided in confidence shall not be subject to inspection by the employee.
- C. No anonymous, unsubstantiated, unsigned written or verbal information may be placed in the employee's official file.
- D. The employee shall have the right to respond to any document placed in his/her official file, and shall have such response attached to the material to which the response relates.
- E. The employee is given the opportunity, including written notification, to see any information and view material prior to placement in his/her official file, except information related to routine file maintenance. The employee shall acknowledge having read these materials by affixing one's signature on the actual copy/copies to be filed.
- F. The employee may inspect their official file upon request with the Principal. Access is granted as soon as possible or the next business day from the request if made during regular business hours. No file shall be removed from the School Administration Offices.
- G. Only the Principal and school officials on specific "need to know" school business have access to an employee's files. The contents of an employee's file is kept in strictest confidence. The school complies with all Federal, State, or legal requirements regarding all personnel files. The school will maintain a log, which any person other than the Principal, viewing an employee's file will sign, noting their school title and date. Such log will be kept at the front of the file.
- H. Employees may request in writing that a negative report be removed from their personnel file after two years from the date of occurrence. At the discretion of the Principal, such report will be removed providing no further action relating to the incident has occurred; no hard copy or electronic copy will remain in existence. In the event the Principal denies an employee's request to remove a report, the employee may appeal the decision through the applicable grievance process. No report shall be





removed that involved a substantiated incident regarding safety or legal situations. Employee's evaluations will not be considered for removal.

- I. An employee may not remove any papers from the file, but may request copies. Copies will be provided as soon as possible or the next business day from the request if made during regular business hours.

### 3.10 Personnel Data Changes

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

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

Any employee's personnel data should be accurate and current at all times.

**Raíces** is not responsible for negative impacts to an employee's pay or benefits as a result of the employee's failure to timely notify the Principal of personal data changes.

### 3.11 Nepotism

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

**Raíces** will use sound judgment in the placement of related employees in accordance with the following guidelines to avoid conflicts of interest:

- Individuals who are related by blood, marriage, or reside in the same





household are permitted to work in the same department, provided no direct reporting or supervisor to subordinate relationship exists. That is, no employee is permitted to work within “the chain of command” when one relative’s work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.

- Related employees may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.
- Employees who marry while employed or become part of the same household are treated in accordance with these guidelines. That is, if in the opinion of **Raíces**, a conflict arises as a result of the relationship, one of the employees may be transferred at the earliest practicable time.

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

### **3.12 Safety**

**Raíces** is committed to providing the resources and staffing necessary to provide a safe work environment for the protection of its employees.

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

### **Safety Rules**

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

1. Horseplay and fighting will not be tolerated in the workplace.
2. Possession of firearms, alcoholic beverages, illegal drugs, or unauthorized medically prescribed drugs will not be tolerated in the workplace. Inform the Principal if you are required to take medication during work hours. Written medical evidence stating that the medication will not adversely affect your decision making or physical ability may be required, particularly



- if you drive a vehicle on school business.
3. Report all work related injuries to the Principal immediately.
  4. Immediately report accidents, near accidents, and property damage to the Principal regardless of severity.
  5. Use required personal protective equipment (PPE) and/or safety procedures to protect yourself from potential hazards that cannot be eliminated. Maintain your PPE in good condition.
  6. Operate equipment only if you are trained and authorized.
  7. If you do not understand your job assignment, ask the Principal for help.
  8. Inspect your workstation for potential hazards and ensure that the equipment is in safe operating condition before using it.
  9. Immediately report any unsafe condition or act to the Principal. Take any temporary corrective action you can to render the area safe until permanent corrections can be made.
  10. If your work creates a potential hazard, correct the hazard immediately or use safety tape to isolate the area before leaving it unattended.
  11. If there is any doubt concerning the safety work method to be used, consult the Principal before beginning the work.
  12. Follow recommended work procedures outlined for the job including safe work methods.
  13. Maintain an orderly environment. Store all equipment in a designated place. Put scrap and waste material in a refuse container.
  14. Report any smoke, fire, or unusual odors to the Principal.
  15. Use proper lifting techniques. For objects exceeding 50 pounds in weight, specific methods for safe lifting should be determined by your immediate supervisor.
  16. Never attempt to catch a falling object.



17. Comply with all State and local traffic laws, signs, signals, markers, and persons designated to direct traffic. Fasten seat belts before driving any motor vehicle.
18. Know and follow rules regarding first aid, emergency procedures, evacuation routes, and fire department notification.
19. Assist and cooperate with all safety investigations and inspections and assist in implementing safety procedures as requested.

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

### **3.13 Physical Contact with Students & Other Staff Members**

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

- Hugs initiated by the student
- Hugs given with permission
- Pats on the shoulder or back
- Hand-shakes
- "High fives" and hand slapping
- Touching shoulders and arms around the shoulder area
- Touching face to check temperature, wipe away a tear, and remove hair



from face or other similar types of contact for similar purposes

- Patting a student on the knee (grades K through 5)
- Sitting students on one's lap (grades K-2 ) for purposes of comforting the student
- Holding hands while walking with small children or children with significant disabilities
- Arms around shoulders
- Reasonable self-defense
- Reasonable defense of another
- Reasonable restraint of a violent person to protect others or property

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

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



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

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

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



### 3.14 Student Discipline

(See complete Student Discipline policy in Governance Board Handbook, p. 50)

The goal of discipline at Raíces is to ensure students become responsible for controlling their own behavior in an appropriate and constructive manner. All school personnel have a responsibility to maintain order and discipline in the school. In carrying out their duties, school personnel also have a right to be free from abuse and intimidation and to have their lawful requests and instructions followed. This policy, along with the accompanying procedures, shall guide the Principal and school staff in maintaining a learning environment that is safe, healthy, and secure for students and staff as well as promoting a learning environment that is maximally conducive to high student achievement. The process for creating this kind of environment begins with “restorative practices” when student behavior needs to change for the well-being of all persons at the school.

Students involved in the following activities, which are prohibited by NM State Law in all public schools, will be subject to severe discipline, up to and including detention, suspension and expulsion:

1. criminal or delinquent acts, including bringing a knife or gun into the school;
2. gang related activity;
3. sexual harassment;
4. disruptive conduct;
5. refusal to identify self; and
6. refusal to cooperate with school personnel.

When student misbehavior has not responded to restorative practices and the misconduct is serious, such as fighting that results in injury, bullying, theft and damage to property and involves repeated behaviors, Raíces will utilize other forms of student discipline in accordance with state regulations (NMAC 6.11.2.8 to 10 & NMSA § 22-5-4.3.). Students who engage this kind of conduct will be subject to disciplinary action that may include detention, suspension and expulsion (See the Raíces Policies and Procedures for Detention, Suspension, and Expulsion). However, corporal punishment is strictly prohibited by the NM State Education Statutes (NMSA § 22-5-4.3.B).

Persons with disciplinary authority (i.e. teachers, the Principal) shall not enforce school rules or impose disciplinary punishments in a manner which discriminates against any student on the basis of race, religion, color, national origin, ancestry, sex, or disability.



### 3.15 Corporal Punishment

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

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

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

### Corporal Punishment – Penalty for Violations

Employees found in violation of the policy shall be subject to discipline, which may include suspension, termination, or discharge. Instances of physical mistreatment will be referred to law enforcement or child protective agencies as required by law. See the Discipline and Suspension Policy on the *Raíces* website for further information.

### 3.16 Reporting Child Abuse

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

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with malicious intent.

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

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

### **3.17 Internal Investigations and Searches**

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

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

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

### **3.18 Inclement Weather/Emergency Closures**

At times, emergencies such as severe weather, fires, or power failures can disrupt school operations. The decision to close the school will be made by the Principal. When the decision is made to close the school, employees will receive official notification in a phone call or text message. Please listen to local news and radio reports. Typically, **Raíces** will follow the decisions of Las Cruces Public Schools. Days that the schools are closed due to inclement weather may create a need to extend the school year or shorten holiday breaks.

### **3.19 School Sponsored Activities**

School-sponsored activities, such as field trips, must be approved by the





Principal in advance. The Principal reserves the right to decline approval of high-risk activities and/or activities that are not consistent with the educational mission of the school. Permission slips will be obtained from guardians of all students who attend off-site activities.

For further details, please see the School-Sponsored Activities Policy on the **Raíces** website.

### **3.20 Transporting Students in Personal Vehicles**

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

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

### **3.21 Solicitation in the School**

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

For further details, please see the Solicitation in the School Policy on the **Raíces** website.

### **3.22 Violence in the Workplace**

**Raíces** prohibits workplace violence. Acts or threats of physical violence, including intimidation, harassment and/or coercion that involve or affect **Raíces** or occur on school property will not be tolerated. Acts or threats of violence include conduct that is sufficiently severe, offensive, or intimidating to alter the employment conditions at **Raíces** or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on **Raíces** premises, regardless of the relationship between the school and the parties involved.



- All threats or acts of violence occurring off **Raíces** premises involving someone who is acting in the capacity of a representative of **Raíces**.
- Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following: —Hitting or shoving an individual.
- Threatening an individual or his/her family, friends, associates, or property with harm. Intentional destruction or threatening to destroy school property.

Also making harassing or threatening phone calls, harassing surveillance or stalking (following or watching someone). and unauthorized possession or inappropriate use of firearms or weapons are strictly prohibited.

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

*In compliance with 3.1.8.C—Bully Prevention Policy and Procedures*

### **3.23 Public Image and Work Attire**

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

Even if the following items could technically be uniform items, they are considered inappropriate working attire for **Raíces**:

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



Raíces del Saber Xinachtli Community School

## Section 4—Performance

### 4.1 Standards of Staff Conduct

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

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

- Insubordination, including the willful refusal of an employee to perform an assignment or to comply with a lawful directive given by the employee's supervisor
- Unprofessional job-related conduct
- Incompetence or inefficiency in the performance of duties.
- Corporal punishment of students.
- Improper conduct toward students and other employees
- Conduct in violation of any **Raíces** policy or established expectation of performance
- Conviction of a felony related to the employee's employment, or which seriously impairs the employee's ability to perform his or her assigned duties
- Serious misconduct related to the employee's job
- Abuse of the **Raíces'** leave policies
- Excessive tardiness
- Excessive absenteeism
- Unexcused absences from work
- Gross negligence or gross carelessness in the performance of duties

- Use of **Raíces** policy or property for personal gain
- Negligent or willful damage to **Raíces** property.
- Gross waste of **Raíces** supplies or equipment.
- Providing dishonest or false information when issuing or reporting grades, credits, student data, employee credentials or personal data, or any other information provided in the course or scope of an employee's employment at **Raíces**
- Possession of alcohol or other intoxicants or illegal narcotics, or other controlled substances without prescription on school property or at any school function
- The use of or being under the influence of alcohol or other intoxicants or illegal narcotics, or other controlled substances without prescription on school property or at any school function
- Deliberate conduct that has the apparent purpose of exposing the substances without prescription on school property or at any school function
- The use of or being under the influence of alcohol or other intoxicants or illegal narcotics, or other controlled substances without prescription on school property or at any school function
- Deliberate conduct that has the apparent purpose of exposing the **Raíces** or any of its employees or Governance Board members to censure, ridicule, or reproach (this prohibition is not intended to deprive employees of any free speech rights guaranteed by the United States or New Mexico Constitutions)
- Verbal and/or physical fighting on school premises or at any school related activities
- Falsification of records or data with intent to defraud
- Sexual misconduct or harassment
- Theft or vandalism of school, student or employee property



- Any other act or omission that impairs or restricts the ability of **Raíces** to provide a safe and healthy environment for employees and students.

## **SUPERVISION OF STUDENTS**

Employees who oversee students must be concerned for student welfare and take measures to ensure the welfare of students. Such employees are legally responsible to act in a reasonable and prudent manner at all times. Specifically they must do the following:

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

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

### **4.2 Exempt Employee Performance Evaluation**

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

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

### **4.3 Corrective Action**

If an employee violates the policies of **Raíces**, progressive discipline will be applied, unless the circumstances require immediate intervention and action by the employee's supervisor. Behavior that may result in immediate consequences and will be imposed without progressive discipline includes, but is not limited to: commission of a crime directly affecting employment at **Raíces** (e.g. theft,



assault, battery, child/student related misconduct); gross misconduct (e.g. use of school property or equipment without proper authority/approval, providing false information about prior work history, skills, or training), or insubordination. To the extent the provisions of this section conflict with the **Raíces** CBA, the CBA will control.

### **Steps for Progressive Discipline**

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

Step 2: Written Memorandum of Concern/Written Warning: A Written Warning will not be an issue unless the employee has been provided a Formal Verbal Counseling for the same offense. Circumstances may warrant that both a Verbal Warning and a Written Warning be given simultaneously. For example, a teacher may have been warned about using abusive language in speaking to a child in the classroom and then continued the behavior after the warning. An employee will be given **one** Written Warning, which will include the reasons for the warning, expectations for improvement, and describe future consequences. The Written Warning will be retained by the Principal.

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

### **4.4 Investigations of Ethical Misconduct**

The Principal or their designee(s) shall investigate all allegations of ethical misconduct about any licensed school employee who resigns, is being discharged or terminated, or otherwise leaves employment after an allegation has been made. If the investigation results in a finding of wrongdoing the Principal or their designee(s) shall report the identity of the licensed school employee and attendant circumstances of the ethical misconduct on a standardized form to the PED and to the licensed school employee within thirty days following the separation from employment. Copies of that form shall not be maintained in the School's records. No agreement between a departing licensed school employee and the School shall diminish or eliminate the responsibility of investigating and reporting the alleged ethical misconduct, and any such agreement to the contrary is void.



## Section 5—Attendance

### 5.1 Attendance/Punctuality

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

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

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

*Relates to Policy 3.1.8.A—Attendance of Students*

### 5.2 Absent without Notice and Excessive Lateness

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

Employees who are unable to report to work, or who will arrive late, must notify the Administrative Office and inform the Principal of their situation by no later than 6:00 am, except in extenuating circumstances. When a teacher is unable to report and needs a substitute, she or he must text or call the Administrative Official directly, as a call to the office or email may not be received in time to arrange for a substitute. Employees who know in advance that they will be absent shall request PTO directly from the Principal by no less than one week in advance. Untimely requests for paid time off cause disruption in the educational

setting, and, consequently, the request may be denied. Employees who are unable to personally give notification of an absence because of an illness, emergency, or for some other reason must have someone make the notification for them. Three consecutive days of no call/no show is considered job abandonment and, as such, a voluntary resignation from employment.

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

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

### **5.3 Workday/Hours of Service**

Non-exempt employees’ work schedules may vary based on an employee’s job position and at the discretion of the Principal. A school calendar is adopted each year designating the work schedule and all school holidays for exempt employees. Notice of work schedules for non-exempt employees, including required days of service and schedule holidays, are distributed each school year.

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

### **5.4 Extra Duties**

**Raíces** has extra duties that must be performed in order to ensure the proper supervision of students outside of the classroom. Staff members are expected to assume and perform these responsibilities in a professional manner. Extra duties





may be assigned by the Principal or his/her designee, consistent with New Mexico law.

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



## Section 6—Wage and Salary Policies

### 6.1 The Basis for Determining Pay

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

#### **Raíces Training and Experience Policy**

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

Responsibility for verification of prior experience rests solely with the employee. For CBA- covered exempt employees, one year's experience will be allowed for each year (100 days or more or 700 hours or more for a 9-month position) if approved, verified experience in public or private schools, or 15 credit hours teaching per academic year (including summer session) at the university level.

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

Any individual who has one half (0.50) or more years of experience shall have his or her experience rounded up to the next year when determining the salary on the salary schedule.

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

Reported experience must be related to an employee's duties in order to qualify as official years of experience on the salary schedule – those experiences as a professional educator, including administrative and supervisory experience, and as licensed or certified professionals in a clinical or parallel setting. The Principal

has the final determination on approval of experience. The following considerations will be used in this determination:

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

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

## **6.2 Time Keeping**

### **Non-Exempt Employees**

Accurately recording time worked is the responsibility of every non- exempt employee. Time worked is the time actually spent on a job(s) performing assigned duties. **Raíces** does not pay for extended breaks or time spent on personal matters. Any time worked beyond the contracted time must have prior approval by the Principal. Failure to obtain prior approval may result in disciplinary action.

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

### **Time Sheets**

Non-exempt employees are issued a time sheet. The employee is given instructions on usage and instructions on what to do should a problem occur.

### **Exempt Employees**

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



principal ahead of time, unless it is a family or medical emergency.

### **6.3 Overtime**

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

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

### **6.4 Paydays**

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

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

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

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

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



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

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

### **6.5 Unpaid Leave**

**Raíces** pays instruction staff a salary rather than pay by the hour, except as otherwise provided in the CBA. All other exempt employees shall not be paid overtime. Once an employee's PTO has been exhausted, leave is unexcused, or is otherwise unavailable, **Raíces** deducts pay from an exempt employee's salary in the following increments:

- one or more full hours of absence for personal reasons;
- one or more full hours of absence for illness, injury, or sickness,
- one or more full hours of absence from disciplinary suspensions; and
- partial or full day absences during an approved family or medical leave.

**Raíces** exempt employees who believe that **Raíces** made an incorrect or improper salary deduction should promptly report the deduction to the Principal. Absenteeism that results in unpaid leave is considered "excessive absenteeism" and grounds for discipline, up to and including discharge of employment.

### **6.6 Effective Date of Compensation Changes**

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

### **6.7 Direct Deposits**

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



may take several weeks for activation of the direct deposit.

### **6.8 Error in Pay**

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

### **6.9 Fee & Cash Collection**

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

See the **Raíces** Internal Control Policy for details.

### **6.10 Supplies, Expenditures & Obligating the School**

No employee, whose regular duties do not include purchasing, shall incur any expense on behalf of **Raíces** or bind **Raíces** by any promise or representation without written approval.

*In compliance with Policy 3.7.B—Written Procurement Procedures*

### **6.11 Expense Reimbursement (Non-Travel)**

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



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

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

### **6.12 Travel Expense Reimbursement**

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

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

### **6.13 Wage Garnishment**

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



## **Section 7—Benefits and Time Off**

### **7.1 Benefits Qualifications**

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

#### **Health Care**

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

#### **Education Retirement Board (ERB)**

Any employee working a 0.25 FTE or more per week is eligible for the Education Retirement Board (ERB) retirement plan.

#### **Life Insurance**

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

#### **Personal Time Off (PTO)**

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

### **7.2 Health Care (COBRA Benefits)**

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



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

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

### **7.3 Social Security/FICA**

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

### **7.4 Retirement**

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

### **7.5 Personal Time Off (PTO)**

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



## Eligibility

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

## Availability

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

## Accrual and Payment of PTO

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

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

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

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

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

### Example #1

Year 1 (Full time week = 37.5 hours)

1 FTE = 37.5 hours <sup>SEP</sup>A 1.0 FTE employee\* ends the year with a total of 62 hours (8 equivalent days) accumulated that can roll into the following year.



Year 2 (Full time week changed to = 40 hours)

1 FTE = 40 hours. This employee enters the next year with 64 hours (8 equivalent days) of PTO (unchanged equivalent days). If a half day PTO is to be used, it would be 4 hours off duty.

#### Example #2

1 FTE = 37.5 hours. A .65 FTE employee\* ends the year with a total of 62 hours PTO (8 of .65 days off). Work day is =4.785 hours

Calculation – (.65FTE X (37.5/5))=4.7858 of the employee's days (8 X .65FTE X 37.5 hrs/wk) = 195 hours

1 FTE = 40 hours This employee's PTO would be converted to the following: 8 total PTO of days (at .65 FTE)[Unchanged] or (8 X .65 FTE X 40) = 208 hours  
If the employee were to take a half day off (of .65 days), it would be 2.6 hours.  
 $(.5 \text{ days} / 40 \text{ hrs} / 5 \text{ days in wk}) \times .65 \text{ FTE} \times 40 \text{ hrs} = 2.6 \text{ hrs}$

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

#### Use and Scheduling of PTO

Unscheduled use of PTO (less than 1 week of notification) Employees who are unable to attend work and have not gained prior approval are to notify the school Principal or designee as quickly as possible.

Scheduled use of PTO (minimum of 1 week of notification) Employees are asked to notify the school a minimum of 1 week in advance by submitting a Personal Time Off Request form to the Principal or designee. In the event PTO is not granted, the Principal or designee provides a reason for the decision.

Whenever possible, PTO must be scheduled in advance. PTO is subject to supervisory approval, **Raíces** staffing needs, and established procedures. Unscheduled absences are monitored. If the frequency of unscheduled absences adversely affects **Raíces** operations, the Principal or designee may request a meeting with the employee and/or request the employee provide appropriate documentation concerning the justification for unscheduled absences. Excessive absenteeism may be grounds for discipline up to and including termination from



employment. Employees who are absent because of an illness or injury that may impact the health and well-being of themselves or others, prior to return, may be asked by the Principal for medical release documentation.

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

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

### **Use and Scheduling of Professional Leave Time**

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

### **Securing Substitute Teachers**

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

**Non-Payment Upon Employment Termination:** Upon an employee's termination of employment by either party, no payment is made for unused PTO.

### **PTO Exceptions**

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



## **Accrual of Unused Holiday Time**

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

The following provisions apply:

1. Accrued holiday time may be used for leave in place of PTO, applying all expectations that are associated with taking PTO.
2. Holiday time will not accrue for any employee while on leave without pay status.
3. Authorization from the Principal must be granted prior to taking leave, and is granted only for the times that least interferes with the efficient operation of the school (except in cases of emergency).
4. Employees absent without prior authorization may be subject to deduction from accrued holiday time, PTO, reduction in salary, or discipline.
5. Unused accrued holiday time is cumulative, not to exceed twenty (20) days as calculated on June 30 of every year.
6. Upon termination of employment, no payment is made for unused accrued holiday time.

## **7.6 Donations of Personal Time Off (PTO)**

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

This Shared PTO Bank may be used by all employees who are at 0.50 FTE or higher. Eligible employees who earn PTO may voluntarily donate accumulated



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

### **Eligibility to Receive Shared PTO**

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

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



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



16. Unused donated PTO shall revert to the donating employees on a prorated basis at the end of every school year.

17. Employees may not donate unused PTO to the Shared PTO Bank upon termination of employment with **Raíces**

Ref: NMSA 1978 §10-7-22 (HB403 2015)

### **Eligibility to Donate PTO**

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

1. The donation of PTO is strictly voluntary. No employee shall be coerced or financially induced into donating PTO.
2. A contributor may not designate a particular employee to receive the donation.
3. Time must be donated in whole hours.
4. An initial donation requires a minimum of eight hours, which is prorated for employees who are at less than 1.0 FTE (e.g., an employee at 0.50 FTE must make an initial donation of a minimum of four hours).
5. The maximum number of hours that may be donated by an employee during any 12- month period is 48. Employees must maintain a minimum of 37.5 hours of PTO before making a donation of PTO in excess of that amount. These amounts are prorated for employees who are at less than 1.0 FTE.
6. PTO that has been contributed to the Shared PTO Bank cannot be restored to the contributor.
7. The contributor's identity remains confidential, unless he/she chooses to self-identify.
8. A contributor does not have to first donate to the Shared PTO Bank in order to receive donations from the Bank.
9. The contributor does not receive any type of tax deduction for the donated PTO.





## **Procedure**

To request leave from the Shared PTO Bank:

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

To donate leave to the Shared PTO Bank:

1. An employee wishing to donate PTO to the Shared PTO Bank completes a PTO donation form available in the front office.
2. After receiving a PTO donation form from an employee, the Principal and Business Manager verify the donating employee's eligibility and



status, including current accumulated PTO balance.

3. The Principal notifies the donating employee of the decision within five (5) business days of receipt of the donation form.
4. If the donation is approved, the Business Manager makes the transfer of hours from the donating employee's leave to the school's Shared PTO Bank. The donating employee does not need to reflect any transfer of hours on his/her time sheet if applicable; the reduction of hours are reflected on the employee's pay stub balance. [SEP]

### **7.7 Personal Time Off (PTO) Record Keeping**

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

### **7.8 Holidays**

Each year the Governance Board approves a school calendar indicating all holidays and school days.

### **7.9 Bereavement**

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

### **7.10 Jury Duty**

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

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



When an employee reports for jury duty and is dismissed, the employee is expected to return for work for the remainder of each day on which this occurs. If an employee is not required to report to the court on any day of the jury duty period, the employee is required to report to work. Employees are expected to work with the Principal to minimize potential impact to the school.

### **7.11 Military Duty**

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

#### **Eligibility**

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

#### **Length of Leave**

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

#### **Request Procedure**

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



## **Pay While on Leave**

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

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

## **Status of Benefits**

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

## **Reinstatement**

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

An eligible employee reemployed under New Mexico's Act is entitled to restoration without loss of seniority and entitled to additional job protection. Under the Act, an employer cannot discharge an eligible employee from his or her position without cause for one year from the date of job restoration.

## **7.12 Family Medical Leave Act (FMLA)**

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



## Employee Eligibility

To be eligible for FMLA leave, you must have:

Worked for **Raíces** for at least 12 months; and <sup>[17]</sup><sub>[SEP]</sub> Worked at least 1250 hours for **Raíces** during those 12 months.

## Conditions Triggering Leave

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

## Duration of Leave

Eligible employees may receive up to 12 workweeks of unpaid leave during a “rolling” 12- month period, measured backward from the date of any FMLA leave. FMLA leave for the birth or placement of a child for adoption or foster care must be completed within 12 months of the birth or placement. <sup>[17]</sup><sub>[SEP]</sub>

## Use of Accrued Paid Leave

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

## Intermittent Leave

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

## Notice and Medical Certification

When seeking FMLA leave, employees must provide:

1. Thirty (30) days advance notice of the need to take FMLA leave, if the need is foreseeable, or notice as soon as practicable in the case of an unforeseeable leave;



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

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

### **Maintenance of Benefits**

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

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

### **Reinstatement**

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



## Definitions

For purposes of this policy:

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

### 7.13 Professional Development

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

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

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

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



Employee requests to attend professional development opportunities not sponsored by **Raíces** while school is in session are subject to the approval of the Principal.

**Raíces** views professional development as an important learning opportunity for participating employees and benefits our students. It is also our hope that learning that occurs at outside professional development opportunities are shared to benefit the rest of the school community. Therefore, there is an expectation that employees who participate in outside professional development share their experience when applicable; this can take many forms, including presentations and written reports, and the format of such sharing is determined in conjunction with the Principal.

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

Employees should submit written requests to take professional development days to the Principal for approval. The request shall include a printed or written agenda and/or printed material pertaining to the professional development. When possible, **Raíces** requests that employees submit requests to take professional development training at least 10 days in advance for in-town events and at least 30 days in advance for out-of-town events. The granting of requests are at the sole discretion of the Principal.





## Section 8—Communications

### 8.1 Computer, Email, and Internet

Every employee is responsible for using the **Raíces** computer system properly and in accordance with this policy; including its electronic mail (E-mail) system and the Internet. Any questions about this policy should be addressed to the Principal.

#### The Computer System is **Raíces** Property

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

#### No Expectation of Privacy

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

Even if employees use a password to access the computer system (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from **Raíces** computers is not assured. Use of passwords or other security measures does not in any way diminish **Raíces** right to monitor and access materials on its system, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to **Raíces** as files may need to be accessed by **Raíces** in an employee's absence or for any other reason that **Raíces** in its discretion deems appropriate. Further, employees should be aware that deletion of any E-mail messages or files may not truly eliminate the messages from the system. All E-mail messages and other files may be stored on a central back-up system in the normal course of data management.

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

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

### **Professional Use of Computer System Required**

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



## **Offensive and Inappropriate Material**

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

**Raíces** may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by **Raíces** networks. Notwithstanding the foregoing, **Raíces** is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an e-mail address on the Internet may lead to receipt of unsolicited e-mail containing offensive content. Users accessing the Internet do so at their own risk. Employees who encounter inappropriate or sexually explicit material while browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to **Raíces** blocking software.

## **Social Media**

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



## Solicitations

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

## Licenses and Fees

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

## Confidential Information

Employees may not transmit information over the Internet or through e-mail that is confidential or proprietary. Employees are referred to **Raíces** section 3.7 of this manual for a general description of what **Raíces** deems confidential or proprietary. When in doubt, employees must consult their immediate supervisor and obtain approval before transmitting any information that may be considered confidential or proprietary.

## Copyrights and Trademarks

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

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

## Maintenance and Security of System

Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive



amounts of time on the Internet, playing games, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video, and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related.

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

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

### **Violations of Policy**

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

### **8.2 Cell Phone Policy**

On rare occasions, **Raíces** may provide cell phones to individuals based on need. The cell phone is the property of the **Raíces** and should be cared for. If the device is broken or damaged by the employee, the amount to replace the device will be deducted from the paycheck of that employee. This device is provided to you to ensure that you are reachable by other **Raíces** personnel for any **Raíces** matter during business and off-business hours. The cell phone must be returned to **Raíces** upon termination of employment, no matter the reason for leaving.



## **Section 9—Facility and Property**

### **9.1 Visitors**

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

*In compliance of Policy 3.1.8.F—Parental Access Policy and Procedure*

### **9.2 Building Security**

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

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

### **9.3 Vehicles**

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

### **9.4 Parking**

Employee parking is available in the parking lot with signs in the designated areas when school is in session.

### **9.5 Housekeeping**

Good work habits and a neat place to work are essential for job safety and

efficiency. Employees are expected to keep their place of work organized and materials in good order at all times. Report anything that needs repair or replacement to the Principal.



Raíces del Saber Xinachtli Community School

## Section 10—Separation of Employment

Any action taken against an employee that results in separation of employment, dis-charge, or termination, shall align with the following, listed in hierarchical order:

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

### 10.1 Definitions

1. *Termination*. In the case of a licensed employee, “termination” means 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.

### 10.2 Discharge

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

### 10.3 Termination

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



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

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

1. General. **Raíces** may terminate an employee (exempt or non exempt) with fewer than three (3) years of consecutive service for any reason it deems sufficient.
  - a. *Non-contract employees.* Employees with three (3) years or less of consecutive service and who are not employed pursuant to a contract are “at-will” employees, that is, the employee may be dismissed from employment at any time and for any lawful reason the Principal deems appropriate. A written notice of termination is 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 an lawful reason the Principal deems appropriate.
2. *Protest Procedure for Employees with Less than Three (3) Consecutive Years of Service.* For an employee of less than three (3) consecutive years who was terminated or whose contract was not renewed, there is no protest. However, for exempt employees covered by the **Raíces** CBA, see the CBA and section 2.4 of this manual for the steps that are taken before determining whether such employees that are of concern to their supervisor are recommended for rehire. A terminated employee may request a statement of reasons from the Principal for his/her termination or non-renewal. Requests for an explanation are made in writing and



delivered to the Principal no later than five (5) working days after receipt of the notice of termination or notice of non-renewal. Reasons for the Principal's decision are provided to the employee within ten (10) days of receiving his/her request. The decision of the Principal to terminate is final and not subject to appeal.

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

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



c. Hearing on termination

- I. The employee and the Governance Council may have representation of their choice, but at their own expense.
- II. The hearing is conducted in accordance with the provisions of the Open Meetings Act.
- III. A designee of the Governance Council states the reasons for termination and presents the factual support for those reasons. The reasons are limited to those first provided to the employee after his/her request for an opportunity to address the Governance Board.
- IV. The employee states his/her reasons and factual support for contending that the termination was not for just cause. Those reasons and factual support must be the same as those provided in the employee's written response to the statement provided by the Principal.
- V. The Principal may offer such rebuttal testimony that he/she deems appropriate.
- VI. Each party may question all witnesses.
- VII. Only evidence presented at the hearing will be considered and the Governance Board is only required to consider that testimony it considers reliable. viii. No record will be kept of the hearing.
- VIII. The Governance Board notifies the employee and the Principal of its decision in writing within five (5) working days from the conclusion of the meeting.

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



process takes place as follows:

- i. **Timely Request.** The employee must submit a request for an appeal in writing that states his/her reasons for the appeal to the Chair of the Governance Board within five (5) working days from the receipt of the Governance Board's written decision. The request for appeal must include a statement of facts supporting the basis for appeal. Failure to submit a timely appeal bars the employee's objection to the decision of the Governance Board and renders the Governance Board's decision final.
- ii. **Selection of Arbitrator.** The Governance Board and the employee meet within ten (10) working days from the receipt of the employee's timely request for appeal to select an independent arbitrator. If they cannot make a choice, they 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 makes 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 hears all of the evidence presented and not be limited to a review of the Governance Board's decision.
- iv. **The issue before the arbitrator is limited to whether the evidence presented demonstrates just cause for termination.**
- v. **Date of Arbitration.** The arbitration is held within thirty (30) working days from the date the arbitrator is selected. Notice of the hearing is provided by the arbitrator, which includes the date, time, and location of the hearing.

## Rules of Arbitration

1. **Raíces** and the employee may have representation of their choosing, but

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- at their own expense;
2. Discovery is limited to depositions and requests for production of documents on a time schedule to be determined by the arbitrator;
  3. The arbitrator has the power to issue subpoenas for witnesses and documents and to administer oaths;
  4. The New Mexico Rules of Civil Procedure are not strictly enforced, however, the rules do apply to the extent that both contentions and responses are amply and fairly presented;
  5. The Rules of Evidence will not strictly apply, but the arbitrator permits either party to call and examine witnesses, to cross-examine witnesses and to introduce evidence. The arbitrator requires reasonable substantiation of statements and authentication of records where the accuracy or truth is in reasonable doubt;
  6. The Governance Board has the burden to show by a preponderance of evidence that the employee was terminated for reasons that constitute just cause.
  7. If the Governance Board cannot show just cause, or the employee sufficiently rebuts the Governance Board's reasons, then the arbitrator reverses the decision to terminate and orders reinstatement of the employee.
  8. Either the employee or **Raíces** may record the proceeding at their own expense, but it does not constitute an official record for purposes of further appeal.
  9. Departures from these procedures are considered harmless unless the party can demonstrate prejudice.
  10. Decision. The arbitrator issues a written decision within thirty (30) working days of the hearing, which contains findings of fact and conclusions of law.
  11. Remedies. The only remedies available to an employee who has been



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

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

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

### **Termination/Discharge Policy for Other Personnel Exempt from Protest Procedures**

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

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

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

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

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

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1. Notification and Immediate Removal.
  - a. Notice of discharge. The Principal serves written notice (certified mail return receipt requested) or arranges personal delivery retaining a receipt signed and dated by the employee, of intent to recommend to the Governance Board that the employee be discharged. Service otherwise consistent with the rule of civil procedure is sufficient to complete service as meant by these provisions.
  - b. Stated reasons. The notice includes the reasons for the Principal's recommendation that the employee be discharged along with a written description of the employee's right to a hearing before the Governance Board.
2. Immediate Removal. In the event that the Principal determines that it is necessary to immediately remove the employee from the school premises, the employee is placed on paid administrative leave pending the outcome of a hearing on the Principal's decision to discharge.
3. Protest Procedure/Hearing. A contract employee who receives a notice of discharge may request a hearing before the Governance Board by giving the Principal 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 Principal that he/she is requesting a hearing on the decision to discharge, a hearing is scheduled for no less than twenty (20) and no more than forty (40) working days after the Principal receives the written election from the employee. The employee has at least ten (10) working days prior notice of the hearing date.
  - b. *Hearing Procedures.*
    - i. **Raíces** and the employee may have representation of their choosing and at their own expense.
    - ii. Discovery is limited to depositions and request for production of documents, which is completed prior to the hearing.



- iii. The Governance Board has the authority to issue subpoenas for the attendance of witnesses and to produce documents and other evidence at the request of either party and has the power to administer oaths.
  - iv. **Raíces** has the burden of proving the just cause for discharge by a preponderance of the evidence. The evidence at hearing is limited to the reasons as stated in the notice to the employee recommending the discharge.
  - v. **Raíces** presents its evidence first; the employee presents 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 **Raíces**.
  - vii. The Governance Board renders its written decision within twenty (20) calendar days of the conclusion of the hearing and delivers its decision to the employee by certified mail return receipt requested or by personal delivery.
4. Appeal from Decision on Discharge: Arbitration. Either the discharged contract employee or a representative(s) of **Raíces** may appeal the decision of the Governance Board. The matter can be appealed to an independent arbitrator who hears all evidence as if presented for the first time.
- a. *Request Appeal/Arbitration.* To request an appeal the employee must state his/her reasons for the appeal in writing (“request for appeal”) and submit it to the President of the Governance Board within five (5) working days from the receipt of the Governance Board’s written decision. The appeal must contain a statement of the particular reasons the employee believes the Governance Board’s decision was incorrect and include a statement of facts supporting his/her decision.
  - b. *Timely Appeal.* Failure to submit a timely appeal bars the





employee's right to object to the decision of the Governance Board and renders the Governance Board's decision final.

- c. *Selection of Arbitrator.* The Governance Board and the employee meets 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 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 makes the selection within five (5) days of the request. The arbitrator selected is experienced in school employment matters. He/she has no financial, personal or other direct interest in the outcome of the proceeding.
- d. *Scope of Review.* The arbitrator hears all of the evidence presented and not be limited to a review of the Governance Board's decision. The issue before the arbitrator is limited to whether the evidence presented demonstrates just cause for discharge.
- e. *Date of Arbitration.* The arbitration is held within thirty (30) working days from the date the arbitrator is selected. Notice of the hearing is provided by the arbitrator, which includes the date, time and location of the hearing.
- f. *Arbitration Rules:*
  - i. **Raíces** 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 are not strictly enforced, however, the rules apply to the extent that both contentions and responses are amply and fairly presented;



- v. The Rules of Evidence do not strictly apply, but the arbitrator permits either party to call and examine witnesses, to cross-examine witnesses, and to introduce evidence. The arbitrator requires reasonable substantiation of statements and authentication of records where the accuracy or truth is in reasonable doubt;
- vi. The Governance Board has the burden to show by a preponderance of the evidence that the reasons provided for recommended the employee's discharge constitute just cause;
- vii. If the Governance Board cannot show just cause, or the employee sufficiently rebuts the Governance Board's reasons, then the arbitrator finds in favor of the employee;
- viii. Either the employee or **Raíces** may record the proceeding at their own expense, but it does not constitute an official record for purposes of appeal; only the official record prepared by a certified court reporter constitutes the official record;
- ix. Departures from these procedures are considered harmless unless the party can demonstrate prejudice;
- x. Decision. The arbitrator issues a written decision within thirty (30) working days of the hearing, which contains findings of fact and conclusions of law;
- xi. Final Decision. Decisions by the arbitrator are final and binding on both **Raíces** and the employee; the decision may not be appealed unless the decision was procured by corruption, fraud, deception or collusion, in which case it is appealed to the Second Judicial District Court for the State of New Mexico.
- xii. Costs/Fees. The employee and **Raíces** 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 terminates as of the date a final decision, provided by the Governance Board. 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 is 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.

[Reference, NMSA 1978 §22-10A-24.

#### **10.4 Exit Interviews**

In the case of a voluntary resignation, **Raíces** may request an exit interview to discuss an employee's reasons for leaving and any other impressions that the employee may have about **Raíces**. The employee has the right to choose to not do the interview. During the exit interview, employees can provide insights into areas for improvement that **Raíces** can make. Every attempt is made to keep all information confidential.

#### **10.5 Return of Raíces Property**

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

#### **10.6 Post-Employment Inquiries Raíces**

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



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

### **10.7 Restriction of References Involving Sexual Misconduct**

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

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

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

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



## Section 11—Employee Protections

### 11.1 Grievance Procedure

It is important that you bring any employment-related problems or issues to the attention of **Raíces**. If you feel that anything has occurred that is unfair to you, or if you have any complaints, requests, or constructive criticism regarding employment-related issues, policies, or procedures, discuss it with the person with whom you have the issue first, if applicable, and then follow the steps set forth in this procedure. If the problem involves harassment of any kind, please see the complaint procedure set forth in Harassment, section 3.4 of this manual.

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

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

1. The contents of an evaluation or the discretionary act(s) of professional judgment relating to the evaluation of the work performance of any employee by his/her supervisor;
2. Discharge or termination decisions (those procedures are set forth in section 10.3 of this manual);
3. Situations in which the remedy for the alleged violation resides exclusively in some person, agency, or authority other than **Raíces**, its Principal, or its Governance Board;<sup>SEP</sup>
4. A former employee cannot file a grievance after the effective date of separation from employment.

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

1. your name and position;
2. a description of the issue;
3. when you discussed it with your supervisor;
4. what your supervisor's response was;

5. why you disagree; and
6. what you suggest as the proper response to the problem or issue you raised.

The Principal investigates and, to the extent necessary, discusses the issue and solution with you.

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

If you feel you did not receive a satisfactory explanation or decision from the Principal, notify the Principal that you wish to present the problem to the Governance Board. To do this, please write a note to the Principal stating:

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

The person designated by the Principal investigates and, to the extent necessary, discusses the issue and solution with you.

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

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

All complaints should be brought no later than ten (10) school days from the time of the incident. (See the Governance Board Handbook for the full Complaint and Grievance policy and Procedures with timelines and forms on [page 109](#))



## 11.2 Whistleblower Policy

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

An employee who wishes to report a suspected violation of law or **Raíces** policy may do so confidentially by contacting the Principal.

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

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

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



## Appendix A—Code of Ethics

In compliance to *Raíces* Policy 3.1.8.I.1—Code of Ethics

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

### **A. Principle I:**

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

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

### **B. Principle II:**

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



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

**C. Principle III:**

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

1. recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative of our profession;
2. participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education;
3. cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns, and those colleagues new to their positions;
4. accord just and equitable treatment to all members of the profession in the



- exercise of their professional rights and responsibilities;
5. refrain from assigning professional duties to nonprofessional personnel when such assignment is not in the best interest of the student;
  6. refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues;
  7. keep the trust under which confidential information is exchanged; (8) make appropriate use of the time granted for professional purposes;
  8. interpret and use the writings of others and the findings of educational research with intellectual honesty;
  9. maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts;
  10. respond accurately to requests for evaluation of colleagues seeking professional positions;
  11. provide applicants seeking information about a position with an honest description of the assignment, the conditions of work and related matters.

**D. Principle IV:**

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

1. apply for or offer a position on the basis of professional and legal qualifications;
2. apply for a specific position only when it is known to be vacant and refrain from such practices as underbidding or commenting adversely about other candidates;
3. fill no vacancy except where the terms, conditions, and policies are known;



4. adhere to and respect the conditions of a contract or to the terms of an appointment until either has been terminated legally or by mutual consent;
5. give prompt notice of any change in availability of service, in status of applications, or in change in position;
6. conduct professional business through recognized educational and professional channels. [6.60.9.8 NMAC - N, 04-30-01]

### **6.60.9.9 STANDARDS OF PROFESSIONAL CONDUCT:**

#### **A. Preamble**

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



professionals. We are committed to this code and understand that it provides minimally accepted standards of professional conduct in education.

**B. Standard I:**

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

1. shall, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Section 1232g, 34C.F.R. Part 99), the Individuals with Disabilities Education Act (20 U.S.C. Section 1401 et seq., 34 C.F.R. Part 300), the Mental Health and Developmental Disabilities Code (Section 43-1-19, NMSA 1978), the Inspection of Public Records Act (Section 14-2-1 et seq., NMSA 1978), the Code (Section 22-1-8, NMSA 1978), and the Children's Code (Sections 32A-2-32, 32A-4-3, NMSA 1978), withhold confidential student records or information about a student or his/her personal and family life unless release of information is allowed, permitted by the student's parent(s)/legal guardian, or required by law;
2. shall not discriminate or permit students within our control, supervision or responsibility to discriminate against any other student on the basis of race, color, national origin, ethnicity, sex, sexual orientation, disability, religion, or serious medical condition;
3. shall avoid using our positions as licensed school employees to exploit or unduly influence a student into engaging in an illegal act, immoral act, or any other behavior that would subject a licensed school employee or student to discipline for misconduct whether or not the student actually engages in the behavior;
4. shall tutor students only in accordance with Governance Council policies, if any, only after written permission from the student's parent(s)/legal guardian, and only at a place or time approved by the local school and/or the student's parent(s)/legal guardian;
5. shall not give a gift to any one student unless all students situated similarly receive or are offered gifts of equal value for the same reason;



6. shall not lend a student money except in clear and occasional circumstances, such as where a student may go without food or beverage or be unable to participate in a school activity without financial assistance;
7. shall not have inappropriate contact with any student, whether or not on school property, which includes but is not limited to: (a) all forms of sexual touching, sexual relations or romantic relations; (b) inappropriate touching which is any physical touching, embracing, petting, hand-holding, or kissing that is unwelcome by the student or is otherwise inappropriate given the age, sex and maturity of the student; (c) any open displays of affection toward mostly-boys or mostly-girls; and (d) offering or giving a ride to a student unless absolutely unavoidable, such as where a student has missed his/her usual transportation and is unable to make reasonable substitute arrangements;
8. shall not interfere with a student's right to a public education by sexually harassing a student or permitting students within our control, supervision or responsibility to sexually harass any other student, which prohibited behavior includes:(a) making any sexual advances, requests for sexual favors, repeated sexual references, any name calling by means of sexual references or references directed at gender-specific students, any other verbal or physical conduct of a physical nature with a student even where the licensed educator believes the student consents or the student actually initiates the activity, and any display/distribution of sexually oriented materials where students can see them; and (b) creating an intimidating, hostile or offensive work/school environment by at a minimum engaging in any of the prohibited behaviors set forth at Paragraph (7) or Subparagraph (a) of Paragraph (8), Subsection B of 6.60.9.9 NMAC, above.

### **C. Standard II:**

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

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



2. shall not orally or in writing misrepresent our professional qualifications;
3. shall not assist persons into educational employment whom we know to be unqualified in respect to their character, education, or employment history;
4. shall not make a false or misleading statement concerning the qualifications of anyone in or desiring employment in education;
5. shall not permit or assist unqualified or unauthorized persons to engage in teaching or other employment within a school;
6. shall not disclose personal, medical, or other confidential information about other educational colleagues to anyone unless disclosure is required or authorized by law;
7. shall not knowingly make false or derogatory personal comments about an educational colleague, although first amendment protected comments on or off campus are not prohibited;
8. shall not accept any gratuity, gift, meal, discount, entertainment, hospitality, loan, forbearance, favor, or other item having monetary value whose market value exceeds \$100, excluding approved educational awards, honoraria, plaques, trophies, and prizes;
9. shall avoid conduct connected with official duties that is unfair, improper, illegal or gives the appearance of being improper or illegal;
10. shall not sexually harass any school employee, any school visitor or anyone else we might encounter in the course of our official duties, which includes:
  - a. making any sexual advances, requests for sexual favors, repeated sexual references, and name calling by means of sexual references or references directed at any gender-specific individuals named above;
  - b. making any other verbal gesture or physical conduct with any of the above-named individuals even where the licensed educator



believes they consent or they actually initiate the activity;

- c. displaying or distributing any sexually oriented materials where the above-named individuals can see them; and
- d. creating an intimidating, hostile, or offensive work/school environment by engaging in any of the prohibited behaviors set forth at Subparagraphs (a), (b) or (c), Paragraph (10), Subsection C of 6.60.9.9 NMAC, above;

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

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

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

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

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

16. shall not engage in any outside employment:

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



- b. where we use confidential/privileged information obtained from our employment as part or all of our private employment duties; and
  - c. that impairs our physical ability to perform our school duties;
17. shall not, with the intent to conceal/confuse a fact, change or alter any writing or encourage anyone else to change or alter any document:
- a. in connection with our official school duties;
  - b. in connection with another licensed person's official school duties;
  - c. in connection with any standardized or non-standardized testing;
  - d. in connection with any school application or disclosure process;  
and
  - e. in connection with any writing submitted to the public education department related to our initial or continued licensure, including endorsements;
18. shall not in connection with any state board-approved teacher test knowingly make any misrepresentations about one's identity, or engage in any false or deceptive acts of test-taking or test-registering;
19. shall not engage in any conduct or make any statement:
- a. that would breach the security of any standardized or non-standardized tests;
  - b. that would ignore administering portions or the entirety of any standardized or non-standardized testing instructions;
  - c. that would give students an unfair advantage in taking a standardized or non-standardized test;
  - d. that would give a particular school or a particular classroom an unfair advantage in taking a standardized or non-standardized test;  
and





- e. that would assist students in obtaining services or benefits for which they do not qualify or are not entitled;
20. school or attending a school function, engage in violent, abusive, indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct which tends to disturb the peace;
21. shall not hold, or continue to hold, employment for which educator licensure or certification is required when the individual knew, should have known or is informed by the PED, that the individual does not hold the required credentials; and
22. shall not use school information technology equipment, hardware, software or internet access to view, download, display, store or print pornographic images or advertisements, nude images, or sexually explicit depictions or language;
23. shall not engage in unprofessional conduct, which conduct shall include but not be limited to the following
- a. striking, assaulting or restraining a student for no valid reason;
  - b. using any written or spoken words in s or at school events that are inflammatory, derogatory or otherwise demonstrate a bias against a person or group, on the basis of their race, religion, culture, ethnicity, sexual preference, sexuality or physical disability;
  - c. bringing firearms onto school property or possessing them on school property, except with proper authorization;
  - d. possessing or consuming alcohol beverages at school;
  - e. possessing or using illegal drugs;
  - f. being under the influence of alcohol or illegal drugs at school; g) actively obstructing an investigation into the possible unethical or illegal conduct of a school employee; and



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

24. shall report any knowledge of inappropriate contact, as provided by Paragraph (7) of Subsection B of 6.60.9 NMAC with a student or other school employee to the local school authority within 30 days of obtaining such knowledge. [6.60.9.9 NMAC - N, 04-30-01; A, 10- 17-05; A, 10-31-06]

#### **6.60.9.10 FAILURE TO COMPLY WITH THIS CODE:**

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

Questions regarding **Raíces'** expectations for employee conduct should be directed to the appropriate supervisor or Principal. Violations of laws, ethical



codes, school policies or any other standards of employee conduct may lead to immediate disciplinary action, up to and including termination of employment.

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



Raíces del Saber Xinachtli Community School

## Appendix B—Employee Policy Manual Acknowledgment

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

Please sign, date, and return this page to the Principal.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_