

NUESTROS VALORES CHARTER SCHOOL

STAFF HANDBOOK



2010-2011

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NUESTROS VALORES CHARTER SCHOOL PERSONNEL POLICIES

Purpose

This Personnel Policies Manual sets forth the policies and procedures which govern the employees of the Nuestros Valores Charter School, (NVCS). It is our intention to comply with applicable federal, state and local laws.

A copy of the Policies Manual shall be given to each employee and the employee shall acknowledge receipt thereof. Copies of the Policies Manual shall be kept in the office of NVCS Business Manager. The Policies Manual shall be effective immediately and may only be altered or amended by the NVCS Governance Board at a duly called meeting.

Compensation and Wages

The NVCS Governance Board shall establish compensation and wages for each position at the School. Wages are paid according to the appropriate salary schedule, based on position, education and years of experience. Returning employees automatically are awarded one step increment upon contract renewal.

Employee Conduct

All employees will be expected to dress and groom in a manner appropriate to a professional workplace and an educational setting. Employees are expected to conduct themselves in a professional manner at all times.

Reporting to Work – Hours of Duty

The work week for employees shall not be more than (40) hours or five (5) days per week. The workday for all employees shall be from 9:00a.m. to 4:30 p.m.

Telephone

School telephones are for business use, and lines should be kept open. Therefore, personal calls are to be kept to a minimum. Under no circumstances should an employee make or charge a long distance call to the School unless it is work-related or approved by the NVCS Principal in advance.

Cell Phone Use Policy

Justification

Nuestros Valores Charter School, in providing essential services to its students, staff and parents, is committed to instant and continuous communications when certain conditions prevail:

- If district-wide mobility is required for the coordination of services
- To provide for the safety and well-being of others after it has been determined that the working environment does not have access to telephone service
- To assure that emergency communication will be available when needed
- If it has been determined that an employee spends greater than 50% of their time working in environments that have no convenient access to telephone service.

If an employee's duties involve the use of a telephone as a condition precedent to employment, and / or any of the aforementioned conditions exist, then the cellular telephone is recommended as a logical extension of the employee's need to communicate.

Usage Agreement

A signed cell phone usage agreement between the employee and Nuestros Valores Charter School (NVCS) must be completed prior to issuance of cell phone. Employee must indicate agreement with all terms and conditions outlined herein by signing this document as a requirement of receiving a cell phone from NVCS.

Individual Usage Plan & Rates

Employees have individual usage plans and rates, as outlined at in the individual usage agreement.

Minutes, Long Distance, Other Charges

Each employee is responsible for monitoring their minute usage (reference your usage plan). All employees who incur additional charges resulting from going over allotted usage, directory assistance, text messaging or any other reason will have charges automatically deducted from their paycheck. Any employee who wants to dispute deductions will be required to submit a written statement explaining such charges and justifying school business expense. Employees who habitually incur charges may be subject to disciplinary action.

Lost / Stolen

If a phone is lost or stolen a one-time replacement phone will be purchased through the employee's individual budget. If a phone is lost or stolen a second time, then the cost of the phone will be deducted from the employee's paycheck.

1. Employee will contact the Principal or Business Manager as soon as the phone is verified missing.
2. The Principal, Business Manager or designated Account Administrator will contact the service provider to terminate service to that phone as soon as possible.

Termination of Employment

Upon termination of employment, the employee is required to return the cellular phone to the Principal or the Business Manager. If the employee does not return the phone the cost of the phone and any incurred charges including regular monthly fees will be deducted from the employee's final paycheck. The number will remain the property of Nuestros Valores Charter School and is not transferable to the employee.

Duration of Agreement

This agreement is in effect during the duration of the employee's contract. Instructional Staff will be required to turn their phone in at the last day of school. Non-Instructional Staff may keep their phone through summer provided they have committed in writing to returning the following school year, subject to approval by the Principal.

Equal Employment Opportunity

The school will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, marital status, disability, veteran status, or any other category protected by law. The School will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, gender, sexual orientation, national origin, age, marital status, disability, veteran status, or any other category protected by law. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or professional development.

Affirmative Action

Affirmative Action represents the effort to assure that equal employment opportunities are achieved and maintained and that past discrimination against persons from protected categories is remedied. The School is committed to the goals and principles underlying Affirmative Action.

Sexual Harassment

While all forms of unlawful discrimination and harassment are prohibited, it is the policy of the School to emphasize that sexual harassment is specifically prohibited. The School is committed to providing a workplace that is free of sexual or other prohibited harassment. The School has zero tolerance for sexual harassment. Verbal or physical contact by an employee, including sexual advances, requests for sexual favors and other conduct that harasses, disrupts or interferes with another employee's work performance or that creates an intimidating, offensive or hostile work environment will not be tolerated.

Every employee has the responsibility to maintain the workplace free of any form of prohibited harassment, sexual or otherwise. No individual is to threaten or insinuate, either explicitly or implicitly that submission to sexual advances is a term or condition of an individual's employment, or that refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, compensation, advancement, assigned duties, shifts or any other term

or condition of employment or career development. No individual is to favor in any way an applicant or employee because that applicant or employee has performed or shown a willingness to perform sexual favors for the individual. Sexual harassment also includes conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct which may constitute sexual harassment are:

- Sexual flirtations, touching, advances or propositions;
- Verbal abuse of a sexual nature;
- Sexually graphic or suggestive comments about an individual's dress or body;
- Sexually degrading words to describe an individual;
- The display of sexually suggestive objects or pictures in the workplace, including nude photographs;
- Derogatory gender-based humor;
- Unwelcome touching, patting, pinching or leering; and
- Derogatory or sexually explicit statements about an actual or supposed sexual relationship.

Any employee who believes that the actions or words of a supervisor, fellow employee or non-employee constitute sexual harassment or other prohibited harassment has a responsibility to report or complain about such conduct promptly to the NVCS Principal.

All complaints of sexual or other prohibited harassment shall be investigated promptly, impartially and in as confidential a manner as possible by the NVCS Principal. If an employee is not satisfied with the handling of a complaint or the action taken by the investigator, then the employee should bring the complaint to the attention of the NVCS Governance Board President. In all cases, the complaining employee will be advised of the relevant findings and conclusions.

Any complaint about the NVCS Principal should be reported to the NVCS Governance Board President.

No employee will be discharged or retaliated against in any manner because the employee complained about sexual or prohibited harassment, or cooperated with an investigation of a complaint of prohibited harassment. However, if the complaint or the information provided in the investigation is found to be false and made in bad faith, the employee may be subject to discipline up to and including discharge.

Any employee who is found after appropriate investigation to have engaged in sexual or other prohibited harassment of another employee as well as any employee who retaliates against an employee in violation of this policy shall be subject to disciplinary action up to and including termination.

Drug/Alcohol/Smoke Free Workplace

The School complies with the Federal Drug Free Workplace Act, which states that it is unlawful to manufacture, distribute, dispense, possess or use a controlled substance in the workplace.

Any employee with a criminal drug statute conviction or participation in a Drug or Alcohol Rehabilitation (DAR) program arising from the same shall so inform the School in writing within five (5) days of such conviction, whether appealed or not, or upon entry in a DAR program, or face immediate suspension.

Alcohol and smoking are prohibited inside the School or on its premises.

Health and Safety

The personal health and safety of each employee is a responsibility shared by the School and each employee. The employee has the responsibility to perform his or her job in a safe and responsible manner, always using good judgment and to be aware of the health and safety of self and others.

Safety depends upon the continued vigilance of all to identify problems and seek to correct them. Therefore, all employees are asked to report suspected problems or ways to improve situations to the NVCS Principal.

The School carries Workers' Compensation and other applicable liability insurance to cover claims arising from injury to employees and commercial liability insurance for other individuals legally on the premises. It is very important that any accident or injury, which may occur to those persons on the School's property or during official School activities, be reported to the NVCS Principal. Any employee who experiences injury on site or in the course of his/her duties must immediately report the details to the NVCS Principal.

Firearms and other weapons are not permitted in the workplace. Full-time law enforcement officers, while in performance of their duties or attending meetings or classes while on duty, are excluded from this requirement.

E-mail and Internet Use Policy

The School provides computers and internal e-mail to teachers, faculty, and other employees to support its mission. Each employee will be provided an individual password and it will be the employee's responsibility to protect such password from unauthorized use by others. The employee must not reveal such password to any other individual(s) unless required to do so by the School. Doing so may subject the employee to disciplinary action up to and including dismissal. The School may override the employee's password or require the employee to disclose his/her password to facilitate access by the School to e-mail messages sent and /or received by the employee, to the Internet, to any and all information or material the employee retrieves, receives, transmits, sends, disseminates and/or places on the Internet ("Internet Materials"), and to other stored files. Upon receiving a password and prior to its activation, each employee will be required to execute an acknowledgement of receipt of this Policy.

E-mail and Internet access are provided only for use in connection with the employee's duties for the School, and use of e-mail, School computers and computer system or the Internet for any other purpose may subject the employee to disciplinary action up to and including dismissal.

Proper Use of E-mail

E-mail is an almost instantaneous communication tool that must be treated as a formal means of communication. Employees should use care in composing and sending e-mail. The following guidelines set forth practices that should be followed when using e-mail:

- Be careful and sensible when composing and sending e-mail messages.
- Treat and use e-mail communications like other formal means of communicating, such as written letters.
- Delete messages regularly unless there is a reason to maintain access to them on the computer. But remember, e-mail messages may still exist even after they are deleted.

- Print, retain and file paper copies of relevant messages needed for future reference or to confirm sending or receipt.
- Employees should exercise caution before opening attachments to e-mail received from outside the School. There is a risk that such attachments may contain programs or executable files that carry viruses. Do not open attachments unless the source and/or sender can be verified.

Prohibited Conduct

Employees may not use School-granted e-mail, computers and computer system, or Internet Access for any of the following:

- Personal use or any use unrelated to the employee's duties; soliciting business opportunities or money for personal gain or conducting personal business;
- Communicating, viewing, transferring, making, copying, sending, retrieving, receiving, printing, or disseminating obscene, pornographic, abusive, slanderous, defamatory, harassing, sexually oriented, discriminatory, vulgar, threatening, and/or offensive material;
- Communicating, viewing, transferring, making, copying, sending, receiving, retrieving, printing, or disseminating frivolous material or any material not appropriate for School purposes;
- Communicating, viewing, transferring, making, printing, sending, receiving, retrieving or disseminating materials that are disparaging to others;
- Unauthorized communicating, viewing, transferring, making, copying, sending, retrieving, receiving, printing or disseminating of material that is confidential or proprietary to the School, including unauthorized posting of any material on the World Wide Web;
- Communicating, transferring, viewing, making, sending, receiving, retrieving, printing, or disseminating unauthorized messages concerning the School or its operations;
- Communicating, disseminating, sending, receiving, retrieving, transferring or printing any copyrighted materials in violation of copyright laws; unauthorized downloading, uploading, copying, or using software off of the Internet; accessing the Internet through any means or services other than the account provided by the School; accessing or using non-School e-mail accounts through the School's computer system;
- Making, copying, transmitting, communicating, sending or disseminating e-mail messages that constitute "chain letters"; gambling; engaging in any activity in violation of local, state or federal law; any other activity; deemed by the School to be in conflict with this policy.

The above list is non-exhaustive and is illustrative only. Engaging in the enumerated conduct or other inappropriate conduct via e-mail, School computers and computer system, or the Internet will subject the employee to disciplinary action up to and including discharge.

The School retains the right to revoke an employee's e-mail account and/or Internet access at anytime with or without cause, at the School's sole discretion. If the School invokes that right, the employee must comply with School directives.

All computers, electronic communications and files, e-mail communication, and Internet Materials are the sole property of the School. The School retains the right to access any e-mail, Internet Materials or sites accessed by the employee, or stored electronic communications at any time for any reason whatsoever, with or without notice to the employee. This may include the creation of hard copies of information stored on these systems. By using School-provided e-

mail and/or Internet access the employee knowingly and voluntarily consents to being monitored and acknowledges the School's right to conduct such monitoring.

The employee has no expectation of privacy whatsoever related to the use of e-mail, the Internet or any Internet Materials, or the School's computers and computer system, and the employee's use of e-mail, and any Internet Materials is not private.

Conflict of Interest

In order to avoid potential conflicts of interest, employees shall not receive compensation for services rendered to or income from investment made in an enterprise in which the School or a cooperating, affiliated or subsidiary corporation is invested or where the staff member knows or should have knowledge of such investment. Employees are also prohibited from using the knowledge or contracts they have acquired through their employment for personal or familial gain. Employees and board members have a fiduciary and legal responsibility to divulge to the School any and or all information that can have an effect on the School.

Honoraria and Royalties

As a matter of federal copyright law, all copyright works created or contributed to by School employees within the scope of their employment belong exclusively to the School, and all revenues derived from the exploitation of such works belong exclusively to the School. School employees are expected to make public appearances, to speak publicly, to provide expertise and leadership and to participate in the creation of books, articles, films and other media presentations as part of their employment with the School. All honoraria, royalties and other payments received as result of such activities shall be paid directly to the School. In the event that such payments are made to the employee, the employee shall promptly turn them over to the School.

Employees can request an exception to the foregoing policy, provided they are participating in a public event or other activity that is unrelated to the mission and goals of the School, and provided further that such participation occurs on the employee's own time and does not use any School resources. To make such a request, the employee must contact the NVCS Principal sufficiently in advance of the event or activity to enable her/him to make a reasonable assessment of the request.

Political Action

Employees of the School are encouraged to participate as citizens in the electoral process. However, in order to protect the School's non-partisan stance, the School requires staff who run for electoral office or who serve on behalf of partisan political appointments to make clear that they are not acting on behalf of the School. Such political activities must be kept separate from the employee's duties for the School. An employee contemplating seeking elective office or serving on behalf of a political appointment should discuss these issues in advance with the NVCS Principal.

Secondary Employment

No employee may engage in any form of outside employment or engage in a business relationship that conflicts, or even appears to conflict with the School's interests. This policy is based on the principle that employee actions and decisions must, at all time, be based on and consider only the interests of the School.

Solicitation

There shall be no solicitation for any purpose by employees, during their work time, and there shall be no distribution of literature or other material by employees in work areas at any time. Distributions or solicitations on agency premises by non-employees or outside organizations are prohibited at all times.

Position Description

Each position at the School shall have a specific job description which is provided to the employee upon hire and a copy of which is maintained in the employee's personnel file.

Types of Appointments

Introductory – (Standard)

All new employees must satisfactorily complete a one-year introductory period. An individual may be terminated at any time. After completion of the introductory period, the employee will be evaluated by the NVCS Principal who shall determine whether to hire the individual as a regular full-time employee, extend the introductory period, or terminate the employee. Introductory employees working on a full-time basis become eligible for health insurance at the beginning of the next month following their hire.

Regular Full-Time

A regular full-time employee is: (1) A teacher or instructional-related employee who is contracted to work during the school year; or (2) A non-instructional employee who is regularly scheduled to work at least twenty (20) hours per week or contracted to work a full year. The number of contracted days for contracted instructional and non-instructional employees may vary from year to year and will be indicated on the contract.

Regular Part-time

A regular part-time employee is an employee who is regularly scheduled to work less than twenty (20) hours per week.

Fair Labor Standards Act

Each position will be classified as exempt or non-exempt in accordance with and for purposes of Fair Labor Standards Act. Under the Fair Labor Standards Act, the School is

obligated to pay overtime in the amount of time-and one-half to non-exempt employees for all hours worked in excess of forty (40) hours per week. Non-exempt employees may only work greater than forty (40) hours per week with prior approval of the NVCS Business Manager.

Agency Employees

NVCS contracts substitute teachers, tutor and other positions through Kelly Temporary Services. NVCS may use other agencies at its discretion. Employees contracted through Kelly Services or other agencies are employees of the agency and not of Nuestrs Valores Charter School.

Records and Certification

Administrative Records:

All records associated with work related to School programs, projects and administration are the property of the School. When an employee is terminated, whether voluntary or involuntary, all files related to the School's programs, projects and administration are to be relinquished to the NVCS Business Manager or to his/her designee.

Personnel Records

A separate personnel file will be maintained for all employees of the School. All personnel files are confidential. An employee may review his/her personnel file upon request to the NVCS Principal. Employees must promptly notify the office of the NVCS Principal of any changes in name, address, telephone number, marital status, number of dependents, and emergency contact. Upon request by a prospective employer, the School will only provide information concerning an employee's or former employee's dates worked, position held and duties performed. Only upon receipt of written authorization from the employee in question will the School disclose an employee's or former employee's rate of pay and other information as requested for such purposes as credit or mortgage applications. Responses to requests from law enforcement agencies without a subpoena are limited to the employee's last known address and telephone number.

Background checks and Security Clearance

All school personnel, volunteers, contractors and any other person who may come into contact with students will undergo a child abuse clearance and a criminal record check prior to beginning employment with NVCS. The background check must have been completed within 24 months prior to beginning employment. NVCS may, at its discretion, reimburse individuals for the cost of the background check. . These will be part of the personnel record and will be updated every 2 – 5 years. Undisclosed information identified through these checks may subject the employee to disciplinary action up to and including dismissal. Volunteers must also have child abuse and criminal clearance.

EVALUATION

Consistent, objective evaluation of employee performance is essential to an employee's professional growth and integral to the School's accountability to the community and to its funding sources. All employees will be reviewed annually. In addition, any employee placed on probation for unsatisfactory performance will be reviewed at the end of that probationary period and a decision made to either end or extend the probationary period or dismiss the employee.

All evaluations will be in writing and will permit employee signatures to indicate that the evaluation has been discussed with the employee. The evaluation form will contain an area for the employee to indicate any comments, including area(s) of disagreement. Copies of completed evaluations will be kept in the employee's personnel file.

Separation and Termination

Discipline and Discharge

Terms and conditions of employment of all faculty and staff will be set forth in an employment contract executed between the School and each employee. Employment contracts will be developed for the specific criteria and processes to be followed for disciplinary action, including discharge for cause or for other purposes, as well as for grievance and appeal procedures. The following list of conduct is specifically prohibited and constitutes grounds for immediate termination and forfeiture of your rights to COBRA continuation for gross misconduct:

- Theft
- Sexual harassment
- Engaging in an act of violence
- Striking a student, parent, teacher, or administrator
- Possession of drugs or alcohol
- Bringing a weapon on school premise
- Violation of any (or some parts) of the New Mexico code of Ethical Responsibility (Title 6, Chapter 60, Part 9-See Attachment A)

The foregoing list is non-exhaustive and may be expanded. Other conduct may subject the employee to discipline up to and including termination.

Resignation

Employees must give at least 30 day notice of intent to resign. Employees who failed to provide 30-day notice may have a formal complaint from the NVCS Governance Board filed with the State Licensure Board.

Reduction in Force

Reduction-in-Force results from job elimination due to structural reorganization or financial considerations as determined by the NVCS Governance Board, or termination of the grant under which an employee was hired.

Retirement

Employees of NVCS are covered through the New Mexico Educational Retirement Board. Retirement is in accordance with current terms and policies of the NM ERB.

Exit Interview

All employees leaving the employ of the School will participate in an exit interview that will be conducted by the NVCS Principal on or before the last day of employment. The purpose of this interview is to provide the exiting employee an opportunity to review and evaluate his/her total work experience and to afford the School the benefit of his/her comments. A written copy of the employee's comments will be kept in the employee's personnel file. Upon notice of termination, resignation or reduction-in-force, the employee must return all school keys, files, computer disks and all other School property in his/her possession.

Leave ~ Paid Leave

(Approved August 9, 2005)

Accrual

Each contracted staff member (Instructional and Non-Instructional) shall receive 7 hours leave at the origination of each annual contract. Instructional Staff shall accrue additional leave at the rate of 43.61 hours per year. (1.67 hours per pay period.) Non-Instructional Staff shall accrue additional leave at the rate of 50.82 hours per year. (1.95 hours per pay period.) At no time will an employee be permitted to incur a negative leave balance.

Use of Leave

- Leave for two or more consecutive days must be approved by the Principal a minimum of 5 days in advance.
- If an employee is absent two or more consecutive days, without receiving proper advance approval, s/he must provide a valid medical excuse upon his/her return.
- A valid medical excuse may be for the employee or an immediate family member (spouse/domestic partner, parent or child).
- If an employee does not have adequate leave to cover a full day's absence, s/he will be considered AWOL, and will have his or her paycheck docked accordingly.

Leave Accrual Cap

- Employees may not accrue more than 280 hours of leave.
- Employees with excess of 280 hours leave on the effective date of this policy will not lose any leave already accrued. Employees with leave of 280 hours or greater will not accrue additional leave until leave balance drops below 280 hours.

Leave Buyback

Employees who have completed two or more years of service and have a minimum of 31 hours accrued leave have the option to sell leave back to the company at the rate of 70% of their current hourly rate. Employees may sell a minimum of 10 hours and a maximum of 100 hours to the company. Employees must retain a minimum balance of 21 hours leave after buyback. Leave buyback is contingent on funding, and may be suspended at the discretion of the Business Manager. All requests for leave buyback must be submitted for consideration by November 1. Leave will be paid on a taxable basis by the last paycheck of December.

Payout at Termination

Upon termination of employment at NVCS, unused leave will be paid out at a rate of 50%. Leave will only be paid to employees who have completed two or more years of service at NVCS.

Other Types of Leave

Nuestros Valores offers additional leave on an as-needed basis. These leave types do not accrue. All additional leave must be approved by Principal.

- Jury Duty – NVCS encourages Instructional Staff to schedule Jury Duty during the school breaks, however NVCS will provide up to 70 hours paid leave for Jury Duty. Employees are required to sign all stipends received for Jury Duty to NVCS.
- Bereavement Leave – NVCS will provide up to 35 hours Bereavement Leave for the death of an immediate family member. Immediate family member is defined as spouse/domestic partner, parent or grandparent, sibling, child and parent/grandparent, sibling or child of spouse/domestic partner. The Principal may offer Bereavement Leave in other circumstances at his/her discretion.
- Maternity/Paternity – NVCS will provide 70 hours leave for the birth or adoption of a child. Leave must be taken within 6 months of birth or adoption placement.
- Professional Development – NVCS encourages professional growth and provides leave for professional development related to job function.
- Administrative Leave – Employees may be placed on paid or unpaid administrative leave at the discretion of the Principal.

Part Time Employees

All leave will be offered to part-time employees on a pro-rated basis.

Leave ~ Unpaid Leave

Medical Leave of Absence

As a government entity (Public School) Nuestros Valores Charter School (NVCS) employees are eligible for protections granted under the Family Medical Leave Act of 1993 (FMLA).

Conditions

NVCS will grant leave for the following conditions:

- birth of the employee's child
- first year care of the employee's child
- adoption of child or foster placement of child in employee's home
- "serious" health condition of employee as documented by a licensed physician
- "serious" health condition of employee's spouse, child or parent, as documented by a licensed physician where it is necessary for employee to care for relative.

An employee will be allowed up to 12 weeks leave during a 12 month period. The 12 month period will be a "rolling" 12-month period measured backward from the date an employee takes

leave. Each time an employee requests leave, the remaining leave entitlement is any balance not used during the preceding 12 months.

When leave is taken for the birth or adoption of a child, the leave must be concluded within 12 months after the birth or placement for adoption.

Employees may take leave intermittently. Unpaid leave may be limited to employees who have successfully completed the introductory period.

Notification

An employee should provide 30 days written notice of the need for leave, including expected duration, if the need for leave is foreseeable.

Paid Leave Balances

Employees must exhaust all paid leave before going to an unpaid status. Paid leave will count towards the 12 week total.

Benefits During Leave

NVCS will maintain basic life insurance coverage in force during leaves. During paid leave, all other benefits will remain in force, and sick and vacation leave will continue to accrue as normal. During unpaid leave the employee is responsible for maintaining health insurance coverage through the New Mexico Public Schools Insurance Authority Eligibility Administrator (ERISA Administrative Services). Sick and vacation leave will not accrue.

Upon completing leave, the employee will return to the same or comparable job with the same or comparable salary.

Military Leave

The Uniformed Services Employment and Reemployment Rights Act states:

A military leave of absence will be granted if an employee is absent in order to serve in Uniformed Services of the United States for a period of up to five years (not including certain involuntary extensions of service). An employee who performs and returns from service in the Armed Forces, the Military Reserves, the National Guard, or certain public health service positions will retain certain rights with respect to reinstatement, seniority, lay-offs, compensation, length of service promotions and length of service pay increases, as required by applicable federal or state law. Other benefits, such as health insurance, do not continue while out on active service.

An employee participating in annual encampment or training in the US military Reserves or the National Guard will be eligible to receive the difference between what the employee earns from the government for military service and what he/she would have earned from normal straight-time pay on the job.

Professional Development Leave Sabbatical

The purpose of the Professional Development Leave Sabbatical is to give employees of the School the opportunity for study that will contribute to the mission of the School and to

their own professional development. Sabbatical leave may be granted on a paid or unpaid basis. When granted on a paid basis, in addition to salary and benefits, up to \$1,000 will be awarded for costs related to the leave. The need for such funds must be requested, documented, and approved in advance by the NVCS Principal.

Compensatory Time

NVCS offers exempt employees compensatory time when employee works during non-contracted days at the request of the employer. Work may include, but is not limited to, promotion of public relations on behalf of NVCS, job fairs, chaperoning, or supervising student activities or other activities which do not fall within the scope of an employee's contract or normal duties. All activities must be approved in advance by the Principal. An exempt employee may receive one hour of personal time for each full hour engaged in outside activity. This policy is not intended to replace overtime pay that may be due for non-exempt employees.

Resolution of Conflicts Procedure:

A grievance will be defined as a dispute between an employee and the employer. The School's conflict resolution (i.e. grievance) procedure is designed to ensure individual employees, supervisors and the school a fair hearing of legitimate grievances.

A grievance will be initiated by an employee toward a supervisor and/or the School as an organization. An employee with a grievance should report it to the NVCS Principal who will schedule a meeting at which the grievance will be discussed. If the NVCS Principal and or the employee's supervisor are the object of the grievance, the NVCS Principal will notify the NVCS Governance Board President.

A written record of each meeting will be made and kept as part of the personnel file of the aggrieved employee.

NVCS GRIEVANCE PROCESS/ PROCEDURE

Level VI

Written Resolution by the NV Board



Level V

Full Board Executive Session- Discussion of issue

Recommendations to the Full Board

All written documents prior to this step must be available at least within one working week prior to next scheduled board meeting.

Timeline: Next Board Meeting



Level IV

Board Sub-Committee- Recommendations made.

IF issue is not resolved referred to full board discussion.

All written documents prior to this step must be available.

2 board members, administrator/consultant

Timeline: Within 5 working days



Level III

Consultant w/ other administrator or consultant

Recommendations made and followed by Principal.

If issue is not resolved then continues to Board Sub-Committee, composed of two board members & administrator/consultant.

All written documents prior to this step must be available.

Timeline: Within 5 working days



Level II

Principal

Resolves issue, followed by written response to individual or whole staff, dependent on which it affects.

Timeline: Within 3 working days



Level I

Teachers- Staff

Reports issue in question in writing utilizing the "Grievance Report Form" to the Principal

Responsibilities of Grieving Employee:

- File Grievance
- Responsible for moving process from one level to the next if issue not resolved
- Ensure that all written documentation is provided beginning at level 1 and moved on to each appropriate level within appropriate timelines noted

Employee Benefits:

All regular full-time employees may participate fully in the School's benefits programs. Further details concerning plan costs, company and employee contributions, services provided,

etc. may be found in Employee Benefit Packets that are available upon request from the office of the NVCS Business Manager

NVCS is a participating New Mexico Public Schools Insurance Authority (NMPSIA) entity. All benefits are issued via NMPSIA unless otherwise noted.

- Life – All NVCS employees are given a \$50,000 term life policy at no cost. Employees may purchase additional insurance, at their expense.
- Disability – NVCS offers short-term disability policies through AFLAC at employee's expense and long term disability insurance through NMPSIA.
- Medical, Dental and Vision coverage are offered through NMPSIA
- Retirement – NVCS is a participating entity in the New Mexico Educational Retirement Board (NMERB). All employees are required by law to contribute to NMERB. NVCS offers additional retirement plans through AIG Valic.
- Accident – Accidental injury policy is available at employee's expense through AFLAC
- Legal – Legal coverage is available through Pre-Paid Legal.

Domestic Partner Resolution

Resolution: To provide insurance eligibility to domestic partners and to provide the employer's share of the insurance premiums for domestic partners.

WHEREAS, Nuestros Valores Charter School (NVCS) is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our charter school be permitted to authorize participation in the employee benefits lines of coverage to employee's domestic partners; and

WHEREAS the NVCS Governing Board understands that in order for domestic partners to be eligible to participate, an affidavit of domestic partnership must be provided with any additional documentation required by the charter school.

NOW, THEREFORE BE IT RESOLVED, that we, the members of Nuestros Valores Charter School Governing Board wish to offer employee benefits to domestic partners. In addition, we do resolve to provide the employer's share of the insurance premiums for domestic partners.

Adopted this 7th Day of July, 2004. Albuquerque, New Mexico

Mark D. Armijo, Board President

Board Secretary

Reimbursement Policy for Professional Development

Approved by Governance Board on 7-11-02

NVCS encourages and promotes University course work and training, especially coursework that is necessary to obtain or maintain New Mexico state licensure.

To be eligible for reimbursement course(s) must be pre-approved by the Principal.

NVCS will reimburse NVCS employees 100% only for tuition, book expenses, and any associated lab or course fees at an accredited university or college upon the successful completion of the course(s) with passing grades of C or better.

NVCS will reimburse at the University of New Mexico rate of tuition. Employee is responsible for tuition costs which exceed comparable courses offered by UNM. This includes out of state schools, private schools, correspondence and/or Internet courses.

NVCS will not reimburse audit classes or those classes in which a grade of “C” or better is not earned. NVCS will not reimburse any university or college tuition or book expenses if an employee resigns or is terminated from NVCS before the end of the course(s) or fails to successfully complete and earn credit in the course(s).

Holidays

The school observes the following as paid holidays:

- New Years Day
- Martin Luther King Day
- President’s Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

For teachers and other instructional-related faculty and for some support staff, the following additional holidays are observed:

- Fall Break (As approved by the NVCS Governance Board)
- Spring Vacation (As approved by the NVCS Governance Board)
- Winter Vacation (As approved by the NVCS Governance Board)

Other holidays may be scheduled with NVCS Governance Board Approval.

If an observed holiday occurs during an employee’s vacation, the employee is entitled to another day off with pay. Employees who have work- related travel and must work on an observed holiday may take another day off with pay. If an employee is on unpaid leave-of-absence during an observed holiday, no pay is received for that day.

EMERGENCY CLOSURES

School closing Under Emergency Weather or Other Conditions: during emergency conditions, radio and TV stations will be asked to announce school/office closing. Only the NVCS Principal is authorized to issue notification to radio stations concerning school closing or changes in the school hours due to emergency weather conditions. NVCS will follow APS observance of delay or closed days due to inclement weather. Employees and students should listen to their local radio or TV stations for appropriate announcements when weather conditions indicate the possible closing of school. Every effort will be made to get such announcements to the radio and TV stations by 6:00 a.m.

Students and all faculty and staff, except those deemed essential for facilities operations or other compelling reasons by the NVCS Principal, do not report to work. Employees are excused with no loss of pay. The absence is to be recorded on the Time and Attendance Reports as “Administrative Leave.”

ATTACHMENT A

TITLE 6 PRIMARY AND SECONDARY EDUCATION
CHAPTER 60 SCHOOL PERSONNEL-GENERAL PROVISIONS
PART 9 LICENSURE REQUIREMENTS, CODE OF ETHICAL RESPONSIBILITY OF
THE EDUCATION PROFESSION

6.60.9.1 ISSUING AGENCY: Public Education Department
[6.60.9.1 NMAC - N, 04-30-01; A, 10-17-05]

6.60.9.2 SCOPE: All licensed personnel. The New Mexico public education department (PED) hereby sets minimal standards of accepted ethical behavior and professional conduct in education that are applicable to all licensed school personnel, instructional personnel under contract, including any other person who provides instructional or education-related services in a school and who holds any license, certificate or written authority issued by the PED.
[6.60.9.2 NMAC - N, 04-30-01; A, 10-17-05; A, 10-31-06]

6.60.9.3 STATUTORY AUTHORITY: Sections 22-2-1B, 22-2-2J and 22-10A-31 NMSA 1978.
[6.60.9.3 NMAC - N, 04-30-01; A, 10-17-05]

6.60.9.4 DURATION: Permanent
[6.60.9.4 NMAC - N, 04-30-01]

6.60.9.5 EFFECTIVE DATE: April 30, 2001, unless a later date is specified at the end of a section.
[6.60.9.5 NMAC - N, 04-30-01]

6.60.9.6 OBJECTIVE: The PED seeks to make ethical values and ethical leadership an integral part of the day to day activities of schools, and holds all persons within the scope of this rule accountable for adhering to minimal standards of accepted professional conduct and ethical behavior. The PED accepts the recommendations of its professional practices and standards council and the ethics subcommittee that a code of ethics and standards of professional conduct applicable to the education profession will infuse the learning environment with choices and values designed to assist in shaping young minds into educated, responsible citizens.
[6.60.9.6 NMAC - N, 04-30-01; A, 10-17-05; A, 10-31-06]

6.60.9.7 DEFINITIONS: "Ethical misconduct" means behavior or conduct engaged in by a licensed or certified school employee that violates the minimal standards of accepted ethical behavior and professional conduct listed in the standards of professional conduct section of this rule, or that constitutes the grounds for revoking licensure listed in 6.63.8 NMAC except for failure to meet level 3-A competencies.
[6.60.9.7 NMAC - N, 10-31-06]

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

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

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

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

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

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

- (1) recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative of our profession;
- (2) participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education;
- (3) cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns, and those colleagues new to their positions;
- (4) accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities;
- (5) refrain from assigning professional duties to nonprofessional personnel when such assignment is not in the best interest of the student;
- (6) refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues;
- (7) keep the trust under which confidential information is exchanged;
- (8) make appropriate use of the time granted for professional purposes;
- (9) interpret and use the writings of others and the findings of educational research with intellectual honesty;
- (10) maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts;
- (11) respond accurately to requests for evaluation of colleagues seeking professional positions;
- (12) provide applicants seeking information about a position with an honest description of the assignment, the conditions of work and related matters.

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

- (1) apply for or offer a position on the basis of professional and legal qualifications;

- (2) apply for a specific position only when it is known to be vacant and refrain from such practices as underbidding or commenting adversely about other candidates;
 - (3) fill no vacancy except where the terms, conditions, and policies are known;
 - (4) adhere to and respect the conditions of a contract or to the terms of an appointment until either has been terminated legally or by mutual consent;
 - (5) give prompt notice of any change in availability of service, in status of applications, or in change in position;
 - (6) conduct professional business through recognized educational and professional channels.
- [6.60.9.8 NMAC - N, 04-30-01]

6.60.9.9 STANDARDS OF PROFESSIONAL CONDUCT:

A. Preamble

(1) We, licensed New Mexico educators acknowledge that ethical values in our schools cannot exist without ethical leadership. It is our ultimate goal to educate children so that they may become productive citizens; we understand that our guidance and ability to provide choices has a profound effect on reaching this goal. In affording students and each other choices, we agree to consider the consequence of each choice, the moral value best exemplified by the recommended choice, and our position on the choice if it were applied to us. These principles apply equally to all licensed educators in all schools except where they are uniquely applicable to public schools or where they conflict with principles of religious freedom.

(2) Moral values are to ethical leadership what years of experience are to a successful educator. The former sets the stage for success of the latter. Abstract principles that espouse excellence do not easily equate into simple behavioral maxims. We are certain that some foundational concepts can be embraced because they truly celebrate desirable moral values. These concepts are: respect for one's self and others, honesty and openness, the delicate balance between absolute freedom and safety, the equally delicate balance between confidentiality and the right to know, equality of opportunity, fairness to all, and personal integrity.

(3) In the final analysis it is our consistent ethical leadership that wins the most allies and produces the best results. Not only does this code highlight our professional responsibilities, but also it stimulates us to discuss the professional implications of our ethical choices and ethical recommendations, causes us to assess and reassess our application of moral values, and sets forth concrete behaviors appropriate for education professionals. We are committed to this code and understand that it provides minimally accepted standards of professional conduct in education.

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

(1) shall, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Section 1232g, 34C.F.R. Part 99), the Individuals with Disabilities Education Act (20 U.S.C. Section 1401 *et seq.*, 34 C.F.R. Part 300), the Mental Health and Developmental Disabilities Code (Section 43-1-19, NMSA 1978), the Inspection of Public Records Act (Section 14-2-1 *et seq.*, NMSA 1978), the Public School Code (Section 22-1-8, NMSA 1978), and the Children's Code (Sections 32A-2-32, 32A-4-3, NMSA 1978), withhold confidential student records or information about a student or his/her personal and family life unless release of information is allowed, permitted by the student's parent(s)/legal guardian, or required by law;

(2) shall not discriminate or permit students within our control, supervision or responsibility to discriminate against any other student on the basis of race, color, national origin, ethnicity, sex, sexual orientation, disability, religion, or serious medical condition;

(3) shall avoid using our positions as licensed school employees to exploit or unduly influence a student into engaging in an illegal act, immoral act, or any other behavior that would subject a licensed school employee or student to discipline for misconduct whether or not the student actually engages in the behavior;

(4) shall tutor students only in accordance with local board policies, if any, only after written permission from the student's parent(s)/legal guardian, and only at a place or time approved by the local school and/or the student's parent(s)/legal guardian;

(5) shall not give a gift to any one student unless all students situated similarly receive or are offered gifts of equal value for the same reason;

(6) shall not lend a student money except in clear and occasional circumstances, such as where a student may go without food or beverage or be unable to participate in a school activity without financial assistance;

(7) shall not have inappropriate contact with any student, whether or not on school property, which includes but is not limited to:

(a) all forms of sexual touching, sexual relations or romantic relations;

(b) inappropriate touching which is any physical touching, embracing, petting, hand-holding, or kissing that is unwelcome by the student or is otherwise inappropriate given the age, sex and maturity of the student;

(c) any open displays of affection toward mostly-boys or mostly-girls; and

(d) offering or giving a ride to a student unless absolutely unavoidable, such as where a student has missed his/her usual transportation and is unable to make reasonable substitute arrangements;

(8) shall not interfere with a student's right to a public education by sexually harassing a student or permitting students within our control, supervision or responsibility to sexually harass any other student, which prohibited behavior includes:

(a) making any sexual advances, requests for sexual favors, repeated sexual references, any name calling by means of sexual references or references directed at gender-specific students, any other verbal or physical conduct of a physical nature with a student even where the licensed educator believes the student consents or the student actually initiates the activity, and any display/distribution of sexually oriented materials where students can see them; and

(b) creating an intimidating, hostile or offensive work/school environment by at a minimum engaging in any of the prohibited behaviors set forth at Paragraph (7) or Subparagraph (a) of Paragraph (8), Subsection B of 6.60.9.9 NMAC, above.

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

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

(2) shall not orally or in writing misrepresent our professional qualifications;

(3) shall not assist persons into educational employment whom we know to be unqualified in respect to their character, education, or employment history;

(4) shall not make a false or misleading statement concerning the qualifications of anyone in or desiring employment in education;

(5) shall not permit or assist unqualified or unauthorized persons to engage in teaching or other employment within a school;

(6) shall not disclose personal, medical, or other confidential information about other educational colleagues to anyone unless disclosure is required or authorized by law;

(7) shall not knowingly make false or derogatory personal comments about an educational colleague, although first amendment protected comments on or off campus are not prohibited;

(8) shall not accept any gratuity, gift, meal, discount, entertainment, hospitality, loan, forbearance, favor, or other item having monetary value whose market value exceeds \$100, excluding approved educational awards, honoraria, plaques, trophies, and prizes;

(9) shall avoid conduct connected with official duties that is unfair, improper, illegal or gives the appearance of being improper or illegal;

(10) shall not sexually harass any school employee, any school visitor or anyone else we might encounter in the course of our official duties, which includes:

(a) making any sexual advances, requests for sexual favors, repeated sexual references, and name calling by means of sexual references or references directed at any gender-specific individuals named above;

(b) making any other verbal gesture or physical conduct with any of the above-named individuals even where the licensed educator believes they consent or they actually initiate the activity;

(c) displaying or distributing any sexually oriented materials where the above-named individuals can see them; and

(d) creating an intimidating, hostile, or offensive work/school environment by engaging in any of the prohibited behaviors set forth at Subparagraphs (a), (b) or (c), Paragraph (10),

Subsection C of 6.60.9.9 NMAC, above;

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

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

(13) shall not without permission of a supervisor use public school property to conduct personal business or our personal affairs;

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

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

(16) shall not engage in any outside employment:

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

(b) where we use confidential/privileged information obtained from our public school employment as part or all of our private employment duties; and

(c) that impairs our physical ability to perform our school duties;

(17) shall not, with the intent to conceal/confuse a fact, change or alter any writing or encourage anyone else to change or alter any document:

(a) in connection with our official school duties;

(b) in connection with another licensed person's official school duties;

(c) in connection with any standardized or non-standardized testing;

(d) in connection with any school application or disclosure process; and

(e) in connection with any writing submitted to the public education department

related to our initial or continued licensure, including endorsements;

(18) shall not in connection with any state board-approved teacher test knowingly make any misrepresentations about one's identity, or engage in any false or deceptive acts of test-taking or test-registering;

(19) shall not engage in any conduct or make any statement:

(a) that would breach the security of any standardized or non-standardized tests;

(b) that would ignore administering portions or the entirety of any standardized or non-standardized testing instructions;

(c) that would give students an unfair advantage in taking a standardized or non-standardized test;

(d) that would give a particular school or a particular classroom an unfair advantage in taking a standardized or non-standardized test; and

(e) that would assist students in obtaining services or benefits for which they do not qualify or are not entitled;

(20) shall not, when on school property or off campus while representing the school or attending a school function, engage in violent, abusive, indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct which tends to disturb the peace;

(21) shall not hold, or continue to hold, employment for which educator licensure or certification is required when the individual knew, should have known or is informed by the PED, that the individual does not hold the required credentials; and

(22) shall not use school information technology equipment, hardware, software or internet access to view, download, display, store or print pornographic images or advertisements, nude images, or sexually explicit depictions or language;

(23) shall not engage in unprofessional conduct, which conduct shall include but not be limited to the following:

(a) striking, assaulting or restraining a student for no valid reason;

(b) using any written or spoken words in public schools or at school events that are inflammatory, derogatory or otherwise demonstrate a bias against a person or group, on the basis of their

race, religion, culture, ethnicity, sexual preference, sexuality or physical disability;

- (c) bringing firearms onto school property or possessing them on school property, except with proper authorization;
- (d) possessing or consuming alcohol beverages at school;
- (e) possessing or using illegal drugs;
- (f) being under the influence of alcohol or illegal drugs at school;
- (g) actively obstructing an investigation into the possible unethical or illegal conduct of a school employee; and
- (h) engaging in favoritism or preferential treatment toward any school employee or applicant in regards to that individual's hiring, discipline, terms of employment, working conditions or work performance due to that individual's familial relationship with the licensee;

(24) shall report any knowledge of inappropriate contact, as provided by Paragraph (7) of Subsection B of 6.60.9 NMAC with a student or other school employee to the local school authority within 30 days of obtaining such knowledge.

[6.60.9.9 NMAC - N, 04-30-01; A, 10-17-05; A, 10-31-06]

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

[6.60.9.10 NMAC - N, 04-30-01; A, 10-17-05; A, 10-31-06]

6.60.9.11 DISSEMINATION OF THIS CODE: The PED shall adopt measures to ensure that this code of ethical responsibility receives the widest possible dissemination to all persons falling within its scope. Such measures include but are not limited to:

- A. providing information about the code of ethical responsibility directly through the PED and the PED's application process;
- B. providing information about the code of ethical responsibility to all school districts, charter schools, and non-public schools accredited by the PED;
- C. notifying any school district, charter school or private school accredited by the PED of the decision and order of the PED after the PED has taken final licensure action against one of that school's PED licensed employees based in whole or in part on a failure to comply with the standards of professional conduct;
- D. any other reasonable measure that is calculated to result in the widest dissemination of the PED's code of ethical responsibility and notification of the consequences of failure to comply with the standards of professional conduct.

[6.60.9.11 NMAC - N, 04-30-01; A, 10-17-05; A, 10-31-06]

6.60.9.12 REPORTING REQUIREMENT: It is the duty of each school superintendent or charter school administrator to provide prompt written notification to the director of the educator ethics bureau after taking final action to discharge or terminate the employment, based in whole or in part on a violation of the standards of professional conduct in this rule, of any certified or licensed school employee, or any other person providing instructional or education-related services in a school under written authority of the PED.

[6.60.9.12 NMAC - N, 04-30-01; A, 10-17-05; A, 10-31-06]

HISTORY OF 6.60.9 NMAC:

PRE-NMAC REGULATORY FILING HISTORY: The material in this part was derived from that previously filed with the State Records Center and Archives under:

SBE Regulation No. 90-4, Professional Licensure Unit Operational Bylaws of the Professional Standards Commission including Code of Ethics of the Education profession, filed November 21, 1990.

SBE Regulation No. 93-16, Professional Licensure Unit Operational By laws of the Professional Standards Commission including Code of Ethics of the Education Profession, filed July 20, 1993.

NMAC HISTORY:

6 NMAC 4.2.1.1, Operational Bylaws of the Professional Standards Commission Including Code of Ethics of the Education Profession, filed December 11, 1998.

HISTORY OF REPEALED MATERIAL: [RESERVED]