

CIEN AGUAS INTERNATIONAL SCHOOL



EMPLOYEE HANDBOOK

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SECTION I: FOUNDATIONS AND BASIC COMMITMENTS

Introduction

This Employee Handbook provides a summary of employee benefits and guidelines with respect to your employment. It does not cover all aspects of your employment with Cien Aguas International School. You are responsible for reading and understanding this Employee Handbook. If anything is unclear, or if you have any questions, please discuss them with your supervisor. The handbook may be revised from time to time, as needed, by the Cien Aguas Governing Council.

This Handbook is not intended to constitute a contract of employment or any part of a contract of employment, express or implied.

Mission Statement

CAIS is a K-8 school with a focus on dual language instruction, inquiry, and environmental sustainability. Cien Aguas seeks to develop students who can ask and investigate important questions about the world around them, are committed to a sustainable society, and are working toward cross-cultural competence, bilingualism and biliteracy in Spanish and English.

Statement of Commitment to Staff

Cien Aguas is committed to ensuring employees are treated fairly and are respected as professionals. To this end, the school is committed to ensuring that:

- The school will only recruit and select highly capable and innovative employees;
- A work environment exists which unites employees and generates enthusiasm for the students and their families;
- The school and its' employees maintain the highest standards of ethics;
- Each employee recognizes and understands the importance of his/her role in the school's success; and,
- The school is committed to providing training and opportunities for advancement.

SECTION II: EMPLOYMENT POLICIES

Open Communication Policy

CIEN AGUAS encourages you to discuss any issue or conflict you may have with a co-worker directly with that person. If a resolution is not reached, please arrange a meeting with your supervisor to discuss any concern, problem or issue that arises during the course of your employment. Retaliation against any employee for the appropriate use of communication channels is unacceptable. Please remember that it is counterproductive for employees to create or repeat rumors or gossip. For situations requiring additional support, please see the "Dispute Resolution and Grievance Policy".

Customer and Community Relations

The success of CIEN AGUAS depends upon the quality of the relationships between CIEN AGUAS, our employees, customers and community. Our customers' impressions of CIEN AGUAS and their interest and willingness to send their children to our school are greatly influenced by the people who serve them. As an employee, you are an ambassador of CIEN AGUAS. The more "good" you promote, the more our "customers" will respect and appreciate you, CIEN AGUAS and the programs we offer to students.

Dress Code and Personal Appearance

Staff members are expected to be professionally attired and groomed during working hours and when representing CIEN AGUAS. If your supervisor determines that your attire and/or grooming is out of place, you may be asked to leave the workplace until you are properly attired and/or groomed. In no case shall the dress/grooming standards for employees be less than those prescribed for students in the Cien Aguas Manual. Principals/Supervisors are expected to counsel staff assigned to their location on appearance and conduct. Employees who violate dress code standard may be subject to disciplinary action, up to and including discharge.

Equal Opportunity

CIEN AGUAS is an equal opportunity employer. The School prohibits discrimination on the basis of disability, race, ethnicity, color, sex, sexual orientation, national origin or ancestry, religion, age, veteran status and/or any other protected status as defined by law, in all facets of employment, compensation, promotion, transfer, demotion, layoff, discharge or selection for School-sponsored training programs. Discriminatory behavior violates state and federal laws and regulations.

Reasonable Accommodation of Individuals with Disabilities

The School makes reasonable accommodations to qualified employees with disabilities for the performance of essential job functions without undue hardship to the School. Accommodations are reviewed case by case in accordance with the Americans with Disabilities Act and any state or local laws that prohibit disability discrimination.

Responsibility

All CIEN AGUAS employees, and particularly supervisors, have a responsibility for keeping our work environment free of harassment and discrimination. Any employee, who becomes aware of an incident of harassment or discrimination, whether by witnessing the incident or being told of it, must report it to the administration of CIEN AGUAS. When the School becomes aware of the existence of harassment or discrimination, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the School to do so. If the administration is the source of the harassment or discrimination, the incident must be reported to the Chairperson of the Cien Aguas Governing Council.

Harassment and Discrimination

CIEN AGUAS intends to provide a work environment that is pleasant, professional, and free from intimidation, hostility or inappropriate behavior which might interfere with work performance. Harassment or discrimination of any sort - whether verbal, physical, or visual based upon race, color, religion, gender, age, sexual orientation, gender identity, national origin or ancestry, disability, veteran status, or other protected status defined by law, will not be tolerated. Workplace harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes or statements, pranks, intimidation, physical assaults or contact, or violence. Harassment is not necessarily sexual in nature. It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing. Other prohibited conduct includes written material such as notes, photographs, cartoons, articles of a harassing or offensive nature, and retaliatory action against an employee for discussing or making a harassment complaint.

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature when such conduct creates an offensive, hostile and intimidating working environment and prevents employees from effectively performing the duties of their position. It also encompasses such conduct when it is made a term or condition of employment or compensation, either implicitly or explicitly and when an employment decision is based on an individual's acceptance or rejection of such conduct. It is important to note that sexual harassment crosses age and gender boundaries and cannot be stereotyped. In some situations, sexual harassment may even involve two women or two men.

Reporting Harassment or Discrimination

If there is no threat of violence, CIEN AGUAS encourages you to communicate directly with the alleged harasser and make it clear that the harasser's behavior is unacceptable, offensive or inappropriate, although you are not required to do so. In addition, if you believe you have been subject to harassment or discrimination, you are required to immediately notify your supervisor at CIEN AGUAS. All complaints will be investigated promptly and as discreetly and confidentially as is reasonably possible. If harassment or discrimination by an employee is established, CIEN AGUAS will take appropriate disciplinary action against the offender. Disciplinary action can range from verbal warnings to discharge, depending on the circumstances. CIEN AGUAS will also take any additional action necessary to appropriately remedy the situation. Retaliation of any sort will not be permitted. No adverse employment action will be taken for any employee making a good faith report of alleged harassment. CIEN AGUAS accepts no liability for harassment or discrimination of one employee by another employee. The individual who makes unwelcome advances, threatens or in any way harasses or discriminates against another

employee is personally liable for their actions and the consequences. CIEN AGUAS may or may not provide legal, financial or any other assistance to an individual accused of harassment or discrimination if a legal complaint is filed. CIEN AGUAS prohibits any employee from retaliating in any way against anyone who has raised any concern about harassment or discrimination against another individual.

Reporting Child Abuse

According to New Mexico law, ANYONE who suspects or has knowledge of abuse or neglect must report it. Failure to report is a misdemeanor under the law. Under New Mexico's Children Code Section 32A-4-3 **you MUST report child abuse or neglect to the appropriate authorities.**

Report child abuse if you see:

- The child has current marks or bruises
- The student needs immediate medical attention
- You suspect sexual abuse

Call CYFD (Children, Youth and Families Department) at 1-800-797-3260 or in Albuquerque 841-6100. Immediately notify your supervisor.

Employee Safety

The policy of the *Cien Aguas Governing Council* is to take all reasonable steps to safeguard employees, students, and the public from accidents and to provide a safe, healthy work and educational environment.

Employees shall devote their full skill and attention to the performance of their job. Employees shall follow all safety rules and regulations including the use of protective clothing, devices, or equipment. Employees are required to attend all training sessions related to an employee's job, and follow all warning signs or signals or the commands or directions of supervisory personnel.

Reporting Safety Issues/Accidents

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your supervisor. If you or another employee is injured, contact outside emergency response agencies, if needed. If an injury does not require medical attention, a Supervisor and Employee Report of Accident Form must still be completed in case medical treatment is later needed and to ensure that any safety hazards are corrected. The Employee's Claim for Workers' Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred. Federal law requires that we keep records of all illnesses and accidents that occur during the workday. The New Mexico State Workers' Compensation Act also requires that you report any workplace illness or injury to your supervisor, no matter how slight. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits. In the case of serious injury, an employee's reporting obligation will be deferred until circumstances reasonably permit a report to be made. Failure to report an injury or illness may preclude or delay the payment of any benefits to the employee.

Parking Areas

You are asked to use the parking areas designated for employees. Remember to lock your car every day and park within the specified areas. CIEN AGUAS is not responsible for any loss,

theft or damage to your private vehicle or any personal property. Courtesy and common sense in parking will help eliminate accidents, personal injuries, and damage to your vehicle and to the vehicles of other employees. If you should damage another car while parking or leaving, immediately report the incident, along with the license numbers of both vehicles and any other pertinent information you may have, to law enforcement and your insurance as required. Your supervisor should also be notified of the incident if it happens on school property.

Drug Free Workplace

CIEN AGUAS has adopted a Drug Free Workplace Policy. The unlawful possession, dispensing, distribution manufacture, sale or use of controlled substances and alcohol in the workplace by a CIEN AGUAS employee is prohibited on school premises or as part of any CIEN AGUAS activity. Being under the influence of controlled substances and/or alcohol by an employee is prohibited in the workplace, on the school premises or as any part of a CIEN AGUAS activity. Employees are required to notify their supervisor within five (5) days of any conviction under a criminal controlled-drug related violation occurring in the workplace. Failure by an employee to report such a conviction may be grounds for disciplinary action. Violation of this policy will result in disciplinary action, up to and including discharge, and referral to law enforcement. If an employee is suspected of drug and/or alcohol use in the workplace, the school may have the employee tested at the school's expense. If additional testing is required, it may be at the employee's expense.

Search of School Issued/Personal Property

CIEN AGUAS reserves the right to search and inspect the worksite, personal articles brought onto school premises, and vehicles on school premises for the maintenance of a safe drug-free workplace. School property and equipment is subject to search at any time. Any personal property that an employee does not wish to be subject to search should be left at home.

Tobacco Free Workplace

Use of tobacco or tobacco products on campus and during CIEN AGUAS activities is prohibited.

Violence in the Workplace

CIEN AGUAS prohibits violence in the workplace. Acts or threats of physical violence, including intimidation, harassment and/or coercion which involve or affect CIEN AGUAS or its employees or which occur on CIEN AGUAS property will not be tolerated. This applies to all persons involved in CIEN AGUAS' operation, including personnel, contract and temporary employees and anyone else on CIEN AGUAS property. Any act or threat of violence will result in disciplinary action, up to and including discharge, and referral to law enforcement. Examples of workplace violence include, but are not limited to:

- a. All threats or acts of violence occurring on CIEN AGUAS property, regardless of the relationship between CIEN AGUAS and the parties involved.
- b. All threats or acts of violence occurring off CIEN AGUAS property involving someone who is acting as a representative of CIEN AGUAS.
- c. Grabbing, hitting or shoving an individual.
- d. Threatening an individual or his/her family, friends, associates or property with harm.
- e. Intentional destruction of or threats to destroy CIEN AGUAS property.
- f. Making harassing or threatening phone calls.
- g. Harassing surveillance or stalking.
- h. Unauthorized possession or inappropriate use of firearms or weapons.

- i. Intimidating or harassing students, staff or parents.

Certified employees have the right to use such force as is necessary to protect themselves, students, or other employees from physical injury which they reasonably believe might result from actual or threatened physical attack on themselves, students, other persons or employees. No disciplinary action shall be taken against a certified employee who acts in self-defense or defense of others, if the administration is satisfied after investigation that the defensive action, including the amount of force used, was appropriate under the circumstances.

Possession of Weapons

CIEN AGUAS and federal laws prohibit all persons in and around School property from carrying a handgun, firearm, knife or other weapon of any kind regardless of whether the person is licensed to do so. CIEN AGUAS also prohibits all employees from having a handgun, firearm, knife or other weapon of any kind in their personal vehicle when that vehicle is being used on CIEN AGUAS business. The only exceptions to this policy are police officers, security guards or other persons who have been given written consent by CIEN AGUAS to carry a weapon on the property or in their vehicle.

Employee Technology Acceptable Use

All employees must have a signed Rules of Appropriate Use Staff Form policy agreement form on file. The use of school technology resources is a privilege granted to employees for the enhancement of job-related functions. Employees may have limited access to these resources for personal use, if they comply with the professional standards and the school's acceptable use policies. Violations of this policy may result in the revocation of this privilege. Employees may also face disciplinary action up to and including discharge, civil litigation, and/or criminal prosecution for misuse of these resources.

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

Users are not allowed to:

1. Upload or otherwise transfer out of the school's direct control any software licensed to the school or data owned or licensed by the school without explicit written authorization.
2. Acquire or use unauthorized copies of computer software.
3. Use IT resources to reveal confidential or sensitive information, student data, or any other information covered by existing state or federal privacy or confidentiality laws, regulations, rules, policies, procedures, or contract terms. Staff who engage in the unauthorized release of confidential information via the school's IT resources will be subject to sanctions in existing policies and procedures associated with unauthorized release of such information.
4. Download executable software, including freeware and shareware, unless it is required to complete their job responsibilities.
5. Use school IT resources to intentionally disable or overload any computer system or network, or to circumvent any system intended to protect the privacy or security of the school's IT resources.
6. Unauthorized dial-up access to the Internet is prohibited from any device that is attached to any part of the school's network.

7. Access, store, display, distribute, edit, or record sexually explicit or extremist material using school IT resources. Violation of this policy may result in immediate disciplinary action up to and including discharge from employment. The incidental and unsolicited receipt of sexually explicit or extremist material, such as might be received through email, shall not constitute a violation of this section, provided that the material is promptly deleted and neither stored nor forwarded to other parties.
8. Access or attempt to access IT resources for which they do not have explicit authorization by means of user accounts, valid passwords, file permissions or other legitimate access and authentication methods. It is a violation of school policy to grant another individual access to any school accounts that have been authorized to you; or use another individual's school authorized accounts, user-ids and/or passwords.

Personal Use of the Internet: Occasional and incidental personal use of the school's IT resources and Internet access is allowed subject to limitations. Personal use of the internet is *prohibited if:*

1. It materially interferes with the use of IT resources by the school; or
2. Such use burdens the school with additional costs; or
3. Such use interferes with the staff member's employment duties or other obligations to the school; or
4. Such personal use includes any activity that is prohibited under any school policy.

CIEN AGUAS may install software and/or hardware to filter, monitor and/or record all IT resources usage, including email and Web site visits. The school retains the right to record or inspect any and all files stored on school systems.

Violation of this policy may result in immediate disciplinary action up to and including discharge from employment.

Employee Dispute Resolution/Grievance Policy and Process

Purpose:

The purpose of this Policy is to provide an accessible and fair procedure for the reporting and resolution of legitimate employment-related concerns of, or conflicts between, Cien Aguas International School employees in a timely and equitable manner. The intent of this process is to support communication and dialogue among Cien Aguas International School staff, to encourage internal resolution of conflicts between staff/staff administration /staff and Cien Aguas Governing Council in a safe environment, at the lowest appropriate level, and to clarify the roles of administration and Cien Aguas Governing Council in dispute resolution. All grievances and disputes shall be processed as provided herein.

Definitions:

1. "Day" shall mean working school days.
2. A "grievance" shall mean an allegation by an employee or a group of employees with the same claim that there has been a violation, misinterpretation, or inequitable application of any provision of the Handbook, or any other administrative rule, policy, or procedure, which negatively impacts the grievant(s).
3. "Grievant" or "aggrieved party" shall mean an employee or a group of employees who is affected by a grievance as defined above.
4. "Mediation" is the confidential process by which an impartial third party or a team of co-mediators facilitates a mutually acceptable resolution between parties.

5. "Parties of interest" shall be the grievant and the administrator, Cien Aguas Governing Council member, or other employee(s) of the school whose actions or conduct are the subject of the grievance.
6. "Relief" or "remedy" shall mean the recommended resolution by the grievant.
7. "Resolution" shall mean the written decision by the appropriate authority in response to the grievance.

Applicability:

The following situations are not subject to this Grievance Policy:

1. The contents of an evaluation of an employee by his/her immediate supervisor;
2. Discharge or termination decisions made by the administration or the Cien Aguas Governing Council for which recourse is provided through state statute,
3. Discharge or termination decisions made by the administration or Cien Aguas Governing Council for "At Will" employees or those with less than three years of employment with the School.
4. Situations in which the remedy for the alleged violation resides exclusively in some person, agency, or authority other than Cien Aguas International School, its administration or Cien Aguas Governing Council;
5. A former employee cannot file a grievance after the effective date of separation from employment.

The following situations are subject to this Grievance Policy:

1. Claims of violation or misapplication of the evaluation process;
2. Written warnings, letters of reprimand and/or disciplinary actions relating to work performance.

GENERAL PROCEDURES AND REQUIREMENTS

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be a maximum, and every effort shall be made to proceed as quickly as possible. The time limits specified will be extended if mutually agreed to in writing by the grievant and the administrator receiving the grievance at that level due to a long holiday.
2. Effort to resolve the grievance through Informal Processes 1 and 2 must be attempted within 8 work days of the act or discovery of that act that caused the grievance. If informal efforts are unsuccessful, the aggrieved employee must file a written grievance within this 8-day period.
3. No employee shall suffer retaliation, recrimination, discrimination, harassment, or be otherwise adversely affected because of his/her use of or participation in this grievance process.
4. Failure of the grievant to file or appeal the grievance within the time limits specified shall result in dismissal of the grievance, with prejudice (the same incident may not provide the basis for a future grievance). In the event the administrator fails to submit the decision in writing within specified time limits, the grievant may proceed directly to the next level.
5. Whenever possible, any grievance conference, mediation, or hearing at any level shall be scheduled during a mutually convenient time that does not conflict with the regularly scheduled school program.

6. All expenses for release time, substitutes, or coverage shall be borne by the school when hearings, mediation, or conferences must be scheduled during the school day. All expenses for professional mediators or hearing officers shall be borne by the school.
7. A grievant shall have the right to bring to hearings, mediations or conferences such witnesses as are willing to testify in his/her behalf. Any necessary substitutes or release time for staff who serve as witnesses shall be provided with all expenses borne by the school.
8. A separate file shall be maintained by the school for grievances. All documents produced during the grievance process, including any documents relating to mediation, shall be filed therein. This file shall not become part of the employee's personnel file and shall not be included when authorized individuals seek legitimate access to the employee's personnel file.
9. Confidentiality is an essential element to the objectivity and efficacy of the grievance proceedings, and shall be maintained by all parties, including grievant, administrators, and Cien Aguas Governing Council members. Confidentiality shall be construed to mean the exercise of sound judgment regarding the appropriateness of the recipient, context, nature, substance, and intention of disclosure of any details regarding the issue at grievance or the grievance process, by any party to the grievance. The requirement of confidentiality shall not prevent any party to the grievance from discussing the grievance in confidence with trusted friends or colleagues for the purpose of guidance or counsel. Confidentiality requires restraint at all times from discussing the grievance with students, or in any public or community forum, or in a manner to promote divisiveness. All parties are encouraged to recognize the importance of confidentiality in the maintenance of professional relationships within the Cien Aguas International School community.
10. The resolution of the grievance shall be made public only upon written agreement between the grievant and the administration, or the grievant pursues outside remedies after exhaustion of the internal grievance process, or as otherwise stipulated in the mediation or hearing settlement.
11. All parties shall maintain confidentiality regarding any settlement achieved through mediation. The mediator, mediation process or settlement achieved shall not be subject to review, discovery, witness, or testimony in the event the grievant pursues outside remedies after exhaustion of the internal grievance process.
12. The mediator, hearing officer, or administrator responsible for rendering a decision may not change or add to the handbook, policies, or administrative rules.
13. All grievances shall be processed as provided herein, and shall be filed and processed on grievance forms prepared by the school and available in the office of the administration.
14. The grievant must exhaust internal remedies through this grievance procedure before seeking remedies in outside administrative agencies or court.
15. As the intention of this process is to resolve issues internally, legal counsel shall not be admitted at any level of the grievance proceedings.

PROCESS:

Informal Process 1- Self-Assessment

- A. The employee is encouraged to consider, individually and personally, his/her role in the situation creating the concern, conflict, complaint, or grievance. What are the issues? How did my response, behavior, attitude contribute to the situation? What could I have done differently? What are my motives if I choose to pursue this issue?

- B. The employee may find it appropriate to discuss the situation and to seek guidance in confidence with a trusted colleague or administrator. Such dialogue shall not be cause for that individual to recuse him/herself from participation or decision making as called for in subsequent levels of this procedure.
- C. If this self-evaluation yields a decision to pursue the issue through this process, the employee is encouraged to do so with the goal of resolution, conciliation, and maintenance of professional and productive working relationships, rather than retribution.
- D. The employee with the concern is encouraged to put in writing the issue causing the dispute, and suggested solutions. This document may be for private use, or may be shared in the next step:

Informal Process 2- Dialogue

- A. Prior to filing a formal written grievance, and within 8 work days of the act or discovery of that act that caused the conflict or grievance, the employee shall first discuss the issue with the person with whom he/she has the dispute.
- B. If the issue is between two employees, a good-faith effort to resolve the issue through dialogue or self-mediation is recommended. To facilitate this dialogue, both employees are encouraged to put in writing the issues causing the dispute, and suggested solutions. The disputants may find this to be a valuable tool to share with each other in order to find common ground upon which to build resolution.
- C. If a conflict is not able to resolved informally, the employee may choose to file a grievance at Formal Level 1.

Formal Level 1-Administration

- A. If a dispute is not resolved through informal dialogue, and the grievant wishes to proceed with the process, the grievant shall submit the grievance in writing to the administration within 8 working days of the act or discovery of the act which caused the conflict or grievance. The grievant may include documentation and other evidence. The administration, at their discretion, may interview witnesses and other parties of interest, and/or may meet with the grievant and/or the other parties of interest.
- B. The administration, with the agreement of the parties to the dispute, may conduct a mediation or may proceed directly to Level 2-Mediation.
- C. In any meeting held as part of this level, the grievant or any party in interest may be accompanied by a colleague who will serve as an observer. The observer may not advocate for any party.
- D. The administration shall submit his/her response and proposed resolution to the grievant, in writing, within 4 work days of receipt of the written grievance.
- E. Should the grievance be filed against the administration, the grievant shall submit the grievance in writing to the Chair of the Cien Aguas Governing Council, within 8 working days of the act or discovery of the act which caused the conflict. The Cien Aguas Governing Council will appoint a mediator who will attempt a resolution between the parties. Should this mediation be unsuccessful, a hearing will be held before the Cien Aguas Governing Council.

Formal Level 2- Mediation

- A. If the grievant is not satisfied with the administration's response, or if the administration fails to issue a timely written response, and the grievant wishes to proceed with the

process, the grievant may, within 4 work days after the decision was received or due, submit a Request for Mediation at Level 2.

- B. The administration shall appoint a qualified mediator or co-mediators. The mediator/s may be trained internal mediators, external volunteer community mediators, external professions mediators, or a combination. If any party in interest, including the mediator(s), can demonstrate a conflict of interest, another mediator shall be appointed. Any party may request that the services of a professional mediator be engaged; the administration has the sole discretion and authority to make this determination.
- C. The mediator shall be provided with the employee's initial grievance, the supervisor's response, and the employee's Request for Mediation.
- D. The mediation shall be conducted within 8 work days of submission of the Request for Mediation. The mediator(s) shall attempt to facilitate resolution by the parties.
- E. All parties shall maintain confidentiality regarding settlement achieved through mediation. Any settlement achieved shall be shared only with those who need to know in order to effectuate the settlement, and shall be filed in the separate grievance file.
- F. The mediator, mediation process or settlement achieved shall not be subject to review, discovery, witness, or testimony in the event the grievant pursues outside remedies after exhaustion of the internal grievance process.
- G. Observers are not part of the mediation process. Any non-party witness providing testimony in the mediation context must leave the proceedings immediately after testifying.

Formal Level 3- Cien Aguas Governing Council

- A. In the event that a mutually satisfactory resolution is not achieved through mediation, and the grievant wishes to proceed with the process, the grievant may, within 4 work days of the mediation, submit a Request for Hearing to the Chair of the Cien Aguas Governing Council, with a copy to the administration.
- B. In the event that the grievant can demonstrate that a settlement achieved through mediation has been violated within 20 working days of the settlement, the grievant may submit a Level 3 Request for Hearing.
- C. The Chair of the Cien Aguas Governing Council shall serve as or appoint a Hearing Officer and shall conduct a closed, informal hearing within 8 work days of receipt of the request. The Chair has the sole discretion and authority to engage the services of a professional external Hearing Officer. An external Hearing Officer shall be required whenever the action of the Cien Aguas Governing Council is the subject of the grievance.
- D. As an alternative, the Chair may determine that the hearing shall be held before the entire board in executive session. Any board member who is involved in the dispute, or who has a conflict of interest with the grievant or any party in interest, shall disclose such conflict and shall recuse him/herself from the hearing or decision making process.
- E. In the event that release time or substitute employees may be necessary, the parties in interest shall provide a list of witnesses to the Hearing Officer or Chair a minimum of 2 work days prior to the hearing. The parties shall, at the same time, indicate the name of the representative or advocate, if any. Legal counsel shall not be admitted to the grievance hearing proceedings.
- F. The grievant shall submit all documentation and evidence submitted at Formal Level 1 to the Hearing Officer a minimum of 2 work days prior to the hearing. The other parties to the dispute may submit documentation and evidence to the Hearing Officer within this

time frame. New evidence or documentation may be submitted only with 2 days prior notification to both parties, as verified by the Hearing Officer.

- G. The procedure for the hearing is as follows:
 - 1. The grievant shall present his/her grievance first, through oral statement, documentation, evidence, testimony of witnesses etc.
 - 2. The other party (parties) in interest to the grievance shall present their responses, which may also include documentation, evidence, testimony, etc.
 - 3. The Hearing Officer or Chair may ask any questions deemed necessary of parties or witnesses.
 - 4. The Hearing Officer or Chair shall make arrangements for a taped recording or written minutes of the proceedings. A verbatim written transcript is not required; any minutes or other written record shall fairly reflect the substance of the hearing.
 - 5. The Hearing Officer may impose reasonable time limits on each party's presentation.
- H. The Hearing Officer or Chair may not change, add to or delete from existing policies, handbook, administrative rules, or procedures of Cien Aguas International School.
- I. The Hearing Officer or Chair shall, within 8 work days after the hearing, render the decision in writing, setting forth the resolution and reasons therefore, and determination of relief, if appropriate, regardless of the relief requested. The written decision shall be transmitted to the grievant and all parties in interest.
- J. All parties shall maintain confidentiality regarding grievance proceedings.
- K. Level 3 concludes the Cien Aguas International School's internal Employee Dispute Resolution/Grievance Process.

Domestic Partnership Policy

The Governing Board of the Cien Aguas International School hereby adopts the following standards for the recognition of an employee's domestic partnership status for the purpose of such an employee qualifying their respective domestic partners and dependent children for insurance benefits and other rights and privileges accorded to spouses and their dependent children. The employee and his/her domestic partner must:

- 1, be in an exclusive and committed relationship for each other's benefit, and such relationship must be similar to a marriage relationship in the State of New Mexico;
- 2. share a primary residence and have so shared for at least the twelve consecutive months next prior to the date of execution of the affidavit, copy of which is annexed hereto and referenced herein below;
- 3. be jointly responsible for each other's common welfare and share financial obligations;
- 4. be neither married or party to another domestic partnership arrangement;
- 5. both be at least 18 years of age;
- 6. both be legally competent to execute the Affidavit of Domestic Partnership, copy of which is annexed hereto;
- 7. be unrelated by blood to a degree of consanguinity which would preclude a lawful marriage of a heterosexual couple under the laws of the State of New Mexico; and
- 8. have executed an original of the Affidavit of Domestic Partnership, copy of which is annexed hereto.

Further, the Governing Board hereby adopts the following standards of eligibility for the extension of benefits to the dependent children of the domestic partner. The eligible dependent child must:

- 1. be a biological child of the domestic partner; or
- 2. be the adopted child of the domestic partner; or

3, have been placed in the domestic partner's household as part of an adoptive placement, legal guardianship, or court order (not including foster children), Further, the domestic partner parent of the dependent child or children must have executed the original of an affidavit to the foregoing effect, in form and content as hereunto annexed. Further, in implementation of this Policy, Cien Aguas International School shall retain in its files the originals or exemplified true copies of all Affidavits of Domestic Partnership submitted by employees and transmit originals or exemplified copies thereof to the New Mexico Public Schools Insurance Authority.

FERPA (Family Educational Rights and Privacy Act) Policy

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

(1) The right to inspect and review the student's education records within 45 days of the day the School receives a request for access.

Parents or eligible students should submit to the School principal or principal's designee a written request that identifies the record(s) they wish to inspect. The principal or designee will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

(2) The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the School to amend a record should write the School principal or designee, clearly identify the part of the record they want changed, and specify why it should be changed. If the School decides not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

(3) The right to privacy of personally identifiable information in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the Governing Council; a person or company with whom the School has outsourced services or functions it would otherwise use its own employees to perform (such as an attorney, auditor, medical consultant, or therapist); a parent or student serving on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.

(4) The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office, U.S. Department of Education

400 Maryland Avenue, SW Washington, DC 20202

The School will provide annual notification of rights under FERPA to each family of an enrolled student, substantially in the Cien Aguas Manual as well as on the School's website.

Workers' Compensation Policy

CIEN AGUAS INTERNATIONAL SCHOOL maintains workers' compensation insurance coverage for employees who sustain an injury or illness compensable under the New Mexico Workers' Compensation laws. CIEN AGUAS INTERNATIONAL SCHOOL pays the full cost of the workers' compensation insurance. All workers' compensation claims are subject to evaluation and investigation by CIEN AGUAS INTERNATIONAL SCHOOL and its insurance carrier. Employees injured while performing duties related to their assigned job at CIEN AGUAS INTERNATIONAL SCHOOL must report the injury promptly to administration.

- Employer Selects Initial Health Care Provider;
- Injured Worker may use Leave (Sick, Vacation or PTO) until Accumulated Leave has been Exhausted;
- Injured Worker is allowed to have their portion of insurance premiums, retirement contributions, etc., deducted from payments of their accumulated leave until the accumulated leave has been exhausted;

WORKERS' COMPENSATION BENEFITS

In accordance with applicable workers' compensation statutes, all employees of the employer Cien Aguas International School who have a work-related injury are eligible for coverage.

REPORTING ACCIDENTS

All work-related accidents or injuries must be reported immediately to the injured employee's supervisor by completing and submitting the Notice of Accident form (NOA), whether or not medical care is needed. The employee's supervisor must complete the Supervisor's Accident Investigation Report form. Both documents are submitted within twenty-four (24) hours from the time the supervisor was informed of the accident to the employer's designated workers' compensation benefit specialist. The workers' compensation benefit specialist will then complete the Employers' First Report of Accident form. All three forms are then forwarded to the employer's insurance carrier or third party administrator within seventy-two (72) hours from the employer's first knowledge of the accident.

MEDICAL TREATMENT

Emergency Medical Treatment: When an injury or illness is life threatening in nature, the injured worker shall seek emergency treatment at the nearest emergency facility or by calling 911. After the emergency has abated, the injured worker will notify in writing the employer of the work related injury and present any disability or return to work notices. Upon such notice, the employer shall notify the worker in writing at that time whether the employer has elected to direct medical care to a selected health care provider or permit the worker to initially select the health care provider.

INITIAL SELECTION OF HEALTH CARE PROVIDER: The New Mexico Workers' Compensation Statute allows the employer Cien Aguas International School to select the initial health care provider.

- Employer Elects to Make the Initial Selection of Health Care Provider: Employer Cien Aguas International School elects to have injured workers treated at:
Concentra, 801 Encino Place NE, Suite E12
Albuquerque, NM 87102 505-842-5151

WORKERS' COMPENSATION BENEFITS

Medical Benefits: These benefits include all medical, surgical, and drug expenses that are reasonable, necessary and related to the work injury.

Lost Wage Benefits (indemnity payments): When an employee has been removed from work by an authorized health care provider and cannot earn wages, workers' compensation provides payments based on a portion of his or her average weekly wage up to a maximum limit set by the New Mexico Workers' Compensation Statute. The first seven (7) days (consecutive or non-consecutive) of disability is considered to be the waiting period and no indemnity benefits are due. Indemnity payments will be calculated and issued in accordance with applicable statutes and laws.

Use of Sick Leave for Work Related Injury: When an absence is due to a work-related occurrence, the initial seven (7) days are the statutory waiting period in which no indemnity benefits are paid under the workers' compensation claim. The seven (7) day period can be consecutive or non-consecutive days and must be charged to available Leave (Sick, Vacation or PTO).

If the worker continues to be disabled after the seven (7) day waiting period, the worker may be entitled to workers' compensation indemnity benefits at an amount equal to 66 2/3% of the worker's average weekly wage or up to the statutory maximum allowed at the time of the injury.

In order to allow the worker to maintain other employment benefits such as health insurance premiums for family members and dependents, the worker is permitted to use available Leave (Sick, Vacation or PTO) in addition to workers' compensation indemnity benefits to equate to 100% of the worker's gross wage. The worker will not be paid in excess of 100% of gross wage when both Leave (Sick, Vacation or PTO) and compensation benefits are combined. The worker will not be entitled or permitted to any advancement of additional paid sick leave that the worker might potentially accrue during the balance of the fiscal year.

If the worker's disability extends past 28 days, the worker will then be paid workers' compensation indemnity benefits for the initial seven (7) days of absence. If this occurs, then the worker is required to notify employer Cien Aguas International School in writing for proper reimbursement of Leave (Sick, Vacation or PTO).

PAYMENT OF INSURANCE PREMIUMS WHILE DISABLED FROM WORK

When an absence is due to a work-related occurrence, the worker will not receive wages from the employer. At the time of a qualifying disability, it will be necessary for the worker to pay their portion of any insurance premiums directly to the employer, or, if the worker uses Leave (Sick, Vacation or PTO), the worker's portion of the insurance premiums will continue to be deducted from the checks issued by the employer.

The employer Cien Aguas International School will continue payment of its matching portion of the insurance premium until the worker returns to work from the qualifying disability or through the end of the current fiscal year (June 30th), or for as long as the worker pays their portion of the premium – whichever occurs first.

FAMILY MEDICAL LEAVE ACT (FMLA): FMLA benefits, if applicable to the school site, will run concurrently with the employee's time off for a work related injury.

RETURNING TO WORK: Employees returning to work from a Workers' Compensation related accident shall:

1. Submit a written medical statement from the treating physician to the workers' compensation benefit specialist that they are physically able to return to perform the essential job functions of the original position; and
2. If physically unable to return to performance of the essential job functions of the original position, the employee shall submit a written medical statement from the treating physician for review by the supervisor, human resources and workers' compensation benefit specialist detailing what specific functions of the original position that they are physically able to perform and what they cannot. Such written medical statement shall specify the employee's physical capacity in the terms outlined by §52-1-26.4, NMSA 1978. Within five (5) days of receiving this written notification, the employer shall advise the employee in writing of the availability of accommodating work and the start date on which the employee is expected to fill the accommodating position; and
3. If physically unable to perform even marginal job duties, employee will submit a written medical statement from the treating physician to the workers' compensation benefit specialist to that effect for review by the supervisor, human resources and workers' compensation benefit specialist, and
4. Present themselves for work within one (1) working day after being released to return to work by his or her treating physician, or being notified of accommodating work by the employer Cien Aguas International School.

SOCIAL MEDIA/EMAIL USE POLICY AND GUIDELINES FOR EMPLOYEES

I. POLICY STATEMENT.

The [School] ("School") is committed to providing a safe and secure learning and working environment for its students, employees and associated persons. The School encourages positive relationships between students, employees and associated persons. Employees and all associated persons who work at the School are expected to follow all School policies, including [School]'s policy on Internet and Computer Use, as well as the Code of Ethical Responsibility of the Education Profession (applicable to licensed personnel) when using email and social media as a form of communication with students, employees and associated persons.

II. PURPOSE OF POLICY.

The School has adopted these policies and guidelines for social media communications between employees, students, parents and other associated persons; to prevent unauthorized access and other unlawful activities by School users online; to prevent unauthorized disclosure of or access to sensitive information; and to comply with the Children's Internet Protection Act. In addition, the policy is intended to address and avoid negative legal and other ramifications that may stem from using these media tools during working and nonworking time.

While the School recognizes that during nonwork hours employees and students may participate in online social media, blogs, and other online tools, School employees and associated persons should keep in mind that information produced, shared and retrieved by them may be subject to other School policies and is a reflection of the School community. Social media has many benefits, but when social media postings violate the law or School policies, or create a substantial disruption to the school community and/or work environment, the School's administrator may have an obligation to respond and take appropriate action, including but not limited to investigation and possible discipline. This is true for both students and employees.

Under certain circumstances, the School may discipline employees who violate rules of

appropriate conduct, which includes but is not limited to the use of social networking sites during or outside of work hours. Additionally, the School may not be able to protect or represent employees who incur legal action.

III. USEFUL DEFINITIONS.

- A. Associated Persons. "Associated Persons" includes, but is not limited to, parents, governing body representatives, volunteers, consultants, contracted employees, walk on coaches, child care/enrichment program providers, vendors and afterschool youth services providers.
- B. Blogs. "Blogs" are updated personal journals with reflections, comments, and often hyperlinks provided by the writer intended for public viewing.
- C. Digital Publishing. "Digital Publishing Site" is an internet personal publishing service that provides products and services for consumers to preserve their digital photos or films, such as Shutterfly, Flickr and YouTube.
- D. Podcasts. "Podcasts" are audio broadcasts that have been converted to MP3 or other audio file format for playback in a digital music player.
- E. Social Media. "Social Media" is a form of electronic communication through which users create online communities to share information, ideas, personal messages, and other content.
- F. Social Networking Web Sites. "Social Networking Web Sites" are web sites where users can create and customize their own profiles with photos, videos, and information, such as Facebook, Google+, Habbo and other social networking sites.
- G. Tags. "Tags" (Tagging) are keywords assigned to a webpage for the purpose of easy identification, organization, aggregation and searching. Most social media sites allow users to tag the content they share online such as articles, photos, videos or blog posts. Tags help users find content they are looking for through social media sites and other online platforms.
- H. Wikis. "Wikis" are websites that allow the creation and editing of any number of interlinked web pages via a browser using a simplified markup language or a text editor.

IV. USING SOCIAL MEDIA TO INTERACT WITH STUDENTS.

- A. No use of Social Media to Communicate with Students during School Hours. New Mexico laws and regulations of the Public Education Department, including the Code of Ethical Responsibility of the Education Profession, require that professional educators and School employees establish strict, appropriate and professional conduct and communications with students. To that end, School employees shall not use social media while at school as a means of communicating with School students for any purposes, unless otherwise authorized by the School administrator.
- B. Personal Decision to Use Social Media to Communicate with Students outside of School Hours. If you maintain a personal social network account, you are not permitted to suggest, imply or infer that the site is affiliated or authorized on behalf of the School. If parents, students or minors wish to link to an employee's personal social networking site, you are strongly encouraged to decline and to redirect them to a location where they can obtain the requested information, e.g. the School's website. In addition, accepting invitations to non-school related social networking sites from parents, or students under the age of 18, is strongly discouraged, and on a case by case basis may be prohibited by the School's Administrator. If you choose to use a personal social network or email account as a means of communicating with your students about school curriculum or school programs outside of School hours and without the authorization of the School's administrator, you are strongly encouraged to review the particular social network

website's policies and to review guidelines on appropriate use of these websites to augment your professional practices. See, e.g., Rego, Bernadette. "A Teacher's Guide to Using Face Book" (2009). There are numerous resources online for ensuring appropriate professional boundaries are maintained between you and your students, parents and other members of the school community. **The School is not responsible for your use or misuse of social media.**

- C. Maintain Confidentiality. Never post any identifying student information including names, videos and photographs on any schoolbased, personal or professional online forum or social networking website, without the written, informed consent of the child's parent/legal guardian. Never share confidential or privileged information about students or other school personnel (e.g., grades, attendance records, or other pupil/personnel record information).

VI. SOCIAL MEDIA INTERACTIONS GENERALLY.

- A. Use of Social Media During School Hours. The School blocks access to certain social media Web sites from access using School computers. However, the [School] recognizes that not all social media tools may be blocked and that new social media sites are evolving. It is the school's policy that blogging or the use of other social media tools, or personal Internet activities during work hours or on schoolissued computers is not permitted, unless specifically authorized by the School's administrator. Be aware that pursuant to the School's Internet and Computer Use Policy authorized School personnel may access your schoolissued computer to determine whether your computer use is consistent with this policy.
- B. Use of Social Media Outside of School Hours. When sharing information about events or matters concerning our School, please follow these policies of the [School] and the guidelines that follow.
 - 1. **DISCLAIMER REQUIRED.** Any reference to the School, [School] employees, parents, governing body members or students **must** contain a disclaimer indicating that the thoughts and opinions expressed belong to you (the author) and are not representative of the views of the School administration, other employees or the school community in general. Do not use the School's letterhead or logo on your personal online site in a manner that would give the reader the impression your views are endorsed by the School. If you identify yourself online as a school employee or associated person, ensure that your profile and related content are consistent with how you wish to present yourself to colleagues, parents, and students. Recommended disclaimer language for you social media page when discussing school matters: "The views on this page are personal and do not reflect the views of the [School]."
 - 2. **MAINTAIN CONFIDENTIALITY.** Do not post confidential information about students, confidential information you have learned at school about other employees, or confidential or proprietary information about the School or its governing body members. Use good ethical judgment and follow School policies and federal confidentiality laws such as the Health Insurance Portability and Accountability Act (HIPPA)(generally refers to confidential health information) and the Family Educational Rights and Privacy Act (FERPA).
 - 3. **MAINTAIN PRIVACY.** It is a good practice to avoid discussing situations involving named or pictured individuals on a social media site without that person's permission. Before you post consider.... "would I say this to another individual when speaking to him/her facetoface?" Certainly, do not post information about students, even if positive, if you have not obtained written

consent from that student's parent or legal guardian, or if the student is over 18, the student. Note that although you may have selected filters that indicate the content of your posting is private, the concept of a private posting on a "social media site" is simply an oxymoron. Search engines can turn up posts and pictures years after publication; comments can be forwarded or copied. If you feel upset or angry about something, it is best to delay posting for at least a day.

PERSONAL RESPONSIBILITY. School employees are personally responsible for the content they publish on blogs, wikis or any other form of user-generated content and for following the provider's rules of use. Be mindful that what you publish will be public for a long time – protect your privacy and consider the privacy of others when you post. As a general rule, "do no harm," whether to yourself, to the School or to others. All licensed personnel are bound by the Code of Ethical Responsibility of the Education Profession and should consider these obligations before publicly commenting on topics affecting your employment or professional reputation. Employees are reminded that they expose themselves to potential legal action for irresponsible conduct online. Individual bloggers have been held liable for commentary deemed to be a copyright infringement, defamatory, proprietary, libelous, or pornographic or obscene. Both civil and criminal penalties exist for abusing social media tools.

4. PROHIBITED CONDUCT AFFECTING FELLOW EMPLOYEES. The School's equal employment opportunity policy and its policies against sexual or other harassment apply fully to the use of the Internet, including blogging. Posting inappropriate threatening, harassing, racist, biased, derogatory, disparaging or bullying comments toward or about any student, employee, or associated person on any website is prohibited and may subject the author to discipline. In addition, threats are taken seriously and are subject to law enforcement intervention, including but not limited to formal threat assessments. If your online conduct violates or has the effect of violating these policies or any other School policy that protects employees from threatening, abusive or offensive conduct by coworkers, the School will take appropriate actions to ensure such conduct ceases, including a demand that you stop the offensive commentary, remove the offensive postings, disciplinary actions up to and including discharge from your employment, or reporting conduct to law enforcement agencies.

GENERAL PROTOCOL FOR RESPONDING TO COMPLAINTS RELATED TO SOCIAL MEDIA/EMAIL USE

The following are general procedures for the administrator/supervisor to respond to any complaints:

1. Assure involved parties that allegations and complaints are taken seriously; request that the complaint be put in writing and provide supporting documents or other evidence.
2. Investigate the complaint.
3. Document all critical incidents. _____
4. Take action to stop the behavior. Understand that the target of online harassment can request removal of objectionable postings by reporting the abuse to the internet service provider or webmaster. Most social networking sites have the capacity to flag objectionable postings with "report abuse" button. The target should document the postings prior to their removal.
5. Postings of a serious nature may warrant additional reporting to
 - a. Threats (contact [insert appropriate law enforcement agency];
 - b. Inappropriate or sexualized images of minors [insert appropriate law enforcement agency];
 - c. Child pornography [insert appropriate law enforcement agency];
 - d. Raise a reasonable suspicion of child abuse (contact Child Protective Services).
6. Consult with School administrator, legal counsel, and law enforcement, as appropriate.
7. Document actions taken. Inappropriate postings may be documented by taking

and printing screen shots or downloading them onto a flash drive. Evidence should be collected with the permission of the site administrator for the sole purpose of the investigative process and stored in a secured location. This evidence may be used in conference with the employee(s) or associated persons in question. **Caution:** do not download or print images of minors or any content that may be considered child pornography. Law enforcement should gather evidence of child pornography, not a School employee or school administrator.

8. Implement disciplinary action as needed.

9. If appropriate, recommend that the victim may file a criminal complaint with law enforcement.

10. Continue to monitor and address inappropriate behaviors and to ensure that the inappropriate online behavior has stopped.

11. If the allegation is against one's administrator or supervisor, that person's supervisor shall respond to the complaint

The School will not tolerate retaliation against anyone for filing a complaint or participating in the complaint investigation

SECTION III: PERSONNEL MATTERS

Employee Standards of Conduct

Whenever people gather together to achieve goals, rules of conduct (norms) are needed to help everyone work together efficiently, effectively, and congenially. By accepting employment with us, you have a responsibility to CIEN AGUAS and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. CIEN AGUAS employees serve as positive role models for students and set good examples in conduct, manners, dress and grooming. CIEN AGUAS expects each employee to maintain the highest standards of conduct and act in a mature and responsible manner at all times. Employees must not engage in activities which violate federal, state or local laws or which, in any way, diminish the integrity, efficiency or discipline of the School.

Employee Misconduct/Educator Code of Conduct

The New Mexico Public Education Department (PED) sets minimal standards of accepted ethical behavioral and professional conduct in education that are applicable to all licensed

“Ethical Misconduct” is defined as “unacceptable behavior or conduct engaged in by a licensed school employee and includes inappropriate touching, sexual harassment, discrimination and behavior intended to induce a child into engaging in illegal, immoral or other prohibited behavior.”

Employees are required to report ethical misconduct to their supervisor. The PED secretary can suspend, revoke or refuse the license of a person who fails to report as required.

The school must conduct an investigation when a licensed employee is being discharged or terminated, or otherwise leaves employment, after an allegation of ethical misconduct is made against that person. The school must complete the investigation within 30 days of the licensed employee's departure and, if there is a finding of wrongdoing, report the matter to the PED.

Gross Misconduct is defined as wanton or willful disregard of the school's interest, a deliberate violation of the school's rules, a disregard of the standards of behavior which the school has the right to expect of an employee, violation of the ethical and professional code of conduct promulgated by the PED for licensed school employees, insubordination, or negligence indicating an intentional disregard of the school's interest or the employee's duties and obligations to the school.

Gross misconduct of an employee shall lead to termination or discharge or other appropriate disciplinary action.

The school is required to report to the PED any known conviction of a felony or misdemeanor involving moral turpitude of a licensed school employee that results in any type of action against the licensed school employee.

Staff Conduct with Students

Staff members will maintain appropriate professional behavior while working with students and refrain from harassment, malicious or prejudicial treatment, and abridgement of student rights.

Tutoring or Advising for Pay

With the exclusion of school personnel receiving stipends for extra- or co-curricular activities, school personnel are not permitted to receive pay for tutoring or advising any students assigned to them for classroom teaching or other school functions while under contract.

Solicitations and Distributions

Solicitation by employees for any cause during working time and in working areas is not permitted. You are not permitted to distribute non-school literature in work areas at any time during working time. Working time is defined as the time assigned for the performance of your job and does not apply to break periods and meal times. Employees are not permitted to sell raffle chances, merchandise or otherwise solicit or distribute literature without approval from the administration. Persons not employed by CIEN AGUAS are prohibited from soliciting or distributing literature on School property.

Participation in Political Activities

Staff members of CIEN AGUAS may hold public offices regardless of the relationship between the public office and the interests of CIEN AGUAS. Employees seeking political office, as well as other candidates, are prohibited from conducting campaign activities during regular work hours on school premises. The school seeks to assist employees/public officials in avoiding conflicts between the interests of CIEN AGUAS and the interests of the public official's constituents. An employee of CIEN AGUAS who holds public office, acting in his or her capacity as a public official, may speak, act, debate and vote according to his or her convictions, without undue influence by the Board. The school and employees who hold public office will observe compliance with laws, especially those relating to Article Nine, Section Fourteen (the anti-donation clause) of the Constitution of the State of New Mexico. School employees may not sit on the Cien Aguas Governing Council while employed at the school.

Performance Reviews

CIEN AGUAS administration conducts a formal evaluation for each employee based on regulations set by the New Mexico Public Education Department. Your review provides an opportunity for collaborative, two-way communication between you and your supervisor. This is a good time to discuss your interests and future goals. Your supervisor can recommend further training or additional opportunities for you and answer any questions you may have about the performance review process. (deleted language pertaining to old evaluation system)

Progressive Discipline Process

Whether or not an employee's performance, conduct or behavior warrants disciplinary action is within the judgment and discretion of CIEN AGUAS' administration, as is the appropriate type of discipline in a particular instance. All actions taken by CIEN AGUAS will be in accordance with the applicable requirements of the New Mexico School Personnel Act. CIEN AGUAS does not intend by these guidelines to create an expectation that any employee will be assured of any particular form of disciplinary action, such as warning or notice, or progressive discipline, prior to discharge. Rather, discipline shall be imposed at the administration's discretion, in consideration of the law

and the factors the school deems relevant. In considering or issuing discipline, the administration may and generally should consider an employee's entire work record and disciplinary history, and may rely on all information and documentation relating to the employee in question, whether or not the information or documentation has been shared with the employee.

School administration may use a number of tools to motivate, correct, and/or discipline employees, including, but not limited to warnings, reprimands, suspension with or without pay, and discharge, as determined to be appropriate in each individual circumstance. Progressive discipline may be used to correct employee behavioral or performance problems. However, there may be situations where the severity or seriousness of the offense justifies the omission of one or more of the steps in this process. Likewise, there may be situations where a disciplinary step is repeated.

Administrative Leave Pending Possible Disciplinary Action

CIEN AGUAS will investigate any incident of employee misconduct or alleged misconduct occurring at or involving the school. An employee accused of misconduct may be placed on paid administrative leave pending the school's investigation, if the circumstances warrant.

If you are suspected of violating the School's policies, procedures, or work rules, you may be placed on administrative leave, with or without pay, pending an investigation of the situation. Time designated as administrative leave with pay will not be charged to the employee's paid leave.

Background Checks

In accordance with NMSA 22-10A-5(C), CIEN AGUAS will conduct background checks of all prospective employees (i.e. applicants offered employment) with the school, school contractors and the contractor's employees, and volunteers who have unsupervised access to students. Criminal background checks are based on fingerprint identification of the prospective employee, contractor/ employee or volunteer. The background check for employees also shall consist of prior employment verification, professional reference checks, licensure and education confirmation, and driving record history (if applicable to position). All offers of employment are contingent upon a satisfactory check of the potential employee's background and qualifications. No contract shall be entered into between the School and the prospective employee until/unless all background checks have been received and approved by the School's Director.

Prospective employees, contractors, and volunteers with a disqualifying result shall be informed of the result of the background check(s) by the Director. Prospective employees, contractors and volunteers who dispute the results of the background check(s) must notify the reporting agency or court for correction, and may bring any correction to the attention of the School's Director in writing, with appropriate documentation. No applicant that has been disqualified will be employed or allowed access to school property until written, certified documents are presented that prove the disqualifying information is incorrect on the background check. The School is not required to hold the position open during the investigation/resolution of any dispute relating to background checks.

Records relating to background checks shall be retained indefinitely by the School in a locked, fireproof cabinet. Criminal background records shall not be transmitted over the internet by the school, and shall not be stored on any School computer, server or electronic device.

The intentional misuse of confidential background check information will not be tolerated. Any employee who intentionally intercepts, misuses or destroys School background check records without proper written authorization will face disciplinary action, up to or including suspension or termination. Any employee who intentionally misuses criminal background records could also face state or federal criminal prosecution and could be subject to civil liability. Any intentional misuse of criminal background check information shall be reported to the New Mexico Department of Public Safety within 24 hours of the discovery of misuse. The report shall include the name of the person suspected of the intentional misuse, the allegation of the intentional misuse, and the date(s) the alleged misuse is suspected.

School employees with access to criminal background check information shall receive the training required by the New Mexico Department of Public Safety and/or NMPED before receiving criminal background check information.

Immigration Law Compliance

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

Conflict of Interest

Employees are prohibited from using confidential information acquired by virtue of their associations with the School for their individual or another's private gain. Employees are prohibited from requesting, receiving or accepting a gift or loan for themselves or another that tends to influence them or appear to influence them in the discharge of their duties as employees.

Supervision of Relatives

The relative of a CIEN AGUAS administrator or supervisor may not be assigned to any position in which the administrator or supervisor may be able to directly or indirectly supervise, evaluate, or control the work of the relative except with specific written approval of the Cien Aguas Governing Council. For purposes of this policy:

1. **Relative** includes an employee's spouse, child, grandchild, parent, sister, brother, aunt, uncle, niece, nephew, grandparent, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, a person who resides in the employee's household, a person in loco parentis or a person for whom the employee is legally responsible.
2. **Administrator** or **supervisor** includes all superintendents, directors, principals, assistant principals school coordinators, administrative supervisors, staff coordinators, school police investigators, maintenance and operations supervisors, technical assistants, executive secretaries, cafeteria supervisors, head custodians, cook managers, or others who direct, supervise and/or evaluate the work of any subordinate employee.

Per Diem & Travel Reimbursements

Travel related expenses incurred while conducting business matters of Cien Aguas International School may be eligible for reimbursement at the applicable per diem rate. Any authorized use of a personal vehicle is reimbursable based on the applicable mileage rate. Please speak with administration and use the

Purchase Requisition and Reimbursements

Any purchases being made on behalf of the school must have prior written authorization from administration and comply with the process set forth by the Cien Aguas Business Office. To make an authorized purchase, a person must first complete the purchase requisition form (attached in the appendix) and turn it in to administration. After approval is granted, the purchase requisition will be forwarded to the business manager to generate a purchase order. Once the purchase order is processed and signed by administration, a copy will be provided to the person making the request. All vendor information must be complete. Any purchases made or reimbursements requested by individuals who do not follow this process will not be granted as it violates the procurement code.

Medical Examinations

CIEN AGUAS may require an employee's participation in an examination to determine the employee's ability to perform his/her essential job functions.

Your Medical Records File

Medical records are kept in a separate confidential file. CIEN AGUAS maintains this information in the strictest confidence.

Employment Classification

At the time you are hired or transfer to a new position, you are classified as a regular full-time, regular part-time, short-term, or temporary employee. In addition, you are classified as nonexempt or exempt in accordance with the Fair Labor Standards Act and applicable state law. If you are unsure of which classification your position fits into, please ask your supervisor.

Non-Exempt and Exempt Employees

Employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty (40) hours per workweek. These employees are referred to as "non-exempt" in this Employee Handbook. This means that they are not exempt from (and therefore should receive) overtime pay. Exempt employees include directors, principals, assistant principals, teachers, professional staff and others whose duties and responsibilities exempt them from statutory overtime pay provisions.

Regular Full-Time Employees

An employee who is regularly scheduled to work at least 40 hours per week is considered a regular full-time employee.

Regular Part-Time Employees

An employee who is regularly scheduled to work less than 40 hours per week is considered a regular part-time employee. Regular part-time employees may not be eligible for certain benefits described in this Employee Handbook.

Short-Term Employees

CIEN AGUAS hires employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a short-term employee. The job assignment, work schedule and duration of the position will be determined on an individual basis. Normally, a short-term position will not exceed nine (9) months in duration, unless specifically extended by a written agreement. If the position for which you have been hired will exist for a pre-designated period of time, such as a federal grant period, you will receive a short-term assignment. You will be informed of the nature and duration of the appointment. A short-term employee does not become a regular full-time employee by virtue of being employed longer than the agreed upon specified period.

Temporary Employees

Hourly, summer employees and interns are considered temporary employees.

Business Hours

Your particular hours of work and the scheduling of your meal period will be determined and assigned by your supervisor. Most employees in the school offices are assigned to work a regularly-scheduled workweek and to take an unpaid lunch period. Should you have any questions concerning your work schedule, please ask your supervisor.

Absence or Lateness

If you are unable to report to work, or if you will arrive late, contact your supervisor immediately. If you know in advance that you will be absent, you must request this time off directly from your supervisor. A consistent pattern of absences can be considered excessive. In addition, excessive lateness or leaving early may carry the same weight as an absence. Other factors, like the degree and reason for the absences or lateness, will be taken into consideration. Unauthorized or excessive absences, lateness, or leaving early may lead to disciplinary action, up to and including discharge.

Holidays

Full-time employees and part-time employees on a pro-rated basis may receive paid time off for holidays recognized by CIEN AGUAS. For information regarding dates, please refer to the approved school calendar. All national holidays are scheduled on the day designated by common business practice. In order to qualify for holiday pay, you must be paid for the scheduled workday immediately before and after the holiday.

If a holiday occurs during your scheduled vacation, you are eligible for the paid holiday. You are not eligible to receive a paid holiday when you are on an unpaid leave of absence.

Severe Weather and Emergency Conditions

School Closure: In the event of severe weather conditions or other emergencies, the School may decide to close all or part of CIEN AGUAS for the remainder of the day. If the school is closed, you will be notified as soon as possible. *Employees who are sent home early will not lose pay as a result of early dismissal for this reason.* Likewise, if you report to work and find that CIEN AGUAS is unexpectedly closed due to an emergency, no loss of pay will occur.

Abbreviated Day Schedule is a shortened school or work day that begins two hours later than the regular schedule but ends at the regular time. The most common use of the abbreviated day

schedule occurs when severe weather causes street conditions that would endanger the safety of students and employees on their way to school. An abbreviated day schedule is announced on the local news media, generally by 6:30 a.m. On mornings when weather conditions are severe, employees should listen to the radio or watch television for announcements concerning the school schedule. **Cien Aguas will follow the schedule for the Albuquerque Public Schools (APS) cancellations/ abbreviated days.** Following the announcement of an abbreviated schedule, weather conditions may worsen to the point that it is necessary to close the schools. This announcement will be made to the local media at approximately 9:00 a.m. *The reporting time for all employees may be delayed up to a maximum of two hours. All staff members are expected to arrive as close to the regular start time as possible, taking into account their personal safety. Help may be needed to prepare the buildings for the school day.*

Employee Leave Policy

Cien Aguas International School offers employees paid and unpaid leaves of absence in times of personal need. Personal and sick leave is earned on a yearly basis. Personal leave is granted at a rate of two (2) days per school year. Sick leave is accrued monthly at a rate of (1) day worth of sick leave per month from August-May with a maximum accrual of 10 days per school year. Any unused sick leave will be carried over to the subsequent school year. Cien Aguas does not provide monetary compensation to employees for any unused sick leave. Upon separation of employment, whether voluntary or involuntary, any unused sick leave that was accrued by the employee is forfeited.

General Provisions

Application for Leave: All leaves of ten (10) consecutive work days or less must be requested through and approved by the school administration. Extended leave of more than ten (10) days, with or without pay, must also be requested through the school administration. Employees must complete the required Leave Forms and receive the necessary approval before the leave requested may be taken.

Use of Leave: 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.

Types of Leave

Assault Leave may be granted, upon request, to employees who suffer time lost resulting from physical injuries caused by an assault while carrying on the duties/ responsibilities of the position. *An assault shall mean an intentional act which causes an injury.* This leave is granted with or without pay, depending upon the circumstances of each situation. The Board reserves the right to have the employee examined by a physician, in order to determine the employee's right to receive benefits. Benefits will go into effect immediately and remain in effect until such time as it is determined that benefits should not be provided. In such an event, the employee will assume all expenses, including leave without pay if sick leave has been exhausted.

Bereavement Leave: Up to three (3) working days of leave with pay (not charged to other leave time) may be granted, upon request, to full-time employees to make arrangements for and attend funeral services of the employee's spouse, child, step-child, parent, step-parent, parent-in-law, grandparent, grandchild, daughter-in-law, son-in-law, brother, sister, sister-in-law,

brother-in-law, others who reside in the same household as the employee, or a person *in loco parentis*.

Court Leave/Jury Duty: Except as a plaintiff or defendant, court leaves with pay will be provided where an employee is required by a lawful subpoena to testify in a court or administrative proceeding. Court leave with pay will be granted for jury duty, provided a copy of the summons or subpoena must be attached to the Request for Leave Form. The employee shall remit money received for jury duty, except that paid for mileage and/or subsistence, to the budget analyst. Court leave with pay will be granted to employees whose absence is due to an action against the Board on account of physical injuries suffered by the employee while on duty, but not for absence resulting from the employee bringing action against the Board for any other reason.

Funeral Leave: Employees may be excused without loss of pay by their immediate supervisor, for a period up to three (3) hours, to attend funeral services of others than members of the immediate family provided no substitute is required.

Personal Leave: Two (2) days per year with pay is granted to eligible employees to accomplish personal business that cannot be done during other than your normal working hours. Any unused personal days may be carried over to subsequent years as sick leave.

Professional Leave: Leave with pay may be granted for professional visitation and attendance at job-related meetings, conferences and training services or other activities that in the *administration's* judgment would be beneficial to the work of the employee or to the School. Such leave may or may not involve the reimbursement of expenses, including substitutes, depending upon the mutually agreeable arrangements made prior to leave. One day of leave may be granted to a certified employee on the day of the certified employee's oral examination for an advanced degree.

Religious Leave: Leave may be granted, upon request, to all employees for observance of recognized religious events. This leave is unpaid and may be granted for up to two (2) days per year.

Sick Leave: Sick leave is accrued monthly at a rate of one (1) day per month with a maximum accrual of 10 days per school year. Employees must call their supervisor as soon as they know they will be absent from school and schedule a substitute teacher if necessary. Cien Aguas may, in its sole and absolute discretion, require a doctor's certificate verifying the necessity for absence(s) and the specific illness, injury, or other disability to which the absence is attributed. Accrual: Unused paid sick leave may be accumulated and carried over from year to year. The allowable number of accumulated hours and/or days may be different with each employee group.

Inappropriate or improper use of sick leave may be cause for disciplinary action, up to and including termination. Sick leave accruals will discontinue when an employee is on a leave without pay status. In the event of an illness or injury that is covered by workers' compensation insurance, this Sick Leave Policy will not apply, but will defer to state statutes. At the time of termination of employment, the employee will receive no additional pay for unused sick leave. Employees shall be required to give thirty (30) days advance notice in the event of a foreseeable medical treatment involving the use of sick leave. To assist us in arranging work assignments during your absence, we ask that you give us prior notice, to the extent possible, of an expected birth or adoption, as well as an indication, to the extent known, of your expected return date. To facilitate your return to work, we also ask that you provide us with advance

notification of your intended return date. Failure to do so may delay your return date. Benefits that accumulate on an accrual basis (vacation, sick and personal days) will cease to accrue during the leave period. Employees may choose to use all accrued, unused vacation and personal days during the leave period. Once such benefits are exhausted, the balance of the leave will be without pay. The employee may or may not qualify for unpaid leave under the federal Family Medical Leave Act (FMLA). Group insurance benefits (medical, dental, vision, LTD and life) will continue during the leave provided the employee continues to make required contributions to these plans. Failure to make such contributions will result in the termination of these benefits. If an employee fails to return to work after Family Medical Leave, the employee will be held liable for the amount of health insurance premiums paid by CIEN AGUAS during the employee's unpaid leave. Other benefits, such as retirement and 403(b) plans, will be governed in accordance with the terms of each plan. In the case of an employee's own serious health condition, before the employee will be permitted to return from medical leave, he or she will be required to present CIEN AGUAS with a written physician's statement indicating that the employee can return to work and perform the essential functions of his/her position. In addition, the employee must submit the Return to Work Certificate which the treating physician completes.\

FMLA Leave: Cien Aguas grants unpaid, job-protected leaves of absence pursuant to the FMLA to eligible employees. To be eligible under the FMLA, the employee must be employed at least 12 months and have worked at least 1,250 hours at the school during the 12 months preceding the commencement of leave. Whenever possible, employees must notify their supervisor at least 30 days prior to taking FMLA leave, stating the reason for the leave. Appropriate certifications for any serious illness or health condition may be required. The school may ask for or require a second medical opinion at the school's expense. Documentation confirming family relationship, adoption or foster care may be required. The maximum time allowed for FMLA leave is a total of 12 weeks in the 12-month period as defined by the school.

Annual Leave/Vacation Leave: Full-time employees and part-time employees working a contract year of 220 days or more are eligible to accrue paid vacation on a pro-rated basis. Vacation hours begin accruing on your hire date. Full time employees receive periods of annual leave ranging from 10 to 22 working days per year depending upon length of service and employment. Employees are encouraged to use their vacation time off. Vacation will accrue until the employee has reached a maximum of 66 days. No employee will be allowed to accrue vacation leave beyond the School's specified maximum. At the time of termination of employment, the employee may receive up to 22 days pay for unused vacation. Vacation time off must be authorized by your supervisor in writing. Your supervisor has the responsibility to maintain adequate staffing levels and has the authority to limit the approval of vacation requests in order to meet operational needs.

Military Leave of Absence: CIEN AGUAS will grant a military leave of absence if an employee is absent from work because he/she is serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees who perform duty, voluntarily or involuntarily, in the "uniformed services," which include the Army, Navy, Marine Corps, Air Force, Coast Guard, as well as the reserve components of each of these services, Army National Guard, Air Force National Guard, Commissioned Corps of the Public Health Service, and any other category of persons designated by the President in time or war or emergency, will be eligible for re-employment after completing duty, provided:

- a. They provide written or verbal notice of their orders to their supervisor/Human Resources as soon as received (unless precluded by military necessity or otherwise impossible/unreasonable)
- b. They satisfactorily complete duty of five (5) years or less;
- c. They begin duty directly from employment with CIEN AGUAS; and
- d. They apply for and are available for re-employment as follows:
 - 1) Less than 31 days of service: By the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable, then it must occur as soon as possible.
 - 2) 31 to 180 days: No later than 14 days after completion of duty. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
 - 3) 181 days or more: No later than 90 days after completion of duty.
 - 4) Service-connected injury/illness: Reporting or application deadlines are extended for up to two (2) years for persons who are hospitalized or recovering.

Performing duty, voluntarily or involuntarily, includes:

Active duty, active duty for training, and initial active duty for training; Inactive duty training; Full-time National Guard duty; Absence from work for an examination to determine a person's fitness for any of the above types of duty; Funeral honors duty performed by National Guard or reserve members; and Duty performed by intermittent disaster response personnel for the Public Health Service, and approved training to prepare for such service. Employees who serve in "uniformed services" will be paid for up to 15 days per fiscal year, for active duty, active duty training, and inactive duty training. Employees may apply accrued personal days and unused earned vacation time to the leave if they wish; however, they are not obliged to do so. Employees on military leave shall be granted any improvement in salary or other terms and conditions of employment which would have accrued to them had they remained in active service with the school, provided such employees seek reinstatement with the school within thirty (30) days following discharge from the military service.

Employee Insurance – Leave of Absence Policy

An employee who has an approved Leave of Absence from the school's administration is allowed to maintain health insurance through the school for up to twelve months at full cost to the employee.

The employee must pay his/her premium to the Cien Aguas Business Manager in full no later than the 25th of the month. The Business Manager will send an initial invoice to the employee for the first month's premium. Subsequent invoices will not be sent as it is the employee's responsibility to pay the premium on time every month. The Business Manager will notify the employee of any changes to the cost of the insurance.

An employee wishing to extend the health insurance for more than twelve months must notify the school's administration in writing no later than 30 days prior to the expiration of the twelfth month for approval. The administration will review any requests for extension of insurance and a determination will be made. Extensions, if granted may not exceed twelve months.

Separation of Employment

Voluntary Termination

CIEN AGUAS will consider you to have voluntarily terminated your employment if you:

- a. Resign from CIEN AGUAS: A letter of resignation from your employment with CIEN AGUAS must be given to your immediate supervisor.
- b. Retire from CIEN AGUAS: A letter of retirement must be sent to the administration.
- c. Fail to return from an approved leave of absence on the date specified; or
- d. Fail to report to work or call in for three (3) or more consecutive work days.

Required notice from employees seeking voluntary termination:

- Instructional staff, administrators: minimum 30 days
- Other employees: minimum 14 days

Involuntary Termination

Subject to the applicable requirements of the New Mexico School Personnel Act, CIEN AGUAS may discharge or terminate you from your employment for poor performance, misconduct, excessive absences, tardiness, discrimination or other violations of CIEN AGUAS policies. If your employment is at will, you or CIEN AGUAS may terminate the employment relationship at any time and for any or no reason.

Post-Employment Inquiries

CIEN AGUAS does not respond to oral requests for references. In the event another CIEN AGUAS employee is terminated either voluntarily or involuntarily, you must not, as a current CIEN AGUAS employee, under any circumstances, respond to any requests for information regarding another employee unless it is part of your assigned job responsibilities. Forward the information request to the school's administration.

Return of School Property

Any property CIEN AGUAS issues to you, such as keys, uniforms, computer equipment, parking passes or vehicles, etc., must be returned at the time of termination. You will be responsible for any lost or damaged items. The value of property issued and not returned may be deducted from your paycheck. You may be required to sign a wage deduction authorization form for this purpose.

SECTION IV: COMPENSATION

Paycheck

Paychecks will be distributed at your work site by your supervisor or designee on the pay dates specified, unless you have authorized direct deposit. If you were hired after a payroll deadline (check with your supervisor), your first paycheck will be delayed until the second payday after you started work. You will, however, be paid from the day you started. After that, paychecks are issued every two weeks or 26 times per year, if you are a full year employee. If you do not receive your check or you believe that any amount on the check is in error, notify your supervisor immediately.

Direct Payroll Deposit

Direct payroll deposit is the automatic deposit of your paycheck directly into a financial institution account. Contact the School Business Manager for details and the necessary authorization forms. *CIEN AGUAS encourages you to use this benefit.*

Mandatory Deductions from Paycheck

CIEN AGUAS is required by law to make certain deductions from your paycheck. Among these are your federal, state and local income taxes and your contribution to Social Security and Medicare, New Mexico Retirement and Retiree Healthcare. These deductions are itemized on your check stub. The amount of the deduction depends upon your earnings and the information you furnished on your W-4 form. Other mandatory deductions that may be made from your paycheck, such as court ordered garnishments, will be explained whenever CIEN AGUAS is ordered to make such deductions.

Overpayment of Earnings

If you have been overpaid in your paycheck, you must contact the Cien Aguas Business Manager immediately. Any overpayment must be returned to CIEN AGUAS in full upon request by the Business Manager

Overtime

If you are a non-exempt employee, you are eligible to receive overtime pay at the rate of one and one-half (1 1/2) times your regular hourly wage for hours worked over forty (40) hours in one (1) work week. Hours away from the job because of a job-related injury, holiday, jury duty, vacation, or sick leave are not counted as hours worked for the purpose of computing eligibility for overtime pay. *All overtime must be approved in advance by your supervisor.*

The following employees are considered exempt employees: Directors, Principals, Assistant Principal, Teachers, Instructional Coaches, Specialists, and certified counselors.

Compensatory Time Off

Non-exempt employees have the option of receiving compensatory time off ("comp time") for hours worked beyond the normal workday in lieu of overtime compensation. The use and accrual of comp time must be approved and scheduled through your supervisor.

Professional Development Increment

Staff members at CIEN AGUAS are expected to participate in a number of professional development opportunities throughout the year *beyond a typical public school contract.* As

such, a five-percent (5%) professional development increment will be added to base salaries, as determined by the appropriate salary schedule for the current year's contract.

Endorsement Stipend

CIEN AGUAS recognizes the benefits of implementing a 90/10 Dual Language Immersion Program on a school-wide level. As such, we also recognize the importance of hiring and maintaining highly qualified staff. Each staff member holding an endorsement in TESOL and/or Bilingual Education will be compensated an additional stipend on a yearly basis as follows.

- A stipend of \$3,000 will be earned by a teacher holding a current TESOL **or** Bilingual Education Endorsement.
- A stipend of \$4,000 will be earned by a teacher holding **both** a TESOL and Bilingual Education Endorsement.

Additional Work Stipends

Any stipends approved for additional work or duties may be paid in either two installments (included in the second December paycheck of a given school year and the last paycheck of the school year) or can be disbursed equally between all paychecks for the duration of the contract. Employees who separate from employment before the end of the current year's contract will be paid the endorsement stipend a pro rata basis.

Records of Time Worked

When applicable, 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.

Benefits

CIEN AGUAS sponsors a comprehensive benefits program for all eligible employees, their spouse/domestic partner and eligible family members commensurate with regulations for public schools. CIEN AGUAS periodically reviews its benefits program and may make modifications as appropriate. CIEN AGUAS reserves the right to amend, add to or terminate these plans at any time. This right of amendment/ termination shall apply equally to all participants, including retirees. For information regarding the complete benefits package, please speak with your business manager.

Personal Property

The school does not carry insurance which will cover replacement of, or repairs to, lost, stolen or damaged property belonging to individuals. Individuals bringing personal property onto school grounds do so at their own risk and must carry their own insurance on these items, if they are to be insured.

APPENDIX:

Cien Aguas International School

Unacceptable Activities

CIEN AGUAS expects each employee to act in a mature and responsible way at all times. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed below, please see your supervisor. Note that the following list of unacceptable activities is not intended to be comprehensive; it does not include or attempt to list all types of conduct that can result in disciplinary action, up to and including discharge. Nothing in this list alters the at-will nature of employment for some employees of the School.

1. Violation of any CIEN AGUAS policy or Procedural Directive as stated within this document as well as in the Cien Aguas Manual.
2. Violation of security or safety rules or failure to observe safety rules or CIEN AGUAS safety practices; failure to wear required safety equipment; tampering with CIEN AGUAS equipment or safety equipment.
3. Negligence or any careless action which may endanger the health, safety or well-being 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 School premises, except medications prescribed by a physician which do not impair work performance.
5. Possession of dangerous or illegal firearms, weapons or explosives on School property or while on duty.
6. Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on School premises or when representing CIEN AGUAS; fighting, or provoking a fight on School property, or negligent damage to property.
7. Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work; refusal to help out on a special assignment.
8. Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose.
9. Engaging in an act of sabotage; negligently causing the destruction or damage of School property, or the property of fellow employees, customers, suppliers, or visitors in any manner.
10. Theft or unauthorized possession of School property or the property of fellow employees; unauthorized possession or removal of any School property, including documents, from the premises without prior permission from management; unauthorized use of School equipment or property for personal reasons; using School equipment for profit.
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 CIEN AGUAS; unauthorized alteration of School records or other documents.
12. Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same.
13. Immoral conduct or indecency on School property.
14. Conducting a lottery or gambling on School premises.
15. Unsatisfactory or careless work, failure to meet work productivity or work quality standards.
16. Any act of harassment including but not limited to sexual, racial, religious, telling sexist or racist jokes, making racial or ethnic slurs.

17. Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your supervisor; stopping work before time specified for such purposes.
18. Sleeping or loitering during working hours.
19. Excessive use of telephones for personal calls, text messaging, and cell phone plan features.
20. Smoking on School property or in School vehicles.
21. Creating or contributing to unsanitary conditions.
22. Failure to report an absence or late arrival; unauthorized or excessive absences or lateness.
23. Obscene or abusive language toward any supervisor, employee, parent, or student; indifference or rudeness; any disorderly/antagonistic conduct on School premises.
24. Speeding or careless driving of School vehicles or of personal vehicles on school property.
25. Failure to immediately report damage to, or an accident involving, School equipment.
26. Unauthorized soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on School premises.
27. Any other act or omission which impairs or restricts the ability of the School to provide a safe and healthy environment for employees and students.
28. Sharing or disseminating personal or confidential information about students or employees.
29. Negligence or any careless action which allows others access to personal or confidential information about employees or students. Willfully providing someone access to personal or confidential information about employees or students.

Date Submitted _____

**CIEN AGUAS INTERNATIONAL SCHOOL
EMPLOYEE REQUEST FOR TRAVEL**

FILL OUT COMPLETELY TO AVOID DELAY

Name of traveler _____ Title _____ Location Name _____
Home Address _____ City _____ Zip Code _____
Day Phone # _____ Cell Phone # _____ Email address _____
Travel Destination _____ Mode of Travel _____
(airplane, train, private auto or official)

Date & Hour of Departure _____ Date & hour of return _____

PURPOSE OF TRIP (Please explain the purpose for this travel and elaborate on the expected benefit to the School. Attach extra page if necessary).

SECTION A: PREPAID EXPENSES

Seminar/Conference Fee: Vendor Name: _____ Conference dates: _____

***Attach registration form or fee details.**

Total: \$ _____

Lodging: Hotel: _____ # of _____ Days @ _____ per day (not to exceed \$215.00 per day including taxes)

***Attach a copy of the reservation confirmation.**

Total: \$ _____

SUB-TOTAL SECTION "A" \$ _____

SECTION B: PER DIEM/ACTUAL EXPENSES

EXPENSES TO BE REIMBURSED TO EMPLOYEE:

Choose one: _____ Per Diem or _____ Actual (ORIGINAL ITEMIZED RECEIPTS MUST BE ATTACHED TO REIMBURSEMENT VOUCHER if submitting for reimbursement based on actual expenses)

Per Diem _____ Days @ \$ _____ per day (INCLUDES LODGING AND MEALS) \$ _____ (USGSA website used to determine per diem rates by city/state)	Total: _____
---	------------------------

OR

Actual Costs: (Provide the best estimate of costs if reimbursement based on "actual costs")	
Lodging: _____ Days @ _____ per day (not to exceed \$215.00 per day including taxes)	Total: \$ _____
Meals: _____ Days @ _____ per day (not to exceed \$45.00-out of state, \$30.00-in state)	Total: \$ _____
Taxi, other transportation, parking	Total: \$ _____
Personal auto mileage _____ miles @ \$.44 / mile	Total: \$ _____
Odometer Reading: Beginning _____ Ending _____ OR attach a copy of Map Quest mileage calculations. (Cannot exceed common carrier most economical fare)	
Other _____	Total: \$ _____

SUB-TOTAL SECTION " B " \$ _____

****SECTION C: AIRFARE/CAR RENTAL EXPENSES**

Air Fare: Airline _____ (include receipts for reimbursement) Total: \$ _____

Auto rental (if less expensive transportation is not available) Total: \$ _____

SUB-TOTAL SECTION " C " \$ _____

TOTAL TRAVEL REQUEST (add sections A, B, & C) TOTAL \$ _____

CIEN AGUAS INTERNATIONAL SCHOOL TRAVEL AUTHORIZATION STATEMENT:

I _____, understand the travel guidelines and will adhere only to the items identified

(Printed: Employee / Travelers Name)

as estimated charges on the Request For Travel Form. I also understand that no reimbursement will be issued until the Employee Travel Reimbursement Voucher is submitted with all required documentation (e.g., original itemized receipts) and that actual reimbursement may not exceed estimated costs on the Request for Travel Form. Requests for reimbursement must be submitted within two (2) weeks after the return from travel.

Signature: Employee Traveling

Signature: Director

Signature: Business Manager

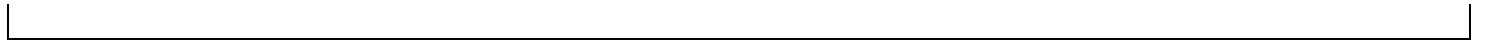
ARE FUNDS AVAILABLE FOR THE ABOVE TRAVEL EXPENSES? ___ YES ___ NO

**Signatures also authorize the CIEN AGUAS INTERNATIONAL SCHOOL to charge the cost to the cost account indicated for expenses included in Section C, upon receipt of billing from the Travel Agent.

Account code(s) to be charged

Fund _____ Function _____ Object _____ Program _____ Location 507-001 Amount \$ _____

Fund _____ Function _____ Object _____ Program _____ Location 507-001 Amount \$ _____



CIEN AGUAS INTERNATIONAL SCHOOL

DISTRICT TRAVEL GUIDELINES

Employees planning travel on behalf of **CIEN AGUAS INTERNATIONAL SCHOOL** must have authorization prior to arranging travel plans. These guidelines are used in conjunction with the attached **Request for Travel** form. The **Request for Travel** form must be submitted completely for approval. The steps to follow are:

PRETRAVEL AUTHORIZATION

The traveler should complete the Request for Travel form and a Request for Leave slip. The sections of the Request for Travel relevant to the travel must be completed.

Section A: Complete the applicable prepaid expenses. This section requires actual values not estimates of costs. If the hotel or registration fees are to be prepaid by check, the traveler must choose section A prepaid Items. A copy of the registration form and reservation confirmation must be attached.

Section B: Choose either **per diem** or **actual expenses**. Per Diem covers both hotel and meals (receipts are not required) per diem rates are calculated using the US General Services Administration (GSA) website. Actual expenses pay up to \$45.00 per day for meals out of state and \$30.00 per day in state. Hotel expenses cannot exceed \$215.00 (including taxes) per day. Any amount above the \$215.00 hotel rate will require the approval of the Director. **Original itemized receipts are required for actual cost reimbursement.** If choosing actual and the hotel room needs to be prepaid, do not complete the hotel costs estimate in this section. Instead, complete the prepaid section for the hotel costs. Taxi, other transportation, and mileage, are in addition to Per Diem or treated as additional actual cost. The costs in this section are your best estimates.

Section C: The traveler is required to make their own flight arrangements. Attach a copy of the flight arrangements.

Complete a **Request for Leave** form noting Professional Leave and attach to the **Request for Travel**. The traveler should sign the **Request for Travel** and **Request for Leave** forms.

1. Submit the **Request for Travel** and **Request for Leave** to the Director for signature approval.
2. The **Request for Travel** and **Request for Leave** will then be forwarded to the Business Manager for budget approval.
3. The Business Manager is responsible for generating all purchase orders for conference fees, hotel fees, airline fees, and travel reimbursement for the traveler.
4. If checks for prepaid items were requested in Section A, the traveler should follow up with the Business Manager regarding the status of the check request. It is the traveler's responsibility to follow up on the check request. If the check for prepaid items is to be hand carried by the traveler, the traveler must inform the Business Manager before the check is prepared.

** Please allow at least two - three weeks for processing these items.

*Please attach a copy of the conference registration for and any other documentation regarding the conference / training that you will be attending.

CIEN AGUAS INTERNATIONAL SCHOOL
EMPLOYEE TRAVEL REIMBURSEMENT VOUCHER

Employee Name _____ Date _____

Home Address _____ City _____ Zip Code _____

Employee's Day Phone # _____ Cell Phone # _____

Travel Destination _____

Date/Hour of Departure _____ Date/Hour of Return _____

PER DIEM REIMBURSEMENT

Per Diem _____ days @ _____ per day Total: \$ _____

Please note: Per Diem includes lodging and meals.

ACTUAL REIMBURSEMENT

(ORIGINAL ITEMIZED RECEIPTS REQUIRED FOR ACTUAL COSTS REIMBURSEMENT)

Actual Costs: Lodging _____ Days @ _____ per day; if prepaid record \$0.00

(Cannot exceed \$215.00 per day) Total \$ _____

Meals _____ Days @ _____ per day (cannot exceed \$45.00/day or
\$30.00 per day in state) Total \$ _____

Taxi, other transportation, parking Total \$ _____

Personal auto mileage _____ miles @ _____ Total \$ _____

Odometer Reading: Beginning _____ Ending _____

(Cannot exceed common carrier most economical fare) - can also attach MapQuest mileage calculations

Other _____ Total \$ _____

TOTAL PER DIEM **OR** ACTUAL \$ _____

I do solemnly swear that the above account and the within itemized statement are just and true in all respects, and payment thereof has not been received by me nor has Cien Aguas International School paid for any of the above expenses.

APPROVAL:

CIEN AGUAS INTERNATIONAL SCHOOL
EMPLOYEE TRAVEL REIMBURSEMENT GUIDELINES

AFTER TRAVEL AUTHORIZATION

Immediately upon return from the approved travel, the traveler should:

1. Complete an Employee Travel Reimbursement Voucher form for the applicable “actual costs” or “per diem” amounts from Section B of the Request for District Travel form and sign.
2. Tape all applicable **ORIGINAL ITEMIZED** receipts “**in date order**” to 8 ½ by 11 sheets of paper. Attach the papers with the receipts to the original of the Employee Travel Reimbursement Voucher.
3. Forward the completed Employee Travel Reimbursement Voucher form to the Business Office for review of amounts for compliance to New Mexico State Guidelines and for final processing.

The Business Manager will:

1. Match the Employee Travel Reimbursement Voucher to the Request for Travel form on file. Change any items not within compliance with the State of New Mexico guidelines or with the pre-approval assumptions concerning “actual or per diem”
2. Forward the Employee Travel Reimbursement Voucher packet, with reimbursable receipts, to the Director for approval.
3. Upon approval, the Employee Travel Reimbursement Voucher will be returned to the Business Office to process for payment.



Cien Aguas International School

Rules of Appropriate Use Staff Form

Occasional and incidental personal use of the school's IT resources and Internet access is allowed subject to limitations. Personal use of the internet is prohibited if:

1. It materially interferes with the use of IT resources by the school; or
2. Such use burdens the school with additional costs; or
3. Such use interferes with the staff member's employment duties or other obligations to the school; or such personal use includes any activity that is prohibited under any school policy.

These guidelines, along with Cien Aguas International Schools Board policies must be followed to prevent loss of network and Internet privileges.

1. Do not use a computer to harm other people or their work.
2. Do not damage the computer or the network in any way.
3. Do not download or install your own software, shareware, or freeware.
4. Do not violate copyright laws.
5. Do not view, send, or display offensive messages or pictures. Example: Offensive messages or pictures are those you would not share with children or your students.
6. Tell an administrator immediately, if by accident, you encounter materials, which violate the rules of appropriate use.
7. Network accounts are to be used only by the authorized owner of the account. The sharing of passwords is absolutely prohibited.
8. Do not open someone else's folders, work, or files without permission.
9. Do not waste limited resources such as disk space, printing capacity, or network connections (bandwidth).
10. You will be held accountable for your actions. By violating the rules of appropriate use, you will lose network and Internet privileges and be subject to disciplinary action.

PRIVACY: Computer storage areas may be treated like school lockers. Network administrators may review communications to maintain system integrity and to ensure that staff members are using the system responsibly.

STORAGE CAPACITY: Users are expected to delete material that takes up excessive storage space.

ILLEGAL COPYING: Staff members should never download or install any commercial software, shareware, or freeware onto network drives, hard drives, or disks. Nor should staff members copy other people's work or intrude into other people's files.

INAPPROPRIATE MATERIALS OR LANGUAGE: No profane, abusive, impolite, racist, or sexist language should be used to communicate across the school's network or the Internet, nor should materials be accessed or distributed which are not in accordance with Board Policies.

Social Media Policy: In addition to the guidelines listed above, the undersigned staff member agree to abide by the regulations and expectations set forth in the approve Cien Aguas Social Media Policy.

User Agreement

As a user of Cien Aguas International School computers and networks I agree to comply with the above stated Rules of Appropriate Use and to use the network and the Internet in a constructive manner.

Staff Name

Position

Staff Signature

Date

CIEN AGUAS INTERNATIONAL SCHOOL
Salary Schedule (Annual Rate)