

**New Mexico Public Education Commission  
Public Education Department  
Options for Parents: Charter Schools Division  
*Ralph J. Bunche Academy*  
*2013 State Charter Renewal Application Kit***



**Effective Options  
for New Mexico's  
Families  
Charter Schools**





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Dear State Charter School Renewal Applicants:

Welcome to the wonderful world of charter renewal. If this is your first time renewing your charter, congratulations, if it is your 2<sup>nd</sup> or 3<sup>rd</sup> time, more congratulations. You are all a part of improving the educational outcomes for New Mexico's youth. Our vision stated on the following page articulates that the Charter Schools Division (CSD) supports and advances vibrant and innovative public schools of choice that are models of educational excellence. Our state and nation depend on the strength and quality of our schools. Specifically, we depend on charter schools to challenge the educational establishment through proven educational innovation.

The enclosed renewal application is but the first part of the **Charter Renewal Application Process**, what we call **Part A**. It is "looking back" on the past four years to ascertain the level of success your school has achieved. We know that part of our support to you depends a lot on ensuring that you can attend to your students and not be bombarded with paperwork. As a result, we have utilized our database, as well as status reports provided by other divisions and bureaus in the New Mexico Public Education Department (PED) to complete some parts of this application kit. You will have opportunity to respond to this information, as well as supplement it with your own unique accomplishments and statistics. *Please note that while some of Part A will be pre-populated for your convenience, before working on this piece you must review the entire application, including the pre-populated information, to ensure all information is current and accurate.* **Part B** is the **Renewal Site Visit** we will undergo and **Part C** is the **CSD Analysis** and the **Director's Recommendation to the Public Education Commission (PEC)**. If your charter renewal is then approved, **Part D** will move us into the future under the guidance of the Amended Charter School Act, Section 22-8B-1 NMSA 1978, which we highly recommend you read.

This statute, in subsection K of Section 22-8B-12 NMSA 1978, includes the four reasons for non-renewal of a school's charter. It provides that

- a charter may be suspended, revoked, or not renewed by the chartering authority if the chartering authority determines that the charter school...committed a material violation of any of the conditions, standards, or procedures set forth in the charter;
- a charter may be suspended, revoked, or not renewed by the chartering authority if the chartering authority determines that the charter school... failed to meet or make substantial progress toward

achievement of the department's minimum educational standards or student performance standards identified in the charter application;

- a charter may be suspended, revoked, or not renewed by the chartering authority if the chartering authority determines that the charter school...failed to meet generally accepted standards of fiscal management;
- a charter may be suspended, revoked, or not renewed by the chartering authority if the chartering authority determines that the charter school...violated any provision of law from which the charter school was not specifically exempted.

Renewing charter schools have the option to seek renewal from either their local chartering authority (district) or the PEC as the state chartering authority. All renewal applications must be submitted by **October 1, 2013**, to the charter school's selected chartering authority. In accordance with Subsection A of 6.80.4.13 NMAC, the chartering authority must then rule in a public meeting on the renewal of the application no later than **January 1, 2014**.

The CSD developed this state charter renewal application kit to assist charter schools in the development of their applications. The template for the state renewal charter application kit will be posted on the CSD website at <http://www.ped.state.nm.us/charter/index.html>. However, you will receive a customized copy of the renewal charter application kit for your particular school. The template should be used as a guide prior to your receipt of that customized copy. Your information must be inserted in your school's customized version. Additionally, the CSD will provide technical assistance training that focuses on the state-authorization charter school renewal process. While it is not mandatory for local chartering authorities to use this same application kit, some may choose to adopt this kit for use in their renewal process. If a charter school is not seeking state authorization, it should check with its local district to learn about its charter renewal requirements.

Please contact me at [tony.gerlicz@state.nm.us](mailto:tony.gerlicz@state.nm.us) or (505) 827-6532 with any questions regarding the state charter renewal application kit.

I wish you well in your endeavors. Yes, the process is rigorous, and it should be. We envision our work cultivating communities of passionate educators who inspire educational excellence for all. I believe the process that we have produced to review and evaluate renewal applications will continue to validate the public's trust in us.

Sincerely,

Tony Gerlicz  
Director  
Options for Parents: Charter Schools Division

Hanna Skandera  
Secretary of Education  
Public Education Department

***Vision Statement: The Charter Schools Division supports and advances vibrant and innovative public schools of choice which are models of educational excellence and which cultivate a passion for learning and respect for the teaching profession. We envision our work cultivating communities of passionate learners and teachers who inspire educational excellence for all.***

## Instructions: 2013 State Charter Renewal Application Process and Review Stages

|  |  |
|--|--|
| <b>Form and Point of Contact</b>                                   | All submissions should be prepared utilizing your customized version of the 2013 State Charter Renewal Application Kit. Brevity, specificity, and clarity are strongly encouraged. Any questions regarding the application and the review process must be directed to Tony Gerlicz at <a href="mailto:tony.gerlicz@state.nm.us">tony.gerlicz@state.nm.us</a> or (505) 827-6532. During this process, applicants must first consult with Mr. Gerlicz about contacting other CSD or PED staff members for assistance and information.  |
| <b>Deadlines and Manner of Submission</b>                          | <p>2013 State Charter Renewal Application Kits must be submitted using your charter school account through Sharepoint File Transfer. You will learn more about using the Sharepoint File Transfer site at one of the Technical Assistance Workshops mentioned below. Also, please familiarize yourself with the “CSD Sharepoint File Transfer Guide” which will be emailed to you by the end of this school year. This Guide and the in-person training will help you access, navigate, upload, and download files, in this case your completed Renewal Application Kit. If you have any questions or feedback after reviewing the guide, please contact Susan Coates at <a href="mailto:susan.coates@state.nm.us">susan.coates@state.nm.us</a>.</p> <p>Files must be submitted via your account on the Sharepoint File Transfer Site no later than 5:00 p.m. (mountain time) Tuesday, October 1, 2013.</p> <p><b>Note:</b> Submission prior to October 1<sup>st</sup>, 2013 of the current year will not commence the deadlines for review. If you decide to submit your application early, you may have the opportunity to schedule an earlier site visit. However, early submission does not put applicants at an advantage; all applications are treated equally and fairly as long as they are submitted by the deadline above.</p> <p>Please note that the <b>Renewal Application Kit requires you to submit a copy of your amendments; however, your most Current Charter (contract/application) will be uploaded by CSD under your school’s folder on the Sharepoint File Transfer Site. Please review your current charter/application as it is presented on this site to ensure all information is current and accurate.</b> The approved amendments, which you will provide, must be signed and dated by the appropriate authority and uploaded as a single PDF as Appendix E. CSD is not responsible for advising you on how to properly convert your documents.</p> |
| <b>Technical Assistance Workshops (April – September 2013)</b>     | The CSD will provide technical assistance workshops for the charter renewal application process between April and September, 2013. Applicants will be notified of the dates, times, and locations. Continue to check the CSD website for further information and updates to this process.  |
| <b>Renewal Application Review Period (October 1–November 14)**</b> | A CSD review team will analyze your Renewal Application Kit. The CSD staff will schedule your Renewal Site Visit prior to the completion of the CSD Renewal Analysis. This site visit is designed to verify the evidence and documentation supporting the renewal application kit.   |
| <b>CSD Renewal Analysis (November 14)**</b>                        | The CSD will send each renewal applicant a Renewal Analysis. This analysis will synthesize the strengths and weaknesses of the charter school as found by the CSD Review Team in their review of the application kit as well as anything discovered at the Renewal Site Visit. The charter school will have a time to respond to the analysis before it is sent to the PEC.  |
| <b>Response to Renewal Analysis (November 14–</b>                  | Renewal applicants may respond in writing to the information contained in the Renewal Analysis. These responses must be submitted using the Sharepoint File Transfer Site. Again, more training on using and maneuvering this site is forthcoming.   |

|  |  |
|--|--|
| <b>December 2)**</b>   |  |
| <b>CSD Director's Recommendation (December 6)**</b>          | The CSD will send a recommendation to the PEC to approve or deny the renewal application on <b>Friday, December 6, 2013</b> . Renewal applicants will receive a copy of the recommendation prior to the PEC acting on the application.                           |
| <b>Final Authorization Meeting of PEC (December 12–13)**</b> | The PEC will hold a public decision-making meeting to approve, approve with conditions, or deny the renewal application on <b>December 12–13, 2013</b> .   |
| <b>Contract Negotiations (December, 2013–March, 2014)**</b>  | If approved, the chartering authority shall enter into a contract with the governing body of the applicant charter school within 30 days of approval of the renewal application. (The charter schools and PEC may agree to an extension of the 30-day deadline.) |

## State Charter Renewal Application Evaluation Standards

Based on the completed renewal application kit, the charter school Renewal Site Visit, the Renewal Analysis from the CSD staff, status reports provided by the PED's divisions and bureaus, and, if applicable, the local school district, the CSD will make a recommendation to the PEC regarding renewal of a school's charter. The following questions guide the CSD's recommendation regarding renewal and are based upon the four reasons that a chartering authority must determine a charter school has violated in order to refuse to renew a charter pursuant to Subsection K of Section 22-8B-12 NMSA 1978.

**Has the school committed a material violation of any of the conditions, standards, or procedures set forth in the charter?**

The school's charter defines the terms under which it proposes to operate and defines the measurable goals that the school agreed to meet. The CSD will analyze the evidence presented in the report from the school's current chartering authority regarding their determination of whether the school has committed a material violation of its charter.

**Has the school failed to meet or make substantial progress toward achievement of the PED's minimum educational standards or student performance standards identified in the charter application?**

The CSD will examine student achievement data on required state tests and on other measures set forth in the preliminary renewal analysis and reflected in Part A of the Renewal Application completed by the charter school.

**Has the school failed to meet generally accepted standards of fiscal management?**

The CSD will rely on documentary evidence based on the reports from the PED's School Budget and Finance Analysis Bureau and the Audit and Accounting Bureau with regard to whether the school has met generally accepted standards of fiscal management.

**Has the school violated any provision of law from which the state-chartered charter school was not specifically exempted?**

The CSD will rely on documentary evidence gathered by the CSD or, if applicable, local district authorizer staff during the term of the school's charter to determine if the school has compiled a record of substantial compliance with applicable state and federal laws and regulations, including, but not limited to, submitting items to its chartering authority in a timely manner.



## Glossary of Terms

**Amended Charter School Act (SB446):** In 2011, the New Mexico Legislature amended the Charter School Act (Act) in several ways. The purpose of the amended Act is to increase accountability of charter schools and authorizers. The primary changes to the Act were the addition of a separate “Performance Contract” (§22-8B-9 NMSA 1978) between the authorizer and the charter school and “Performance Frameworks” (§22-8B-9.1 NMSA 1978).

**Assessment:** A method, tool, or system used to evaluate and demonstrate student progress toward—or mastery of—a particular learning standard or goal (e.g., a standardized test, short-cycle tests, teacher-developed tests, a portfolio-judging system, etc.).

**Contract Negotiation Process:** *(This term is pertinent upon approval and not immediately relevant to Part A, the Renewal Application Kit.)* The PEC/CSD process to develop with the charter school the terms of the Performance Contract and Performance Framework utilizing the Contract Negotiation Worksheet. Representatives from the charter school and the CSD develop a working draft of the worksheet. A final draft is negotiated with the PEC Charter School Committee and the fully populated contract and frameworks are presented to the governing body of the charter school and the full PEC for final approval. If the PEC and charter school fail to agree on terms during the contract negotiations, either party may appeal to the Secretary of Education.

**Current Charter:** The current charter is the approved charter (charter contract) with any amendments and/or changes that have been authorized for the current operational term.

**Goals/Indicators:** Goals/Indicators are aspirations, usually mission-related, that the school wants to achieve. Indicators are markers along the way that indicate whether progress is being made towards the goals and at what level. Since the two concepts are closely related, some people use goals to aspire to, others use indicators for the same reason. A charter school has the option to select supplemental or alternative indicator(s) in addition to their mission-specific indicator(s) that demonstrate the school’s performance. Goals or indicator(s) must be measurable, rigorous, valid, and reliable.

**Material Term:** The PEC/PED will use the following definition used by the National Association of Charter School Authorizers (NACSA) for **Material Terms**:

The term *material* means that the authorizer deems the matter relevant to

1. The authorizer’s accountability decisions including but not limited to decisions about whether to renew or non-renew or revoke a charter; or
2. Information that a family would consider relevant to a decision to attend the charter school.

The material terms will be the provisions that the charter school will need to amend in order for the school to modify any of the terms of the contract. **Please note:** The material terms are those essential elements with which the charter school agrees to comply. These are **not** the only terms that could be breached in the contract and do not identify the only terms that could be subject to “material violations.” There could be a material violation of any term in the Performance Contract or Performance Framework.

**Material Violation:** A material violation occurs when one party fails to perform their duties as specified in a contract. A contract may be violated by one or both parties. A material violation may result in the need for corrective action.

**Mission-Specific Indicator(s):** *(This term is pertinent upon approval and not immediately relevant to Part A, the Renewal Application Kit.)* An indicator (or “goal”) that captures the school’s accomplishment of a charter school’s specific mission. This indicator is negotiated between the charter schools and the authorizer.

**New Mexico Condition Index (NMCI):** The PSFA ranks every school facility condition in the state based upon relative need from the greatest to the least. This metric is used to compare and prioritize schools for capital outlay funding.

**Performance Contract:** (§22-8B-9 NMSA) *(This term is pertinent upon approval and not immediately relevant to Part A, the Renewal Application Kit.)* The charter authorizer shall enter into a contract with the governing body of the applicant charter school within 30 days of approval of the charter application. The charter contract shall be the final authorization for the charter school and shall be part of the charter. If the chartering authority and the applicant charter school fail to agree upon the terms of or enter into a contract within 30 days of the approval of the charter application, either party may appeal to the secretary to finalize the terms of the contract, provided that such appeal must be provided in writing to the secretary within 45 days of the approval of the charter application.

**Performance Frameworks:** [§22-8B-9.1 NMSA] *(This term is pertinent upon approval and not immediately relevant to Part A, the Renewal Application Kit.)* The charter contract will also include a performance framework tied to annual metrics and measures for:

- (1) student academic performance;
- (2) student academic growth;
- (3) achievement gaps in proficiency and growth between student subgroups;
- (4) attendance;
- (5) recurrent enrollment from year to year;
- (6) if the charter school is a high school, post-secondary readiness;
- (7) if the charter school is a high school, graduation rate;
- (8) financial performance and sustainability; and,
- (9) governing body performance

**Performance Contract Worksheet (“Worksheet”):** *(This term is pertinent upon approval and not immediately relevant to Part A, the Renewal Application Kit.)* This document is used to assist renewing schools and the authorizer to populate the charter school Performance Contract required under the Charter School Act to improve authorizer and charter school accountability. The items in the Worksheet are intended to ultimately populate the blank sections of the Contract. This document is intended to make it easier to see all negotiated terms at one time in one relatively short document.

**PSFA:** Public Schools Facilities Authority. The PSFA serves as the staff to the Public School Capital Outlay Council (PSCOC) to implement the New Mexico Condition Index (NMCI) as well as to approve and monitor lease assistance applications.

**Self-Report:** Self study is a procedure where an education program describes, evaluates, and subsequently improves the quality of its efforts. Through the self-study process, a program conducts a systematic and thorough examination of all its components in light of its stated mission. Self study is a process that should be ongoing. Active and continuous involvement in self study reflects a commitment to the concept of providing students with a quality educational experience.



## 2013 State Charter Renewal Application Process

The Charter Renewal Application Process includes the following:

**Part A—Self-Report on Progress (A Report on the Current Charter Term)—The Charter Renewal Application**

**Part B—Renewal Site Visit Protocol**

**Part C—CSD Analysis and Recommendation**

**Part D—Performance Contract Negotiation Process (If Charter Renewal Application is Approved by the PEC)**

Please Note

- ☐ Read the entire Renewal Application before you begin to prepare your written documents. Please complete the application thoroughly. In an effort to help you understand the requirements included in the Renewal Application, the CSD will hold a minimum of two technical assistance workshops (April–September). You will be notified of the dates, times, and locations of the workshops.
- ☐ Review your current charter, including any approved amendments, prior to completing Part A.

## Charter School Pre-populated Data

|   |   |
|---|---|
| Name Of School:<br><b>Ralph J. Bunche Academy</b>                         | School District:<br><b>Albuquerque</b>  |
| Mailing Address of School:<br><b>230 Truman NE, Albuquerque, NM 87108</b> | Physical Address of School<br><b>230 Truman NE, Albuquerque, NM 87108</b>   |
| Phone Number Of School:<br><b>(505) 292-0100</b>                          | Name and Email Of Head Administrator:<br><b>Dr. Penne Wilson, Head Administrator</b><br><b>Email: drwilson@rjba.org</b>                 |
| School's Initial Opening Date:<br><b>2006</b>                             | Name and Email Of The Governing Body Chair/President:<br><b>Kanayo Chiemelu, Acting President</b><br><b>Email: kochiemelu@yahoo.com</b> |
| Grade Levels Served: <b>K-8</b>   | Current Enrollment Cap: <b>270</b>  |

### Current School Mission:

Ralph J. Bunche Academy will be a community of learners who explore, discover, and prepare to assume leadership roles through the use of Afro-Centric, technology infused, interdisciplinary project-based, standards=guided learning experiences.

### Current Enrollment And Demographic Information

(2012–2013 120 day count)

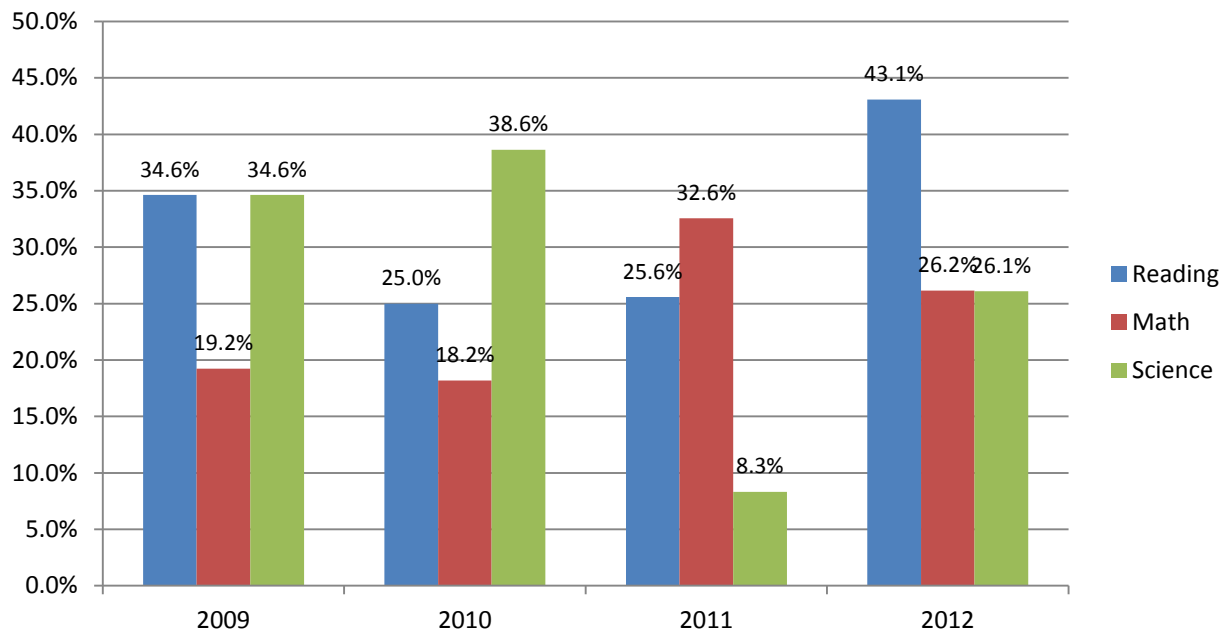
| Enrollment                   | Percent    |
|------------------------------|------------|
| Total Enrollment: <b>104</b> |            |
| Gender                       |            |
| # Male: <b>60</b>            | <b>58%</b> |
| # Female: <b>44</b>          | <b>42%</b> |
| Ethnicity/Race               |            |
| # White: <b>13</b>           | <b>13%</b> |

|                                    |      |
|------------------------------------|------|
| # Hispanic: 54                     | 52%  |
| # African American: 36             | 35%  |
| # Asian: 0                         | 0%   |
| #Native American: 1                | 1%   |
| Special Populations                |      |
| # Economically Disadvantaged: 95   | 91%  |
| # Students With IEPs: 7            | 7%   |
| # English Language Learners: 19    | 18%  |
| # Eligible For Free/Reduced Lunch: |      |
| Title 1 Target and Schoolwide: 104 | 100% |
| Title 1 Target: 0                  | 0%   |
| Title 1 Schoolwide: 104            | 100% |

## School Proficiencies

|         | 2009  | 2010  | 2011  | 2012  |
|---------|-------|-------|-------|-------|
| Reading | 34.6% | 25.0% | 25.6% | 43.1% |
| Math    | 19.2% | 18.2% | 32.6% | 26.2% |
| Science | 34.6% | 38.6% | 8.3%  | 26.1% |

### Ralph J Bunche Academy Charter Proficiencies



This graph shows a yearly snapshot of the percent of students that achieved proficiency in each content area. While this is helpful, these percentages are a rather coarse measure of change. Students fall into only one of two categories, pass or fail, which may obscure significant improvements (or declines) that occur below the proficiency threshold. For example, a student can move from 0 scaled score points in the first year, to 20 scaled score points in a second year, a substantial leap from the lowest to highest score within a single proficiency level, and yet this growth would not be reflected in these percentages because the student had not yet crossed the proficiency line.

For a better look at individual student growth that occurs below and above the proficiency line, see the A-F School Grading report Student Growth. Here you may find that a school with struggling students (non proficient) may demonstrate that they are making striking gains at closing the achievement gap for these students. In the A-F report, both School Growth and Student Growth summarize a school's progress over the past three years.

**School Report Card Snapshot (source: School Grading Report 2011-2012)**

|   |  |  |
|---|--|--|
| Final Grade: <b>D</b><br>Total Points: <b>40.7</b>  | Current Standing: <b>F</b><br>Points: <b>12.6</b><br>Possible Points: <b>40</b>                | School Growth: <b>F</b><br>Points: <b>0.9</b><br>Possible Points: <b>10</b>  |
| Growth of Q3 (highest performers): <b>D</b><br>Points: <b>3.5</b><br>Possible Points: <b>20</b> | Growth of Q1 (lower performers): <b>D</b><br>Points: <b>12.3</b><br>Possible Points: <b>20</b> | Opportunity to Learn: <b>B</b><br>Points: <b>8.6</b><br>Possible Points: <b>10</b>                                     |
| Graduation:<br>Points:<br>Possible Points:  | College & Career Readiness:<br>Points:<br>Possible Points:                                     | Bonus Points: <b>2.8</b><br>Possible Points: <b>5</b><br>Reasons: <b>for exceptional student and parent engagement</b> |
| Reading Proficiency: <b>43.1%</b><br>State Reading Goal: <b>52.3%</b>                           | Math Proficiency: <b>26.2%</b><br>State Math Goal: <b>45.0%</b>                                |  |

The ABCDF grading framework was set using student data from 2011, two years ago. At that time the PED normed each indicator, anchoring the grade of “C” at the average for all schools statewide. For example, a school that achieves a “C” in College and Career Readiness has scored very similar to all other schools in the state. A school that rises to the “A” or “B” level in any indicator shows unusual deviation from other schools.

While AYP focused mainly on a single yearly snapshot, School Grading has developed a well-rounded picture of all facets of a school’s performance. In particular, these key indicators each demonstrate unique information that was not available in earlier years:

(Current Standing – the percentage of students proficient in a single year; duplicates AYP)

School Growth – the growth in scaled scores of student groups over time; summarizes the most recent three years

Student Growth – the growth in scaled scores of individual students over time; summarizes most recent three years

Opportunity to Learn – the use of evidence-based practices known to promote learning and retain students in school

Graduation – the success and persistence in graduating students; partly rewarding growth in graduation rates over the past three years

Career/College Readiness – the adequate preparation of high school students for what lies after high school

**\* The profile of these indicators should be considered individually as well as a whole.**



**Part A—Self-Report on Progress**  
(A Report on the Current Charter Term)



## Part A—Self Study/Report on Progress

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## Part A—Self Study/Report on Progress

### I. Report on Progress—Charter School Self Report

The Charter School Act requires that each school seeking to renew its charter must submit a report on the progress of the charter school in achieving the goals, objectives, student performance outcomes, state minimum educational standards, and other terms of the current charter, including the accountability requirements set forth in the Assessment and Accountability Act.

#### A. Academic Performance/Education Plan

The Charter School Act provides as follows:

A charter may be suspended, revoked, or not renewed by the chartering authority if the chartering authority determines that the charter school... failed to meet or make substantial progress toward achievement of the department's minimum educational standards or student performance standards identified in the charter contract at Paragraph 2 of Subsection K of 22-8B-12 NMSA 1978.

New Mexico Educational Standards-AYP/School Report Card —as measured by the New Mexico Standards Based Assessment (SBA) results

The PED and CSD have provided a snapshot of your school's history regarding Math and English Proficiency using information provided by the Assessment and Accountability Bureau in the pre-populated prior section. Please reflect on this data that the state has regarding your school and **offer insight, explanation, and/or evidence to fully discuss your accomplishments and your school's unique approach any progression, stagnancy, and/or regression** (as appropriate, please refer to the explanation provided above as well). The information provided is merely a snapshot of your school and we realize that the entire report card, as well as AYP reports are much more in-depth.

The PED and CSD have also pre-populated/provided your latest School Grading Report. This Report Card offers a more nuanced view of your school regarding, Q3 and Q1 growth, graduation rates, college and career-readiness, etc. Discuss, explain, and analyze that Grading Report as you see fit; however, as you will have a much more current School Grading Report before this Application Kit is due, you will have room below to talk about that Report which covers three years worth of data. Please feel free to expand the text box below if you need more room for your analysis.

#### 1. NMSBA School Summary—All Students

*Provide a statement of progress and additional information regarding the School Proficiencies and School Report Card Snapshot as pre-populated above:* The Governing Council has taken an innovative approach to assisting students achieve academic success by implementing a Performance Management System. The Performance Management System components are interrelated and provide the organization with clear direction and accountability. These components are Strategic Thinking and Assessment, Operational Quality, Performance Measures and Performance Analysis and Improvement. The Performance Scorecard will provide the Governing Council a concrete way for managing their meetings and addressing performance issues immediately. The Governing Council will use the Performance Scorecard to evaluate the principal's ability to meet the school's goals and performance targets. RJBA believes that it has the responsibility to provide quality education which addresses the needs of its students while meeting the mission for which it was founded. This is only possible through a process of continuous reflection and improvement. See the attached Strategy Map found in the appendices to this document.

#### School Grading Report 2012–2013

## Part A—Self Study/Report on Progress

As it is released in July 2013, this information should and will be used in conjunction with the school's data to analyze the school's academic performance. While the School Grading Report for 2013 does not offer four years worth of data, it does offer a much richer and more nuanced review of your school's performance than the School History Snapshot inserted above as it includes student growth. This information will not cover four, but **three years** and is important for the PEC to consider when reviewing a school's renewal application.

Please provide information regarding the newest School Grading Report to be released in July 2013.

### Final Grade

|                 |                           |  |
|-----------------|---------------------------|--|
| Grade: <b>F</b> | Total Points: <b>28.5</b> |  |
|-----------------|---------------------------|--|

*Provide a statement of progress and additional information regarding the above data:*

We recognize that the grade given for 2013 is lower than the previous two years. There are several factors that influenced this grade:

1. 2012 Fall NWEA Short Cycle Assessment indicate that RJBA started the school year with 75% (39 of 52) of K-8 students testing below grade level in reading. 2012 Fall NWEA Short Cycle Assessment: RJBA started the school year with 65% (34 of 52) K3–K8 of students testing below grade level in Math. Pie charts reflecting this data are found in the appendices.

2. Recognition that the changes in the instructional design processes have not yet gained traction as the school moved from NMSS to CCSS standards K-8 last year.

a. K3+

b. Staff Development in use of Common Core at all grade levels. RJBA has adopted the Engage New York curriculum as the basis for its development of its project based learning to provide a consistent framework upon which to build.

c. K12 Teach Staff Development in areas of writing to explain and reading instruction. This training was presented by an outside expert according to the analysis of data by the school but lacked follow through on a regular basis. As a result, students did not meet the expectations for writing; students were not adequately prepared to explain their answers or to cite textual evidence to support their responses.

d. Other changes per strategic plan and EPSS.

3. Administration of the test and the testing environment negatively impacted student performance and must be adjusted.

a. Lack of parental support (continuous student attendance) during the entire testing window.

b. RJBA did not provide the optimal testing schedule for students to test successfully.

4. It is also important to note, that statistical evidence for groups with an N of less than 400 is problematic and unreliable. We will articulate the program and training modifications that we have made in order to improve student progress and performance.

Corrections to the instructional design have been recognized and are being implemented per our three strategic goals and accompanying objectives:

1. The school will continue to elicit parent support by asking that students not be absent for extended periods of time during the testing window.

2. The school will follow best practice and test only on Tues-Thurs, mornings in order to encourage students to do their best and avoid the fatigue factor.

3. The school will attempt to give most tests using computer based software rather than paper based tests in order to extend the testing window.

4. Teachers will create assessments to emulate the assessment items on the SBA/PARCC in order to provide additional practice.

5. Staff development training will focus on writing to learn and on developing student skills in writing and to help them become marathon rather than sprint writers.

6. The reading coach, the intervention teacher, and the principal as well as the outside consultant will constantly provide feedback to teachers regarding their practice: the inclusion of writing, explaining using evidence, and

## Part A—Self Study/Report on Progress

writing clearly and correctly into their practice.

7. K3+ Program was implemented in order to reduce the numbers of students entering the 3 grade who are below proficiency. The results from this program were positive and we will continue to offer this program in the coming years.

### Current Standing

|   |                    |                            |
|---|--------------------|----------------------------|
| Grade: <b>F</b>   | Points: <b>7.8</b> | Possible Points: <b>40</b> |
| <i>Provide a statement of progress and additional information regarding the above data:</i> For those students who are with us for 3 or 4 years, we are able to demonstrate that they make consistent growth overtime. We have established expectations and goals for students with whom we have been working, and a body of information to guide instruction and intervention. Issues arise in obtaining the information that RJBA needs to determine the specific needs for those students who enter. Records regarding the student often do not arrive until 4 to 6 weeks after the student does. While we are able to identify academic needs fairly quickly through the uses of screening instruments, the emotional, social, behavioral issues or other complicating factors may not be reported by parents or may not be apparent in the records that are received. We are working on methodology and practices that will enable RJBA to more quickly identify the challenges that the child faces in order to provide the appropriate interventions to the level that is required to facilitate progress towards expected proficiency levels. |                    |                            |

### School Growth

|   |                  |                            |
|---|------------------|----------------------------|
| Grade: <b>F</b>   | Points: <b>0</b> | Possible Points: <b>10</b> |
| <i>Provide a statement of progress and additional information regarding the above data:</i> This grade is very disturbing to the school as we have focused on the development of intervention and differentiation through the common core to meet the needs of our students. We are currently modifying and adjusting all elements of the instructional day to help all students meet their potential. We have identified some additional potential root causes of the lack of growth through the use of the Gibson test which identifies the cognitive skills deficiencies of our students and we have implemented an intervention program to work with all students, and are also addressing them through the identified interventions listed above in this document. Some potentially positive information is that the students are scoring an average of 20 points higher on the fall MAP tests which are now totally CCSS aligned. We will work to ensure that this translates to the assessments given in the spring and will justify all of the work of the last two years to effectively incorporate CCSS into the Afrocentric, project-based curriculum of RJBA. |                  |                            |

### Q3 (Highest Performing 75%) Growth

|  |                    |                            |
|--|--------------------|----------------------------|
| Grade: <b>F</b>  | Points: <b>0.3</b> | Possible Points: <b>20</b> |
| <i>Provide a statement of progress and additional information regarding the above data:</i> We have analyzed the results of these students, their strengths and weaknesses, and have determined that they are able to answer a prompt effectively as they are, as a group, proficient in writing. However, they are not able to effectively respond to the extended response items by using information from the text, nor are they adequately able to explain the process to respond to a mathematics problem; therefore, we are designing staff development training to help these students become more expressive. We have also tested all students to identify their cognitive skill strengths and weaknesses and have determined that most of this population does not have effective levels of processing skills and need further training in these skills to help them reach proficiency and beyond. For this reason, we have become a pilot school for WAVE Reading Health and are working with this organization to provide training in cognitive skills and including specific cognitive tools development throughout the curriculum including planned play. |                    |                            |

### Q1 (Lowest Performing 25%) Growth

|  |                    |                            |
|--|--------------------|----------------------------|
| Grade: <b>F</b>  | Points: <b>9.5</b> | Possible Points: <b>20</b> |
| <i>Provide a statement of progress and additional information regarding the above data:</i> In order to meet the needs |                    |                            |

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of these students, RJBA has changed its delivery model and is using a highly qualified, Level 2 teacher to intervene with the students in their classrooms. She is also modeling instruction with the teachers, monitoring their lesson plans for appropriate differentiation, and helping teachers to understand and appropriately use the data.

### Opportunity to Learn

|   |                    |                            |
|---|--------------------|----------------------------|
| Grade: <b>B</b>   | Points: <b>8.9</b> | Possible Points: <b>10</b> |
| <i>Provide a statement of progress and additional information regarding the above data:</i> Teachers provide "I Can" statements on a daily basis so that students have a metacognitive awareness and are able to clearly articulate what they are learning. They also focus on academic language so that students are prepared to read and respond to the survey knowledgeably. |                    |                            |

### Graduation—as applicable

|   |         |                  |
|---|---------|------------------|
| Grade:  | Points: | Possible Points: |
| <i>Provide a statement of progress and additional information regarding the above data:</i> |         |                  |

### College and Career Readiness—as applicable

|   |         |                  |
|---|---------|------------------|
| Grade:  | Points: | Possible Points: |
| <i>Provide a statement of progress and additional information regarding the above data:</i> |         |                  |

### Bonus Points

|   |                           |         |
|---|---------------------------|---------|
| Points: <b>2.1</b>  | Possible Points: <b>5</b> | Reason: |
| <i>Provide a statement of progress and additional information regarding the above data:</i> Ralph J. Bunche Academy prides itself on the involvement of the community in the school as well as the school in the community and is working to expand opportunities both for the parents and the community that supports it into the activities of the school. We are pleased that we were able to demonstrate this performance last year and are expanding our outreach this year. |                           |         |

## Part A—Self Study/Report on Progress

### 2. Mission Specific and/or Student Academic Performance Standards/Goals from your Current Charter

—as measured by the school’s selected short-cycle assessments and/or other standards-based instruments.

Please provide your goals and/or indicators regarding Academic Student Performance as they are written into your current charter, *as appropriate*. In the boxes below, include the results of short-cycle assessment(s), or other standards-based instrument(s) used to measure student progress, the average annual data obtained using those assessments, and the school’s statements and analysis of student progress towards the standards. *Please copy the box below based on the number of academic/performance goals/indicators you have in your current charter.*

Please note: If you have another means of representing the data requested below, you may insert that alternative representation (e.g., charts, graphs etc.).

| Student Academic Performance Standard/Goal #1:<br>45% of all (cohort) students will meet grade level standards as measured by short cycle and annual assessments by May 2013.   |                             |                             |  |   |
|---|-----------------------------|-----------------------------|--|---|
| Standardized Short-Cycle Assessment or other Standards-based Instrument(s) Used<br>(Identify level of scores that indicate proficiency):<br>RJBA started using the NWEA assessment tool in school year 2011-2012 which also coincided with the new charter. |                             |                             |  |   |
| Data—Average Scores   |                             |                             |  |   |
| Grade Level   | Year 1<br>School Year 09–10 | Year 2<br>School Year 10–11 | Year 3<br>School Year 11–12  | Year 4<br>School Year 12–13   |
| 3 <sup>rd</sup> Grade<br>Reading/Math   |                             |                             | Percent of Cohort Demonstrating Reading Growth = 67%<br>AVG. Cohort Reading RIT Scale Points = 10.5<br><br>Percent of Cohort Demonstrating Math Growth = 60%<br>AVG. Cohort Math RIT Scale Points = 11.3 | Percent of Cohort Demonstrating Reading Growth = 60%<br>AVG. Cohort Reading RIT Scale Points = 10.3<br><br>Percent of Cohort Demonstrating Math Growth = 89%<br>AVG. Cohort Math RIT Scale Points = 9.1 |
| 4 <sup>th</sup> Grade<br>Reading/Math   |                             |                             | Percent of Cohort Demonstrating Reading Growth = 40%<br>AVG. Cohort Reading RIT Scale Points = 6.5<br><br>Percent of Cohort Demonstrating Math Growth = 100%<br>AVG. Cohort Math RIT Scale Points = 7.2  | Percent of Cohort Demonstrating Reading Growth = 86%<br>AVG. Cohort Reading RIT Scale Points = 13.1<br><br>Percent of Cohort Demonstrating Math Growth = 28%<br>AVG. Cohort Math RIT Scale Points = 6   |



## Part A—Self Study/Report on Progress

|                                       |  |  |  |  |
|---------------------------------------|--|--|--|--|
| 5 <sup>th</sup> Grade<br>Reading/Math |  |  | <p>Percent of Cohort Demonstrating Reading Growth = 67%<br/>AVG. Cohort Reading RIT Scale Points = 5.25</p> <p>Percent of Cohort Demonstrating Math Growth = 50%<br/>AVG. Cohort Math RIT Scale Points = 8.6</p> | <p>Percent of Cohort Demonstrating Reading Growth = 43%<br/>AVG. Cohort Reading RIT Scale Points = 6.3</p> <p>Percent of Cohort Demonstrating Math Growth = 83%<br/>AVG. Cohort Math RIT Scale Points = 8.8</p>  |
| 6 <sup>th</sup> Grade<br>Reading/Math |  |  | <p>Percent of Cohort Demonstrating Reading Growth = 25%<br/>AVG. Cohort Reading RIT Scale Points = 7</p> <p>Percent of Cohort Demonstrating Math Growth = 50%<br/>AVG. Cohort Math RIT Scale Points = 2.5</p>    | <p>Percent of Cohort Demonstrating Reading Growth = 42%<br/>AVG. Cohort Reading RIT Scale Points = 9.8</p> <p>Percent of Cohort Demonstrating Math Growth = 55%<br/>AVG. Cohort Math RIT Scale Points = 8.8</p>  |
| 7 <sup>th</sup> Grade<br>Reading/Math |  |  | <p>Percent of Cohort Demonstrating Reading Growth = 71%<br/>AVG. Cohort Reading RIT Scale Points = 8.4</p> <p>Percent of Cohort Demonstrating Math Growth = 71%<br/>AVG. Cohort Math RIT Scale Points = 5.6</p>  | <p>Percent of Cohort Demonstrating Reading Growth = 71%<br/>AVG. Cohort Reading RIT Scale Points = 10.6</p> <p>Percent of Cohort Demonstrating Math Growth = 71%<br/>AVG. Cohort Math RIT Scale Points = 8.8</p> |
| 8 <sup>th</sup> Grade<br>Reading/Math |  |  | No 8 <sup>th</sup> Grade Class during this period  | <p>Percent of Cohort Demonstrating Reading Growth = 42%<br/>AVG. Cohort Reading RIT Scale Points = 12.8</p> <p>Percent of Cohort Demonstrating Math Growth = 82%<br/>AVG. Cohort Math RIT Scale Points = 7.6</p> |
|                                       |  |  |  |  |

## Part A—Self Study/Report on Progress

*Provide a statement of progress and additional information regarding the above data:*

The NWEA testing at RJBA started with the new three year charter school year 2011-2012. The NWEA cohort is defined as students who took the fall and spring assessments.

The 2012 NWEA demonstrates that instructional design changes are starting to make improvements in both Reading and Math.

4<sup>th</sup> grade expected RIT Score growth/year in reading is **6.9**; 2012 average gain **13.1**

4<sup>th</sup> grade expected RIT Score growth/year in math is **8.7** ; 2012 average gain **6**

5<sup>th</sup> grade expected RIT Score growth/year in reading is **5.2**; 2012 average gain **6.3**

5<sup>th</sup> grade expected RIT Score growth/year in math is **8.1** ; 2012 average gain **8.8**

6<sup>th</sup> grade expected RIT Score growth/year in reading is **4.1**; 2012 average gain **9.8**

6<sup>th</sup> grade expected RIT Score growth/year in math is **6** ; 2012 average gain **8.8**

7<sup>th</sup> grade expected RIT Score growth/year in reading is **3.4**; 2012 average gain **10.6**

7<sup>th</sup> grade expected RIT Score growth/year in math is **4.9** ; 2012 average gain **8.8**

8<sup>th</sup> grade expected RIT Score growth/year in reading is **3.1**; 2012 average gain **12.8**

8<sup>th</sup> grade expected RIT Score growth/year in math is **4.3**; 2012 average gain **7.6**

## Part A—Self Study/Report on Progress

### 3. Other Student Performance Standards/Goals from your Current Charter—as applicable

Please provide your goals and/or indicators regarding other student performance measures as they are written into your current charter, *as appropriate*. Please provide the measure(s) used to assess student progress; the average annual data obtained using those measures, and the school's statements and analysis of student progress towards the standard/goal. *Please copy the box below based on the number of other performance goals/indicators you have in your current charter.*

Please note: If you have another means of representing the data requested below, you may insert that alternative representation (e.g., charts, graphs etc.).

| Student Performance Standard/Goal #1: 45% of students (cohort) will meet grade level standards by May 2013. Note use SBA data. |                             |   |   |   |
|--|-----------------------------|---|---|---|
| Measure(s) Used: NMPED NMSBA Data Students testing Proficient and Advanced   |                             |   |   |   |
| Data—Average Annual Data   |                             |   |   |   |
| Grade Level  | Year 1<br>School Year 09–10 | Year 2<br>School Year 10–11                               | Year 3<br>School Year 11–12                               | Year 4<br>School Year 12–13                               |
| 3rd  |                             |   | All students Reading = 50%<br>All students Math = 50%     | All students Reading = 30.8%<br>All students Math = 23.1% |
| 4th  |                             | All students Reading = 25%<br>All students Math = 16.7    | All students Reading = 54.5%<br>All students Math = 27.3% | All students Reading = 27.3%<br>All students Math = 27.3% |
| 5th  |                             | All students Reading = 27.3%<br>All students Math = 45.5% | All students Reading = 33.3%<br>All students Math = 16.7% | All students Reading =<br>All students Math =             |
| 6th  |                             | All students Reading = 23.1%<br>All students Math = 46.2% | All students Reading = 33.3%<br>All students Math = 25%   | All students Reading = 14.3%<br>All students Math = 14.3% |
| 7th  |                             |   | All students Reading = 33.3%<br>All students Math = 16.7% | All students Reading = 20%<br>All students Math = 10%     |
| 8th  |                             |   |   | All students Reading = 30.8%<br>All students Math = 7.7%  |
|  |                             |   |   |   |

## Part A—Self Study/Report on Progress

*Provide a statement of progress and additional information regarding the above data:*

RJBA dilemma is incoming students arrive multiple grade levels behind in both Reading and Math. This puts the school into a “catch-up” mode that requires significant changes to the school’s instructional design (systems, processes and activities). In 2012 RJBA started the school year with 75% (39 of 52) of K-8 students testing below grade level in reading and 65% testing below grade level in Math The Governing Council and Head Administrator developed a strategy map detailing needed improvement changes. These changes are being implemented; however, the changes require data reflection, adjustments and time. The changes made to date are not reflected fully on the NMSBA scores above, but are starting to show up on the short cycle assessments. In addition, the high student mobility rate, and the new NMPED required changes to the school’s instructional design (systems, processes and activities) have added to the slowness of instructional traction the school is experiencing. If the student cannot read, then they test poorly, hence our poor scores.

Students who stay with RJBA and are engaged in the learning process have demonstrated gains in both reading and math.

RJBA NMSBA Cohort students (students that have been with RJBA 3 years) demonstrated consistent growth.

2011 4<sup>th</sup> Grade Reading Cohort Average NMSBA gains – 99.6 scaled score points

2011 4<sup>th</sup> Grade Math Cohort Average NMSBA gains -98.6 scaled score points

2011 5<sup>th</sup> Grade Reading Cohort Average NMSBA gains – 98.5 scaled score points

2011 5<sup>th</sup> Grade Math Cohort Average NMSBA gains – 97.25 scaled score points

2011 6<sup>th</sup> Grade Reading Cohort Average NMSBA gains -101 scaled score points

2011 6<sup>th</sup> Grade Math Cohort Average NMSBA gains – 99.2 scaled score points

### See Appendix E for Graphs

The average academic growth for all cohort students will be 1 year by May (Dibels) Grades K-3

Dynamic Indicators of Basic Early Literacy Skills – DIBELS is an individually administered assessment for students in grades K-3. Upon completion of testing the students are given an instructional recommendation in one of 3 categories; Intensive/At Risk/Benchmark. The data below indicates the percentage of students each level in the fall (BOY) and spring (EOY) of each school year.

#### Data: 2011-2012

##### Intensive:

BOY – 66%; EOY – 44%

##### At Risk

BOY – 11%; EOY 33%

##### Benchmark

BOY – 22%; EOY 22%

#### Data: 2012-2013

##### Intensive:

BOY – 42%; EOY – 42%

##### At Risk

BOY –0%; EOY 11%

##### Benchmark

BOY –63%; EOY 53%

#### Data: 2013-2014

##### Intensive:

BOY – 69%;

##### At Risk

BOY –6%;

##### Benchmark

BOY –25%;

## Part A—Self Study/Report on Progress

**Progress Report:** : The students who are either in the “Intensive” or “At Risk” category are progress monitored every two weeks to help determine if the students are making progress towards benchmark and to assist the teacher in making appropriate modifications in instruction and to differentiate appropriately.

## Part A—Self Study/Report on Progress

### 4. Other Organizational Performance Standards/School Goals from your Current Charter—as applicable

Please provide your goals and/or indicators regarding organizational performance measures as they are written into your current charter, *as appropriate*. Please describe the measure(s) used to assess progress; the data obtained using those measures, and the school's statements of progress towards and analysis of the standard/goal(s). *Please copy the box below based on the number of organizational performance goals/indicators you have in your current charter.*

Please note: If you have another means of representing the data requested below, you may insert that alternative representation (e.g., charts, graphs etc.).

|   |
|---|
| Organizational Performance Standard/School Goal #1: Increase community and parent participation by 50% by May 2013. |
|---|

|  |
|--|
| Measure(s) Used: Parent Sign-In Logs and Teacher Reporting of Parent Volunteering; Log of Community Events as Submitted to PED for Bonus Points. |
|--|

|   |
|---|
| <i>Provide a statement of progress and additional information regarding the above data:</i> The Parent and Community Participation in the school met this goal as RJBA received 2.1 Bonus Points last year. We are seeking to increase this involvement through the establishment of four new programs: SOAR which will provide mentoring and training for parents; Phoenix which will provide service learning opportunities for students; Asset which will provide a Saturday Cultural School for the Community; and Friday Academy which provides performance opportunities for students, and volunteer opportunities for parents and community. |
|---|



## Part A—Self Study/Report on Progress

### 5. Performance Self Study/Analysis-Key Questions

**Directions:** The following questions are to help you reflect on the whole of your school as you review the plethora of information and the analyses above. You have dissected the parts and now it is time to think about what those parts say about your school and learning community over the last four to five years. There is also room to discuss how the past will contribute to how you think about the future of your school if approved.

- A. Based on your academic results from the past four years, what are your school's three academic priorities for the next renewal term? Will they become goals for your next charter term? Why or why not?

RJBA Governing Council and Administration developed a strategy map with a Vision and Mission Statements and three goals - Academic, Teacher effectiveness and Parental and Community Involvement. These goals are:

Academic : 50 percent of the students in the RJBA cohort will increase a minimum of 1.3 grade levels per year in (Math & Reading) as measured by a comparison between the Fall and Spring NWEA short cycle assessments. This will become a goal because we recognize that our students must not only make a year's growth, they must exceed those expectations in order to catch up and become proficient.

Principal/Teacher Effectiveness: Improve Teacher effectiveness through Professional Development , Observation and timely feedback as prescribed in the NM Teach Protocols. Since this is a baseline year for all teachers using the new protocol; RJBA's goal is that each teacher will be able to demonstrate effectiveness in 11 of the 22 sub-domains and will increase effectiveness by 33% each year. This will become a goal because in order for students to progress, teachers must increase their effectiveness.

Community and Family Involvement: Increase community and family involvement by 25% in educational/learning activities and school improvements and an additional 25% each of the following years. This will be a goal because without parent involvement, support, and increased knowledge of ways in which to impact their child's performance, students will not achieve their maximum potential. This goal will be reached through the development of a volunteer and engagement program designed and delivered by parents and supporting agencies.

- B. What main strategies will be implemented to address these priorities?

RJBA Strategy map consists of six unique and interrelated strategies that provide mechanisms in moving towards the school vision, mission and goals. These strategies are:

Leadership and Governance, Marketing and Public Relations, Key systems, processes and activities, Resource Management, Financial Management and Monitor and Evaluate.

See attached RJBA Strategy Map and Performance Scorecard

- C. How has the data been used to modify systems and structures that the leadership team has put into place to support student achievement?

After extensive data evaluation of internal and external sources on educational models, instructional design, performance data. RJBA has develop a systems school model identifying its key systems, processes and activities. This school systems model also provides a visualization of how RJBA performance ties into the A-F Accountability system. See attached School Model Graphic in the Apendices.

## Part A—Self Study/Report on Progress

- D. Reflect on the academic performance of students with special needs, ELL, and/or high poverty. What changes to your program will you make based on your analysis?

Since 96% of RJBA's students are at the poverty level, RJBA is designed to meet the needs of these students. Because of our ongoing analysis, we have implemented the following changes this school year:

1. A Friday program which provides the opportunity for students to synthesize the information that they are learning M-F and create a performance product to demonstrate their knowledge to the community. This program is supported by Sol Arts, a subsidiary of the Roots Academy.
2. ALOT from UNM which includes parents from RJBA have initiated a program to develop parent involvement and to increase parent knowledge of ways in which to assist their students through the learning process. This group is called SOAR: Sustained and Organized for Academic Results.
3. The Africana Leadership Opportunity Team, ALOT, has been trained by national expert Martha Kaufeldt in Project-Based Learning. They are serving in a dual role as project-based learning advisors and Afrocentric curriculum consultants. They will provide "teach-ins" to mentor teachers in creating project-based Afrocentric units of study.
4. RJBA in collaboration with WAVE Reading Health, has instituted a program to identify the "Pink Elephant" in the room that is a primary factor in the lack of growth in our students. Through a \$50,000 grant from the WAVE foundation, RJBA is identifying cognitive skill deficiencies that are hampering student progress and implementing a program specifically designed to improve academic performance through the use and practice of cognitive process improvement. This program will provide volunteer opportunities for parents, students, and community members and should become self-sufficient by the beginning of the next school year.
5. RJBA has changed its intervention model to include a fulltime, highly qualified teacher to assist students in the classroom and to provide modeling for teachers in best practices to assist students to become more proficient.
6. RJBA has applied for and received the Reads to Lead allocation to provide a reading coach to work with teachers to improve reading instruction.
7. At the end of each year, RJBA will analyze student performance and determine the effectiveness of the changes that have been implemented and how to increase their effectiveness.

- E. Describe how your governing body has reflected on and addressed school performance data. Address both the school report card and school short-cycle assessment data. How is the school's head administrator held accountable for school performance?

The Governing Council has taken an innovative approach to assisting students achieve academic success by implementing a Performance Management System. The Performance Management System components are interrelated and provide the organization with clear direction and accountability. These components are Strategic Thinking and Assessment, Operational Quality, Performance Measures and Performance Analysis and Improvement. The Performance Scorecard will provide the Governing Council a concrete way for managing their meetings and addressing performance issues immediately. The Governing Council will use the Performance Scorecard to evaluate the principal's ability to meet the school's goals and performance targets. See attached Strategy Map in the Appendices.

## Part A—Self Study/Report on Progress

### B. Financial Performance

The Charter School Act provides as follows:

A charter may be suspended, revoked, or not renewed by the chartering authority if the chartering authority determines that the charter school...failed to meet generally accepted standards of fiscal management at Paragraph 3 of Subsection K of 22-8B-12 NMSA 1978.

#### 1. Financial Performance Assurances

*With respect to findings for Financial Performance, there will be a presumption of compliance unless the five-year record includes evidence to the contrary.*

The school meets financial reporting and compliance requirements and submits all documentation related to the use of public funds including annual budgets, revised budgets, if any, and periodic financial reports as required.

#### 2. Financial Statement

This statement should illustrate how the charter school is budgeting funding that easily understandable to the general public (e.g., pie graph outlining the distribution of funds related to administration, direct instruction, instructional materials, lease, etc.) Include as an Appendix A.

#### 3. Audit Findings

The school follows Generally Accepted Accounting Principles by receiving an unqualified audit opinion, and an audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses, and the audits do not include an on-going concern disclosure in the audit report. Complete the following chart by providing any negative findings from independent audits for each fiscal year, and how the school responded.

#### Audit Report Summary

| Identify information from the <u>Component Unit Section</u> of the Annual Audit specific to the Charter School |                     |  |  |
|--|---------------------|--|--|
| Year   | Total # of Findings | Nature of Findings                     | School's Response                      |
| Planning Year (if applicable)  |                     |  |  |
| 1 (09–10)  | 10                  | All information included in Appendix A | All information included in Appendix A |
| 2 (10–11)  | 6                   | All information included in Appendix A | All information included in Appendix A |
| 3 (11–12)  | 3                   | All information included in Appendix A | All information included in Appendix A |
| 4 (12–13)  |                     |  |  |

*Identify any changes made to fiscal management practices as a result of audit findings. All information has been included for easier reading in Appendix A.*

## Part A—Self Study/Report on Progress

### C. Organizational Performance

The Charter School Act provides as follows:

A charter may be suspended, revoked, or not renewed by the chartering authority if the chartering authority determines that the charter school...committed a material violation of any of the conditions, standards, or procedures set forth in the charter...and/or...violated any provision of law from which the charter school was not specifically exempted at Paragraph 4 of Subsection K of 22-8B-12 NMSA 1978.

#### 1. Material Terms/Violations

Please answer the following questions.

| Questions  | School's Response                       |  |
|--|---|--|
| Is the school implementing the material terms of the approved charter application as defined in the charter contract? Areas include Mission, Educational Framework (e.g., Montessori vs. STEM), Educational Learning Model (e.g., blended learning model), grade levels, enrollment, graduation requirements, instructional days/hours, or other terms identified in the charter contract?<br><i>If "no" please provide details.</i> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| Over the past four years were there any material terms of the school's charter contract with which the chartering authority determined that the school was not in compliance and the chartering authority notified the school of the compliance violation?<br><i>If "yes" please provide details.</i>  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |

#### 2. Organizational Performance Assurances

*With respect to findings for Organizational Performance, there will be a presumption of compliance unless the five-year record includes evidence to the contrary.*

Please respond to each of the statements below regarding organizational performance of the charter school during the current charter term. If any statements result in a "no" response please add an explanation in the box below the appropriate assurance section.

##### A. Civil Rights and Special Populations—Assurances

- a) ☒ **Yes** ☐ **No** The school demonstrates compliance with applicable laws, rules, and regulations relating to the rights of students by the following:
- 1) ☒ **Yes** ☐ **No** Development and adherence to legally compliant policies related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment, including rights to enroll or maintain enrollment.
  - 2) ☒ **Yes** ☐ **No** Adherence to due process protections, privacy, civil rights and student liberties requirements, including restrictions prohibiting public schools from engaging in religious instruction.
  - 3) ☒ **Yes** ☐ **No** Development and adherence to legally compliant student discipline policies including discipline hearings, suspension and expulsion policies.
- b) ☒ **Yes** ☐ **No** The school protects the rights of students with disabilities and demonstrates compliance with applicable laws, rules and regulations, including the Individuals with Disabilities Education Act,

## Part A—Self Study/Report on Progress

Section 504, relating to identification and referral of those suspected of having a disability and providing services for students with identified disabilities.

- c) ☒ **Yes** ☐ **No** The school protects the rights of English language learners and demonstrates compliance with applicable laws, rules, and regulations, including Title III of the the ESEA relating to English language learner requirements.
- d) ☒ **Yes** ☐ **No** The school complies with applicable laws, rules, and regulations relating to compulsory school attendance.

*For any "no" answers please provide an explanation.*

### B. Governance—Assurances

- a. ☒ **Yes** ☐ **No** The school complies with governance requirements? Including:
- 1) ☒ **Yes** ☐ **No** All required School Policies
  - 2) ☒ **Yes** ☐ **No** The Open Meetings Act
  - 3) ☒ **Yes** ☐ **No** Inspection of Public Records Act
  - 4) ☒ **Yes** ☐ **No** Conflict of Interest Policy
  - 5) ☒ **Yes** ☐ **No** Anti-Nepotism Policy
  - 6) ☒ **Yes** ☐ **No** Governing Body Organization and Membership Rules (i.e., Bylaws)
  - 7) ☒ **Yes** ☐ **No** Required Committees (Finance and Audit) and submission of appropriate documentation
  - 8) ☒ **Yes** ☐ **No** Governing Body Mandated Trainings
  - 9) ☒ **Yes** ☐ **No** Governing Body Evaluates Itself
- b. ☒ **Yes** ☐ **No** Is the school holding management accountable?
- 1) ☒ **Yes** ☐ **No** The governing body receives regular written reports from the school leadership in regards to key indicators of the school's progress.
  - 2) ☒ **Yes** ☐ **No** The governing body provides a written annual evaluation of the head of school that holds the head of school accountable for performance expectations.

*For any "no" answers please provide an explanation.*

### C. Employees—Assurances

- a. ☒ **Yes** ☐ **No** The school meets teacher and other staff credentialing requirements
- b. ☒ **Yes** ☐ **No** The school demonstrates compliance with applicable laws, rules, and regulations relating to employment. Including adhering to legally compliant personnel policies and an employee handbook that outline disciplinary and grievance procedures.
- c. ☒ **Yes** ☐ **No** The school demonstrates compliance with applicable laws, rules, and regulations relating to background checks of all individuals associated with the school, including staff and members of the community, where required.

*For any "no" answers please provide an explanation.*

### D. Educational Requirements—Assurances

- a. ☒ **Yes** ☐ **No** The school complies with instructional days/hours requirements.
- b. ☐ **Yes** ☐ **No** The school complies with graduation requirements.

## Part A—Self Study/Report on Progress

- c. ☒ **Yes** ☐ **No** The school complies with Promotion/Retention requirements.
- d. ☒ **Yes** ☐ **No** Next-step plans are completed for applicable grades.
- e. ☒ **Yes** ☐ **No** The school has an approved EPSS Plan.
- f. ☒ **Yes** ☐ **No** The school demonstrates compliance with requirements relating to assessments.
- g. ☒ **Yes** ☐ **No** The school provides support and training to mentor beginning teachers (e.g., first-year mentorship program).
- h. ☒ **Yes** ☐ **No** The school's curriculum is aligned to Common Core Standards.

*For any "no" answers please provide an explanation.*

### E. School Environment—Assurances

- a. ☒ **Yes** ☐ **No** The school maintained an Educational Occupancy (E-Occupancy) certificate for its facilities over the past four years? Include a copy of the E-Occupancy certificate as an appendix.
- b. ☒ **Yes** ☐ **No** The school keeps records of fire inspections and other safety requirements.
- c. ☒ **Yes** ☐ **No** The school meets transportation and nutrition requirements, if applicable.
- d. ☒ **Yes** ☐ **No** The school complies with health and safety requirements.
- e. ☒ **Yes** ☐ **No** The building, grounds, and facilities provide a safe and orderly environment.

*For any "no" answers please provide an explanation.*

### F. Appropriate Handling of Information—Assurances

- a. ☒ **Yes** ☐ **No** The school maintains required information in STARS and submits in a timely manner.
- b. ☒ **Yes** ☐ **No** The school maintains the security of and provides access to student records under the Family Educational Rights and Privacy Act and other applicable authorities.
- c. ☒ **Yes** ☐ **No** The school keep all records safe from fire and theft and stored in a retrievable manner.
- d. ☒ **Yes** ☐ **No** All student records are retained and disposed of pursuant to state requirements.
- e. ☒ **Yes** ☐ **No** The school properly and securely maintains testing materials.

*For any "no" answers please provide an explanation.*



## Part A—Self Study/Report on Progress

### 1. Petition of Support from Employees

A certified petition in support of the charter school renewing its charter status signed by not less than 65 percent of the employees in the charter school at Subsection J of 22-8B-12 NMSA 1978.

Include, as **Appendix B**, a certified affidavit of the Employees' Support Petition from not less than 65 percent of the employees of the charter school that indicates their support of the renewal of the charter.

Following is a suggested form to certify the petition. This form may be attached to the petition.

I am the head administrator of the \_\_\_\_\_ Charter School and hereby certify that: the attached petition in support of the \_\_\_\_\_ Charter School renewing its charter was circulated to all employees of the \_\_\_\_\_ Charter School. There are \_\_\_\_\_ persons employed by the \_\_\_\_\_ Charter School. The petition contains the signatures of \_\_\_\_\_ employees which represents \_\_\_\_\_ percent of the employees employed by the \_\_\_\_\_ Charter School.

STATE OF NEW MEXICO)

ss.

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, being first duly sworn, upon oath state:

That I have read the contents of the attached Petition, and my statements herein are true and accurate to the best of my knowledge and belief.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## Part A—Self Study/Report on Progress

### 2. Petition of Support from Households

A certified petition in support of the charter school renewing its charter status signed by not less than 75 percent of the households whose children were enrolled in the charter school at Subsection J of 22-8B-12 NMSA 1978.

Include, as **Appendix C**, a certified affidavit of the household support petition of the charter school renewing its charter status from not less than 75 percent of the households whose children were enrolled in the charter school.

Following is a suggested form to certify the petition. This form may be attached to the petition.

I am the head administrator of the \_\_\_\_\_ Charter School and certify that: the attached petition in support of the \_\_\_\_\_ Charter School renewing its charter was circulated to households whose children were enrolled in our charter school. It contains the signatures of \_\_\_\_\_ households which represents \_\_\_\_\_ percent of the households whose children were enrolled in the \_\_\_\_\_ Charter School.

STATE OF NEW MEXICO)

ss.

COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, being first duly sworn, upon oath state:

That I have read the contents of the attached petition, and my statements herein are true and accurate to the best of my knowledge and belief.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## Part A—Self Study/Report on Progress

### 3. Facility

A description of the charter school facilities and assurances that the facilities are in compliance with the requirements of Section 22-8B-4.2 NMSA 1978.

Provide a copy of the building E Occupancy certificate and/or a letter from the PSFA with your NMCI Score as **Appendix D**, indicating that the school facility meets the requirements at Subsection C of 22-8B-4.2 NMSA 1978. (If the charter school is relocating.)

Subsection C of 22-8B-4.2 NMSA 1978: On or after July 1, 2011, a new charter school shall not open and an existing charter school shall not relocate unless the facilities of the new or relocated charter school, as measured by the New Mexico condition index, receive a condition rating equal to or better than the average condition for all New Mexico public schools for that year or the charter school demonstrates, within 18 months of occupancy or relocation of the charter, the way in which the facilities will achieve a rating equal to or better than the average New Mexico condition index.

### 4. Amendments from Current Charter

Please list amendments the school requested and was granted during the current charter term with a brief description and date submitted. You are required to provide actual copies of the approved amendments with signatures as **Appendix E**.

*Amendments:*

### 5. Term of Renewal

A statement of the term of the renewal requested, if less than five years. If a Renewal Application does not include a statement of the term of the renewal, it will be assumed that renewal is sought for a term of five years.

*State the term of renewal requested if less than five years. Five Years*

### 6. Additional School Supplied Information:

Name, Email and Phone number of Additional Contact Person not listed in the pre-populated prior section: **Terry Locke, Governing Council Secretary; tlo3ke@aol.com, tlocke@rjba.org, 505-688-5006**

# of Students on Waiting List (# and date): **Currently 0**

## Part A—Self Study/Report on Progress

| II. Checklist       |  |                                     |
|---------------------|--|-------------------------------------|
|                     |  | Yes)                                |
|                     | Table of Contents populated  | <input checked="" type="checkbox"/> |
| Appendix A          | Financial Statement  | <input checked="" type="checkbox"/> |
| Appendix B          | Petition of Support from Employees Affidavit   | <input checked="" type="checkbox"/> |
| Appendix C          | Petition of Support from Households Affidavit  | <input checked="" type="checkbox"/> |
| Appendix D          | E-Occupancy Certificate and/or Letter from the PSFA indicating that the school facility meets the requirements of Subsection C of Section 22-8B-4.2 NMSA 1978                      | <input checked="" type="checkbox"/> |
| Appendix E          | Approved Amendments  | <input checked="" type="checkbox"/> |
| Other Attachment(s) | Describe: Data analysis regarding student performance for short cycle assessments<br>Strategic Plan and Score Card<br>Revised Governing Council Bylaws<br>Revised HR Handbook<br>. | <input checked="" type="checkbox"/> |

# Vision – Ralph J. Bunche Academy

## Mission

## Governing Council

### Strategic Drivers

#### Goal

40 percent of the students in the RJBA Cohort will increase a minimum of 1.3 grade levels per year in (Math & Reading) as measured by the NWEA

#### Goal

Improve principal/teacher effectiveness through Professional Development, Observations and timely feedback as prescribe in the NM Teach Protocols.

#### Goal

Increase community and family involvement by 25% in educational/learning activities

### Monitor and Evaluate

How are we going to monitor, evaluate and improve our products and services?

Implement SB 446 KPI's

- Status,
- Growth,
- Engagement

Implement the NM Teach Protocols.

Monitor family and parent involvement

- Parent/teacher conference
- Volunteerism at school
- Participation in school governance
- School Activities

### Financial Management

What Financial Resources are Required?

Develop and get board approval for budget allocations for:

- Technology Improvements
- Professional Development

Establish PD budget

- Understanding at Risk Kids
- Differentiated learning
- Improve usage of Formative data in classroom

Budget for:

- Middle Years Parent Publication
- PTO Meetings

### Resource Management

(Human, Physical, \$) What capabilities do we need?

Develop a process to Integrate NWEA data in to lesson plans for remediation

Apply for NCLB Accreditation

Improve Professional Development Plans for Teachers.

- Data Analysis
- Common Core
- Afrocentric curriculum

Host two community events per year

### Key Systems, Processes, & Activities

What are we going to use to deliver our products?

Improve the RTI Process

- Reading K3+
- K12 Teach
- Differentiated Instruction
- Improve Data Practice

Use MAPS data in a formative way by integrating it into classroom lesson plans

Establish PTO Training Plan

- Provide life skills training for parents
- Provide family (significant other) training on “valuing education”

### Marketing/PR

What are our customers' needs? How do communicate with our customers?

Develop school communications plan

Increase time for cross curriculum and teacher collaboration

Establish communications channels to community and parents

- Monthly newsletter
- Open house
- Website

### Leadership & Governance

Are we moving forward? Are we in compliance?

Develop a GC School Performance Dashboard

Develop Board Training Plan

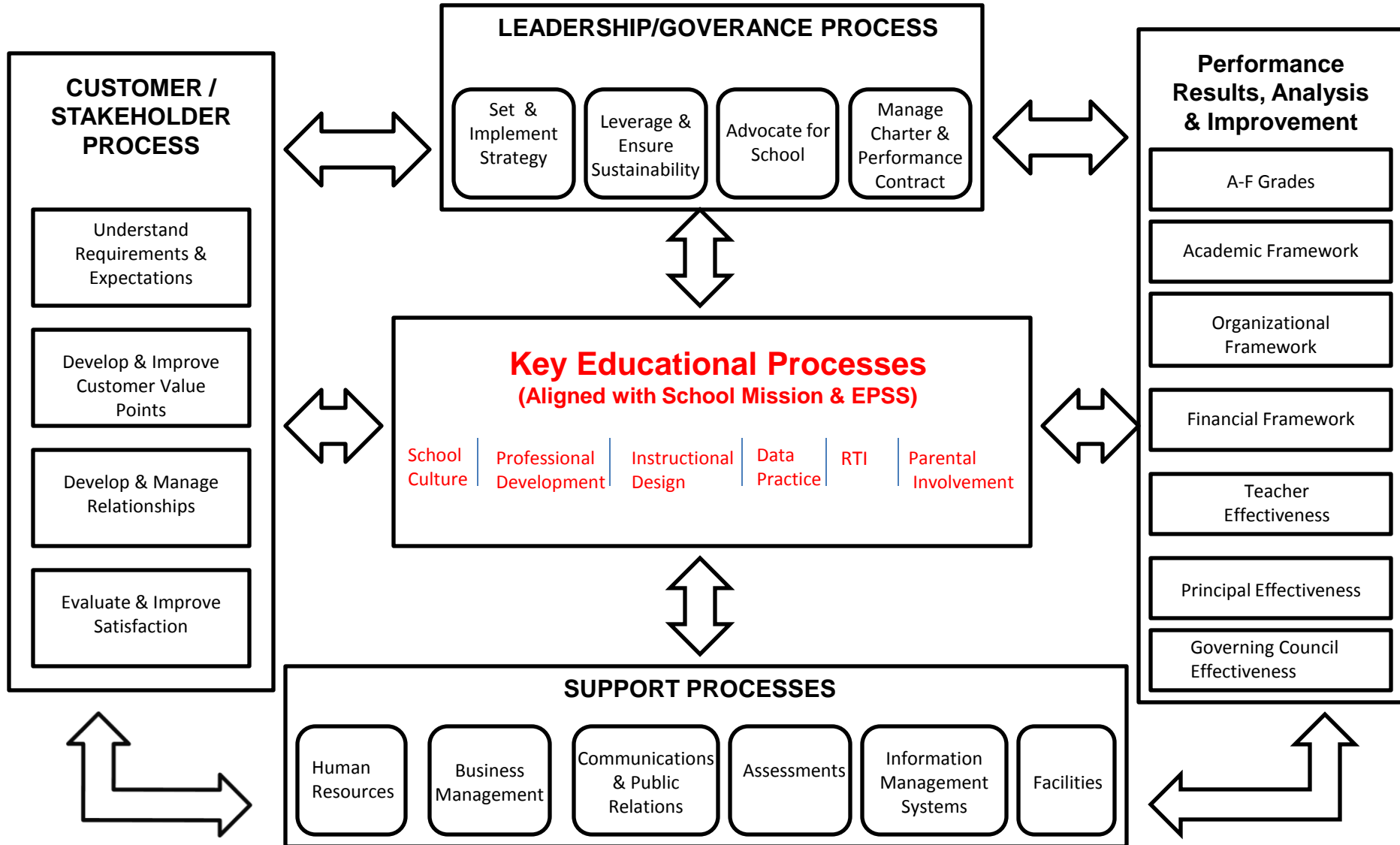
- Understanding Student Achievement Data
- EPSS
- At risk populations

Establish Community Involvement Plan

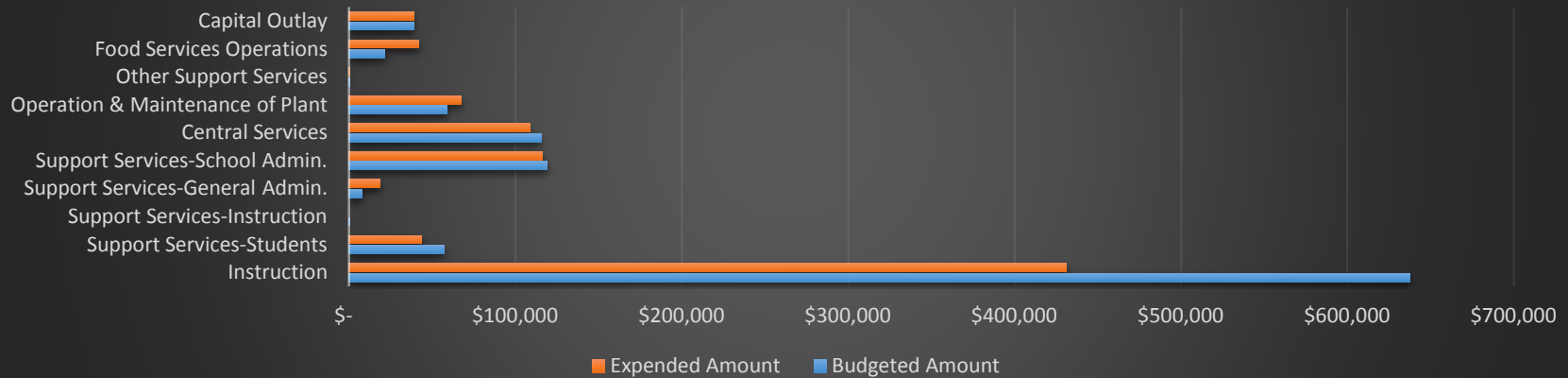
- Recruit parents for PTO
- Recruit University and business support
- Fund raising

# **RALPH J. BUNCHE ACADEMY SCHOOL MODEL**

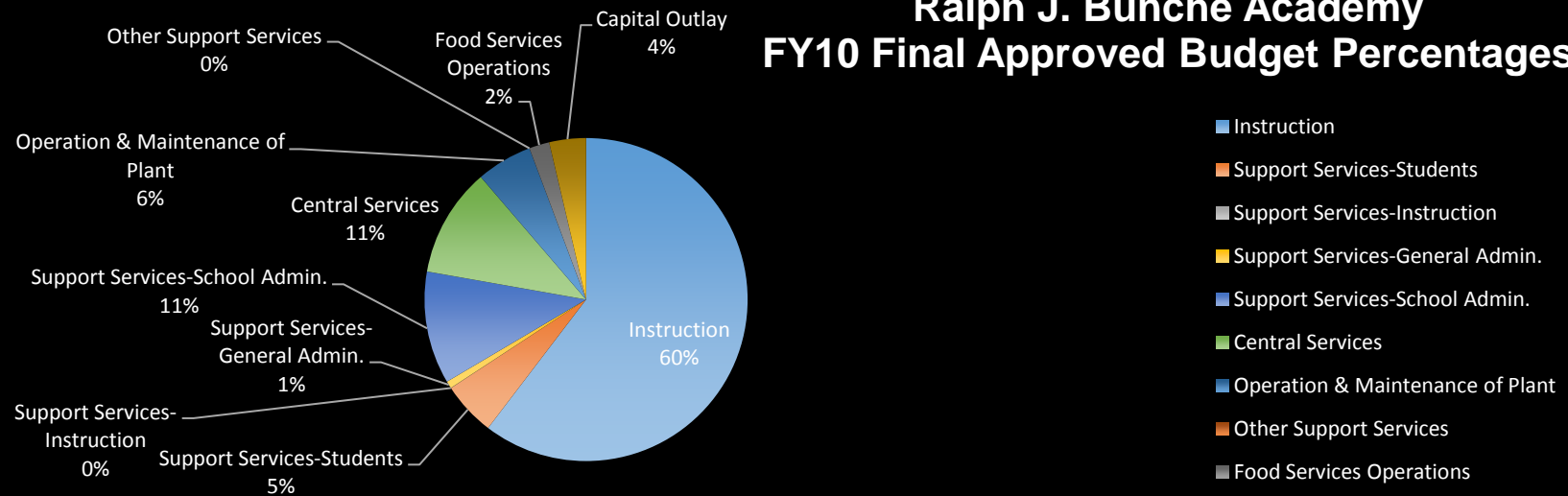
## ***How RJBA Delivers Exceptional Results***



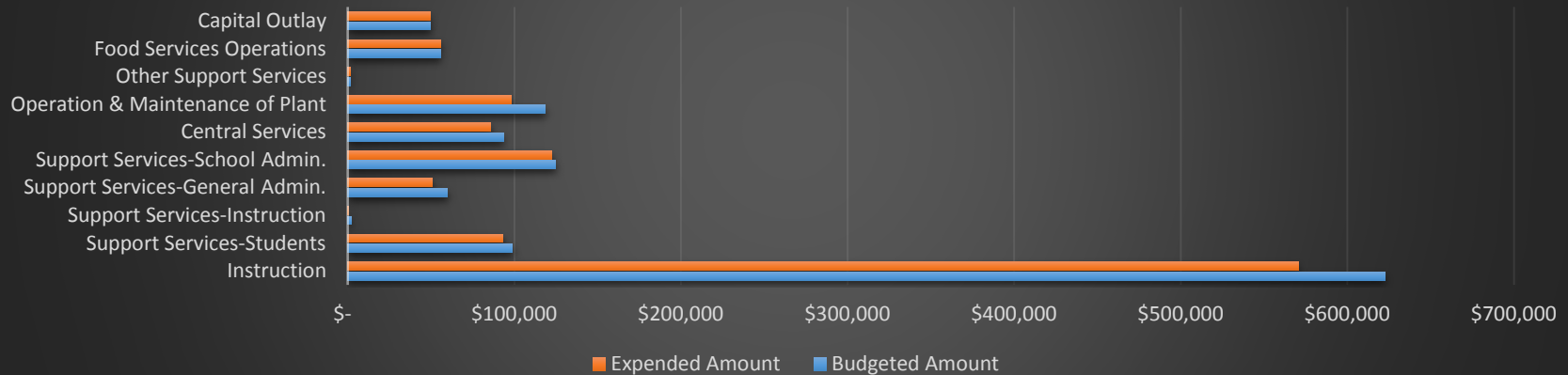
## Ralph J. Bunche Academy FY11 Budgeted Amount to Expended Amount



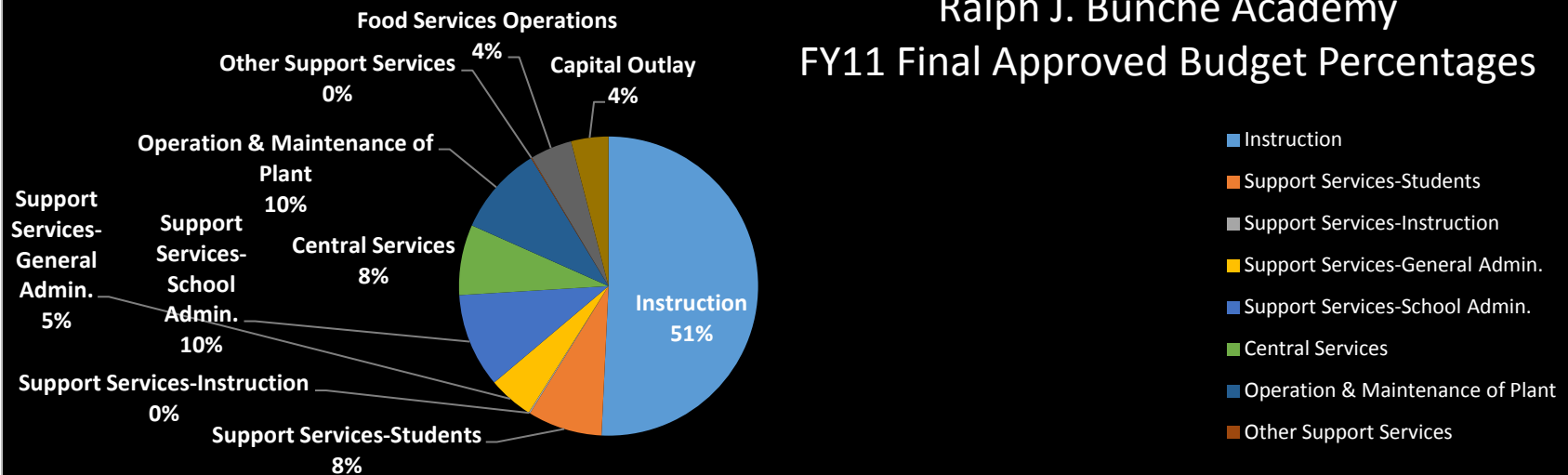
## Ralph J. Bunche Academy FY10 Final Approved Budget Percentages



## Ralph J. Bunche Academy FY11 Budgeted Amount to Expended Amount

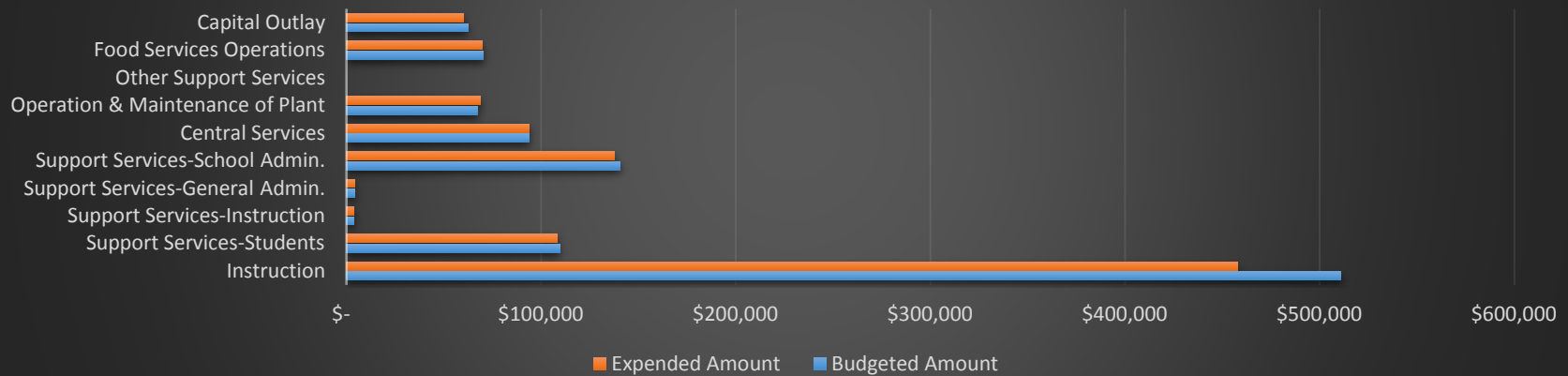


## Ralph J. Bunche Academy FY11 Final Approved Budget Percentages

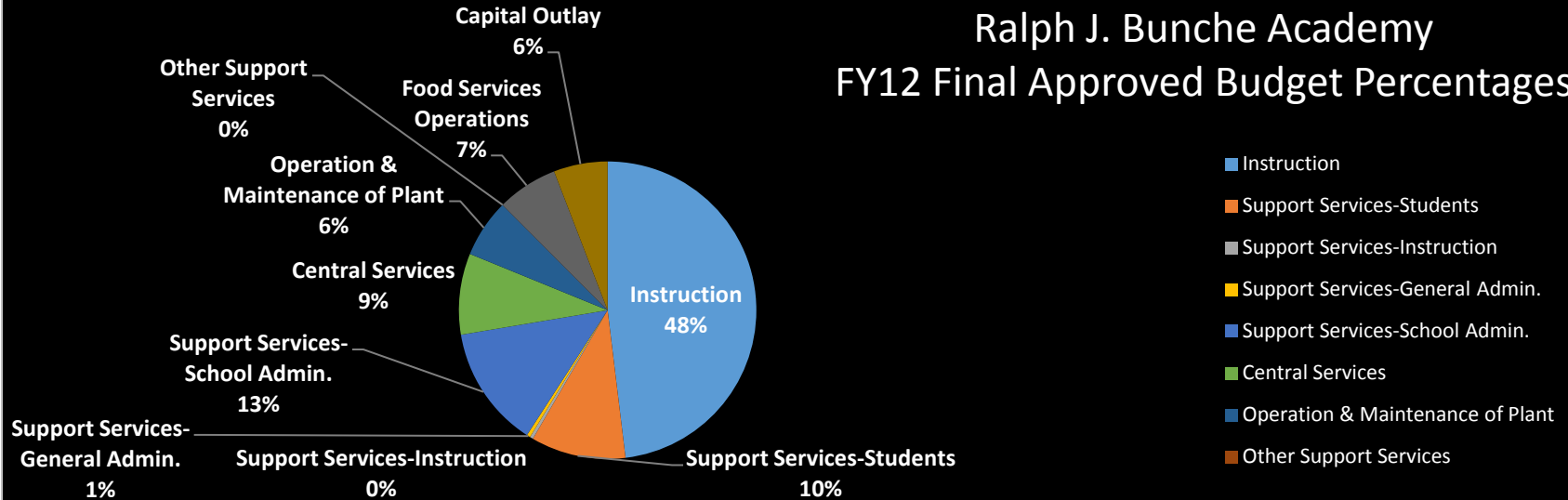




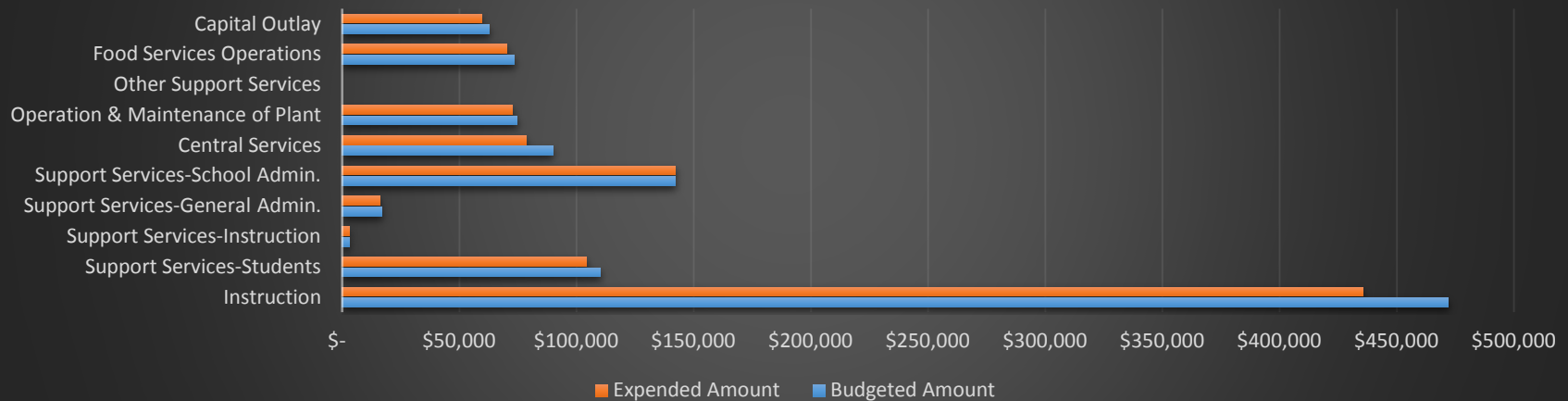
## Ralph J. Bunche Academy FY12 Budgeted Amount to Expended Amount



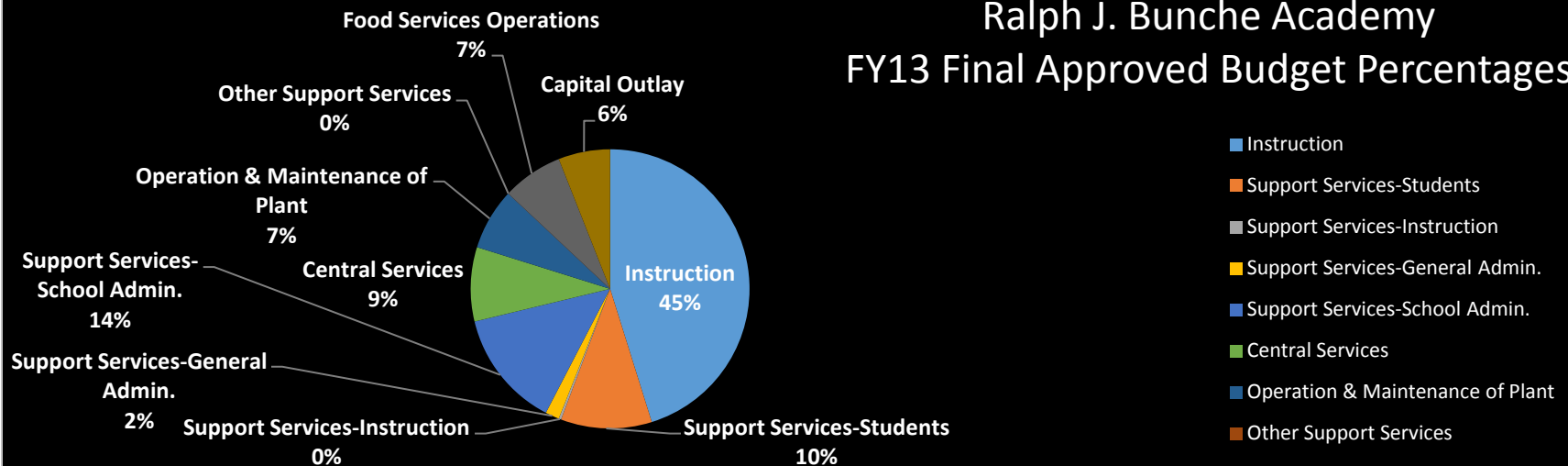
## Ralph J. Bunche Academy FY12 Final Approved Budget Percentages



## Ralph J. Bunche Academy FY13 Budgeted Amount to Expended Amount



## Ralph J. Bunche Academy FY13 Final Approved Budget Percentages



The Ralph J. Bunche Academy's approach to budgeting is to budget based on the program needs, the mission of the charter and do so in such a manner to remain within the confines of available funding. Available funding is determined during the budget process during the spring. The school's main source of funding, the State Equalization Guarantee (SEG), is first estimated based on projected number of students as well as with an estimate of the unit value. The school estimates using the form 910B-5, which allows for calculation using the state's funding formula. The school then estimates all other funding available through federal, state and local sources. With these estimates, the school then considers expenditures. First, the school will use the prior fiscal year actual expenditures to set a base line for what expenditures will be needed for the following fiscal year. Then, the school will make adjustments based on the needs of the program and the charter mission. Once the final allocation is determined by the NM Public Education Department (NMPED), the school will then make a final adjustment to the budget in order to match the estimated budget to the actual allocated amount. The budget is then presented to the governing council at open meetings throughout the spring for input from the council as well as from the public. The school will then finalize the budget based on the input received and will submit the budget along with all other required documentation by the date that the NMPED has given. Budget Adjustment Requests (BARs) are prepared throughout the school year as needed. BARs are used to ensure that the school remains within budget on a functional basis as per the laws that have been set forth. The following are the functions used by the school per the Uniform Chart of Accounts (UCOA) that has been adopted by the state of NM:

- Instruction – Instruction includes the activities dealing directly with the interaction between teachers and students provided for students.
- Support Services-Students - Activities designed to assess and improve the well-being of students to ensure that they arrive at school able to learn. These activities supplement instructional processes.
- Support Services-Instruction - Activities associated with assisting the instructional staff with the content and process of providing learning experiences for students.
- Support Services-General Administration - Activities concerned with establishing and administering policy for operating the school.
- Support Services-School Administration - Activities concerned with overall administrative responsibility for the school.
- Central Services - Activities that support other administrative and instructional functions, including fiscal services, human resources, planning, and administrative information technology.
- Operation & Maintenance of Plant - Activities concerned with keeping the physical plant open, comfortable and safe for use, including keeping grounds, buildings, and equipment in effective working condition and state of repair.
- Other Support Services - Includes expenditures for tax liability/penalty, litigation fees and emergency reserve.
- Food Services Operations - Activities concerned with providing food to students and staff in a school.
- Capital Outlay - Activities concerned with acquiring heavy equipment, vehicles and land, as well as construction of buildings and PSCOC Lease Reimbursement.



# RALPH J. BUNCHE

A C A D E M Y

230 Truman St. NE  
Albuquerque, New Mexico 87108  
Phone: 505-292-0100  
FAX: 505-292-0109  
Website: www.rjba.org

## STAFF

I understand that Ralph J Bunche academy is seeking to be reauthorized as a free public charter school. My signature below signifies my support of this effort.

Name

Title

Date

- |                           |                          |                |
|---------------------------|--------------------------|----------------|
| 1. <u>Monica Ogaldez</u>  | <u>Secretary</u>         | <u>9/23/13</u> |
| 2. <u>Kaura Gepsen</u>    | <u>admin. asst.</u>      | <u>9-23-13</u> |
| 3. <u>Li [Signature]</u>  | <u>Teacher</u>           | <u>9-23-13</u> |
| 4. <u>Linda Resac</u>     | <u>Teacher</u>           | <u>9-23-13</u> |
| 5. <u>Alvin McCain</u>    | <u>Counselor</u>         | <u>9-23-13</u> |
| 6. <u>Johnny Harris</u>   | <u>Coach (Playworks)</u> | <u>9-23-13</u> |
| 7. <u>H. Kournske</u>     | <u>Teacher</u>           | <u>9-23-13</u> |
| 8. <u>Rae Smith</u>       | <u>Teacher</u>           | <u>9-23-13</u> |
| 9. <u>Ann Wilson</u>      | <u>Principal</u>         | <u>9-23-13</u> |
| 10. <u>Emily Burt</u>     | <u>Teacher</u>           | <u>9-23-13</u> |
| 11. <u>William Bendaw</u> | <u>Teacher</u>           | <u>9-23-13</u> |
| 12. <u>Miana Baer</u>     | <u>Teacher</u>           | <u>9-23-13</u> |
| 13. _____                 | _____                    | _____          |
| 14. _____                 | _____                    | _____          |
| 15. _____                 | _____                    | _____          |

## Part A—Self Study/Report on Progress

### 1. Petition of Support from Employees

A certified petition in support of the charter school renewing its charter status signed by not less than 65 percent of the employees in the charter school at Subsection J of 22-8B-12 NMSA 1978.

Include, as **Appendix B**, a certified affidavit of the Employees' Support Petition from not less than 65 percent of the employees of the charter school that indicates their support of the renewal of the charter.

Following is a suggested form to certify the petition. This form may be attached to the petition.

I am the head administrator of the Ralph J. Bunche Academy Charter School and hereby certify that: the attached petition in support of the RJBA Charter School renewing its charter was circulated to all employees of the RJBA Charter School. There are 12 persons employed by the RJBA Charter School. The petition contains the signatures of 12 employees which represents 100 percent of the employees employed by the RJBA Charter School.

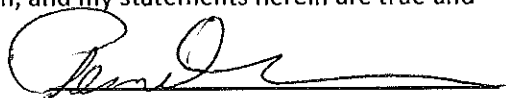
STATE OF NEW MEXICO)

ss.

COUNTY OF BERNALILLO)

I, Dr. Penne L. Wilson, being first duly sworn, upon oath state:

That I have read the contents of the attached Petition, and my statements herein are true and accurate to the best of my knowledge and belief.



Subscribed and sworn to before me this 30th day of September 2013.



OFFICIAL SEAL  
VERONICA OGALDEZ

NOTARY PUBLIC - State of New Mexico

Notary Public

My Commission Expires

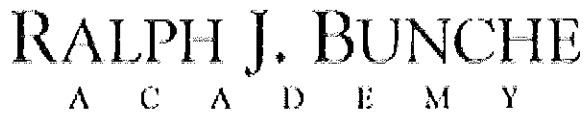
6/2018

Veronica Ogaldiez

My Commission Expires:

2013

### 2. Petition of Support from Households



## PARENTS

Name

# Title

Date \_\_\_\_\_

|     | Name                 | Title       | Date      |
|-----|----------------------|-------------|-----------|
| 1.  | Bernadett Callegas   | Parent      | 9-23-2013 |
| 2.  | Eddie Thomas         | Parent      | 9-23-13   |
| 3.  | Catherine Thomas     | Parent      | 9-23-13   |
| 4.  | Margie Elzing        | Parent      | 9-23-13   |
| 5.  | Bonnie J. Smith      | Parent      | 9/23/13   |
| 5.  | Jellea R. Worrell    | Grandmother | 9/23/13   |
| 7.  | Anayha Romero Summer | Mother      | 9/23/13   |
| 8.  | R. A. Maes           | Grandfather | 9/23/13   |
| 9.  | Laura Clayton        | PARENT      | 9/23/13   |
| 10. | Fabiana Beltran      | Mama        | 9/23-13   |
| 11. | José M. Mendoza      | PAPA        | 9/23/13   |
| 12. | Elshirger            | Parent      | 9/30/13   |
| 13. | Jessica Amador       | Parent      | 9-30-13   |
| 14. |                      | parent      | 9-30-13   |
| 15. |                      | Parent      | 9/30/13   |



# RALPH J. BUNCHE

A C A D E M Y

230 Truman St. NE  
Albuquerque, New Mexico 87108  
Phone: 505-292-0100  
FAX: 505-292-0109  
Website: www.rjba.org

## PARENTS

I understand that Ralph J Bunche academy is seeking to be reauthorized as a free public charter school. My signature below signifies my support of this effort.

Name

Title

Date

- |                             |                     |                  |
|-----------------------------|---------------------|------------------|
| 1. <u>Amber R. Estrada</u>  | <u>Parent</u>       | <u>9-26-13</u>   |
| 2. <u>Maggie Tatga</u>      | <u>Parent</u>       | <u>9-26-13</u>   |
| 3. <u>Shirley</u>           | <u>Parent</u>       |                  |
| 4. <u>Julia</u>             | <u>Parent</u>       | <u>9-26-13</u>   |
| 5. <u>Aster Lopez</u>       | <u>Parent</u>       | <u>9-26-13</u>   |
| 5. <u>Patricia Guadado</u>  | <u>parent</u>       | <u>9-26-13</u>   |
| 7. <u>Larry Baur</u>        | <u>Parent</u>       | <u>9-26-2013</u> |
| 8. <u>Shirley</u>           | <u>Parent</u>       | <u>9/30/13</u>   |
| 9. <u>Veronica Galdiz</u>   | <u>Parent</u>       | <u>9/30/13</u>   |
| 10. <u>John</u>             | <u>Grand Parent</u> | <u>9/30/13</u>   |
| 11. <u>Wanda Jahn</u>       | <u>Parent</u>       | <u>9/30/13</u>   |
| 12. <u>Julia Sanchez</u>    | <u>Parent</u>       | <u>9/30/13</u>   |
| 13. <u>Demika Walker</u>    | <u>Parent</u>       | <u>9/30/13</u>   |
| 14. <u>Brenda Rodriguez</u> | <u>Parent</u>       | <u>9/30/13</u>   |
| 15. <u>Yanoli Sanchez</u>   | <u>Parent</u>       | <u>9/30/13</u>   |



# RALPH J. BUNCHE

A C A D E M Y

230 Truman St. NE  
Albuquerque, New Mexico 87108  
Phone: 505-292-0100  
FAX: 505-292-0109  
Website: www.rjba.org

## PARENTS

I understand that Ralph J Bunche academy is seeking to be reauthorized as a free public charter school. My signature below signifies my support of this effort.

Name

Title

Date

- |                           |               |                |
|---------------------------|---------------|----------------|
| 1. <u>Brenda Barh</u>     | <u>Mother</u> | <u>9-23-13</u> |
| 2. <u>Will Lopez</u>      | <u>Will</u>   | <u>9-23-13</u> |
| 3. <u>Lidia Hernandez</u> | <u>mother</u> | <u>9-23-13</u> |
| 4. <u>Yeimi Cardenas</u>  | <u>mother</u> | <u>9-23-13</u> |
| 5. <u>Rayna Alvarez</u>   | <u>mother</u> | <u>9-23-13</u> |
| 5. <u>Abraham Lopez</u>   | <u>Mama</u>   | <u>9-23-13</u> |
| 7. <u>Kenee Kemp</u>      | <u>mother</u> | <u>9/23/13</u> |
| 8. <u>ZAKARYA</u>         | <u>father</u> | <u>9/23/13</u> |
| 9. <u>Karin Cordova</u>   | <u>mom</u>    | <u>9-23-13</u> |
| 10. _____                 | _____         | _____          |
| 11. _____                 | _____         | _____          |
| 12. _____                 | _____         | _____          |
| 13. _____                 | _____         | _____          |
| 14. _____                 | _____         | _____          |
| 15. _____                 | _____         | _____          |



## Part A—Self Study/Report on Progress

A certified petition in support of the charter school renewing its charter status signed by not less than 75 percent of the households whose children were enrolled in the charter school at Subsection J of 22-8B-12 NMSA 1978.

Include, as **Appendix C**, a certified affidavit of the household support petition of the charter school renewing its charter status from not less than 75 percent of the households whose children were enrolled in the charter school.

Following is a suggested form to certify the petition. This form may be attached to the petition.

I am the head administrator of the Ralph J. Bunche Academy Charter School and certify that: the attached petition in support of the RJBA Charter School renewing its charter was circulated to households whose children were enrolled in our charter school. It contains the signatures of 36 households which represents 75 percent of the households whose children were enrolled in the RJBA Charter School.

STATE OF NEW MEXICO)

ss.

COUNTY OF BERNALILLO)

I, Dr. Penne L. Wilson, being first duly sworn, upon oath state:

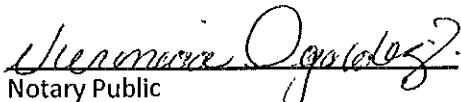
That I have read the contents of the attached petition, and my statements herein are true and accurate to the best of my knowledge and belief.



Subscribed and sworn to before me this 30th day of September 2013.

My Commission Expires:

2013

  
Notary Public



**OFFICIAL SEAL**  
**VERONICA OGILVIE**  
NOTARY PUBLIC - State of New Mexico  
My Commission Expires 2013

### 3. Facility

# Certificate of Occupancy



*This Certificate, issued pursuant to the requirements of Section 115.3 of the Albuquerque Uniform Administrative Code, certifies that at the time of issuance this structure was in compliance with the above code and other technical codes and city ordinances regulating building construction or use.*

Building Address 230 Truman St NE Zip 87108

Portion of Building Change of Occupancy

Use Classification COMMERCIAL PROJECT Bldg. Permit No. 201092394

Occupancy Group E Type of Construction III B Land Use Zone O 1

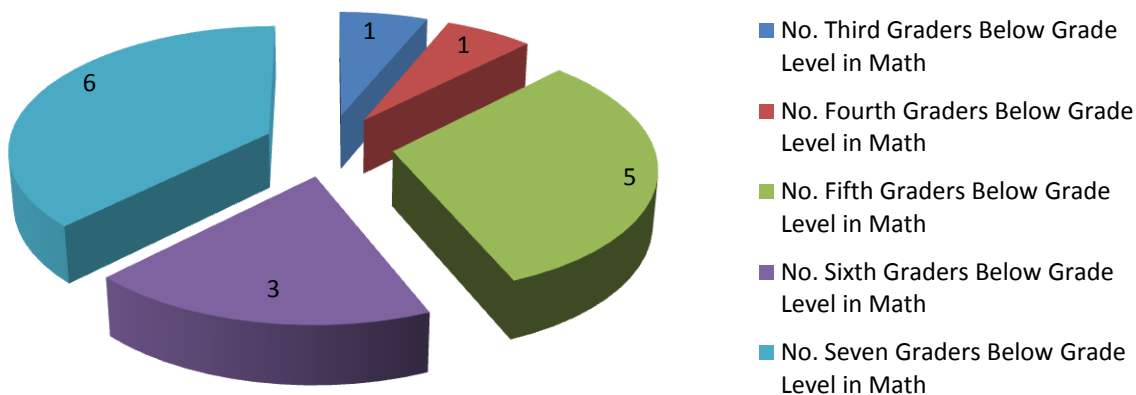
Owner of Building New Mexico State Land Address 310 Old Santa Fe Trail Santa Fe, NM 87504

By: [Signature] Date: December 22, 2010

[Signature]  
Chief Building Official

**POST IN A CONSPICUOUS PLACE**

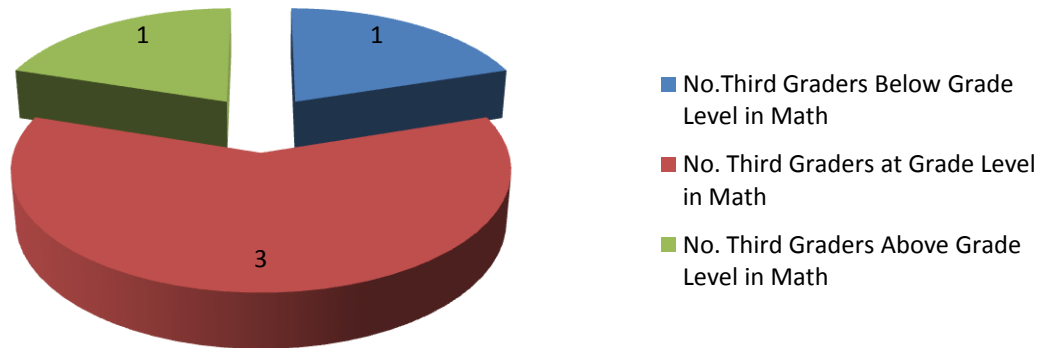
## 2011 RJBA Fall NWEA Results K3-K8 Students Below Grade Level in Math



### Performance Statement:

**2011 Fall NWEA Short Cycle Assessment:** RJBA started the school year with 59% (16 of 27) K3–K7 of students testing below grade level in Math.

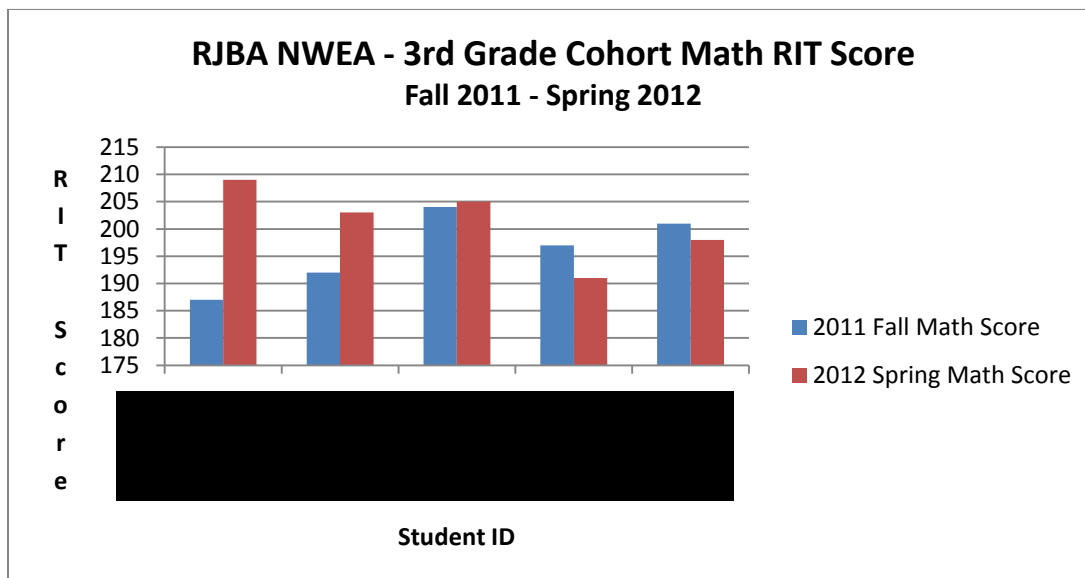
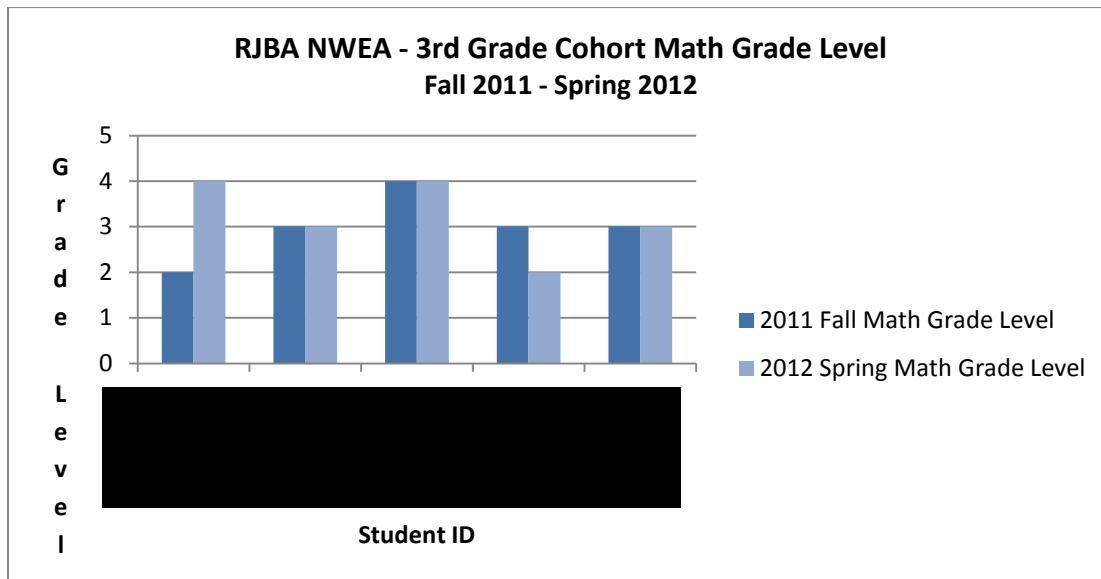
## 2011 RJBA Fall NWEA Results K3 Students Below Grade Level in Math



## RJBA NWEA 3<sup>rd</sup> Grade Cohort Math Data Test Cycle Fall 2011 to Spring 2012

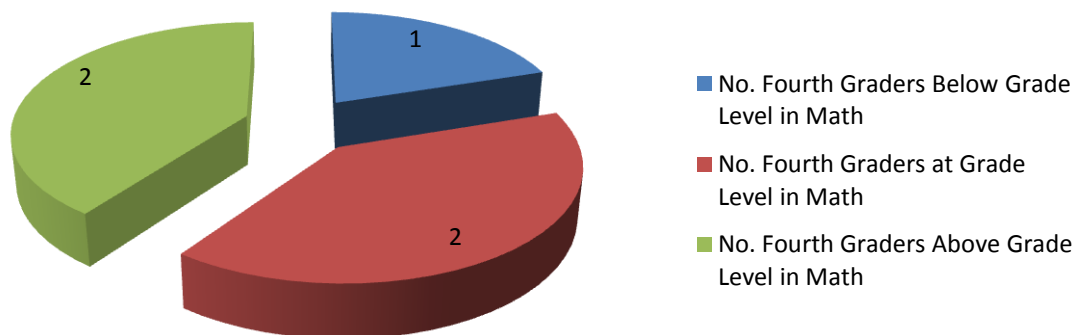
| Cohort Math  | Math Growth                                     | Percent of Cohort Demonstrating Growth | Average Grade Level Growth  |
|--|---|--|---|
| <b>3<sup>rd</sup> Grade Cohort –5 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 1 of 5 students demonstrated Grade Level Growth | 20%                                    | The average growth for these 1 students was 2.0 grade levels          |
|  | 3 of 5 Students demonstrated RIT Scale Growth   | 60%                                    | The average RIT Scale Growth for these 3 students was 11.3 RIT points |

**Note: 3<sup>rd</sup> Grade NWEA RIT Math Range is 192.1 to 203.1; expected yearly growth 11 points**



## 2011 RJBA Fall NWEA Results

### K4 Students Below Grade Level in Math



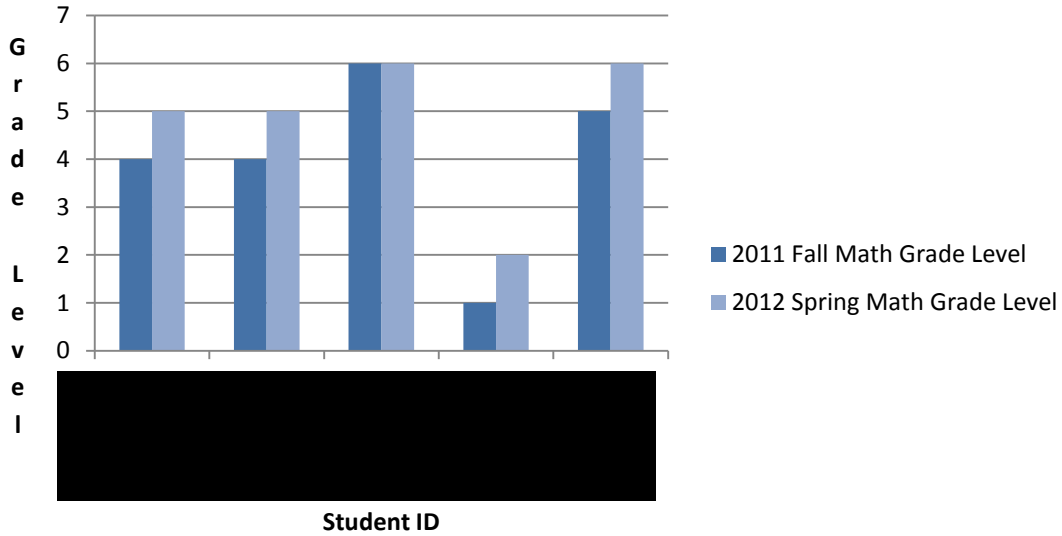
## RJBA NWEA 4<sup>th</sup> Grade Cohort Math Data

### Test Cycle Fall 2011 to Spring 2012

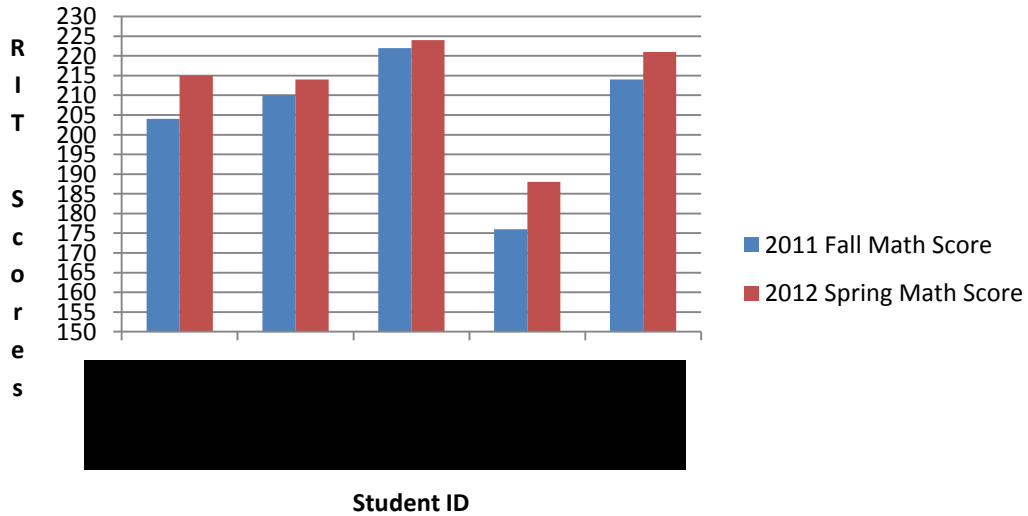
| Cohort Math  | Math Growth                                     | Percent of Cohort Demonstrating Growth | Average Grade Level Growth   |
|--|---|--|--|
| <b>4<sup>th</sup> Grade Cohort –5 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 4 of 5 students demonstrated Grade Level Growth | 80%                                    | The average growth for these 4 students was 1.0 grade levels         |
|  | 5 of 5 Students demonstrated RIT Scale Growth   | 100%                                   | The average RIT Scale Growth for these 5 students was 7.2 RIT points |

**Note: 4<sup>th</sup> Grade NWEA RIT Math Range is 203.8 to 212.5; expected yearly growth 8.7 points**

### RJBA NWEA - 4th Grade Cohort Math Grade Level Fall 2011 - Spring 2012



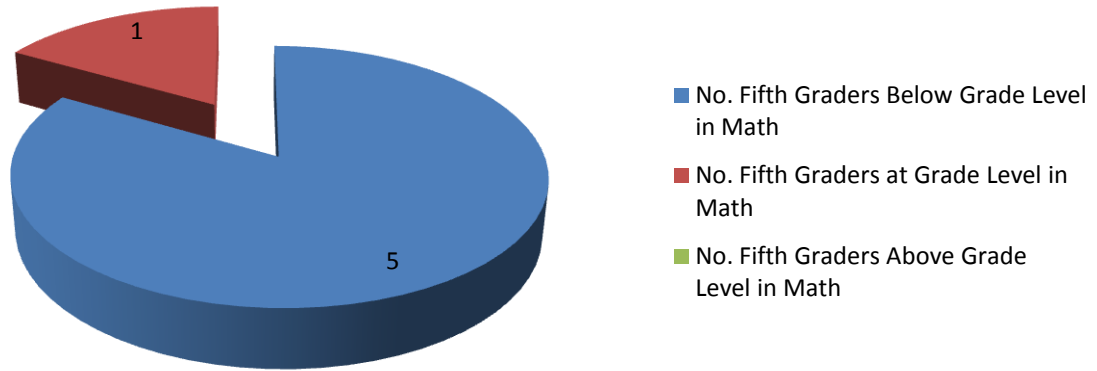
### RJBA NWEA - 4th Grade Cohort Math Grade Level Fall 2011 - Spring 2012





## 2011 RJBA Fall NWEA Results

### K5 Students Below Grade Level in Math



### RJBA NWEA 5<sup>th</sup> Grade Cohort Math Data

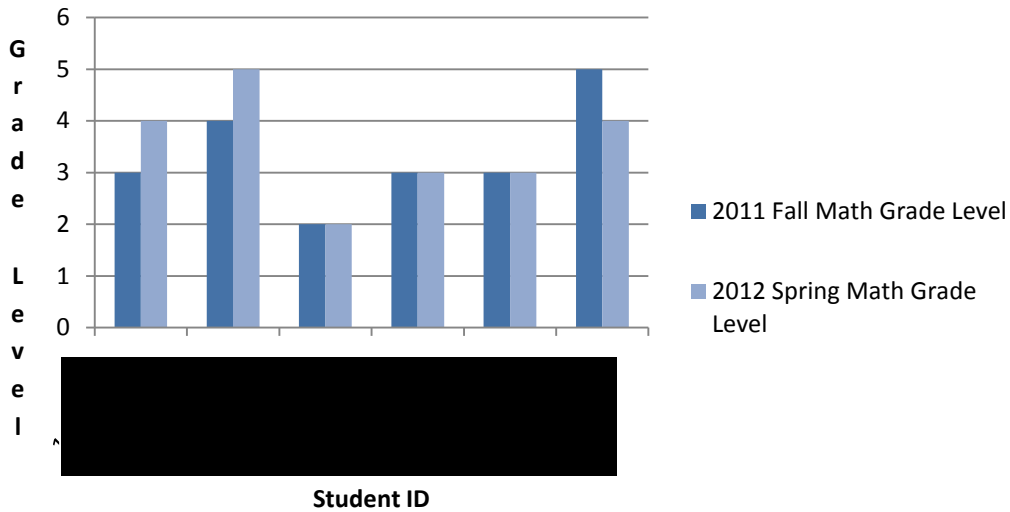
#### Test Cycle Fall 2011 to Spring 2012

| Cohort Math  | Math Growth                                     | Percent of Cohort Demonstrating Growth | Average Grade Level Growth   |
|--|---|--|--|
| <b>5<sup>th</sup> Grade Cohort –6 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 2 of 6 students demonstrated Grade Level Growth | 33%                                    | The average growth for these 2 students was 1.0 grade levels         |
|  | 3 of 6 Students demonstrated RIT Scale Growth   | 50%                                    | The average RIT Scale Growth for these 3 students was 8.6 RIT points |

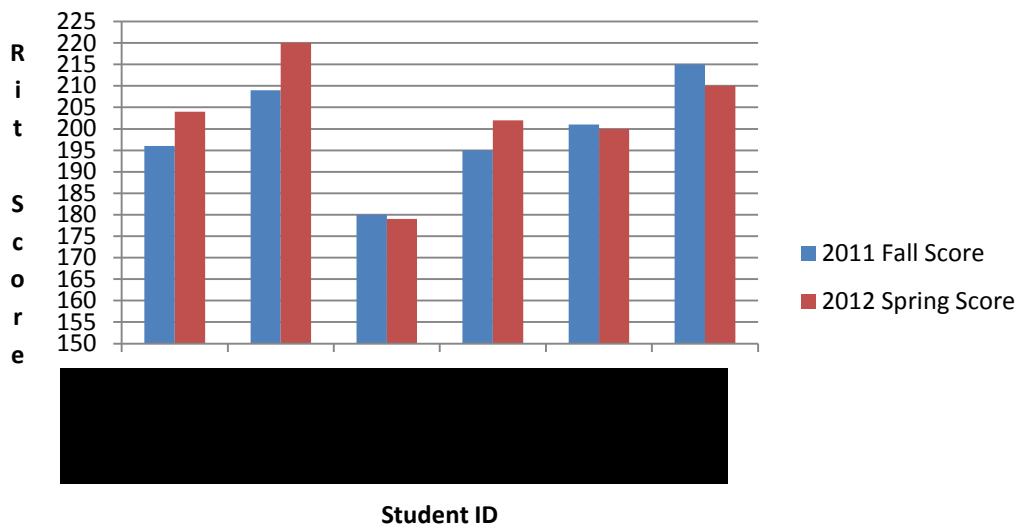
**Note:** 5<sup>th</sup> Grade NWEA RIT Math Range is 212.9 to 221; expected yearly growth 8.1 points



### RJBA NWEA - 5th Grade Cohort Math Grade Level Fall 2011 - Spring 2012

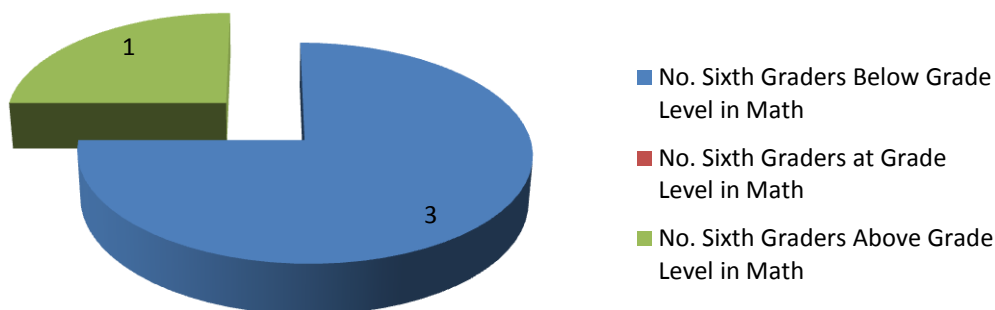


### RJBA NWEA - 5th Grade Cohort Math Grade Level Fall 2011 - Spring 2012



## 2011 RJBA Fall NWEA Results

### K6 Students Below Grade Level in Math



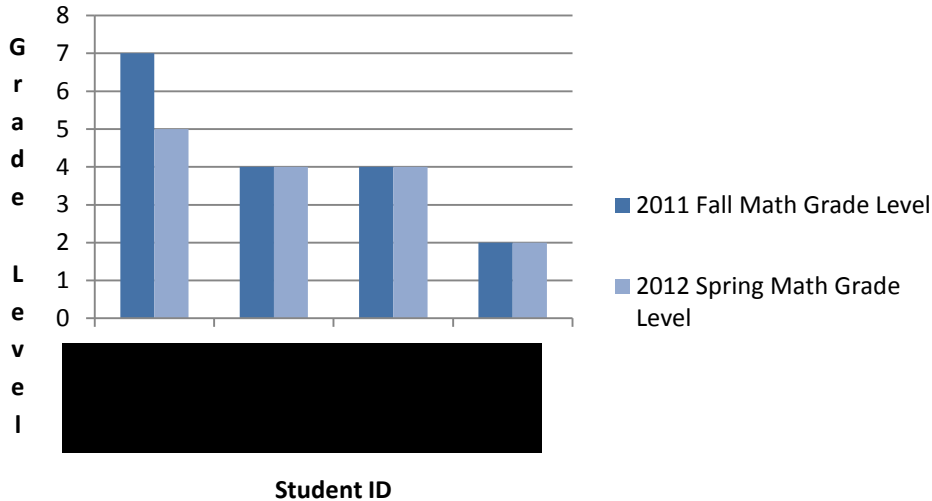
## RJBA NWEA 6<sup>th</sup> Grade Cohort Math Data

### Test Cycle Fall 2011 to Spring 2012

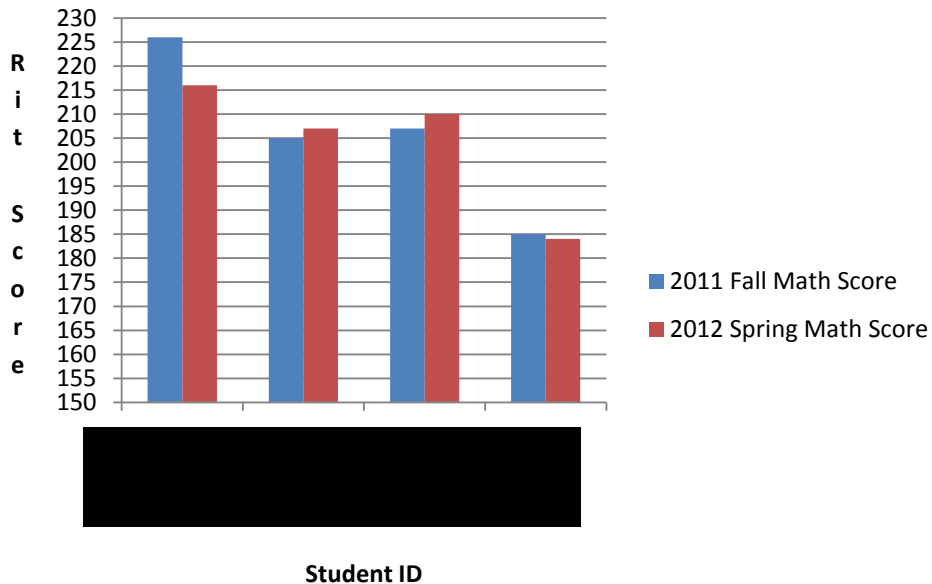
| Cohort Math  | Math Growth                                     | Percent of Cohort Demonstrating Growth | Average Grade Level Growth   |
|--|---|--|--|
| <b>6<sup>th</sup> Grade Cohort –4 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 0 of 4 students demonstrated Grade Level Growth | 0%                                     | The average growth for these 0 students was _ grade levels           |
|  | 2 of 4 Students demonstrated RIT Scale Growth   | 50%                                    | The average RIT Scale Growth for these 2 students was 2.5 RIT points |

**Note:** 6<sup>th</sup> Grade NWEA RIT Math Range is 219.6 to 225.6; expected yearly growth 6 points

### RJBA NWEA - 6th Grade Cohort Math Grade Level Fall 2011 - Spring 2012

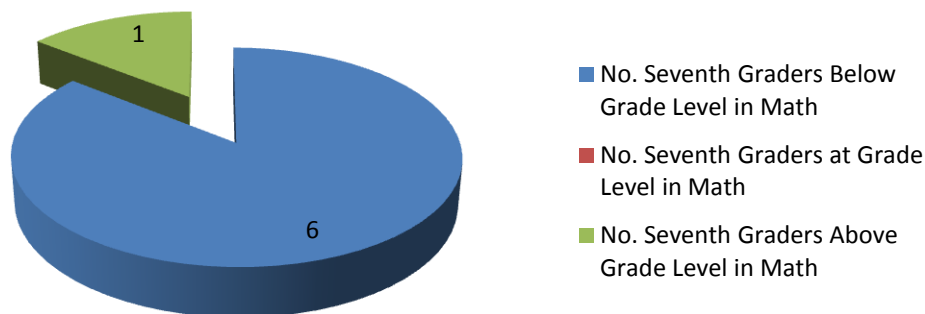


### RJBA NWEA - 6th Grade Cohort Math Grade Level Fall 2011 - Spring 2012



## 2011 RJBA Fall NWEA Results

### K7 Students Below Grade Level in Math



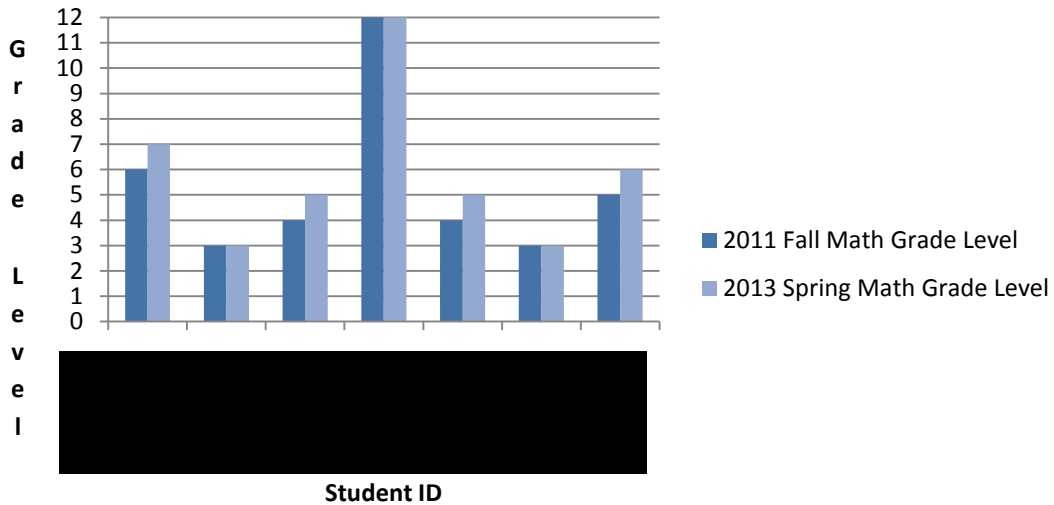
## RJBA NWEA 7<sup>th</sup> Grade Cohort Math Data

### Test Cycle Fall 2011 to Spring 2012

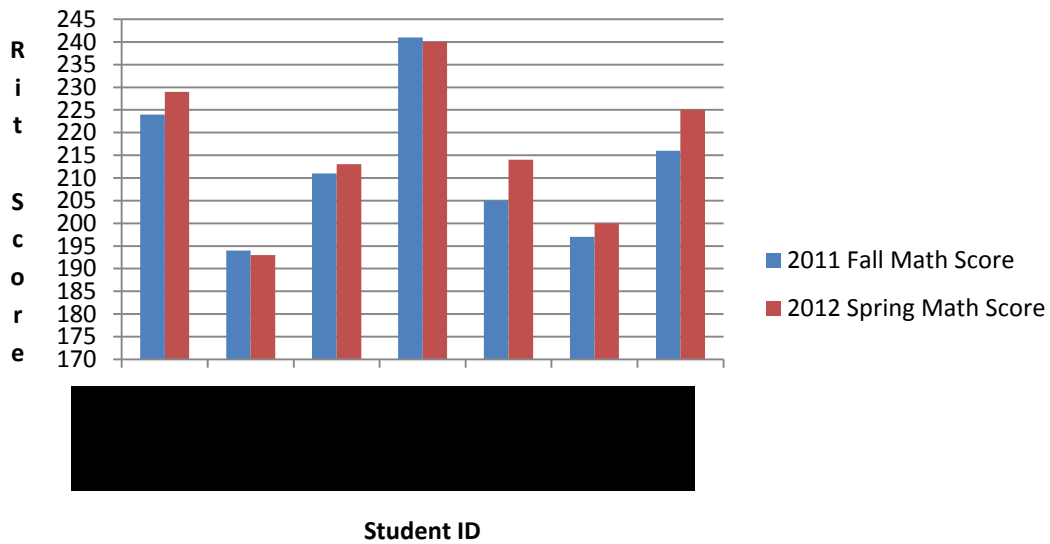
| Cohort Math  | Math Growth                                     | Percent of Cohort Demonstrating Growth | Average Grade Level Growth   |
|--|---|--|--|
| <b>7<sup>th</sup> Grade Cohort –7 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 4 of 7 students demonstrated Grade Level Growth | 57%                                    | The average growth for these 4 students was 1.0 grade levels         |
|  | 5 of 7 Students demonstrated RIT Scale Growth   | 71%                                    | The average RIT Scale Growth for these 2 students was 5.6 RIT points |

**Note: 7<sup>th</sup> Grade NWEA RIT Math Range is 225.6 to 230.5; expected yearly growth 4.9 points**

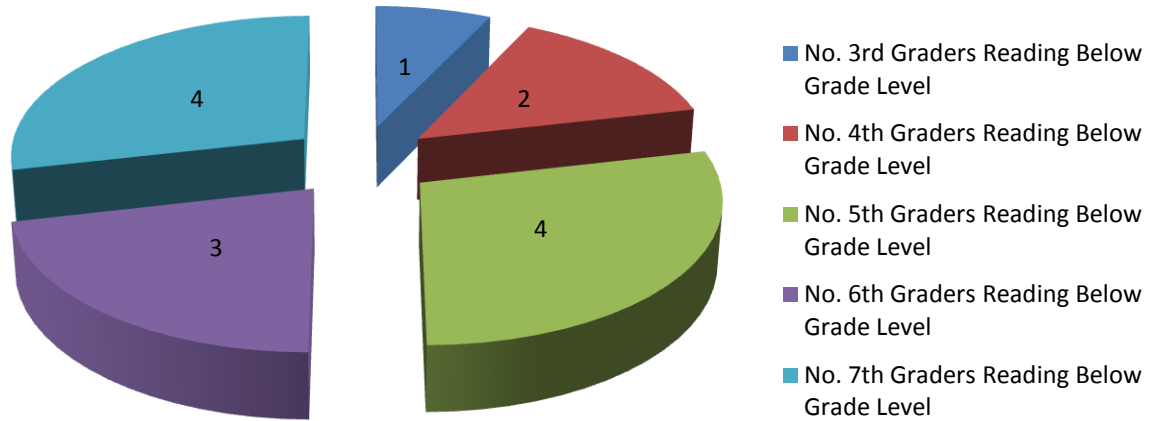
### RJBA NWEA - 7th Grade Cohort Math Grade Level Fall 2011 - Spring 2012



### RJBA NWEA - 7th Grade Cohort Math Grade Level Fall 2011 - Spring 2012



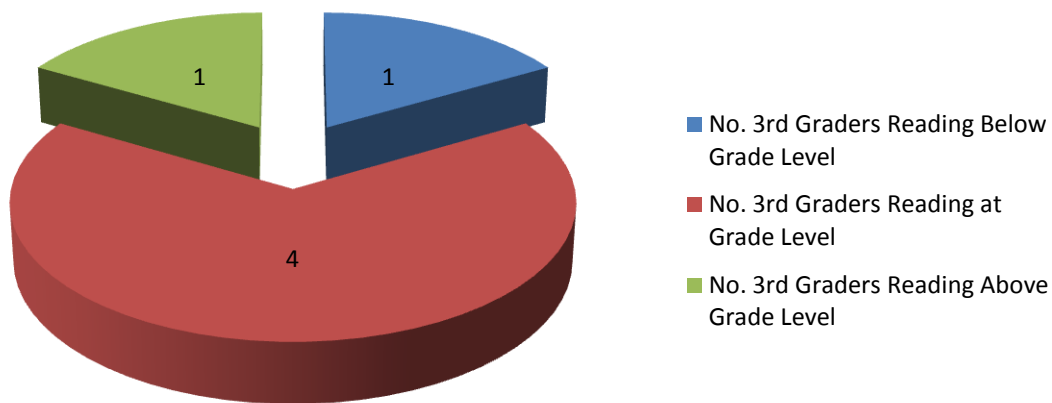
**2011 RJBA Fall NWEA Results  
K3 - K7 Students Reading Below Grade Level**



**Performance Statement:**

**2011 Fall NWEA Short Cycle Assessment:** RJBA started the school year with 50% (14 of 28) K3–K7 of students testing below grade level in Reading.

### 2011 RJBA Fall NWEA Results K3 Students Reading Below Grade Level

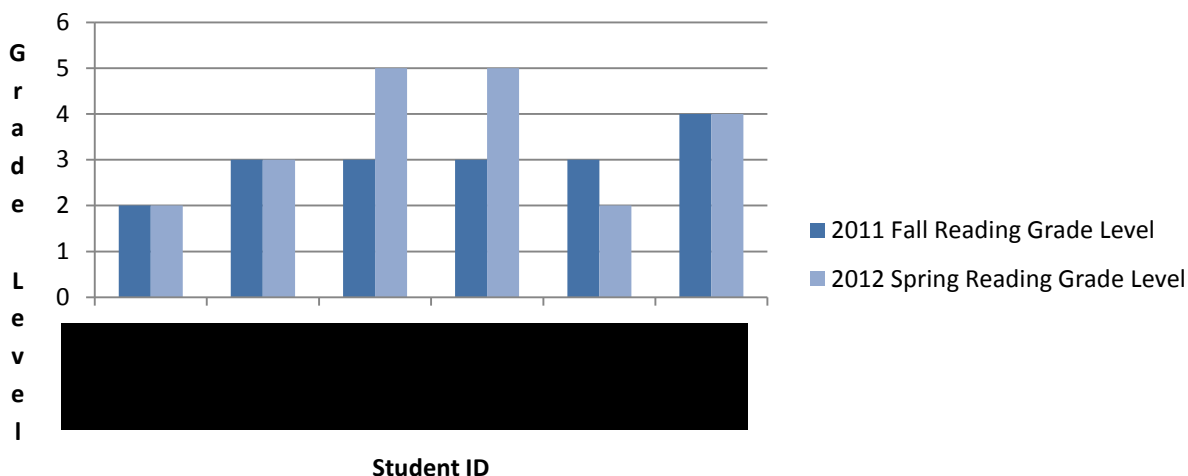


### RJBA NWEA 3<sup>rd</sup> Grade Cohort Reading Data Test Cycle Fall 2011 to Spring 2012

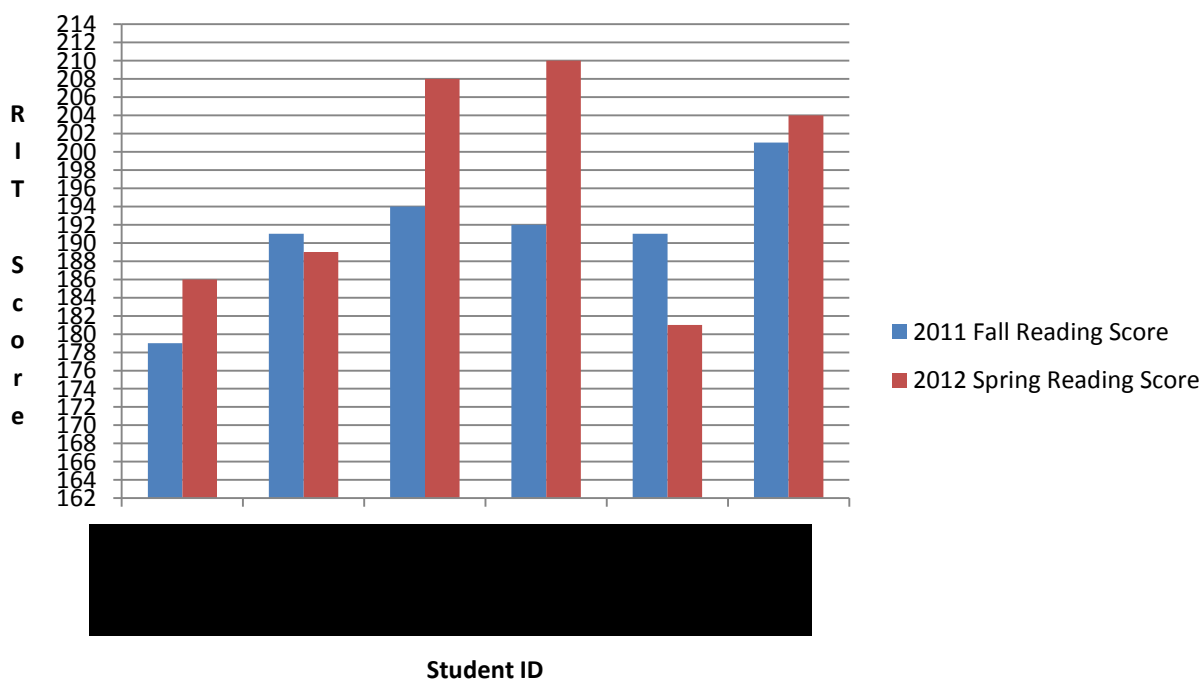
| Cohort Reading  | Reading Growth                                  | Percent of Cohort Demonstrating Growth | Average Grade Level Growth  |
|---|---|--|---|
| <b>3<sup>rd</sup> Grade Cohort – 6 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 2 of 6 students demonstrated Grade Level Growth | 33%                                    | The average growth for these 2 students was 2.0 grade levels          |
|   | 4 of 6 Students demonstrated RIT Scale Growth   | 67%                                    | The average RIT Scale Growth for these 4 students was 10.5 RIT points |

**Note: 3<sup>rd</sup> Grade NWEA RIT Reading Range is 189.9 to 199.2; expected yearly growth 9.3 points**

### RJBA NWEA - 3rd Grade Cohort Reading Grade Level Fall 2011 to Spring 2012

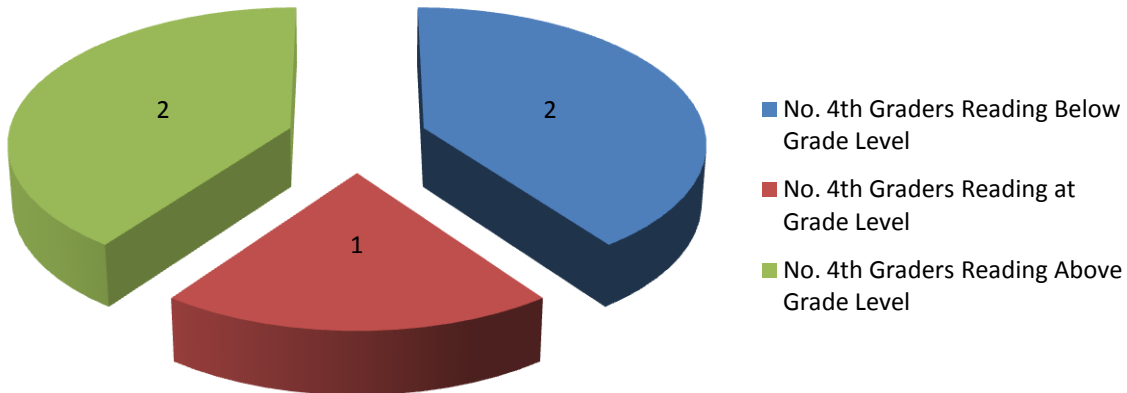


### RJBA NWEA - 3rd Grade Cohort Reading RIT Score Fall 2011 to Spring 2012





### 2011 RJBA Fall NWEA Results K4 Students Reading Below Grade Level

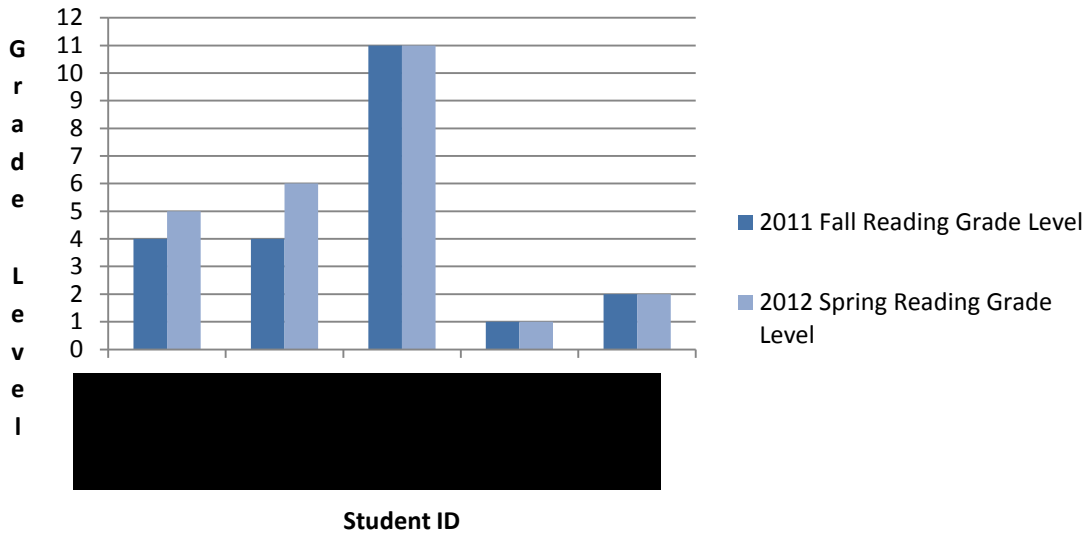


### RJBA NWEA 4<sup>th</sup> Grade Cohort Reading Data Test Cycle Fall 2011 to Spring 2012

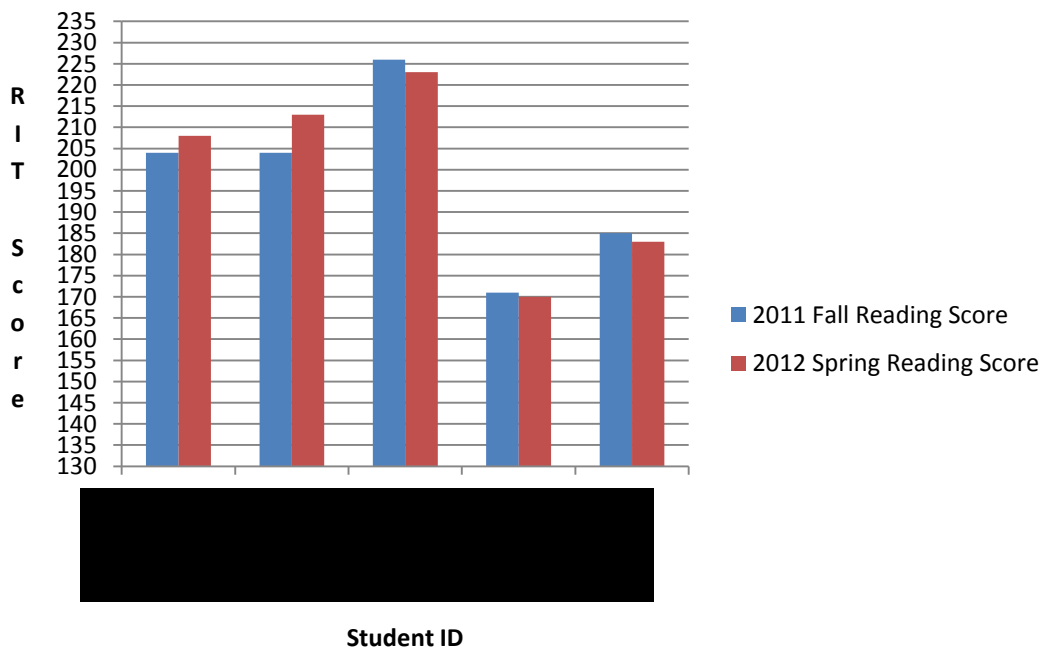
| Cohort Reading  | Reading Growth/Decline                          | Percent of Cohort Demonstrating Growth | Average Grade Level Growth   |
|---|---|--|--|
| <b>4<sup>th</sup> Grade Cohort – 5 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 2 of 5 students demonstrated Grade Level Growth | 40%                                    | The average growth for these 2 students was 1.5 grade levels         |
|   | 2 of 5 Students demonstrated RIT Scale Growth   | 40%                                    | The average RIT Scale Growth for these 2 students was 6.5 RIT points |

**Note:** 4<sup>th</sup> Grade NWEA RIT Reading Range is 199.8 to 206.7; expected yearly growth 6.9 points

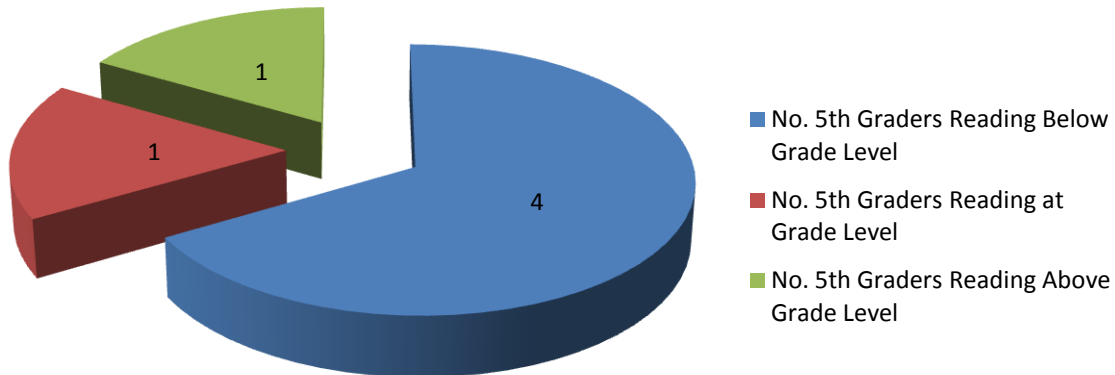
### RJBA NWEA - 4th Grade Cohort Reading Grade Level Fall 2011 to Spring 2012



### RJBA NWEA - 4th Grade Cohort Reading RIT Score Fall 2011 to Spring 2012



### 2011 RJBA Fall NWEA Results K5 Students Reading Below Grade Level

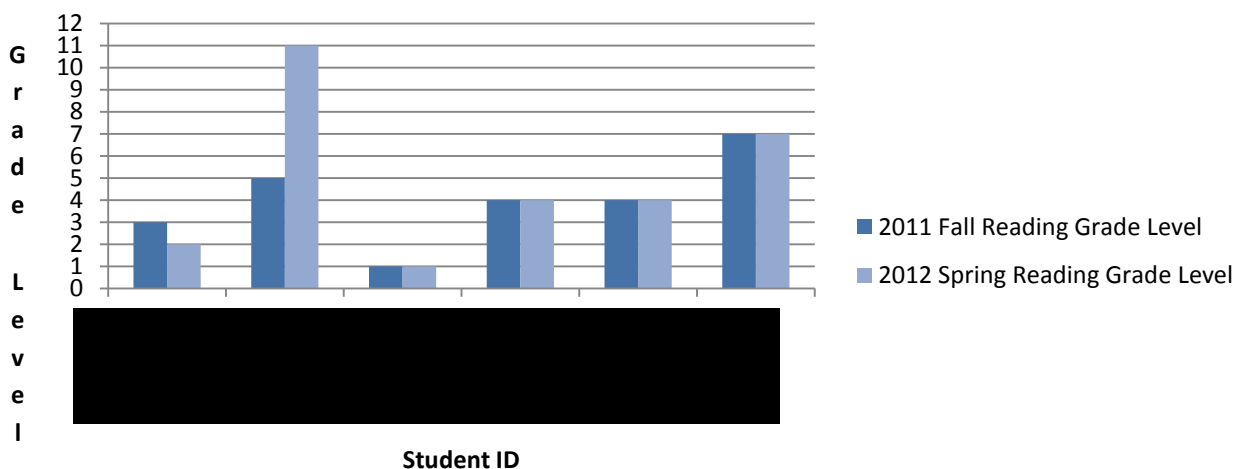


### RJBA NWEA 5<sup>th</sup> Grade Cohort Reading Data Test Cycle Fall 2011 to Spring 2012

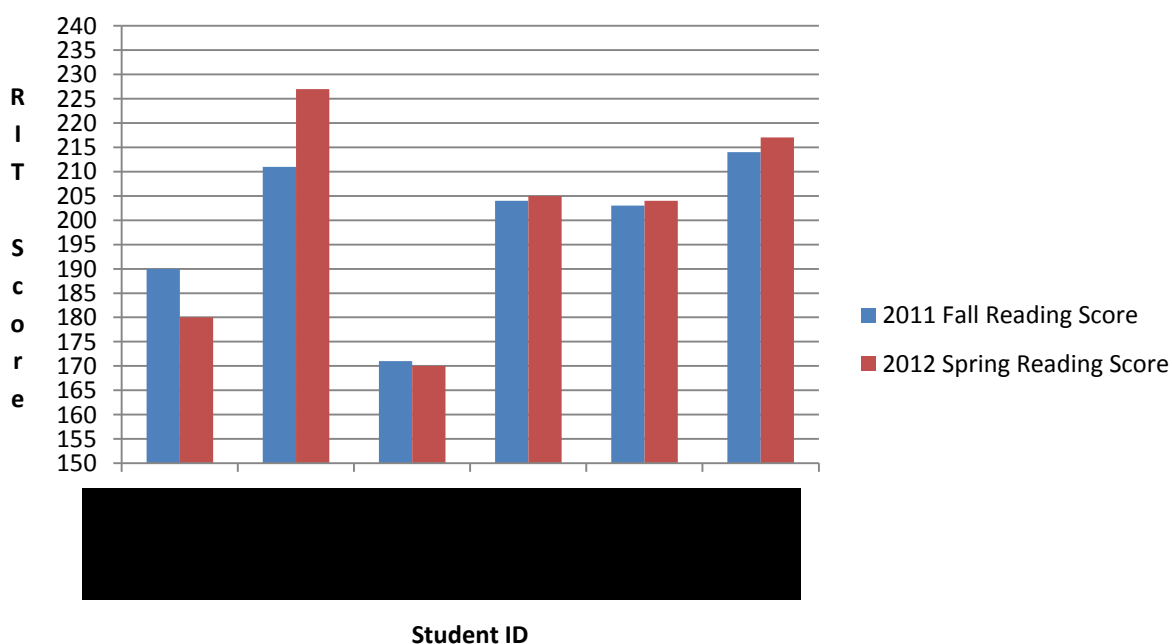
| Cohort Reading  | Reading Growth/Decline                          | Percent of Cohort Demonstrating Growth | Average Grade Level Growth  |
|---|---|--|---|
| <b>5<sup>th</sup> Grade Cohort – 6 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 1 of 6 students demonstrated Grade Level Growth | 17%                                    | The average growth for this 1 student was 6 grade levels              |
|   | 4 of 6 Students demonstrated RIT Scale Growth   | 67%                                    | The average RIT Scale Growth for these 4 students was 5.25 RIT points |

**Note:** 5<sup>th</sup> Grade NWEA RIT Reading Range is 207.1 to 212.3; expected yearly growth 5.2 points

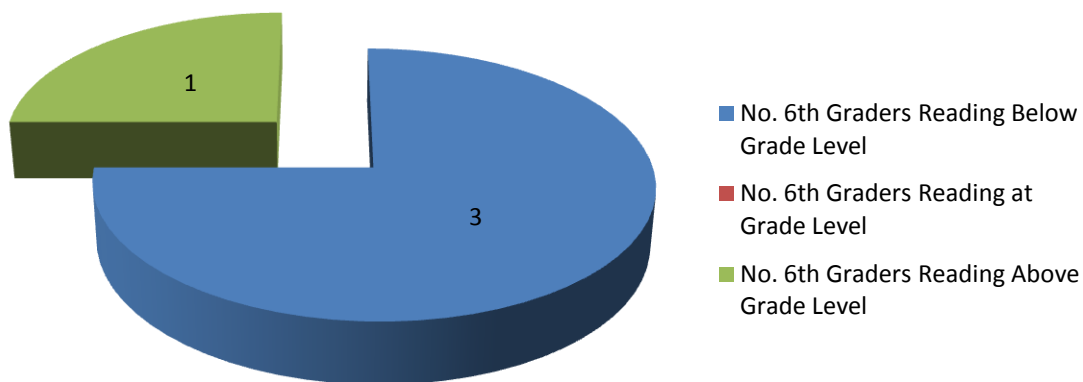
## RJBA NWEA - 5th Grade Cohort Reading Grade Level Fall 2011 to Spring 2012



## RJBA NWEA - 5th Grade Cohort Reading RIT Score Fall 2011 to Spring 2012



### 2011 RJBA Fall NWEA Results K6 Students Reading Below Grade Level

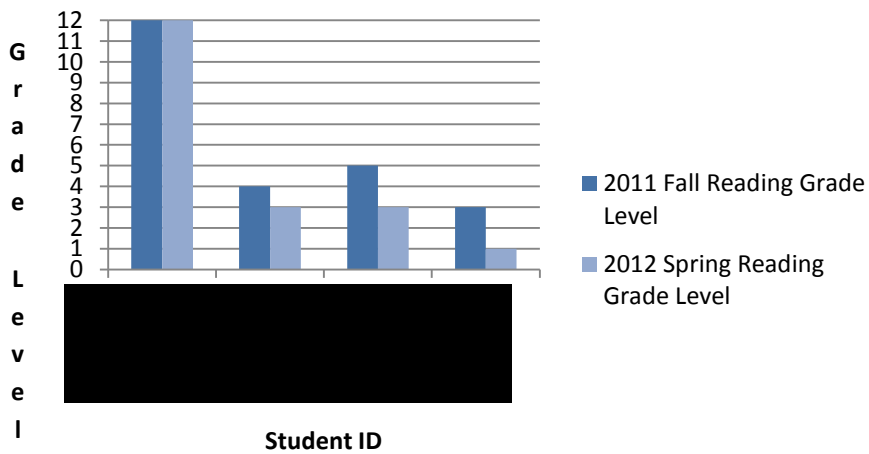


### RJBA NWEA 6<sup>th</sup> Grade Cohort Reading Data Test Cycle Fall 2011 to Spring 2012

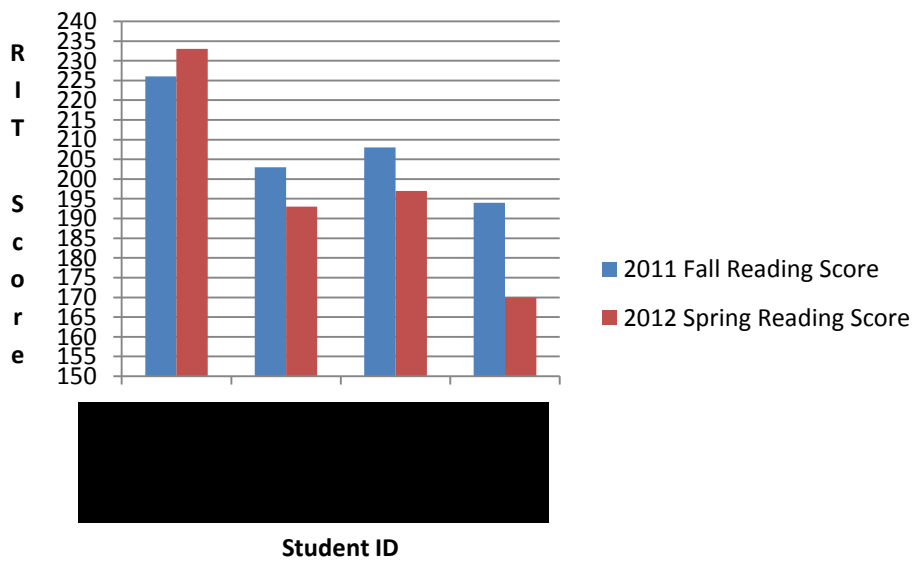
| Cohort Reading  | Reading Growth/Decline                          | Percent of Cohort Demonstrating Growth | Average Grade Level Growth                                       |
|---|---|--|--|
| <b>6<sup>th</sup> Grade Cohort – 4 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 0 of 6 students demonstrated Grade Level Growth | 0%                                     | The average growth for this 0 student was 0 grade levels         |
|   | 1 of 4 Students demonstrated RIT Scale Growth   | 25%                                    | The average RIT Scale Growth for this 1 student was 7 RIT points |

**Note:** 6<sup>th</sup> Grade NWEA RIT Reading Range is 212.3 to 216.4; expected yearly growth 4.1 points

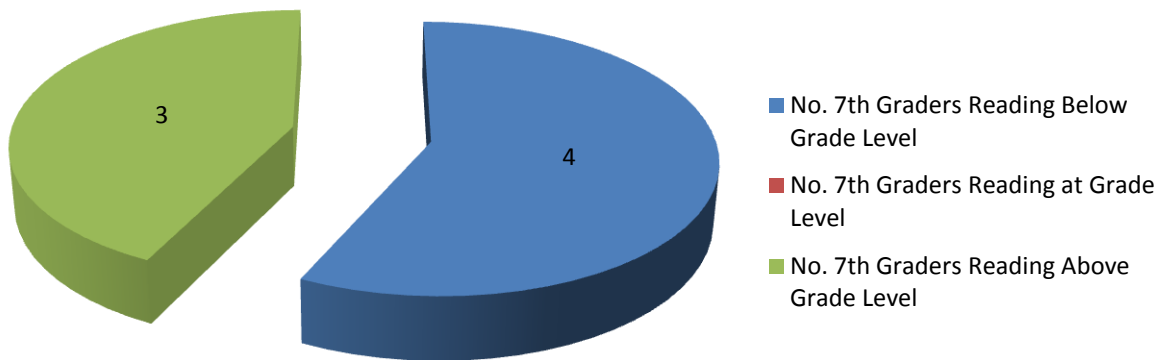
### RJBA NWEA - 6th Grade Cohort Reading Grade Level Fall 2011 to Spring 2012



### RJBA NWEA - 6th Grade Cohort Reading RIT Score Fall 2011 to Spring 2012



### 2011 RJBA Fall NWEA Results K7 Students Reading Below Grade Level

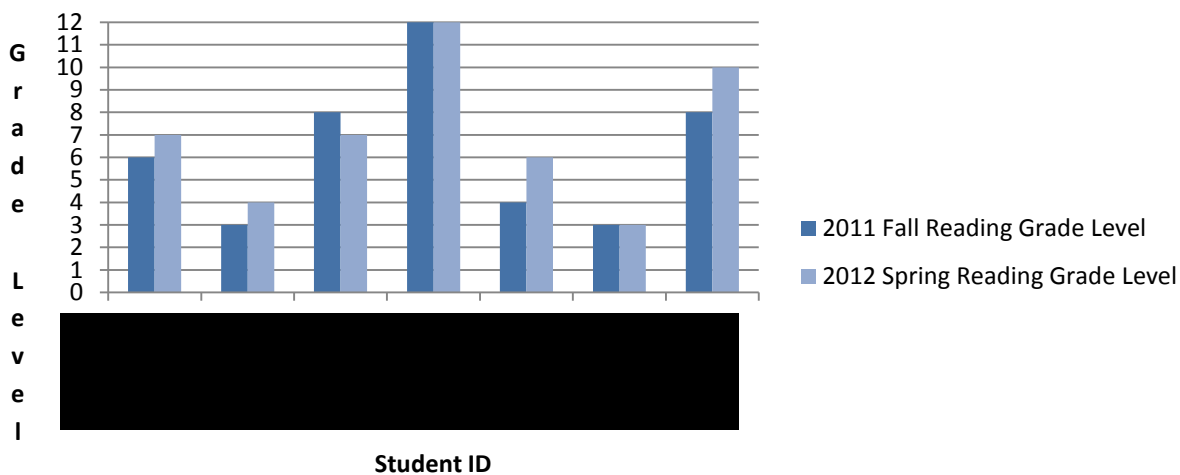


### RJBA NWEA 7<sup>th</sup> Grade Cohort Reading Data Test Cycle Fall 2011 to Spring 2012

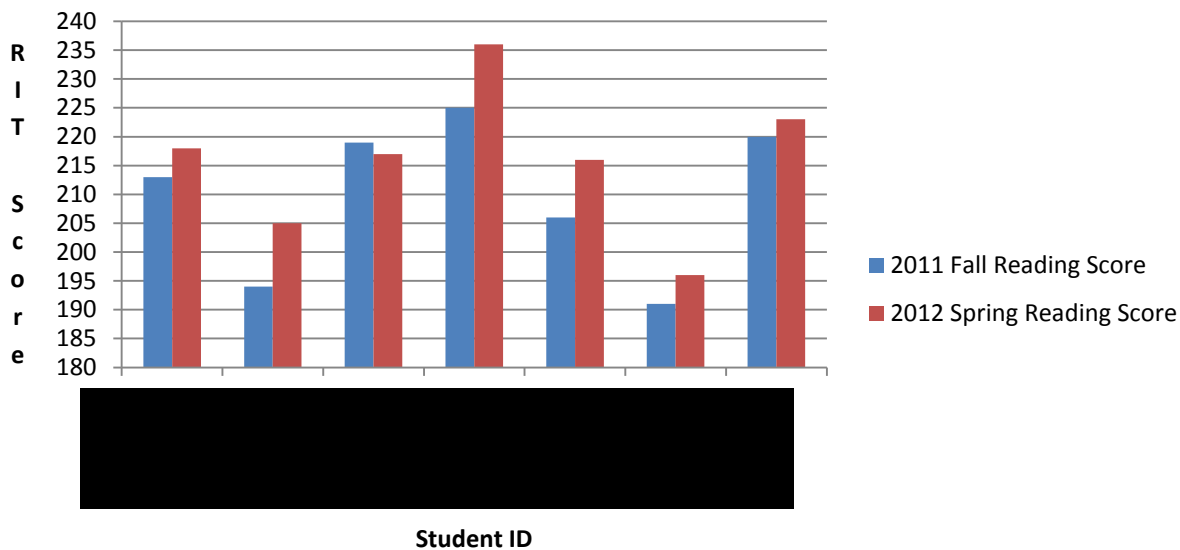
| Cohort Reading  | Reading Growth/Decline                          | Percent of Cohort Demonstrating Growth | Average Grade Level Growth   |
|---|---|--|--|
| <b>7<sup>th</sup> Grade Cohort – 7 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 4 of 7 students demonstrated Grade Level Growth | 57%                                    | The average growth for these 4 students was 1.5 grade levels         |
|   | 5 of 7 Students demonstrated RIT Scale Growth   | 71%                                    | The average RIT Scale Growth for these 5 students was 8.4 RIT points |

**Note:** 7<sup>th</sup> Grade NWEA RIT Reading Range is 216.3 to 219.7; expected yearly growth 3.4 points

### RJBA NWEA - 7th Grade Cohort Reading Grade Level Fall 2011 to Spring 2012

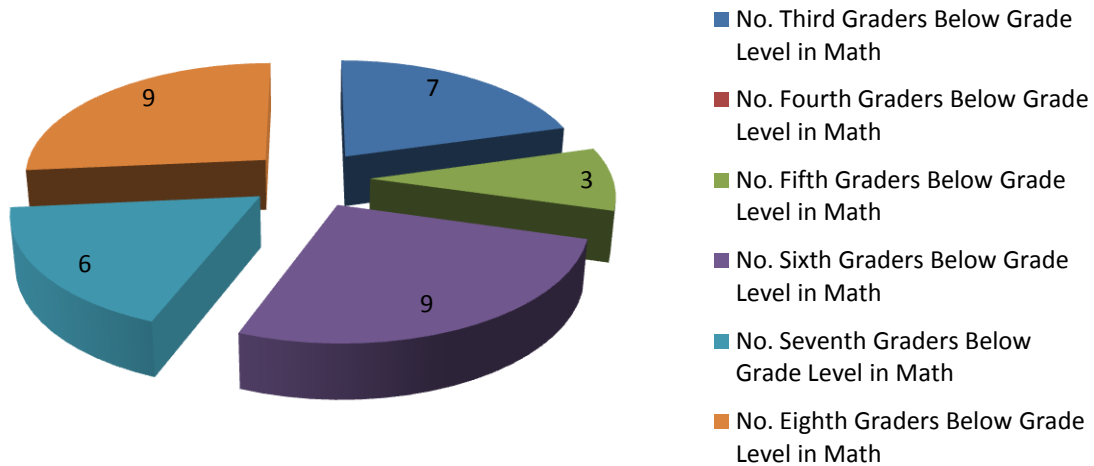


### RJBA NWEA - 7th Grade Cohort Reading RIT Score Fall 2011 to Spring 2012





## 2012 RJBA Fall NWEA Results K3-K8 Students Below Grade Level in Math

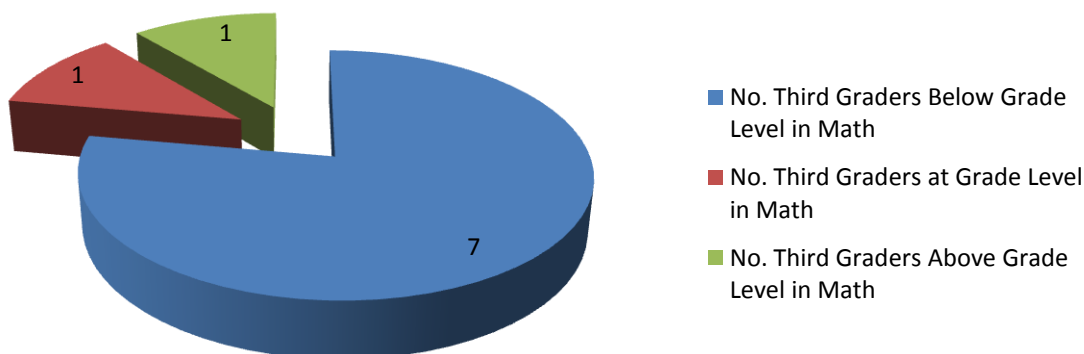


### Performance Statement:

**2012 Fall NWEA Short Cycle Assessment:** RJBA started the school year with 65% (34 of 52) K3–K8 of students testing below grade level in Math.

## 2012 RJBA Fall NWEA Results

### K3 Students Below Grade Level in Math



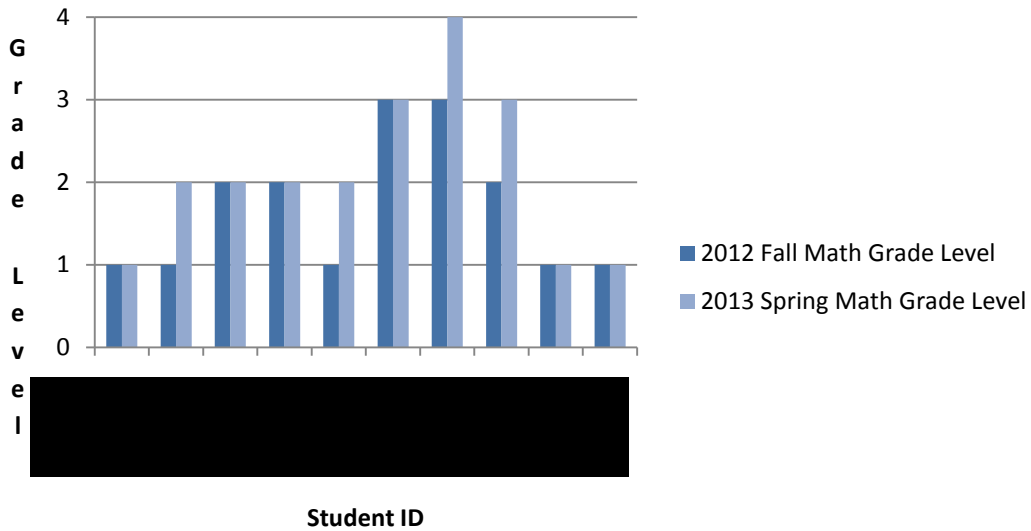
## RJBA NWEA 3<sup>rd</sup> Grade Cohort Math Data

### Test Cycle Fall 2012 to Spring 2013

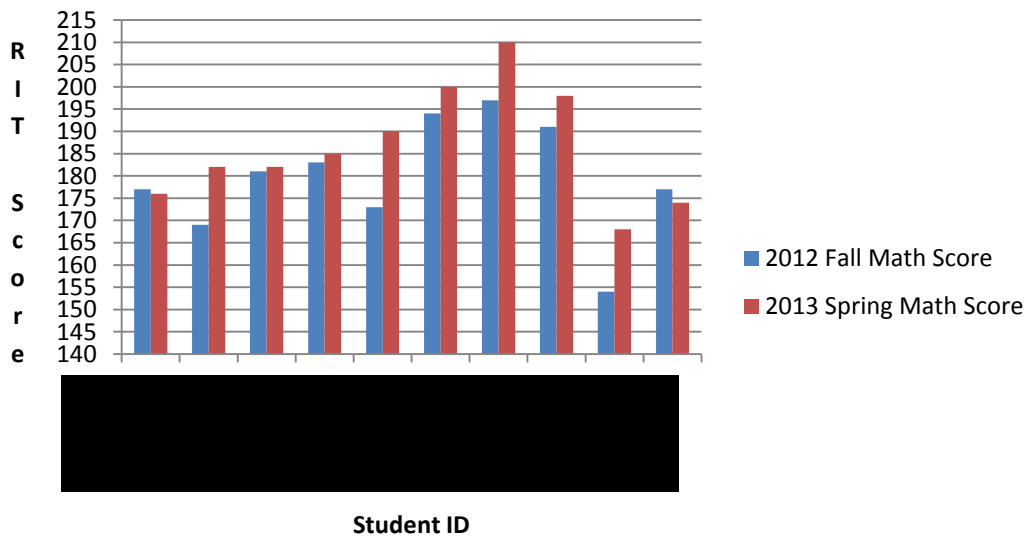
| Cohort Math  | Math Growth                                     | Percent of Cohort Demonstrating Growth | Average Grade Level Growth   |
|--|---|--|--|
| <b>3<sup>rd</sup> Grade Cohort –9 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 4 of 9 students demonstrated Grade Level Growth | 44%                                    | The average growth for these 4 students was 1.0 grade levels         |
|  | 8 of 9 Students demonstrated RIT Scale Growth   | 89%                                    | The average RIT Scale Growth for these 3 students was 9.1 RIT points |

**Note: 3<sup>rd</sup> Grade NWEA RIT Math Range is 192.1 to 203.1; expected yearly growth 11**

### RJBA NWEA - 3rd Grade Cohort Math Grade Level Fall 2012 - Spring 2013

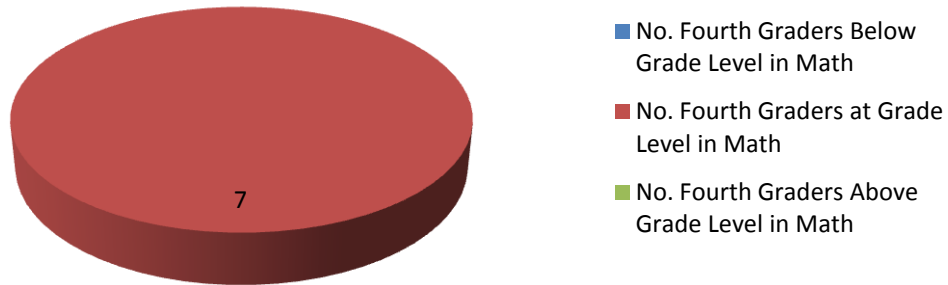


### RJBA NWEA - 3rd Grade Cohort Math RIT Score Fall 2012 - Fall 2013



## 2012 RJBA Fall NWEA Results

### K4 Students Below Grade Level in Math

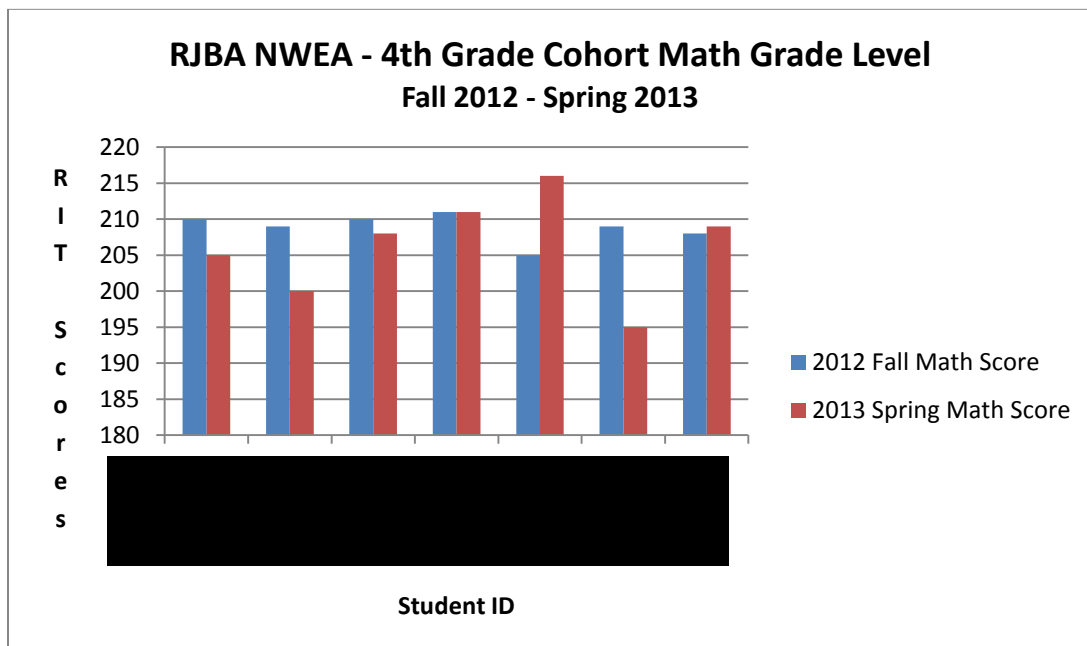
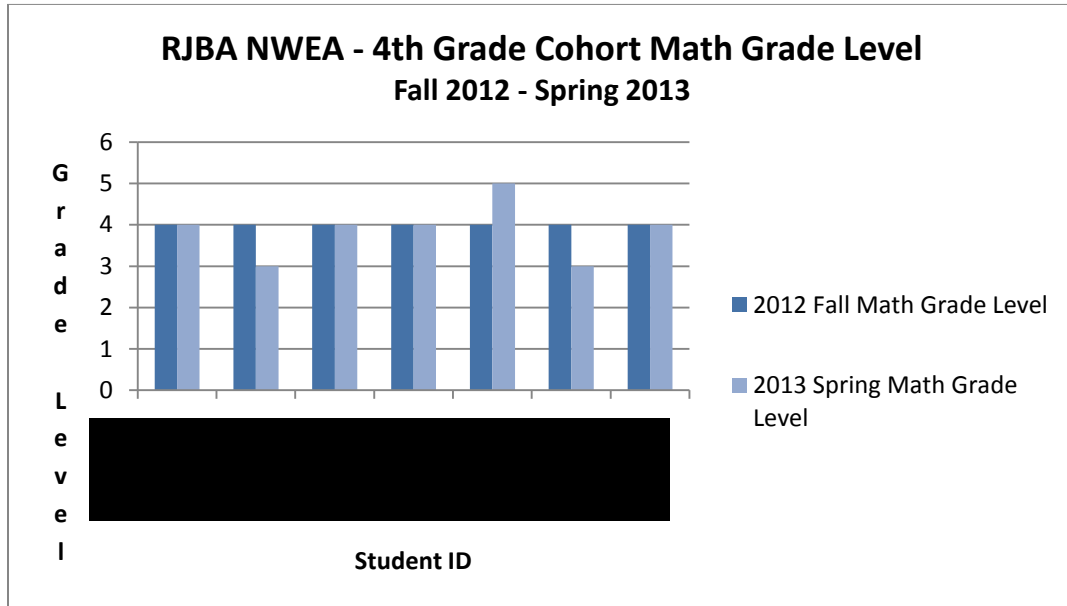


## RJBA NWEA 4<sup>th</sup> Grade Cohort Math Data

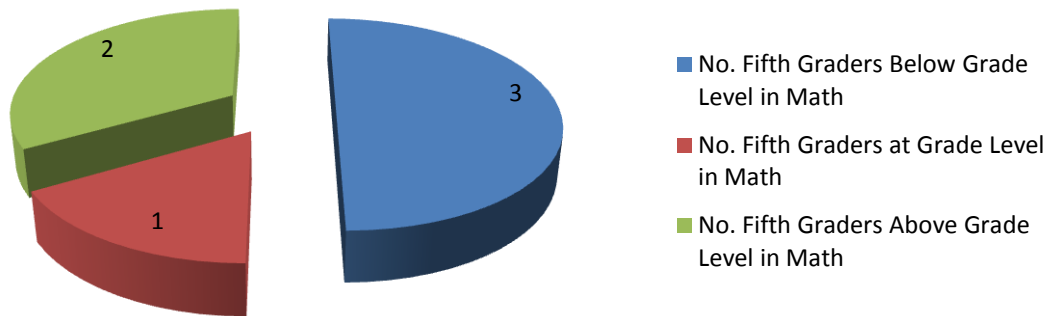
### Test Cycle Fall 2012 to Spring 2013

| Cohort Math  | Math Growth                                     | Percent of Cohort Demonstrating Growth | Average Grade Level Growth   |
|--|---|--|--|
| <b>4<sup>th</sup> Grade Cohort –7 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 1 of 7 students demonstrated Grade Level Growth | 14%                                    | The average growth for these 1 students was 1.0 grade levels       |
|  | 2 of 7 Students demonstrated RIT Scale Growth   | 28%                                    | The average RIT Scale Growth for these 5 students was 6 RIT points |

**Note:** 4<sup>th</sup> Grade NWEA RIT Math Range is 203.8 to 212.5; expected yearly growth 8.7 points



## 2012 RJBA Fall NWEA Results K5 Students Below Grade Level in Math

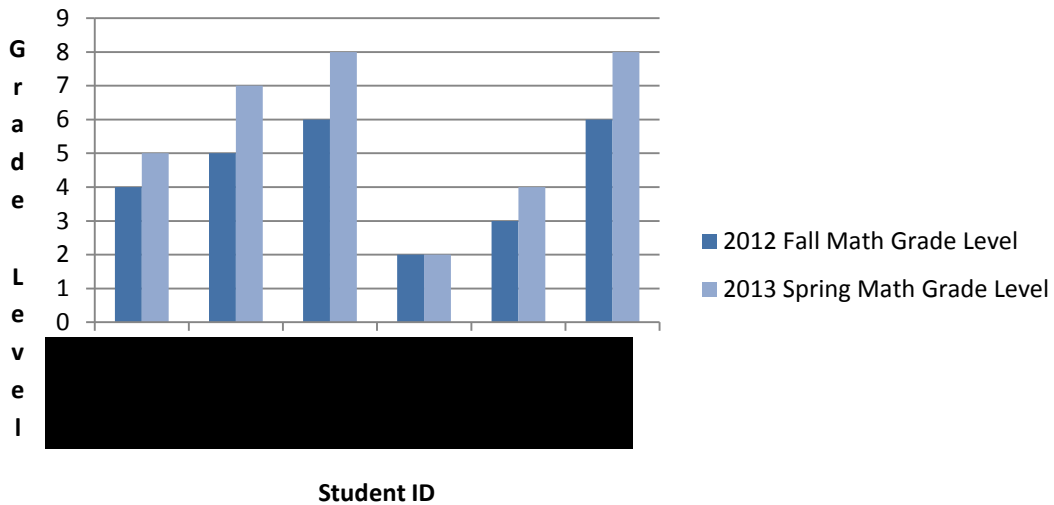


## RJBA NWEA 5<sup>th</sup> Grade Cohort Math Data Test Cycle Fall 2012 to Spring 2013

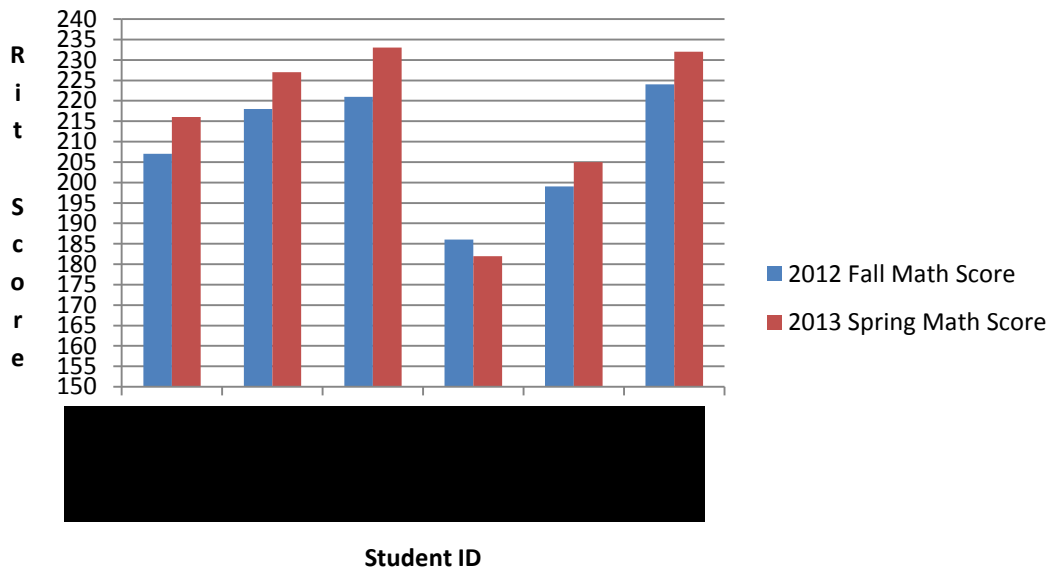
| Cohort Math  | Math Growth                                     | Percent of Cohort Demonstrating Growth | Average Grade Level Growth   |
|--|---|--|--|
| <b>5<sup>th</sup> Grade Cohort –6 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 5 of 6 students demonstrated Grade Level Growth | 83%                                    | The average growth for these 5 students was 1.6 grade levels         |
|  | 5 of 6 Students demonstrated RIT Scale Growth   | 83%                                    | The average RIT Scale Growth for these 5 students was 8.8 RIT points |

**Note:** 5<sup>th</sup> Grade NWEA RIT Math Range is 212.9 to 221; expected yearly growth 8.1 points

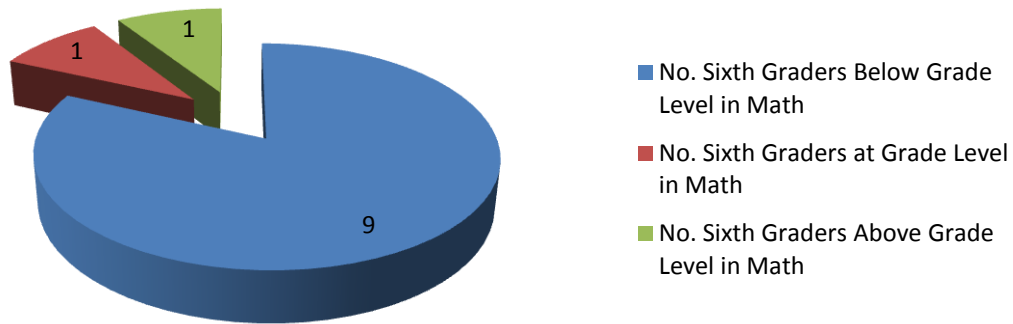
### RJBA NWEA - 5th Grade Cohort Math Grade Level Fall 2012 - Spring 2013



### RJBA NWEA - 5th Grade Cohort Math Grade Level Fall 2012 - Spring 2013



## 2012 RJBA Fall NWEA Results K6 Students Below Grade Level in Math



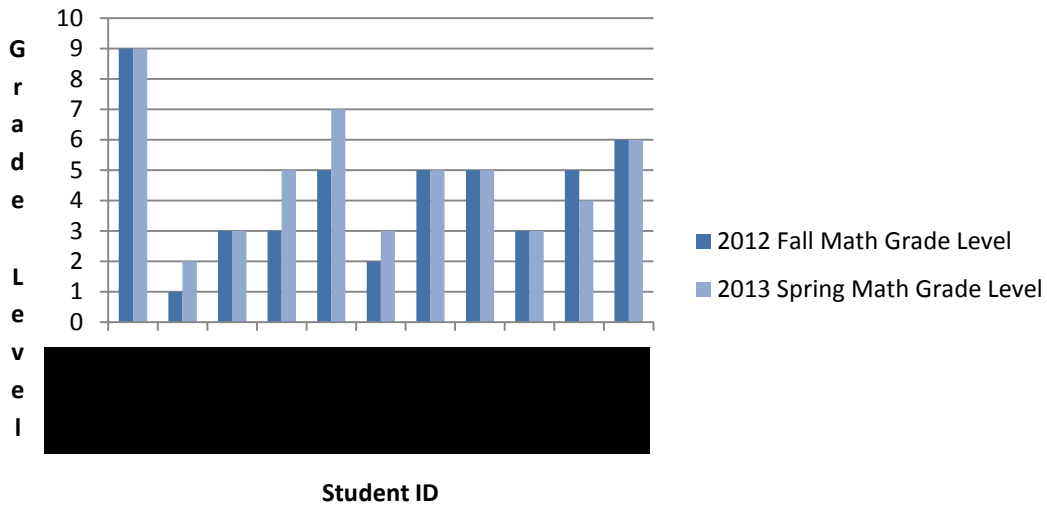
## RJBA NWEA 6<sup>th</sup> Grade Cohort Math Data Test Cycle Fall 2012 to Spring 2013

| Cohort Math   | Math Growth                                      | Percent of Cohort Demonstrating Growth | Average Grade Level Growth   |
|---|--|--|--|
| <b>6<sup>th</sup> Grade Cohort –11 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 4 of 11 students demonstrated Grade Level Growth | 36%                                    | The average growth for these 4 students was 1.5 grade levels         |
|   | 6 of 11 Students demonstrated RIT Scale Growth   | 55%                                    | The average RIT Scale Growth for these 6 students was 8.8 RIT points |

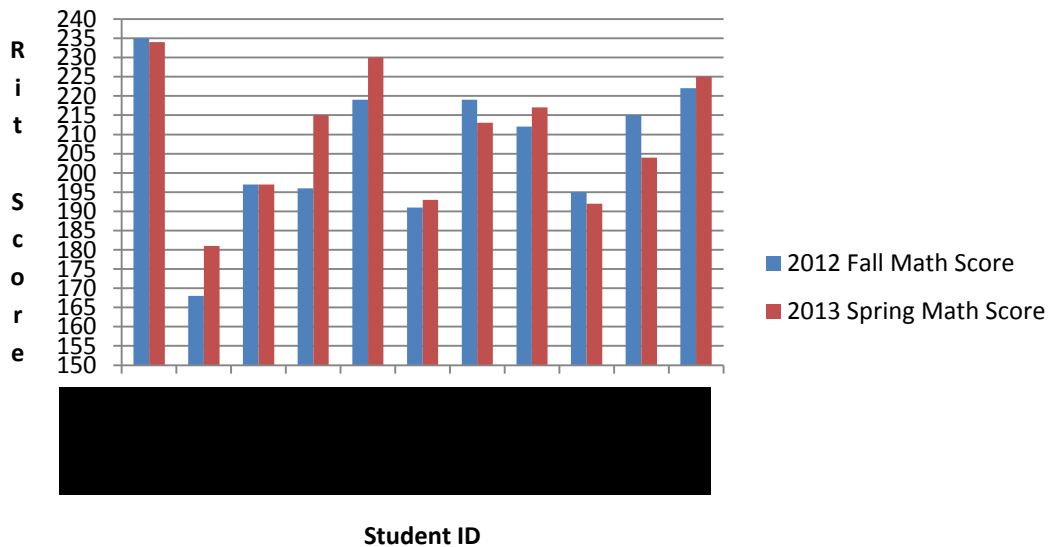
**Note:** 6<sup>th</sup> Grade NWEA RIT Math Range is 219.6 to 225.6; expected yearly growth 6 points



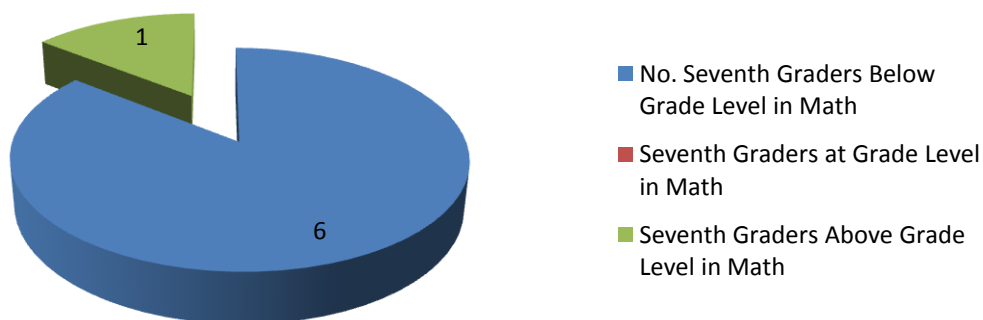
### RJBA NWEA - 6th Grade Cohort Math Grade Level Fall 2012 - Spring 2013



### RJBA NWEA - 6th Grade Cohort Math Grade Level Fall 2012 - Spring 2013



## 2012 RJBA Fall NWEA Results K7 Students Below Grade Level in Math

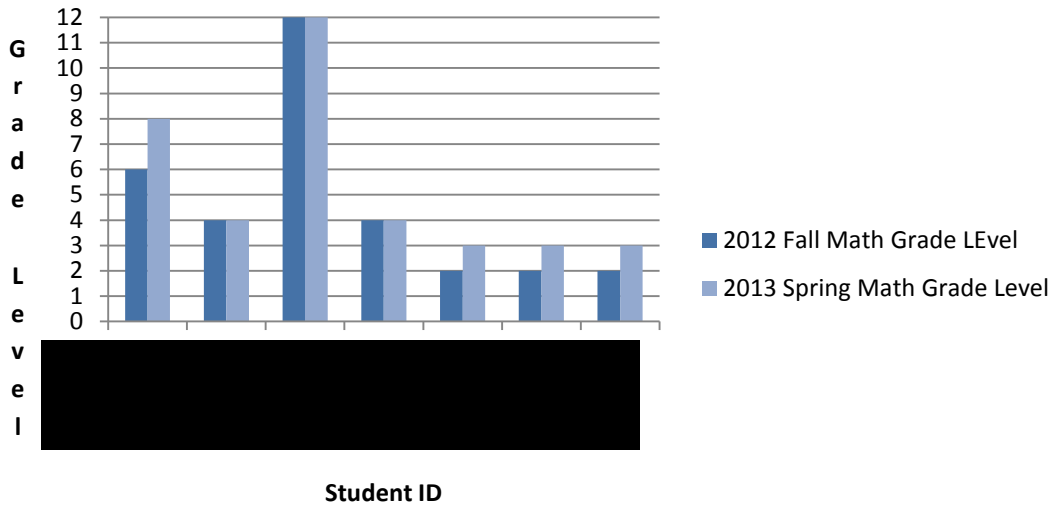


## RJBA NWEA 7<sup>th</sup> Grade Cohort Math Data Test Cycle Fall 2012 to Spring 2013

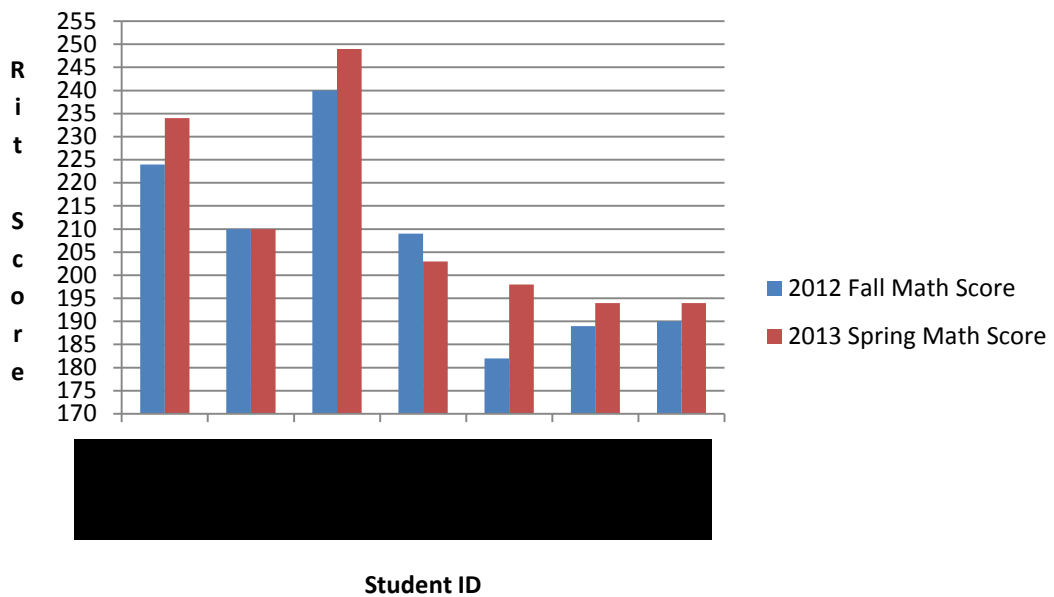
| Cohort Math  | Math Growth                                     | Percent of Cohort Demonstrating Growth | Average Grade Level Growth   |
|--|---|--|--|
| <b>7<sup>th</sup> Grade Cohort –7 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 4 of 7 students demonstrated Grade Level Growth | 57%                                    | The average growth for these 4 students was 1.25 grade levels        |
|  | 5 of 7 Students demonstrated RIT Scale Growth   | 71%                                    | The average RIT Scale Growth for these 2 students was 8.8 RIT points |

**Note:** 7<sup>th</sup> Grade NWEA RIT Math Range is 225.6 to 230.5; expected yearly growth 4.9 points

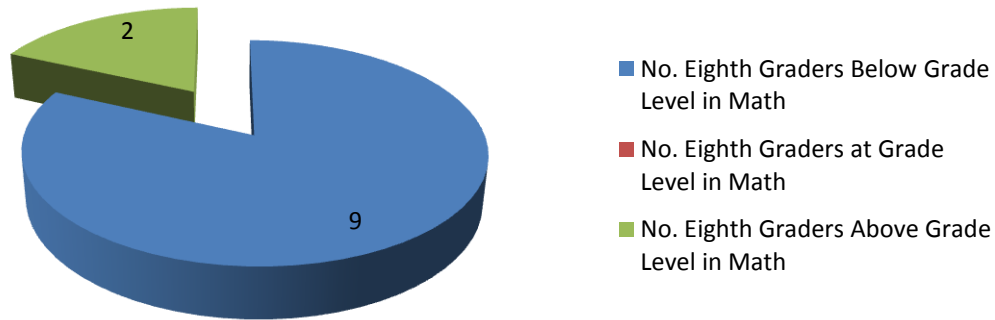
### RJBA NWEA - 7th Grade Cohort Math Grade Level Fall 2012 - Spring 2013



### RJBA NWEA - 7th Grade Cohort Math Grade Level Fall 2012 - Spring 2013



## 2012 RJBA Fall NWEA Results K8 Students Below Grade Level in Math

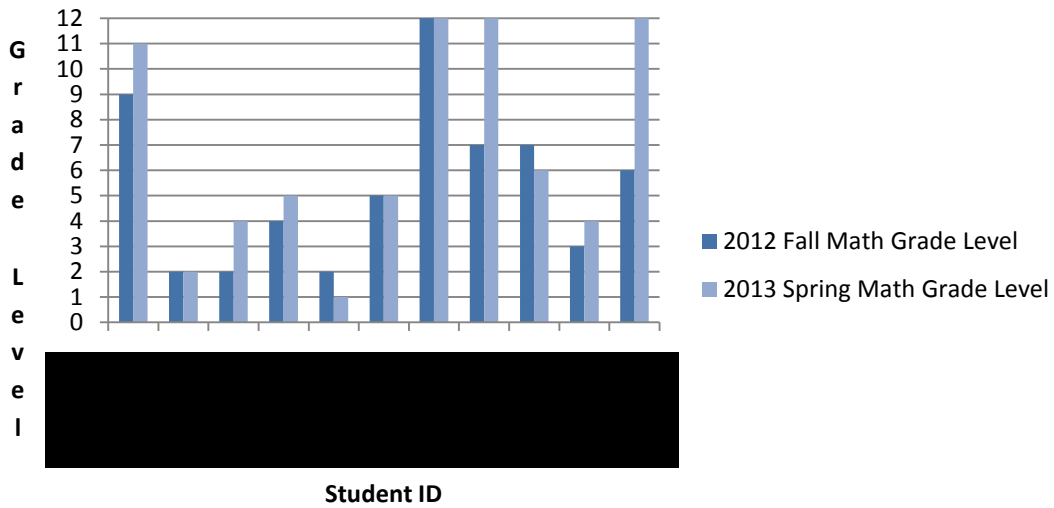


## RJBA NWEA 8<sup>th</sup> Grade Cohort Math Data Test Cycle Fall 2012 to Spring 2013

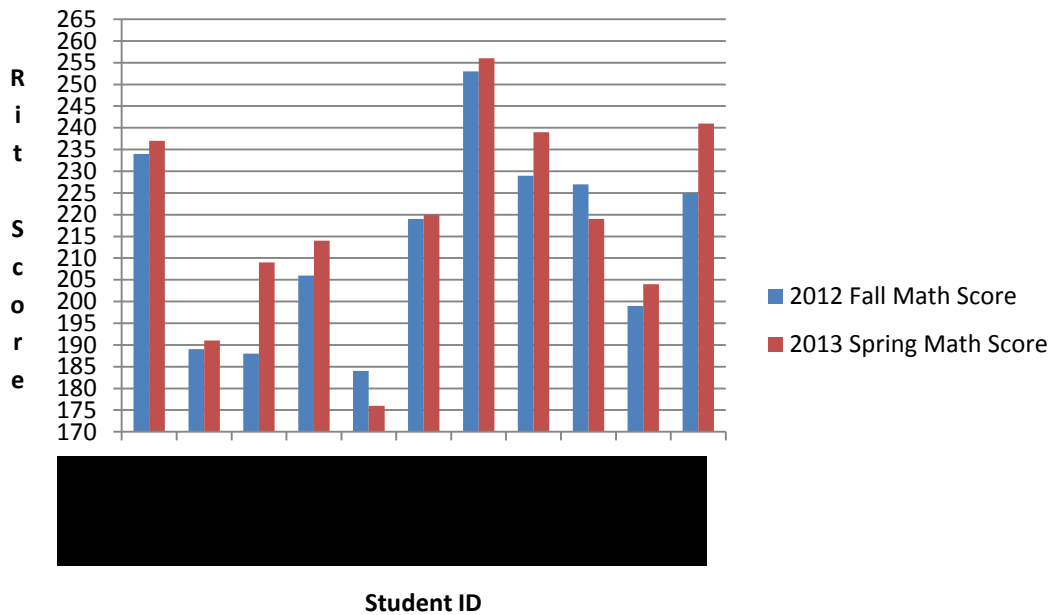
| Cohort Math   | Math Growth                                      | Percent of Cohort Demonstrating Growth | Average Grade Level Growth   |
|---|--|--|--|
| <b>8<sup>th</sup> Grade Cohort –11 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 6 of 11 students demonstrated Grade Level Growth | 55%                                    | The average growth for these 6 students was 2.8 grade levels         |
|   | 9 of 11 Students demonstrated RIT Scale Growth   | 82%                                    | The average RIT Scale Growth for these 9 students was 7.6 RIT points |

**Note: 8<sup>th</sup> Grade NWEA RIT Math Range is 230.2 to 234.5; expected yearly growth 4.3 points**

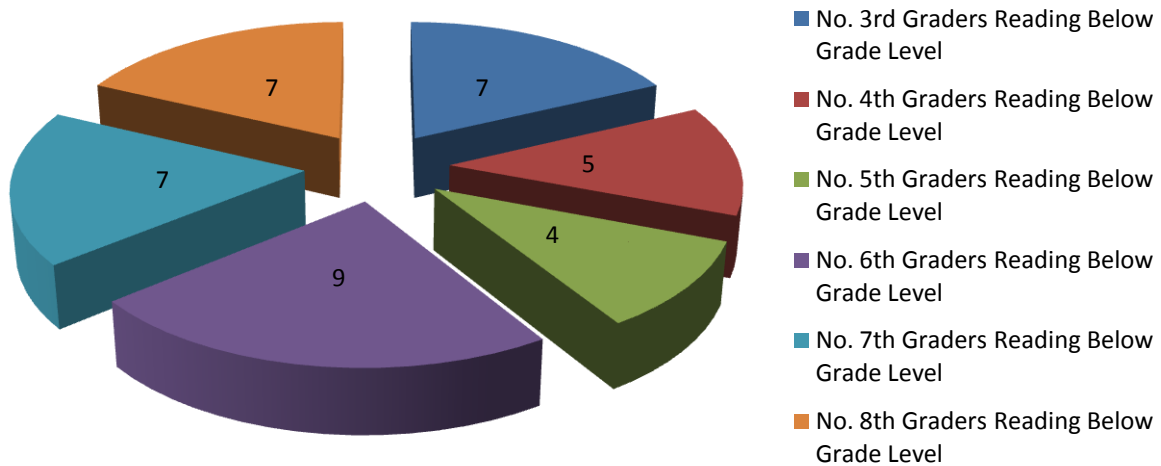
### RJBA NWEA - 8th Grade Cohort Math Grade Level Fall 2012 - Spring 2013



### RJBA NWEA - 8th Grade Cohort Math Grade Level Fall 2012 - Spring 2013



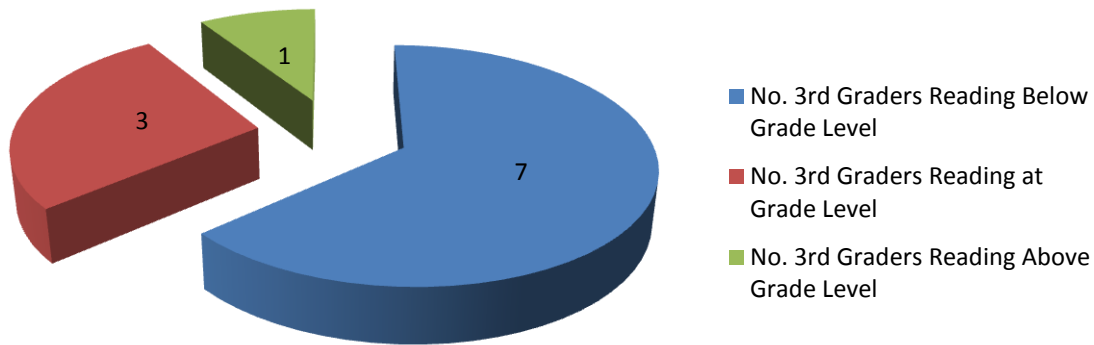
## RJBA Fall 2012 NWEA Results K3 - K8 Students Reading Below Grade Level



### Performance Statement:

**2012 Fall NWEA Short Cycle Assessment:** RJBA started the school year with 75% (39 of 52) of K3-K8 students testing below grade level in reading.

## RJBA Fall 2012 NWEA Results K3 Students Reading Grade Level

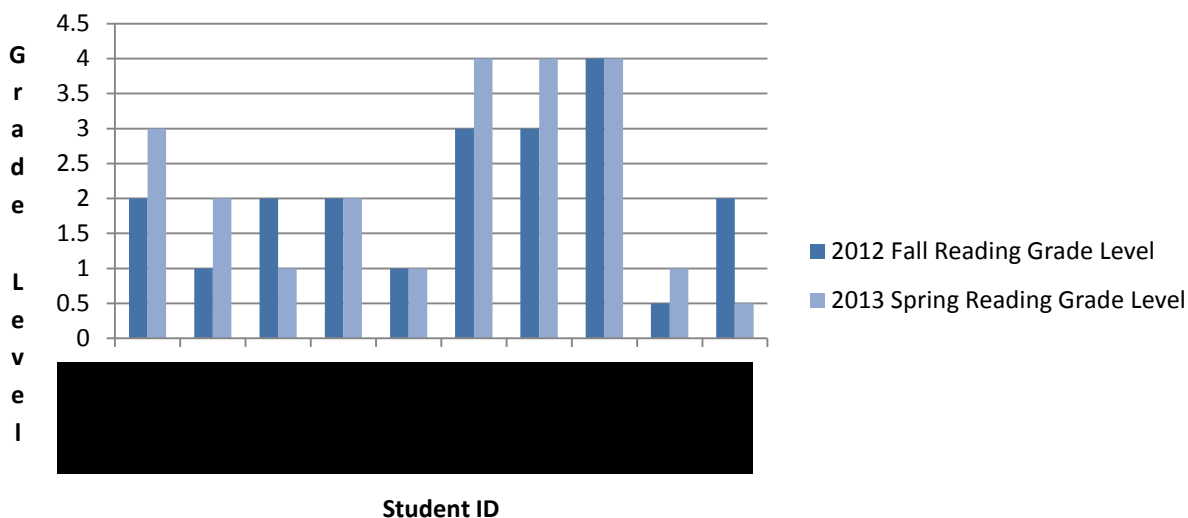


## RJBA NWEA 3<sup>rd</sup> Grade Cohort Reading Data Test Cycle Fall 2012 to Spring 2013

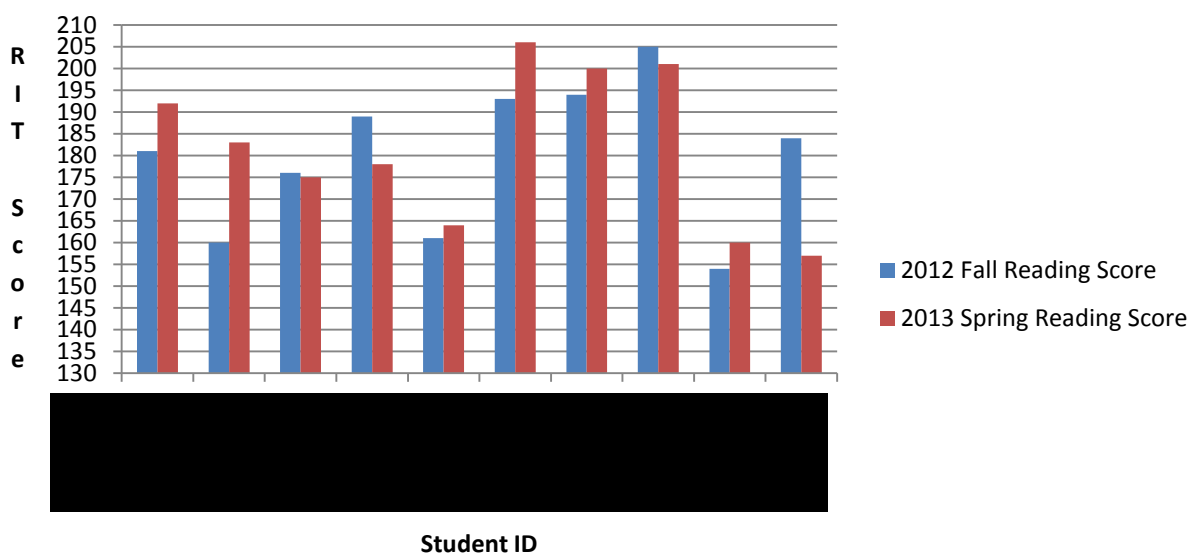
| Cohort Reading   | Reading Growth/Decline                           | Percent of Cohort Demonstrating Growth | Average Grade Level Growth  |
|--|--|--|---|
| <b>3<sup>rd</sup> Grade Cohort – 10 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 4 of 10 students demonstrated Grade Level Growth | 40%                                    | The average growth for these 4 students was 1.0 grade levels          |
|  | 6 of 10 Students demonstrated RIT Scale Growth   | 60%                                    | The average RIT Scale Growth for these 6 students was 10.3 RIT points |

**Note:** 3<sup>rd</sup> Grade NWEA RIT Reading Range is 189.9 to 199.2; expected yearly growth 9.3 points

### RJBA NWEA - 3rd Grade Cohort Reading Grade Level Fall 2012 to Spring 2013

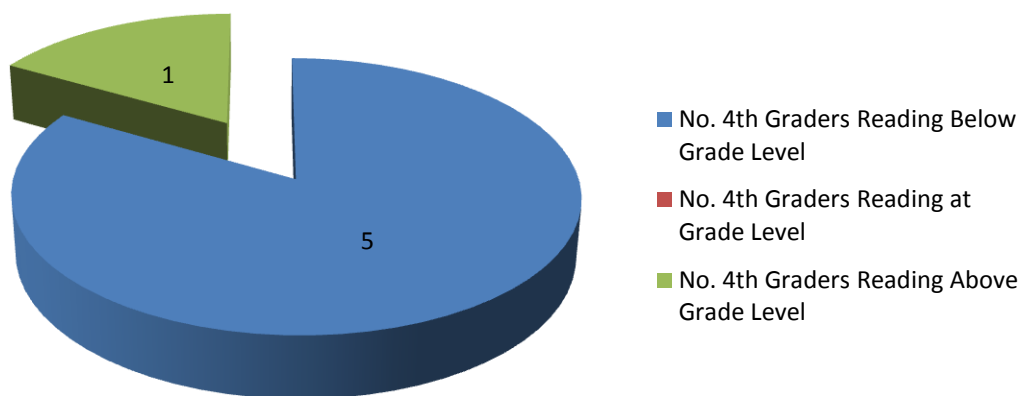


### RJBA NWEA - 3rd Grade Cohort Reading RIT Score Fall 2012 to Spring 2013





## RJBA Fall 2012 NWEA Results K4 Students Reading Grade Level

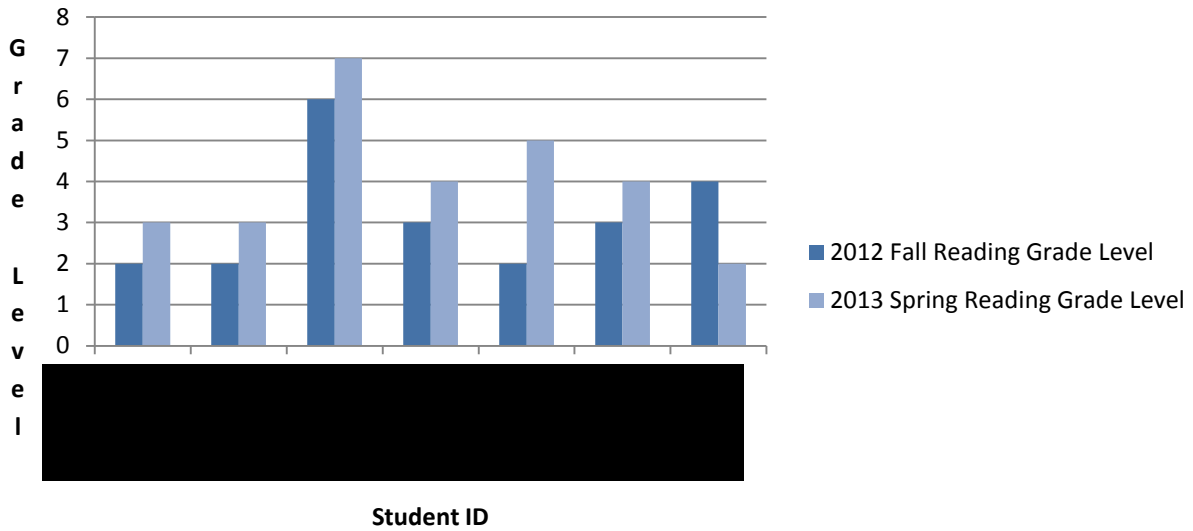


## RJBA NWEA 4<sup>th</sup> Grade Cohort Reading Data Test Cycle Fall 2012 to Spring 2013

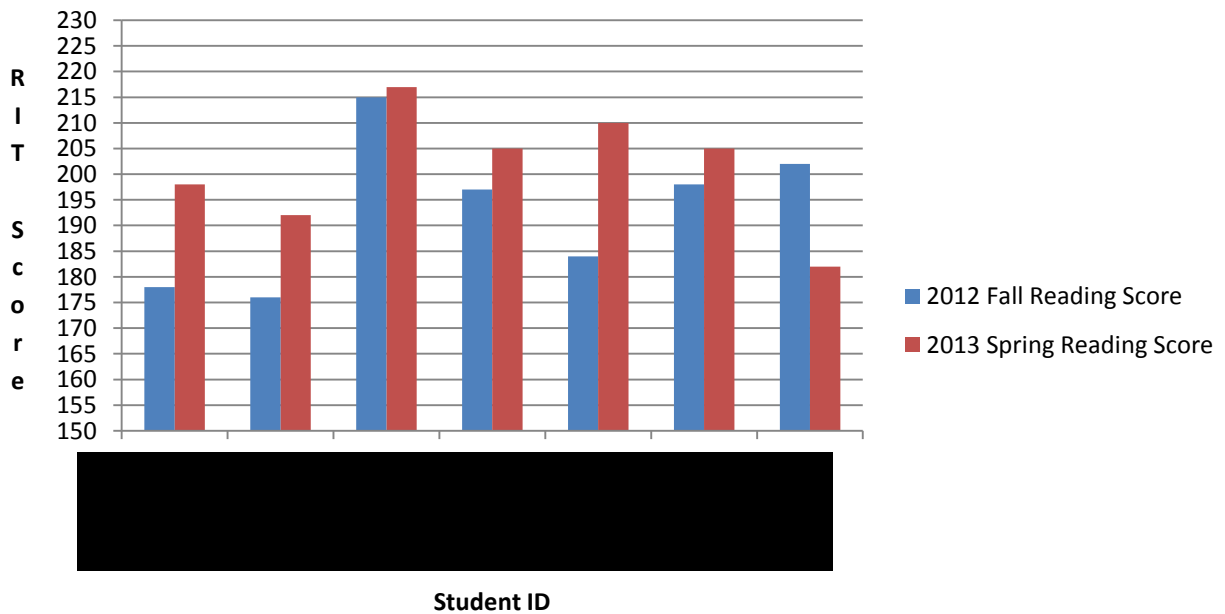
| Cohort Reading  | Reading Growth/Decline                          | Percent of Cohort Demonstrating Growth | Average Grade Level Growth  |
|---|---|--|---|
| <b>4<sup>th</sup> Grade Cohort – 7 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 6 of 7 students demonstrated Grade Level Growth | 86%                                    | The average growth for these 6 students was 1.3 grade levels          |
|   | 6 of 7 Students demonstrated RIT Scale Growth   | 86%                                    | The average RIT Scale Growth for these 6 students was 13.1 RIT points |

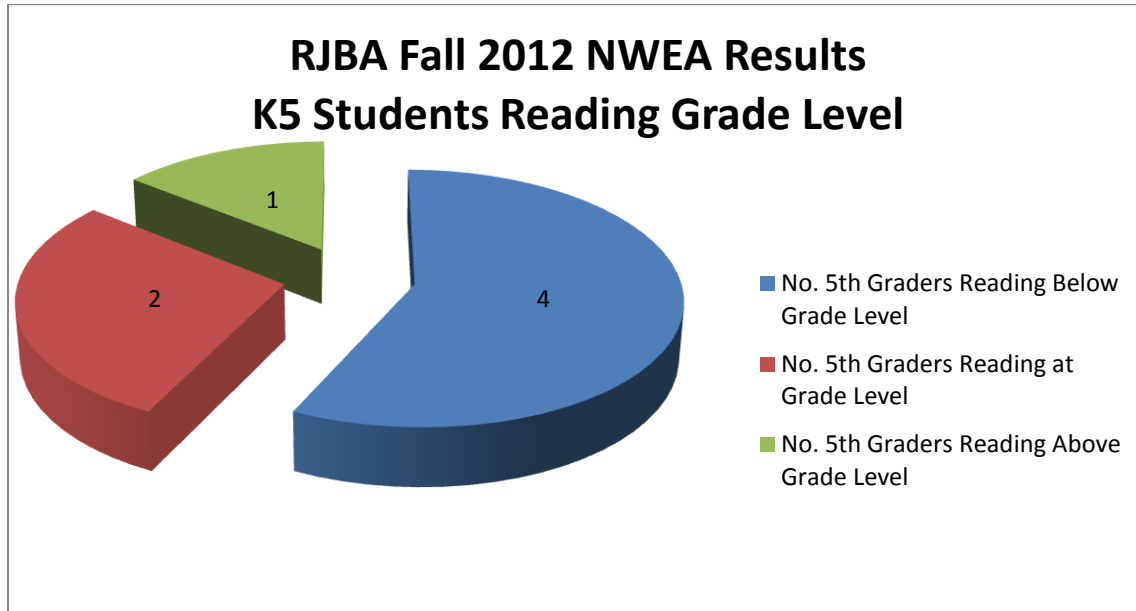
**Note:** 4<sup>th</sup> Grade NWEA RIT Reading Range is 199.8 to 206.7; expected yearly growth 6.9 points

### RJBA NWEA - 4th Grade Cohort Reading Grade Level Fall 2012 to Spring 2013



### RJBA NWEA - 4th Grade Cohort Reading RIT Score Fall 2012 to Spring 2013



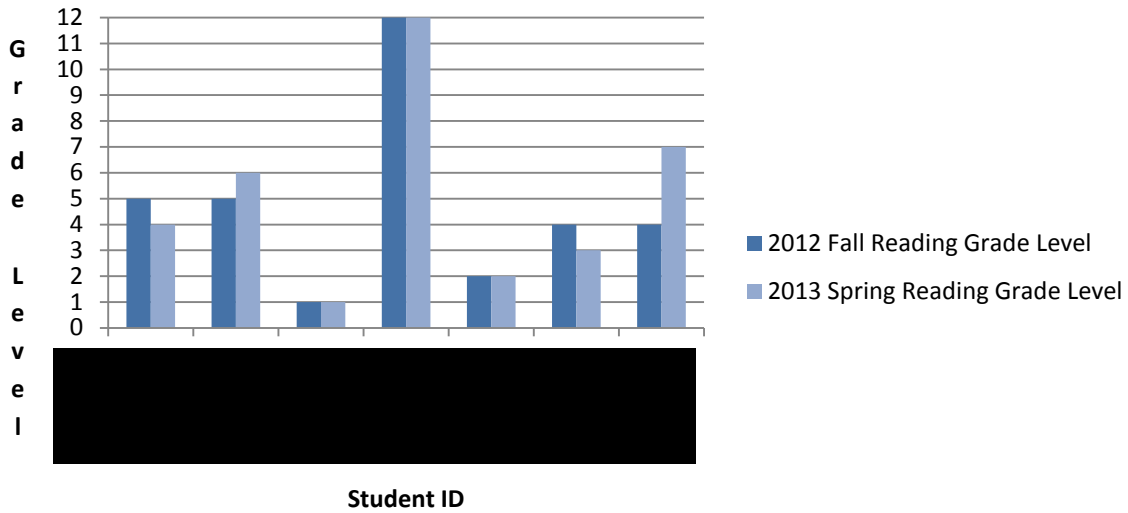


**RJBA NWEA 5<sup>th</sup> Grade Cohort Reading Data**  
**Test Cycle Fall 2012 to Spring 2013**

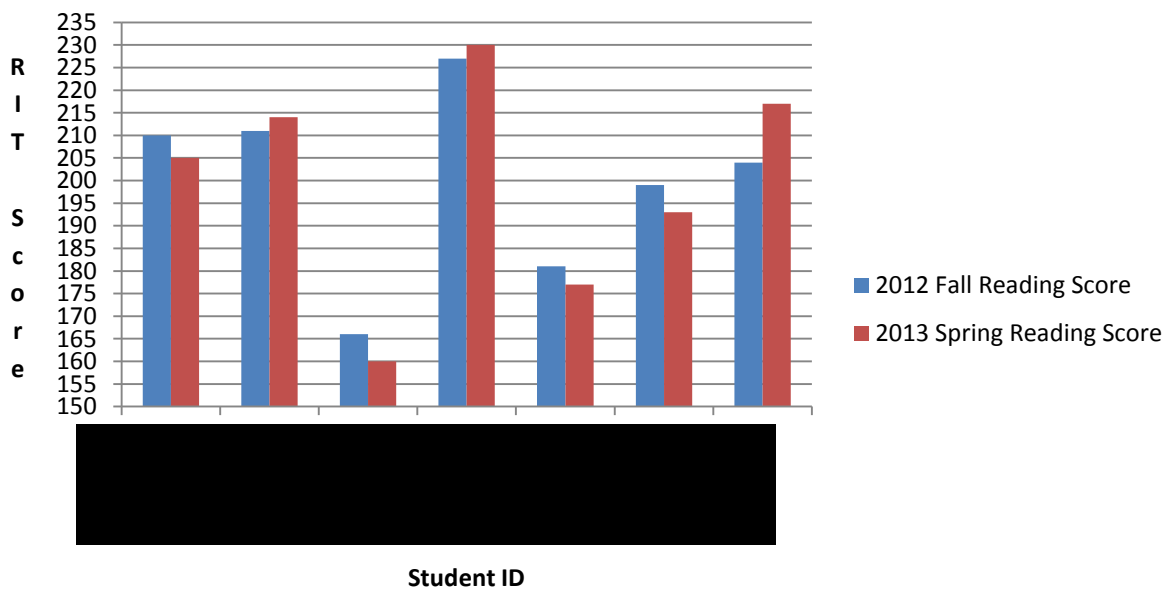
| Cohort Reading  | Reading Growth/Decline                          | Percent of Cohort Demonstrating Growth | Average Grade Level Growth   |
|---|---|--|--|
| <b>5<sup>th</sup> Grade Cohort – 7 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 2 of 7 students demonstrated Grade Level Growth | 29%                                    | The average growth for these 2 students was 2.0 grade levels         |
|   | 3 of 7 Students demonstrated RIT Scale Growth   | 43%                                    | The average RIT Scale Growth for these 3 students was 6.3 RIT points |

**Note:** 5<sup>th</sup> Grade NWEA RIT Reading Range is 207.1 to 212.3; expected yearly growth 5.2 points

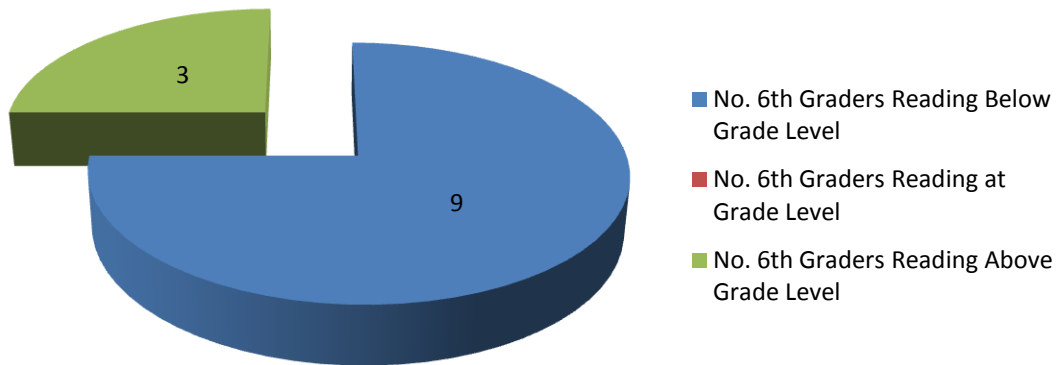
**RJBA NWEA - 5th Grade Cohort Reading Grade Level  
Fall 2012 to Spring 2013**



**RJBA NWEA - 5th Grade Cohort Reading RIT Score  
Fall 2012 to Spring 2013**



## RJBA Fall 2012 NWEA Results K6 Students Reading Grade Level

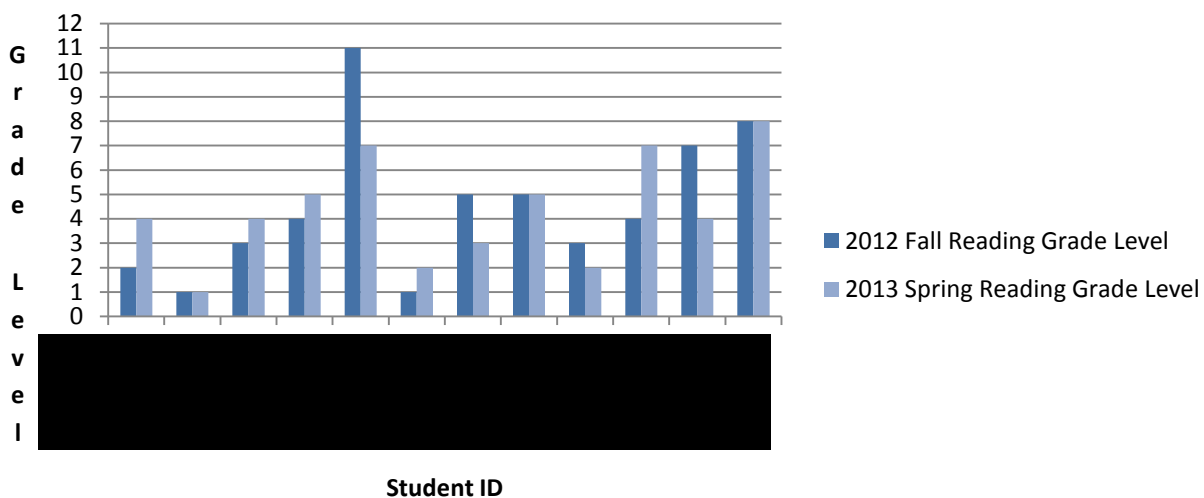


## RJBA NWEA 6<sup>th</sup> Grade Cohort Reading Data Test Cycle Fall 2012 to Spring 2013

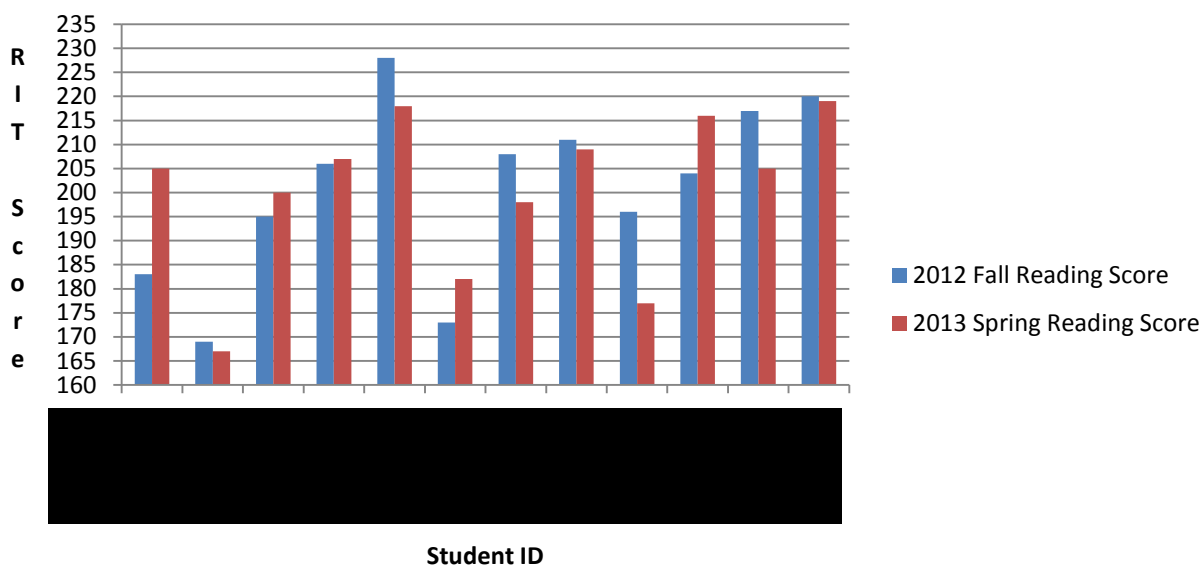
| Cohort Reading   | Reading Growth/Decline                           | Percent of Cohort Demonstrating Growth | Average Grade Level Growth   |
|--|--|--|--|
| <b>6<sup>th</sup> Grade Cohort – 12 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 5 of 12 students demonstrated Grade Level Growth | 42%                                    | The average growth for these 5 students was 1.6 grade levels         |
|  | 5 of 12 Students demonstrated RIT Scale Growth   | 42%                                    | The average RIT Scale Growth for these 5 students was 9.8 RIT points |

**Note:** 6<sup>th</sup> Grade NWEA RIT Reading Range is 212.3 to 216.4; expected yearly growth 4.1 points

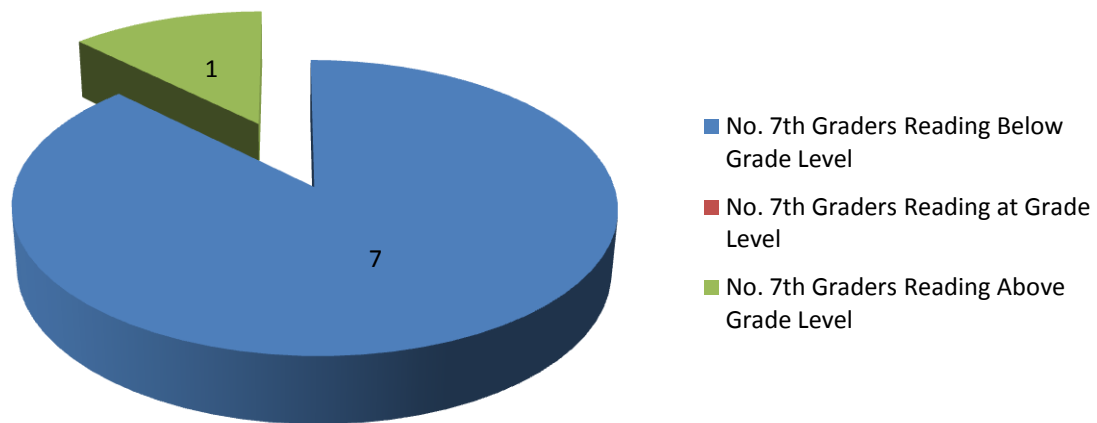
### RJBA NWEA - 6th Grade Cohort Reading Grade Level Fall 2012 to Spring 2013



### RJBA NWEA - 6th Grade Cohort Reading RIT Score Fall 2012 to Spring 2013



## RJBA Fall 2012 NWEA Results K7 Students Reading Grade Level

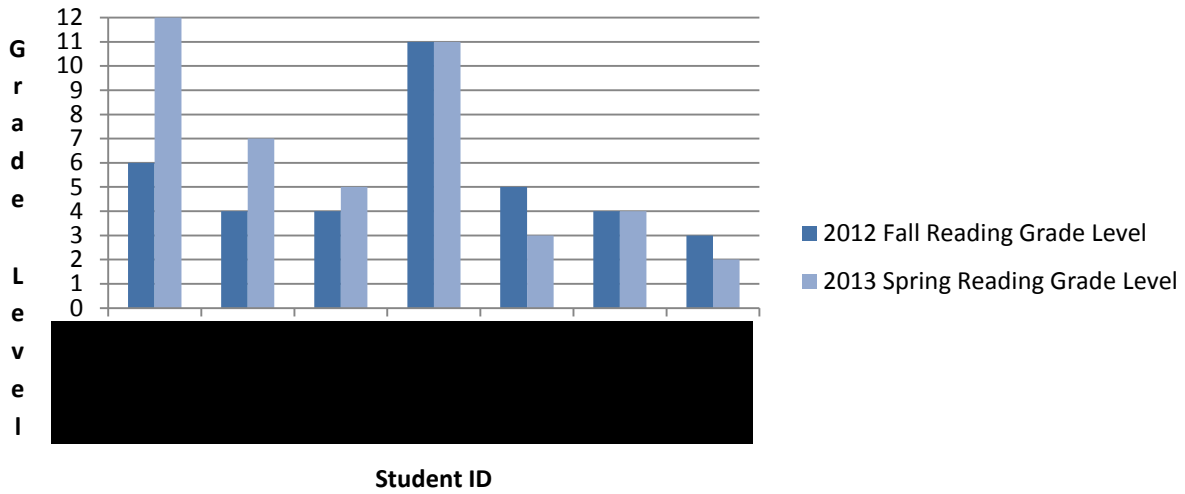


## RJBA NWEA 7<sup>th</sup> Grade Cohort Reading Data Test Cycle Fall 2012 to Spring 2013

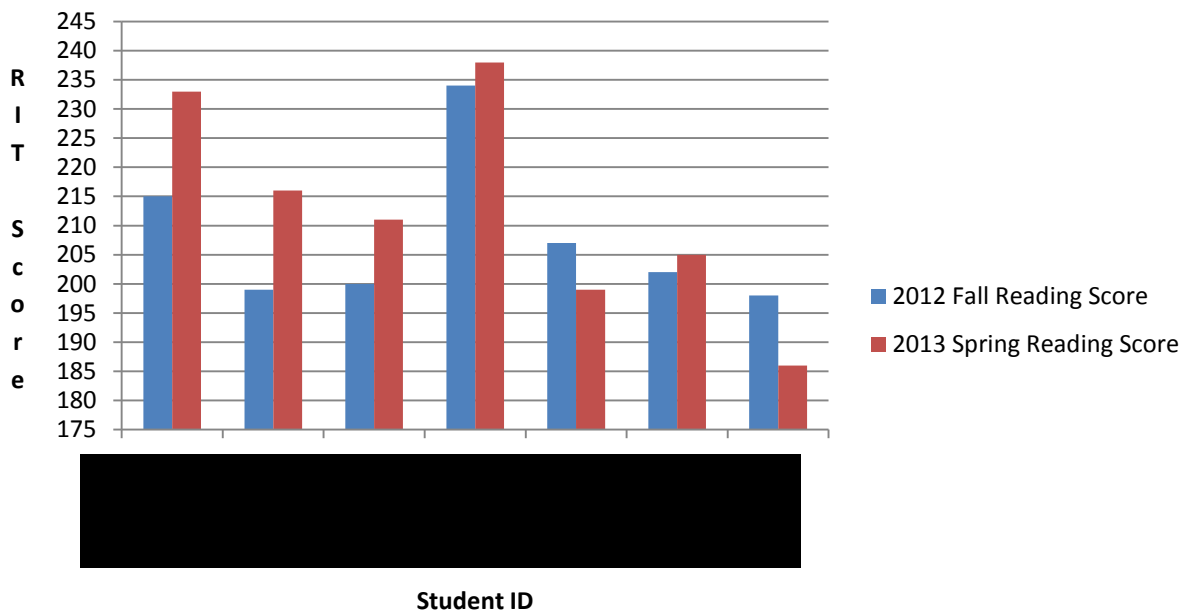
| Cohort Reading  | Reading Growth/Decline                          | Percent of Cohort Demonstrating Growth | Average Grade Level Growth  |
|---|---|--|---|
| <b>7<sup>th</sup> Grade Cohort – 7 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 3 of 7 students demonstrated Grade Level Growth | 43%                                    | The average growth for these 3 students was 3.3 grade levels          |
|   | 5 of 7 Students demonstrated RIT Scale Growth   | 71%                                    | The average RIT Scale Growth for these 5 students was 10.6 RIT points |

**Note:** 7<sup>th</sup> Grade NWEA RIT Reading Range is 216.3 to 219.7; expected yearly growth 3.4 points

### RJBA NWEA - 7th Grade Cohort Reading Grade Level Fall 2012 to Spring 2013

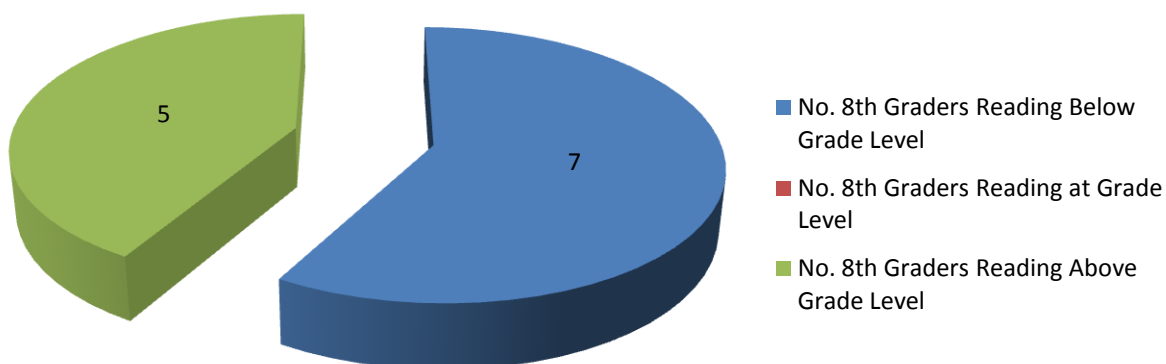


### RJBA NWEA - 7th Grade Cohort Reading RIT Score Fall 2012 to Spring 2013





## RJBA Fall 2012 NWEA Results K8 Students Reading Grade Level

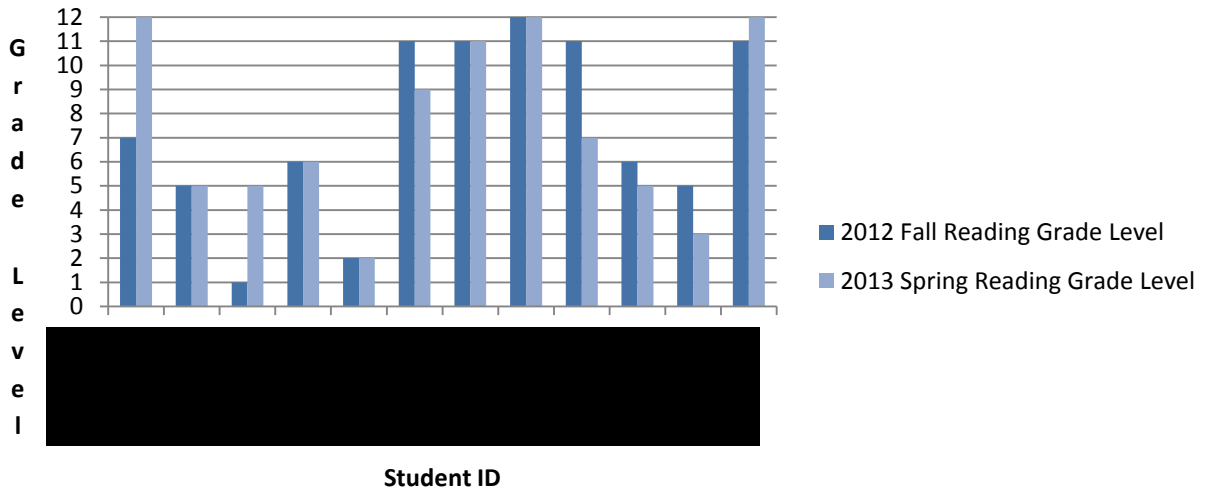


## RJBA NWEA 8<sup>th</sup> Grade Cohort Reading Data Test Cycle Fall 2012 to Spring 2013

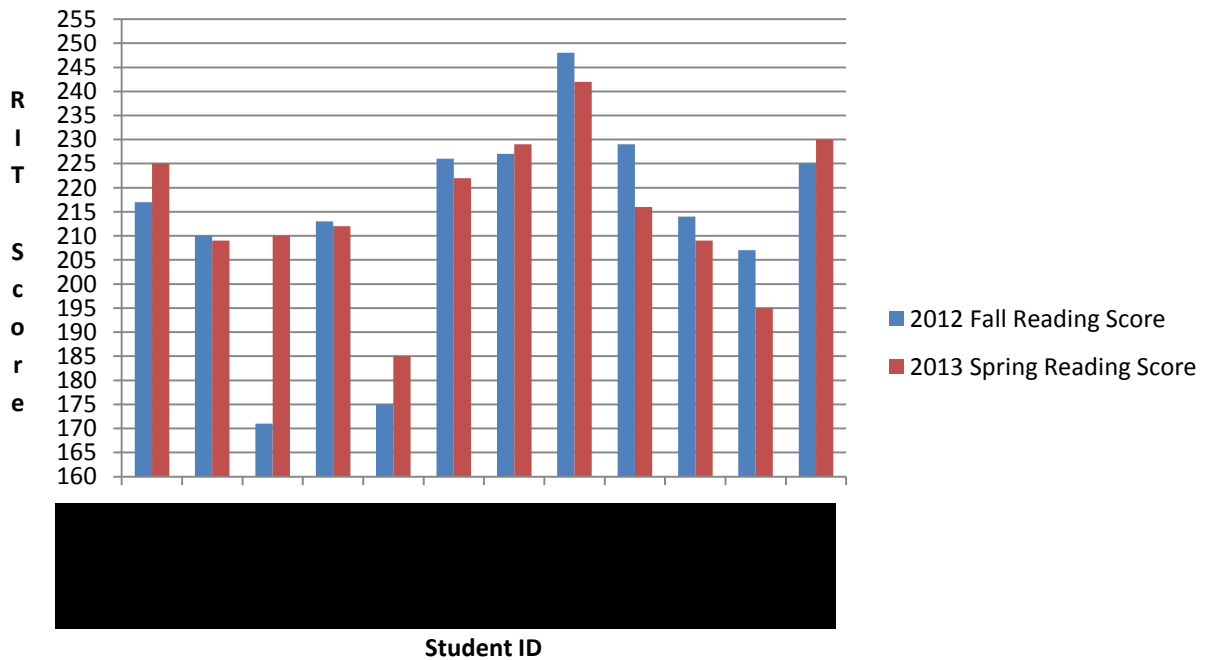
| Cohort Reading   | Reading Growth/Decline                           | Percent of Cohort Demonstrating Growth | Average Grade Level Growth  |
|--|--|--|---|
| <b>8<sup>th</sup> Grade Cohort – 12 Students</b><br><br><b>Note:</b> Cohort is defined as <i>“students who took the Fall and Spring Short Cycle Assessments”</i> | 3 of 12 students demonstrated Grade Level Growth | 25%                                    | The average growth for these 3 students was 3.3 grade levels          |
|  | 5 of 12 Students demonstrated RIT Scale Growth   | 42%                                    | The average RIT Scale Growth for these 5 students was 12.8 RIT points |

**Note:** 8<sup>th</sup> Grade NWEA RIT Reading Range is 219.3 to 222.4; expected yearly growth 3.1 points

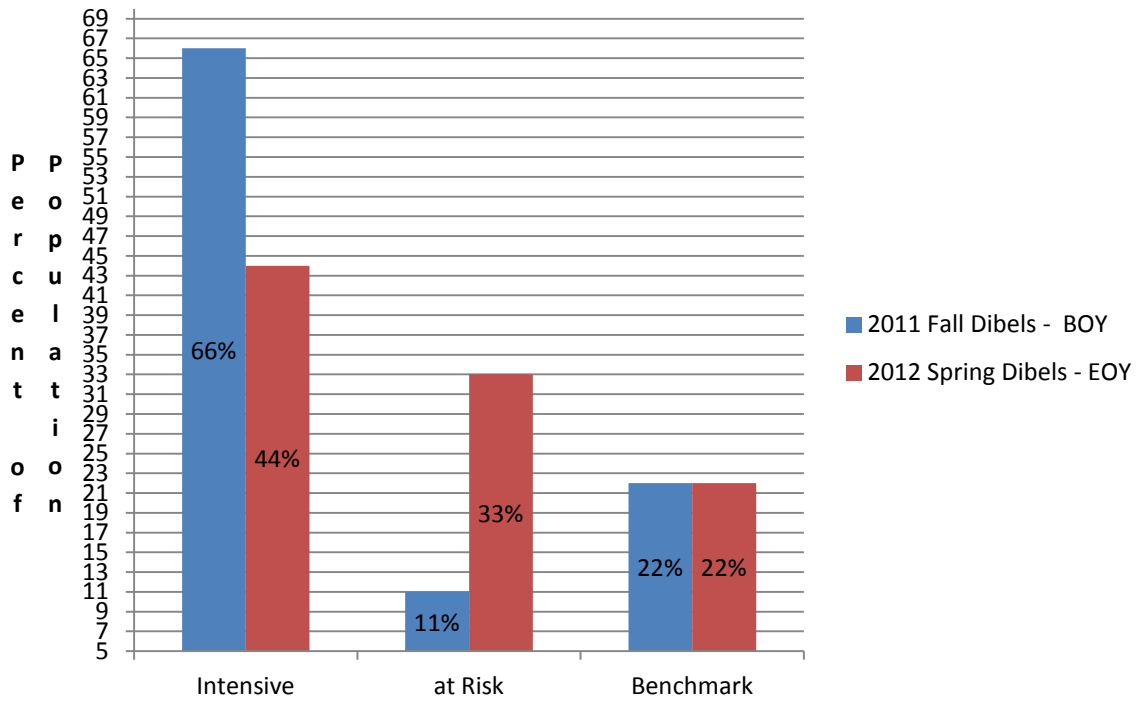
### RJBA NWEA - 8th Grade Cohort Reading Grade Level Fall 2012 to Spring 2013



### RJBA NWEA - 8th Grade Cohort Reading RIT Score Fall 2012 to Spring 2013

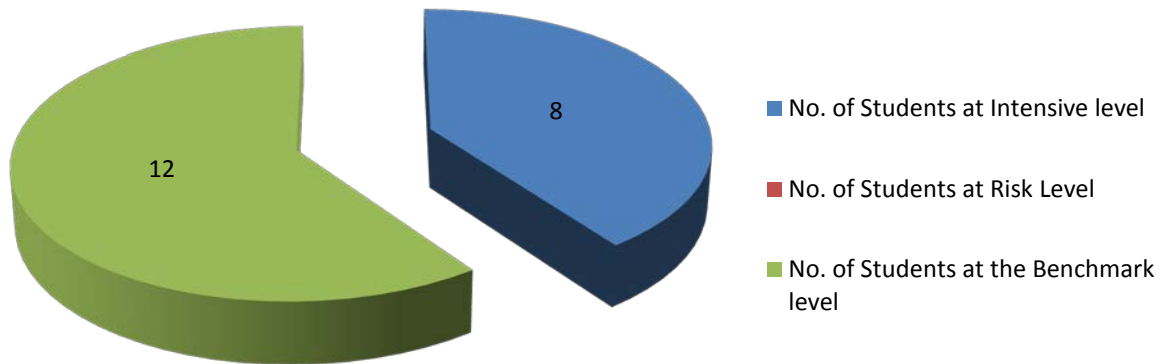


## RJBA Dibels Growth Fall 2011 to Spring 2012



**Performance Statement:** This graph demonstrates that 22% of the students in “Intensive” moved to “At Risk” from the beginning of the year assessment to the end of year assessment. The 22% (2 students) who were at benchmark continued to achieve the required standards throughout the year. This information is indicative of the students’ entry at a low proficiency level (-2 or more years).

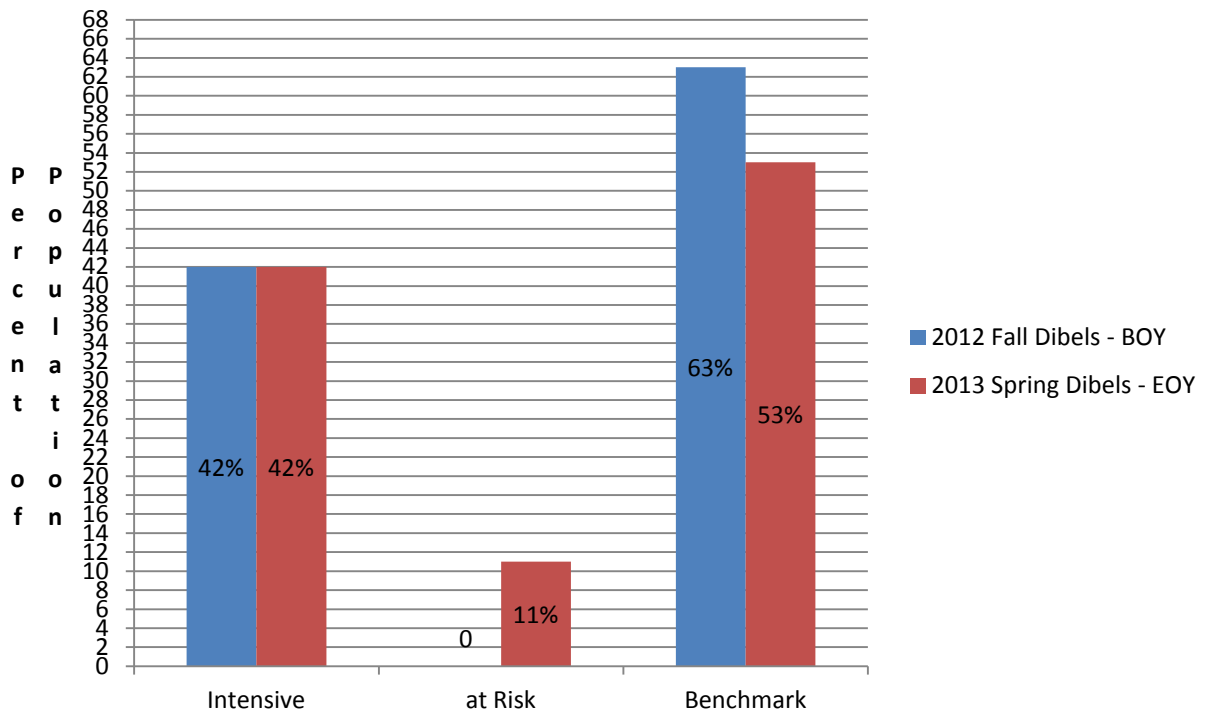
### RJBA 2012 K1-3 Fall Dibels Scores



#### Performance Statement:

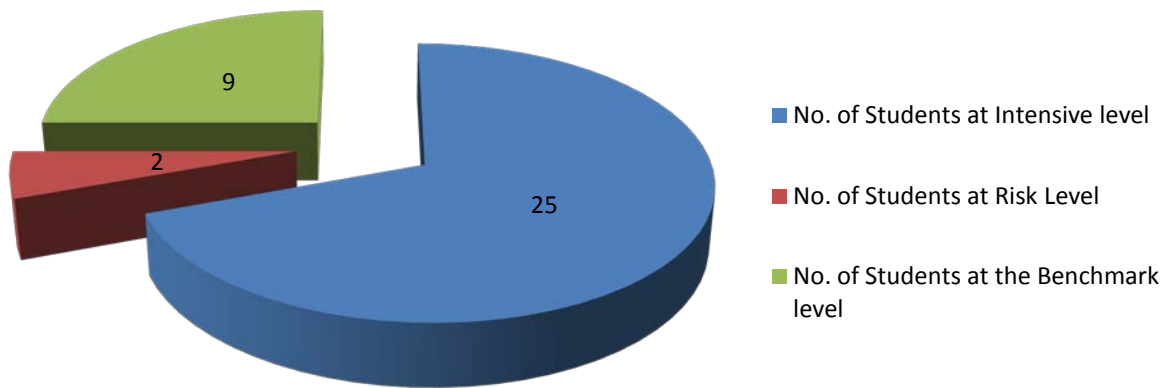
**RJBA started the 2012 school year with 40% (8 of 20) K-3 students scoring at the Intensive Level**

## RJBA Dibels Growth Fall 2012 to Spring 2013



**Performance Statement:** This group of students includes two students who were fluent at the beginning stages of English Language Reading (letters, and words) but were not able to master the skills needed to be fluent oral readers of English. This data is limited because the test was changed in the middle of the year to match the requirements from PED to use Dibels Next rather than Dibels 6<sup>th</sup> Edition which had been used previously.

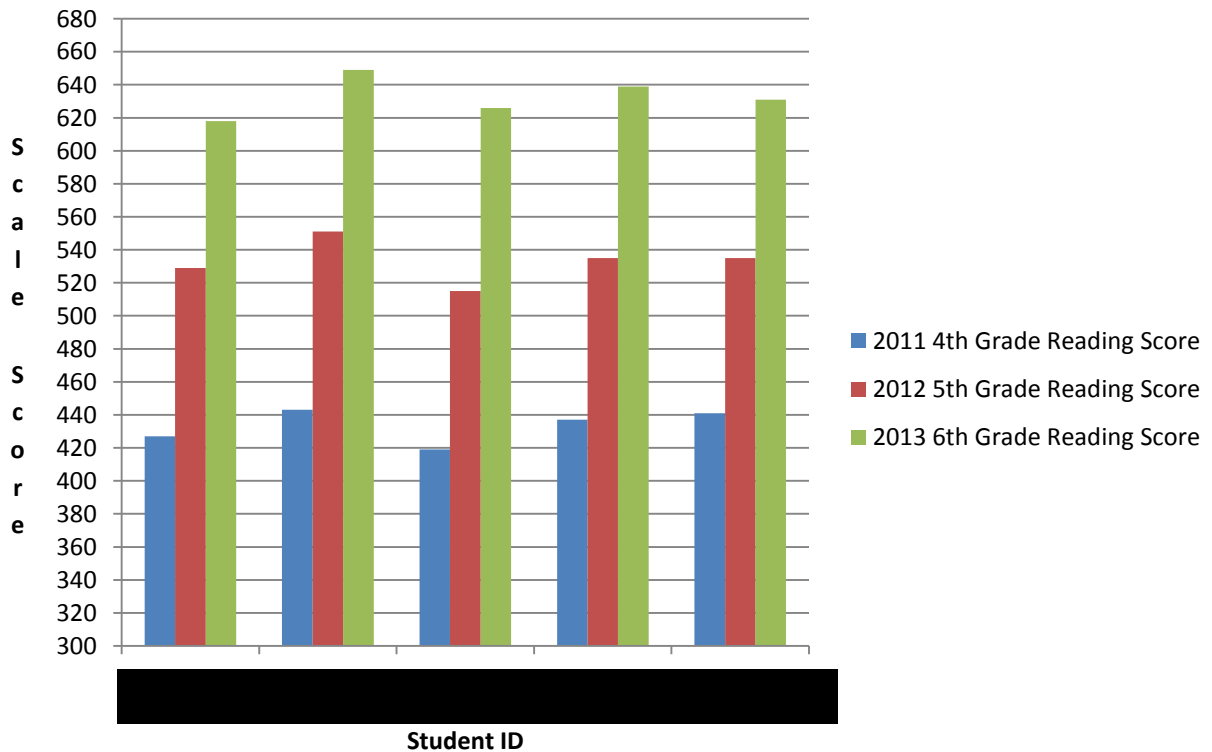
## 2013 RJBA Fall K-K3 Dibels Scores



### Performance Statement:

**RJBA started the 2013 school year with 69% (25 of 36) K-3 students at the Intensive Level**

## RJBA NMSBA Reading Cohort Data (Students Enrolled in 4th Grade - Starting 2011) School Years 2011-2013

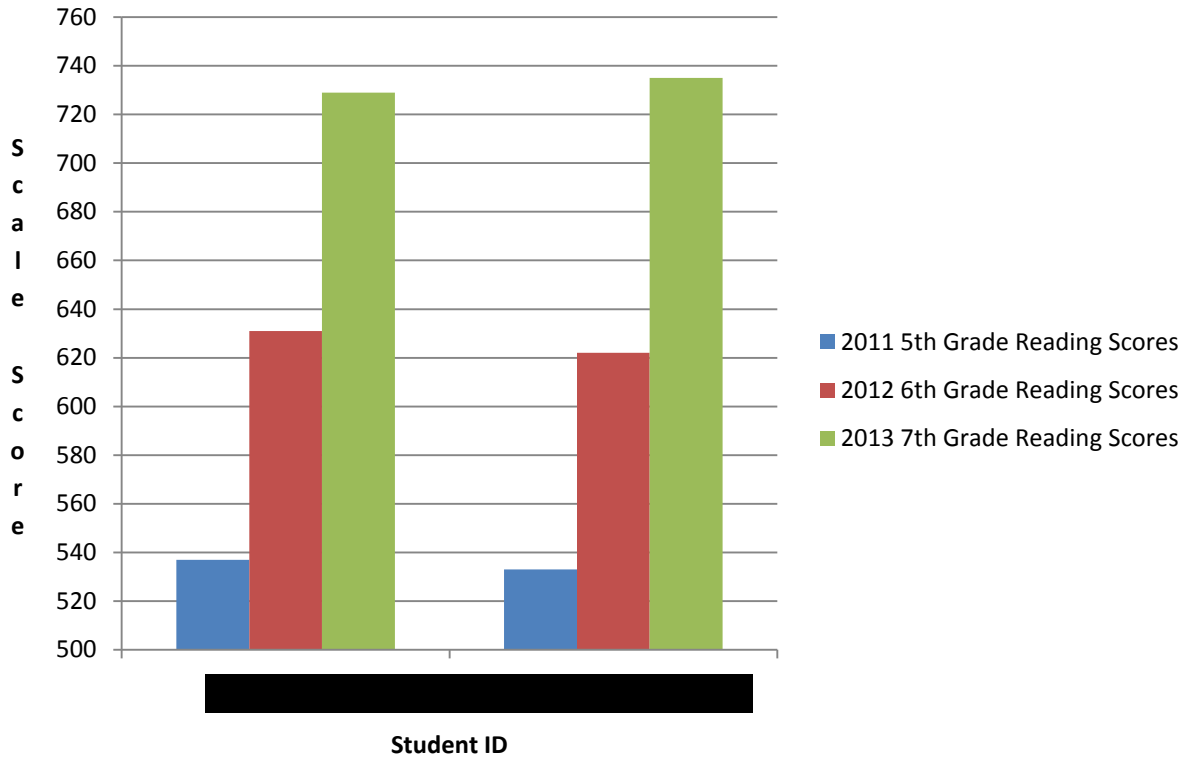


**2011- 4<sup>th</sup> Grade Reading Proficient Range: 440-480**

**2012 - 5<sup>th</sup> Grade Reading Proficient Range: 540-580**

**2013 - 6<sup>th</sup> Grade Reading Proficient Range: 640-680**

### **RJBA NMSBA Reading Cohort Data** **(Students Enrolled in 5th Grade - Starting 2011)** **School Years 2011-2013**



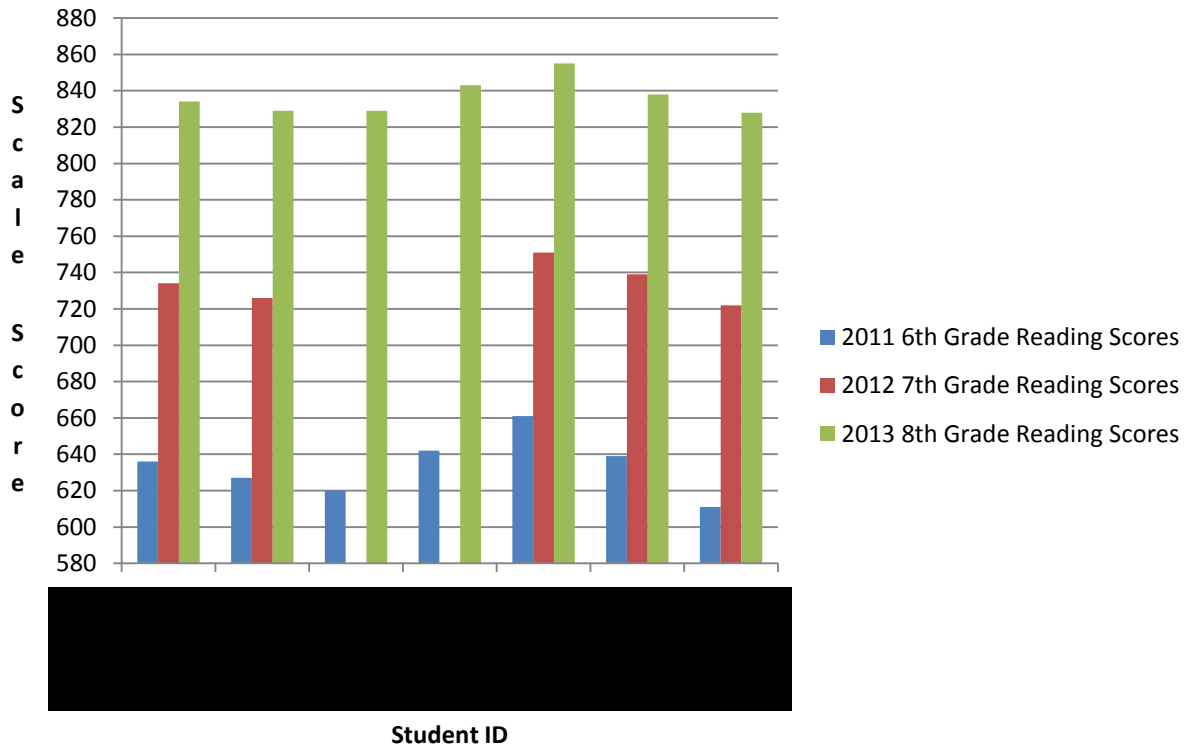
**2011 - 5<sup>th</sup> Grade Reading Proficient Range: 540-580**

**2012 - 6<sup>th</sup> Grade Reading Proficient Range: 640-680**

**2013 - 7<sup>th</sup> Grade Reading Proficient Range: 740-780**



## RJBA NMSBA Reading Cohort Data (Students Enrolled in 6th Grade - Starting 2011) School Years 2011-2013

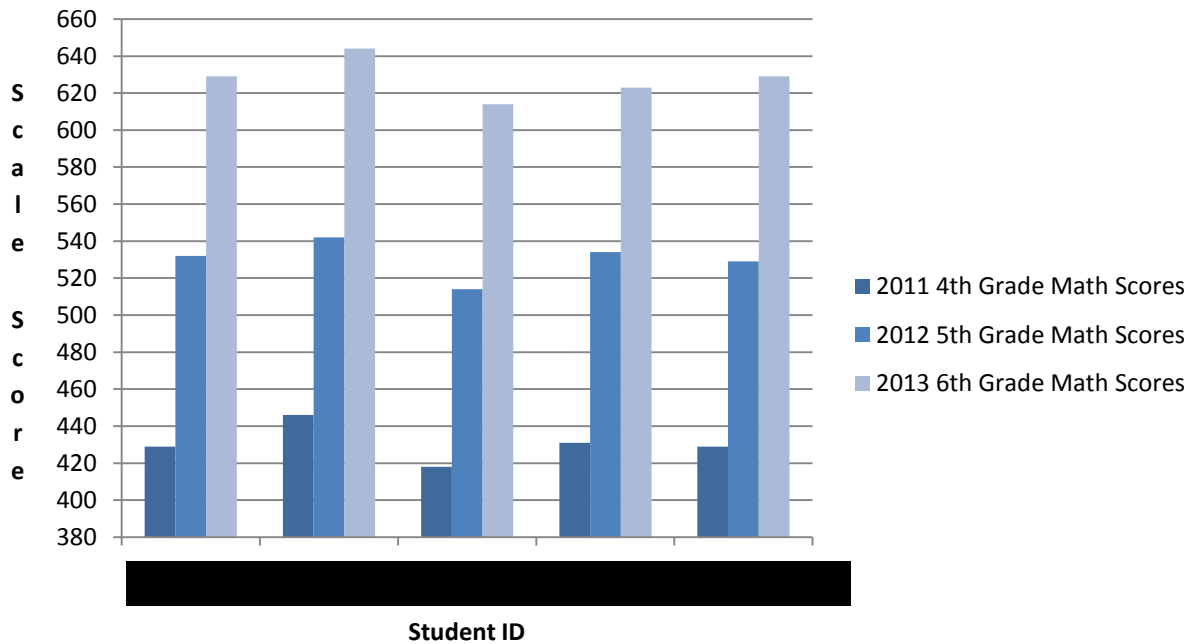


**2011- 6<sup>th</sup> Grade Reading Proficient Range: 640-680**

**2012 - 7<sup>th</sup> Grade Reading Proficient Range: 740-780**

**2013 - 8<sup>th</sup> Grade Reading Proficient Range: 840-880**

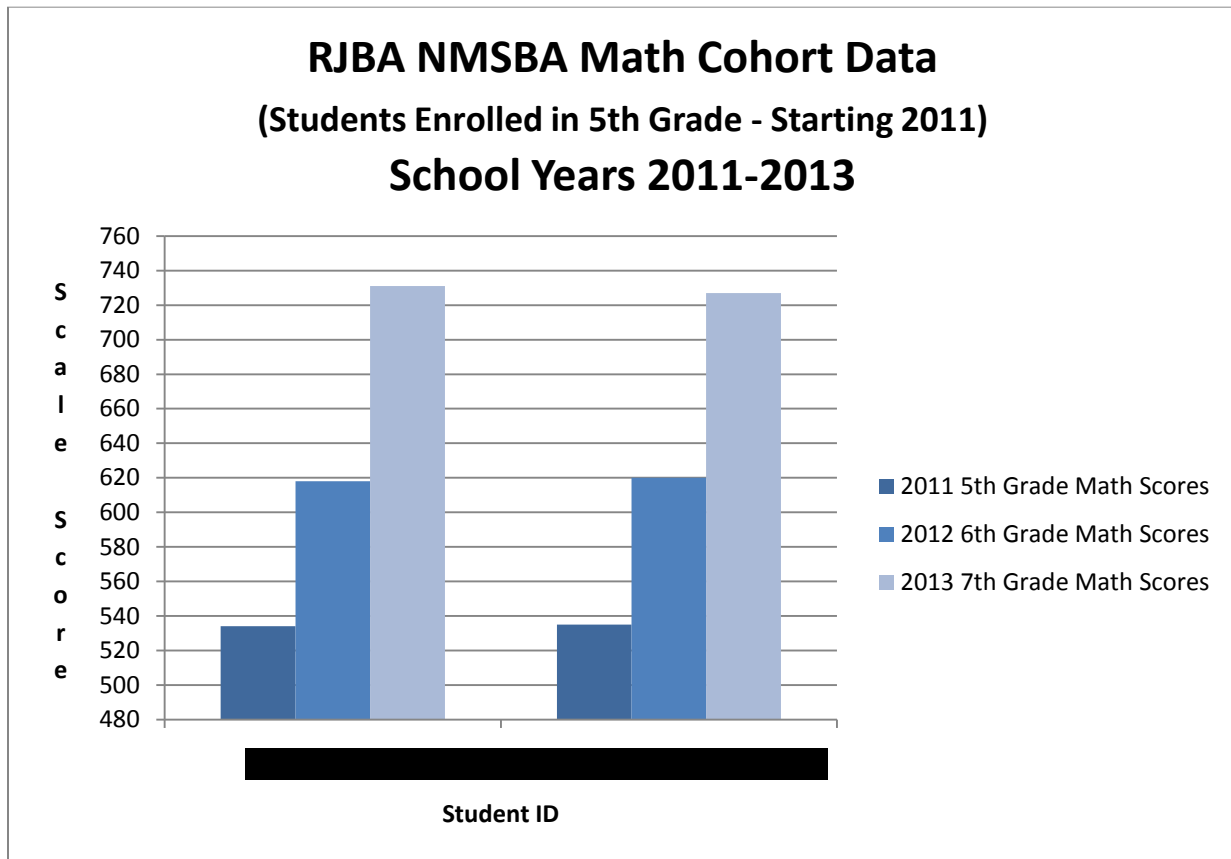
## RJBA NMSBA Math Cohort Data (Students Enrolled in 4th Grade - Starting 2011) School Years 2011-2013



**2011- 4<sup>th</sup> Grade Math Proficient Range: 440-480**

**2012 - 5<sup>th</sup> Grade Math Proficient Range: 540-580**

**2013 - 6<sup>th</sup> Grade Math Proficient Range: 640-680**



**2011- 5<sup>th</sup> Grade Math Proficient Range: 540-580**

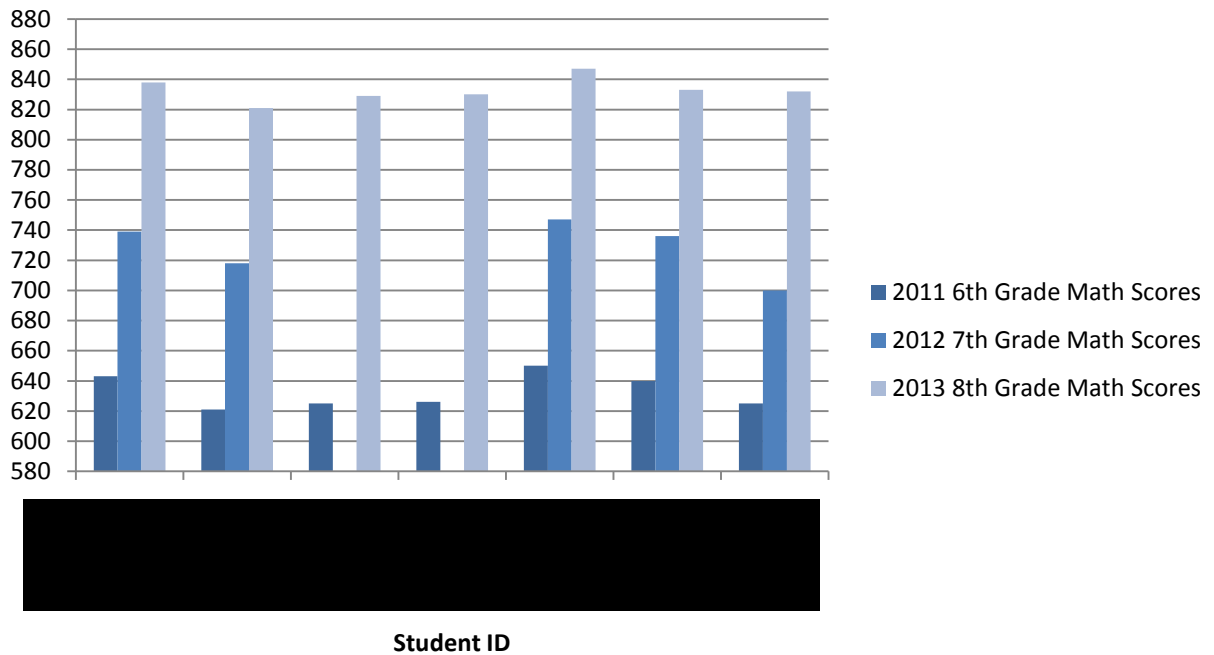
**2012 - 6<sup>th</sup> Grade Math Proficient Range: 640-680**

**2013 - 7<sup>th</sup> Grade Math Proficient Range: 740-780**

## RJBA NMSBA Math Cohort Data

(Students Enrolled in 6th Grade - Starting 2011)

### School Years 2011-2013



**2011- 6<sup>th</sup> Grade Math Proficient Range: 640-680**

**2012 - 7<sup>th</sup> Grade Math Proficient Range: 740-780**

**2013 - 8<sup>th</sup> Grade Math Proficient Range: 840-880**

# Ralph J. Bunche Academy

## By-laws of the Governing Council

[BY - LAWS]

The standing rules governing the regulation of the Ralph J Bunche Academy Charter School's internal affairs.



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## **Article I. Name, Location and Fiscal Year**

**Section 1.01 Name.** The name of the organization is Ralph J. Bunche Academy Charter School (hereinafter referred to as “RJBA”).

**Section 1.02 Location.** The offices of RJBA shall be located at 230 Truman St. NE, Albuquerque, NM 87108, until such time as an educational facility is secured to better meet the needs of the school.

**Section 1.03 Fiscal Year.** The fiscal year of RJBA shall coincide with the New Mexico Public Education Department (the “PED”).

## **Article II. Purpose, Legal Authority and Governance Policy**

**Section 2.01 Purpose.** In addition to the specific and general purposes of the organization described herein, the purposes of the by-laws shall include, without limitation entering into a charter performance contract (the “Charter Contract”) with PED, as authorized by the New Mexico Public Education Commission (the “PEC”), operating a school, fundraising therefore, and doing all things necessary or convenient to accomplish all or any of the foregoing. The Governing Council will use the charter to provide the overarching direction for the school. The Governing Council and the Head Administrator will work jointly to determine the strategic direction of the school throughout its renewal.

**Section 2.02 Legal Authority.** The legal authority of the Governing Council is derived from its own charter, the laws governing public schools and PED as found in §22.5.1, et seq., N.M.S.A. 1978 (as amended) and the New Mexico Charter Schools Act, §22-8B-1, et seq., N.M.S.A. 1978 (as amended). The Governing Council will conduct all RJBA business in accordance with the Open Meetings Act (§10-15-1, et seq., N.M.S.A. 1978 (as amended), and maintain and make available records in accordance with the Freedom in Information Act and the New Mexico Inspection of Public Records Act (§14-2-1, et seq., N.M.S.A. 1978 (as amended). It is subject to all pertinent federal and state statutes as well as its rules and regulations.

**Section 2.03 Governance Policy.** **RJBA believes input from administrators, parents, teachers, staff members, students and community members will be the greatest asset in successfully governing RJBA. RJBA will provide mechanisms for all voices to be heard. Knowledge of and participation in school governance is a cornerstone of educational involvement.**

## **Article III. Governing Council Policies and Procedures**

### **Section 3.01 Powers and Duties**

3.01.01 Review, approve and support the school's goals and objective;

- 3.01.02 Recruit, employ and evaluate the Head Administrator;
- 3.01.03 Develop a planned program of training annually, as required by law, in which each member of the Governing Council participates, to assist in the performance of specified duties;
- 3.01.04 Delegate administrative and supervisory functions to the charter school administrator;
- 3.01.05 Refrain from involvement in the delegated day-to-day administrative functions;
- 3.01.06 Review and approve school policies on an annual basis and revise as needed;
- 3.01.07 Ensure the alignment of school curricula with the Common Core State Standards and New Mexico State Standards with benchmarks and performance standards;
- 3.01.08 Ensure that school funds are appropriately managed and disbursed in accordance with laws, regulations and terms of grants;
- 3.01.09 Approve the annual school budget;
- 3.01.10 Be responsible for oversight of revenue and expenditures within the school budget;
- 3.01.11 Make application to the authorizer of the Public school Outlay Governing Council for capital outlay funds;
- 3.01.12 Amend the by-laws from time to time consistent with the school's function in accordance with the New Mexico charter school Act and;
- 3.01.13 Resolve any dispute, which may arise between the charter school and its authorizer and /or the Public Education Department to the mutual benefit of the operation of the charter school and its authorizer.
- 3.01.14 In addition, the Governing Council shall have the following powers, pursuant to §22-5-4 N.M.S.A. (1978), as amended:
- a. Subject to the rules of the department, develop educational policies for the school
  - b. Employ a Head Administrator for the school and fix the Head Administrator's salary;
  - c. Review and approve the annual school budget;
  - d. Acquire, lease and dispose of property;
  - e. Have the capacity to sue and be sued;
  - f. Provide for the repair of and maintain all property belonging to the school;

- g. For good cause and upon order of the district court, subpoena witnesses and documents in connection with a hearing concerning any powers or duties of the Governing Council;
- h. Except for expenditures for salaries, contract for the expenditure of money according to the provisions of the Procurement Code [13-1-28 NMSA 1978];
- i. Adopt rules pertaining to the administration of all powers or duties of the Governing Council;
- j. Accept or reject any charitable gift, grant, device or bequest. The particular gift, grant, device or bequest accepted shall be considered an asset of the school; and,
- k. Approve amendments to the charter prior to submitting them to authorizer.

3.01.15 In addition to the Powers and Duties as a Whole, immediately above, Governing Council members will abide by the following general responsibilities, guidelines and restrictions:

- a. Each Governing Council member will spend time observing and participating in school activities to ensure a strong relationship with the school, with approval of the Head Administrator;
- b. No Governing Council member shall have the power to act in the name of the Governing Council outside Governing Council meetings;
- c. The Governing Council, in consultation with staff and school administration, is responsible for approving the policies and procedures of RJBA, including the Student-Parent Handbook.

3.01.16 Reserve any other powers and duties as included in the charter and that are not in consistent with federal or state laws or constitutions, or as otherwise set forth in the Charter Schools Act, NMSA 1978 §§22-8B-1, et seq. and the New Mexico Public school Code, Chapter 22 of the New Mexico Statutes.

### **Section 3.02 Membership**

No member of the Governing Council of RJBA shall serve on the governing Council of another charter school pursuant to §22-8B-4(B) N.M.S.A. (1978), as amended.

### **Section 3.03 Disqualification**

No member of a governing Council for a charter school that is initially approved on or after July 1, 2005 or whose charter is renewed on or after July 1, 2005, shall serve on the Governing Council of RJBA. §22-8B-4(B) N.M.S.A. (1978), as amended.

### **Section 3.04 Compensation**

Governing Council Members shall receive no compensation for their services; however, they may be compensated for reasonable expenses in accordance with the New Mexico Mileage and Per Diem Act.

### **Section 3.05 Recruitment and Selection**

- 3.05.01 Initial Governing Council Members. The initial Governing Council members were selected by the organizers from the community.
- 3.05.02 Filling Vacancies Caused by Expiration of a term. After the term of any Governing Council member expires, the Governing Council shall solicit community members to apply to fill the new term of such Governing Council member. The Governing Council shall prescribe the form of application. Blank application forms will be available to public through the Head Administrator's office staff. The Governing Council shall announce the beginning and end of the application period at a regular or special meeting of the Governing Council. The application period will be not less ten (10) calendar days and not more than fifteen (15) calendar days. Applications must be returned to the office of the Head Administrator in a sealed envelope by a deadline established by the Governing Council. All sealed applications will be collected by a staff member chosen by the Head Administrator and delivered to the Executive Committee. The Executive Committee will unseal the applications submitted and make them available to the public consistent with the requirements of the Freedom of Information Act, and the New Mexico Inspection of Public Records Act (§14-2-1 Et Seq., N.M.S.A. The full Governing Council shall review all submitted applications. The full Governing Council shall elect, by simple majority vote, one applicant for each position being filled at that time, at regular or special meeting.
- 3.05.03 Elected Parent. One board member shall be an elected parent of a current RJBA student. The time and date for this parent election will be determined after school opens.
- 3.05.04 Community Member Experienced in Business and Finance. One board member shall be a community member who has experience in business and financial matters. Preference will be given to having at least two local business persons on the Governing Council.
- 3.05.05 Audit Committee – Financial Background & Experience. Because a portion of the Governing Council will also serve on the Finance and Audit Committees, RJBA will recruit members from the community with financial background or experience. (HB 227 – effective date July 01, 2011.)
- 3.05.06 Additional seats. Additional seats may be added to the Governing Council by a unanimous vote of the existing Governing Council up to a total of four members at large. In the event additional seats are created, these seats

shall be filled by the same process described in sub paragraph 3.05.02 above.

### **Section 3.06 Orientation and Ongoing Professional Development for Governing Council**

- 3.06.01 All Governing Council members shall receive a minimum of five hours of annual training. Newly elected or appointed Governing Council members between July 30 and November 1, shall receive three of the five required hours from a training developed by the Charter Schools Division. Those members, who are appointed or elected after November 1, will be required to receive 5 hours the following year. In order to be credited with attendance at these courses, each attendee shall comply with written attendance procedures established by the department. The school's annual accountability report shall include the names of those local school Governing Council members who failed to attend annual mandatory training (§22-2C-11(G) NMSA 1978).
- 3.06.02 Board members will be required to attend school workshops and events where RJBA and the educational methods are presented to staff as well as general public.

### **Section 3.07 Governing Council Member Obligations**

Each newly elected member to the Governing Council will sign an “Intent to Serve.” (See Appendix A).

### **Section 3.08 Attendance**

Each Governing Council member shall attend the Annual, Monthly and Special Governing Council Meetings, as duly notified. Attendance at meetings of the Governing Council is mandatory. If a Governing Council Member must miss a meeting or leave a meeting early due to extenuating circumstances, the Governing Council Member must give the President twenty-four hours advance notice, if possible. Failure to follow this procedure is grounds for removal from the Governing Council. Missing two (2) regular meetings in a row may result in immediate removal from the Governing Council. Attendance at all Governing Council meetings is mandatory for the Head Administrator. Any Governing Council member may appear electronically.

#### **3.08.01 Attendance via Electronic Communication.**

Except to the extent otherwise provided by law, any meeting of the Governing Council may be attended by any or all of the Governing Council Members and the Head Administrator by means of an electronic or teleconference device (or similar communications equipment) when it is otherwise difficult or impossible for the member or Head Administrator to attend the meeting in person, provided that each member or the head administrator participating by electronic or telephone

conference can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any other member of the Governing Council who speaks during the meeting. Such attendance shall constitute presence by the Governing Council member as if in person at such meeting and for purposes of determining a quorum. Any action taken by the Governing Council at such meeting shall constitute a valid action of the Governing Council.

### **Section 3.09 Code of Ethics**

- 3.09.01 All items discussed during executive session of all meetings shall be kept confidential. There shall be no discussion of items outside the executive session with non-governing Council members, or members not present during the session.
- 3.09.02 A Governing Council member shall never use their position to create advantages for him/herself or others associated with him/her.
  - a. Any violation of the above should be investigated by the Governing Council, a report generated and one of the following actions taken: dismissal of charges, reprimand, or dismissal from the Governing Council.
- 3.09.03 A total separation between being a parent and being a Governing Council member should apply at all times. In discussions with school personnel, it should be very clear that the relationship is based on parenthood. The authority that exists in the Governing Council only exists when the Governing Council is in session except for the President or his/her designee when he or she is acting in his or her capacity as liaison between the Governing Council and the Head Administrator.
- 3.09.04 Governing Council meetings shall be conducted with respect for all opinions. Members should respect other members' views and the President of the Governing Council should allow for the minority opinions to be heard.
- 3.09.05 Duties specific to Executive Committee Members: At Governing Council meetings, the President (or, in the President's absence, the Vice-President) should act as a facilitator so that all members who wish to speak can be heard. When the President wishes to speak on an issue, his or her opinion should be viewed in the capacity of one of the Governing Council members. The President, in consultation with the Head Administrator, sets the meeting agenda, but should be objective and should not put forward or promote his/ her own personal agenda. Any Governing Council member may request that an item be placed on the Governing Council agenda. The Governing Council calendar shall be consulted to insure important business items are included.

- 3.09.06 Items for discussion during the Governing Council meeting must be in accordance with the agenda and subjects pertaining to the agenda. Only discourses that enrich the discussion of the agenda are permitted.
- 3.09.07 Common courtesy and respect for other should be the tone of all meetings.

### **Section 3.10 Nepotism Prohibited**

The Head Administrator shall not employ or approve the employment in any capacity of a person who is the spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law of a member of the Governing Council or the Head Administrator. The Governing Council may waive the nepotism rule for family members of the Head Administrator.

### **Section 3.11 Conflicts of Interest**

- 3.11.01 A person shall not serve as a member of the Governing Council if the person or an immediate family member of the person is an owner, agent of, contractor with or otherwise has a financial interest in a for-profit or non-profit entity with which RJBA contracts directly, for professional services, goods or facilities. A violation of this subsection renders the contract between the person or the person's immediate family member and RJBA voidable at the option of the chartering authority, the department or the governing Council. A person who knowingly violates this subsection may be individually liable to RJBA for any financial damage caused by the violation. The governing Council shall comply with all requirements and limitations set forth in §22-8B-5.2 NMSA (1978), as amended.
- 3.11.02 No member of the governing Council or employee, officer or agent of RJBA shall participate in selecting, awarding or administering a contract with RJBA if a conflict of interest exists. A conflict of interest exists when the member, employee, officer or agent or an immediate family member of the member, employee, officer or agent has a financial interest in the entity with which RJBA is contracting. A violation of this subsection renders the contract voidable.
- 3.11.03 Any employee, agent or board member of the chartering authority who participates in the initial review, approval, ongoing oversight, evaluation, or charter renewal process of RJBA is ineligible to serve on the governing Council of RJBA chartered by the chartering authority.
- 3.11.04 As used in this section, "immediate family member" means spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law or any other relative who is financially supported.



- 3.11.05 Any governing Council member, officer, employee or committee member having an interest in a contract or other transaction presented to the governing Council or a committee thereof for authorization, approval or ratification shall make a prompt, full and frank disclosure to the Governing Council and shall not be a party to any transaction to sell materials or services, or to work under contract to the school. Disclosure of his/ her interest to the Governing Council or committee prior to its acting on such contract or transaction is mandatory. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the RJBA' interest such transactions presented to a Governing Council committee will not be acted upon.
- 3.11.06 The governing Council shall there upon determine whether a conflict of interest exists or can reasonably be construed to exist. If a conflict is determined to exist, such person shall not vote on, nor use his/her personal influence on or participate in the discussion or deliberations with respect to such contract or transaction. The minutes of the meeting shall reflect the disclosure made, the vote thereon, and, where applicable, the abstention from voting and participation.
- 3.11.07 A person shall be deemed to have a "conflict of interest" in a contract or other transaction if he/she has, directly or indirectly, a significant financial or personal interest in the contract or transaction with the RJBA. Any contract or transaction entered into in violation of this Section or §22-8B-5.2 NMSA (1978) (as amended), or failure to make the disclosure required by this Section, shall be cause for removal or termination.

### **Section 3.12 Resignations**

Any Governing Council Member may resign at any time by giving written notice to the President or Secretary. Such resignation shall take effect at the time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

### **Section 3.13 Removal of a Governing Council Member**

A member may be removed for cause by a majority vote of the entire RJBA Governing Council. Cause for removal can be violations of the Code of Ethics of the Governing Council Bylaws or failing to adhere to the list of responsibilities and commitments expected from Governing Council members (Appendix A). A member may be removed for unprofessional or disrespectful conduct during Governing Council meetings or official school functions, or while dealing with the school administrator, faculty members, parents or community members.

### **Section 3.14 Recall**

- 3.14.01 Any single Governing Council Member may be recalled. A Petition signed by parents or guardians of students enrolled at the school must be presented to the Governing Council during a special meeting called for such purpose. The Petition must contain signatures totaling least fifty-one percent (51%) of the number of enrolled students as of the date of the Petition. One parent/guardian per family may sign the Petition for each of their enrolled children.
- 3.14.02 The Governing Council, upon receiving the Petition and verifying its authenticity and hearing the Petitioners' complaints, will schedule a special Governing Council meeting during which the recalled member may be removed, at the discretion of the Governing Council. The removal process in Section 3.13 of the Bylaws will be followed.

### **Section 3.15 Vacancies – Other Than for Expiration of a term**

Up on vacancies occurring for reasons other than the expiration of term, the Governing Council will ratify new replacement members by a majority vote of all of the members of the existing Governing Council. Interested candidates shall submit written letter of interest to the Governing Council no later than one week before the next regularly scheduled Governing Council meeting at which the candidates will be reviewed and voted on. The letters of interest will be made publicly available prior to the meeting. After an opportunity is given for public comment at the meeting at which the candidate is considered, a vote to fill vacancy will be taken. The appointed candidate shall fulfill the remainder of the vacant term. Prior to ratification, the Governing Council must gather and consider input from staff and the school community before voting.

### **Section 3.16 Individual Members and Officers**

- 3.16.01 **Members of the Governing Council**  
The following positions shall comprise the makeup of the Governing Council, and each position's voting rights. Additional seats may be added to the Governing Council by a unanimous vote of the existing Governing Council up to a total of four members at large.
- 3.16.02 **Voting Members**
- President - Seat 7  
Vice-President - Seat 5  
Treasurer - Seat 6  
Secretary – Seat 2  
Community Member - Seat 1 – Parent of a Student Currently Attending RJBA

Community Member - Seat 4 - (prefer experience in business and financial matters) Community Member - Seat 3

3.16.03 Ex Officio Members (Audit Committee Only)

Head Administrator  
Business Manager

3.16.04 Terms of Office

Governing Council Members will hold office for two years to correspond with the fiscal year of July 1 to June 30 of the following year. Members may serve no more than two elected terms during an eight-year period unless waived by a majority of the voting members of the governing council. Terms of Governing Council Members will be staggered so that approximately one third of the terms expire each year. The seats on the Governing Council will be assigned as follows:

Seat 1 term expires on June 30, 2014 and every three years following  
Seat 2 term expires on June 30, 2014 and every three years following  
Seat 3 term expires on June 30, 2014 and every three years following  
Seat 4 term expires on June 30, 2015 and every three years following  
Seat 5 term expires on June 30, 2015 and every three years following  
Seat 6 term expires on June 30, 2016 and every three years following  
Seat 7 term expires on June 30, 2016 and every three years following

3.16.05 Executive Committee Position Descriptions

a. President

The President shall be elected from among the members of the Governing Council. The President shall preside at all meetings of the Governing Council. The President and Vice-President shall execute contracts, except if otherwise required by law or these Bylaws and except and to the extent the execution thereof shall be expressly delegated by the Governing Council to some other officer or agent of the school. All communications addressed to the President shall be considered by him / her for appropriate action, which consideration may include consulting with legal counsel, and consideration by the Governing Council. The President shall sign legal documents as required by law and perform such other duties as may be prescribed by the Governing Council. It is the President's responsibility to ensure that Governing Council members uphold their commitments/responsibilities to the school. The President, in collaboration with the Administrator, is responsible for compiling the topics for business to be placed on the agenda. Any member of the Governing Council may offer items to be heard or discussed at any meeting of the Governing

Council. The President will act as a liaison between the Governing Council and the Administrator and Business Manager. The President will coordinate all orders and resolutions of the Governing Council with the Administrator and Business Manager and will review progress with these individuals at the Governing Council meetings.

b. Vice-President

The Vice-President shall have all the powers and perform all the duties of the President in the absence or incapacity of the President. The Vice-President shall perform such other duties as from time to time may be assigned by the President. If no other person is designated, the Vice-President shall act as a liaison between the Governing Council and the PED, will attend all of their public meetings, and will report to them on the progress of the school.

c. Treasurer

The Treasurer shall work in conjunction with the President, Business Manager and Head Administrator regarding all fiscal policies and budget issues. The treasurer shall review the Business Manager's monthly report before it is presented to the full Governing Council.

d. Secretary

The Secretary shall keep and maintain, or cause to be kept and maintained, action minutes of all the meetings of the Governing Council. The Secretary shall attend the meetings of the Governing Council and shall act as clerk thereof and record minutes in one or more books to be kept for that purpose. The Secretary shall see that all notices are duly given in accord with the provisions of these Bylaws or as required by law and shall perform such other duties as may be assigned by the President or the Governing Council. In the absence of the Secretary, the President may direct that the Secretary's duties be performed by any other person.

**3.16.06 Governing Council and Executive Committee Members Insurance**

The Governing Council may secure officers and directors insurance on behalf of the Governing Council and Executive Committee members in excess of the coverage provided by the NM Public School Insurance Authority upon appropriate approval of the Governing Council and if provided for in the charter school's approved budget.

## **Section 3.17 Permanent Committees**

### **3.17.01 Audit**

3.17.01.01 Annual audits will be conducted following the guidelines set forth by the NM State Auditor and the State Audit Rule. The school's annual audit will be conducted pursuant to the instructions of the PEC-Charter Schools Division. Currently, it is anticipated that the school will be audited as a component unit of the Public Education Department. The school will be responsible for paying its proportionate share of the audit and making all of the requested information available to the auditor at a time and place designated by the PEC /PED auditor upon reasonable advanced notice.

3.17.01.02 Not less than two members of the Governing Council shall be appointed to the Audit Committee, one of whom shall be a parent of a student attending RJBA (Seat 1), and one whom shall be a community member who has experience in business and financial matters (Seat 4). In addition, the business manager and the Head Administrator shall serve as ex-officio members of the Audit Committee. The Governing Council reserves the right to appoint additional Governing Council members to the Audit Committee.

3.17.01.03 The Audit Committee shall:

- a. Attend the entrance and exit conferences for annual and special audits;
- b. Assure a corrective action plan to correct any audit findings is developed, approved and submitted to the authorizer; Be accessible to the external financial auditors as requested; Track and report progress on the status of the most recent audit findings and advise the Governing Council on policy changes needed to address audit findings;
- c. Provide other advice and assistance as requested by the auditor and Public Education Department;
- d. Be subject to the requirements regarding the confidentiality of audit information as those imposed by the Audit Act and rules of the State Auditor.

### **3.17.02 Board of Finance**

3.17.02.01 Within ninety (90) days of renewal of its charter, the Governing Council shall file a separate application with the commission seeking approval as a board of finance as a public school, pursuant to 6.80.4.12(A) and 6.80.4.16(B) NMAC [6-30- 2009]. Prior to the end of the planning year, the Governing Council shall demonstrate that it has qualified as a Board of Finance and has satisfied any conditions imposed by the commission before commencing full operation for the remainder of its charter term.

§22-8B-12(C) N.M.S.A. (1978), as amended, and 6.80.4.11(D) N.M.A.C. [6-30-2009].

- 3.17.02.02 As a Board of Finance designated by the PED, the Governing Council shall require all funds distributed to, allocated to or collected for the school to be deposited with it, pursuant to §22-8B-13 & §22-8-38 N.M.S.A. (1978), amended.
- 3.17.02.03 Members of the Finance Committee shall be the President, Treasurer, and a Community Member who has experience in business and financial matters, pursuant to "H.B. 227", an Act described as "Public schools-- Local School Board Finance Subcommittee and Audit Committee-- Establishment, Membership, Duties (N.M. Legis. 115 (2011)).

### **3.17.03 Executive**

The Executive Committee shall:

- a. Propose an annual schedule of regular meetings; and, Propose all regular and special meeting agendas, in consultation with the Head Administrator; and,
- b. Assign specific Governing Council members to committees and subcommittee assignments; and,
- c. Track and receive reports from all subcommittees and committees. Evaluate the Administrative Head on at least an annual basis and make a report to the Administrative Council regarding performance, retention, salary and benefits. Members of the Executive Committee shall consist of the President, Vice-President, Secretary, and the Treasurer.

### **3.17.04 Directors and Officers Insurance.**

The Governing Council may secure officers and directors insurance in excess of the coverage provided by the NM Public School Insurance Authority upon appropriate approval of the Governing Council and if provided for in the charter school's approved budget.

### **3.17.05 Development**

3.17.05.01 The Development Committee shall:

- a. Actively seek funding opportunities, including but not limited to, charitable donations;
- b. Recommend to the full Governing Council whether or not to accept or reject any charitable gift, grant, devise or bequest, subject to relevant New

Mexico statutes and regulations. Final approval is subject to the Governing Council;

- c. Apply for grants and requests for private, state and / or federal funding for specific objectives identified by the Head Administrator;
- d. The development Committee shall consist of at least three community members. Parents of students may also serve.

#### **3.17.06 Educational Plan for Student Success (EPSS)**

This committee assists the Head Administrator and Community Representative on required evaluation with input on the school EPSS reports. Community representatives shall include parents, students and other community members who reflect the composition of the student population. Evidence shall be provided to verify different forms of representation (pursuant to 6.29.1(K) N.M.A.C. [06-30-2009]).

#### **3.17.07 Arts Advisory Committee**

Form and work with a parental and community arts advisory committee to participate in annual reviews of the elementary arts education program (as required by participation in the Fine Arts Education Act (FAEA) (HB 12 2003).

### **Section 3.18 Ad Hoc/Temporary Committees**

The Governing Council may form temporary committees and sub committees from time to time to assist the Governing Council in carrying out its general responsibilities and duties; Not less than two members of the Governing Council shall be appointed to any temporary committee or subcommittee;

Temporary committees and subcommittees shall inform the Governing Council of their activities and progress, from time to time, but not less than every two months at a regular Monthly meeting;

Temporary committees and subcommittees shall be dissolved by the Governing Council as soon as their purpose has been fulfilled, upon due motion and vote of the Governing Council.

#### **3.18.01 Head Administrator Recruitment Committee**

##### **3.18.01.01 Overview**

RJBA's ultimate success will depend on the Governing Council's ability to hire and support a Head Administrator who directs the school's mission with knowledge and vision, in concert with the duties and responsibilities of running a charter school. The Head Administrator must also have leadership qualities and

abilities strong enough to inspire and lead the staff and represent the school to the community.

#### **3.18.01.02 Members**

This committee shall consist of not less than one member of the Executive Committee, one additional member of the Governing Council, an experienced RJBA teacher, and two community members to advertise the position, collect resumes, conduct interviews and make recommendations to the full Governing Council. All members of this committee shall be appointed by the President of the Governing Council. A Consultant may be hired to advertise the position, collect and review resumes and make recommendations to the Committee, if requested by the committee and approved by the Governing Council.

#### **3.18.01.03 Process**

This committee shall comply with all provisions of the school Personnel Act (§22- 10A-1 Et se q. N.M.S.A. (1978), as amended), in the process of recruiting the Head Administrator and make recommendations to the full Governing Council.

### **3.18.02 Teacher and Staff Recruitment Committee**

The Teacher and Staff Recruitment Committee shall be a temporary committee consisting of individuals chosen by the Head Administrator to assist the Head Administrator to advertise the position, collect resumes, conduct interviews and make recommendations. This committee shall consist of the Head Administrator, Instructional Leader, and two community members. A Consultant may be hired to advertise the position, collect and review resumes and make recommendations to the Committee, if requested by the Head Administrator and approved by the Governing Council. RJBA shall hire its own employees. The provisions of the school Personnel Act shall apply to such employees. The Head Administrator shall employ, fix the salaries of, assign, terminate and discharge all employees of RJBA. (N.M. St at. Ann. § 22-8B-10).

### **Section 3.19 Hiring Process for Head Administrator**

The full Governing Council will interview the candidates recommended by the Head Administrator Recruitment Committee. A final decision will be made at a public meeting, held in accordance with the New Mexico Open Meetings Act. The Head Administrator will be hired and evaluated by the Governing Council. The Governing Council shall comply with all provisions of the School Personnel Act (§22-10A-1 Et se q. N.M.S.A. (1978), as amended), in the process of hiring the Head Administrator.



## **Section 3.20 Liaisons to the Governing Council**

The Administrator, one Faculty member selected by the faculty and one student selected by the faculty will each serve as liaisons to the Governing Council and shall make regular reports to the Governing Council. Liaisons shall not have any voting rights on the Governing Council.

### **3.20.01 Election of Faculty Liaison**

#### **a. Time and Manner**

The full time teaching staff of the RJBA shall annually elect one faculty liaison to the Governing Council.

#### **b. Eligibility**

Any faculty member currently employed by the RJBA is eligible to serve as liaison to the Governing Council.

#### **c. Election Procedures**

No later than May 25 of any given year, the teaching staff of the RJBA will meet in a special election meeting or as part of a regularly scheduled Faculty meeting, and there elect a Faculty liaison. Votes shall be tallied and the results made known to the faculty members. In the event of a tie vote, the tie shall be broken by flipping a coin. The faculty member who flips a coin with a “heads up” shall be declared the duly elected faculty liaison. In the event more than one faculty member is involved in a tie breaker procedure all also flips a coin with a “heads up,” the parties shall continue flipping a coin until only one faculty member with a “heads up.”

## **Section 3.21 How Decisions Will Be Made and Meetings Conducted**

### **3.21.01 Power and Authority of Governing Council Members**

- a. The power and authority of the Governing Council are those as described in the Governing Board’s bylaws and in the authority granted by the Charter Schools Act.
- b. The Governing Council will only exercise its authority when formally convened during Board meetings and other official activities.
- c. Decisions will be made by a majority vote of the members during properly convened meetings of the Governing Council.
- d. The Governing Council will not be bound by any statement or action on the part of any individual Governing Council member, unless the 3.21.01.05 Governing Council, by majority vote in a properly convened

- meeting, delegates authority to that individual member to speak on behalf of, or otherwise represent, the entire Council.
- 3.21.01.01 Unless acting pursuant to said expressly delegated authority from the Governing Council, no member shall undertake any individual action to implement any plan or action of the Governing Council.
- 3.21.01.02 In the event a Governing Council member is assisting the Head Administrator to implement school policies, programs, other directives, or volunteering at the school, the member shall be considered a volunteer and have no special authority beyond that of a volunteer.

### **3.21.02 New Mexico Open Meetings Act**

Open Meetings Act: All meetings shall be advertised and conducted in accordance with the Open Meetings Act. §10-15-1 N.M.SA. (1978), as amended.

#### **3.21.03 Meetings**

- a. Annual Meeting: An Annual Meeting will be held on a date determined by the Governing Council. The Annual meeting will follow an agenda, which will include items regarding: election of officers, adoption of the Open Meetings Act, formation, continuance or dissolution of sub committees and committees, and monthly meeting times and dates. Annually, each year during the month of July, the Governing Council will approve the Open Meetings Resolution that defines reasonable notice for public meetings.
- b. Regular Meetings: regular meetings of the Governing Council will be held not less than monthly. Governing Council meetings will be held at a location(s) determined by the Governing Council.
- c. Special Meetings: A special Governing Council meeting may be called by the Governing Council President, or by a quorum of Governing Council members.
- d. Agenda: A written agenda for every regular meeting of the Governing Council shall be prepared by the Secretary and approved by the President, and for every special meeting of the Governing Council by the person(s) calling such meeting. Agendas shall be available 72 hours in advance of the meeting. Any matter requested in writing by a Governing Council Member and delivered to the Secretary and approved by the President at least three days prior to a regular meeting shall be included in the agenda.
- e. Quorum: A majority of all members of the Governing Council will constitute a quorum.

f. Rules of Order

- i. The President, or in the absence of the President, the Vice-President, shall serve as chairperson at all meetings of the Governing Council.
- ii. The conduct of the meetings shall be in accordance with established parliamentary procedure. Except as otherwise specified by laws or by Governing Council policies pertaining to its own operating procedures, the Governing Council shall be governed by the rules prescribed in most recent Robert's Rules of Order.
- iii. All Governing Council meetings shall be held in accordance with the New Mexico Open Meetings Act.
- iv. Subject to the requirements of the New Mexico Open meetings Act, executive or closed sessions will be held, when needed, at the end of regular meetings, unless the Governing Council needs to be briefed by an expert about the issue in hand.
- v. Student representative reporting shall be scheduled early in the Governing Council meeting agenda. If a Governing Council member is not acquainted with a voting issue (e.g., did not arrive at the time of its discussion, etc.), then that Governing Council member should abstain from voting on such issue, and the exact reason for his/her abstention should be stated in the minutes of such Governing Council meeting.

h. Meeting Minutes

The Governing Council shall keep written minutes of all its meetings. The minutes shall include at minimum the date, time and place of the meeting, the names of members in attendance and those absent, the substance of the proposals considered and a record of any decisions and votes taken that show how each member voted. All minutes are open for public inspection. Draft minutes shall be prepared within ten working days after the meeting and shall be approved, amended or disapproved at the next meeting where a quorum is present. Minutes shall not become official until approved by the Governing Council and signed by the President and Secretary.

i. New Mexico Inspection of Public Records Act

All records of Governing Council meeting minutes will be subject to the Freedom of Information Act, and the New Mexico Inspection of Public Records Act (§14-2-1 Et Seq.,

## **Section 3.22 Governing Council Communications**

### **3.22.01 Communication between Governing Council members**

No policy discussions or discussions of school business should be discussed informally amongst Governing Council members outside of a properly-noticed public meeting.

### **3.22.02 Communication between Governing Council members and parents**

Governing Council members shall restrict discussion on policy, Governing Council business and decisions to Governing Council meetings when reviewing decisions. Governing Council members can discuss with parents informally what policies are and how they are arrived at but policy and Governing Council decisions shall be restricted to objective discussions during Governing Council meetings.

### **3.22.03 Communication between Governing Council members and Head Administrator**

For discussions of matters to be put before the Governing Council, the President shall be the liaison between the Governing Council and the Head Administrator. The President can designate someone from the Governing Council to act on his or her behalf. Governing Council members can discuss informally issues with the administrator but should make clear that the discussion is informal and they are acting in the capacity of parents not as Governing Council members. If an issue comes up that requires Governing Council attention, it is the duty of the member to inform the President so the Governing Council can be made aware of the issue formally.

### **3.22.04 Communication between Government Council members and other entities**

If a Governing Council member wishes to formally contact other entities such as another school, the PED, state charter school organizations and other such organizations, the Governing Council as a whole should be made aware of the contact and purpose and the contact should be authorized by the Governing Council.

## **Article IV. Budgeting and Operation of the School**

### **Section 4.01 Fiscal Control Policies**

Ralph J. Bunche Academy (RJBA) will apply sound fiscal practices that comply with New Mexico State statutes and regulations as well as federal and local laws and regulations. To minimize risk inherent in administering the school's finances, RJBA has clearly defined roles for the Governing Council, Head Administrator,

Business Manager, and other employees responsible for the school's financial assets. These defined roles and a strong internal control structure will provide reasonable assurance of the school's long-term financial health and the school's success. Pursuant to statute, the Governing Council will establish both Finance and Audit Committees.

The RJBA Governing Council is a Board of Finance which provides oversight of the school's finances by regularly reviewing and approving financial reports at the monthly board meeting. The Governing Council will also establish and approve the yearly budget, as well as approve the Head Administrator's contract and the staff salary schedule.

The Head Administrator will have ultimate responsibility for all management and fiscal decisions. These fiscal responsibilities include, but are not limited to the proper oversight of the school's approved budget, hiring of all employees, and monitoring of the proper reporting of student data. The Head Administrator will ensure that reports to all federal and state agencies (such as the NM PED and the school's authorizer) are completed accurately and submitted in a timely manner. The Head Administrator will work with the Business Manager who will hold a State of New Mexico school Business Official License. This Business Manager will report to the Head Administrator and be responsible for conducting or ensuring that all fiscal activities of the school are conducted in a timely manner and in full accordance of the law. To this end, the school will use a computerized fund accounting financial software system, to process its daily financial business.

a. Statement of Management of Fiscal Responsibilities

The Governing Council will insure that the charter school is following general standards of accounting and otherwise sound public school business practices by requiring regular reporting by the Head Administrator and Business manager at meetings. The Governing Council will develop sound financial management policies and procedures to address the following aspects of the school business:

- Procurement (adopt policies to implement the New Mexico Procurement Code, NMSA 1978, §13-1-1, et. seq.);
- Budget policies: fiscal year, budget preparation, budget maintenance standards; budget adjustment requests;
- Segregation of duties; anti-nepotism policies;
- Internal controls;
- Cash management program to safe guard cash in custody;
- Procedures for expenditure projections to identify school staffing and equipment needs;
- Receipt of funds;
- Cash disbursement;
- Procedures for Bank Reconciliation (monthly review and reconciliation); personnel and payroll policies (contracts, personnel/ payroll action forms,

certification records, employment eligibility, federal/state withholding, pay deduction authorizations, Educational Retirement Act plan and direct deposit authorizations);

- Compliance with the annual school audit as outlined in New Mexico Audit Act, NMSA 1978 §12-6-1 et seq.;
- Conflict of interest disclosure statement and policy;
- Such other policies to ensure that the school complies with the Public school Finance Act, NMSA 1978 §§22-8-1, et seq., Title 6, Chapters 19 through 21 of New Mexico Administrative Code and the New Mexico Public school Accounting Budgeting Manual;
- Policy defining the relationship to the charter authorizer; and charter amendment procedure. During the Start-up year, the Head Administrator will select the Business Manager upon approval by the Board.

#### b. Business Manager

The Business Manager must hold at least a Level 2 State of New Mexico Professional school Business Official License. The Business Manager must also attend all required NMPED trainings and workshops. The Business Manager must have the following areas of expertise and knowledge:

- Public school accounting and budgeting
- Budget preparation and management
- Preparation and submission of all NM PED Reports
- Internal control policies and procedures
- Standards for fund accounts and reports
- Cash management and controls
- Payroll Preparation
- NM PED Reimbursement Request Submissions
- Procurement oversight
- Asset and inventory management oversight
- Accounts Payable oversight
- Accounts Receivable oversight
- Human Resources oversight

#### c. Control Procedures

RJBA control procedures are those policies and procedures in addition to the control environment and accounting system that management has established to provide reasonable assurance that specific objectives will be achieved. We have devised, established and continuously strive to maintain a structure of internal accounting controls to provide that the following are in place:

- Segregation of responsibilities to ensure that the following duties are segregated: authorization to execute a transaction, recording the transaction, and custody of assets involved in the transaction;

- A system of authorization and recording procedures to ensure that all transactions are properly approved and recorded;
- Sound accounting practices are in place in the performance of duties and functions. This includes varied error-checking routines that are performed in connection with record keeping and comparing recorded amounts with existing assets and liabilities. Appropriate action shall be taken with respect to any differences;
- Access to assets is permitted only in accordance with management's authorization;
- Receipts, checks or warrants, purchase requisitions, purchase orders, and vouchers shall be sequentially pre-numbered;
- Proper safeguards are in place to protect unused checks and other pre-numbered forms and cash that has not been deposited and other receipts;
- All transactions are recorded as necessary to permit preparation of the financial statements in conformity with Generally Accepted Accounting Principles (GAAP); and,
- Independent checks on performance and proper valuation of recorded amounts is being performed including clerical checks, reconciliations, comparison of assets with recorded accountability, computer-programmed controls, management review of reports that summarize the detail of account balances, and user review of computer generated reports.

#### d. Purchasing

The school will establish the protocols regarding the issuing of purchase orders and when they will be required. Both the Head administrator and the Business manager are required to approve all purchase orders, ensuring that sufficient funds are available for the purchase. Once a purchase order has been approved, it is assigned a number and a copy will be given to the employee who submitted the purchase order. The requesting employee then has authorization to make the purchase. The vendor will receive a copy of the purchase order. Vendors will be required to include the purchase order number on their invoices.

#### e. Receiving Purchases

When orders are received they will be reviewed for accuracy and items compared to the packing slip for completeness. The packing lists will then be signed and forwarded to the bookkeeper, who is the Business Manager's assistant. This will let the bookkeeper know that items have been received and are in good order. If a packing list is not included with the shipment, the staff member receiving the shipment sends a confirmation email to the bookkeeper stating that the order has arrived. If the items received are not in good order, the vendor will be notified immediately. If possible the delivery will be rejected. If delivery cannot be rejected the order will be stored and safe guarded until return details are arranged with the vendor.

f. Cash Disbursements

In coming invoices will be verified for accuracy and then date stamped by the bookkeeper to indicate approval. Areas on the stamp will provide space for the check number that the invoice was paid with and the date the check was written. The bookkeeper will then attach the invoice to the purchase order and packing slip, if applicable. The Business manager will review and initial all invoices and then return them to the bookkeeper who will input the invoice into the accounting system and print all checks. The Head administrator will make the final review and grant final approval of all invoices and sign all checks. Blank check stock will be kept in a locked cabinet in the Business manager's office. Neither the Head administrator nor the Bookkeeper will have a key to this cabinet. All check stock will be imprinted "Void after one year from issue date" as required by state law .

g. Cash Receipts

The Administrative Assistant will accept, count and write receipts with a time stamp for all cash and checks received at the school. The Business Manager will perform a second count, prepare deposits, and return the paperwork associated with the deposit to the bookkeeper. The bookkeeper will then enter the deposit into the accounting system and attach the bank deposit receipt to the paperwork after the deposit is made. All deposits will be made within 24 hours of receipt. A log will be utilized as a final safeguard to reasonably assure that all money collected is deposited into the bank. The bookkeeper will log the date, person received from, form in which received (including check information) and amount. The Business manager will initial the log and note the amount on the deposit slip. Finally, the bookkeeper will initial the log and note the amount on the bank deposit receipt. If there is a discrepancy in cash greater than \$5.00, it will be noted and investigated. If a receipt is voided, this will be noted on the log with an explanation as to why the receipt was voided. The completed log will be placed in the file folder which holds the paperwork from the deposits.

h. Payroll

- The Office Manager/Administrative Assistant will assemble all personnel files.
- The Head Administrator approves and signs all staff contracts. The Head Administrator's contract must be signed by the President of the Governing Council or his/her designee.
- The Business manager inputs the employee information into the accounting system and prepares the payroll.
- When payroll is prepared, a report is printed and given to the Head Administrator to review and sign.
- This report will be filed with other payroll reports for the period.
- Upon completion of the issuance of a payroll, the Business Manager will prepare the payroll liability reports and submittals as required.



- This will include the submission of IRS, NM CRS, NMPSIA, RHC, ERA, and other payroll liabilities.
- The reports will be scheduled so that a clear audit trail is maintained verifying all payments have been properly made to the appropriate regulatory and/or tax authority.

i. Bank Reconciliations

The Business manager will reconcile the bank statement within five business days of receipt. Once the reconciliation is complete, a bank account reconciliation report will be generated in the financial software system and attached to the bank statement. A cash balance report will be attached which will detail each active fund and its corresponding cash balance. The bank provides an analysis statement and, when necessary, a collateral statement; these statements will also be attached to the bank statement. This bank reconciliation packet will then be given to the Head Administrator who will review and it will be included in the monthly Finance Committee review of finances. Included with the bank reconciliation will be a listing of outstanding checks/ warrants issued. The business manager will work to minimize the aging of outstanding checks by contacting the vendor to whom the check is addressed.

j. Inventory

The Office Manager/Administrative Assistant will be responsible for maintaining inventories of books, computers and other technology, and other furniture and equipment belonging to RJBA. Physical inventories will be conducted each year for all books, computers, equipment and furniture. Any discrepancies in the counts will be reported to the head administrator.

k. Journal Entries

Non-standard journal entries are prepared by the Business manager and are reviewed and signed by the Head administrator on a monthly basis.

l. Professional Development and Staff Travel

Staff members planning to participate in professional development submit a Request for Professional Development. This request details the need and the benefits for this opportunity as well as the costs involved. It is then forwarded to the Head administrator. When approved, the staff member can then proceed with any registration and travel arrangements. Staff is reimbursed for all reasonable and customary expenses for travel within the guidelines and limitations of the NM State Per Diem laws and regulations.

m. Insurance and other Employee Benefits

The school will work with New Mexico Public Insurance Authority and its third party administrator to determine appropriate insurance and employee benefits.

n. Budget

RJBA will prepare and adopt an annual budget in accordance with statutory requirements. The budget will be prepared by the Business manager under the direction of the Head administrator with input and oversight by the Governing Council. The school will establish a Finance Committee as required by law with the required members. This Committee will assist in making decisions around budgetary issues as well as provide additional oversight of all financial decisions. Once the budget is set, any variances from it may require a Budget Adjustment Request (BAR). BAR types include Increase, Decrease, Maintenance, Transfer and Initial Budget BAR. These BARs provide for new money received by the school or a change in spending patterns. The Business manager will prepare a BAR to be presented at a Governing Council meeting. When the BAR is approved by the Governing Council, it will be submitted to the PED.

o. Financial Statements/Financial Reports

The Business manager will prepare a monthly financial report that will be presented at the monthly Governing Council meeting. It will be reviewed and approved by the Governing Council and this will be noted in the minutes. The report will be designed by the Governing Council to meet their requirements for effective financial oversight.

p. Annual Audits

Pursuant to state law, the school will create an Audit Committee whose composition will reflect current statutory requirements. The Audit Committee will play a large role in overseeing the annual audit process. Annual audits will be conducted following the guidelines set forth by the Office of the State Auditor and the State Audit Rule. The school's annual audit will be conducted pursuant to the instructions of the PED. Currently, it is anticipated that the school will be audited as a component unit of the Public Education Department. The school will be responsible for paying its proportionate share of the audit and making all of the requested information available to the auditor at a time and place designated by the PEC /PED auditor upon reasonable advanced notice. It is anticipated that the annual audits will be conducted between July and November of every year, with the final report submitted to the Office of the State Auditor by the November 15th due date.

Audit findings assessed against the school will be addressed and become a part of the audit report. An audit finding is any deficiency, major or minor, found during

the audit process. State audit guidelines have no “materiality factor” built in, therefore even the smallest deficiency found becomes a part of the audit report. The audit will be presented upon completion in an annual audit exit interview. At a minimum, the school will meet the required attendance of NM statutes and regulations.

RJBA will make every attempt to minimize the possibility of audit findings and repeat audit findings. The school will respond to all audit findings through a corrective action report approved by the Governing Council. A corrective action plan will be submitted to the authorizer as negotiated or upon request.

q. Reports to the PED and the schools authorizer

RJBA will provide quarterly financial reports to the PED and its authorizer as required by law. These reports are prepared and transmitted through the school’s financial software. The Head administrator will report to the Governing Council on the timeliness of the quarterly report and review with them the content provided therein. End-of-year reports will also be submitted to the Public Education Department. They include the reports described above as well as any other reports required by the PED. These reports will also be provided to the Governing Council during a regular and open meeting.

r. Banking and Investments Policy

The Governing Council shall abide by the following “Banking and Investments Policy.

The Governing Council of the Ralph J. Bunche Academy (RJBA) realizes that to achieve its instructional goals and objectives, cash and investments must be managed effectively. Effective cash and investment management involves establishing and maintaining mutually beneficial banking relationships, accurate forecasting of cash requirements and prudent investments designed to maximize returns within the full extent allowed by statute.

1. BANKING

- Pursuant to 22-8-37 and 22-8-40 NMSA 1978, RJBA shall adhere to all regulations concerning the deposit of public school funds for all funds in its custody and control.
- Pursuant to 6-10-16 through 6-10-17, NMSA 1978, and 6.20.2.15 NMAC, RJBA shall notify the financial institution which is the custodian of the school funds that the school receives state money and is subject to a 50% collateralization requirement for amounts above \$100,000.
- RJBA shall deposit all cash receipts within twenty-four (24) hours as required by 6.20.2.14 C NMAC.

## 2. INVESTMENTS

- RJBA shall account for public money placed in any interest bearing account in accordance with 22-8-40 NMSA 1978, 6.10-17 and 6.10.31 NMSA, and any other federal and state laws which apply to the investment of public school funds.
- The RJBA head administrator, business manager and staff shall develop and implement any administrative procedures necessary to implement this policy.

### t. Operating Checking Account

The Governing Council shall maintain an Operating Checking Account on behalf of RJBA and will follow all policies and procedures for the legal and ethical maintenance of this account.

## **Article V. The Head Administrator**

The Head Administrator shall conduct the day-to-day operation of the school, including acting as the school's personnel administrator, and shall perform such other services and duties as shall be assigned directly by the Governing Council. The Head Administrator shall serve as the philosophical and instructional leader, promoting the mission of the school in all aspects. The Head Administrator may also serve as a supplementary teacher. The Head Administrator will hire, evaluate, and dismiss RJBA employees. All responsibilities of risk management shall be vested in the Head Administrator. Preparation of annual reports and enforcement of all terms and conditions of the charter contract are duties of the Head Administrator. The Head Administrator will be appointed and supervised by the Governing Council and may be removed by the Governing Council.

### **Section 5.01 Setting Strategic Administrative Goals**

The Governing Council shall meet annually to review and past strategic goals and set future strategic goals. The meeting may be in an informal retreat workshop, if appropriate under the Open Meetings Act. A facilitator can be invited. Funds for such meeting shall be appropriated at the annual public budget meeting.

### **Section 5.02 Periodic Progress Reports**

Periodic written progress reports about the progress of the school and its students shall be generated by the Administrator. It is the privilege of the President or two or more Governing Council members to request a special written progress report.

### **Section 5.03 Periodic Evaluation**

Every other month an executive session shall be held to informally evaluate the performance of the administrator. A formal evaluation shall be conducted annually, in accordance with PED regulations and New Mexico law , per Section 5.04 below.

### **Section 5.04 Annual Evaluation**

The Governing Council shall formally evaluate the administrator annually using the forms prescribed by the PED, and as supplemented by the Governing Council, based on the Administrator's duties and job description. A formal written evaluation shall be generated and placed in the Administrator's personnel file. The Secretary and one other member shall collect confidential surveys from staff, teachers, students, parents and Governing Council members about the administrator's performance. A report shall be generated based on surveys and presented to the Administrator in a n executive session.

## **Article VI. Business Manager**

The Business Manager shall serve as chief financial administrator for the fiscal management of the school. The Business Manager shall follow the Internal Control Procedures in the fiscal management of the school, and shall operate the Fiscal Management System. The Business Manager shall maintain and upgrade the Fiscal Management System. The Business Manager shall be the contact person for the PED and shall attend all conferences, workshops and meetings in regards to the school's fiscal matters.

## **Article VII. Books and Records**

The Secretary of the Governing Council shall keep, or cause to be kept, minutes of the proceedings of the Governing Council and committees, and shall keep at the Head Administrator's office a record of the names and addresses of the Governing Council Members of the Governing Council, members of committees, and eligible RJBA members. All records of the school are considered public documents and may be inspected at any reasonable time, pursuant to the New Mexico Inspection of Public Records Act. Student records, personnel records, intent to enroll forms and any other record protected by law from disclosure are excluded from inspection.

## **Article VIII. Contracts**

The Governing Council shall approve all contracts, except for employee contracts (other than the Head Administrator and other administrators) and purchases up to the limit of the New Mexico Procurement Code, unless approval is specifically delegated by the Governing Council to the Head Administrator.

## **Article IX. Amendment of Bylaws**

These Bylaws may be altered or amended by an affirmative vote of the Governing Council at any regular meeting or at a special meeting called for the purpose, provided that a written notice shall have been personally delivered, sent by facsimile or sent by regular mail or e-mail to the last known address for receipt at least three (3) days before the date of such regular or special meeting, which notice shall state the alterations or amendments which are proposed to be made in such Bylaws. Only such changes as have been specified in the notice shall be made. If, however, all Governing Council members shall be present at any regular or special meeting, these Bylaws may be amended by a unanimous vote, without any previous notice, and should be reflected in the meetings minutes.

## **Article X. Policy Adoption, Revision, Suspension or Revision**

All Governing Council members must be aware of state requirements regarding all adopted or to be adopted policies. Examples: Employee policies, Special Ed policies, and other policies that must be submitted to the state. It is the Administrator's job to make Governing Council members aware of regulations affecting the formation and implementation of school policies. Policies can be drafted by the Administrator and / or committees sanctioned by the RJBA Governing Council. The review and revision of policies is done by the appropriate committee and the Administrator. If a policy draft is to be reviewed and voted on at a meeting, it should be made available for public review prior to the public meeting and notice of the meeting should include that a discussion of policy is pending. Repeal of policy can occur upon the recommendation of the Administrator and / or the appropriate committee, and vote of the Governing Council.

Suspension of policy can occur if:

- originating reason for policy no longer exists
- another policy supersedes the scope of existing policy
- extenuating circumstances exist

The final decision on policies must be made by a unanimous vote of the Governing Council.

## **Article XI. Appendices**

### **Section 11.01 Appendix A**

Service on the Ralph J. Bunche Academy Governing Council is a privilege and responsibility and requires a level of personal, moral and financial commitment. The following list is a guideline designed to inform the candidate of the minimum responsibilities required when he /she agree to serve, asserting that he /she will:

- Read the charter so I can effectively ensure that it is being followed.
- Focus on the development of policies that insure the goals and objectives of the charter are being met.
- Exercise all duties and responsibilities of this office with integrity, spirit of cooperation and the schools best interest at heart
- Participate in self-assessment of the Governing Council and abide by the results.
- Set as my priority attending all Governing Council meetings, board development workshops and other educational venues that will improve my ability to govern.
- Represent RJBA and the policies developed by the Governing Council in a positive and supportive manner at all times, in all places and in my actions.
- Understand that I am an ambassador in the community for RJBA and as such I will be available to educate and inform.
- Come prepared to contribute to the discussion and business to be addressed at the scheduled meetings and I will expect the staff to provide me with the information necessary to do perform this effectively.
- Agree to act as a liaison for at least one standing committee. Liaisons will insure the committee understands its tasks and has reasonable timelines and goals. The liaison will bring progress reports to the Governing Council at scheduled meetings.
- Refrain from intruding in the administrative issues that are the responsibility of the RJBA staff in the capacity of a Governing Council member.
- Support and attend special events relating the school.
- Make a personal contribution of time , expertise and financial resources as generous a manner as possible and I will actively participate in all development activities as appropriate.
- Agree to avoid conflicts of interests with both my personal and business life and reveal them when they arise and refrain from voting if necessary.
- Understand that if I cannot fulfill my responsibilities that I can be removed from the Governing Council.

## **CERTIFICATION**

The fore going By-laws of the Governing Council of RJBA were adopted by the Governing Council of the school at a duly called meeting on September 26, 2013, at which a quorum was present.

Vice-President: Art J. Marshall

Date: 09/26/2013

### **Attest:**

Secretary: Terry Locke





*A Free Public Charter School*

*Located in Albuquerque, New Mexico*

*Employee Policy Handbook*

Effective Date  
September 2013

# Ralph J. Bunche Academy

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## **Ralph J. Bunche Academy**

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### **POLICY**

### **EFFECTIVE DATE:**

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# Ralph J. Bunche Academy

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## 1.02 EMPLOYEE WELCOME MESSAGE

Welcome!

On behalf of your colleagues, I welcome you to the Ralph J. Bunche Academy (RJBA) and wish you every success here.

We believe that each employee contributes directly to RJBA's growth and success, and we hope you will take pride in being a member of our team.

This handbook was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Read the handbook now and keep it in a convenient place. You will want to refer to your handbook when you have questions about school policies and benefits. However, this document is informational only; it is not an attempt to provide a complete reference to the law, employee rights, state or federal law, or the regulations of the New Mexico Public Education Department (NMPED). If specific questions arise, we urge you to discuss those inquiries with the Principal or his/her designee.

RJBA, as all charter schools in New Mexico, is subject to the provisions contained in both federal law and certain laws of the State of New Mexico. Charter schools are bound by the same New Mexico health and safety, civil rights and student assessment requirements as other public schools. Additionally, RJBA is subject to the requirements of the compulsory education law and student performance standards adopted by the NMPED. From time to time the need will arise for this school to amend modify, rescind, delete, supplement or add to the provisions of this handbook as law and regulations dictate. In addition, administrative policies may be made by the Governing Council of RJBA. As a RJBA employee you are bound by these policies. Every effort will be made to keep you informed of all changes to law, regulation and policy. The Principal will attempt to provide you with notification of any other changes as they occur.

This handbook is a tool to help promote a cooperative and healthy atmosphere. It sets forth certain policies relative to hours, wages, and conditions of employment. Further, this manual and the policies and procedures set forth herein are not intended to create or constitute a contract between you and the School or Governing Council.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Sincerely,

Penne L. Wilson PhD  
Principal

## **1.03 ORGANIZATION DESCRIPTION**

### **I. Who we are**

RJBA is made up of a group of individuals committed to providing quality educational experiences for students. The RJBA pedagogical method is grounded in the belief that each student is a knowledge explorer guided by instructors or knowledgeable facilitators that encourage discovery through inquiry and interdisciplinary project-based methods enable by technological tools. Our goal is to equip and embolden our students to see themselves as we see them by employing an Afrocentric perspective education; thereby, helping them understand that the teacher they have been waiting for exists within themselves.

### **II. Facilities and Location**

Ralph J. Bunche Academy's facility is located at 230 Truman St. NE, Albuquerque, Bernalillo County, New Mexico. With the Sandia Mountains serving as a dramatic backdrop, RJBA's beautiful exterior views complement the internal vision of the Charter School, its professional and non-professional staff, its students and their families, and the community it serves.

### **III. History of Ralph J. Bunche Academy**

As the Charter School movement matured in the Albuquerque area, a number of the people in the community began to meet to discuss the viability of a K-8 school that would meet the needs of the African American Community. Individuals from the University of New Mexico, Black churches, the Albuquerque Academy, Parents, and community members began to discuss how a school with an Afro-centric focus would function. The work of this committee resulted in the development of the charter for Ralph J Bunche Academy.

Over the first seven years of its development RJBA has succeeded in developing a series of interdisciplinary projects, has acquired state of the art technology, and has begun to build an extended learning community committed to the education of all children but especially those who may need support through differentiated and individualized learning methods. Its Afrocentric focus has provided children with a strong sense of self and an enlightened perspective of the world around them.

### **IV. Organizational Structure**

A public school covered by federal and state laws and NMPED regulations, Ralph J. Bunche Academy is directed by a Governing Council of five to seven members of the community which governs the operation of the school. The Principal of RJBA, hired by the Council, manages and directs its day to day operational activities and reports directly to the Council.

An Organizational Chart appears at the end of this section of the handbook.

### **V. Our Mission Statement:**

## Ralph J. Bunche Academy

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**VISION:** Ralph J. Bunche Academy will proudly produce leaders nurtured in excellence, rooted in tradition.

**MISSION:** Ralph J. Bunche Academy uses technology infused, Afrocentric, project-based learning experiences to provide a positive learning environment for students of diverse multi-cultural backgrounds who may be economically disenfranchised and who lack the opportunity to learn in order to help them reach established proficiency levels.

### VI. Our Values

Ralph J. Bunche Academy values the ability to provide:

- A pupil to teacher ratio of 15 to one or less.
- Mentoring for all students.
- A safe and consistent place to learn.
- Collaboration with our community and community agencies.
- An innovative non-traditional curriculum, schedule, and teaching strategy responsive to real student needs.
- Reinforcement of each student's self-worth, through participatory "ownership" in RJBA curriculum and experience; and
- A curriculum that is asset driven because the students' community and family are valued; and the students' heritage, culture, and neighborhood are valued.

### VII. Goals

The goals of Ralph J. Bunche Academy are stated in the School's approved Charter document, which is available for your review from School Administration. Some of the goals stated in the Charter are:

1. We will provide an environment in which children can meet their identified potentials through the consistent reinforcement of comprehensive, articulate standards for learning and behavior. The experiences that are designed by teachers will meet or exceed the criteria established by National Core Standards and the Standards and Benchmarks of the State of New Mexico.
2. The academy will use instructional design methods to develop a curriculum and a set of teaching methodologies founded in the constructivist school of learning that will use technologies to create meaningful learning environments which according to Jonassen, Howland, Moore & Marra, 2001 are "active, constructive, intentional, authentic, and cooperative" (p. 6). RJBA will also incorporate the research and concepts of the "New Taxonomy of Educational Objectives" as articulated by Marzano, 2001, that describes a single taxonomy for learning which incorporates both the affective and cognitive domains. RJBA will provide a variety of teaching methods dependent upon the identified learning objectives identified for each child, but will focus on experiential learning as described by Rogers 1969, and the social construction of knowledge as articulated by

## Ralph J. Bunche Academy

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Vygotsky 1978, and Duffy and Cunningham 1996. The focus in this school will be the use of technology and the minimal use of textbooks. Current research is being done by the board of RJBA into school models that are currently being piloted around the U.S. that are totally technology based.

3. Evaluation: RJBA will engage in a continuous improvement process which includes the State of New Mexico mandated testing, but that will also include a comprehensive evaluation, which will include parents, students, teachers, staff and community. The purpose will be to determine the effectiveness of the school in meeting the goal of providing a meaningful learning environment which allows each child to meet his or her potential. Based on the annual pretesting and terminal outcomes for each child based on personal and family goals, an individual learning plan will be established for each child.
4. RJBA will also meet all of the requirements for providing an annual report card of the school to the State of New Mexico using the required format.
  - a. RJBA will provide a continuum for a diverse community of students in grades K-8 in using technology based, experiential education built around thematic units following best practices in an encouraging, supportive, structured environment.
5. RJBA will establish an assessment program based on what students have learned and mastered. This assessment program is linked to the curriculum and aligned with standards and learning objectives for each course. These standards are primarily derived from the school mission and the Common Core State Standards and the New Mexico Content Standards and Benchmarks. RJBA will use standards-based assessments that will require students to demonstrate a broad range of problem-solving, and process based skills. The RJBA comprehensive assessment system will include:
  - Anecdotal Information
  - Standardized Testing
  - Portfolios and Exhibitions
  - Observations
  - Teacher-Made Tests
  - Checklists and Rubrics
  - Performances
  - Adaptive Testing
6. Student's performance will be assessed on an ongoing basis through teacher, peer, and self-assessment. As required by the NMPED's Standards for Excellence, the NMSBA (Standards Based Assessment) will be administered annually at grades three through eight. Short cycle assessments including Dibels and MAP (NWEA) will also be used to determine student progress towards proficiency and to guide classroom instruction. All goals and objectives and student performance standards will be translated into student-centered objectives that are measurable.
7. Student performance will be graded on a Mastered, Adequate, Inadequate, and Not Introduced basis for grades K-5, while grades 6-8 will be graded based on the percentage of material that has been mastered. This structure requires students to *master* the learning



## **Ralph J. Bunche Academy**

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objectives in each content area before moving on to new content. Mastery Learning ensures that students meet a pre-established set of performance criteria that demonstrates critical thinking capabilities, subject matter expertise, and mastery of basic skills associated with the course requirements. Report cards will be provided to students and parents on a quarterly basis with progress reports to be provided tri-weekly.

RJBA will download the ADS manual from the PED website and will collect and report data use that data to create the schools EPSS Goals. RJBA will create and design a school web page that will be accessible to the public and will have important information regarding the operation of the school. RJBA will also use this website as a way to introduce the public to the staff at RJBA and to demonstrate student learning.

### 1.04 INTRODUCTORY STATEMENT

This handbook is designed to acquaint you with Ralph J. Bunche Academy and to provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. Other policies may apply. These policies and procedures supersede all prior editions of the handbook.. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by RJBA to benefit employees. Our objective is to provide a work environment that is conducive to both personal and professional growth.

These policies are intended to be guidelines rather than expressed or implied contracts with employees. No employee handbook can anticipate every circumstance or question about policy. As RJBA continues to grow, the need may arise, and the Governing Council reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. Employees will be notified of such changes to the handbook as they occur.

No one other than the Principal and the RJBA Governing Council, referred to throughout this document as RJBA, has the authority to enter into any agreement, oral or written, with any individual, for employment for any specified period of time. Any such agreement with the Principal or RJBA Governing Council must be an individual agreement in writing and signed by you and the appropriate executing parties. No one has the authority to make verbal statements of any kind which are legally binding on Ralph J. Bunche Academy.

**THE POLICIES IN THIS HANDBOOK ARE GUIDELINES, ARE NOT EXPRESSED OR IMPLIED CONTRACTS WITH EMPLOYEES, AND DO NOT CREATE CONTRACTUAL OBLIGATIONS OF ANY KIND BETWEEN RJBA AND ANY OF ITS EMPLOYEES. ADDITIONALLY, THIS HANDBOOK IS NOT TO BE CONSTRUED BY AN EMPLOYEE AS CONTAINING BINDING TERMS AND CONDITIONS OF EMPLOYMENT. RJBA RETAINS THE RIGHT TO TERMINATE ANY EMPLOYEE, AT ANY TIME, CONSISTENT WITH NEW MEXICO LAW AND THE NEW MEXICO SCHOOL PERSONNEL ACT.**

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### 1.05 EMPLOYEE ACKNOWLEDGEMENT FORM

Effective Date: September 2013

The employee handbook describes important information about Ralph J. Bunche Academy, and I understand that I should consult the Principal or the Principal's designee regarding any questions that I have that are not answered in the handbook. I have entered into my employment relationship with the Ralph J. Bunche Academy voluntarily and acknowledge that there is no specified length of employment, unless pursuant to a specific written and executed contractual agreement. Accordingly, absent such specific written and executed contractual agreement, either RJBA or I can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state laws, including the New Mexico School Personnel Act.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Governing Council has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. My signature below confirms that I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

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EMPLOYEE'S NAME (printed)

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EMPLOYEE'S SIGNATURE

DATE: \_\_\_\_\_

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PRINCIPAL/DESIGNEE

DATE RECEIVED: \_\_\_\_\_

### **1.06 STUDENTS, FAMILIES, AND COMMUNITY RELATIONS**

RJBA students, their families, and the community are among our organization's most valuable assets and are partners in our quest for quality. Every employee represents RJBA to our community and to the public. The way we perform our jobs presents an image of our entire organization. Our students and their families, the Governing Council, and the community judge all of us by how they are treated with each employee contact. Our personal contact with the public, our manners on the telephone, and the communications we send are a reflection not only of ourselves, but also of the professionalism of RJBA. Positive relations not only enhance the public's perception of RJBA, but also reflect the values and mission of the organization and its employees. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to each person with whom you meet as you perform all aspects of your position.

Individuals who wish to lodge specific comments or complaints concerning RJBA or its employees should be directed to the Principal or the Governing Council for appropriate action. See Section 8.11.

## **2. EMPLOYMENT**

Effective Date: August 1, 2012

### **2.01 NATURE OF EMPLOYMENT**

Where applicable, both RJBA and employed parties must abide by contractual agreements and policies in ways that ensure that rights, obligations, and contracts have not been violated.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between RJBA and any of its employees. The provisions of the handbook have been developed at the discretion of the Governing Council and may be amended or cancelled at any time. However, such decisions and revisions shall be made and announced at an open meeting of the Governing Council.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the Governing Council.

### **2.02 EMPLOYEE RELATIONS**

RJBA believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are encouraged to voice these concerns openly and directly to the Principal or the Governing Council.

See Section 8.11.

### **2.03 EQUAL EMPLOYMENT OPPORTUNITY**

Ralph J. Bunche Academy is an equal opportunity employer committed to maintaining a non-discriminatory, diverse work environment. RJBA does not unlawfully discriminate against any person on the basis of race, color, religious creed, age, sex, national origin or ancestry, mental or physical disability, medical condition, status as a Vietnam-Era or disabled veteran status, military service, sexual orientation, spousal affiliation, marital status, gender identity or any other basis protected by federal, state or local law. This policy covers all programs, services, policies, and procedures of RJBA. Employment decisions at RJBA will be based on merit, qualifications, and abilities.

In accordance with the Americans with Disabilities Act (ADA), as amended, RJBA does not discriminate against any "qualified individuals with a disability." Individuals qualify for employment if they meet the educational, skills, and experience requirements of a position and can perform the essential functions of the job with or without a reasonable accommodation. Individuals have a disability if they have an impairment that impacts a major life function such as caring for one's self, performing manual tasks, walking, hearing, seeing, speaking, breathing, learning, or if the impairment otherwise impacts an

individual's ability to perform a class of jobs or broad range of jobs. Psychological impairments, learning disabilities, and some chronic health impairments, such as epilepsy, diabetes, arthritis, cancer, cardiac problems, and AIDS may also be considered disabilities.

RJBA is committed to diversity and nondiscrimination and supports the full employment of qualified individuals with disabilities in its workforce. Therefore, a process has been established to assist employees with disabilities in reasonably modifying the work environment to allow the employee to perform the essential functions of his or her job. It is the responsibility of the employee to request an accommodation of his or her physical or mental disability by contacting the Head Administrator. In accordance with the ADA, RJBA will take such requests seriously and will promptly determine whether the employee is a qualified individual with a disability and whether a reasonable accommodation exists which would allow the employee to perform the essential functions of the job without imposing an undue hardship on RJBA or other employees. If you believe that you have been unlawfully discriminated against because of a disability, you should discuss the matter with the Head Administrator or the Human Resources Manager and/or follow the grievance/complaint procedure described in Sections \_8.03\_ below.

RJBA will base employment decisions on principles of equal employment opportunity with the intent of furthering RJBA's general goals expressed in its Mission. This policy governs all aspects of employment at RJBA including hiring, assignments, training, promotion, upgrading, demotion, downgrading, transfer, layoff, termination, compensation, employee benefits, discipline and other terms and conditions of employment.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of the Principal or Governing Council. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination or discharge. (See also Sections 8.03, 8.11.)

### **2.04 BUSINESS/PROFESSIONAL ETHICS AND CONDUCT**

The successful operation and reputation of Ralph J. Bunche Academy is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of professional conduct and personal integrity.

The continued success of RJBA is dependent upon our community's trust, and we are dedicated to preserving that trust. Employees owe a duty to RJBA, its students and their families, their fellow employees, and the community to act in a way that will merit the continued trust and confidence of the public.

Ralph J. Bunche Academy will comply with all applicable laws and regulations and expects its directors, managers, professional staff, certified and non-certified employees to conduct

themselves in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

Educators must comply with the NMPED's Code of Ethics and Standards of Professional Conduct. In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. Should a situation arise where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the Principal or the Governing Council for advice and consultation, following specified procedures.

Compliance with this policy of ethical conduct is the responsibility of every RJBA employee. Disregarding or failing to comply with this standard of ethics and conduct could lead to disciplinary action, up to and including possible discharge or termination of employment, and/or reporting of the employee to the NMPED. (See 8.11)

### **2.05 PERSONAL RELATIONSHIPS IN THE WORKPLACE**

The employment of relatives or individuals involved in a dating or other romantic relationship in the same area of an organization may cause serious conflicts and problems with employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage, including but not limited to a spouse, child, step-child, father, mother, brother, sister, first cousin, aunt, uncle, nephew, niece, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-brother, step-sister, half-brother, and half sister.

A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual "romantic" or sexual relationship. This policy applies to all employees without regard to the gender or sexual orientation of the individuals involved.

Relatives of current employees may not occupy a position that will be working directly for or supervising their relative. Individuals involved in a dating relationship with a current employee may also not occupy a position that will be working directly for or supervising the employee with whom they are involved in a dating relationship. RJBA also reserves the right to take prompt action if an actual or potential conflict of interest arises involving relatives or individuals involved in a dating relationship who occupy positions at any level (higher or lower) in the same line of authority that may affect the review of employment decisions.

If a relative relationship or dating relationship is established after employment between employees who are in a reporting situation described above, it is the responsibility and obligation of the supervisor involved in the relationship to disclose the existence of the relationship to the Principal, who will determine the course of action.

In cases where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment if feasible or, in some cases, terminated from employment if appropriate. Employees in a close personal relationship should refrain from public workplace displays of affection or excessive personal conversation, and should not bring personal issues/disputes into the workplace.

### **2.06 CONFLICTS OF INTEREST**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which Ralph J. Bunche Academy wishes to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Principal or Principal's designee for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established by law and controlled by the administrative/executive level of RJBA. Business and contractual dealings with outside firms and individuals must comply with the New Mexico Procurement Code. No employee other than those specifically authorized by the Governing Council may bind or purport to bind RJBA to a business or contractual arrangement.

An actual or potential conflict of interest occurs when an employee is in a position to make or influence a decision that may result in a personal or financial gain for that employee or for a relative as a result of RJBA's business dealings. For the purposes of this policy, employees and Governing Council members are prohibited from participating directly or indirectly in school procurement without full disclosure to the Governing Council when the individual knows that he/she or any member of the employee's relative has a financial interest in the transaction. For more information, see the Governing Council's Conflict of Interest policy and Section 22-8B-5.2 of the New Mexico Charter Schools Act.

It is imperative that employees disclose the existence of any actual or potential conflict of interest to the Principal or Principal's designee as soon as possible so that safeguards can be established to protect all parties. The Governing Council is responsible for making any decisions about the possible contract, and will err on the side of caution in its determination of whether there is a conflict of interest.

In addition, this policy prohibits an employee of RJBA who is participating directly or indirectly with the procurement process to become, or to be, the employee of any person or business contracting with RJBA while employed with the school.

**Prohibited Sales by School Personnel:** Employees of the school shall not directly or indirectly, sell or be a party to any transaction to sell or receive any commission or profit from any contract for sale any instructional material, furniture, equipment, insurance, school supplies to RJBA. This provision shall not apply in cases in which school employee contracts to perform special services with the school with which they are



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associated or employed during time periods wherein service is not required under a contract for instruction, administration or other employment. No employee of the school shall solicit or sell or be the party to a transaction to solicit or sell insurance or investment securities to any employee of the school. Violation of the prohibited sales provisions may constitute a fourth degree felony. In addition, the PED may suspend or revoke the licensure of a licensed school employee for acting contrary to this provision.

### **2.07 OUTSIDE EMPLOYMENT**

RJBA recognizes that many employees are employed outside their professional relationship with RJBA (e.g., music instructors with private music students or positions with an orchestra). Employees who hold outside jobs are encouraged to notify the Principal as soon as possible. Outside employment is not prohibited by RJBA, but employees may do so only as long as they are able to devote the time and attention required for their job with RJBA and meet the performance standards of their job with RJBA. All employees will be judged by the same performance standards and will be subject to RJBA's scheduling demands, regardless of any existing outside work requirements.

If Ralph J. Bunche Academy determines that an employee's outside work interferes with performance or the ability to meet the requirements of RJBA as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with RJBA.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside RJBA for materials produced or services rendered while performing their jobs with RJBA. Employees in violation of conflict of interest policies will be subject to disciplinary action, up to and including discharge or termination of employment. (See 8.11)

### **2.08 NON-DISCLOSURE**

#### **CONFIDENTIAL INFORMATION**

RJBA employees will not, in any way, release any information about the School, its activities, or the activities of personnel or its students except: (1) as normally required by their duties at the school, (2) expressly permitted by the Principal, and (3) in conformity with the requirements of applicable freedom of information laws, the Family Educational Records and Privacy Act, the Health Insurance Portability and Accountability Act, the Inspection of Public Records Act, and any other applicable federal, state, or local law or regulation. Requests for such information by students, parents, or the public must be immediately referred to the Principal.

No employee will publish, disclose, use, or authorize anyone else to publish, disclose, use, or in any way cause to be published, disclosed, or used, any private or proprietary information. Proprietary information means any information that the employee has, in any way, acquired, learned, developed, or created by reason of employment with the School. Only the Principal may authorize disclosures. Such authorization will be explicit and documented. Refer all requests for disclosure to the Principal.

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This policy reiterates the need for confidentiality in all aspects of employment at RJBA. During employment at the School, employees may learn or work with and be entrusted with confidential and/or privileged information about fellow employees, administrators, parents, students or applicants. All employees must exercise the highest degree of care not to disclose any such information, even inadvertently, to any unauthorized person in or outside of RJBA. Employees may not disclose any confidential or privileged information except to persons specifically designated in advance and in writing by the Principal. Refer all requests for information to the Principal immediately. Confidential information includes but is not limited to:

- Student records/educational records
- Financial information
- Personnel records
- Payroll records
- Computer programs, codes, processes and passwords
- Personal information regarding school parents and students
- Health information

Employees are further prohibited from using confidential information acquired by virtue of their associations with RJBA for their individual or another's private gain. No person shall sell or use student, faculty or staff lists with personal identifying information obtained from RJBA for the purpose of marketing goods or services directly to students, faculty or staff or their families by means of telephone or mail. The exceptions to this provision are when a parent or a student authorizes the release of the students personal identifying information in writing to the public school or local school district, or for "legitimate educational purposes". See the Principal with questions about permissible uses of parent/student/staff mailing/email lists.

Any employee who believes confidential information must be disclosed to a third must consult with the Principal and obtain specific authorization prior to the disclosure. **There is no excuse for the unauthorized disclosure or unauthorized use of confidential information. Failure to follow this policy will result in disciplinary action. Your obligations under this policy continue after your termination of employment.**

### EMPLOYEE REFERENCES

All written or telephone requests for business references, whether addressed to an individual or RJBA, will be referred to the Principal (or designee) for reply. All information released on employees must be in writing, with a copy retained in the employee's personnel record. Without an employee's prior written authorization or release, the Principal (or designee) will only confirm that the employee works or has worked at RJBA.

### EMPLOYEE REQUESTED CREDIT CHECKS

All requests for business credit checks (salary confirmation) will be referred to the Principal (or designee) for reply when written authorization from the employee has been obtained. Replies to telephone requests for salary confirmation will be limited to confirming title, salary, dates of employment and employment status.

### **GOVERNMENT INQUIRIES**

The School will respond to all requests for information ordered by a court or administrative agency including information sought by subpoena.

### **2.09 DISABILITY ACCOMMODATION**

RJBA complies with the Americans with Disabilities Act (ADA), a civil rights law prohibiting discrimination on the basis of disability in private and public organizations employing 15 or more employees. ADA gives protections to individuals similar to those provided by law on the basis of race, color, sex, national origin, age and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

#### **Who qualifies:**

The parameters of the ADA are defined in the Act and the School will act in accordance with the ADA's provisions, as amended from time to time. In general, a person has a "disability" if he/she has a physical or mental impairment that substantially limits a major life activity. One may also be protected if he/she has a record of having a substantial (as opposed to a minor) impairment, or is *perceived* to have a substantial impairment. A substantial impairment is one that significantly limits or restricts a major life activity including: hearing, seeing, speaking, breathing, performing manual tasks, walking, learning, working, or caring for oneself. An employer may not discriminate against an applicant or employee, whether disabled or not, because of an individual's relationship or association with an individual with a disability.

#### **Reasonable accommodations:**

RJBA, whenever possible, will provide a reasonable accommodation to persons with a disability. Disabled employees should make a written request for an accommodation where their physical or mental disability would prevent them from performing an essential function of their job. Written requests must be accompanied by documentation of the claimed disability and must be submitted to the Principal (or designee). RJBA may request additional documentation to evaluate a claimed disability, including medical and psychological and/or psychiatric records. Every accommodations request will be documented by the Principal. A copy of a request will be filed as a confidential record and will be kept separate from the employee personnel file. No disability records will be kept in personnel files. The Principal and Governing Council will make a timely formal response to a complete accommodations request. The employee making the request will, on one or more occasions, be asked to meet with the Principal to discuss what accommodations may, or should be, considered. Medical certification of the disability may be also be requested. Whatever is decided during this interactive process will be documented.

#### **Retaliation:**

RJBA cannot and will not retaliate or tolerate retaliation against a job applicant or employee for asserting his/her rights under the Americans with Disabilities Act or other applicable laws protecting individuals with disabilities.

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To the extent that anything in the ADA differs from these provisions, the ADA's provisions will control. Consult the Principal if you have questions about the ADA.

### **2.10 JOB POSTING AND EMPLOYEE REFERRALS**

Job openings will be posted and normally remain open for 10 working days. Each job posting notice will include the dates of the posting period, job title, location, grade level, job summary, essential duties, and qualifications (required skills and abilities).

Ralph J. Bunche Academy provides employees an opportunity to indicate their interest in open positions and to advance within the organization according to their skills and experience. To be eligible to apply for a posted job, employees must have performed competently for at least six months in their current position. Employees who have a written warning on file, or are on probation or suspension are not eligible to apply for posted jobs. Eligible employees can only apply for those posted jobs for which they possess the required skills, competencies, and qualifications. (See 3.9.)

Job posting is a way to inform employees of openings and to identify qualified and interested applicants. Other recruiting sources may also be used to fill open positions in the best interest of the RJBA.

Governing Council members and relatives of Governing Council members are ineligible for employment at RJBA. Relatives of the Principal may not be employed at RJBA unless the Governing Council has specifically waived the anti-nepotism provisions of the Charter Schools Act via resolution.

### **2.11 ENTERTAINMENT OR GIFTS**

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.

Ralph J. Bunche Academy considers it a conflict of interest for an employee to accept gifts or entertainment from a student, or a student's parents of more than \$20.00 in value without the prior written approval of the Principal. RJBA employees shall not accept gifts or entertainment from a vendor.

### **2.12 EMPLOYEE BACKGROUND CHECKS**

RJBA shall conduct appropriate, legally permissible and mandated state and federal criminal records inquiries into the background of all School personnel, School contractors, and volunteers who have unsupervised access to students. All requests for background checks must be submitted within one (1) week after commencement of employment of those persons who, following receipt of a background check clearance, will have direct, unsupervised contact with children. An individual will not be eligible for continued employment if a required background check reveals disqualifying information.

In situations where requests for State and Federal Criminal Records Checks have been submitted, but reports have not yet been received by RJBA, employees who are providing service to or for the benefit of children must be under the direct, physical supervision of an RJBA employee who has received the mandated Federal Criminal Records Check Clearance. The only exception to this requirement of direct supervision is where a new employee has been a resident of the State of New Mexico for no less than five (5) contiguous years immediately preceding the commencement of employment and has received a background clearance (meaning a “negative” criminal records check) from State and local law enforcement agencies pursuant to a request from RJBA.

An applicant for employment who has been initially licensed within twenty-four (24) months of applying for employment with a local school board, regional education cooperative or another charter school will not be required to submit to another background check if the New Mexico Public Education Department (“NMPED”) or previous employer has copies of his/her federal bureau of investigation records on file and the employee provides a copy of the background clearance prior to beginning work. Alternatively, if advised by the applicant that such records exist, the School may request the NMPED, upon authorization of the applicant, to release copies of federal bureau of investigation records that are on file with the NMPED as long as the records are not more than twenty-four (24) months old.

Convictions of felonies or misdemeanors contained in the federal bureau of investigation record will be used in accordance with the Criminal Offender Employment Act provided that other information contained in the federal bureau of investigation record, if supported by independent evidence, may be grounds for employment decisions based on just cause. Records and related information will be privileged and will not be disclosed to a person not directly involved in the employment decision affecting the specific applicant who has been offered employment,

Employees are required to pay for all costs associated with providing the required background check. A copy of each employee’s criminal records check clearance letter will be maintained in the employee’s personnel file.

### **2.13 Communicable Diseases/Wellness Policy**

The health and safety of the students and employees of the school are primary concerns, and it is necessary, therefore, to adopt a policy governing the manner in which the School’s Governing Council and the administration address such concerns when a current or potential employee is infected with a communicable disease. While designed to protect students and employees, this policy also protects the legitimate interests and rights of employees or potential employees having a communicable disease or are carriers of a communicable disease. Employees with a communicable disease or who carry a communicable disease will be permitted to retain their positions, whenever, after reasonable accommodations and without undue hardship, there is no risk of transmission of the disease to others, provided an employee is able to continue to perform the essential functions of the position, subject to State and federal public health laws and regulations.

Any decision affecting the employment, continued employment, or suspension from duty will be based upon competent medical advice and will balance the rights of the infected individual against the legitimate interest of the RJBA in protecting the health and safety of the students and remaining employees. Such decisions shall be made in accordance with the provisions of this policy, applicable laws and regulations, and RJBA administrative procedures. Applicants for RJBA employment who are carriers of or who have a communicable disease are obligated to disclose that fact before being employed. Current employees who are carriers of or who have a communicable disease are obligated to disclose that fact to their immediate supervisor as soon as the employee is aware of the condition. RJBA will not require mandatory testing or screening of individuals for communicable diseases as a condition of employment, either initially or annually, however, if RJBA authorities have reasonable cause to believe that an employee has or is a carrier of a communicable disease, such individual may be required to submit to an appropriate medical examination at the expense of the school.

- **Voluntary Absence:** Employees may voluntarily choose to absent themselves from their position using the School's other employment policies including sick leave or any other appropriate leaves for any period during which the employee's condition is infectious and/or communicable, provided that such absence is supported by a competent medical professional. Employees who have or are carriers of communicable diseases and who have not voluntarily absented themselves from their duties will have their employment situation reviewed by a Review Team consisting of:
  - the employee's physician
  - a physician selected by the charter school
  - the employee
  - the employee's immediate supervisor; and
  - the Principal or the Principal's designee

The Review Team will make a recommendation to the Principal for employment or placement action. The Principal shall develop and implement administrative procedures for administering this policy.

**Medical Examinations:** If at any time there is a question as to the ability of a school employee to perform essential job-related functions, the school may require a complete medical examination by a school appointed physician at the expense of the school. Such action may be taken to protect the health and safety of the employee, other employees or the students while at the same time protecting the legitimate rights and interests of the employee. Such a medical examination will be considered job-related and consistent with business necessity, and therefore permissible, in the following situations:

- When an employee wishes to return to work following an absence due to illness or injury. An examination may be conducted to determine if the employee, with reasonable accommodation, can safely and effectively perform the essential functions of the job.
- In conjunction with FMLA leave. See Section 7.1 below.
- When an employee requests an accommodation. If an employee requests an accommodation on the basis of a claimed disability, an examination may be

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conducted to determine if the employee is an "individual with a disability" to whom a duty of accommodation is owed and, if so, to help identify potential accommodations.

- When an employee is having difficulty performing the assigned job effectively, the school may require the employee to undergo a medical examination to determine if the performance problems are a result of an underlying medical condition.
- When the examination is required by law, medical examinations or monitoring are required under certain circumstances by regulations issued by the Department of Transportation and the Occupational Safety and Health Administration.

The school may conduct voluntary medical examinations as part of an employee health or wellness program. All information obtained through medical inquiries or examinations must be treated as confidential. Thus, medical information must be kept in a confidential file, separate from other personnel information about the employee. The Principal shall develop and implement administrative procedures as necessary to administer this policy

**Universal Precautions:** The school shall follow the "Universal Precautions Standard" available in the front office to protect employees who are at risk of being exposed to blood and body fluids in the course of their work.

**Food Service Workers:** The school shall follow the guidance of the U.S. Department of Health and Human Services concerning infectious and communicable diseases transmitted through the handling of food, and special precautions required for food services workers.

### 3. EMPLOYMENT STATUS AND RECORDS

#### 3.01 EMPLOYMENT CATEGORIES

It is the intent of Ralph J. Bunche Academy to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate an at-will employment relationship at any time is retained by both the employee and RJBA, subject to the provisions of the New Mexico School Personnel Act.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by RJBA management.

In addition to the above categories, each employee will belong to one other employment category:

**REGULAR FULL-TIME** employees are those who are not in a temporary or introductory status and who are regularly scheduled to work 30 hours per week or more, at least 26 weeks per year. Generally, they are eligible for RJBA's benefit package, subject to the terms, conditions, and limitations of each benefit program. Regular full-time employee status includes:

- Year-round employees
- School term employees
- Yearly contract employees

**PART-TIME** employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than 20 hours per week. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are eligible for all of RJBA's other benefit programs if they work at least 15 hours per week and if the Governing Council continues to vote annually to provide these benefits.

**INTRODUCTORY** employees are those non-contract employees whose performance is being evaluated during their first 90 days to determine whether further employment in a specific position or with RJBA is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification. (See 3.5.)

**TEMPORARY** employees are hired for a specific period of time, or for a particular project, not to exceed three (3) months. Substitute teachers are considered temporary employees. Employees in this category are not eligible for vacation, holiday, or sick pay or other school benefits.

See Policy 3.10 for information on employee contracts.



### **3.02 ACCESS TO PERSONNEL FILES**

Ralph J. Bunche Academy maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of RJBA, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the school who have a legitimate reason to review information in a file are allowed to do so. Employee medical, workers' compensation, health, drug testing and INS (I-9) records will be maintained in an individual employee file separate from the employee's personnel file.

Employees who wish to review their own file should contact the Principal or the Office Manager and schedule a mutually agreeable time to review their files. Employees may review their own personnel files in RJBA's administrative offices and in the presence of an individual appointed to maintain RJBA files or the Principal's designee. Employees who feel that any file material is incomplete, inaccurate or irrelevant may submit a written request to the Principal that documentation to correct such materials be added to personnel files.

### **3.03 EMPLOYMENT REFERENCE CHECKS**

To ensure that individuals who join Ralph J. Bunche Academy are well qualified and have a strong potential to be productive and successful, it is the policy of RJBA to check the employment references of all applicants.

The Principal will respond to all reference check inquiries from other employers. Responses to such inquiries will be limited to factual information that can be substantiated by RJBA's records. Employees who wish specific employment data to be released may notify the Principal in writing.

### **3.04 PERSONNEL DATA CHANGES**

It is the responsibility of each employee to promptly notify Ralph J. Bunche Academy of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify the Administration Office.

### **3.05 INTRODUCTORY PERIOD**

All new and rehired employees who are not under contract and who are not certified employees are on an introductory basis for the first 90 days after their date of hire. This introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The introductory period is an extension of the examining or appointment process, during which a careful review is made to evaluate employee capabilities, work habits, and

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overall performance. This introductory period will serve to evaluate the employee against the standards of conduct and behavior that Ralph J. Bunche Academy demands of all its employees. Either the employee or RJBA may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

Any significant absence that is approved by RJBA will automatically extend an introductory period by the length of the absence. If RJBA determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period at the Principal's discretion.

Upon satisfactory completion of the initial introductory period, background/criminal check, and completion of all necessary forms for employment, employees enter either the regular full-time or part-time employment classification.

During the initial introductory period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. They may also be eligible for other RJBA-provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements and contact the Administrative Office with any questions.

### **3.06 EMPLOYMENT APPLICATIONS**

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

### **3.07 PERFORMANCE EVALUATION**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are annually by School administration and are conducted one week before the end of an employee's initial period in any new position. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

In accordance with the laws of the State of New Mexico and the New Mexico School Personnel Act, each employee of Ralph J. Bunche Academy shall have at least one performance review per contract year, or fiscal year for year-long employees, one of which will be a formal evaluation. The supervisors will provide continual feedback throughout the year through the use of the 3 Minute Walk-Through. The final performance evaluation must be completed 30 days before the end of the contract year or fiscal year.

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All certified employees are required to create a Professional Development Plan and will be evaluated with regard to their job description and in accordance with the policies and procedures of the NMPED.

### **3.08 WAGE SCALE AND CONTRACT POSITIONS**

Ralph J. Bunche Academy maintains wage scales for certified personnel in accordance with the salary schedule approved by the Governing Council and in accordance with New Mexico law as may be amended by the New Mexico Legislature from time to time. New employees shall be appropriately placed on the RJBA wage scale according to training and allowable experience. RJBA reserves the right to adjust wage scales as changing economic circumstances warrant. Other (non-certified) employees will be paid in accordance with approved salary schedules.

Flexibility may be available to provide additional compensation for extra work/duties beyond those in the employee's job description, to help meet essential staffing requirements, subject to Governing Council approval and budget. This additional compensation may be approved where staffing needs are caused by environmental/working conditions and/or higher pay rates for comparable levels of work in the State of New Mexico. Any authorized staffing differentials become changes in basic pay.

### **3.09 ADVANCEMENT/OPEN POSITIONS**

Open positions within the Ralph J. Bunche Academy will be advertised internally in addition to external posting. All regular employees who have completed their introductory period and have been employed by RJBA for at least 6 months are eligible to request consideration for a position that would constitute a growth opportunity.

To apply for an open position, employees should submit an application to the Principal listing job-related skills and accomplishments. It should also describe how their current experience with RJBA and prior work experience and/or education qualify them for the position.

RJBA recognizes the benefit of developmental experiences and encourages employees to talk with their supervisors about their career plans. Supervisors are encouraged to support employees' efforts to gain experience and advance within the organization. When appropriate, an applicant's supervisor may be contacted to verify performance, skills, and attendance. Any staffing limitations or other circumstances that might affect a prospective transfer may also be discussed.

If these employees meet the qualifications for the open position, they will be given preference to interview for the position.

### **3.10 CONTRACTS**

Ralph J. Bunche Academy retains certified employees on a contractual basis. All licensed employees will be employed pursuant to written contracts signed by the Principal (or, in the case of the Principal, by the Governing Council) in accordance with the New Mexico School Personnel Act. RJBA recognizes three types of employee contracts:

- Year-Long Contract -- This contract runs one year from the date of appointment, except for the initial contract, which will terminate on June 30 of the contract year, resulting in any ensuing contracts beginning on July 1 of each succeeding year. Full time, year-long employees will work the normal work year for the contract year (1720 hours).
- School Term Contract -- This contract will be for the school term or that portion remaining of the current school term. A certified employee who is hired after the beginning of the school term will be in pay status beginning with the employee's first day of work through the final day of the contract.
- Short-Term Contract – Short-term contracts may be made when there are circumstances where immediate action is necessary. Short-term contracts will be made in accordance with the following procedures:

The length of the short- term contract will not exceed 60 days.

The short-term contract may be extended only for the duration of the school term or fiscal year.

Except as provided in the New Mexico School Personnel Act, RJBA employees have no right to re-employment at the end of their contract terms and no contract entered into between an employee and RJBA will be construed as an implied promise of continued employment.

### **3.11 NON-RENEWAL OF CONTRACT**

The Principal is vested with the discretion to determine whether to renew year-long contracts and school-term contracts; with regard to the Principal, the Governing Council makes the decision whether to renew his/her contract. A decision by the Principal, in the exercise of his/her discretion, not to renew a year-long contract or a school-term contract is subject to the termination procedures described in the New Mexico School Personnel Act.

### **3.12 REDUCTION IN FORCE (RIF)**

The Governing Council is vested with the discretion to determine the educational program of Ralph J. Bunche Academy. The Governing Council, in its discretion, may revise the educational program or decrease the number of employees of RJBA at any time and is solely vested with the discretion to determine when decreased enrollment, financial exigency or other causes justify a reduction in personnel. An orderly process will be established by the Governing Council to guide such reduction in personnel. The Governing Council shall exercise its discretion in good faith, in accordance with an adopted RIF policy, and determinations that reduction-in-force is necessary shall be based on bona fide educational considerations. A reduction in force carried out pursuant to the RJBA reduction –in-force policy is just cause for termination or discharge.

### 3.13 FURLOUGHES

If employee furloughs are deemed necessary by the Governing Council, they will be implemented in accordance with a Furlough Policy and Procedure adopted by the Governing Council.

### 4. EMPLOYEE BENEFIT PROGRAMS

#### 4.01 EMPLOYEE BENEFITS

Eligible employees at Ralph J. Bunche Academy are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible.

The following benefit programs are available to eligible employees:

- Annual Leave (Paid Time Off, 4.2)
- Sick Leave Benefits (Paid Time Off, 4.2)
- Holidays(4.4)
- Health and Dental Insurance (4.6)
- Benefits Continuation (COBRA) (4.7)
- Professional Development (4.8)
- Workman's Compensation Insurance (4.9)
- Bereavement Leave (4.10)
- Jury Duty/Witness Leave (4.11, 4.12)
- Life Insurance (4.13)
- Long-term Disability (4.14)
- Retirement Plan (4.15)
- Occupational Disability or Injury Leave (4.16)
- Professional Development Leave (4.17)
- Family Medical Leave (7.1)
- Unpaid Personal Leave (7.2)
- Educational Leave (7.3)
- Military Leave (7.4)

#### 4.02 PAID TIME OFF (ANNUAL LEAVE/SICK LEAVE)

RJBA recognizes that employees have diverse needs for time off from work. RJBA has established this Paid Time Off (PTO) policy to meet your needs. The policy is inclusive, containing provisions for vacation time and sick leave. The benefits of PTO are that it promotes a flexible approach to time off. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, or other needs that require time off from work.

PROCEDURE:

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### Eligibility

PTO accrual begins upon hire or transfer into a benefit-eligible position. Eligible employees must be scheduled to work at least twenty hours per week on a regular basis. Employees working less than 20 hours per week on a regular basis, on-call and temporary employees are not eligible to accrue PTO.

### Availability

PTO accruals are available for use in the pay period following completion of 30 days of employment. All hours thereafter are available for use in the pay period following the pay period in which they are accrued.

### Accrual and Payment of PTO

Accruals are based upon paid hours up to 1720 hours per year, excluding overtime, for 12-month employees; 1472 hours per year for 10-month employees. Employees working less than 40 hours per week and at least 20 hours per week will earn PTO hours on a pro-rated basis, according to the accrual rate per hour. PTO does not accrue on unpaid leaves of absence.

|   |                                 |
|---|---------------------------------|
| 12-month employees (July 01 – June 30): | up to 12 days accrued annually  |
| 10-month employees (i.e., faculty):     | up to 11 days accrued annually* |

\*Annual PTO Accruals are based on an employee having 1720 paid hours per year (40 hours per week) for 12 month employees (based upon 215 working day); 1472 paid hours per year (40 hours per week) for 10 month employees (based upon 180 teaching days plus 4 days to account for in-service, pre start of school preparation and post end of school preparation).

### Use and Scheduling of PTO

Whenever possible, PTO must be scheduled in advance for time off for vacations, personal leave appointments or other foreseeable reasons. PTO availability is subject to supervisory approval, RJBA staffing needs, and established procedures. Unscheduled absences will be monitored. An employee will be counseled when the frequency of unscheduled absences adversely affects RJBA operations. The Principal may request that the employee provide a statement from their health care provider at any time concerning the justification for an unscheduled absence. PTO may not be used for missed time because an employee reports late to work, except during inclement weather. PTO is paid at the employee's straight time rate. PTO is not part of any overtime calculation. Employees are required to use available PTO when taking time off from work with the exception of a school-required absence due to low workload or absences occasioned by the school. PTO may be taken in increments as low as one hour. Employees may not borrow against their PTO banks; therefore, no advance leave will be granted. When PTO is used, an employee is required to request payment of PTO hours according to his/her regularly scheduled workday. For example, if an employee works an 8-hour day, he/she would request 8 hours of PTO when taking that day off. Annual PTO may be carried over from year to year up to a total of forty (40) days.

*Eligible employees who anticipate an absence from employment related to the serious health condition of a child, spouse, parent, or themselves, that will extend longer than 11 PTO days*

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*should refer to Sections 7.1, Family Medical Leave (FML), and 4.14, Long-term Disability, in this employee handbook*

### Cash Out

After 1 year of service, employees are eligible to cash out a maximum of 5 days of unused PTO. For leave cash out, eligible employees are required to request the cash out when their employment is terminated. In order to qualify for this benefit, employees must give 30 days' notice of their intent to resign. The benefit will be paid in the next regular pay cycle.

### **4.03 HOLIDAYS**

A list of paid holidays for full-time employees of Ralph J. Bunche Academy will be published at the beginning of each contract year. Full-time, year-long employees have 11 paid holidays per contract year. Typically, RJBA will grant holiday time off to all employees on state or federally recognized holidays listed below:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Spring Break (refer to current school calendar)
- Memorial Day (last Monday in May)
- Independence Day (July 4 – refer to school calendar)
- Labor Day (first Monday in September)
- Fall Break (refer to current school calendar)
- Veterans' Day (November 11)
- Thanksgiving (refer to current school calendar)
- Winter Break (refer to current school calendar)
- Professional Development Days (refer to current school calendar)

In addition, the school will abide by state and local regulations regarding weather make-up days; refer to the current school calendar for information.

RJBA will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- 12-month full-time employees
- 10-month full-time employees

If a recognized holiday falls during an eligible employee's paid absence (such as Paid Time Off), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. However, holiday pay will not be provided while employee is on unpaid leave of absence.



Paid time off for holidays will be not be counted as hours worked for the purposes of determining whether overtime pay is owed.

### **4.04 SICK LEAVE POLICY**

Sick leave benefits fall under the Paid time Off Policy, 4.2.

All eligible employees of Ralph J. Bunche Academy who are unable to report to work due to illness or injury are expected to call the school no later than 7:00 a.m. Failure to give proper notice may result in leave without pay. The school must also be contacted on each additional day of absence. If employees have persistent absences, they will be counseled by the Principal or designee. Before returning to work from a sick leave absence of 5 calendar days or more, an employee may be required to provide a physician's verification that he or she may safely return to work.

*Eligible employees who anticipate an absence from employment related to the serious health condition of a child, spouse, parent, or themselves that will extend longer than 11 days should refer to Sections 7.1, Family Medical Leave (FML), and 4.14, Long-term Disability, in this employee handbook.*

### **4.05 HEALTH AND DENTAL INSURANCE**

Ralph J. Bunche Academy's health insurance plan provides employees access to medical and dental insurance benefits effective according to the conditions of the selected plan. Coverage includes hospital confinement, physician services, prescription drugs, ambulance services, pregnancy, and medical supplies. RJBA contributes to the cost of coverage according to the negotiated agreements each year. Contact the Principal for the current rate of RJBA support.

Employees in the following employment classifications are eligible to participate in the health insurance and dental plan:

- Regular full-time and part time employees who work more than 15 hours per week.

Spouses and/or dependants may be added to this coverage according to the current benefits scale. Eligible employees may participate in the health insurance and dental plan subject to all terms and conditions of the agreement between RJBA and the insurance carriers.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation policy (4.7) for more information.

Details of the health insurance plan are described in the Summary Plan Description (SPD) and information on the dental benefits is included in a dental insurance booklet. An SPD, dental insurance booklet, and information on cost of coverage will be provided in advance of

enrollment to eligible employees. Contact the Administrative Assistant for more information about health insurance benefits.

### **4.06 BENEFITS CONTINUATION (COBRA)**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) amended both the Internal Revenue Code and Employee Retirement Income Security Act (ERISA) to require that group medical insurance plans must provide continuation coverage at group rates to terminated employees, including in cases of: voluntary or involuntary termination other than for gross misconduct, and reduction in the number of hours of employment. Spouses, dependent children and retirees may also receive COBRA coverage.

CCS provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under RJBA's health insurance plan. The notice contains important information about the employee's rights and obligations. RJBA abides by all federal regulations regarding COBRA.

### **4.07 WORKERS' COMPENSATION INSURANCE**

Ralph J. Bunche Academy provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither RJBA nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by RJBA. Nor shall RJBA or the insurance carrier be liable for payment of workers' compensation in the event that the injury to the employee was occasioned by the intoxication and/or impairment of the employee or willfully suffered by the employee or intentionally inflicted by the employee.

#### *Workers' Compensation Recipients*

The provision for substituting an employee's paid leave as detailed in the FML policy (7.1) does not apply to a workers' compensation absence. However, RJBA may not deny use of accrued paid leave to an employee who is on FML leave and receiving workers' compensation benefits.

### **4.08 BEREAVEMENT LEAVE**

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. Employees may use PTO benefits or apply to use unpaid time off to attend the funeral and make any necessary arrangements associated with the death.

Ralph J. Bunche Academy defines "immediate family" as the employee's spouse, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; in-laws; grandparents or grandchildren. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

### **4.09 JURY DUTY**

Ralph J. Bunche Academy encourages employees to fulfill their civic responsibilities by serving jury duty when required. Full- and part-time employees will receive their normal pay, less all amounts paid by the courts, for days or partial days for which an employee is required to report for jury duty.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. In order to receive compensation for jury duty leave, the employee must provide documentation from the respective court as to the amounts paid for jury service; failure to timely provide this information may result in a delay of payment. Of course, employees are expected to report for work whenever the court schedule permits, or when they are excused from jury duty.

RJBA will continue to provide health insurance benefits for the full term of the jury duty absence.

Vacation, PTO, and holiday benefits will continue to accrue during jury duty leave.

### **4.10 WITNESS DUTY**

Ralph J. Bunche Academy encourages employees to appear in court for witness duty when subpoenaed to do so.

If employees have been subpoenaed or otherwise requested to testify as witnesses by RJBA, they will receive paid time off for the entire period of witness duty.

Employees will be granted a maximum of 4 hours of paid time off to appear in court as a witness at the request of a party other than RJBA. Employees will be paid at their base rate and are free to use available PTO benefits to receive compensation for any period of witness duty absence that would otherwise be unpaid. For paid witness duty calculations, RJBA will deduct from the appropriate paycheck a sum equal to that received by the employee for service to the court, less any mileage received.

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

### **4.12 LIFE INSURANCE**

Life insurance offers you and your family important financial protection. Ralph J. Bunche Academy offers a basic term life insurance plan. Employees may participate in the life insurance plan subject to all terms and conditions of the agreement between RJBA and the insurance carrier.

Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description provided to eligible employees. Contact the Administration Office for more information about life insurance benefits.

### **4.13 LONG-TERM DISABILITY**

Ralph J. Bunche Academy offers a long-term disability (LTD) benefits plan to help eligible employees cope with an illness or injury that results in a long-term absence from employment. LTD is designed to ensure a continuing income for employees who are disabled and unable to work.

Employees in the following employment classifications are eligible to participate in the LTD plan:

- Regular full time employees

Eligible employees may participate in the LTD plan subject to all terms and conditions of the agreement between RJBA and the insurance carrier. Eligible employees may begin LTD coverage after a disability six (6) months.

Details of the LTD benefits plan, including benefit amounts, limitations, and restrictions are described in the Summary Plan Description provided to eligible employees. Contact the Administration Office for more information about LTD benefits.

### **4.14 RETIREMENT PLAN**

Ralph J. Bunche Academy participates in the State of New Mexico Educational Retirement Act (ERA) administered by the Educational Retirement Board (ERB).

Eligible employees participate in the Retirement Plan subject to all terms and conditions of the plan.

Complete details of the ERA can be obtained through the Administration Office or from the New Mexico Educational Retirement Board.

**4.15 OCCUPATIONAL DISABILITY OR INJURY LEAVE**

An employee of Ralph J. Bunche Academy injured in the course of employment will be granted occupational disability or injury leave. Such leave will extend for such time as the employee is unable to return to work, but in no event to extend beyond one month unless expressly authorized by the Principal. During such leave, the school shall pay for up to seven (7) workdays. Thereafter, the workman's compensation insurance shall pay for the employee's disability. Continued payment is based on recommendation from the employee's physician that he/she is still unable to return to work. However, if upon investigation, a determination is made that negligence on the part of the employee contributed to the cause of the accident, no benefits will be paid and any paid benefits must be returned.

### **5. TIMEKEEPING/PAYROLL**

#### **5.01 TIMEKEEPING**

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require Ralph J. Bunche Academy to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including discharge or termination of employment.

#### **5.02 PAYDAYS**

All employees of Ralph J. Bunche Academy are paid Bi-weekly (26 pay periods yearly). Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a day off such as a holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's vacation, the employee should check with the immediate supervisor to arrange for pick-up of the check.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to Ralph J. Bunche Academy. Employees will receive an itemized statement of wages when RJBA makes direct deposits.

Final paychecks will be distributed by the Principal in accordance with applicable state and federal laws.

#### **5.03 EMPLOYMENT TERMINATION**

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Reduction In Force (RIF)

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- Non-Renewal of Year-long Contracts and School-Term Contracts (see §22-10A-22 NMSA 1978, School Personnel Act, Notice of Reemployment; termination).
- Resignation - voluntary employment termination initiated by an employee.
- Discharge - involuntary employment termination initiated by the organization (see §22-10A-27 NMSA 1978, School Personnel Act, ).
- Retirement - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Ralph J. Bunche Academy will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to RJBA, or return of school-owned property. Suggestions, complaints, and questions can also be voiced.

Employees will receive their final pay in accordance with applicable state law. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

### **5.04 ADMINISTRATIVE PAY CORRECTIONS**

Ralph J. Bunche Academy takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Payroll Office so that the matter may be investigated and corrections can be made as quickly as possible.

### **5.05 PAY DEDUCTIONS AND SETOFFS**

The law requires that Ralph J. Bunche Academy make certain deductions from every employee's compensation. Among these are applicable federal, state, and local withholding taxes. The School also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." The School matches the amount of Social Security taxes paid by each employee. Public school employees are required to participate in the state Educators Retirement system and such deductions are made automatically from the employee's paycheck.

RJBA offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

RJBA may also take pay setoffs out of payroll checks. Setoffs are garnishments or deductions allotted to help pay off a debt or obligation to RJBA or others, for example, court ordered child support.

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If you have questions concerning why deductions were made from your paycheck or how they were calculated, the Business Manager can assist in having your questions answered.

### **6. WORK CONDITIONS AND HOURS**

#### **6.01 SAFETY**

Accident prevention is the responsibility of every Ralph J. Bunche Academy employee. Safety must be the responsibility of each and everyone. To assist in providing a safe and healthful work environment for employees, students, and visitors, RJBA has made workplace safety a top priority. The Principal has responsibility for implementing, administering, monitoring, and evaluating safety training, but its success depends on the alertness and personal commitment of all.

RJBA provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the Principal or his/her designee. Employees who violate safety standards; who cause hazardous or dangerous situations, or who fail to report or remedy such situations, may be subject to disciplinary action according to policy 8.11, up to and including discharge or termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the Principal. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

For complete details, refer to the Ralph J. Bunche Academy Safety Plan. Copies can be obtained from the Administrative Assistant and/or the Principal.

#### **6.02 WORK SCHEDULES**

Work schedules for Ralph J. Bunche Academy employees vary. The Principal or Principal's designee will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

##### **DUTY DAY**

Exempt employees have no set workweek or hours, in accordance to the Fair Labor Standards Act. Specifically:



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“Regular academic teachers are defined as teachers of kindergarten, students in grades K-8, gifted children or children with disabilities. Those faculty members who are engaged as teachers but also spend a considerable amount of their time in extracurricular activities such as coaching athletic teams or acting as moderators or advisers in such areas as drama, forensics, or journalism are engaged in teaching. Such activities are a recognized part of the school’s responsibility in contributing to the educational development of the student.” [29 CFR § 541.301 (g)]

### **6.03 USE OF PHONE AND MAIL SYSTEMS**

Employees of Ralph J. Bunche Academy should use discretion when making local personal calls and may be required to reimburse the School for any charges resulting from their personal use of the telephone. Long personal calls are best left to after hours. Employees will be asked to reimburse RJBA for use of the telephone for long-distance and toll calls.

The use of RJBA-paid postage for personal correspondence is not permitted.

To ensure effective telephone communications, employees should always use an appropriate greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so. See also 8.06.

Please refrain from attending to personal business on telephones, cell phones, computers, and other devices during the duty day.

### **6.04 SMOKING**

In keeping with Ralph J. Bunche Academy's intent to provide a safe and healthful work environment, smoking or tobacco use is prohibited throughout the school and school grounds, during School activities, and on any facilities/grounds occupied by or in use by RJBA.

This policy applies equally to all employees and visitors.

### **6.05 MEAL PERIODS**

All full-time employees of Ralph J. Bunche Academy are provided with one meal period each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

### **6.06 OVERTIME FOR NON-EXEMPT EMPLOYEES**

When operating requirements or other needs cannot be met during regular working hours, employees of Ralph J. Bunche Academy will be given the opportunity to volunteer for overtime work assignments. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action according to policy 8.11, up to and including possible discharge or termination of employment.

### **6.07 USE OF EQUIPMENT AND VEHICLES**

Equipment and vehicles essential to accomplishing job duties are expensive and may be difficult to replace. When using RJBA property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. Employees who use school equipment or drive RJBA vehicles for school business must do so in a safe and responsible manner.

RJBA insurance covers employees who drive school vehicles. Twice yearly, RJBA verifies each employee's driver's license and submits the information to the insurance carrier. Employees are responsible to notify the Principal immediately of any change in their driving status (such as DWI, moving violation, suspended licenses, etc.).

Please notify the Principal or Principal's designee if any equipment or vehicle appears to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The improper, careless, negligent, destructive, or unsafe use or operation of vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including discharge or termination of employment. Certain violations, such as DWI, preclude the employee from driving school vehicles for five (5) years from the date of the violation.

### **6.08 EMERGENCY CLOSINGS**

At times, emergencies such as severe weather, fires, power failures, or natural or civil disaster, can disrupt operations. In extreme cases, these circumstances may require the closing the School. In the event that such an emergency occurs during nonworking hours, KKOB-AM (770) will be asked to broadcast notification of the closing no later than 6:15 a.m.

In all cases, local conditions will prevail. All personnel should report to work regardless of conditions unless they are notified to the contrary by their supervisor and/or by announcement over the media. If any staff anticipates that they will be delayed or will be unable to report to work, their immediate supervisor must be notified for approval. When operations are officially closed due to emergency conditions, the time off from scheduled work will be unpaid up to 2 days a year. However, with supervisory approval, employees may use available paid leave time, such as unused vacation benefits.

In cases where an emergency closing is not authorized, employees who fail to report for work will not be paid for the time off. Staff prevented from reporting to work because of closed or impassable roads, etc. may charge to annual/personal leave those days missed due to the above. This absence must be documented and approved by the immediate supervisor and the Principal. On a delayed start of the work day, personnel not able to present themselves at the starting time will be charged annual/personal leave or docked pay.

Custodians and maintenance personnel should report to work as close to their assigned time as possible, to assist the Principal or Principal's designee in making ready the buildings and facilities for school start.

### **6.09 BUSINESS TRAVEL EXPENSES**

Ralph J. Bunche Academy will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the immediate supervisor. Employees whose travel plans have been approved should follow federal government travel regulations.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by RJBA pursuant to state laws and regulations. Employees are expected to limit expenses to reasonable amounts and to seek discounted fares for travel and lodging. RJBA defines reasonable rates for meals in accordance with the NMPED regulations and the NM Per Diem and Mileage Act and related regulations. Expenses beyond reasonable rates will not be reimbursed.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by the School may not be used for personal use without prior approval.

When travel is completed, employees should submit completed travel expense reports within 20 business days. Receipts must accompany all Reports for all individual expenses. In the case of hotel or airline bills, the actual hotel printout or airline receipt must accompany each expense report in addition to a credit card receipt or other proof of payment. Employee can expect to be reimbursed for expenses approximately 20 days after submitting your approved expense report for payment.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action according to policy 8.11, up to and including termination of employment, and other legal action.

### **6.10 VISITORS IN THE WORKPLACE**

To provide for the safety and security of employees, students, and the facilities at Ralph J. Bunche Academy, visitors are expected to abide by RJBA policies. Visitors should be with their hosts at all times in order to help maintain safety standards, protect against theft, ensure security of equipment, protect confidential information, safeguard employee and student welfare, and avoid potential distractions and disturbances.

All visitors should proceed to the Administrative Office or designated class site to sign the visitor's log. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors. No visitor may have unsupervised access to students at any time unless that visitor has been cleared for such by the Administrative Office for such and has undergone a criminal background check.

If an unauthorized individual is observed on RJBA's premises, employees should direct the individual to the Administration Office, or if necessary, immediately notify their supervisor.

### **6.11 COMPUTER AND E-MAIL USAGE**

Computers, computer files, the e-mail system, and software furnished to employees are RJBA's property and intended for school/business uses only. Employees should only access files that are directly related to their work responsibilities.

Ralph J. Bunche Academy strives to maintain a workplace free of harassment and that is sensitive to the diversity of its employees. Therefore, RJBA prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

In almost every case, e-mail may not be used for blanket solicitation for commercial ventures, religious or political causes, outside organizations, or other non-school matters. A possible exception to this constraint on employees' use of e-mail would be if employees were to notify others in the organization about legislation that might directly affect RJBA. For all such solicitations, contact the Principal for approval. In every case approved for blanket solicitation, individuals should be offered the option of being removed from further notices.

RJBA reserves the right to review, audit, intercept, access, and disclose all matters on School computers, including information accessed via Internet and e-mail systems, as business conditions and/or security considerations warrant, with or without employee notice, during or after employee working hours. The use of a School-provided password by an employee does not restrict RJBA's right to access electronic communications. While RJBA may or may not regularly monitor electronic communications, employees using this resource should have no expectation of privacy in their e-mail or Internet use. Accordingly, employees must ensure at all times that their electronic communications are appropriate, lawful, and in compliance with the

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provisions of this Policy. As a condition of use of these resources, employees agree to School review and disclosure of e-mail and Internet records.

The School purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, RJBA does not have the right to reproduce such software for use on more than one computer. Employees may not load or download additional programs or software on School equipment without the express authorization of the Principal or his/her designee.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. RJBA prohibits the illegal duplication of software and its related documentation.

By using RJBA computers and other technology-related resources, employees acknowledge and accept the rules and conditions for email, internet and computer usage set forth herein and in any other policy or directive set forth by the Principal or Governing Council.

Employees should notify the Principal or any designated member of RJBA's staff or Governing Council upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action according to policy 8.11, up to and including discharge or termination of employment, and possible other legal action.

### **6.12 INTERNET USAGE**

Internet access to global electronic information resources on the World Wide Web is provided by Ralph J. Bunche Academy to assist employees in obtaining work-related data and technology. The following rules have been established to help ensure responsible and productive Internet usage. All Internet usage is limited to job-related activities. Personal use of the Internet is discouraged, but RJBA recognizes that pressing personal needs sometimes occur during working hours. Employees should access the Internet for personal purposes only with discretion.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of RJBA and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably be interpreted as derogatory and thus offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

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The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

To ensure a virus-free environment, no files may be downloaded from the Internet without prior authorization.

Abuse of the Internet access provided by RJBA in violation of law or RJBA policies will result in disciplinary action, up to and including discharge or termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Using the organization's time and resources for personal gain
- Stealing, using, or disclosing someone else's code or password without authorization
- Copying, pirating, or downloading software and electronic files without permission
- Sending or posting confidential material, trade secrets, or proprietary information outside of the organization
- Violating copyright law
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- Sending or posting messages or material that could damage the organization's image or reputation
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation
- Sending or posting chain letters or advertisements not related to business purposes or activities
- Using the Internet for any sort of gambling
- Sending or posting messages that disparage another organization's products or services
- Passing off personal views as representing those of the organization
- Sending anonymous e-mail messages
- Engaging in any other illegal activities.

See also 6.11.

### 6.13 WORKPLACE VIOLENCE PREVENTION

Ralph J. Bunche Academy is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, RJBA has adopted

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the following rules and procedures to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during school hours, business hours or on its premises.

All employees, including supervisors and temporary employees, and students should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the grounds and all facilities of RJBA without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a student, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor, Principal, or any other designated staff or Governing Council member. This includes threats by employees, as well as threats by students, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. *Do not place yourself in peril.* If you see or hear a commotion or disturbance near your workstation, err on the side of caution in determining whether or not to intervene and the level of intervention. Call appropriate authorities in the event that the situation exceeds your training or expertise.

The School will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, RJBA may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

RJBA encourages employees to bring their disputes or differences with other employees to the attention of the Principal before the situation escalates into potential violence. RJBA is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns. RJBA is also committed to providing appropriate training for such events, in particular for faculty who may face such situations more regularly.

See also Harassment, Section 8.03.

## **7. UNPAID LEAVES OF ABSENCE**

### **7.01 FAMILY MEDICAL LEAVE (FML)**

**Family and Medical Leave Policy (“FMLA”)** RJBA acknowledges that from time to time situations occur in employees’ lives that require time away from work. RJBA will provide eligible employees unpaid leaves of absence to attend to family and medical needs in accordance with the federal Family and Medical Leave Act of 1993 and as amended in 2008.

(a) Eligibility for FMLA Leave. An employee is eligible for FMLA leave if he/she:

- has worked for RJBA for at least 12 months in the last 7 years; and
- has worked at least 1,250 hours for RJBA during the 12 calendar months immediately preceding the request for leave.

Employees with any questions about their eligibility for FMLA leave should contact the RJBA’s Principal or his/her designee.

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

i. To care for the employee’s son or daughter during the first 12 months following birth;

ii. To care for a child during the first 12 months following placement with the employee for adoption or foster care;

iii. To care for a spouse, son, daughter, or parent (“covered relation”) with a serious health condition;

iv. For incapacity due to the employee’s pregnancy, prenatal medical or child birth; or

v. Because of the employee’s own serious health condition that renders the employee unable to perform an essential function of her or her position.

(c) Married couples. In cases where a married couple is employed by the RJBA, the two spouses together may take a combined total of 12 weeks’ leave during any 12-month period for reasons i and ii, or to care for the same individual pursuant to reason iii.

(d) Covered Service member Leave. Eligible employees who are family members of covered service members are entitled to take up to 26 workweeks of leave in a “single 12-month period” to care for a covered service member with a serious illness or injury incurred in the line of duty on active duty. The definition of “family members” includes family members covered in 3(b)(iii) and “next of kin,” which means the nearest bold relative (including siblings, grandparents, aunts, uncles, and first cousins). The 26 weeks include leave for qualifying exigencies described below. All other provisions of the FMLA apply, such as employee eligibility, appropriate notice, medical certifications, definitions, etc. As with other types of leave, RJBA has the right to require the employee to support a request for leave with an appropriate medical certification. When two eligible employees are married and work for RJBA, and when the reason triggering the FMLA event is to care for a service member under this section, a combined total of 26 weeks applies.



(e) **Qualifying Exigency.** The 12 weeks available to all FMLA-eligible employees is available to eligible employees with a covered military member serving in the National Guard or Reserves to use for “any qualifying exigency” arising out of the fact that a covered military member is on active duty or call to active duty status in support of a contingency operation. “Qualifying exigency” means:

- Military member’s short-notice deployment (leave to address any issue that arises from an impending call or order to active duty in support of a contingency operation seven days or less prior to the date of deployment);
- Military events and related activities (leave to attend any military ceremony, program or event related to the active duty call or to attend family support or assistance programs and informational briefings);
- Arranging for alternate childcare and related activities;
- Addressing certain financial and legal arrangements;
- Periods of rest and recuperation for the service member (up to 5 days of leave);
- Attending certain counseling sessions;
- Attending post-deployment activities (available for up to 90 days after the termination of the covered service member’s active duty status); or
- Other activities arising out of the service member’s active duty or call to active duty and agreed upon by SCHOOL and the employee

(f) **Intermittent Leave.** Intermittent leave and reduced work schedules are allowed when such are medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt RJBA’s operations. Covered Service Member Leave due to qualifying exigencies may also be taken on an intermittent basis. Leave may not be taken on an intermittent basis when used to care for the employee’s own child during the first year following birth, or to care for a child placed with the employee for foster care or adoption, unless both RJBA and employee agree to such intermittent leave. If an employee requests intermittent leave, it may be necessary for the School to transfer him/her to another position that will better accommodate an intermittent or reduced schedule.

(g) **Pay, Benefits, and Protections During FMLA Leave.** Employees taking FMLA leave must use all of their available accrued and unused paid sick and personal days and vacation (if applicable) as part of the leave. Once the employee’s paid leave benefits are exhausted, the employee will continue for the duration of the family and medical leave without pay.

(h) **Medical and other benefits.** RJBA will continue to maintain group health insurance coverage for the employee and, where applicable, for his/her dependents during the FMLA leave, up to a maximum of twelve weeks in a twelve-month period. After an employee’s paid leave is exhausted, an employees must arrange to pay the premium contributions they previously had deducted in order to continue group health or other insurance for themselves and, where applicable, their dependents during the family and medical leave. The employee will be required to arrange for and pay for other benefits while on leave without pay. Failure to make arrangements and to pay the premiums for benefits other than health insurance

while on leave may result in termination of those employee benefits. If an employee fails to return to work at the end of the family and medical leave, RJBA may require the employee to reimburse it for the amount RJBA paid for the employee's health insurance premiums during the leave.

(i) Employee Responsibilities When Requesting FMLA Leave.

1. If the need to use FMLA leave is foreseeable, the employee must give RJBA at least 30 days prior notice of the need to take leave. When 30 days notice is not possible, the employee must give notice as soon as practicable (within 1 or 2 business days of learning of the need for leave except in extraordinary circumstances). Failure to provide such notice may be grounds for delaying the start of the FMLA leave.

2. Requests for FMLA leave should be submitted to RJBA's Principal or his/her designee by using the Request for Family/Medical Leave form.

3. When submitting a request for leave, the employee must provide sufficient information for RJBA to determine if the leave might qualify as FMLA leave, and also provide information on the anticipated date when the leave would start as well as the duration of the leave. Sufficient information may include that the employee is unable to perform job functions; that a family member is unable to perform daily activities; that the employee or family member needs hospitalization or continuing treatment by a healthcare provider; or the circumstances supporting the need for leave.

4. An employee undergoing planned medical treatment will be required to make a reasonable effort to schedule the treatment to minimize disruptions to RJBA's operation.

(j) Employer responsibilities.

1. When an employee requests leave, RJBA will inform the employee whether he or she is eligible under the FMLA. If the employee is, the employee will be given a written notice that includes details on any additional information he or she will be required to provide. If the employee is not eligible under the FMLA, RJBA will provide the employee with a written notice indicating the reason for ineligibility.

2. If leave will be designated as FMLA-protected, RJBA will inform the employee in writing and provide information on the amount of leave that will be counted against the 12 or 26 week entitlement.

(k) Medical Certification.

1. If the employee is requesting leave because of the employee's own or a covered relation's serious health condition, the employee must supply appropriate medical certification. Employees may obtain Medical Certification forms from the Principal or his/her designee. When the employee requests leave, RJBA will notify the employee of the requirement for medical certification and when it is due (no more than 15 days after you request leave). If the employee provides at least 30 days' notice of medical leave, he or she should also provide the medical certification before leave begins.

2. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. RJBA, at its expense, may require an examination by a second healthcare provider designated by RJBA,

if it reasonably doubts the medical certification initially provided. If the second health care providers' opinion conflicts with the original medical certification, RJBA, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.

3. RJBA may require subsequent medical recertification. Failure to provide requested certification within 15 days, except in extraordinary circumstances, may result in the delay of further leave until it is provided.

(l) Reporting While on Leave. If an employee takes leave because of the employee's own serious health condition or to care for a covered relation, the employee must contact RJBA on the first and third Tuesday of each month regarding the status of the condition and his or her intention to return to work. In addition, the employee must give notice as soon as practicable (within 2 business days, if feasible) if the dates of the leave change, are extended, or were unknown initially.

(m) Exemption for Highly Compensated Employees. Highly compensated employees (i.e., highest-paid 10 percent of employees at RJBA) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial economic injury to RJBA. (This fact-specific determination will be made by RJBA on a case-by-case basis.)

(n) Special Rules for Instructional Employees. Instructional employees are subject to certain limitations on FMLA leave coverage. An "instructional employee" includes teachers, instructional assistants, coaches and other employees whose duties principally involve the direct provision of instruction services to students. The following limitations on FMLA for instructional employees arise when leave is requested near the end of the semester or when intermittent leave is involved.

i. Leave near the end of a semester:

(A) If an instructional employee begins leave more than five weeks before the end of a semester, RJBA may require the employee to continue taking leave until the end of the semester if (i) the leave will last at least three weeks, and (ii) the employee would return to work during the three-week period before the end of the term.

(B) If the instructional employee begins leave during the five-week period before the end of a semester for an eligible reason other than his/her own serious illness, RJBA may require the employee to continue taking leave until the end of the semester if (i) the leave will last more than two weeks, AND (2) the employee would return to work during the two-week period before the end of the term.

(C) If the instructional employee begins leave during the three-week period before the end of a semester for an eligible reason other than his/her own serious illness, RJBA may require the employee to continue taking leave until the end of the semester if the leave will last more than five working days.

ii. Intermittent Leave. If an instructional employee needs intermittent or reduced leave and the employee would be on leave for more than 20 percent of the total number of working days over the leave period, ( e.g. five days in a four week

period) the employer may require the employee to choose between the following:

(A) taking a certain period of consecutive (full) days on leave, not greater than the duration of the employee's planned medical treatment, or

(B) transferring temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the employee's regular position.

iii. Counting FMLA days: If the employee is required to remain on leave until the end of a semester academic term, the employer may only designate as FMLA leave for the period of time the employee is actually unable to work, not the period of time after which he or she was ready and able to return to work but was asked by the employer to remain on leave.

### *Concurrent Use of Paid Leave and FML Leave*

RJBA may designate any paid leave to which the employee is entitled as substituting for all or some portion of the FML leave entitlement. Once RJBA has acquired knowledge that the leave is being taken for an FML-required reason, the School must promptly (within two business days absent extenuating circumstances) notify the employee that the paid leave is designated and will be counted as FML leave.

### *Workers' Compensation Recipients*

The provision for substituting an employee's paid leave does not apply to workers' compensation absence. However, RJBA may not deny use of accrued paid leave to an employee who is on family medical leave and receiving workers' compensation benefits.

***Employees on unpaid leave are not eligible for paid holidays falling within their leave period.***

## **7.02 PREGNANCY-RELATED ABSENCES**

Ralph J. Bunche Academy will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy. Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions, for all job-related purposes, shall be treated the same as disabilities caused or contributed to by other medical conditions, under any health or disability insurance or sick leave plan available in connection with employment.

Requests for time off associated with pregnancy and/or childbirth, such as bonding and child care, not related to medical disabilities for those conditions will be considered in the same manner as other requests for unpaid family or personal leave.

***Employees on unpaid leave are not eligible for paid holidays falling within their leave period.***

## **7.03 UNPAID PERSONAL LEAVE**

Ralph J. Bunche Academy provides leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill personal obligations. Employees in the

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following employment classification(s) are eligible to request personal leave as described in this policy:

- Licensed professional employees

Eligible employees may request personal leave only after having completed 120 calendar days of service and having applied all their accrued paid time off (see policy 4.2). As soon as eligible employees become aware of the need for a personal leave of absence, they should request a leave from the Principal at least 24 hours in advance.

Personal leave may be granted for a period of up to five calendar days every one contract year. If this initial period of absence proves insufficient, discretionary consideration will be given to a written request for a single extension of no more than 16 hours.

Requests for personal leave will be evaluated based on a number of factors, including anticipated work load requirements and staffing considerations during the proposed period of absence. Approval of requests rests strictly with the discretion of the Principal.

Subject to the terms, conditions, and limitations of the applicable plans, RJBA will continue to provide health insurance benefits for the full period of the approved personal leave.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

If an employee fails to report to work promptly at the expiration of the approved leave period, RJBA will assume the employee has resigned.

***Employees on unpaid leave are not eligible for paid holidays falling within their leave period.***

### **7.04 PROFESSIONAL DEVELOPMENT LEAVE**

Ralph J. Bunche Academy encourages employees to participate in career development activities. Leave for participating in professional meetings, training, or activities of a professional nature may be granted at the discretion of the Principal (in the case of the Principal's professional development leave, by the Governing Council).

Expenses may be paid or reimbursed for cost of the activity upon availability of funds and when an employee is requested by the administration to attend a professional meeting, training, or activities of a professional nature. All or part of the cost, including mileage and reasonable expenses, as defined in policy 6.9, may be paid by the RJBA, subject to availability of funds. Registration fees may be reimbursable. Membership fees are not reimbursable. Expenses not initiated or approved by the administration are not ordinarily reimbursable.

Employees may also apply for leave to attend professional meetings, training, or activities provided the activity is identified in the employee's professional and/or improvement plan and

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the time away from the job does not affect work production or cause additional expense to School.

Request for professional development leave must be made in writing, on the proper form, at least two weeks in advance of the date. The request shall be directed to the Principal for final action.

***Employees on unpaid leave are not eligible for paid holidays falling within their leave period.***

### **7.05 EDUCATIONAL LEAVE**

Ralph J. Bunche Academy may provide educational leaves of absence without pay to eligible employees who wish to take time off from work duties to pursue course work that is applicable to their job duties with RJBA, within reason. Employees in the following employment classification(s) are eligible to request educational leave for a concentrated area of study as described in this policy:

- All employees

Eligible employees, who have completed three academic years, or their equivalent, may request educational leave for a period of up to two semesters every 5 years. Requests will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

The employee must submit a program of study for educational leave and the leave must have supervisory approval. The Governing Council has ultimate approval, based upon the recommendation of the Principal.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by RJBA until the end of the month in which the approved educational leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from educational leave, benefits will again be provided by RJBA according to the applicable plans.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

When an educational leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, RJBA cannot guarantee reinstatement in all cases.

If an employee fails to report to work at the end of the approved leave period, RJBA will assume that the employee has resigned.

***Employees on unpaid leave are not eligible for paid holidays falling within their leave period.***

### 7.06 MILITARY LEAVE

**Military Leave of Absence:** If you are a full-time employee and are inducted into the U.S. Armed Forces, you will be eligible for reemployment after completing military service, provided:

- a. You show your orders to the Head Administrator as soon as you receive them.
- b. You satisfactorily complete active duty service of five years or less.
- c. You enter the military service directly from your employment with RJBA.
- d. You apply for and are available for re-employment within ninety (90) days after discharge from active duty. If you are returning from up to six (6) months of active duty for training, you must apply within thirty (30) days after discharge.

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

Contact the Principal for more information or questions about military leave.

### 7.07 Administrative Leave

Ralph J. Bunche Academy will consider granting administrative leave for those requests for leave that are not covered elsewhere in RJBA policies. Administrative leave shall be granted at the discretion of the Principal, and RJBA may determine that administrative leave is necessary, even in the absence of an employee's request.

*Employees on unpaid leave are not eligible for paid holidays falling within their leave period.*

## 8. EMPLOYEE CONDUCT AND DISCIPLINARY ACTION

### 8.01 EMPLOYEE CONDUCT AND WORK RULES

To ensure orderly operations and provide the best possible work environment, Ralph J. Bunche Academy expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. RJBA believes that achieving a pleasant and rewarding work environment is the responsibility of each employee and in large part reflects the respect and harmony that all staff members afford each other.

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It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including discharge or termination of employment, in accordance with policy 8.11:

- 1. Violation of any RJBA policy.
- 2. Violation of security or safety rules or failure to observe safety rules or RJBA safety practices.
- 3. Negligence or any careless action which endangers the life or safety of another person.
- 4. Being intoxicated or under the influence of a controlled substance, including alcohol, while at work; use, possession or sale of a controlled substance in any quantity while on RJBA premises, except medications prescribed by a physician to the employee in possession and which do not impair work performance.
- 5. Unauthorized possession of dangerous or illegal firearms, weapons or explosives on RJBA property or at any school sponsored event.
- 6. Engaging in criminal conduct or acts of violence or making threats of violence toward anyone on RJBA premises or when representing RJBA; fighting, or provoking a fight on RJBA property or during a School activity.
- 7. Insubordination or refusing to obey reasonable instructions or directives issued by your supervisor while at work; unreasonably refusing to help out on a special assignment.
- 8. Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose.
- 9. Intentional or negligent destruction of or damage to school property, or the property of fellow employees, customers, suppliers, or visitors in any manner.
- 10. Theft or unauthorized possession of school property or the property of fellow employees; unauthorized possession or removal of any school property, including documents, from the premises without prior permission from administration; unauthorized use of school equipment or property for personal reasons; using school equipment for personal profit or business.
- 11. Dishonesty; falsification or misrepresentation on 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 RJBA; unauthorized alteration of RJBA or student records or other documents.
- 12. Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee's ability to perform his/her job; restricting work output or encouraging others to do the same.
- 13. Immoral conduct or indecency on RJBA property.
- 14. Conducting a lottery or gambling on RJBA premises or when using RJBA property and/or equipment.
- 15. Unsatisfactory or careless work, failure to meet work productivity or work quality standards.
- 16. Any act of harassment as described above.



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- 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 RJBA or personal telephones for personal calls during School duty hours.
- 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; excessive absence 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 vehicles on School property or during School activities.
- 25. Failure to immediately report damage to, or an accident involving, School equipment or property.
- 26. Unauthorized soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on School premises.
- 27. Failure to use required timesheets, alteration of your own timesheet or records or attendance documents, punching or altering another employee's timesheet or records, or causing someone to alter your timesheet or records.
- 28. Any other act or omission which impairs or restricts the ability of RJBA to provide a safe and healthy environment for employees and students.

### Student Relations

All RJBA personnel shall recognize and respect the rights of students, as established by local, state, and federal law.

## **8.02 DRUG AND ALCOHOL USE**

Ralph J. Bunche Academy is resolved and determined to provide a drug-free, healthful, and safe environment for all employees, students, and their families. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. Criminal background checks are a condition of employment for all new and re-hired employees of the RJBA in compliance with the New Mexico School Personnel Act and NMPED regulations, and the Drug Free Workplace Act of 1988, and any and all federal regulations promulgated thereunder.

While on school premises, on or in any RJBA work/school site, during the use of any RJBA equipment, vehicles, or trailers, and while conducting work-related activities off school premises, no employee may use, possess, manufacture, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and

in a safe manner that does not endanger other individuals in the workplace. An employee who is using prescription drugs or over-the-counter medications that could affect work performance must inform his/her supervisor. A doctor's statement may be required at the school's discretion.

Violations of this policy may lead to sanctions consistent with law and policy, which may include disciplinary action, up to and including discharge or termination of employment, or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences. RJBA may require, with reasonable cause, for an employee to submit to a drug test. An employee showing positive results for either alcohol or illegal drugs will be placed on immediate suspension. The Principal will meet with employee to discuss any positive test results and the enforcement procedures that will result. In no case will a suspension exceed three calendar days without further administrative action.

Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with the Principal to receive assistance or referrals to appropriate resources in the community. In accordance with the Drug-Free Workplace Act, an employee receiving a criminal conviction for drug-related activity must report the conviction to the Principal within five days. Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with the Director without fear of reprisal.

### Workers Compensation

Neither RJBA nor the insurance carrier shall be liable for payment of workers' compensation in the event that the injury to the employee was occasioned by the intoxication and/or impairment of the employee or willfully suffered by the employee or intentionally inflicted by the employee.

**8.03 Anti-Harassment/Discrimination Policy:** RJBA is committed to providing a work place that is free of unlawful discrimination or harassment. Every employee is expected to treat his or her co-workers, visitors, students and guests professionally and respectfully.

Each employee is required to familiarize him/herself with this Anti-Harassment/Discrimination Policy, reporting obligations and procedures. If you have any questions about the school's policy, please contact the Principal or his/her designee for clarification.

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

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

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

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

This list is not exhaustive and applies to conduct by co-workers, supervisors, volunteers and others invited to the school premises or who engage in social media web sites.. Sexual harassment can apply to conduct in any work-related setting outside the work place as well. It may also apply to situations involving individuals of the same sex.

Consensual sexual behavior between adults, outside the workplace and welcome by both parties is not considered sexual harassment; however, those who engage in such relationships should be aware that questions regarding the actual freedom of choice of one of the parties may be raised later, especially when a superior/subordinate relationship exists between them.

**IF YOU BELIEVE THAT YOU HAVE EXPERIENCED OR WITNESSED SEXUAL HARASSMENT, FOLLOWING THE PROCESS DESCRIBED IN PARAGRAPHS 3 THROUGH 6 BELOW.**

b. HARASSMENT/DISCRIMINATION OTHER BASIS. Other prohibited harassment includes verbal or physical conduct which degrades or shows hostility or aversion toward an individual even partly because of a person's belonging to a protected class. Conduct similar to that described above as sexual harassment and discrimination, if based on one of these protected classifications is illegal. For example, verbal conduct such as epithets, jokes based on ethnicity, age-related derogatory comments, foul or obscene language or racial slurs will likely be unwanted and offensive to others resulting in unwelcome behavior that could be interpreted as harassing or discriminatory.

3. Employee Responsibilities. All employees of RJBA are responsible for taking appropriate action to prevent and eliminate harassment and discrimination at RJBA. If you experience discrimination or harassment, RJBA encourages you to firmly and promptly notify the offender that his or her conduct is offensive, even if it is not directed at you. If you choose not to address the issue directly with the person, or if the conduct continues you should report the conduct immediately. If you observe discrimination or harassment of another employee, student, visitor or guest, by a fellow employee, report the concern immediately. At no time should you assume that inappropriate conduct between a student and an adult is acceptable, "consensual" or that it should not be reported because you are concerned that you misinterpreted the conduct.

4. Reporting Complaints. If you experience or observe harassment or discrimination you should bring your concerns directly to RJBA's Principal, the school counselor or the Business Manager. Your complaint will be promptly investigated by the individual to whom you reported or a third-party investigator, if appropriate. The complainant and the alleged offender will be instructed to limit their work contact with each other immediately, pending the outcome of the investigation.

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

6. Complaint Procedure, Investigation and Response. Complaints may initially be made verbally, however, the complainant MUST complete a "Harassment Complaint Form" to assist with the investigation process.

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

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third party investigator, may be involved to resolve the complaint. The investigator will collect and review all relevant documents.

b. RJBA will investigate every report of harassment or discrimination. In conducting an investigation, RJBA will respect the privacy of all concerned; however, complete confidentiality may not always be possible because of the need to conduct a complete and thorough investigation and to ensure that both sides' interests are fairly protected.

c. As soon as the investigation is finished, the investigator will meet with the individual's supervisor or if appropriate the supervisor's supervisor(s), and report whether he or she believes that discrimination or harassment has occurred. If the investigation results in a finding of discrimination and/or harassment, then the supervisor will determine the appropriate disciplinary action up to and including a recommendation to terminate or discharge the employee. The supervisor will inform the complainant and the alleged offender of the outcome of the investigation and his/her proposed disciplinary action. The date of the discussion with the respective party shall constitute the "determination date."

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

e. Final Decision. The Governing Council or neutral third-party will inform the complainant/respondent of the appeal decision in writing within five (5) working days from the date the appeal was submitted. This is the final level of review in the internal complaint process. The time lines set forth in this policy may be waived or extended by the Governing Council.

### **RETALIATION**

Retaliation against any employee raising a complaint or providing information concerning an alleged violation of this policy is strictly prohibited. Any employee who violates this policy by engaging in conduct defined throughout this policy that directly or indirectly causes intimidation, harassment or physical harm to another employee will be subject to disciplinary action.

### **8.04 ATTENDANCE AND PUNCTUALITY**

To maintain a safe and productive work environment, Ralph J. Bunche Academy expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and

tardiness place a burden on other employees and on the school, and can negatively impact the learning process for the students. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including discharge or termination of employment. An employee failing to report for duty or remain at work as scheduled without proper notification, authorization, or excuse shall be considered absent without leave and shall not be paid for the period involved. Absence without leave for two (2) consecutive working days constitutes abandonment of duties, which may result in dismissal.

### **8.05 PERSONAL APPEARANCE**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees, serve as role model to students, address certain safety issues, and affect the professional image Ralph J. Bunche Academy presents to students, their families, and visitors.

During school hours, business hours, or when representing the School, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with students, their families, or visitors in person. RJBA prescribes a casual business standard for both adults and children while engaged in School activities.

If the Principal feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstance, you will not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made for a person with a disability, as defined above.

Without unduly restricting individual tastes or community traditions, the following personal appearance guidelines should be followed:

- Shoes should provide safe, secure footing, and offer protection against hazards.
- Garments must be appropriate to activities that faculty, staff, and students are engaged in.
- Offensive body odor and poor personal hygiene is not professionally acceptable.
- Perfume, cologne, and after-shave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances.
- Jewelry, including facial jewelry and body piercing, should not be functionally restrictive, dangerous to job performance, or excessive.
- Visible excessive tattoos and similar body art must be covered during school or business hours.

### **8.06 SCHOOL PROPERTY**

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RJBA equipment, desks, books, supplies, computers, software, email, voicemail, electronic equipment and other property are for business use only. Employees may receive necessary and appropriate personal messages by computer email or office voicemail; however, RJBA reserves the right to inspect all property such as listed here for reasons it deems sufficient to protect the interest of School employees and students. Inspections may be without notice. Consequently, employees should not keep or store any personal property at the School that they consider to be private or of a personal nature.

Employees are responsible for items which may be issued to them by Ralph J. Bunche Academy or in their possession or control, such as the following:

- books, program material
- cellular phone
- telephone card
- lap top computer
- personnel manual
- inventory list
- credit cards
- keys
- tools
- vehicles
- written materials

Employees may be required to sign a School Equipment Agreement before receiving School equipment. On or before their last day of work, employees must return all school property. Where permitted by applicable laws, RJBA may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. RJBA may also take all action deemed appropriate to recover or protect its property.

### **8.07 RESIGNATION**

Resignation is a voluntary act initiated by the employee to terminate employment with Ralph J. Bunche Academy. Although advance notice is not required, the School requests at least 14 calendar days written notice of resignation from unlicensed administrative and program staff, and nonexempt employees.

Resignations by licensed professional personnel shall be submitted in writing to the Principal and the Governing Council at least 30 calendar days prior to the effective date of the resignation. Any deviation from this procedure will be a violation of the instructor's contract and could result in a report to NMPED and the suspension or cancellation of the teaching certificate. The Principal (Governing Council with respect to a resignation by the Principal) reserves the right to waive the 30-day notice requirement.

Prior to an employee's departure, an exit interview normally will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

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If an employee does not provide advance notice as requested, the employee will be considered ineligible for rehire and for the cash out of any qualified accrued PTO.

Contractual employees are not subject to employment-at-will policies.

### **8.08 SOLICITATION**

In an effort to ensure a productive and harmonious work environment, persons not employed by Ralph J. Bunche Academy may not solicit or distribute literature in any of the School's workplaces at any time for any purpose.

The School recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

In addition, the posting of written solicitations on RJBA bulletin boards is restricted. These bulletin boards display important information, and employees should consult them frequently for:

- Employee announcements
- Internal memoranda
- Job openings
- Organization announcements
- Payday notice
- Workers' compensation insurance information
- State disability insurance/unemployment insurance information

If employees have a message of interest to the workplace, they may submit it to the Principal for approval. The Principal or his/her designee will post all approved messages.

### **8.09 DRUG TESTING**

Ralph J. Bunche Academy is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks. To help ensure a safe and healthful working environment, RJBA may, with reasonable cause, request an employee to submit to non-invasive drug testing. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment.

RJBA is committed to maintaining the personal integrity of all its employees and, to the extent possible under the applicable laws, shall keep confidential any proceedings involving suspected use of illicit substances.

### **8.10 PROGRESSIVE DISCIPLINE**



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The purpose of this policy is to state Ralph J. Bunche Academy's position on administering equitable and consistent discipline for unsatisfactory conduct or job performance in the workplace.

The School's own best interest lies in ensuring fair treatment of all employees and in making certain that employee disciplinary actions are prompt, uniform, and impartial. The major purposes of disciplinary actions are to support workplace and student safety, to further the educational mission of RJBA, and to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Except in the case of an employment contract or employees with more than three years of consecutive service at RJBA, RJBA has the right to terminate employment at will, with or without cause or advance notice. RJBA may use progressive discipline at its discretion with regard to at-will employees. Progressive Discipline procedures shall be utilized with respect to RJBA's contracted employees.

Disciplinary action may call for any or all of four steps -- verbal warning, written warning, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

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

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment. If more than 12 months have passed since the last disciplinary action, the process will normally start over.

The Principal or designee will meet with the employee and review the disciplinary action and ask the employee to sign the report of disciplinary action. Once the employee has signed the report, he/she should be given a copy of the document with all signatures affixed. If the employee refuses to sign the document, this will be noted on the form. The original becomes part of the employee's permanent personnel record, which is considered confidential material. If an employee disagrees with the action, he/she may draft a rebuttal to be attached to the report, which will be kept in the employee's personnel file.

RJBA recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, discharge or termination of employment, without going through the usual progressive discipline steps. Generally, an employee will not be suspended for more than nine (9) days without being provided rudimentary due process prior to implementing the suspension.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy (8.1) includes examples of problems that may result in immediate suspension, discharge or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By following these disciplinary guidelines, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and RJBA. Employees who believe that they have been disciplined too severely or without good cause may utilize the grievance procedure set forth in 8.11.

### **8.11 EMPLOYEE CONFLICT RESOLUTION/GRIEVANCE POLICY & PROCEDURE**

RJBA recognizes that most personnel-related conflicts arise from a lack of communication. This procedure is designed to provide a formal mechanism for promoting or restoring such communication so that problems may be resolved before more serious difficulties arise. The purpose of this policy and these procedures is to provide for the reporting and resolution of legitimate employment-related concerns of the employees of RJBA at the earliest possible time and with the least possible expense, disruption and friction. *Nothing contained herein will be construed to limit in any way the ability of RJBA and the grievant to resolve any grievance by informal means. An employee's decision to refrain from the grievance procedure in lieu of alternative dispute mechanisms may limit the administration's ability to promptly and completely resolve the employee's concerns. You are encouraged to use this process to ensure timely and satisfactory resolutions.*

#### **PURPOSE:**

To ensure that this conflict resolution policy is applied consistently and to provide an effective procedure for non-supervisory employees to present their concerns while making every attempt to resolve such conflicts internally.

#### **POLICY:**

This policy provides a procedure to respond to employees' complaints or problems quickly and in a consistent manner.

##### **A. Assurances**

Employees will not be retaliated against for filing a good faith complaint under this procedure.

Employees must have successfully completed his/her introductory trial review period in order to file a complaint under this section.

##### **B. Conflict Resolution Procedure**

It is our intent to be responsive to our employees and their concerns; therefore, the following conflict resolution procedure has been established.

### Step One

- a. The employee's immediate supervisor should be the first source of assistance to resolve the issue, if it involves another employee. If the issue is not resolved to the parties' satisfaction, or if the complaint is with the employee's supervisor, the employee shall request an appointment with the Principal to discuss the problem giving rise to the complaint. Such requests shall be made within two (2) working days in which the incident occurred.
- b. Upon receipt of the request, the Principal shall schedule an informal meeting with the parties within five (5) working days to attempt to resolve the issue. The Principal may conduct an independent investigation into the matter.
- c. The Principal shall respond in writing to the complaint within five (5) days of the informal meeting. Such responses shall contain a brief description of the issue and recommendations to resolve the complaint.

### Step Two

If the informal discussion with the Principal does not resolve the problem to the parties' mutual satisfaction, or if the Principal does not respond to the complaint, the employee may submit a written complaint and request for hearing to the Governing Council. The submission of the written complaint and hearing request is due within five (5) working days of the Principal's response. The written complaint must:

- State the problem and the date when the incident occurred;
- Suggest ways to resolve the problem;
- Include a summation of the verbal response from the immediate supervisor or Principal;
- Include documentation of the problem; and
- Submit a copy of the written response from Principal, if provided, and the date when the employee met with Principal.

Employees may use the complaint form contained in the RJBA Employee Policies and Procedures Handbook. Copies of the complaint and required documentation shall be submitted to the Governing Council.

- b. Upon receipt of the formal complaint, the Governing Council shall schedule a date within fifteen (15) working days to hear the complaint, which meeting shall be held in accordance with the Open Meetings Act. Proceedings will remain closed and confidential unless the complainant pursues remedies outside this grievance procedure. Legal counsel will not be admitted to participate in such a hearing. The hearing process will proceed as follows:
  - i. Each party will present an oral statement and documentation;
  - ii. A designee of the Council will ask questions and examine witnesses if deemed appropriate and necessary;
  - iii. No recordings or transcripts of the meeting will be made.
- c. Within ten (10) working days of the hearing, the Governing Council shall issue the Council's written decision to the employee filing the complaint, with recommendations to the Principal.

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The Governing Council's decision on the matter shall be final. Recommendations regarding any disciplinary action shall be referred to the Principal.

At any time prior to the Governing Council's written decision on the matter, the Principal (if prior to the request for Governing Council hearing) or the Governing Council may call for an internal mediated meeting between the parties directly involved and a School-appointed mediator to facilitate a resolution. Any party may request that an outside mediator be hired, but the Governing Council has final authority to determine if a professional mediator will be hired.

RJBA reserves the right to impose appropriate disciplinary action for any conduct it considers to be disruptive or inappropriate. Appropriate disciplinary action may include, but is not limited to; written letters of reprimand, suspension from work with or without pay, behavior modification classes, discharge or termination of employment.

The circumstances of each situation may differ, and the level of disciplinary action may also vary depending upon factors such as the nature of the offense, whether it is repeated, the employee's work record and the impact of the conduct on the organization.

**Limitations to Grievance Procedure.** A grievance cannot be filed by a former employee after the effective date of termination or discharge of employment. The following situations are **not** covered by this grievance policy/procedure and are therefore not a grievance under this policy:

- (a) The discretionary act(s) of professional judgment relating to the evaluation of the work performance of any employee by his or her immediate supervisor.
- (b) Any personnel decision made by the Governing Council, including, but not limited to a refusal to re-employ, a discharge, a demotion, or any other action directly and adversely affecting the employment of an employee.
- (c) Situations in which the Governing Council and Principal are without authority to act.
- (d) Situations in which the remedy for the alleged violation exclusively resides in some person, agency, or authority other than the Governing Council.
- (e) Situations as to which a different procedure is prescribed by a state or federal authority.
- (f) Situations as to which a different procedure or remedy has been provided by the Governing Council.
- (g) Situations involving a grievance by an independent contractor with for RJBA.

### 8.12 REPORTING CHILD ABUSE

Any employee, volunteer, or contractor who knows or has a "reasonable suspicion" that a child has been the victim of child abuse is required by law to report the instance **immediately** to one

of the following child protective agencies: local law enforcement; the New Mexico Department of Children, Youth and Families, or a tribal law enforcement or social services agency for any Indian child residing in Indian country. NMSA 1978 §32A-4-3. Persons who violate reporting requirements are guilty of a misdemeanor. “Reasonable suspicion” arises when the facts surrounding the incident or situation could cause another person in the same situation to suspect child abuse.

Child abuse should be reported immediately by telephone to a child protective agency. The telephone call is to be followed by a written report within thirty-six (36) hours. There is no duty for the reporter to contact the child’s parents. Child protective agencies responding to incident reports are prohibited from disclosing a reporter’s identity to a reporter’s employer.

Child abuse is broadly defined as “a physical injury which is inflicted by other than accidental means on a child by another person.” Child abuse can take the following forms:

- Sexual abuse: Sexual abuse means, in general, sexual assault or sexual exploitation. Sexual abuse does not include children who voluntarily engage in sexual activity with children of a similar age. However, such situations raise the issue of possible neglectful adult supervision. Pregnancy of a minor does not, in and of itself, constitute suspicion of child abuse;
- Neglect: Neglect occurs when a child’s custodian has failed to provide adequate “food, clothing, shelter, medical care, or supervision” that may or may not have resulted in any physical injury;
- Unlawful corporal punishment: Unlawful corporal punishment occurs when any person willfully harms or injures a child to such a degree that a traumatic condition results; and
- Willful cruelty or unjustifiable punishment: Child abuse also includes the situation where any “person willfully causes or permits any child to suffer... unjustifiable pain or mental suffering,” or when any person endangers a child’s health.

### 8.13 PUBLIC STATEMENTS

No employee of Ralph J. Bunche Academy should assume to speak for or on behalf of RJBA on any matter concerning RJBA without prior and specific written authorization of the Principal and/or the Governing Council. When designated by the Principal and/or the Governing Council, as a delegated spokesman for the organization, or in public statements or actions made as an individual, the employee shall at all times be accurate, exercise proper restraint, and show respect for the opinions of others. Failure to adhere to the above will be grounds for disciplinary action, up to and including discharge or termination of employment.

### 8.14 PARTICIPATION IN POLITICAL ACTIVITIES

Ralph J. Bunche Academy will not attempt to regulate employee participation in the political process, unless it interferes with the performance of duties or creates an apparent conflict of interest. Participation in political activities will be regulated by federal and state laws.

Any employee who seeks political office shall continue to fulfill all obligations of his/her position and consider the welfare of the students and the school foremost as s/he pursues political activities. An employee shall not use his/her professional position or school resources to further the employee's political ambitions.

For political positions that require an employee to spend time away from job responsibilities, the employee must request leave, and consideration for leave without pay will be on an individual basis by the Governing Council, upon the recommendation by the Principal. Employees may use Paid Time Off for these purposes.

Any absences of an employee from work due to running for office or while serving in any political office, if allowed, will be unpaid, except as covered by the employee's personally accrued Paid Time Off.

### **9. MISCELLANEOUS**

#### **9.01 LIFE-THREATENING ILLNESSES IN THE WORKPLACE**

Employees with life-threatening illnesses often wish to continue their normal pursuits, including work, to the extent allowed by their condition. Ralph J. Bunche Academy supports these endeavors as long as employees are able to meet acceptable performance standards and the essential requirements of their position at the School. As in the case of other disabilities, RJBA will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. RJBA will take reasonable precautions to protect such information from inappropriate disclosure. Administrators, supervisors, and all other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including discharge or termination of employment.

Employees with questions or concerns about life-threatening illnesses are encouraged to contact the Principal for information and referral to appropriate services and resources.

#### **9.02 PAID TIME OFF DONATION**

Donating paid time off is the practice of giving the time to another employee for a specific cause such as a serious illness or crisis. Employees may donate accumulated paid time off to a bank for distribution to aid another employee who is unable to work due to personal illness or crisis and who has exhausted his/her own paid time off accrual. Contact the Principal or Office Manager for details and procedures to donate paid time off.

**9.05 OTHER POLICIES**

As an employee of Ralph J. Bunche Academy, you are required to familiarize yourself with and adhere to the policies contained in this Employee Handbook, policies contained in the RJBA Student Handbook, and other adopted policies of the School. These policies are available for review in the Main Office.