



147 Bear Head Canyon Rd. Jemez Pueblo, NM 87024. PH.# 505.527.3392. Fax # 505-527-9932. Web site: www.walatowahcs.org

WHCS Employee Handbook

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Mission

Through a community-integrated experiential learning program, Walatowa High Charter School will prepare students to be academically successful, while promoting cultural awareness, community wellness, leadership, college and career readiness.

What WHCS Expects from Employees

Your first responsibility as an employee of the Walatowa High Charter School (WHCS) is to perform the duties assigned to you promptly and correctly. Each WHCS Employee is expected to cooperate fully with the implementation of all WHCS Policy and Procedures and respect the rules and regulations of the Pueblo of Jemez Nation. How you interact with the WHCS community and the implementation of the mission can affect the success of the school. You are expected to develop a customized education which allows students to focus on their educational engagement, academic performance and develop strong social/emotional skills. Also, you are expected to regularly check emails, and other technology platforms to stay informed on any updates from the WHCS Governing Board, WHCS Executive Director or designee regarding school operations. Whatever your position, we are dedicated to making WHCS an organization in which you can approach administration, faculty or staff to discuss any problem or question. We expect you to voice your recommendations and contribute your solutions to improve the quality of WHCS.

Purpose of Handbook

The purpose of this handbook is to provide requirements of employment, as well as information. If you have questions, please see the WHCS Executive Director or designated WHCS Human Resource Coordinator.

Employment Policies (Employee will adhere and implement ALL policies and procedures)

Equal Employment Opportunity: WHCS is an equal opportunity employer committed to maintaining a non-discriminatory, diverse work environment. WHCS does not discriminate against any student, parent or employee on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition or sexual orientation or gender identity, or on any other legally protected basis, with respect to his/her rights, privileges, programs, activities, and/or in the administration of its educational programs and athletics/extracurricular activities.

Background Checks and School Personnel Act: As a condition of employment, all employees must successfully complete a background check and must meet all requirements mandated by the State of New Mexico (see School Personnel Act: NMSA 1978, Section 22.10A.1 et seq.) and as indicated in their employment contract.

Americans with Disabilities Act (ADA): Reasonable accommodations will be made for employees with a disabling condition, as defined by ADA, which affect his/her abilities to perform the essential functions of her/her job. The request may be made through any form of communication, written or otherwise. Documentation may be requested from the employee regarding limitations that arise from the disability that requires reasonable accommodations. Requests for reasonable accommodations should be made to the Executive Director.

Immigration Law Compliance: All offers of employment are contingent upon verification of an employee's right to work in the United States. Employees will be asked to provide original documents verifying their right to work and to sign Federal Form I-9, Employment Eligibility Verification Form, as required by law. Failure to provide such documentation may result in termination of employment or retraction of an offer of employment.

At Will Employment: Unless otherwise approved by the Governance Board, all employees of the Walatowa High Charter School shall be hired on an 'at will' basis, and can be dismissed at any time with or without cause, pursuant to NMSA 1978, as indicated in the employment contract. Any employee who has been employed by the Walatowa High Charter School at the end of three consecutive years may not be terminated without just cause.

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

Gun Free Schools Policy: This Gun Free Schools Policy is to help ensure the health and welfare of students, staff, and families at the Walatowa High Charter School. WHCS and the Pueblo of Jemez prohibits possession of firearms or other deadly

weapons on Pueblo of Jemez Tribal Land, WHCS premises and at all WHCS events whether taking place on campus or off campus.

Grade Change Policy Policy: Report cards are sent out at the end of each semester. Report cards and progress reports will be sent home with the student. Advisors will be required to meet with parents of students who are in danger of failing. Corrections of clerical errors in grades may be authorized by the WHCS Executive Director or designee(s) whether he or she has recognized the error on his or her own or it has been brought to his or her attention by another such as the Instructor of the course. These corrections will be documented in the student's file. NMAC § 6.30.10

Employee Extra Duties Policy: Walatowa High Charter School expects all of its professional employees, as a condition of their contracted assignment, to attend and/or participate in periodic activities scheduled before and/or after their duty day. Time spent in such activities is not eligible for overtime compensation.

Property Rights Policy: Walatowa High Charter School encourages staff development of original materials that further the vision and mission of the school. Curriculum and curricular materials developed by staff at the request of Walatowa High Charter School become and remain the sole property of WHCS.

Employee Access to School Facilities Policy: Walatowa High Charter School approves reasonable employee access to the school during non-school hours for school related purposes.

Whistle Blower Policy: Walatowa High Charter School will not retaliate against employees who express their reasonable concerns about unlawful use or misuse of school property or inappropriate conduct by school personnel when reported to the proper school authorities.

Personnel Evaluations Policy: Walatowa High Charter School will maintain a system of evaluation for all personnel in compliance with the laws of New Mexico and the standards and procedures adopted by the New Mexico Public Education Department, which system will also reflect and support the mission, goals, and objectives of the school.

Staff Development Policy: Walatowa High Charter School will provide its employees quality opportunities for continual professional growth and development. Such opportunities shall reflect the mission, goals and objectives of WHCS. Employees benefiting from specialized training provided by WHCS will be expected to make a commensurate commitment to teaching service at WHCS.

Staff Participation in Political Activities Policy: Walatowa High Charter School prohibits employees seeking political office or participating in a political campaign from conducting campaign activities on school premises during regular working hours, disallows employees from using students in their campaign activity and bans employees from using school equipment or materials to produce personal campaign literature.

Building Accommodations Policy: Walatowa High Charter School will provide adequate facilities to implement the WHCS's educational program, meet the statewide adequacy standards, and otherwise comply with the Public School Act.

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

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

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

6. Solicit, endorse, or proselytize others for commercial ventures, outside organizations, or religious, social, or political causes.
7. Disrupt, disable, damage, or interfere with services, equipment, or other users.
8. Access, assist, or allow others to access equipment, files, passwords, user codes, or information without authorization.
9. Use WHCS computers for personal business.

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

WHCS Tobacco and Drug Free School Policy: Walatowa High Charter School and the Pueblo of Jemez strictly forbids the possession, use, and/or distribution of alcohol, tobacco or illegal substances, including drug paraphernalia or the misuse of controlled substances at WHCS, or at any school-sponsored activity or event on or off campus. Employees who work while under the influence of alcohol or drugs present a safety hazard to themselves, their co-workers and students. In addition, employees who work under the influence of alcohol or drugs threaten Walatowa High Charter School's reputation and integrity. Walatowa High Charter School's policy is to create a drug-free workplace in accordance with the Drug Free Workplace Act of 1988.

Employee Conflict of Interest Policy: Employees of Walatowa High Charter School must not engage in any activities, transactions, or relationships that are incompatible with the impartial, objective, and effective performance of their duties. Such prohibitions include, but are not limited to the following:

1. An employee may not accept or solicit a gift, favor, or service from any individual, business or other party involved, or potentially involved, in a contract or transaction with WHCS.
2. As specified by law, no employee shall directly or indirectly sell or be a party to any transaction to sell instructional materials, equipment, insurance, or school supplies to the school. No employee shall receive any commission or profit from the solicitation or sale of investment securities or insurance to any other employee under the employee's supervision. This does not apply to an employee making a sale in the regular course of the employee's business when the sale complies with all applicable provisions of law.
3. An employee may not accept employment or compensation, or engage in any business or professional activity that might require disclosure of WHCS confidential information, or that could reasonably be expected to impair the employee's independence of judgment in the performance of his/her official duties

Tutoring or Advising for Pay Policy: With the exclusion of school personnel receiving stipends for extra- or co-curricular activities, non-employment tutoring hours; Walatowa High Charter School will not permit school personnel to enter into a private agreement to receive pay for tutoring or advising WHCS students during the school year. Any exception to this policy must receive prior written approval from the Executive Director.

Educator Stipends: Additional compensation can be paid to highly qualified teachers with a Masters Degree or higher to fill critical vacancy needs with a monetary incentive. Dual Credit classes require instructors who are knowledgeable in both high school and college-level content and who can deliver and/or facilitate high-quality instruction to teach college-level material alongside their regular teaching responsibilities. Stipends demonstrate appreciation for teachers' commitment to dual credit education and to create sustainable solutions to increase student achievement. WHCS Business Manager and WHCS Executive Director will determine compensation structure based upon the dual credit course credit hours taught by eligible teachers.

Background Check Policy

Purpose: The purpose of this Policy is to assure compliance with all applicable laws regarding background checks, as well as, to help ensure the safety of Walatowa High Charter School (WHCS) students and employees.

Definitions:

1. "Background Check" or "Background Investigation" means the process, in compliance with all applicable laws, by which a person is reviewed for eligibility for unsupervised

access to students.

2. "Ethical Misconduct" means the following behavior or conduct by WHCS

personnel, school employees, school volunteers, contractors or contractors' employees:

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

3. "School Employee" or "Employee" means any licensed or non-licensed employee of the School.

4. "School Premises" means (1) the buildings and grounds, including playgrounds, playing fields and parking areas and a school bus of a public school, in or on which school or school-related activities are being operated under the supervision of a local school board, charter school or state agency; or (2) any other public buildings or grounds, including playing fields and parking areas that are not public school property, in or on which public school-related and -sanctioned activities are being performed.

5. "School Volunteer" or "Volunteer" means a person, including a relative of a student, who commits to serve regularly at a WHCS without compensation.

6. "Unsupervised contact with children or students" means access to or contact with, the opportunity to have access to or contact with, a child or student for any length of time in the absence of (1) a licensed staff person from the same school or institution; (2) a school volunteer who has undergone a background check according to Section 22-10A-5 NMSA 1978; or (3) any adult relative or guardian of the child or student.

Policies and Procedures:

1. The School will conduct background checks of all persons who may have unsupervised contact with children or students on school premises.

2. An applicant for initial licensure shall be fingerprinted and shall provide two fingerprint cards or the equivalent electronic fingerprints to the WHCS Executive and/or designee to obtain the applicant's federal Bureau of Investigation record. Convictions of felonies or misdemeanors contained in the Federal Bureau of Investigation record shall be used per the Criminal Offender Employment Act. Other information in the Federal Bureau of Investigation record, if supported by independent evidence, may form the basis for the denial, suspension, or revocation of a license for just cause. Records and related information shall be privileged and shall not be disclosed to a person not directly involved in the licensure or employment decisions affecting the specific applicant. The applicant for initial licensure shall pay for the cost of obtaining the Federal Bureau of Investigation record.

3. An applicant who has been offered employment or a school volunteer, contractor, or contractor's employee who may have unsupervised contact with children or students on school premises shall provide two fingerprint cards or the equivalent electronic fingerprints to the WHCS Executive Director to obtain the applicant's, school volunteer's, contractors or contractor's employee's federal bureau of investigation record. WHCS may pay for an applicant's background check. A school volunteer, contractor, or contractor's employees may be required to pay for the cost of obtaining a background check.

4. Convictions of felonies or misdemeanors contained in the Federal Bureau of Investigation record shall be used per the Criminal Offender Employment Act; provided that other information contained in the Federal Bureau of Investigation record, if supported by independent evidence, may form the basis for the employment decisions for just cause. Records and related information shall be privileged and shall not be disclosed

to a person not directly involved in the employment, volunteering, or contracting decision affecting the specific applicant, volunteer, contractor or contractor's employee who has been offered employment, a volunteer position or a contract and may have unsupervised access to students on school premises.

5. The Executive Director shall report immediately to the department any known conviction of any felony or misdemeanor involving moral turpitude of WHCS personnel, a school employee, a school volunteer, a contractor, or a contractor's employee.

6. For employees not licensed by the Public Education Department, the background check may consist of

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

7. Employees are authorized to have unsupervised contact with students or children on school premises based on satisfactory background check results. All offers of employment are contingent upon a satisfactory background check.

8. Convictions of felonies or misdemeanors contained in the records provided by the Department shall be used per 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 serve as an automatic bar to employment unless required by law.

9. A finding in a background check related to child abuse or neglect or a finding related to criminal sexual penetration or contact shall unconditionally preclude a person from becoming or remaining an employee at the School.

10. Background checks are kept on file for twenty-four months following separation from the WHCS.

11. Once employed or contracting with the School, all employees must self-report to the WHCS Executive Director any arrest, charge, and/or conviction of a criminal offense other than a minor traffic infraction.

12. WHCS officials, 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 share that information with the professional licensure and educator ethics bureaus of the PED.

6.60.8.9(D) NMAC (2006).

Investigations of Ethical Misconduct:

The WHCS Executive Director may appoint a designated representative to act on the WHCS Executive Director's behalf. The WHCS Executive Director or the designated representative shall investigate all allegations of ethical misconduct about any WHCS personnel, school employee, school volunteer, contractor, or contractor's 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 ethical misconduct by a licensed school employee, the WHCS Executive Director or the WHCS Executive Director's designated representative shall report the identity of the licensed school employee and attendant circumstances of the ethical misconduct on a standardized form to the department and the licensed school employee within thirty days following the separation from employment or immediately if the finding of ethical misconduct is sexual misconduct with an adult or child. The WHCS Executive Director or the WHCS Executive Director's designated representative shall also report allegations of sexual assault or sexual abuse involving any WHCS personnel, school employee, school volunteer, contractor, or contractor's employee to the appropriate law enforcement agency. No agreement between a departing school employee and the governing authority or WHCS Executive Director shall diminish or eliminate the responsibility of investigating and reporting the alleged ethical misconduct to the department or, if legally mandated, to law enforcement, and any such agreement to the contrary is void.

All record storage of personnel information shall be printed directly from the required website by the WHCS Executive Director or the WHCS Executive Director's designated representative. The background check reports shall be kept in a locked cabinet in the WHCS Executive Director or the WHCS Executive Director's designated representative office. Only the WHCS Executive Director or the WHCS Executive Director's designated representative can have access to and view these reports.

If intentional misuse of any personal information by an employee is discovered by the WHCS, the WHCS shall take personnel action against the employee misusing personal information. The misuse of personnel information may result in loss of access to personnel information, loss of employment, and criminal prosecution. Misuse will be reported to the proper authorities.

Harassment-Harassment means to create an unprofessional or hostile situation especially by uninvited and unwelcome verbal or physical conduct.

A. Sexual Harassment. Sexual harassment may include:

1) requests for sexual favors; 2) sexual advances 3) persistent or unwelcome flirtation or requests for dates, especially if the behavior continues after a clear objection has been made; 4) sexually motivated inappropriate conduct such as facial expressions or body language, leering, making sexual gestures or actual touching, kissing, impeding or blocking another's movements; 5) displaying sexually suggestive objects, pictures or cartoons; 6) demands to submit to sexual requests in order to maintain employment or avoid some employment-related loss (e.g. salary), and offers of job benefits or favors in return for sexual favors; and/or 7) intimidation and hostility directed to an individual because of sex 8) or explicit or degrading verbal, written or electronic comments of a sexual nature, such as comments about an individual's body or dress. This list is not exhaustive and applies to conduct by co-workers, WHCS Executive Director or designees, volunteers and others invited to the WHCS premises. Sexual harassment can apply to conduct in any work-related setting outside the work place as well.

B. Other- Other prohibited harassment includes verbal or physical conduct which degrades or shows hostility or aversion toward an individual for any reason. Conduct similar to that described above as sexual harassment and discrimination is unlawful. For example, verbal conduct such as epithets, jokes based on ethnicity, age-related derogatory comments, foul or obscene language or racial slurs.

C. Unlawful harassment does not only affect the people directly involved. Harassment may be experienced and reported by anyone observing the harassing behavior even if it is not directed at him or her.

B. Discrimination

A. Discrimination is negative behavior toward an individual or group of individuals based on race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap or serious medical condition.

B. Discrimination in any form will not be tolerated at WHCS

Employee Responsibility

All WHCS Employees are responsible for taking appropriate action to prevent and eliminate harassment and discrimination at WHCS. WHCS encourages you to report the conduct immediately. In addition, if you observe discrimination or harassment of another WHCS Employee, student, visitor or guest, by a fellow WHCS Employee, report the concern immediately.

Reporting Complaints-If you experience or observe harassment or discrimination you should bring your concerns directly to WHCS Executive Director, the WHCS counselor or the WHCS HR Coordinator. Your complaint will be promptly investigated by the individual to whom you reported or a third-party investigator, if appropriate.

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

Mentorship Program-Teacher Mentoring

Competencies

WHCS Executive Director and/or designee will engage first-year teachers in reflective conversations on an ongoing basis. Support aligned to the Educator Effectiveness system are outlined below.

Each first-year teacher is assigned a subject area mentor (Level 2 or 3 teacher) from their department who is able to help them with:

- Domain 1- best practices in planning and preparation for the subject area,
- Domain 2- best practices in managing the classroom for their specific subject area,
- Domain 3- best practices in teaching and learning for the subject area, and
- Domain 4- best practices in professionalism, specifically professional development, in the subject area.

Each first-year (as well as all Level 1 teachers) works with the school their mentor and the Mentoring Coordinator, a Level 3a and 3b teacher and administrator to help them with:

- Domain 1- the creation of comprehensive lesson plans with WHCS artifacts to enhance lessons. The Mentoring Coordinator and their mentor reviews lesson plans and offers suggestions for improvement before the plans are submitted for formal evaluation,

- Domain 2- classroom management and classroom procedures. The WHCS Executive Director and/or designee completes several walkthroughs, offers feedback, and looks for improvement in subsequent walkthroughs,
- Domain 3- best practices in teaching and learning. The WHCS Executive Director and/or designee completes several walkthroughs, offers feedback, and looks for improvement in subsequent walkthroughs,
- Domain 4- what defines professionalism for teachers at Walatowa High Charter School. The WHCS Executive Director and/or designee trains first-year teachers in documenting professionalism with lists of duties and professional actions aligned to the Domain 4 rubric.

Training for Mentors

At Walatowa High Charter School, designated mentors engage in the following evidence-based training:\

Giving descriptive and timely feedback,

- Use of the Educator Effectiveness System (Danielson rubric) to understand how to coach a teacher in advancing levels (for example, from applying to innovating), and
- Train mentors to offer choice in growth goals so first-year teachers can self-audit using data, feedback, and their burgeoning professional judgment,
- Staff is trained in International Baccalaureate “Approaches to Teaching and Learning” and mentors help new teachers to implement these metacognitive processes in the classroom,
- Staff is trained and mentors guide new teachers in implementing Dr. Sharoky Hollie’s “Culturally and Linguistically Responsive Teaching and Learning” in order to use research-based strategies for improved instruction and relationship-building,
- Staff received advanced training from the National Paideia Center for classroom seminar strategies and practices with students. Mentors have extensive experience running classroom seminars and provide modeling and guidance for new teachers in this practice.

Requirements for Mentors

Walatowa High Charter School designated mentors are selected based on the following:

- Teachers are licensed in the state of New Mexico (Level 2 or 3) in the subject area and grade level they teach,
- Teachers have overall met or exceeded standards on their previous Educator Effectiveness System evaluations,
- Teachers have been at the school for at least two years to provide induction for first-year teachers,
- Teachers have demonstrated leadership (Domain 4 indicators) in their professional behavior.

Compensation

At Walatowa High Charter School, designated mentors will be paid a yearly stipend of \$500 per school year. Mentors are paid through the Operational Fund. Mentors are encouraged to continue to assist the same Level 1 teacher until the mentee moves to the Level 2 license. Mentor teachers attend regularly scheduled meetings with Level 1 teachers, including monthly department meetings, professional development training (both all staff and those specific to Level 1 teachers), and professional learning community meetings. Mentor teacher attendance is checked as well as feedback collected from the mentor teacher regularly regarding the progress of their Level 1 mentee teacher.

Requirements for Program Completion

At Walatowa High Charter School, Level 1 teachers will complete the mentorship program when they have:

- shown growth in all four domains of the Elevate NM evaluation rubric by scoring at the “applying” level or higher,
- consistently demonstrated the ability to contribute professionally to the school community (Domain 4), and
- been granted the Level 2 license.

Duration of Program

At WHCS , Level 1 teachers exit the mentoring program when they are granted the Level 2 license.

Employee Complaint Procedure, Investigation and Response

A. Complaints should be submitted in writing to both the Executive Director and the Governance Board President, and the complaint should contain the necessary information as indicated in 6.10.3 NMAC. Appropriate and timely action will be taken to resolve the complaint.

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

C. WHCS will investigate every report of harassment or discrimination. In conducting an investigation, WHCS will

respect the privacy of all concerned; however, complete confidentiality may not always be possible because of the need to conduct a complete and thorough investigation.

D. When the investigation is finished, the investigator will inform the parties of the results of the investigation. If the investigation results in a finding of discrimination and/or harassment, then the WHCS Executive Director or designee will determine the appropriate disciplinary action up to and including termination or discharge of the employee. The WHCS Executive Director or designee will inform the complainant and the alleged offender of the outcome of the investigation and his/her proposed disciplinary action.

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

F. Final Decision. The Governing Board or neutral third-party will inform the complainant/respondent of the appeal decision in writing within ten (10) working days from the date the appeal was submitted. This is the final level of review in the internal complaint process. The timelines set forth in this policy may be waived or extended by the Governing Board.

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

Personnel Records-The responsibility of handling personnel records and related personnel administration functions at WHCS has been assigned to the WHCS HR Coordinator. Questions regarding insurance, wages, and interpretation of personnel policies may be directed to him or her. The Executive Director (or designee) - WHCS HR Coordinator is responsible for overseeing the record keeping for all personnel information. Employees have a responsibility to ensure their personnel records are up to date and should notify the WHCS HR Coordinator in writing of any changes in name; address; contact phone numbers; marital status (for benefits and tax withholding purposes only); number of dependents (for benefits and tax withholding purposes only); addresses and telephone numbers of dependents and spouse or former spouse (for insurance purposes only); beneficiary designations if applicable; and emergency contact information. If you have a change in any of these items, please contact your WHCS HR Coordinator as soon as possible and he or she will provide you with the necessary forms.

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

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

b. Professional license;

c. Official transcript;

d. Employee's contract;

e. Signed Job description;

f. Pre-employment references;

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

h. Performance appraisals;

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

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

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

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

a. Employment medical records;

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

c. Workers' compensation records;

- d. Health records;
 - e. Drug testing records.
 - f. fingerprint results/background check results
3. Inspection of Personnel File. Employees may inspect their own personnel records in the presence of the Executive Director (or designee). Such inspection will be scheduled at a mutually convenient time. Employees who feel that any file material is incomplete, inaccurate, or irrelevant may submit a written request to the Executive Director (or designee) that documentation to correct such materials be added to personnel files.

Business Hours/Work Schedule-WHCS generally operates from 7:45 am until 3:30 pm. Work schedules are determined by the Executive Director. Please consult with the Executive Director if you have any questions concerning your work schedule.

Employment Assignment

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

Remote Work/Telecommuting Policy/Telework-The Walatowa High Charter School (WHCS) Governing Board recognizes that providing staff members the flexibility of working remotely may be necessary at times when widespread illness, a declared pandemic health emergency, natural disasters, employee shortage or other roadblocks interrupt the WHCS ability to conduct school and/or business on a regular basis. An authority outside the WHCS may, in addition to the WHCS Governing Board and/or the WHCS Executive Director, direct school closures. In addition, the WHCS Governing Board understands and supports the belief that during normal times of operation, it may be beneficial to have some staff members, with appropriate approval, fulfill their professional responsibilities by working remotely.

Telecommuting is not considered an entitlement, or a benefit. Telecommuting/Telework, for purposes of this policy, is defined as the performance of the essential functions of one's job description in a work location other than their assigned school or office. In addition, working remotely/telecommuting does not change in any manner the terms and conditions of employment with the WHCS. Any change in the terms and conditions of employment shall be made by the WHCS Executive Director. This policy is necessary in order to address any immediate concern related to quarantine, natural disaster or other event that interrupts normal operations. To provide clarity, this policy outlines expectations and provides guidance should the need arise for staff to work from home.

Eligibility-WHCS Instructors instructing through teleteaching/ELearning (the delivery of online instruction from a location other than a classroom by means of video, audio, or other electronic transmission) will be provided approval to work remotely off site for the duration of the identified teleteaching/ELearning days. Administrative staff will also be permitted to work remotely, when deemed appropriate and necessary at those times identified by the WHCS Executive Director. Circumstances warranting such off-site work shall include situations of widespread illness, declared pandemic, lengthy school closures, natural disaster or other identification as made by the WHCS Executive Director. In addition, Business Manager/H.R, Accounts Payable, Instructional Assistants, and Executive Administrative may be eligible for remote work pending approval by the WHCS Executive Director.

School bus drivers, cafeteria staff normally will not be eligible for remote work. Maintenance staff may not be eligible for remote work.

Those individuals approved for remote work will do so within the following time frame: 8:00am to 4:00 pm unless otherwise approved ahead of time by the WHCS Executive Director. Employees working from a remote location shall be available to fulfill their professional responsibilities for a period of time not to exceed the length of the regular school day.

WHCS Faculty and Staff working from a remote location will check their school email and voicemail and shall be available to students and families, or as otherwise directed by the WHCS administration during the timeframe listed above or for shorter intervals through various methods, including but not limited to email, voice mail, Google Classroom, or telephone.

School Volunteers- Walatowa High Charter School recognizes the value and benefit of volunteers in the educational program and the operations of the school. Because the success of WHCS depends upon active participation of its families, every WHCS family is expected to volunteer time or resources to the school. The Executive Director or designee establishes the expectations and procedures for family volunteer commitment.

Any volunteer with unsupervised access to students is subject to reference check and criminal background investigation. Any findings in the reference check or criminal background investigation will be reviewed by the Executive Director who shall make a determination regarding unsupervised access to students.

Absence or Lateness-If you are unable to report to work, or if you arrive late, you are required to contact the following before 7:00 am.

- WHCS Executive Assistant: 505-527-3392
- WHCS Business Manager: 505-527-3393
- WHCS Executive Office: 505-527-3391

*In addition, email notification to supervisors by 7:00 a.m..

If you know in advance that you will need to be absent, you must request this time off directly from the Executive Director. Leave Requests must be entered into AptaFund by the end of the business day or before the day of absence. If you are absent because of an illness, the Executive Director may require that you submit a written statement from your healthcare provider stating that you are able to resume your employment responsibilities. Unauthorized absences, lateness, or leaving campus may lead to disciplinary action, including possible termination or discharge.

Weather and Emergency Conditions-Please check local TV station KOB-Channel 4 for announcements regarding school delays and cancellations. School staff should report to school no later than 9:45am in the event of a two hour delay (10:00am student start time). Cancellation of school may result in “make-up” days being added to the calendar. Virtual instruction may occur during this time

Wage and Salary

Pay Periods-All employees are paid twice a month by direct deposit and payments are prorated according to the services rendered and to insure 24 checks throughout the calendar years. See the approved Budget Calendar for the current pay dates. Your check will reflect your compensation for that pay period, less required payroll deductions. If you were hired after a payroll deadline (check with your WHCS Executive Director or designee), your first paycheck will be delayed until the second payday after you started work. You will be issued paychecks every two weeks or 24 times per year. Your deductions will be itemized on your payroll stub. You should review your paycheck stub carefully each payday. If, at any time, you have any questions about the amounts shown on your paycheck or how they are calculated, you should contact the Business Manager. If you have been overpaid, and it is later discovered, you will be required to return the overpayment in full to WHCS

Basis for Determining Pay-The WHCS Governing Board adopts a salary schedule each year based upon license level, education, experience, and legislative mandates.

Salary Increase-WHCS Governing Board shall set the salary schedule based on the WHCS’s annual budget. A licensed employee’s salary will conform to or exceed the New Mexico Public Education Department’s (NMPED) mandated three-tier license salary schedule. Any salary increase may be based on the salary schedule, individual qualifications, and/or legal mandates. The Declaration of Advancement form must be completed by January 31st to inform WHCS of advancement for the subsequent fiscal year. All supporting documentation required for licensure advancement must be provided to WHCS no later than June 30th in order to be used for the employee’s contract in the subsequent fiscal year. No contract adjustments for licensure level or hours can be made after the start date of an employee’s contract.

Direct Payroll Deposit-Direct payroll deposit is the automatic deposit of your pay directly into a financial institution account. Contact the WHCS HR Coordinator for details and the necessary authorization forms. This is a benefit we provide for your convenience.

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

Reimbursement for Travel and Expenses-WHCS Employees will be reimbursed for authorized travel and per diem expenses pursuant to the New Mexico Per Diem and Mileage Act and accompanying regulations. You must obtain prior written authorization for expenditures for which you expect to be reimbursed for by WHCS. Failure to follow the appropriate procedures prior to incurring an expense, for which you want to be reimbursed, may result in a denial of your request for reimbursement. If you expect to travel, please make arrangements for reimbursement with the Executive Director before incurring costs to be sure your travel is covered by the Per Diem and Mileage Act.

Employment Classifications- Your position at Walatowa High Charter School is classified as either regular full-time, part-time or short-term. In addition, you are classified as either non-exempt or exempt. Certain policies and procedures outlined in the Employee Handbook may apply differently to you depending on how your job position is classified. If you have a question concerning applicability of any particular provision, contact the Executive Director and/or Designee or the Business Manager prior to signing the receipt for this Handbook. Exempt employees are Executive Director and/or Designee, business managers, teachers, counselors, social workers, and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws.

Non-Exempt and Exempt Employees

a. At the time you are hired or you transfer to a new position, you will be classified as either "exempt" or "nonexempt." This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty (40) hours per workweek.

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

- Full-Time Employees. An employee, who works 40 hours per week, is considered a full-time employee.
- Part-Time Employees. An employee who is regularly scheduled to work less than 40 hours per week is considered a part-time employee. If you are a part-time employee working less than 25 hours per week, you are not eligible for the employee benefits described in this Employee Handbook. Benefits will be prorated for employees working between 25 and 39 hours per week. Mexico Public School Insurance Authority sets the benefits rates and percentages paid by the employee and employer based on salary.

Additional Compensation: WHCS employees may occasionally receive extra compensation from the WHCS for additional work done in connection with WHCS-related activities provided that: Advance approval in writing is given by the WHCS Executive Director; Available funding.

Overtime Pay. No overtime paid.

Compensatory Time. Compensatory time, or comp time, is paid time off given to an employee instead of overtime pay. For example, you have an employee who works 45 hours in one week. Instead of paying that employee five hours at time-and-a-half, you offer five hours of leave instead, in exchange for those extra hours worked Prior approval must be granted by the Executive Director and/or designee.

Records of Time Worked.

If your position requires that you keep time records, you are responsible for accurately recording your time. No one may record hours worked on another's timecard or timesheet. Tampering with another's time record is cause for disciplinary action, up to and including discharge, of both employees. In the event of an error in recording your time, please report the matter to your supervisor immediately.

Performance

Performance Reviews: The Executive Director and/or Designee will follow Governing Board policies and New Mexico Public Education Department requirements when conducting performance reviews for all licensed and certified personnel. The performance reviews will be conducted collaboratively between the Executive Director and/or Designee and Walatowa High Charter School employees. Nonexempt employees will be evaluated annually; licensed personnel will be evaluated in a manner consistent with PED regulations and the Walatowa High Charter School's charter, if applicable. The Walatowa High Charter School's Executive Director and/or Designee will be evaluated no less frequently than once per year by Walatowa High Charter School Governing Council.

During a formal performance review the Executive Director and/or Designee may cover the following areas:

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

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

Your review provides an opportunity for collaborative, two-way communication between you and the Executive Director and/or Designee. This is a good time to discuss your interests and future goals. The Executive Director and/or Designee is interested in helping you to progress and grow in order to achieve personal as well as work-related goals. The Executive Director and/or Designee can answer any questions you may have about the performance review process. The Executive Director and/or Designee use your annual performance evaluation as a factor in recommending your rate/salary increase, promotions, or award of subsequent contracts, if any. Your performance evaluation may also be impacted by your willingness to follow and cooperate with Walatowa High Charter School employee conduct policies as described in this Handbook or other directives or instructions given to you by the Executive Director and/or Designee.

Annual Staff Training: WHCS will collaborate with POMs and Associates to provide the necessary training for school risk management, including CPR/AED training, child abuse, neglect and reporting, harassment, and/or any other state required trainings. The training will initially occur during the teacher orientation days prior to the start of the school year. Subsequent training will be provided during weekly professional development time.

Child Abuse or Neglect Policy: Walatowa High Charter School ensures that all licensed school employees shall be required to complete training in the detection and reporting of child abuse, neglect, and substance abuse as required by law. See 22-10A-32 NMSA (2008). Further, all employees who know or have a reasonable suspicion that a child is an abused or a neglected child shall report the matter as required by law. See 32A-4-5B NMSA (2008).

Employee Standards of Conduct Policy

Employees of the Walatowa High Charter School shall maintain the highest standards of conduct and act in a mature and responsible manner at all times. Employees must not engage in a) verbal, written or physical conduct which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment or b) activities which violate federal, state or local laws or which, in any way, reflect adversely on Walatowa High Charter School. Employees of Walatowa High Charter School shall serve as positive role models for students and set good examples in conduct, manners, dress and grooming. All employees of Walatowa High Charter School shall demonstrate and be held accountable for the standards of ethical behavior and professional conduct set forth in New Mexico Public Education Department regulation 6.60.9 NMAC – Code of Ethical Responsibility. Violation of this code may result in disciplinary action by the school or the Public Education Department. Educational professionals are required to comply with the New Mexico Code of Ethical Responsibility of the Education Profession. 6.30.9 NMAC. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed below, please see the Executive Director for an explanation.

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

Dress Code and Personal Appearance

Employees shall be suitably attired and groomed during working hours, when attending district-sponsored activities and when representing the Walatowa High Charter School. To maintain a professional appearance, facial piercings, ear gauges, tongue piercings and visible tattoos may be subject to covering. Dress shall be professional and modest so that cleavage, midriffs and buttocks are covered. Employees are prohibited from displaying gang-related attire and/or tattoos. Employees shall be required to cover gang-related tattoos while on district property and at district-sponsored activities.

If a WHCS Executive Director and/or designee determines that an employee's attire and/or grooming is out of place, the employee may be asked to leave the workplace until he/she is properly attired and/or groomed. In no case shall the standards for employees be lower than those prescribed for students in the Student Behavior Handbook. WHCS Executive Director and/or designee shall counsel staff assigned to their location on appearance and conduct. Employees who violate dress code standards may be subject to disciplinary action, up to and including termination.

No Tolerance Harassment/Discrimination Policy: Walatowa High Charter School employees will adhere and implement the policy.

Employee Technology Acceptable Use Policy: Walatowa High Charter School employees will adhere and implement the policy.

WHCS Tobacco and Drug Free School Policy: Walatowa High Charter School employees will adhere and implement the policy.

Prohibitions and Standards

1. General Prohibition. No WHCS Employee or student will unlawfully possess, use, distribute, dispense, manufacture or be under the influence of alcohol or drugs while on WHCS grounds; at WHCS sponsored or supervised activities (e.g., field trips); in any WHCS owned, leased or used vehicle; while engaged in or going to or from WHCS activities; or, while attending a WHCS related activity (e.g., workshop).
2. Definition of Drug. For purposes of this policy, the term "drug" will include any "illicit drug," "controlled substance," "intoxicating substance," "inhalant," "counterfeit substance," "look-alike substance," "marihuana," "cannabis," "opiate," "hallucinogen," "narcotic," or other unlawful drug for purposes of federal or state law including, but not necessarily limited to the Drug-Free Workplace Act, the Drug-Free Schools and Communities Act Amendments, the U.S. Controlled Substances Act and the New Mexico Controlled Substances Act. NMSA 1978 §§30-31-1 et seq.
3. Exceptions. This policy is not intended to prevent possession of a controlled substance if it was obtained directly pursuant to a valid prescription or order including medical cannabis, 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 a WHCS Employee is taking prescribed or over-the-counter medication that may affect work performance, this information should be immediately reported to the Executive Director or her designee.
4. Conditions of employment. As a condition of employment, each WHCS Employee will abide by the terms of this drug-free workplace policy. Every WHCS Employee is required to notify the Executive Director of any criminal drug conviction or plea of no contest for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Where a WHCS Employee violates the terms of this policy or is convicted of violating a criminal drug statute for an offense occurring in the workplace, the WHCS Employee will be subject to sanctions, consistent with law and policy, which may include either appropriate personnel action against the WHCS Employee, up to and including termination; or, a requirement that such WHCS Employee satisfactorily participate in a drug-abuse assistance or rehabilitation program approved for such purpose by a federal, state or local health agency, law enforcement or another appropriate agency. The WHCS Employee will be responsible for all uninsured costs associated with any such program.

Acceptance of Gifts-Advance approval from the Executive Director is required before a WHCS Employee may solicit a gift on behalf of WHCS.

Employee Conflict of Interest Policy: Walatowa High Charter School employees will adhere and implement the policy.

Tutoring or Advising for Pay Policy: Walatowa High Charter School employees will adhere and implement the policy.

Gun Free Schools Policy: Walatowa High Charter School employees will adhere and implement the policy.

Confidentiality

As a WHCS Employee of WHCS, you may learn confidential information about students, other WHCS employees or WHCS business (together referred to as “confidential WHCS information”). During and after employment with WHCS, confidential WHCS information may not be shared with non-WHCS employees of WHCS. Violation of this Policy may result in disciplinary action up to and including termination or discharge.

Only the Executive Director or his/her designee can make decisions about releasing confidential personnel information. Most banks, credit agencies, or other parties requiring employment information will provide you with an appropriate form. You must provide a written and signed authorization form to the school, before WHCS will release your personal information.

WHCS protects WHCS Employee s' confidentiality and expects the WHCS Employee s to protect confidential WHCS information as well. No one should provide any information about a WHCS Employee and must refer any phone calls seeking such information to the Executive Director or WHCS HR Coordinator.

Intellectual property policy: To the full extent permitted by law, you assign to WHCS all present and future intellectual property rights in any curricula, works of authorship, inventions, models, designs, drawings, plans, software, reports, proposals and any other materials prepared by you or arising indirectly in the course of your employment and whether made or conceived in whole or in part by you and whether or not made in pursuance of specific instructions (“Works”). You acknowledge that, by virtue of this paragraph, all such rights are vested (or will vest) in WHCS and thereafter remain the property of WHCS. Indeed, you agree that WHCS shall be the sole owner of all patents, patent rights, copyrights, trade secret rights, trademark rights and all other intellectual property or other rights in connection with Works. You further acknowledge and agree that such Works are “works made for hire” for purposes of WHCS rights under copyright laws, and you hereby assign to WHCS any and all rights, title and interest you may have or acquire in such Works.

Basis for Conduct-Related Discipline

The following is a list of unacceptable activities that can result in disciplinary action, up to and including discharge or termination. This list should not be considered exhaustive.

1. Violation of any WHCS policy. Violation of the Pueblo of Jemez rules and regulations.
2. Violation of security or safety rules or failure to observe safety rules or WHCS safety practices.
3. Negligence or any careless action which endangers the life or safety of another person.
4. Being intoxicated or under the influence of a controlled substance, including alcohol, while at work; use, possession or sale of a controlled substance in any quantity while on WHCS premises, except medications prescribed by a physician to the WHCS Employee in possession and which do not impair work performance.
5. Unauthorized possession of dangerous or illegal firearms, weapons or explosives on WHCS property or at any WHCS sponsored event.
6. Engaging in criminal conduct or acts of violence or making threats of violence toward anyone on WHCS premises or when representing WHCS; fighting, or provoking a fight on WHCS property.
7. Insubordination or refusing to obey reasonable instructions or directives issued by your WHCS Executive Director or designee while at work; unreasonably refusing to help out on a special assignment.
8. Threatening, intimidating or coercing fellow WHCS Employees on or off the premises at any time, for any purpose.
9. Intentional or negligent destruction of or damage to WHCS property, or the property of fellow WHCS Employees, customers, suppliers, or visitors in any manner.
10. Theft or unauthorized possession of WHCS property or the property of fellow staff members; unauthorized possession or removal of any WHCS property, including documents, from the premises without prior permission from administration; unauthorized use of WHCS equipment or property for personal reasons; using WHCS equipment for personal profit or business.
11. Dishonesty; falsification or misrepresentation on your application for employment or other work records; untruthfulness about sick or personal leave; falsifying reason for a leave of absence or other data requested by WHCS; unauthorized alteration of WHCS or student records or other documents.
12. Engaging in behavior which creates discord and lack of harmony; interfering with another WHCS Employee’s ability to perform his/her job; restricting work output or encouraging others to do the same.
13. Immoral conduct or indecency on WHCS property.
14. Conducting a lottery or gambling on WHCS premises or when using WHCS property and/or equipment.
15. Unsatisfactory or careless work, failure to meet work productivity or work quality standards.
16. Any act of harassment as described above.
17. Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your WHCS Executive Director or designee; stopping work before time specified for such purposes.
18. Sleeping during working hours.
19. Excessive use of WHCS telephones for personal calls.

20. Smoking on WHCS property, at WHCS events, or in WHCS vehicles.
21. Creating or contributing to unsanitary conditions.
22. Failure to report an absence or late arrival; excessive absence or lateness.
23. Obscene or abusive language toward any WHCS Executive Director or designee, WHCS Employee, parent, or student; indifference or rudeness; any disorderly/antagonistic conduct on WHCS premises.
24. Speeding or careless driving of vehicles where WHCS students or staff are present.
25. Failure to immediately report damage to, or an accident involving, WHCS equipment or property.
26. Unauthorized soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another staff member on WHCS premises.
27. Failure to use required timesheets, alteration of your own timesheet or records or attendance documents, punching or altering another WHCS Employee's timesheet or records, or causing someone to alter your timesheet or records.
28. Any other act or omission which impairs or restricts the ability of WHCS to provide a safe and healthy environment for WHCS Employees and students.

Discipline Process

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

A number of tools are utilized to motivate, correct, and/or discipline WHCS Employees, including, but not limited to verbal and written warnings, suspensions, and discharge or termination as determined to be appropriate in each individual circumstance. If your work performance is unsatisfactory or if your conduct on the job becomes a problem, your WHCS Executive Director or designee may counsel you and work with you to help resolve the issues. You may initiate this counseling as well.

In some cases, it may be necessary to protect the safety and security of the workplace by suspending or placing the involved WHCS Employees on administrative leave in order to remove them from the workplace pending investigation into the conduct or incident.

Grievance Procedures

The purpose of this Policy and these Procedures is to provide for the reporting and resolution of employment-related concerns of the WHCS Employees of WHCS.

1. DEFINITIONS

- (a) "Grievant" means a WHCS Employee who is personally and directly affected by a condition for which he or she seeks a resolution.
- (b) "Grievance" means an allegation by a WHCS Employee that the treatment he or she has received is unfair or improper, or that there has been a violation of WHCS policy, applicable laws, or procedures that directly and adversely affect the grievance. A single grievance may be submitted jointly by more than one grievant.
- (c) "Resolution(s)" means the proposed written decision by the appropriate administrator(s), grievance review committee, or Governing Board, in response to the grievance.
- (d) "Parties in interest" means the grievant and the person being complained about whose conduct or actions are the subject of the grievance.

General Procedural Requirement

- (a) A grievance must be initiated at Level 1 within ten (10) working days of the date upon which the grievance became aware of the circumstances which gave rise to the grievance. Awareness of the circumstances is necessary to trigger the start of the 10-working day deadline.
- (b) Whenever possible, any grievance conference or hearing at any level will be scheduled during a mutually convenient time that does not conflict with the regularly scheduled WHCS program.
- (c) A grievant requiring the attendance and testimony of others will have the right to bring such witness as are willing to testify in his or her behalf, and any necessary substitutes or release time will be provided and the expense borne by WHCS when hearings must be scheduled during the WHCS day.
- (d) A separate file will be maintained by the Executive Director for grievances. All documents produced during the

processing of a grievance will be kept in the separate file.

(e) All parties shall maintain confidentiality with regard to proceedings, and the resolution of the grievance, to the extent possible.

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

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

Procedural Steps

(a) Level 1 (Informal Conference). Prior to the filing of a formal written grievance, the grievance will first discuss the grievance with the Executive Director in a good faith attempt to resolve the grievance prior to the filing of a formal grievance. If the Executive Director is the person being complained about the grievance may initiate his or her grievance by contacting the President of the Governing Board, Governing Board designated member and WHCS HR. Coordinator directly in writing.

(b) Level 2 (Executive Director). If the grievant is not satisfied with the discussion and disposition of the grievance at Level 1, he or she or they may file a written grievance with the Executive Director within ten (10) days of the disposition. The Executive Director will communicate his or her proposed resolution in writing to the parties within five (5) work days from the filing of the written grievance. If any party is not satisfied with the proposed resolution that party may request a hearing. This request must be made within five (5) working days from the proposed resolution. The hearing or conference will occur within ten (10) working days of the party's objection to the proposed resolution. The hearing should be as informal as possible and will be conducted in consultation with the WHCS's legal counsel. The Executive Director will have the right to ask any question of the parties as he or she deems necessary. Within ten (10) working days following the hearing, the Executive Director will render his or her written decision to the parties.

(c) Level 3 (WHCS Governing Board) If the grievant is not satisfied with the resolution of the grievance at Level 2, or if the Executive Director is the person being complained about, the grievant may make a written request to the Governing Board for a hearing with the Governing Board within ten (10) work days after the Executive Director's resolution was rendered or after the date of the occurrence if the Executive Director is the person being complained about. At its sole option, the Governing Board may hear the grievance itself or may appoint a Grievance Review Committee to hear the grievance.

Procedure for Hearing Before Governing Board or its Committee

The following procedure will be used at hearings before the Governing Board or its Committee.

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

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

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

(d) The Committee members may ask any questions they deem necessary.

(e) Arrangements to make a taped recording or to transcription of the proceeding will be made by the Committee.

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

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

Hearing before the full Governing Board. If the Governing Board decides to undertake a new hearing the following procedures will be followed.

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

(b) Evidence may not be cross-examined by the other party in interest; however, the Governing Board may ask

questions of any party as it deems necessary or appropriate.

(c) Hearings will be conducted in a private setting, except for those portions required to be public under the New Mexico Open Meetings Act.

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

Termination and Discharge

A. Definition

- Termination: Termination means non-renewal of a contract at the end of its term.
- Discharge: Discharge means to sever the employment relationship of licensed personnel or employees under contract before the end of the existing contract.
- Just Cause: Just cause refers to a reason for termination or discharge allowed under law and that is not in violation of the employee's civil or constitutional rights.
- At Will Employment: Unless otherwise approved by the Governance Board, all employees of the Walatowa High Charter School shall be hired on an 'at will' basis, and can be dismissed at any time with or without cause, pursuant to NMSA 1978, as indicated in the employment contract. Any employee who has been employed by the Walatowa High Charter School at the end of three consecutive years may not be terminated without just cause.

Termination

1. The Executive Director may terminate a licensed school employee, excluding licensed educational assistants who have not been offered and accepted the third consecutive contract, for any reason it deems sufficient. A School may terminate a non-licensed school employee or a licensed educational assistant with less than one year of employment for any reason it deems sufficient. Upon request of the employee, the local Executive Director or state agency administrator shall provide written reasons for the decision to terminate. The reasons shall be provided within ten working days of the request. The reasons shall not be publicly disclosed by the local Executive Director, state agency administrator, local school board or governing authority. The reasons shall not provide a basis for contesting the decision under the School Personnel Act.
2. Before terminating a non-licensed school employee or a licensed educational assistant, the Executive Director shall serve the employee or assistant with a written notice of termination.
3. A licensed school employee who has been employed for more than two consecutive years or a non licensed school employee or licensed educational assistant who has been employed for more than one year and who receives a notice of termination may request an opportunity to make a statement to the governing board on the decision to terminate the employee or assistant by submitting a written request to the Executive Director within five working days from the date written notice of termination is served upon the employee or assistant. The employee or assistant may also request in writing the reasons for the termination action. The Executive Director shall provide written reasons for the notice of termination to the employee or assistant within five working days from the date the written request for a meeting and the written request for the reasons were received by the Executive Director. Neither the Executive Director nor the Governing Board shall publicly disclose its reasons for termination.
4. A licensed school employee who has been offered and accepted a third-year contract or a non-licensed school employee or licensed educational assistant who has been employed for more than one year may not be terminated without just cause.
5. The employee's request pursuant this section shall be granted if the employee responds to the written reasons as provided by this section by submitting in writing to Chair of the Governing Board a contention that the decision to terminate was made without just cause. The written contention shall specify the grounds on which it is contended that the decision was without just cause and shall include a statement of the facts that the employee believes support the employee's contention. This written statement shall be submitted within ten working days from the date the employee receives the written reasons from the Executive Director. The submission of this statement constitutes a representation on the part of the employee that the employee can support the employee's contentions and an acknowledgment that the School may offer the causes for its decision and any relevant data in its possession in rebuttal of the employee's contentions.
6. The Governing Board shall meet to hear the employee's statement in no less than five or more than fifteen working days after it receives the statement. The hearing shall be conducted informally in accordance with the provisions of the Open Meetings Act. The employee and the Executive Director may each be accompanied by a person of their choice. First, the Executive Director shall present the factual basis for the determination that just cause exists for the

termination of the employee, limited to those reasons provided to the employee pursuant to subsection 3 of this section. Then, the employee shall present the employee's contentions, limited to those grounds specified in subsection 5 of this section. The School may offer such rebuttal testimony as it deems relevant. All witnesses may be questioned by the Governing Board, the employee or the employee's representative and the local Executive Director or state agency administrator or the local Executive Director's or state agency administrator's representative. The Governing Board may consider only such evidence as is presented at the hearing and need consider only such evidence as it considers reliable. No record shall be made of the proceeding. The Governing Board shall notify the employee and the local Executive Director or state agency administrator of its decision in writing within five working days from the conclusion of the meeting.

7. An employee who is still aggrieved by a decision of the Governing Board may appeal the decision to an arbitrator. A written appeal shall be submitted to the Chair of the Governing Board within five working days from the receipt of the written decision by the employee. The appeal shall be accompanied by a statement of particulars specifying the grounds on which it is contended that the decision was impermissible under the law and including a statement of facts supporting the contentions. Failure of the employee to submit a timely appeal or a statement of particulars with the appeal shall disqualify him for any appeal and render the Governing Board's decision final.

8. The School and the employee shall meet within ten working days from the receipt of the request for an appeal and select an independent arbitrator to conduct the appeal. If the parties fail to agree on an independent arbitrator, they shall request the presiding judge in the judicial district in which the employee's public school is located to select one. The presiding judge shall select the independent arbitrator within five working days from the date of the parties' request.

9. A qualified independent arbitrator shall be appointed who is versed in employment practices and school procedures and who preferably has experience in the practice of law. No person shall be appointed to serve as the independent arbitrator who has any direct or indirect financial interest in the outcome of the proceeding, has any relationship to any party in the proceeding, is employed by the School or is a member of or employed by any professional or labor organization of which the employee is a member.

10. Appeals from the decision of the School shall be decided after a de novo hearing before the independent arbitrator. The issue to be decided by the independent arbitrator is whether there was just cause for the decision of the School to terminate the employee.

11. The de novo hearing shall be held within thirty working days from the selection of the independent arbitrator. The arbitrator shall give written notice of the date, time and place of the hearing, and such notice shall be sent to the employee and the School.

12. Each party has the right to be represented by counsel at the hearing before the independent arbitrator.

13. Discovery shall be limited to depositions and requests for production of documents on a time schedule to be established by the independent arbitrator.

14. The independent arbitrator may issue subpoenas for the attendance of witnesses and for the production of books, records, documents and other evidence and shall have the power to administer oaths. Subpoenas so issued shall be served and enforced in the manner provided by law for the service and enforcement of subpoenas in a civil action.

15. The rules of civil procedure shall not apply to the de novo hearing, but it shall be conducted so that both contentions and responses are amply and fairly presented. To this end, the independent arbitrator shall permit either party to call and examine witnesses, cross-examine witnesses and introduce exhibits. The technical rules of evidence shall not apply, but, in ruling on the admissibility of evidence, the independent arbitrator shall require reasonable substantiation of statements or records tendered, the accuracy or truth of which is in reasonable doubt.

16. The School has the burden of proof and shall prove by a preponderance of the evidence that, at the time the notice of termination was served on the employee, the School had just cause to terminate the employee. If the School proves by a preponderance of the evidence that there was just cause for its action, then the burden shifts to the employee to rebut the evidence presented by the School.

17. The independent arbitrator shall uphold School's decision only if it proves by a preponderance of the evidence that, at the time the notice of termination was served on the employee, the School had just cause to terminate the employee. If the School fails to meet its burden of proof or if the employee rebuts the proof offered by the School, the arbitrator shall reverse the decision of the School.

18. No official record shall be made of the hearing. Either party desiring a record of the arbitration proceedings may, at his own expense, record or otherwise provide for a transcript of the proceedings; provided, however, that the record so provided shall not be deemed an official transcript of the proceedings nor shall it imply any right of automatic appeal or review.

19. The independent arbitrator shall render a written decision affirming or reversing the action of the School. The decision shall contain findings of fact and conclusions of law. The parties shall receive actual written notice of the

decision of the independent arbitrator within ten working days from the conclusion of the de novo hearing.

20. The sole remedies available under this section shall be reinstatement or payment of compensation reinstated in full but subject to any additional compensation allowed other employees of like qualifications and experience employed by the School and including reimbursement for compensation during the entire period for which compensation was terminated, or both, less an offset for any compensation received by the employee during the period the compensation was terminated.

21. Unless a party can demonstrate prejudice arising from a departure from the procedures established in this section such departure shall be presumed to be harmless error.

22. The decision of the independent arbitrator shall be binding on both parties and shall be final and non appealable except where the decision was procured by corruption, fraud, deception or collusion, in which case it shall be appealed to the district court in the judicial district in which the public school or state agency is located.

23. Each party shall bear its own costs and expenses. The independent arbitrator's fees and other expenses incurred in the conduct of the arbitration shall be assigned at the discretion of the independent arbitrator.

24. The School shall file a record with the public education department of all terminations and all actions arising from terminations annually.

Discharge

The Executive Director may discharge a licensed school employee during the term of a contract authorized pursuant to Section 22-10A-21 NMSA 1978 only for just cause according to the following procedure:

1. Executive Director shall serve a written notice of intent to recommend discharge on the licensed school employee in accordance with the law for service of process in civil actions; and

2. The Executive Director shall state in the notice of intent to recommend discharge the cause for the recommendation and shall advise the licensed school employee of the licensed school employee's right to a discharge hearing before the governing authority as provided in this section. If the licensed school employee does not exercise that right to hearing, the Executive Director shall discharge the licensed school employee.

2. A licensed school employee who receives a notice of intent to recommend discharge pursuant to this section may exercise the licensed school employee's right to a hearing before the governing authority by giving the Executive Director written notice of that election within ten working days of the licensed school employee's receipt of the notice of intent to recommend discharge.

3. The governing authority shall hold a discharge hearing no less than twenty and no more than forty working days after the Executive Director receives the written election from the licensed school employee and shall give the licensed school employee at least ten days' written notice of the date, time and place of the discharge hearing.

4. Each party, the Executive Director and the licensed school employee, may each be accompanied by a person of the party's choice.

5. The parties shall complete and respond to discovery by deposition and production of documents prior to the discharge hearing.

6. The governing authority shall have the authority to issue subpoenas for the attendance of witnesses and to produce books, records, documents and other evidence at the request of either party and shall have the power to administer oaths.

7. The Executive Director shall have the burden of proving by a preponderance of the evidence that, at the time of the notice of intent to recommend discharge, the Executive Director had just cause to recommend discharge of the licensed school employee.

8. The Executive Director shall present evidence first, with the licensed school employee presenting evidence thereafter. The governing authority shall permit either party to call, examine and cross-examine witnesses and to introduce documentary evidence.

9. An official record shall be made of the hearing. Either party may have one copy of the record at the expense of the governing authority.

10. The governing authority shall render its written decision within twenty days of the conclusion of the discharge hearing.

11. A licensed school employee aggrieved by a decision of the governing authority to discharge the licensed school employee after a discharge hearing held pursuant to Section 22-10A-27 NMSA 1978 may appeal the decision to an independent arbitrator. A written notice of appeal shall be submitted to the governing authority within ten working days from the receipt of the copy of the written decision of the governing authority.

12. The governing authority may delegate responsibility for the arbitration to the Executive Director. The Executive Director as delegate of the governing authority and the licensed school employee shall meet within ten calendar days from the receipt of the notice of appeal and select an independent arbitrator to conduct the appeal, or, in the event the

parties fail to agree on an independent arbitrator, they shall request the presiding judge in the judicial district in which the public school is located to select the independent arbitrator. The presiding judge shall select the independent arbitrator within five working days from the date of the parties' request.

13. A qualified independent arbitrator shall be appointed who is versed in employment practices and school procedures. No person shall be appointed to serve as the independent arbitrator who has any direct or indirect financial interest in the outcome of the proceeding, has any relationship to any party in the proceeding, is employed by the Executive Director or is a member of or employed by any professional organization of which the licensed school employee is a member.

14. Appeals from the decision of the governing authority shall be decided after a de novo hearing before the independent arbitrator. The Executive Director, as delegate of the governing authority, shall have the burden of proving by a preponderance of the evidence that, at the time of the notice of intent to recommend discharge, the Executive Director had just cause to discharge the licensed school employee. The Executive Director shall present evidence first, with the licensed school employee presenting evidence thereafter.

15. The hearing shall be held within thirty working days from the selection of the independent arbitrator. The independent arbitrator shall give written notice of the date, time and place of the hearing, and such notice shall be sent to the licensed school employee and the governing authority.

16. Each party has the right to be represented by counsel at the hearing before the independent arbitrator.

17. Discovery shall be limited to depositions and requests for production of documents on a time schedule to be established by the independent arbitrator.

18. The independent arbitrator may issue subpoenas for the attendance of witnesses and for the production of books, records, documents and other evidence and shall have the power to administer oaths. Subpoenas so issued shall be served and enforced in the manner provided by law for the service and enforcement of subpoenas in a civil action or in the manner provided by the American arbitration association's voluntary labor arbitration rules if that entity is used by the parties.

19. The rules of civil procedure shall not apply to the hearing, but it shall be conducted so that both contentions and responses are amply and fairly presented. To this end, the independent arbitrator shall permit either party to call and examine witnesses, cross-examine witnesses and introduce exhibits. The technical rules of evidence shall not apply, but, in ruling on the admissibility of evidence, the independent arbitrator may require reasonable substantiation of statements or records tendered, the accuracy or truth of which is in reasonable doubt.

20. An official record shall be made of the hearing. Either party may order a transcript of the record at the party's own expense.

21. The independent arbitrator shall render a written decision affirming or reversing the action of the governing authority. The decision shall contain findings of fact and conclusions of law. The parties shall receive the written decision of the independent arbitrator within thirty working days from the conclusion of the hearing.

22. Unless a party can demonstrate prejudice arising from a departure from the procedures established in this section and in Section 22-10A-27 NMSA 1978, such departure shall be presumed to be harmless error. 23. The decision of the independent arbitrator shall be final and binding on both parties and shall be non appealable except where the decision was procured by corruption, fraud, deception or collusion, in which case it may be appealed to the court of appeals by filing a notice of appeal as provided by the New Mexico rules of appellate procedure.

24. Each party shall bear its own costs and expenses. The independent arbitrator's fees and other expenses incurred in the conduct of the arbitration shall be assigned at the discretion of the independent arbitrator.

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

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

Administrative Leave Pending Possible Disciplinary Action- Administrative Leave Pending Possible Disciplinary Action: If you are suspected of violating Walatowa High Charter School's policies, procedures, or work rules, you may be placed on administrative leave with pay pending an investigation of the situation. Administrative leave is not intended as punishment, but

rather provided for the purpose of allowing a thorough and thoughtful investigation of a situation before a decision is rendered.

Resignation/Job Abandonment: All contract employees are required to provide written notice of their intent to terminate employment with WHCS to the Executive Director at least thirty (30) calendar days in advance. Failure to provide adequate notice may result in a complaint to the PED Licensing Bureau. WHCS will consider you to have voluntarily terminated your employment if you do any of the following:

1. Resign from WHCS;
2. Fail to return from an approved leave of absence on the date specified for your return; or
3. Fail to report to work or call in for two (2) or more consecutive work days without an allowable excuse.

Retirement: Eligible WHCS Employees who meet the criteria established by the New Mexico Educators Retirement Board (ERB) and wish to retire should contact the WHCS HR Coordinator and ERB in advance of the anticipated retirement date to initiate retirement proceedings.

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

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

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

Weapons-WHCS prohibits all persons who enter WHCS property from carrying a handgun, firearm, knives of any length, or other weapons regardless of whether the person is licensed to carry the weapon or not. The only exception to this policy will be police officers, security guards or other persons who have been given written consent by WHCS to carry a weapon on the property. Any WHCS Employee violating this policy will be subject to disciplinary action. * WHCS is located on the Pueblo of Jemez. All Pueblo of Jemez rules and regulations apply.

Violence in the Workplace-Acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect WHCS or which occur on WHCS property or at WHCS events will not be tolerated. Every WHCS Employee is required to report incidents of threats or acts of physical violence of which he/she is aware to the Executive Director. Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at WHCS, or to create a hostile, abusive, or intimidating work environment for one or several WHCS Employees. Examples of workplace violence include, but are not limited to, the following:

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

(*Employee(s) will be immediately removed from WHCS and Pueblo of Jemez. Placed on Administrative Leave until pending investigation is completed. Authorities may be contacted)

Security-Maintaining the security of WHCS buildings and vehicles is every WHCS Employee's responsibility. Develop habits that ensure security as a matter of course. For example: When you leave WHCS premises make sure that all entrances are properly locked and secured. All WHCS Employees are required to follow the security and premises use policies.

Safety Common Sense:

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

Materials Handling: Do not throw objects. Always carry or pass them. Use flammable items, such as cleaning fluids,

with caution. Also, stack materials only to safe heights.

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

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

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

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

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

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

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

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

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

Fire Prevention: Know the location of the fire extinguisher(s) in your area and make sure they are kept clear at all times. Notify your supervisor if an extinguisher is used or if the seal is broken. Make sure all flammable liquids, such as alcohol, are stored in approved and appropriately labeled safety cans and are not exposed to any ignition source.

Evacuation exits should be posted. Be familiar with fire drill procedures and plans for evacuating students.

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

Disclosure of Information-No person shall sell or use student, faculty or staff lists with personal identifying information obtained from WHCS for the purpose of marketing goods or services directly or indirectly to anyone.

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

Benefits: WHCS is committed to sponsoring a comprehensive benefits program for all eligible WHCS Employees. Literature is available from the New Mexico Public School Insurance Authority (NMPSIA) for details on your health/dental/vision/long term disability/additional life insurance coverage. Please see the WHCS HR Coordinator for information on your benefits and coverage.

If you are a full-time employee, or a part-time employee who works more than twenty-five (25) hours per week, you will be eligible to receive all of the benefits described in this Employee Handbook. NMPSIA sets the benefits rates and percentages paid by the employee and employer based on salary. Coverage is available to you and your dependents as defined in the benefit summary plan descriptions. Benefits are deducted from pay checks one month in advance, and if hired late then benefit deductions will be adjusted accordingly. Please see the WHCS HR Coordinator for details.

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

1. All employees who work a minimum of twenty-five (25) hours or more per week shall be entitled to participate in Medical, Dental, and Vision coverage.
2. WHCS shall enroll and pay premiums at the rate of 100% for Basic Life insurance coverage for any employee who works a minimum of twenty-five (25) hours per week, regardless if the employee participates or is eligible to participate in any other line of NMPSIA coverage.

3. Members of the Governing Board are not eligible to participate in medical, dental, vision, and life insurance coverage.
4. A newly eligible employee is required to enroll within thirty-one (31) calendar days of being hired or within thirty-one (31) calendar days of being upgraded to that of an eligible employee. Evidence of upgrade is required.*Coverage is effective on the first day of the month following the day the employee applies, provided the employee authorized in writing that the premium is to be withheld from his payroll check, subject to the actively-at-work provision, and for self-payers, the first day of the month following receipt of the premium by the authority.
5. An employee may enroll just himself only. However, if the employee chooses to enroll one eligible dependent, the employee shall enroll all eligible dependents unless one or more eligible dependents have other coverage. If the dependent of an eligible employee participant is enrolled in another medical plan, the eligible employee participant may enroll in the authority's medical plan as a single and in the two-party or family coverage for other lines. Evidence of the other coverage is required.
6. Eligible employees or dependents who involuntarily lose benefits coverage have a 31-day window to enroll in the authority. Supporting documentation showing the reason for the involuntary loss of benefits coverage, the date benefits coverage was lost, who was covered and what types of benefits coverage was lost must be submitted within 31 days from the date of loss of coverage. The effective date of new benefits coverage will be the first of the month following receipt by the authority of the documentation required and the necessary application or applications, provide that all enrollment rules of the authority are met
7. The participant shall only be permitted to switch from one plan to another plan within the same line of coverage during an established switch enrollment period and then only under the terms and conditions permitted by the authority.
8. An employee may drop any line of coverage at any time at the employee's discretion, provided, however, any provision with respect to prohibition against dropping any lines of coverage shall be enforced. In divorce situations, a divorced eligible employee may not drop eligible dependents based on a change in status until a divorce decree is filed with the authority. When a domestic partnership is terminated, the employee, ex-domestic partner may not drop eligible dependents based on a change in status until the authority receives written notice that the domestic partnership is terminated in the form of an affidavit terminating the domestic partnership. If the employee drops the line of coverage(s), the employee cannot re-enroll except as this part permits.
9. Proper documentation, including evidence of medical insurability where required, must be provided by the eligible employee seeking coverage within 31 calendar days of the qualifying event. Coverage may be rejected where adequate proof and documentation satisfactory to the authority is not submitted in a timely manner.
10. An employee shall be enrolled pursuant to his actual status at the time of enrollment. If a change in status of an employee occurs, he must notify the employer within 31 calendar days of the change and complete any enrollment documents required by the authority. "Change of status" means the change of status of an eligible employee or eligible dependent by: (1) death; (2) divorce or annulment; (3) loss of employment; (4) loss of group or individual health insurance coverage through no fault of the person having the insurance coverage; (5) birth; (6) adoption or child placement order in anticipation of adoption; (7) legal guardianship; (8) marriage; (9) incapacity; (10) establishment or termination through affidavit of domestic partnership or affidavit terminating domestic partnership; or (11) fulfilling the actively at work requirement and minimum qualifying number of hours through promotion with salary increase or acceptance of a full-time position with salary increase with the same participating entity.
11. WHCS shall comply with the 1985 Consolidated Omnibus Budget Reconciliation Act (COBRA) in notifying employees of their right to continue health and life insurance coverage upon resignation, termination, or retirement. Dependents that are also losing coverage upon becoming ineligible shall also be informed of their COBRA rights.

Life Insurance Coverage

1. The Charter School shall provide the following Basic Life/Accidental Death and Dismemberment coverage to all employees: \$50,000 Life/AD&D.
2. Charter School employees have the option to select Voluntary Life through VOYA for themselves, spouse or children, which is a 100% employee deduction.
3. WHCS employees have the option to select Long Term Disability through NMPSIA. NMPSIA sets the benefits rates and percentages paid by the employee and employer based on salary.
4. WHCS employees have the option to select Additional Life Insurance for themselves, spouse, or children, which is 100% employee deduction.

New Mexico Retirement Plan: The New Mexico Educational Retirement Board is provided to eligible employees (those who have completed sufficient service) with a monthly pension benefit upon retirement. All employees who work more than 25%

of the time (.25 FTE) and also Long-Term Substitutes working 90 days or more in the same classroom are mandated by the New Mexico Educational Retirement Act to participate in the retirement plan. Participation in the Plan begins on the date of hire. WHCS and the employee are required by State law to contribute to this retirement plan operated by the New Mexico Educational Retirement Board. The details regarding WHCS and employee contributions, vesting, administration, and investments are provided in the Summary Plan Description, made available through the New Mexico Educational Retirement Board.

Employees who are part of the New Mexico Return to Work program should work closely with their WHCS WHCS HR Coordinator and the New Mexico Educational Retirement Board to assure they are in full compliance with the program.

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

Workers Compensation-WHCS maintains Workers' Compensation Insurance coverage for employees who sustain an injury or illness compensable under the New Mexico workers' compensation laws. WHCS pays the full cost of the workers' compensation insurance. All workers' compensation claims are subject to evaluation and investigation by WHCS and its insurance carrier. If you are injured while performing duties related to your job at WHCS, you must report the injury promptly to your immediate WHCS Executive Director or designee and must complete all required forms along with providing requested documentation. More information is available from WHCS HR Coordinator. WHCS employees pay a portion of a quarterly workers compensation fee, and WHCS pays the other portion of the fee to the New Mexico Taxation and Revenue.

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

Leave Benefits: Leaves may be granted with or without pay. In order to take leave without pay you must obtain prior approval from the Executive Director. Requests for Leave forms must be completed and submitted to the Executive Director for approval and must be entered into AptaFund by the end of the business day or before the day of absence. If this leave is unpaid, you will be responsible for 100% of the cost of your benefits during your leave. Please see your WHCS HR Coordinator if you believe you will need an unpaid leave of absence.

Sick Leave-Regular full-time employees working 40 hours per week are entitled to ten (10) paid sick days (based on average hours worked per day) per WHCS year. Other employees, including administrative employees, are entitled to the amount of sick leave contained in their contract. Unless otherwise provided for or as approved by the Executive Director, sick leave is to be used by employees in accordance with the following provisions:

1. Sick leave is to be used only in the event of illness of the employee, or of the employee's immediate family. Misuse of sick leave is cause for discipline, up to and including termination or discharge. For the purposes of this section, "immediate family" is defined as a spouse, domestic partner, child, sibling, parent, grandparent, any other relative permanently residing with the employee, or any other person as defined by the Executive Director.
2. Notice of absence from work due to illness should be provided to the Executive Director or his or her designee by no later than 7:00 a.m. on the day of illness. If use of sick leave foreseeable advance notice shall be provided to the Executive Director or his or her designee.
3. An employee will not be paid for unused sick leave days upon voluntarily or involuntarily severance from his/her employment from WHCS; however, unused sick leave may be carried over into succeeding WHCS years up to a maximum of 200 hours. Accumulated unused sick leave must be used for personal or family illnesses as described in the Medical Leave provisions below.
4. The Executive Director may, at any time, request that an employee bring a doctor's note verifying that your leave was necessitated by illness.

Personal Leave-Regular full-time employees working 40 hours per week are entitled to two (2) days (based on average hours worked per day) per WHCS year. Other employees, including administrative employees are entitled to the amount of personal leave contained in their contract. Requests for personal leave must be made at least two school days in advance and the Executive Director has the discretion to deny personal leave as she/he deems it appropriate. A request must be in writing and approved prior to taking the leave.

An 185 employee will not be paid for unused personal leave days upon voluntarily or involuntarily severance of his/her employment from WHCS; however, unused personal leave may be carried over into succeeding WHCS years up to a

maximum of 40 hours. Payment for Unused Annual Leave: A 220-240 employee at the time of termination of employment, the employee may receive up to 22 days pay for unused personal leave.

Personal Leave of Absence-In special circumstances, WHCS may grant an unpaid personal leave of absence without pay for up to one (1) year. Employees must have three (3) years of employment with WHCS. Personal leave shall include a statement indicating the purpose of the leave and must have prior signed approval by the WHCS Executive Director and/or designee. *Requests for this leave may be denied if it could adversely affect the daily operation of WHCS.*

Extended Leave Policy-All leave of five or ten (10) consecutive work days or less must be requested through and approved by the WHCS Executive Director and/or designee. Extended leave of more than ten (10) consecutive days, with or without pay, must be requested through the Human Resources Leaves Office. Employees must complete the required Leave Forms and receive the necessary approval before the leave requested may be taken. When an employee becomes ill or is injured on the job, sick leave begins at the time of inability to continue work, to the nearest half-hour. An employee, who is already on annual leave, personal leave or leave without pay, including parental leave, may not be eligible to use sick leave benefits.

While on an approved leave, an employee:

- May not volunteer or perform any duties for the WHCS
- May not utilize WHCS property for personal use
- Must return all WHCS equipment (keys, laptop, etc.) prior to the Leave start date

Unpaid Medical Leave-The purpose of this Policy of Walatowa High Charter School (School) is to allow the School to consider an employee's request for unpaid Medical Leave (Medical Leave) in accordance with guidelines set forth below.

Eligibility An employee is eligible for Medical Leave if the employee is experiencing:

1. Childbirth and infant care;
 2. Placement of a child with the employee for adoption or placement of a child with the employee by a state agency or for foster care;
 3. Care of the employee's family members (spouse, children, parent/guardian or power of attorney of a family member) or a financial dependent with a serious health condition which must be verifiable; or
 4. The inability of the employee to perform his or her job or duties due to his or her own verifiable serious health condition or the necessary absence from work of an employee to receive verifiable medically necessary treatment.
- B. For the purposes of this Policy a "serious health condition" is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, continuing treatment by a health care provider for a condition that either prevents the Employee from performing the functions of the Employee's job or prevents the qualified family member from participating in school or other daily activities, or a positive test for Coronavirus..
- C. Medical Leave is available to full-time staff only who have been employed by the School for at least twelve months and have worked at least 1,250 hours in the past twelve months before leave is taken.
- D. Employees taking Medical Leave must use first all of their available accrued and unused leave as part of the leave. Once the employee's paid leave benefits are exhausted, the employee will continue for the duration of the Medical Leave without pay.

Requesting Medical Leave

- A. Medical Leave must be requested by the employee on the form provided with this Policy. The form must be approved by the Executive Director. If the employee requesting the leave is the Executive Director, the form must then be approved by the Governing Board.
- B. For eligibility triggered by II(A)(3) or (4) above the employee must provide verification of the necessity of the Medical Leave with a letter from a healthcare professional to the School stating the employee has a "serious health condition" as defined by this Policy, as well as an estimated return to work date for the employee. Nothing in this Policy shall be construed to infringe on the employee's rights under law including the Health Insurance Portability and Accountability Act (HIPAA). Confidentiality of documentation will be kept in a secure locked file cabinet accessible only by designated personnel. Designated personnel shall participate in HIPAA compliance training.
- C. Requests for Medical Leave may be considered on a case-by-case basis. A decision on any individual request shall not constitute, nor should it be construed or interpreted as, establishing a precedent, practice, pattern or any form of future entitlement. The decision is not appealing.
- D. If the need to use Medical Leave is foreseeable, the employee must give the School at least 30 days' prior notice of the need to take leave. When 30 days' notice is not possible, the employee must give notice as soon as practicable. Failure to provide such notice may be grounds for delaying the start of the Medical Leave.

Conditions of Medical Leave-If approved, Medical Leave is predicated on the following conditions:

- A. The leave is considered unpaid leave and is designated for a specific time & purpose.

B. The leave is for 480 hours or less.

C. With regard to retirement benefits the leave is considered a break in service.

D. If any benefits are available to the employee during the Medical Leave, the employee shall be responsible to pay any and all premiums, fees or costs.

Returning From Medical Leave- An employee is expected to return from Medical Leave on the date listed in the Medical Leave Request Form. For eligibility triggered by II(A)(1) or (2) above the employee need only return to work on the preapproved day. For eligibility triggered by any other event in this Policy in order to return to work an employee must have Doctor Release or have fulfilled the required self-isolation time in the event of a positive test for Coronavirus.

- If an employee is released to return to work sooner than the expected return date listed on the Leave Request, the employee must notify the School within two (2) business days of receiving the release.
- Failure to return to work as scheduled after leave may be used as just cause for discharge or termination of the employee.

Family and Medical Leave Act (FMLA)-FMLA will be granted to employees who have worked for WHCS for at least twelve (12) months and who have worked at least 1250 hours or the equivalent of a full work year in the previous 12 months. FMLA is limited to 12 weeks of unpaid leave per rolling calendar year. Intermittent leave will be addressed according to FMLA Law. For more information regarding FMLA Law visit the [New Mexico DOH Family and Medical Leave website](#)
[External link](#)

Before returning to employment, the employee must submit a physician's release and Return to Work Certificate completed by the employee's treating physician. WHCS reserves the right to use a medical advisor in order to determine whether the existing medical records support the leave extension.

Bereavement Leave-After a death in the immediate family of any employee, WHCS provides up to three (3) consecutive days of bereavement leave without loss of pay beginning with the date of death and ending with and/or including the day after the funeral or final services. For each bereavement day, the employee was scheduled to work, an employee may receive pay in an amount equivalent to the number of hours the employee was scheduled to work that day, or if instructional personnel, number of days. An employee may be required to submit proof of death and/or funeral or service date. Immediate family includes current spouse, parent, step-parents, parent-in-law, step parent-in-law, grandparent, child, stepchild, grandchild, sibling, step-siblings, current domestic partner, child of domestic partner and any relative living in the household of the employee.

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

To receive jury duty pay, employees must provide the WHCS Executive Director with a copy of the court order as soon as it has been received. An employee required to be available for jury duty, but not required to be in court, must report to work.

If you are served with a Subpoena for witness duty and the matter in which you are to testify is directly on behalf of WHCS, WHCS will pay you the difference between your witness fees, plus any mileage reimbursement, and your regular pay for any scheduled work time that you miss. To be reimbursed, you must present the subpoena and a copy of the witness fee payment voucher.

Professional Leave-May be granted at the discretion of the Executive Director, upon request, for professional development, professional organizational activities, WHCS-related professional activities, or other activities related to the employee's assignments.

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

Military Leave-If you are a full-time employee and are inducted into the U.S. Armed Forces, you may be eligible for reemployment after completing military service provided a suitable position and funding is available and:

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

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

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

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

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

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

- (i) a police report indicating that the employee or a family member was a victim of domestic abuse;
- (ii) a copy of an order of protection or other court evidence produced in connection with an incident of domestic abuse, but the document does not constitute a waiver of confidentiality or privilege between the employee and the employee's advocate or attorney; or
- (iii) the written statement of an attorney representing the employee, a district attorney's victim advocate, a law enforcement official or a prosecuting attorney that the employee or employee's family member appeared or is scheduled to appear in court in connection with an incident of domestic abuse.

Benefits and Leave Accrual: Employees shall be required to use any unused sick leave, personal leave or annual leave during periods of domestic abuse leave, and thereafter any remaining leave shall be designated unpaid leave.

Employee's health coverage and other benefits shall continue during domestic leave. The Walatowa High Charter School shall not include time taken for domestic abuse leave in calculating eligibility for benefits.

WHCS Faculty Procurement Process

Requisition/Purchase Orders

A requisition is a request for goods or services made by an employee to the person or department in a company that is responsible for purchasing. **A requisition is not a purchase order.**

Step 1: A WHCS Employee must complete a Requisition Form with the following information:

- Name, Address, Phone Number, and email of vendor
- Justification: Provide a detailed description of materials needed and what program (Science, Reading, ELA, Athletics, etc.) they will be used for. Example: STEM courses
- Quote for the cost of material. Attach the quote and list of materials to be ordered.
- Order/Quote Number: Please keep a copy for your reference. The business office is not responsible for providing a copy of backup documentation.

***Vendor:** The vendor must accept purchase orders and provide the company's CRS number or Federal ID number. Submit a copy of the vendor's I-9/W9 form along with backup documentation needed for the I-9 form. Please make sure that if you have a vendor that will be working with students, they complete a background check and submit a copy of their background check before rendering services.

Step 2: Provide the Requisition Form with all required material to the Business Office's AP Department (F. Garcia).

Step 3: The Business Office will review the requisition, and once the requisition is approved by the business manager, the account code will be applied and returned to the AP Department for the WHCS Executive Director's signature. The order must meet all procurement education and grant requirements.

Step 4: Executive Director: Once approved by the Business Office, the WHCS Executive Director will approve the Requisition Form. **This does not give the employee authorization to purchase.**

Step 5: Purchase Order: Once approved, the purchase order will be processed by Accounts Payable.

A purchase order must be in place prior to any purchase or order of ANY material. Any material ordered without a Purchase Order in place will be at the expense of the employee. DO NOT PLACE ANY ORDER WITHOUT A PURCHASE ORDER IN PLACE.

Please talk with the Business Manager/Accounts Payable about the time frame in which the PO would be completed.

Athletic/Events Requisitions/Purchase orders

Purchase of food for students/athletes. Please, in the future, make sure that each student/s, chaperone/s, and bus driver/s purchase **ONLY one complete meal without upgrades. No exceptions!** WHCS is not responsible for paying for other adults/children that are not rendering services to WHCS on that day. These types of charges will require prior approval from the WHCS Executive Director and/or Business Manager.

The meal would include the following:

1. Main course (Example: Hamburger)
2. Side order (Example: French Fries)
3. Drink (Any type of coke or water)
4. Meals can be upgraded to Large meals

Not an allowable cost

1. Coffee
2. Dessert of any kind
3. Substitutes with a charge

If any extra charges are detected, the WHCS employee or contractor will be responsible for paying them out of pocket. Receipt! Receipt! Receipt! Keep all receipts and turn them into Accounts Payable.

Contracts: Contract Justification: If you are planning to use the services of an individual contractor, instructor, or group, you must send an email justification and description of services along with a quote to the WHCS Executive Director. Once approved, please adhere to the following procurement procedures:

Step 1: Proposed Contract Template: Complete the Contract Template. Add all of your individual contractor, instructor, and/or group information. (See Template)

- ❖ Please include the W-9 and/or I-9 forms and the backup documents required for the contractor or instructor. Please check with the WHCS Business Office. Please make sure that if you have a contractor that will be working with students, they may be required to complete a background check and submit a copy. WHCS utilizes Sentrylink services: <https://www.sentrylink.com/>

Requisition: A requisition is a request for instructional services made by an employee to the person or department in a company that is responsible for purchasing.

Step 2: A WHCS Employee must complete a Requisition Form with the following information:

- Name, Address, Phone Number, and email of vendor
- Justification: Provide a detailed description of materials needed and what program (Science, Reading, ELA, Athletics, etc.) they will be used for.
- Cost: Individual Contractor/Instructor and/or groups may charge a flat rate or hourly rate. Please provide information. (Hourly rate contractors must provide timesheets and invoices.)

Step 3: Information: Contract, Requisition, Quote, W-9, and/or I-9 to the Business Office for prior approval.

Step 4: The Business Office will review and apply the account code associated with the order. The contract must meet all procurement, educational, and grant requirements.

A PURCHASE ORDER MUST BE GENERATED AND IN PLACE BEFORE ANY SERVICES ARE RENDERED. IF A PURCHASE ORDER IS NOT IN PLACE, CONTRACT WILL BE STOPPED IMMEDIATELY WITHOUT PAYMENT BY DISTRICT!

Step 5: Executive Director Signature: Once approved by the Business Office, the WHCS Executive Director will sign and approve the contract. Once signed, the contract will be sent to individual contractors, instructors, and/or groups for their signature. All signatures must be in place before services are rendered.

Please make sure that all backup documents are provided to the business office. If they are not, it will result in a delay in payment.

PLEASE NOTE THAT A REQUISITION IS NOT A PURCHASE ORDER!

Just a reminder that a requisition needs to be submitted and a PO generated before the purchases can be made. If the school is paying for it, a PO has to be generated! No Exceptions!

If you have questions about purchasing, please contact the business office/accounts payable department.

INDEMNITY/HOLD HARMLESS:

Because the Walatowa High Charter School is located on the Pueblo of Jemez. You agree at all times to indemnify, defend and hold harmless the Pueblo of Jemez , and its agents,suppliers, affiliates and their respective directors and employees against all actions, proceedings, costs, claims,damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained,incurred or paid by the Pueblo of Jemez directly or indirectly in respect of: (i) any information or other content you provide to or through the Pueblo of Jemez which is sent to the Pueblo of Jemez by e-mail or other correspondence; or (ii) your use or misuse of the services, or the service venue, including, without limitation, infringement claims.

Other Duties Assigned: The Executive Director and/or designee reserves the right to assign the employee additional tasks and responsibilities as needed.