

data and observation is collected and used in evaluation. It is understood that part of evaluation is subjective.

By October 15th

- All teachers will develop a Professional Development Plan (PDP) including the nine teacher competencies and using SMART goals
- Teachers will forward goals to Lead Teachers who in turn will review and then forward them to the Senior Leadership Team
- Teachers submit schedules and links to lead teacher and academic administrator for target and direct instruction sessions
- All lead teachers will review goals with teachers to be sure they are based on SMART goals, and address the needs of the school and forward them to the senior team.
- Observations of teacher classrooms occurs

NOVEMBER/ DECEMBER

- Five random calls or emails will be made to parents of teachers regarding performance in specific areas.
- If any area of concern arises, lead teacher will discuss area of concern with the teacher, and benchmarks for improvement will be developed. (The process of improvement could include another call to the parent within a short time frame, calls to other parents, observations or requiring artifacts for submission and review.)
- Administration may conduct at least one or more observation for teachers throughout the year.

JANUARY

- Lead teachers email Administration of any outstanding issues of concern, and/or needs for coaching or counseling facilitating the development of a collaborative support plan.
- Intervention plans are put in place as needed with benchmarks for improvement, with the Administration's support.

FEBRUARY

- By end of February, any follow-up interventions, and benchmarks are evaluated. Team reviews data prior to evaluation process.
- Parent Satisfaction Survey is administered.

APRIL

- Formal evaluation begins mid-April; lead teachers and administration will be directly involved in individual evaluations of first, second and third year teachers. Lead teachers will create evaluation ratings with input from other teachers. Teachers will also complete self-ratings, bring PDP's, and may be encouraged to bring some items to highlight performance and growth (see teacher measures sheet on the teacher evaluation document).

APRIL/-MAY

- Elementary evaluations occur. Employment Agreements should be defined and signed by the beginning of June.

It is understood that teacher evaluation necessarily includes both subjective and objective elements. Lead teachers and the administration will be involved in continuous quality development and ongoing evaluation of performance. Data used for teacher evaluation includes but is not limited to:

- Parent satisfaction survey
- Family communications through year
- Administration and specialist observations, review of notes, calls or emails
- Parent calls or emails through year
- Observations
- Active participation in RtI processes and improvement, using data
- Active participation with special education team and students
- Metrics data and student achievement results and growth on standardized assessments (both school- and state-based)
- Facility with technology tools
- Use of training
- Number of transferring students from a class
- Email communications and other communications
- Teamwork and collaboration
- Teacher autonomy
- Organization of office and management of communications
- Other areas of attention, including content expertise or extra-value responsibilities
- Professional development plan achievement

Proposed Teacher Evaluation

Name: _____

Date: _____ for review period of 20xx-xx school year

Reviewer(s) _____

- I. Introduction: our academy strives to attract, retain and support high quality teachers. Our goals are three-fold:
- A. To improve the quality of teaching support in the school
 - B. To recognize and reward quality work
 - C. To ensuring a high level of performance

The process of the summative evaluation will include a self-evaluation form, an administrator-completed evaluation form, and the opportunity to discuss areas of commendation and recommendation with the reviewing team.

Teachers completing three or more years of experience with our academy will have an evaluation every three years, unless specifically requested by the teacher or an administrator. New teachers and teachers with fewer than 3 years of experience with our academy will have an evaluation every year.

- II. Data includes but is not limited to:
- A. parent satisfaction survey results
 - B. lead teacher or administrative review of information from calls and emails through year
 - C. parent calls and interactions through year
 - D. data discussions and use of metrics to improve student achievement
 - E. participation in RtI processes and improvement
 - F. observations and feedback
 - G. facility with technology tools and use of provided training
 - H. number of transferring students from a class
 - I. email communications and other communications
 - J. teamwork
 - K. meeting deadlines and completing responsibilities
 - L. student achievement results and growth on all assessments (state- and school-level, including lagging indicators)
 - M. other areas of attention, including content expertise or extra-value responsibilities
 - N. professional development plan achievement

It is understood that teacher evaluation necessarily includes both subjective and objective elements.

Teacher Self-Evaluation

Keep in mind the review period in answering these questions. You may use a separate sheet as needed but please keep responses summarized and relatively succinct.

1. What have you accomplished so far of which you are especially proud?
2. What contributions do you know you made to student achievement and learning?
3. How are you progressing in reaching PDP goals?
4. What remains a challenge and what are your plans for improving this challenge area?
5. What do you want to learn in the coming year, and how can we assist you in that learning?

Administrative Review of Teacher Performance; includes summary information from Lead teacher, Master Teacher and administration

Teacher's Name: _____

Date: _____

Reviewer(s): _____

The following categories will include narrative.

Academic Achievement 40%

Retention and Parent Satisfaction 20%

Professional responsibilities and growth 20%

Teamwork, attitude, innovation 20%

Signature of
Administrator _____

Signature of Lead
Teacher _____

Signature of Teacher _____ date _____

(By signing this form, you confirm that you have discussed this review in detail with your evaluator. Signing this form does not necessarily indicate that you agree with this evaluation.)

Examples of Teacher Measures of Success

For section 1:

T means teacher prepares and brings evidence which can be notes, data, oral narrative

A means administrator(s) bring evidence

For other sections, any other evidence may be brought for reference by team or teacher.

1. Academic Achievement includes academic planning, preparation and goal setting with and for students, using data to identify and remediate strengths and weaknesses, solid instructional support which may include tutoring, office hours, curriculum expertise, and ensuring student success and execution with a special focus on at risk students.
 - a. Quality of academic communications and direct instruction **T**
 - b. Curriculum expertise and preparation **T**
 - c. Student progress and intervention strategies **T**
 - d. Student testing participation rates **Team**
 - e. Teacher test proctoring participation **A**
 - f. Collaboration with SPED team and programs **A**
 - g. Regular data use for academic achievement **T**
2. Student Retention and Parent Satisfaction includes qualify and response times for communications, family support overall, in-year withdrawal rates, registration rates, parent satisfaction surveys, providing extra resources and/or participating with the team in the region in community events.
3. Professional Responsibilities and Growth includes OLS curriculum knowledge, knowledge of New Mexico Standards and department of education tools, technology skills development, project participation, meeting deadlines, reading communications carefully, participating in and using training, good organization, attendance at PD's and meetings, HQT status and license maintained.
4. Teamwork, Attitude and Innovation includes team relations, volunteerism, teacher-to-teacher support, level of collaboration, best practice development and sharing, positive "can do" attitude, integrity, perseverance and following principles and foundation stones of character.

- **Explain the school's staff discipline process that provides for due process.**

As team members, Academy staff are expected to accept certain responsibilities, follow acceptable business principles in matters of conduct, and exhibit a high degree of integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that employees refrain from any behavior that might be harmful to themselves, co-workers, or the Academy, or that might be viewed unfavorably by current or potential students and families or by the public at large. Employee conduct reflects on the Academy. Employees are, consequently, encouraged to observe the highest standards of professionalism at all times. Types of behavior and conduct that the Academy considers inappropriate include, but are not limited to, the following:

- Falsifying employment or other Academy records;
- Violating the Academy anti-harassment policy;
- Soliciting or accepting gratuities from students or their families;
- Excessive absenteeism or tardiness;
- Excessive, unnecessary, or unauthorized use of Academy property and supplies, particularly for personal purposes;
- Reporting to work under the influence of drugs or alcohol, and the illegal manufacture, possession, use, sale, distribution, or transportation of drugs;
- Fighting or using obscene, abusive, or threatening language or gestures;
- Theft of property from co-workers, customers, the Academy, or the community;
- Unauthorized possession of firearms on Academy premises or while on Academy business;
- Disregarding safety or security regulations;
- Insubordination; and
- Failing to maintain the confidentiality of Academy, student or family information.

Should an employee's performance, work habits, overall attitude, conduct, or demeanor become unsatisfactory based on violations either of the above or of any other Academy policies, rules, or regulations, the employee will be subject to disciplinary action, up to and including termination.

Before or during imposition of any discipline, employees may be given an opportunity to relate their version of the incident or problem at issue and provide any explanation or justification they consider relevant.

Where appropriate, a policy of progressive employee discipline will be followed by supervisors. Major elements of this policy include:

Verbal Reprimand: The first step in the Academy progressive disciplinary policy is the "verbal reprimand." This is a verbal warning to an employee that his

conduct is unacceptable, and that repeated or continued failure to conform his conduct or performance to Academy standards will result in more severe disciplinary action. A record of the notice of the verbal reprimand may be made and retained in the employee's personnel file.

Written Reprimand: The second step is a "written reprimand." This reprimand will describe the unacceptable conduct or performance of the employee and specify needed changes or improvements. A copy of the written reprimand will be retained in the employee's personnel file.

Suspension without pay: When an employee's conduct is severe enough to warrant a stricter penalty short of discharge or termination, he may be suspended without pay for a period of time at the discretion of the Head Administrator. If the suspension exceeds 10 or more days, he or she will be entitled to due process.

Termination/Discharge: The final step in the disciplinary procedure is the termination (in case of non-contracted employee) or discharge (in the case of a contracted employee). If an employee fails to conform his conduct to the standards the Academy requires, the Academy may, for any reason it deems appropriate, terminate a non-contract employee with less than three consecutive years of employment. If a contract employee is discharged as a result of disciplinary action, the employee will only be discharged for just cause as defined in the School Personnel Act. A contract employee who is discharged mid-contract will be entitled to due process as described in 22-10A-27 NMSA 1978 (i.e., opportunity for hearing before the Governing Council and right to appeal to an independent arbitrator).

If a non-contract employee with more than three years of employment is terminated, he will be entitled to due process as described in 22-10A-24 NMSA 1978 and the right to appeal to an independent arbitrator. If a contract employee is terminated (i.e., contract is not renewed) as a result of the misconduct, the school will follow the termination procedures as described in 22-10A-24 NMSA 1978 only if the employee has been employed for three consecutive years with the Academy.

Notwithstanding this progressive disciplinary procedure policy, the Academy reserves the right to administer discipline in such a manner as it deems appropriate under the circumstances, and may, at its sole discretion, eliminate any or all of the steps in the discipline process, except as required by the School Personnel Act.

F. STUDENT ENROLLMENT PROCEDURES AND DISCIPLINE POLICY

- **Describe the school's enrollment policies and procedures, including an explanation of the enrollment timeline.**

After the Public Education Commission grants a written charter to the Academy, the Academy will begin to enroll students who meet state school-age and residency requirements. Based on the application process timeline in the charter application, it is expected that the enrollment period could begin in the winter of 2009-2010 and continue through the summer of 2010. After the enrollment period, if the number of applicants does not exceed the space available based on the targeted enrollment stated in the charter, families will be notified by the Academy to confirm their intent to enroll and complete the enrollment process in time to start school in the fall of 2010. They must submit all required documentation before enrollment is approved. Before school starts, families and enrolled students will be involved in a variety of introductions to the school, staff, and other families and students—by phone, web conference, and face to face meetings.

- **Describe the school’s lottery process that is in accordance with applicable law.**

If applications do exceed space available at the end of the enrollment period, the Academy will conduct a lottery at that time to determine which students will be enrolled in the school. The lottery is blind to disabilities, testing, grades, etc. The lottery will be held once each year. Only applications received at the location designated on the application form and by the lottery deadline will be eligible to participate in the lottery. Completed enrollment packets for applicants selected in the lottery must be received no later than the enrollment deadline. Those not responding by the enrollment deadline will be required to resubmit an application.

After the space allotted in each grade is filled in the order determined by the lottery, the remaining applications in rank order will be placed on a waiting list. Any applications received after the application deadline will be added to the end of the waiting list after the lottery in the order they were received. As students withdraw from or transfer out of the Academy, that space will be given to the next person on the list at that grade level. After the first year, during the enrollment process, preference shall be given to students who have been admitted to the charter school through an appropriate admission process and remain in attendance through subsequent grades and siblings of students already admitted to or attending the same charter school.

- **Provide the proposed student discipline policy that complies with the Student Rights and Responsibilities set forth in the Public Education Department rules and regulations [6.11.2 NMAC].**

A proposed student discipline policy that complies with the Student Rights and Responsibilities set forth in the Public Education Department rules and regulations [6.11.2 NMAC] is attached as **Appendix 2**.

G. FACILITIES

The facilities plan should demonstrate that the applicant group has carefully considered the school's facilities needs and understands its options for meeting those needs.

If the school site has already been selected/secured:

- **Describe the proposed facility, including location, size and layout of space. Explain how the facility will support the implementation of the school's educational plan.**
- **Explain the proposed capital outlay needs for the facility, including projected requests for capital outlay assistance for the school.**

These questions are not applicable since the school site has not been selected/secured. Please refer to the immediately following questions/answers.

If the school site has not been selected/secured:

- **Explain the needs of a facility that will support the implementation of the school's educational plan, including desired location, size, and layout of space.**

The Learning Center will be a site for many purposes supportive of the Academy's educational plan:

- traditional student classroom learning environment enhanced by interactive technology—e.g., computers, whiteboards, and projectors;
- face to face contact time with New Mexico licensed, highly qualified teachers;
- optional place for students to study and research independently both offline and online in a small computer lab;
- special education related services as required by IEPs;
- student guidance counseling site;
- tutoring site;
- test preparation site;
- diagnostic and other student assessment site;
- teacher, parent, and student activities and networking such as student, parent, and teacher libraries and student clubs based on interests such as science, music, art, and sports;
- teacher professional development;
- parent orientation, training, and Booster Club meetings;
- parent outreach;
- teacher work center;
- collections of instructional resources to be shared among Academy teachers;

- governing board meeting site;
- advisory board meeting site; and
- charter school administrative offices.

The Learning Center will be located in the greater Las Cruces metropolitan area, occupying an estimated 8,000 square feet of building space and additional playground space outside. The facility will have space suitable for elementary, middle school, and high school classrooms; offices; meeting/counseling rooms; multipurpose room for lunch, fitness, and meetings/performance; library; locker space; kitchen; and restrooms.

- **Describe a reasonable plan to identify and secure an adequate facility.**

The Academy will lease and renovate an existing site in the greater Las Cruces metropolitan area to accommodate the needs of its Learning Center and administrative offices. The facilities will meet the occupancy standards required by applicable New Mexico construction and zoning codes, health and safety laws and regulations including the federal Occupational Safety and Health Act of 1970 and the Americans with Disabilities Act (ADA). Facilities used by a charter school shall meet the standards required pursuant to 22-8B-4.2 NMSA 1978. The Academy founders have begun interviewing real estate brokers familiar with commercial properties that may be suitable for the charter school. If approved, the Academy intends to contract with a broker to assist in its search for the appropriate location.

- **Provide the proposed capital outlay needs for the facility, including projected requests for capital outlay assistance for the school.**

Initially, the Academy will seek lease reimbursement payments. If the location is not immediately suitable for compliance with the deadlines imposed by 22-8B-4.2 NMSA 1978, the school will seek a facility or agreement with its lessor to ensure compliance. If eligible, the charter may seek to enter into a lease purchase agreement or seek available space in a public building. Eventually, if the charter school is located in public property, the Academy may request capital outlay assistance for approved public school capital outlay projects.

H. OTHER STUDENT SERVICES

- **Describe the school's plans for meeting the transportation needs of its students and plans for contracting services for transportation, if applicable.**

Senator Dennis Chavez Academy will not offer transportation services, except as mandated by state and/or federal law. It will be the responsibility of a student's parent/mentors to provide transportation to the Academy's Learning Center and any other school-related instructional or non-instructional activities requiring the student's participation outside their home or place of regular study. Arrangements for

transporting students with special needs will be made on an as-needed basis pursuant to the student's IEP.

- **Describe the school's plans for meeting the food services needs of its students and plans for contracting services for food services, if applicable.**

The Academy will not provide food service. On the days students attend sessions at the Learning Center, lunch time will be scheduled and students will be responsible for supplying their own lunch.

- **Describe the school's plans for providing student access to counseling services and plans for contracting services, if applicable.**

In addition to teachers and mentors, a variety of support services will be available to ensure that the Academy and its all its students, including those with disabilities and exceptionalities effectively meet their educational needs and goals.

Advisors will monitor students' overall academic 'health' and attendance. They effectively tie together the students' educational experience at the school. They generally follow students from grade to grade, and are responsible for building the school's student community. They also serve as the instructors in orientation courses, and ensure that students are ready to learn and to succeed in the high school program. In addition, they serve as an important administrative resource – helping to pull together teachers and mentors for conferences when students need help.

School Counselors will assist students in the transition from Middle School to High School. They also assist students in selecting the correct pathway through high school, and to draft their post graduation plans. Counselors are also crucial in that they assist students with non-academic issues related to social, emotional, or cognitive development and personal health and safety.

In addition to high school courses and school counselors, K¹² also offers **Web-based counseling tool(s)** to support college, career planning and exploration. Specifically the tool(s) may include:

- **Counselor's Office:** Web-based system which allows college and career counselors to collect and organize detailed information about students' post-secondary plans;
- **Course Manager:** Fully automated system to help students choose the courses they'll need to achieve their post-secondary goals;
- **Family Connection:** Provides students and families access to age/grade-appropriate resources for course, college, and career planning. Counselors can

build multi-year course plans; conduct targeted college searches, research scholarships, etc;

- **Career Planner:** Integrated so students and parents can see how career decisions relate to course and college planning activities, and counselors can guide and track student progress.

For students with exceptional needs, **Special Education Teachers** will develop student IEPs, monitor progress toward IEP goals, and conduct annual reviews of IEPs. They partner with general education teachers in co-teaching activities that support special needs students learning. They provide suggestions/guidance to the regular education teacher on accommodations to be made to lessons or provide them directly to the students. They also support parents of the student to help them better support the child in the home learning environment.

Last, but not least, the school's **Head Administrator** will provide oversight and leadership for all of the people involved in supporting and educating the student. The Head Administrator ensures that Academy students receive the highest quality educational experience, while developing and enforcing all school policies and ensuring that the school meets all federal, state, and local education standards. She/he will often conference directly with teachers, parents, and students when concerns over academic performance, attendance, or behavior are raised.

Together, all of these people create a literal web of support for all Academy students!

- **Describe the school's plans for providing student access to health services and plans for contracting services, if applicable.**

Senator Dennis Chavez Academy shall comply with all state and federal health and safety requirements applicable to public schools. The Academy will collect immunization records as part of the enrollment process and keep a current record of each student's immunization status which will be available to public health authorities. Each year that a student enrolls or re-enrolls he/she will update his/her own records on the enrollment form. The Head Administrator is responsible for overseeing the maintenance of the immunization records. The school's Administrative Assistant will be responsible for maintaining them and following up with families about immunization requirements. The records will be kept at the Academy's administrative office.

If the Academy deems it necessary, it may contract to provides its students with counseling and health services under 22-8B-4D NMSA 1978 with a school district, a university or college, the state, another political subdivision of the state, the federal government or one of its agencies, a tribal government or any other third party for the use of a facility, its operation and maintenance and the provision of any service or activity that the charter school is required to perform in order to carry out the educational program described in its charter. The Academy may contract with the

above mentioned groups in order to serve and benefit its students with any and all required and optional medical services or activities.

With parental permission, Senator Dennis Chavez Academy will provide vision and hearing screenings to Academy students, but does not anticipate providing health services to students beyond these requirements. Screenings will be done at the learning center or in the students' school district of residence. It is anticipated that the Academy will enter into service agreements with appropriate service providers to deliver these services.

VIII. REQUIREMENTS

The Requirements section of the application addresses the necessary arrangements that school leaders must make to define the respective legal liability and responsibility of the governing body and the Public Education Department. These requirements include, but are not limited to, securing appropriate insurance coverage and identifying waivers that will be sought by the school from the Public Education Department.

A. LEGAL LIABILITY AND INSURANCE COVERAGE

- **Provide a statement that the charter school will participate in coverage by the public school insurance authority and will comply with all applicable rules of that authority.**

Senator Dennis Chavez Academy will participate in coverage by the public school insurance authority and will comply with all applicable rules of that authority.

B. WAIVERS

- **List the specific waivers that will be requested from the department's requirements, rules, and provisions of the Public School Code pertaining to individual class load, teaching load, length of the school day, staffing patterns, subject areas, purchase of instructional material, evaluation standards for school personnel, school principal duties, driver education, and graduation requirements.**

Senator Dennis Chavez Academy requests the following waivers from the department's requirements, rules, and provisions of the Public School Code as provided for charter schools in 22-8B-5 NMSA 1978:

Waiver Requested	Rationale for Waiver
Individual Class Load 6.30.2.10G NMAC	On site student to teacher ratio will be 20 to 1. However, depending on the student enrollment, it may be possible that certain classes may exceed the maximum for a licensed teacher. Distance learning classes will have higher student to teacher ratios but will be of a size that teachers can effectively manage and students will successfully continue to learn.

Teaching Load 6.30.2.10G NMAC	The Academy does not anticipate that teaching loads in the on site classes will exceed the statutory maximum. However, this waiver is requested so that the Academy administration may have the flexibility to adjust given enrollment and program demands.
Length of school day 6.30.2.10H NMAC	The Academy will have rigorous demands of its students, which may include longer and a more varied schedule than a traditional school day schedule. The Academy will follow a 195 day school calendar.
Purchase of instructional materials 6.75.2. et seq. NMAC	The Academy may not purchase instructional materials from the state adopted list. Materials will align with the materials identified in the curriculum as well as materials that may later be identified by the professional staff hired by the Academy. All materials purchased will support programs offered by the Academy.
School principal duties 22-10A-18 NMSA 1978	Traditional principal duties may be completed by an individual who is not the Head Administrator. The Academy's Head Administrator will not report to the superintendent of schools, but rather to the charter school's governing body. In addition, the responsibilities of evaluating teachers in accordance with the three tier licensure will be assigned to a Level IIIB licensed individual who may not be the Head Administrator.
School personnel evaluation standards 6.69.1 NMAC through 6.69.07 NMAC	Employees of the Academy will be evaluated based on consideration of the standards described in 6.69.3 through 6.69.7 NMAC , but the Academy may deviate from or add new categories to these standards to ensure that the standards used are relevant to the uniqueness of the Academy's mission and vision.
Drivers education 22-13-12 NMSA 1978	The Academy will not offer drivers education. The Academy may assist students with locating local driving schools, but the students will be responsible for obtaining this education if desired.

Staffing Patterns 22-10A-20 NMSA 1978	The Academy may use alternative staffing patterns to address particular circumstances or needs.
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- **If any waivers will be requested that are not pertaining to those listed above, cite the applicable statute and/or state rule that the school is requesting to be waived.**

No other waivers are requested at this time.

IX. APPENDICES

The contents of the appendices will be evaluated as they pertain to the appropriate sections IV through VIII of the application.

Please provide each of the following documents as an appendix:

- **Proposed Personnel Policies:** Please see **Appendix 1.**
- **Proposed Student Discipline Policy:** Please see **Appendix 2.**
- **Form 910B5:** Please see **Appendix 3.**
- **Budget Spreadsheet:** Please see **Appendix 4.**
- **Bibliography of Citations:** Please see **Appendix 5.**
- **Acronyms List:** Please see **Appendix 6.**
- **K-8 Course Catalog:** Please see **Appendix 7.**
- **High School Catalog:** Please see **Appendix 8.**
- **World Languages Catalog:** Please see **Appendix 9**
- **Draft Salary Schedule:** Please see **Appendix 10**
- **Curriculum Alignment:** Please see **Appendix 11**
- **K-8 Courses Scope and Sequence:** Please see **Appendix 12**
- **High School Courses Scope and Sequence:** Please see **Appendix 13**
- **Sample Governing Board Bylaws:** Please see **Appendix 14**
- **Letters of Support and Petitions:** Please see **Appendix 15**

IX. APPENDICES

Appendix 1:	Proposed Personnel Policies
Appendix 2:	Proposed Student Discipline Policy
Appendix 3:	Form 910B5
Appendix 4:	Budget Spreadsheet
Appendix 5:	Bibliography of Citations
Appendix 6:	Acronyms List
Appendix 7:	K-8 Course Catalog
Appendix 8:	High School Catalog
Appendix 9:	World Languages Catalog
Appendix 10:	Draft Salary Schedule
Appendix 11:	Curriculum Alignment
Appendix 12:	K-8 Courses Scope and Sequence
Appendix 13:	High School Courses Scope and Sequence
Appendix 14:	Sample Governing Board Bylaws
Appendix 15:	Letters of Support and Petitions

EMPLOYEE HANDBOOK

SENATOR DENNIS CHAVEZ ACADEMY

DRAFT

June 2009

PLEASE NOTE: THIS HANDBOOK IS INTENDED AS A DRAFT DOCUMENT. ANY PROVISION THAT DOES NOT ADDRESS STATE AND FEDERAL LAW MAY BE REVISED BY THE GOVERNING BOARD AFTER THE CHARTER APPLICATION IS APPROVED. ALL SUCH POLICIES WILL BE MADE IN ACCORDANCE WITH THE OPEN MEETINGS ACT.

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WELCOME!

The Senator Dennis Chavez Academy (“the Academy”) is a public charter school that provides an individualized standards-based education for students throughout the state of New Mexico. Our team of hard working, highly qualified staff works as partners with parents to provide an innovative and challenging education that focuses on traditional instructional models to promote mastery of the New Mexico Content Standards, Benchmarks and Performance Standards. The Academy believes parents are integral in the acquisition of knowledge and works to strengthen family values, promote character, and provided skill mastery through the use of technology and web-based and hands-on curriculum.

The Academy is an innovative public school option now available for up to 500 students in the state of New Mexico. Our public school serves kids in kindergarten through twelfth grades. Senator Dennis Chavez Academy is a public charter school that is funded by state tax dollars. The school’s board is the Governing Board of the school. Our Board is comprised of parents and community members who are passionate about providing additional educational options to the students of New Mexico.

Our School office is located in Las Cruces, New Mexico, and all of our administrative team works from this office.

Thank you for joining the Academy. We hope you agree that you have a great contribution to make to the Academy, and that you will find your employment a rewarding experience. We look forward to the opportunity of working together to create a truly successful educational environment for the children we serve. We also want you to feel that your employment with the Academy will be one that is mutually beneficial and gratifying.

SENATOR DENNIS CHAVEZ ACADEMY MISSION STATEMENT

The mission of the Senator Dennis Chavez Academy is to provide a 21st century individualized public education to students from kindergarten through twelfth grade using innovative and engaging technology, curriculum, and instructional methods--preparing students to meet the challenges and demands of post secondary education and the work force as future entrepreneurs and leaders. In cooperation with the community and its businesses, the Academy also seeks to develop life and career skills in its students: leadership, a work ethic and ethics, accountability and productivity, initiative and self-direction, and social and personal responsibility. The Academy will blend traditional learning in a “brick and mortar” Learning Center with distance learning to connect students, parents, and teachers in a 21st century learning community focused on results.

SENATOR DENNIS CHAVEZ ACADEMY TEAM VISION

To strengthen Senator Dennis Chavez Academy’s partnerships through an active support system, effective accountability plan, and improved communication by setting clear expectations, showing a united front, and developing a strong school community.

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INTRODUCTION

An interesting and challenging experience awaits you as an employee of the Senator Dennis Chavez Academy (“the Academy”). We have written this handbook in order to answer some of the questions you may have concerning the policies of the school. Please read it thoroughly and retain it for future reference. Should you have any questions regarding any policies, please ask your supervisor, the Operations Manager, or the Head Administrator for assistance.

DEFINITIONS

- The term "employee" as used throughout this handbook means those employees of the Academy.
- The term "employment" as used throughout this handbook means your employment with the Academy.
- The term “school” or the Academy as used throughout this handbook means the separate business entity whose employees are affected by these policies.

This handbook is not a contract guaranteeing employment for any specific duration. Both you and the Academy have the right to terminate your employment subject to the New Mexico School Personnel Act. No administrator, supervisor, or representative of the Academy, other than Head Administrator, has the authority to enter into any agreement for employment for any specified period or to make any promises or commitments contrary to the foregoing. Any employment agreement entered into shall not be enforceable unless it is in writing and signed by both parties.

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NOTICE TO EMPLOYEES

In drafting this Employee Handbook, we have avoided the use of specific gender pronouns wherever possible. However, where such avoidance would have led to very awkward sentences, we have used the masculine pronoun. This use should be considered to refer to both genders.

CHANGE IN POLICY

The policies in this handbook are subject to change at the sole discretion of the Academy. We will notify you of these changes by appropriate means. Changes will be effective on dates determined by the Academy, and you may not rely on policies that have been superseded. No administrator or supervisor has any authority to alter the foregoing.

If you are uncertain about any policy or procedure, please check with the Head Administrator or his authorized representative.

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EMPLOYMENT POLICIES

EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Academy provides equal employment opportunities to all employees and applicants without regard to race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related) or sexual orientation in accordance with applicable federal, state and local laws. In addition, the Academy complies with applicable state and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

AMERICANS WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act (ADA) requires an employer to provide reasonable accommodations for individuals with disabilities, unless it would cause undue hardship. A reasonable accommodation is any change in the work environment or in the way a job is performed that enables a person with a disability to enjoy equal employment opportunities.

If you require an accommodation you must inform your supervisor that there is a need for an adjustment or change at work for a reason related to a medical condition. We will respond promptly and to the best of our ability to accommodate the needs of all employees.

CLASSIFICATIONS OF EMPLOYMENT

For purposes of salary administration and eligibility for overtime payments and employment benefits, the Academy classifies its employees as follows:

- ***Full-time Regular Employees*** -- Employees hired to work the Academy's normal, full time, 30 hour or more workweek on a regular basis. Such employees may be "exempt" or "non-exempt" as defined below.
- ***Part-time Regular Employees*** -- Employees hired to work fewer than 30 hours per week on a regular basis. Such employees may be "exempt" or "non-exempt" as defined below.
- ***Temporary Employees*** -- Employees engaged to work full time or part time on the Academy's payroll with the understanding that their employment will be terminated no later than upon completion of a specific assignment. (Note that a temporary employee may be offered, and may accept, a new temporary assignment with the Academy and thus still retain temporary status.) Such employees may be "exempt" or "non-exempt" as defined below.

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(Note that employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of the Academy.)

- ***Non-exempt Employees*** -- Employees who are required to be paid minimum wage and overtime at the federal or state prescribed wage rate, whichever is higher.
- ***Exempt Employees*** -- Employees who are not required to be paid minimum wage and overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty hours in a workweek. Professional employees, teachers, counselors, ancillary services providers, , certain computer programmers and employees in some administrative positions are typically exempt.

PERSONNEL FILES

The Academy maintains a basic personnel file on each employee in the Head Administrator's office at the Learning Center. This is the repository for certifications, notes, performance reviews, Child Abuse training verification, and related information. You may review your personnel file upon request and in the presence of authorized personnel. If you are interested in reviewing your file, contact your supervisor or the Operations Manager to make arrangements.

To ensure that your personnel file is up-to-date at all times, notify your supervisor or the Operations Manager of any changes in your name, telephone number, home address, marital status, number of dependents, beneficiary designations, scholastic achievements, the individuals to notify in case of an emergency, and so forth. An Employee Change in Status Notice will need to be filled out.

EMPLOYMENT REFERENCES

All employment verification or reference requests on current or former employees are to be referred to the Operations Manager. The Academy will normally only release last title and dates of employment. All other requests for information on current or former employees also are to be referred to the Operations Manager, who will consider and respond to the request.

Requests for employment verification for credit or mortgage purposes should also be referred to the Operations Manager. Certain information will be provided only if the employee has executed a release.

EMPLOYMENT OF RELATIVES

The Academy permits the employment of qualified relatives of employees so long as such employment does not, in the opinion of the Academy, create actual or perceived conflicts of interest. For purposes of this policy, "relative" is defined as a spouse, child, parent, sibling,

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grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. The Academy will exercise sound business judgment in the placement of related employees in accordance with the following guidelines:

- Individuals who are related by blood or marriage are permitted to work in the Academy facility provided no direct reporting or supervisory/management relationship exists. That is, no employee is permitted to work within the "chain of command" of a relative such that one relative's work responsibilities, salary, or career progress could be influenced by the other relative.
- No relatives are permitted to work in a position in which the Academy believes an inherent conflict of interest may exist.

This policy applies to all categories of employment at the Academy, including regular, temporary and part-time classifications.

Employment of relatives of the Head Administrator will be consistent with the provisions of NMSA 1978 §22-8B-10.

OUTSIDE EMPLOYMENT

Employees may hold outside jobs so long as they meet the performance standards of their job with the Academy. All employees will be judged by the same performance standards and will be subject to scheduling demands, regardless of any existing outside work requirements.

If it is determined that an employee's outside work conflicts or interferes with performance, safety or the ability to meet the requirements of the Academy as they are modified from time to time, the employee may be asked to terminate the outside employment if he desires to remain with the Academy.

Outside employment that constitutes a conflict of interest is prohibited. Employees also may not receive any income or material gain from individuals outside the Academy for materials produced or services rendered while performing their jobs with the Academy.

JOB PERFORMANCE EVALUATIONS

You will be evaluated with respect to the job that you are performing for the Academy. As you demonstrate the ability to take on additional responsibilities, your talents will be utilized in the manner deemed most suitable to your demonstrated ability and the needs of the school.

A written performance evaluation of each employee will be performed periodically. The evaluation will be conducted by your supervisor and will be reviewed with you. Any areas of specific achievement or need for improvement will be noted and discussed with you.

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The evaluation and process and tools for teacher evaluations will conform to the Guidelines for New Mexico Annual Teacher Performance Evaluation.

ADVANCEMENT AND PROMOTION

The Academy's goal is to promote employees from within the current workforce whenever possible. Once a vacancy is established, you may apply for the job provided you are qualified for such advancement.

In making advancement to a new position, the demonstrated ability and overall qualifications of the applicant will be considered. The final decision on applicants will be based upon the overall qualification of the applicant and the recommendation of the applicant's supervisor.

It is possible that an opening will occur that requires specialized skills and/or talents that do not currently exist within the school. In such cases, the school will hire someone from outside the present work force.

SEPARATION FROM EMPLOYMENT

An employee may be separated from employment voluntarily or involuntarily by retirement, resignation, lack of work, or termination. Separation from employment shall comply with the requirements in the New Mexico School Personnel Act.

Resignation

Any employee who voluntarily resigns is expected to provide the Academy with advance written notice of no less than two weeks for non-certified personnel and thirty (30) days for certified personnel. Failure to provide such notice may result in the employee not being eligible for rehire and not receiving earned, unused vacation time. In addition, for certified personnel, failure to provide adequate notice may be grounds for the Governing Board to report said failure to the Public Education Department's Ethics Bureau. If you have accrued, unused vacation time upon the termination of your employment, you will be paid for that time at your regular base pay, provided you have given two weeks written notice.

Layoff Due to Lack of Work

The Academy attempts to maintain a stable work force, however, business conditions sometimes change to a point that there is not enough work to keep all employees on the payroll. Should such a situation occur, the work force may be reduced by laying off the number of employees over and above those needed to perform the work available. Layoffs will be determined by the ability of the affected employees to adequately perform the available work. Length of service and non-medically related absences or tardiness may also be considered where relative ability is equal. The Governing Board will develop a reduction in force policy consistent with New Mexico case law and statute.

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Termination/Discharge

The final step in the disciplinary procedure is the termination (in case of non-contracted employee) or discharge (in the case of a contracted employee). If an employee fails to conform his conduct to the standards the Academy requires, the Academy may, for any reason it deems appropriate, terminate a non-contract employee with less than three consecutive years of employment. If a contract employee is discharged as a result of disciplinary action, the employee will only be discharged for just cause as defined in the School Personnel Act. A contract employee who is discharged mid-contract will be entitled to due process as described in NMSA 1978 §22-10A-27. (i.e. opportunity for hearing before the Governing Board and right to appeal to an independent arbitrator.)

If a non-contract employee with more than three years of employment is terminated he will be entitled to due process as described in NMSA 1978 §22-10A-24 and the right to appeal to an independent arbitrator. If a contract employee is terminated (i.e. contract is not renewed) as a result of the misconduct, the school will follow the termination procedures as described in NMSA 1978 §22-10A-24 only if the employee has been employed for three consecutive years with the Academy.

Notwithstanding this progressive disciplinary procedure policy, the Academy reserves the right to administer discipline in such a manner as it deems appropriate under the circumstances, and may, at its sole discretion, eliminate any or all of the steps in the discipline process, except as required by the School Personnel Act.

Notwithstanding this progressive disciplinary procedure policy, the Academy reserves the right to administer discipline in such a manner as it deems appropriate to the circumstances, and may, in its sole discretion, eliminate any or all of the steps in the discipline process.

See Guidelines for Appropriate Conduct Below

Exit Interviews

School administrators may conduct an exit interview to discuss your reasons for leaving and any other impressions that you may have about the school. During the exit interview, you can provide insights into areas for improvement for the Academy and your specific position.

Return of Academy Property

Any Academy property issued to you, such as software, computer equipment, databases, files, pager, keys, parking passes or Academy credit card must be returned at the time of your termination. You will be responsible for any lost or damaged items. The value of any property issued and not returned may be deducted from your final paycheck, and you may be required to sign a wage deduction authorization form for this purpose.

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EMPLOYEE CONDUCT

ANTI-HARASSMENT POLICY

It is the policy of the Academy to maintain a working environment that encourages mutual respect, promotes respectful and congenial relationships between employees and that is free from all forms of harassment by anyone, including supervisors, co-workers, vendors, contractors or customers. Harassment, even when not unlawful or directed at a protected category, is expressly prohibited and will not be tolerated by the Academy. Accordingly, the Academy is committed to vigorously addressing complaints of harassment and sexual harassment at all levels within the Academy.

Reported or suspected occurrences of harassment will be promptly and thoroughly investigated. Following an investigation, the Academy will immediately take any necessary and appropriate disciplinary action.

The Academy will not permit or condone any acts of retaliation against anyone who files harassment complaints or cooperates in the investigation of same.

1. The term “harassment” includes harassment based on any category protected by federal, state, or local law, which may include depending on the jurisdiction, but is not limited to, unwelcome slurs, jokes, or verbal, graphic or physical conduct relating to an individual's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related) or sexual orientation.
2. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:
 - a. Submission to such conduct is an explicit or implicit term or condition of employment;
 - b. Employment decisions are based on an employee's submission to or rejection of such conduct; or,
 - c. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Complaint Procedure

The Academy provides its employees with a convenient and reliable method for reporting incidents of harassment, including sexual harassment. Any employee who feels harassed or discriminated against is encouraged to immediately inform the alleged harasser that the behavior is unwelcome. In many instances, the person is unaware that their conduct is offensive and when

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so advised can easily and willingly correct the conduct so that it does not reoccur. If the informal discussion with the alleged harasser is unsuccessful in remedying the problem or if you do not feel comfortable with such an approach, you should immediately report the conduct to your immediate supervisor, Operations Manager, and/or Head Administrator. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring those kinds of problems to our attention so that we can take the necessary steps to correct the problem. The report should include all facts available to the employee regarding the harassment or sexual harassment.

Confidentiality

All reports of harassment or sexual harassment will be treated seriously. However, absolute confidentiality is not promised nor can it be assured. The Academy will conduct an investigation of any complaint of harassment or sexual harassment, which may require limited disclosure of pertinent information to certain parties, including the alleged harasser.

Investigative Procedure

Once a complaint of harassment or sexual harassment is received, the Academy will begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred.

Following an investigation, the Academy will immediately take any necessary and appropriate disciplinary action. Disciplinary action will be taken if the investigation reveals that an employee has acted in a manner that is not in alignment with the goal of this policy, even when the actions may be lawful. In fact, the Academy may address any workplace issue discovered during an investigation. This may include some or all of the following steps:

Restore any lost terms, conditions or benefits of employment to the complaining employee.

Discipline the harasser. This discipline can include written disciplinary warnings, transfer, demotion, suspension, and termination.

If the harassment or sexual harassment is from a vendor, contractor or customer, the Academy will take appropriate action to stop the conduct.

If you have made a complaint but feel that the action taken in response has not remedied the situation, you should make a complaint following the complaint procedure outlined in this policy.

Duties of Employees and Supervisors

All employees of the Academy, both administrators and others, are responsible for assuring that a workplace free of harassment or sexual harassment is maintained. Any employee may file a harassment complaint regarding incidents experienced personally or incidents observed in the

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workplace. The Academy strives to maintain a lawful, pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.

All Academy administrators and supervisors are expected to adhere to the Academy's anti-harassment policy. Supervisors' evaluations may include an assessment of the supervisor's efforts in following and enforcing this policy.

All administrators and supervisors are responsible for doing all they can to prevent and discourage harassment or sexual harassment from occurring. If a complaint of harassment or sexual harassment is raised, administrators and supervisors are to act promptly to proceed with an investigation. If an administrator or supervisor fails to follow this policy, he or she will be disciplined. Such discipline may include termination or discharge.

GUIDELINES FOR APPROPRIATE CONDUCT

As an Academy team member, employees are expected to accept certain responsibilities, follow acceptable business principles in matters of conduct, and exhibit a high degree of integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that employees refrain from any behavior that might be harmful to themselves, co-workers, the Academy, or that might be viewed unfavorably by current or potential students and their families or by the public at large. Employee conduct reflects on the Academy. Employees are, consequently, encouraged to observe the highest standards of professionalism at all times.

Types of behavior and conduct that the Academy considers inappropriate include, but are not limited to, the following:

- Falsifying employment or other Academy records;
- Violating the Academy's anti-harassment policy;
- Soliciting or accepting gratuities from current or potential students and their families;
- Excessive absenteeism or tardiness;
- Excessive, unnecessary, or unauthorized use of Academy property and supplies, particularly for personal purposes;
- Reporting to work under the influence of drugs or alcohol, and the illegal manufacture, possession, use, sale, distribution or transportation of drugs;
- Bringing or using alcoholic beverages on the Academy property or using alcoholic beverages while engaged in Academy business off the Academy's premises, except where authorized;
- Fighting or using obscene, abusive, or threatening language or gestures;
- Theft of property from co-workers, customers, or the Academy;

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- Unauthorized possession of firearms on the Academy premises or while on Academy business;
- Disregarding safety or security regulations;
- Insubordination; and
- Failing to maintain the confidentiality of Academy and student information. In particular, student information must be strictly safeguarded. Every employee is fully responsible for all student information which comes upon his/her notice or possession. If paperwork or other information is found, it is to be immediately placed in a locked location and your supervisor notified. If a computer is found unattended which shows student information, it is to be placed in hibernation and/or removed to a locked location, and your supervisor notified. Employees may never reveal information about students to unauthorized persons; if asked, the employee should report the inquiry to his/her supervisor immediately.

Should an employee's performance, work habits, overall attitude, conduct or demeanor become unsatisfactory based on violations either of the above or of any other Academy policies, rules, or regulations, the employee will be subject to disciplinary action, up to and including termination.

Before or during imposition of any discipline, employees may be given an opportunity to relate their version of the incident or problem at issue and provide any explanation or justification they consider relevant.

Where appropriate, a policy of progressive employee discipline will be followed by supervisors. Major elements of this policy include:

1. **VERBAL REPRIMAND.** The first step in the Academy's progressive disciplinary policy is the "verbal reprimand." This is a verbal warning to an employee that his conduct is unacceptable, and that repeated or continued failure to conform his conduct or performance to the Academy standards will result in more severe disciplinary action. Before receiving a verbal reprimand, an employee will be counseled by his supervisor and told what improvements are necessary and expected to correct any performance deficiencies. A record of the notice of the verbal reprimand may be made and retained in the employee's personnel file.
2. **WRITTEN REPRIMAND.** The second step is a "written reprimand." This reprimand will describe the unacceptable conduct or performance of the employee and specify needed changes or improvements. A copy of the written reprimand will be retained in the employee's personnel file.
3. **Suspension without pay:** When an employee's conduct is severe enough to warrant a stricter penalty short of discharge or termination, he may be suspended without pay for a period of time at the discretion of the Head Administrator. If the suspension exceeds 10 or more days, he or she will be entitled to due process.
4. **Termination/Discharge:** The final step in the disciplinary procedure is the termination (in case of non-contracted employee) or discharge (in the case of a contracted employee). If an

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employee fails to conform his conduct to the standards the Academy requires, the Academy may, for any reason it deems appropriate, terminate a non-contract employee with less than three consecutive years of employment. If a contract employee is discharged as a result of disciplinary action, the employee will only be discharged for just cause as defined in the School Personnel Act. A contract employee who is discharged mid-contract will be entitled to due process as described in NMSA 1978 §22-10A-27. (i.e. opportunity for hearing before the Governing Board and right to appeal to an independent arbitrator.)

If a non-contract employee with more than three years of employment is terminated he will be entitled to due process as described in NMSA 1978 §22-10A-24 and the right to appeal to an independent arbitrator. If a contract employee is terminated (i.e. contract is not renewed) as a result of the misconduct, the school will follow the termination procedures as described in NMSA 1978 §22-10A-24 only if the employee has been employed for three consecutive years with the Academy.

Notwithstanding this progressive disciplinary procedure policy, the Academy reserves the right to administer discipline in such a manner as it deems appropriate under the circumstances, and may, at its sole discretion, eliminate any or all of the steps in the discipline process, except as required by the School Personnel Act.

VIOLENCE IN THE WORKPLACE POLICY

It is the intent of the Academy to provide a safe workplace and Internet environment for employees and to provide a comfortable and secure atmosphere for students and other stakeholders of the Academy. The Academy has zero tolerance for violent acts or threats of violence.

The Academy expects all employees to conduct themselves in a non-threatening, non-abusive manner at all times. No direct, conditional or veiled threat of harm to any employee or Academy property will be considered acceptable behavior. Acts of violence or intimidation of others will not be tolerated. Any employee who commits or threatens to commit a violent act against any person while on Academy premises or over the Internet will be subject to immediate discharge. If an employee, while engaged in Academy business off the premises, commits or threatens to commit a violent act, that employee will be subject to immediate discharge if the threat or violent act could adversely affect the Academy or its reputation in the community.

Employees within the Academy share the responsibility in identification and alleviation of threatening or violent behaviors. Any employee who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, should immediately report this information to their supervisor or a member of management. Employees must assume that any threat is serious. If you as an individual feel threatened and need protection, do not hesitate to report the situation to your immediate supervisor, Operations Manager or Head Administrator who will carefully investigate all reports, and employee confidentiality will be maintained to the fullest extent possible.

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EMPLOYEE SAFETY AND HEALTH

It is the policy of the Academy to provide its employees a safe and healthy work place and to follow procedures aimed at safeguarding all employees. Accident prevention and efficiency in production go together; neither should be given priority over the other.

Safety is everyone's responsibility. Every supervisor is expected to devote the time and effort necessary to ensure the safety of employees at all times.

Responsibilities of the employee include:

- Obeying the safety rules.
- Following safe job procedures. Not taking short cuts.
- Keeping work areas clean and free from slipping or tripping hazards and putting things carefully away in storage areas.
- Using prescribed personal protective equipment.
- Immediately reporting all malfunctions to a supervisor.
- Using care when lifting and carrying objects.
- Observing restricted areas and all warning signs.
- Knowing emergency procedures.
- Reporting unsafe conditions to supervisors.
- Promptly reporting every accident and injury to his supervisor.
- Following the care prescribed by the attending physician when treated for an injury or illness.
- Attending all employee safety meetings.
- Participating in accident investigations, serving on safety committee or other loss control activities as needed.

Failure to observe these guidelines may result in disciplinary action, up to and including termination of your employment.

WORKPLACE ACCIDENTS

No matter how insignificant an injury may seem at the time of occurrence, you should notify the on-site supervisor immediately of any workplace accident or injury.

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DRUG FREE WORKPLACE POLICY

The policy of the Academy is to maintain a drug free workplace. As a condition of continued employment, all Academy employees must comply with this policy. The term “workplace” is defined as Academy property, any Academy sponsored activity, or any other site where the employee is performing work for the Academy or representing the Academy. The term “drug” as used in this policy includes alcoholic beverages and prescription drugs, as well as illegal inhalants and illegal drugs and/or controlled substances as defined in schedules I through V of the Controlled Substances Act, 21 U.S.C. Sec. 812, 21 C.F.R. Sec 1308, and the state and local law of the jurisdiction where the workplace is located, including, but not limited to, marijuana, opiates (e.g., heroin, morphine), cocaine, phencyclidine (PCP), and amphetamines. An employee who engages in an activity prohibited by this policy shall be subject to disciplinary action, up to and including immediate termination of employment. However, the use and/or possession of prescription drugs under federal law, when taken as directed and obtained with a valid prescription, shall not be a violation of this policy.

Prohibited activities under this policy include the possession, use, sale, attempted sale, distribution, manufacture, purchase, attempted purchase, transfer, or cultivation of drugs, as defined above, in the workplace, as defined above. Employees are also prohibited from being at the workplace with a detectable amount of drugs in their system. However, the use and/or possession of prescription drugs under federal law, when taken as directed and obtained with a valid prescription, shall not be a violation of this policy.

Information regarding the availability of treatment programs, if any, such as assistance provided by the public school insurance authority’s health care plan coverage or drug and alcohol abuse rehabilitation programs and the requirements for participation in drug and alcohol abuse education and training programs, may be requested by contacting your supervisor or the Operations Manager.

This policy is not intended to replace or otherwise alter the obligation of the Academy to comply with requirements of the U.S. Department of Transportation or any other federal, state or local agency that regulates drug testing administration or a particular industry.

ROMANTIC RELATIONSHIPS

The Academy desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment, and the employee morale and dissension problems that can potentially result from romantic relationships involving administrative and supervisory employees in the Academy or certain other employees in the Academy.

Accordingly, administrators and supervisors are discouraged from becoming romantically involved with one another or with any other employee of the Academy. Additionally, all employees, both administrators and others, are discouraged from becoming romantically

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involved with other employees, when, in the opinion of the Academy, their personal relationships may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security, or morale.

An employee who is romantically involved with a supervisor or fellow employee should immediately and fully disclose the relevant circumstances to their supervisor so that a determination can be made as to whether the relationship presents an actual or potential conflict of interest. If an actual or potential conflict exists, the Academy may take whatever action appears appropriate according to the circumstances, up to and including transfer or discharge. Failure to disclose facts may lead to disciplinary action, up to and including termination.

Employees are expected to behave in a professional manner in the workplace and keep their personal relationships out of the work environment. Employees should also remember that the Academy maintains a strict policy against unlawful harassment of any kind, including sexual harassment. The Academy will vigorously enforce this policy consistent with all applicable federal, state, and local laws.

COMPLAINT RESOLUTION PROCEDURE

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, should a situation persist that you believe is detrimental to your employment with the Academy, you should follow the procedure described here for bringing your complaint to management's attention.

Step One. Discussion of the problem with your immediate supervisor is encouraged as a first step. If, however, you do not believe a discussion with your supervisor is appropriate, you may proceed directly to Step Two.

Step Two. If your problem is not resolved after discussion with your supervisor or if you feel discussion with your supervisor is inappropriate, you are encouraged to request a meeting with the Operations Manager. In an effort to resolve the problem, the Operations Manager will consider the facts and may conduct an investigation or bring the appropriate parties together for discussion. If, however, you do not believe a discussion with the Operations Manager is appropriate, you may proceed directly to Step Three.

Step Three. If your problem is not resolved after discussion with the Operations Manager if you feel discussion with the Operations Manager is inappropriate, you are encouraged to request a meeting with the Head Administrator. In an effort to resolve the problem, the Head Administrator will consider the facts and may conduct an investigation or bring the appropriate parties together for discussion. If, however, you do not believe a discussion with the Head Administrator is appropriate, you may proceed directly to Step Four.

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Step Four. If your problem is not resolved after discussion with the Head Administrator or if you do not believe a discussion with the Head Administrator is appropriate, you are encouraged to request a meeting with a representative of the Academy Governing Board. In an effort to resolve the problem, the representative will consider the facts and the Governing Board or a third party investigator may conduct an investigation. After the investigation is completed the Governing Board will make a decision, which shall be final.

The Academy does not tolerate any form of retaliation against employees availing themselves of this procedure. The procedure should not be construed, however, as preventing, limiting, or delaying the Academy from taking disciplinary action against any individual, up to and including termination, in circumstances (such as those involving problems of overall performance, conduct, attitude, or demeanor) where the Academy deems disciplinary action appropriate.

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HOURS AND COMPENSATION POLICIES

HOURS OF OPERATION

Hours of operation will be determined once the Head Administrator is hired and a school calendar is developed.

PAYDAY

All employees are paid semi-monthly. Normal pay periods are from the 1st to the 15th of the month and from the 16th to the last day of the month. Pay statements for the pay period from the 1st to the 15th are made available on the 22nd. Pay statements for the pay period from the 16th to the end of the month are made available on the 6th of the following month. Should a pay day fall on a weekend or holiday, paychecks are made available on the prior business day.

Vacation pay will be paid on the regular pay cycle. If you resign, final settlement of services or wages will be made no earlier than the next regular pay cycle, or in accordance with state law, whichever is sooner.

If you are terminated, you will be issued a check on the next regular payday, or in accordance with applicable state law, whichever is earlier.

ABSENTEEISM AND TARDINESS

The Academy expects all employees to assume diligent responsibility for their attendance and promptness. It is extremely important that you be punctual in your arrival for work at the beginning of the workday. If you know that you will be absent or late arriving for work, notify your supervisor personally no later than one hour before your scheduled start time. In the event of a disabling sickness or accident while performing your duties, notify your supervisor immediately.

If you are absent for three or more consecutive workdays, a statement from a physician may be required before you will be permitted to return to work. In such instances, the Academy also reserves the right to require you to submit to an examination by a physician designated by the Academy at its discretion.

If you are scheduled to be working from home and cannot be reached by your supervisor within a reasonable amount of time, this will be considered an unexcused absence.

Unexcused or excessive absenteeism or tardiness may be grounds for disciplinary action, up to and including termination. If you are absent for three or more consecutive business days and fail to properly report your absences, this will be considered a resignation of your position and you

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will be terminated for abandonment of your job.

EMERGENCY OFFICE CLOSING

It is the policy of the Academy that offices be open during normal working hours in order to provide the service our students and families require and expect from us. The Head Administrator has the sole discretion in determining if the office is to be closed in the event of inclement weather, power or other utility failure, fire, flood, earthquake, or some other emergency.

TIME SHEETS

All hourly employees must record their time worked on a daily basis and submit to their Operations Manager on a weekly basis. The time sheet is used for payroll records that must be maintained accurately at all times.

OVERTIME FOR NON-EXEMPT EMPLOYEES

It should be recognized that overtime and additional work other than that which is regularly scheduled might be required.

Overtime will be paid to eligible, non-exempt employees in accordance with applicable state law. The pay for regular overtime will be at the federal or state prescribed wage rate, whichever is higher.

All overtime must be authorized prior to its occurrence by your immediate supervisor. All overtime will be clearly noted on your time sheet and should be initialed by your immediate supervisor.

Prohibited “Off the Clock” Work

At no time should non-exempt employees perform work while “off the clock.” All time spent working should be properly recorded. If given a directive to perform work “off the clock,” please promptly notify the Operations Manager or, if the Operations Manager has given a directive to work “off the clock” and/or has told you not to properly record all hours worked, notify the Head Administrator. No employee will be penalized in any way for making such a complaint.

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WAGE AND SALARY

Wage rates and salaries are subject to the requirements of the New Mexico School Personnel Act and vary according to your qualifications, previous work experiences, and a successful, stable work record. Rates for one particular job or classification cannot be compared as being relative to any other. Initial salaries are outlined in the contract signed by the employee at hiring.

Any wage increase or adjustment in pay will be awarded on an individual basis dependent upon the requirements of the New Mexico School Personnel Act and your performance, your overall contribution to the Academy, and the school's academic performance. Salary increases are awarded on signing of a new yearly contract and are consistent with the adopted salary schedule.

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OPERATIONS POLICIES

APPEARANCE

All employees are required to report for work in clean clothing and footwear. All personnel should maintain good grooming and personal hygiene. Clothing which is not acceptable are items that are sloppy, tight, or unkempt, halter-tops, bathing suits, or tank tops.

Proper clothing, footwear, safety glasses and other appropriate safety equipment appropriate to your work environment will be used, especially when performing operations which produce flying particles that could endanger your eyes or skin. Failure or refusal to wear appropriate safety attire will be a basis for disciplinary action, up to and including termination of employment.

When school is in session, employees working in the Learning Center are required to dress professionally and wear their Academy name badge.

PERSONAL PHONE CALLS AND PERSONAL BUSINESS

During business hours, you are requested to keep personal calls to a minimum. No long distance or toll calls such as directory assistance, other than school business calls, are to be made from Academy telephones. If it is absolutely necessary that you make a toll call from work, please discuss first with your supervisor. Telephone records are subject to periodic review by the school.

If you need to leave the worksite to conduct personal business, you must first obtain permission from your immediate supervisor. This will allow him or her to make modifications to the work schedule if necessary and will keep him or her aware of your activities during the day.

USE OF COMMUNICATION SYSTEMS

It is the intent of the school to provide the communication systems necessary to implement the Academy's academic program. Employees are expected to adhere to proper use of all communication systems. These include but are not limited to the Telephone, Electronic Mail (E-Mail), Facsimile, Internet, Academy Intranet, Voice Mail, Computer Terminals, Modems and Systems Software. Employees are permitted use of Academy property and must comply with Academy policies and procedures regarding its use.

The communication systems owned and operated by the Academy shall only be used for school related business. Employees should have no expectation of privacy of any correspondence, messages or information in the systems.

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The Academy reserves the right to access and disclose all such messages sent for any purpose. All such messages, regardless of content or the intent of the sender, are a form of school correspondence, and are subject to the same internal and external regulation, security and scrutiny as any other school correspondence. E-mail communications are official internal Academy communications, which may be subject to summons in legal proceedings. Work-related messages should be directed to the affected employee(s) rather than sending a global message to all employees.

The Academy's communication systems shall not be used as a forum to promote religious or political causes, or an illegal activity. Offensive or improper messages or opinions, transmission of sexually explicit images, messages, cartoons, or other such items, or messages that may be construed as harassment or disparagement of others based on race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), sexual orientation are also prohibited on the Academy's communication systems.

Employees shall not attempt to gain access to another employee's personal communications system and messages. The Academy, however, reserves the right to access an employee's messages at any time, without notice to the employee.

Any violation of these guidelines may result in disciplinary action, up to and including termination.

INTERNET CODE OF CONDUCT

Access to the Internet has been provided to staff members for the benefit of the organization and its clients. It allows employees to connect to information resources around the world. Every staff member has a responsibility to maintain and enhance the Academy's public image, and to use the Internet in a productive manner. To ensure that all employees are responsible, productive Internet users and are protecting the Academy's public image, the following guidelines have been established for using the Internet.

Acceptable Use of the Internet

Employees accessing the Internet are representing the Academy. All communications should be for professional reasons. Employees are responsible for seeing that the Internet is used in an effective, ethical and lawful manner. Internet Relay Chat channels may be used to conduct official Academy business, or to gain technical or analytical advice. Databases may be accessed for information as needed. E-mail may be used for business contacts.

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Unacceptable Use of the Internet

The Internet should not be used for personal gain or advancement of individual views. Solicitation of non-Academy business, or any use of the Internet for personal gain is strictly prohibited. Use of the Internet must not disrupt the operation of the Academy network or the network of other users. It must not interfere with your productivity.

Communications

Each employee is responsible for the content of all text, audio or images that they place or send over the Internet. Fraudulent, harassing or obscene messages are prohibited. All messages communicated on the Internet should have your name attached. No messages will be transmitted under an assumed name. Users may not attempt to obscure the origin of any message. Information published on the Internet should not violate or infringe upon the rights of others. No abusive, profane or offensive language may be transmitted through the system.

Instant messaging

The Academy uses instant messaging systems to speed and ease communications among employees working in multiple locations. Many employees also share their instant message information with family and friends. During working hours, employees should not engage in long IM “conversations” that are not work-related. This is parallel to non-work phone use; employees whose productivity is affected by excessive IM activity may be subject to disciplinary action.

Software

To prevent computer viruses from being transmitted through the system, there will be no unauthorized downloading of any software. All software downloads require prior administrative approval.

Copyright Issues

Staff members while using the Internet may not transmit copyrighted materials belonging to entities other than the Academy. One copy of copyrighted material may be downloaded for use in research. Users are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from the Academy, up to and including immediate termination, or legal action by the copyright owner.

Security

All messages created, sent or retrieved over the Academy’s communication system are property of the school and should be considered public information. The Academy reserves the right to access and monitor all messages and files on the computer system as deemed necessary and

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appropriate. Internet messages are public communication and are not private. All communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. You cannot change your computer password without permission from your supervisor.

Harassment

Harassment of any kind is prohibited. Messages with derogatory or inflammatory remarks about an individual or group's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), sexual orientation will not be permitted.

Violations

Violations of any guidelines listed herein may result in disciplinary action, up to and including termination. If necessary, the Academy will advise appropriate legal officials of any illegal violations.

STUDENT AND FAMILY RELATIONS

The Academy strives to consistently provide students and families with a product and service that is of exceptional quality and value.

In order to realize our commitment to excellent student and family service, we expect the following from each of our employees:

- Provide courteous service in a prompt and efficient manner.
- Establish and maintain positive relationships with students and families by gaining their trust and respect through professional, honest interaction.
- Handle complaints quickly and professionally. Never argue with a student and/or family. If you are unable to resolve the complaint to their satisfaction, review the situation with your supervisor.
- Communicate with students and families in a professional manner whether in person, over the phone, or via e-mail.

Always remember that you represent the Academy to our students and families and our reputation and their perception of the Academy is attributed to each employee.

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GIFTS AND FAVORS

No employee shall solicit or accept for personal use, or for the use of others, any gift, favor, loan, gratuity, reward, promise of future employment, or any other thing of monetary value that might influence, or appear to influence, the judgment or conduct of the employee in the performance of his or her job.

Employees can accept occasional unsolicited courtesy gifts or favors (such as business lunches, tickets to sporting events or cultural events, holiday baskets, flowers, etc.) so long as the gifts or favors have a market value under \$25, are customary in the industry, and do not influence or appear to influence the judgment or conduct of the employee. Please discuss any exceptions to this amount with your supervisor.

If an employee gives a gift on behalf of the Academy, it must first be approved by the Head Administrator and an invoice must be submitted no longer than 7 days after the purchase

SOLICITATIONS AND DISTRIBUTION OF LITERATURE

It is the intent of the Academy to maintain a proper business environment and prevent interference with work and inconvenience to others from solicitations and/or distribution of literature.

Group meetings for solicitation purposes, distributing literature, circulating petitions in work or sales areas is prohibited unless it is approved by the Operations Manager or Head of School as a Academy-sponsored event. The following guidelines will apply throughout the school building and to all virtual environments including email:

- Employees will not engage in any solicitation of other employees for any purpose whatsoever during working hours or in work areas.
- The school's facilities may not be used as a meeting place that involves solicitation and/or distribution of literature.
- In order to maintain good student and family relations and preserve the professional work environment, employees may not wear any insignia, badge, or button on their person, nor display any insignia, badge, or button on their desk or in their work area, excluding professional designation awards and the Academy logo.
- The Academy administration will approve and post all information that is displayed in the school building, posted on any electronic or physical bulletin board, or made available for review or distribution to employees.
- Trespassing, soliciting or distributing literature by non-employees is prohibited on school premises.

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ACADEMY PROPERTY

In an effort to ensure the safety and welfare of employees and invitees, the Academy reserves the right, on reasonable suspicion that Academy policy is being violated, to conduct searches or inspections which includes, but is not limited to, employee's work area, desks, and any other property located on Academy premises or work sites. Entry on Academy premises or work sites constitutes consent to searches or inspections.

WEAPONS

It is the intent of the Academy to provide a safe and secure workplace for employees, clients, clients' customers, visitors and others with whom we do business. The Academy expressly forbids the possession of firearms on Academy property. The Academy has zero tolerance for possession of any type of weapon, firearm, explosive, or ammunition. Academy property includes, but is not limited to, all Academy facilities, vehicles, and equipment, whether leased or owned by the Academy. In addition, firearms in employee-owned vehicles parked on the Academy property are strictly forbidden.

The possession of firearms on Academy property may be cause for discipline including immediate termination of employment. In enforcing this guideline, the Academy reserves the right to request inspections of any employee and their personal effects, including personal vehicles while on Academy premises. Any employee who refuses to allow inspection will be subject to the same disciplinary action as being found in possession of firearms.

Employees within the Academy share the responsibility of identifying violators of this guideline. An employee who witnesses or suspects another individual of violating this guideline should immediately report this information to their supervisor, the Operations Manager, or the Head Administrator.

SMOKING

In order to maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking in the school building and other Academy facilities is strictly prohibited. You should familiarize yourself with those areas throughout the premises where smoking is either permitted or prohibited. For your convenience, these areas have been marked clearly. Because the Academy may be subject to criminal and civil penalties for violations of applicable smoking laws, we must insist on strict adherence to this policy. Employees smoking in any non-smoking area may be subject to disciplinary action, up to and including termination. Please contact your supervisor or the Operations Manager if you have any questions regarding the smoking policy. Complaints regarding violations of this policy may be filed under the Academy's complaint resolution procedure, which is described elsewhere in this section of the handbook.

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TRAVEL

The Academy reimburses employees for the expenses of travel, including the cost of transportation, meals, lodging, and compensation when appropriate, provided such travel is approved and performed in the course of conducting school business. All reimbursements will be in compliance with the New Mexico Per Diem and Mileage Act.

Activities that normally justify the reimbursement of travel expenses include meeting with New Mexico Department of Public Education or other school-related entities, the attendance at business meetings, conventions, and seminars or other selected educational functions related to the employee's job.

Common carrier transportation will be utilized for trips, provided suitable scheduling is available. Employees are expected to exercise prudence in their selection of local transportation to their destination. When practical, employees are expected to use a personal car for short distance travel.

All employees normally are expected to travel coach or economy class and to stay and eat in moderately priced establishments while traveling on school business.

Non-exempt employees will be compensated for time spent traveling if that travel is part of the employee's daily work activity, including travel from one job site to another or travel from a designated meeting place to a job site. Travel by a non-exempt employee who will be away from home overnight is work time only during those periods the employee is engaged in school business, which typically will coincide with the employee's regular working hours. Such time counts as hours worked even if it occurs on a non-working day. If an employee uses his or her own car rather than available public transportation for travel away from home, the employee can count as hours worked either the time spent driving or the time that would have been spent on public transportation during regular working hours.

Employees must submit all expenses on a signed expense report. All expenses must be reported within 60 days of the expenses being incurred. Failure to submit expenses within 60 days of the expense being incurred may result in denial of all or part of the reimbursement. Expense reports must contain adequate accounting, detailed expense documentation and receipts, and comply with all Academy requirements. All expenses should be supported with an original receipt. All expenses must be approved by the employee's supervisor.

ACADEMY VEHICLES

The following are specific policies related to vehicles leased or owned by the Academy, including vehicles rented by employees while travelling on or performing school business:

- Employees must have a valid driver's license and be insurable by the Academy's automobile insurance carrier. Any changes in the status of your driver's license (revocation, suspension, DUI, etc.) must be reported immediately to your supervisor.

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- Obey all traffic laws and speed limits; wear seat belts at all times, maintain a safe speed for road, traffic, and weather conditions; practice defensive driving techniques.
- Daily records must be kept for all mileage driven.
- Academy vehicles will be driven only for transportation to approved destinations and will not be driven for private use unless arrangements have been made in advance.
- Only authorized employees are permitted to drive or ride in an Academy vehicle.
- Only the driver assigned to the vehicle is authorized to sign for gasoline, oil, etc. All charge receipts must include: Name and Address of the Vendor, Date of Purchase, Number of Gallons Purchased, Amount Paid, License Plate Number.
- Alcohol or illegal drugs will **not** be allowed in an Academy vehicle at any time.
- No driver who has been drinking alcoholic beverages or is under the influence of drugs will be allowed to drive an Academy vehicle.
- Vehicles must be properly maintained and kept clean at all times.
- Report accidents to management immediately, regardless of perceived damage.
- Any damage to an Academy vehicle caused by employee carelessness or neglect is the responsibility of the employee. In the event of damage, the employee assigned to the vehicle will be responsible for expenses up to the current insurance deductible. Any employee who misuses an Academy vehicle or is no longer insurable by the Academy's insurance carrier may be subject to dismissal.

PERSONAL VEHICLES

Employees may use their personal vehicles on official Academy business provided prior approval has been obtained from their supervisor. A mileage rate based on acceptable and current Academy guidelines will be paid to an employee who uses his personal vehicle on official Academy business. Minimum insurance requirements as specified by the Academy's insurance carrier must be in effect at the time the employee's personal vehicle is used and the employee may be required to provide proof of insurance.

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LEAVE OF ABSENCE POLICIES

FAMILY AND MEDICAL LEAVE

Under the Family and Medical Leave Act of 1993, as amended (“the Act”), the Academy grants family and medical leaves of absence to “eligible employees” for the following:

1. the birth of an employee’s child or to care for the newborn child;
2. the placement of a child with the employee for adoption or state-approved foster care;
3. the care of an employee’s spouse, child, or parent (“family member”) who has a serious health condition;
4. the employee’s serious health condition which prevents the employee from performing any one essential function of the employee’s position;
5. “active duty leave”: the employee’s responding or attending to a “qualifying exigency” arising out of a covered family member’s active duty or notification of an impending call or order to active duty in the Armed Forces in support of a contingency operation. A “covered family member” for purposes of this leave includes a spouse, son, daughter or parent of the employee; or
6. “servicemember family leave”: the employee’s care of a spouse, son, daughter, parent, or next of kin (nearest blood relative) who has incurred a serious illness or injury in the line of duty while on active duty in the Armed Forces, and that illness or injury has rendered the servicemember medically unfit to perform the duties of the member’s office, grade, rank or rating.

For purposes of family and medical leave, a “serious health condition” as set out in (3) and (4) above is defined as an illness, injury, impairment or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Pursuant to express provisions in the National Defense Authorization Act, “active duty leave” as set out in (5) above will not become effective until the Secretary of Labor issues final regulations defining “any qualifying exigency.”

Eligible Employee

An active full-time or part-time employee is eligible for FMLA leave under any of the above leave categories provided that on the date the employee requests leave:

1. He has been employed by the Academy for at least 12 months; and
2. He has worked 1,250 hours during the 12-month period immediately preceding the commencement of leave.

Instructional employees are subject to certain limitations on Family Medical Leave coverage. In determining FMLA eligibility, an employee re-employed following military service will be given credit for (i) the period of uniformed service towards the months-of-employment

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eligibility requirement, and (ii) the hours of service that would have been performed but for the period of uniformed service.

Instructional Employees

A. Instructional employees are subject to certain limitations on Family Medical Leave coverage. An “instructional employee” includes teachers, instructional assistants, coaches and other employees whose duties principally involve the direct provision of instructions 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.

B. Leave near the end of a semester:

1. If an instructional employee begins FMLA leave more than five (5) weeks before the end of a term, the school may require the employee to remain on leave until the end of the term if the leave requested is expected to last at least three weeks and the employee would otherwise return to work during the last three weeks of the terms.

2. If the instructional employee begins FMLA leave during the last five weeks of a term, the school may require the employee to remain on leave until the end of the term if the leave is expected to last no more than two weeks and the employee would otherwise return to work during the last two weeks of the term.

3. If the instructional employee begins FMLA leave during the last three weeks of the term, the school may require the employee to continue taking leave until the end of the term if the leave is expected to last more than five working days.

C. 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.

D. Counting FMLA days: If the employee is required to remain on leave until the end of an academic term, the employer may only designate as FMLA leave the period of time the employee is actually unable to work, not the period of time after which he or she was already and able to return to work but was asked by the employer to remain on leave.

Length of Family and Medical Leave and Active Duty Leave

An eligible employee is entitled to a combined total of 12 workweeks of unpaid leave within a 12-month period. The amount of leave available to an employee will be calculated by looking backward at the amount of leave taken within the 12-month period immediately preceding the first date of leave. Leave taken for the care of a newborn child or placement for adoption or foster care must be taken within 12 months of the birth or placement of the child, and it must also

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be taken as an uninterrupted, continuous leave of absence unless the Academy allows intermittent leave or a reduced schedule for these reasons.

If both a husband and wife are employed by the Academy, and are eligible for leave, except for leave due to the employee's serious health condition, the two may take a combined total of 12-weeks. Intermittent leave or a reduced schedule may be approved for the employee's serious health condition or a family member's serious health condition where medically necessary and where the need for such leave is best accommodated through such scheduling. An employee requesting intermittent leave/reduced schedule may be transferred temporarily to an available alternative position with equivalent pay and benefits, or to a part-time position if such a position better accommodates the need for intermittent leave/reduced schedule.

Length of Servicemember Family Leave

An eligible employee is entitled to a combined total of 26 workweeks of unpaid leave within a single 12-month period for servicemember family leave. Leave to care for an injured or ill servicemember, whether or not combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period. The amount of leave available to an employee will be calculated by looking backward at the amount of leave taken within the 12-month period immediately preceding the first date of leave. If both a husband and wife are employed by the Academy, and are eligible for servicemember leave, the two may take a combined total of 26-weeks. Intermittent leave or a reduced schedule may be approved for servicemember family leave where medically necessary and where the need for such leave is best accommodated through such scheduling. An employee requesting intermittent leave/reduced schedule may be transferred temporarily to an available alternative position with equivalent pay and benefits, or to a part-time position if such a position better accommodates the need for intermittent leave/reduced schedule.

Servicemember family leave runs concurrent with other leave entitlements provided under federal, state, and local law.

Substitution of Paid Leave

An employee taking family and medical leave due to the employee's serious health condition must substitute all accrued sick leave, unused paid vacation, personal leave, paid time off and short-term salary continuation, if applicable, before continuing leave on an unpaid basis. An employee taking leave for reasons other than an employee's own serious health condition must exhaust all accrued unused paid vacation, personal leave and paid time off before continuing leave on an unpaid basis. Any family and medical leave, active duty leave, whether paid, unpaid, or a combination thereof, will be counted toward the 12-week leave entitlement. Any servicemember family leave, whether paid, unpaid, or a combination thereof, either taken by itself or together with any other family and medical leave and/or active duty leave, whether paid, unpaid or a combination thereof, will be counted toward the 26-week leave entitlement.

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Employee Notification Requirements

If an employee expects to take family and medical leave, active duty leave or servicemember family leave, the employee must notify the Academy of the intention to take leave at least 30 days in advance of the expected leave. Following proper notification, the employee must complete a Leave of Absence Request form and provide any required medical certification.

If the need for leave is not foreseeable, the employee must provide notification of leave to the Academy as soon as is practicable under the circumstances. An employee's failure to provide 30 days advance notification for foreseeable leave may result in a delay of leave.

Medical Certification

An employee who takes leave for the employee's serious health condition or to care for a family member with a serious health condition must submit to the Academy written medical certification of the need for such leave from the applicable health care provider. Failure to provide the certification in a timely manner may result in a delay of leave. The Academy may request a second or third medical opinion at the Academy's expense for verification of an employee's serious health condition. The opinion of the third health care provider, who is approved jointly by the Academy and the employee, shall be final and binding on the Academy and the employee. In addition, while the employee is on leave, the Academy may require the employee to provide periodic recertification of the employee's medical condition (not to exceed once every 30 days) and the Academy may inquire as to the employee's intentions to return to work.

An employee on uninterrupted, continuous leave due to the employee's own serious health condition will be required to provide a job-related medical certification of fitness before the employee is allowed to return to work. Where an employee is on servicemember family leave and is unable to return to work because of the continuation, recurrence or onset of the serious illness or injury suffered by the covered servicemember, the employee will be required to provide a certification issued by the health care provider of the servicemember being cared for by the employee. Failure to provide any such applicable certification may result in the delay or denial of job restoration.

Active Duty Leave Certification

An employee who takes active duty leave must submit to the Academy written notice of an impending call or order to active duty in support of a contingency operation as soon as is reasonable and practicable under the circumstances.

Benefits Continuation

The same health care benefits coverage provided to an employee on the day prior to taking family and medical leave will be maintained for up to the 12 weeks required for family and

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medical leave and active duty leave, or up to the 26 weeks required for servicemember family leave, or as required by law, provided the employee continues to pay any required contribution for benefits. Employees who are on leave are responsible for making their periodic payment of the required contribution.

Upon completion of the leave granted under this policy, or if an employee fails to return to work at the end of the leave, a loss of coverage will occur, and continuation of health care coverage would be offered through COBRA. An employee who does not return from leave may be required, under certain circumstances provided by the Act, to reimburse the Academy for any employee contributions paid by the Academy while the employee was on unpaid leave.

While on leave, an employee must continue to pay the employee's contributions or loan payments for any applicable benefits which would otherwise be automatically deducted from the employee's wages (e.g., supplemental life insurance, credit union loans, 401(k) loans). Contact the Operations Manager for details regarding employee contributions and/or loan payments.

The period of time an employee is on family and medical leave will be treated as continued service for purposes of vesting and eligibility to participate under any available pension or retirement plan. Absences due to leave will not be counted as time worked for the purpose of seniority or computing vacation, sick leave or personal days.

Job Restoration

An employee will be returned to the same or an equivalent position when the employee returns from family and medical leave, active duty leave or servicemember family leave, with no loss of benefits accrued prior to leave. An employee who does not return to work at the end of an authorized leave is subject to termination of employment. In the event an employee's position with the Academy is affected by a decision or event not related to the employee's leave of absence, e.g., job elimination due to a reduction in force, the employee will be affected to the same extent as if he was not on leave.

Certain "key employees" as defined under the FMLA may not be eligible to be restored to the same or an equivalent position after leave if doing so would cause substantial and grievous economic injury to the operations of the school. The Academy will notify such employees of their "key employee" status and the conditions under which job restoration will be denied, if applicable.

Workers' Compensation and Family and Medical Leave

With some exceptions, an absence related to a workers' compensation injury is not counted against an employee's family and medical leave entitlement. If an employee who was injured on the job and as a result who suffered a "serious health condition" declines the offer of a medically-approved "light duty" position, the employee should notify the Academy that he chooses to exercise his family and medical leave rights, if he is so eligible. If the employee accepts the "light duty" position in lieu of any family and medical leave or returns to work within 12 weeks after the date of the injury, the employee will retain his right to be restored to the same or an

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equivalent position until 12 weeks have passed unless a decision or event not related to the employee's leave of absence occurs which results in the termination of the employee or the elimination of the job position.

Questions About Family and Medical Leave

If you have any questions about your rights or responsibilities under this policy, contact the Operations Manager.

The Academy will comply with all applicable federal, state and local laws in administering this policy.

CONTINUATION OF BENEFITS

During FMLA leave an employee will be entitled to continuation of those group health benefits that are provided by the Academy through New Mexico Public Schools Insurance Authority (NMPSIA).

All active full-time employees covered by the Academy benefit plan (i.e., the public school insurance authority plan) will be eligible to continue medical coverage for up to 12 weeks, or up to 26 weeks for servicemember family leave (or a combination of servicemember family leave and up to 12 weeks of other family and medical or active duty leave), following the beginning of a leave for:

- an authorized, paid or unpaid leave of absence; or
- a temporary lay-off due to lack of work.

An employee who is away from work for one of the above stated reasons must pay his share of employee coverage, including dependent coverage, if any, to maintain health care coverage during the time away from work. Upon the expiration of 12 weeks, or 26 weeks, if applicable, or if an employee fails to pay his employee contribution for benefits within 30 days from the established due date communicated to the employee and no applicable state or federal law provides otherwise, the employee's health care coverage, including dependent coverage, will be terminated. An employee will be offered coverage through COBRA upon the expiration of either the 12 weeks or 26 weeks, if applicable, in accordance with applicable law.

PERSONAL NON-FMLA LEAVE OF ABSENCE

Employees may be granted a leave of absence to attend to personal matters in situations in which the Academy determines that an extended period of time away from the job will be in the best interest of the employee and the Academy.

Requests for a leave of absence or any extension of a leave should be submitted in writing to the employee's supervisor 30 days prior to commencement of the leave period, or as soon as is

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practicable. The supervisor will forward the request to the Operations Manager recommending approval or denial. The Head Administrator will make the final decision concerning the request. All employees on approved leave are expected to report any change of status in their need for leave or their intention to return to work to their supervisor.

Employees on personal leave will be required to use all accrued personal and vacation days while on leave before going unpaid. The Academy will continue health insurance and other benefits to employees on leave for no longer than 12 weeks from the beginning date of leave so long as the employee continues to pay any employee portion of the contribution. Benefits that accrue according to length of service, such as Paid Time Off (PTO), do not accrue during periods of leave.

Employees returning from a personal leave due to an illness or injury must provide a job-related release indicating their ability to perform the functions of their job. Any restrictions must be noted on the release.

Employees on an authorized personal leave of absence may not perform work for any other employer that is considered by the Academy to be an actual or potential conflict of interest.

It is possible that an employee returning from a personal leave of absence may not be returned to the same job position that they held before taking leave. If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave time, the employee will be considered to have voluntarily terminated employment with the Academy.

BEREAVEMENT LEAVE

If a death occurs in the family of a full-time regular or part-time regular employee, the employee will be compensated for time lost from his regular work schedule in accordance with the following guidelines. The employee will be granted up to three days off from work with pay in the event of the death of a spouse, child, parent, sibling or comparable step relation. The Academy will consider, on a case-by-case basis, requests for bereavement leave for the death of someone who does not qualify as an immediate family member under this policy.

JURY DUTY AND WITNESS LEAVE

If a full-time regular employee is summoned to jury duty, the Academy will continue his salary during the period of jury duty for up to a maximum of five working days per calendar year. If the jury service extends beyond five days, full-time regular employees are allowed time off without pay. Employees must notify their supervisor as soon as it is known jury duty will be extended. An employee is also permitted to retain the allowance he receives from the court for such service.

A non-full-time regular employee will be given time off without pay while serving jury duty. All employees are allowed unpaid time off if summoned to appear in court as a witness. To

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qualify for jury or witness duty leave, an employee must submit to his supervisor a copy of the summons as soon as it is received. In addition, proof of service must be submitted to the employee's supervisor when the period of jury or witness duty is completed.

LEAVE FOR VICTIMS OF DOMESTIC OR SEXUAL VIOLENCE

Any full-time or part-time employee who is a victim of domestic or sexual violence or who has a family or household member who is a victim of domestic or sexual violence (as those acts or threats of violence are defined in applicable New Mexico statutes) may take the leave provided for in the applicable New Mexico statutes. The Academy's personnel policies will comply with the applicable New Mexico Statutes governing victims of domestic or sexual violence and the coverage by the public school insurance authority including:

- notice of intended leave;
- verification of employees' eligibility for leave;
- confidentiality of any employee requesting leave under this policy;
- periodic reporting to the Academy on the status and intention of the employee to return to work; and
- benefits coverage and benefits continuation.

Benefits Continuation

Employees who are on leave are responsible for making their periodic payment of the required contribution to the Academy. Upon completion of the leave, or if an employee fails to return to work at the end of the leave, a loss of coverage will occur, and continuation of health care coverage would be offered through COBRA. An employee who does not return from leave may be required to reimburse the Academy for any employee contributions paid by the Academy while the employee was on unpaid leave.

While on leave, an employee must continue to pay the employee's contributions or loan payments for any applicable benefits which would otherwise be automatically deducted from the employee's wages (e.g., supplemental life insurance, credit union loans, 401(k) loans). Contact the Operations Manager for details regarding employee contributions and/or loan payments.

The period of time an employee is on leave under the appropriate New Mexico statutes will be treated as continued service for purposes of vesting and eligibility to participate under any available pension or retirement plan. Absences due to leave will not be counted as time worked for the purpose of seniority or computing vacation, sick leave or personal days.

Job Restoration

At the end of such leave, an employee shall be restored to the position held by the employee when the leave commenced or to a position of equivalent seniority status, employee benefits, pay and other terms and conditions of employment.

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If an employee who qualifies for leave due to domestic or sexual violence under applicable New Mexico statutes also qualifies for leave under the federal Family and Medical Leave Act of 1993 (“FMLA”), such leave shall run concurrently with the FMLA leave. The total amount of leave taken under this policy shall not exceed the unpaid leave time allowed under, or in addition to, the unpaid leave allowable under the FMLA.

Questions About Leave for Victims of Domestic or Sexual Violence

If you have any questions about your rights or responsibilities under this policy, contact the Operations Manager.

The Academy will comply with all applicable federal, state and local laws in administering this policy.

SCHOOL CONFERENCE AND ACTIVITY LEAVE

An employee may take up to a total of eight hours during any school year (no more than four hours of which on any given day) to attend school conferences or class room activities related to the employee’s child, if the conference or classroom activities cannot be scheduled during nonworking hours.

To be eligible for school conference and activity leave, the employee must have (1) been employed with the Academy at least six consecutive months immediately preceding a request for leave under this policy; (2) worked an average number of hours per week equal to at least one-half the full-time equivalent of the employee’s position during those six months; and (3) exhausted all accrued vacation leave, personal leave and any other leave granted to the employee, except sick leave and disability leave.

Before arranging attendance at the conference or activity, employees must provide the Academy with a written request for leave at least seven days in advance of the time the employee would like to take the leave. In emergency situations, no more than 24 hours notice is required. The employee must consult with the Academy to schedule the leave so as not to disrupt unduly the operations of the Academy. Failure of the employee to submit the verification statement from the school to the Academy within two working days of the school visitation may subject the employee to the Academy’s standard disciplinary procedures imposed for unexcused absences from work.

Non-exempt employees who utilize this leave may choose the opportunity to make up the time on a different day or shift as directed by the Academy within the same work week. An employee is not required to make up the time taken. If a non-exempt employee does not make up the time taken, the employee will not be compensated for the leave. A non-exempt employee who makes up the time will be paid the same rate as paid for normal working time. The Academy will make a good faith effort to permit an employee to make up time, but if no reasonable opportunity exists, the employee will not be paid for the time.

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WORKERS' COMPENSATION INSURANCE

To provide for payment of employee medical expenses and for partial salary continuation in the event of work-related accident or illness, employees are covered by workers' compensation insurance based on state regulations.

The amount of benefits payable and the duration of payment depend upon the nature of the employee's injury or illness. All medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law.

If an employee is injured or becomes ill on the job, the employee must immediately report such injury or illness to your supervisor and the Operations Manager. This ensures that the Academy can help obtain appropriate medical treatment. An employee's failure to follow this procedure may result in the appropriate workers' compensation report not being filed timely in accordance with the law, which may delay benefits in connection with the injury or illness. Questions regarding workers' compensation insurance should be directed to the Operations Manager.

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EMPLOYEE BENEFITS AND SERVICES

HOLIDAYS

Regular full-time employees are eligible for paid holidays during each calendar year. To receive holiday pay, a non-exempt employee must work the regularly scheduled workday before and after the holiday, unless an exception is approved in writing by the on-site supervisor. A paid holiday does not count as a day worked in calculating overtime for the week.

The Academy observes the following holidays each year (at the discretion of the Academy):

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Spring Break (at the discretion of the Academy)
- Vernal Holiday
- Labor Day
- Fall Break
- Veterans' Day
- Thanksgiving Holiday
- Winter Break (at the discretion of the Academy)

VACATION DAYS & SICK DAYS

(Academy employees will receive vacation and sick leave in an amount that will be determined by the Governing Board)

Employees must schedule time off in advance with their supervisors. For approval, both salaried and hourly employees must submit Requests for Time Off (RTO) for Vacation Days, Sick Days, or other leaves with or without pay. The employee will complete the RTO, submit the form to their supervisor for approval. The form may be scanned and the image sent to the supervisor via email. The request will be responded to as quickly as practical. We will make every attempt to grant every employee's request for the days off selected. However, we must have enough teachers and office staff to meet our day-to-day needs—which means we might not be able to grant every request, especially during busy School periods such as at the beginning of the school year, during testing, and at the end of the school year. Teaching staff are strongly requested not to request days off on days they are assigned to teach in the Learning Center.

If circumstances, such as a medical or family emergency, prevent advance scheduling, you must inform your supervisor as soon as possible that you are taking time off. An employee who needs time off but has no accrued Vacation or Sick Days may be eligible to take unpaid leave. The School will decide these requests on a case-by-case basis. Vacation Days do not carry over from year to year.

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If an employee leaves the Academy, he or she will be paid for accrued but unused Vacation Days computed at the rate of pay earned upon separation, as long as at least 2 weeks written notice has been given.

Pay for Vacation Days will be paid on the regular pay cycle. Vacation Days do not count as hours worked for purposes of calculating overtime hours.

VOTING

It is the policy of the Academy to permit employees to be absent from work to vote in local, state or national elections. Employees who cannot reach their polling place outside of work hours will be permitted paid time off to vote. The time off to vote may not exceed two hours. Employees who will need to take time off work to vote must inform their supervisors at least 2 day(s) in advance. Employees are expected to work with their supervisors to ensure that their absence doesn't negatively impact school operations. Evidence of voter registration and voting may be required.

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HANDBOOK ACKNOWLEDGMENT

I acknowledge that I have received the Academy's Employee Handbook ("the Handbook"), dated (to be determined) and understand that violations of the policies contained in the Handbook, including the anti-harassment policy, could result in disciplinary action, up to and including termination.

I further understand that the information contained in the Handbook represents guidelines for the Academy and that the Academy reserves the right to modify the Handbook or amend or terminate any policy, procedure, or employee benefit program at any time.

I further understand that the contents of the Handbook do not form a written employment contract. Either the Academy or I have the right to terminate my employment at any time.

I further understand that no supervisor, administrator, or representative of the Academy, other than the Head Administrator, has any authority to enter into any agreement guaranteeing employment for any specific period of time. I also understand that any such agreement, if made, will not be enforceable unless it is in writing and signed by both parties.

I further understand that if I have any questions about the interpretation or application of any policies contained in the Handbook, I should direct these questions to my supervisor and/or the Operations Manager.

Employee Signature

Date

Name Printed

Social Security Number
(Last 4 Digits Only)
or Employee ID Number

Please sign and give this acknowledgement to your supervisor.

APPENDIX 2

(THIS STUDENT CODE OF CONDUCT IS INTENDED AS A DRAFT DOCUMENT THAT WILL BE REVISED DURING THE SCHOOL'S PLANNING YEAR AND INCORPORATED INTO A STUDENT HANDBOOK.)

STUDENT CODE OF CONDUCT:

Senator Dennis Chavez Academy adopts the rules and regulations that exist under NMAC 6.11.2. Under NMAC 6.11.2.9, Senator Dennis Chavez Academy issues the following guidelines and expectations for students enrolled at the school. Any activity that is not listed here, which violates local, state, or federal laws, is considered a violation of the Student Code of Conduct.

RULES OF THE STUDENT CODE OF CONDUCT FOR THE SENATOR DENNIS CHAVEZ ACADEMY: The acts specified in Subsection A. below are prohibited in the Senator Dennis Chavez Academy. Within legal limits as defined in Subsection L. of 6.11.2.7 NMAC, Senator Dennis Chavez Academy has the discretion to develop rules of conduct governing all other areas of student and school activity.

A. Prohibited activities: The commission of or participation in the activities designated below is prohibited in the Senator Dennis Chavez Academy and is prohibited for students whenever they are subject to school control. Acts prohibited by this regulation:

- (1) criminal or delinquent acts;
- (2) gang related activity;
- (3) sexual harassment;
- (4) disruptive conduct;
- (5) refusal to identify self; and
- (6) refusal to cooperate with school personnel.

B. Regulated activities: Beyond those activities designated above as prohibited, all other areas of student conduct may be regulated within legal limits by the Senator Dennis Chavez Academy Governing Board as it deems appropriate to local conditions. Conduct by non students which affects school operations may be regulated within legal limits pursuant to any of the forms of authority described in Subsection B. of 6.11.2.8 NMAC. Activities subject to Senator Dennis Chavez Academy Governing Board regulation within legal limits include, but are not limited to:

- (1) school attendance;

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- (2) use of and access to the public schools, including:
 - (a) restrictions on vehicular traffic on school property,
 - (b) prohibition of or conditions on the presence of non-school persons on school grounds or in school buildings while school is in session; and
 - (c) reasonable standards of conduct for all persons attending school-sponsored activities or other activities on school property;
- (3) students' dress and personal appearance;
- (4) use of controlled substances, alcohol and tobacco in the public schools;
- (5) speech and assembly within the public schools;
- (6) publications distributed in the public schools;
- (7) the existence, scope and conditions of availability of student privileges, including extracurricular activities and rules governing participation;
- (8) by statute, Section 22-5-4.7 NMSA 1978, Senator Dennis Chavez Academy will expel from school, for a period of not less than one year, any student who is determined to have knowingly brought a weapon to a school under the jurisdiction of the Senator Dennis Chavez Academy; the Governing Board or the Head Administrator of the school may modify the expulsion requirement on a case-by-case basis; the special rule provisions of Subsection D. of 6.11.2.11 NMAC apply to students with disabilities;
- (9) the discipline of students for out-of-school conduct having a direct and immediate effect on school discipline or the general safety and welfare of the school.

ADDITIONAL RULES AND PROCEDURES

A student who is accused of misbehavior or a breach of this Code of Student Conduct will be presented to the Head Administrator by the person having knowledge of the violation or potential violation of the Code of Conduct.

Some behavior is much more serious than other behavior and requires different approaches and clearly defined actions. The discipline procedures, which shall be utilized to improve discipline problems, include but are not limited to:

Changing seating assignments, confiscation of disruptive or banned items, contracts, denial of privileges, detention or meaningful extra study assignments, exclusion (health reason, and general danger or threat to well-being), expulsion, in-school suspension, other appropriate, reasonable and legal measures, parent conference, payment of damages or compensatory restitution, probation, referral to special personnel (both within and outside the normal school

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environment), removal from class, required apology, restitution, short term class suspension (teacher initiated), student-teacher conference, verbal reprimand and work detail to repair damage.

Other external controls may be applied only after parental participation in the decision-making conference. In this event, administrators and staff members may take the following actions:

- Removal from class or activity – teacher: A middle school teacher will have the right to remove a student from his/her class or activity for a period of up to one school day if the student is assigned regular or additional work to be completed in another school setting.
- Suspension from school – Head Administrator: The Head Administrator (or designee) may deny a student the right to attend school or take part in any school function for a period of up to 10 school days.
- Expulsion: In accordance with the due process procedures defined in this policy, a student may be expelled from school.

Grounds for Suspension or Expulsion:

The grounds for suspension or expulsion listed below apply when a student is:

- On school grounds before, during and immediately after school hours and at any other time when the school is being used by a group.
- Off school grounds at a school activity, function or event.
- Traveling to a school activity, function or event.
- Using property or equipment provided by the school.

Grounds for suspension or expulsion are student misconduct and/or substantial disobedience. Examples of student misconduct and/or substantial disobedience for which a student may be suspended or expelled include, but are not limited to:

Using violence, force, fighting, noise, coercion, threat, bullying, intimidation, fear, passive resistance, or other comparable conduct constituting an interference with school purposes, or urging other students to engage in such conduct.

- Occupying any school building, school grounds, or part thereof with intent to deprive other of its use.
- Blocking the entrance or exits of any school building or corridor or room therein with intent to deprive others of lawful access to or from, or use of the building, corridor or room.

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- Setting fire to or damaging any school building or property or possession of any incendiary device (examples, but not limited to lighters, matches, fireworks).
- Prevention of or attempting to prevent by physical act the convening or continued function of any school or education function, or any meeting or assembly on school property.
- Continuously and intentionally making noise or acting in any manner so as to interfere seriously with the ability of any teacher or any of the other school personnel to conduct the education function under this supervision.
- Causing or attempting to cause damage to school or private property; stealing or attempting to steal school or private property.
- Intentionally causing or attempting to cause physical injury or intentionally behaving in such a way as could reasonably cause physical injury to any person. Self-defense or reasonable action undertaken on the reasonable belief that it was necessary to protect some other person does not, however, constitute a violation of this rule.
- Using violence, threats, aggressive behavior, harassment, hazing, or coercion against any student, staff member or other persons that could cause physical or psychological harm.
- Falsely accusing a person of violating a school rule, state or federal law, or sexual harassment.
- Possessing, handling or transmitting a knife or any object that can reasonably be considered a weapon, or is presented to be a weapon.
- Possessing, using, transmitting or being under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, glue for the purpose of sniffing or intoxicant of any kind. Use of drugs authorized by a medical prescription from a physician is not a violation of this rule.
- Engaging in the unlawful selling of a controlled substance or engaging in a criminal law violation that constitutes a danger to other students or constitutes an interference with school purposes or an educational function.
- Failing in a substantial number of instances to comply with directions of teachers or other school personnel during any period of time when the student is properly under their supervision, where the failure constitutes an interference with school purposes or an educational function.
- Engaging in any activity forbidden by the laws of New Mexico that constitutes an interference with school purposes or an educational function.

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- Violating or repeatedly violating any rules that are reasonably necessary in carrying out school purposes or an educational function and are established in accordance with New Mexico law.
- Engaging in sexual behavior on school property.
- Disobedience of administrative authority.
- Willful absence or tardiness of students.
- Engaging in speech or conduct, including clothing, jewelry or hair style, which is profane, indecent, lewd, vulgar, or offensive to school purposes.

Knowingly using (use is defined as the device being turned on) on school grounds during school hours an electronic paging device, cell phone, or other similar device in a situation not related to a school purpose or educational function.

- Possessing a firearm
- No student shall possess, handle or transmit any firearm on school property.
- The following devices are considered to be a firearm under this rule:
 - Any weapon that will or is designed to, or may readily be converted to, expel a projectile by the action of an explosive
 - The frame or receiver of any weapon described above
 - Any firearm muffler or firearm silencer
 - Any destructive device which is an explosive, incendiary, or poison gas bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one quarter ounce, mine or any similar device
 - Any weapon that will, or that may be readily converted to expel a projectile by the action of any explosive or other propellant, and that has any barrel with a bore of more than one half inch in diameter.
 - Any combination of parts either designed or intended for use in converting any device into any destructive device described in the two immediately preceding examples, and from which a destructive device may be readily assembled.
 - An antique firearm.

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- A rifle or shot gun which the owner intends to use solely for sporting, recreational or cultural purposes.

The Head Administrator shall notify the appropriate law enforcement authority when a student is expelled under this rule.

Possessing a Deadly Weapon

- No student shall possess, handle or transmit any deadly weapon on school grounds.

The following devices are considered to be deadly weapons:

- A weapon, laser or electronic stun weapon, equipment, chemical substance, or other material that in the manner it is used, or could ordinarily be used, or is intended to be used, is readily capable of causing serious bodily harm.
- An animal readily capable of causing serious bodily injury and used in the commission or attempted commission of a crime.
- The penalty for possession of a deadly weapon: expulsion from school for a period not less than one calendar year.
- The Head Administrator shall notify the appropriate law enforcement authority when a student is expelled under this rule.

In addition to the grounds listed above, a student may be suspended or expelled for engaging in unlawful activity on or off school grounds if the unlawful activity may reasonably be considered to be an interference with school purposes or an education function, or the student's removal if necessary to restore or in order to protect persons on school property. This includes any unlawful activity meeting the above criteria, which takes place during weekends, holidays, other school breaks and the summer period when a student may not be attending classes or other school functions.

Smoking, Drugs and Alcohol:

Students are not permitted to possess, use or sell drugs, alcohol, or tobacco products on the school premises at any time, at any school sponsored activity. Students violating this policy are subject to suspension or expulsion from school. Such disciplinary measures will be administered in compliance with the school policy on student conduct and state law on due process.

Students Suspected to Be Under the Influence of Drugs, Including Alcohol:

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Students believed to be under the influence of drugs or alcohol may be requested to submit to a drug and/or alcohol test at the expense of the student. Refusal to submit to a drug or alcohol test, or refusal to provide a valid specimen will be considered an admission of a violation of school rules pertaining to the use of drugs or alcohol. As used in this policy “reasonable suspicion” includes: specific observation concerning appearance, behavior, body odor, or speech of a student; information received by the Head Administrator or designee from teachers, parents, students, employees or detection devices; an accident involving a motor vehicle before, during, or after school hours at school. This rule also applies on or off school property at any school sponsored or school approved activity, event or function, where students are under the jurisdiction of the school, or any time students are under the supervision of school employees.

Public Displays of Affection:

Students must refrain from public displays of affection while at school or while at school functions.

Restricted Items:

Gum: Gum is not allowed at the Learning Center.

Electronic Devices: Electronic devices not academically necessary (including cell phones) may not be used in the building between 8:30 a.m. and 4:30 p.m. They are to be turned off and stored during the school day. The school accepts no responsibility if these items are lost, stolen or damaged and is not responsible to investigate the loss or damage of these items. The student and parent accept full responsibility for these items. Noncompliance with this policy may result in confiscation of the device by school staff until the close of the school day.

Book Bags and Coats: Book bags and coats are to be stored appropriately based upon policy presented and outlined by Senator Dennis Chavez Academy staff at the designated Learning Center.

Disruptive Devices: Any item used to disrupt classroom instruction is prohibited, e.g. water guns, laser pointers, etc.

The trading or selling of items: The trading or selling of any items on the way to and from school or on school property is not allowed.

Accountability

- Posting anonymous messages is not permitted unless authorized by Senator Dennis Chavez Academy instructor(s). Impersonating another person is also strictly prohibited.
- Use only your own user name and password, and do not share these with anyone.

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- Do not interfere with other users' ability to access Senator Dennis Chavez Academy or disclose anyone's password to others or allow them to use another user's account. You are responsible for all activity that is associated with your username and password.
- Do change your password(s) frequently, at least once per semester or course is encouraged.
- Do not publicly post your personal contact information (address and phone number) or anyone else's.
- Do not publicly post any messages that were sent to you privately.
- Do not download, transmit or post material that is intended for personal gain or profit, non-Senator Dennis Chavez Academy commercial activities, non-Senator Dennis Chavez Academy product advertising, or political lobbying on a Senator Dennis Chavez Academy owned instructional computing resource.
- Do not use Senator Dennis Chavez Academy instructional computing resources to sell or purchase any illegal items or substances.
- Do not upload or post any software on Senator Dennis Chavez Academy instructional computing resources that are not specifically required and approved for your assignments.
- Do not post any MP3 files, compressed video, or other non-instructional files to any Senator Dennis Chavez Academy server.

Inappropriate Online Behavior

- Insults or attacks of any kind against another peer.
- Use of obscene, degrading, or profane language.
- Harassment (continually posting unwelcome messages to another person) or use of threads.
- Posting material that is obscene or defamatory or which is intended to annoy, harass or intimidate another person. This includes distributing spam mail, chain email, viruses, or other intentionally destructive content.

As we said above, each user of the community is solely responsible for the content posted through his/her log-in credentials. Sharing your username and password with others is strictly prohibited, as is logging in with someone else's username and password.

The following tones, language, materials and behaviors are strictly prohibited:

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- Posting personally identifiable information (whether directly or indirectly through a link to a personal profile) such as phone number, IM, email address or street address in any format other than a private message
- Antagonism or prejudice of any kind with respect to race, religion, gender, intelligence, age, orientation, disability, or socioeconomic status
- Posting material including photographs and videos inappropriate for minors (anyone under the age of 18)
- Any criminal or other illegal activity including encouraging the unlawful use, possession, manufacture or distribution of tobacco, drugs or alcohol
- Illegally posting, distributing, uploading or downloading copyrighted work (whether music, video, words, images, drawings, pictures, software or otherwise), or providing any information to circumvent copyright protection devices or software
- sharing quiz, test, assessment, essay or term paper questions or answers or undertaking any other action that would violate any code of conduct, expectations or rules of your school or teachers regarding academic honesty or that would defeat the intent of any quiz, test, assessment, essay, term paper or other academic assignment
- Threats to anyone's physical or mental well-being
- Threats to school or personal property
- Stalking behaviors
- Harassment of any kind
- Explicit language or sexuality
- Explicit or graphic violence
- Spam or any other unauthorized/unsolicited or commercial promotion
- Disruptions of the server or host software
- Impersonations of others' identities
- Use of codes, software, or passwords that may grant unauthorized access to school software or third-party software of any kind
- Soliciting passwords or personal identifying information from other users
- Content that poses any type of threat to homeland security

FAILURE TO COMPLY WITH THESE STANDARDS MAY RESULT IN TEMPORARY OR PERMANENT REMOVAL OF USER ACCESS TO THE SCHOOL NETWORK, AT THE SOLE DISCRETION OF THE SENATOR DENNIS CHAVEZ ACADEMY AND MAY ALSO LEAD TO DISCIPLINARY ACTION BY YOUR SCHOOL OR EXPULSION.

Student Internet Safety

- Do not reveal on the Internet personal information about yourself or other persons. For example, you should not reveal your name, home address, telephone number, or display photographs of yourself or others to persons outside of the Senator Dennis Chavez Academy.
- Do not agree to meet in person anyone you have met only on the Internet and who is not affiliated with the Senator Dennis Chavez Academy.

Network Etiquette

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As a Senator Dennis Chavez Academy student, you are expected to follow the rules of network etiquette or netiquette. The word "netiquette" refers to common-sense guidelines for conversing with others online. Please abide by these standards:

- Avoid sarcasm, jargon, and slang. Swear words are unacceptable.
- Never use derogatory comments, including those regarding race, age, gender, sexual orientation, religion, ability, political persuasion, body type, physical or mental health, or access issues.
- Focus your responses on the questions or issues being discussed, not on the individuals involved.
- Be constructive with your criticism, not hurtful.
- Review your messages before sending them. Remove easily misinterpreted language and proofread for typos.
- Respect other people's privacy. Don't broadcast online discussions, and never reveal other people's email addresses.

Student Conduct Modification:

In all cases, documentation will be maintained on all conduct situations. The parent will be contacted in partnership with the school to sustain the proper educational environment. Every effort will be made to use progressive student conduct remediation. Some examples of (but not limited to) student conduct modification are:

- Verbal and/or written warning(s) – staff, teacher and/or administration
- Conflict resolution – guidance counselor
- Parent conference(s) – teacher and/or administration
- Out of class in-school suspension(s) – teacher (one day) – administration (one or more days)
- In-school suspension(s) – administration
- Out of school suspension(s) – administration
- Expulsion from school – administration and Senator Dennis Chavez Academy Governance Board

DISCIPLINARY PROCEDURES AND STUDENT DUE PROCESS DUE PROCESS RIGHTS

Introduction:

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Senator Dennis Chavez Academy students will be provided with graduated, relevant learning experiences that will enable students to develop to their full potential. It is necessary to establish a total environment for this learning to occur. Self-discipline is a major aspect of a total environment.

Self-discipline is best defined as the control exhibited in an individual's behavior, both action, reaction and physical/verbal, so that the civil rights and dignity of others are protected. Situations in which the behavior of any student disrupts, in some way, the learning environment for others, requires discipline procedures initiated by classroom teachers and/or administrative personnel.

These discipline procedures will be employed by school personnel in order to maintain the educational environment. Because behaviors are complex chains of events, there will be no specific criteria for the use of discipline procedures other than the preceding description of self-discipline. However, the discipline procedures shall be administered fairly, with respect for the dignity of all persons involved, and without anger, malice or prejudice.

Prior to the exercise of discipline procedures, due consideration shall be given to individual and unique differences, exceptional circumstances and sanctions imposed by others; and said discipline shall be remedial in content and shall be progressive if repeated behavior problems have occurred. Prior to any decision involving removal from school, parental involvement in the decision making process shall be solicited.

A student will not be suspended or expelled and thereby be deprived of a free education provided in the public schools without due process. Due process requirements guarantee all students the right to fair notice, fair procedures, and a fair hearing. The student and his or her parents or guardians have the responsibility to follow the procedures set forth herein in a respectful and timely manner.

DISCIPLINARY REMOVALS OF STUDENTS WITH DISABILITIES:

A. The following rules shall apply when a student with a disability under IDEA violates a rule of conduct as set forth in this rule which may result in:

- (1) long-term suspension or expulsion; or
- (2) any other disciplinary change of the student's current educational placement as specified in the federal regulations implementing IDEA at 34 CFR Secs. 300.530 through 300.536 and these or other department rules and standards.

B. When behavior is not a manifestation of disability. For disciplinary changes in placement that would exceed 10 consecutive school days, if the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the child's disability pursuant to Subsection C of this section, school personnel may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the

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procedures would be applied to children without disabilities, except as provided in Subsection I of this section.

C. Manifestation determination.

(1) Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a rule of student conduct, the administrative authority, the parent and relevant members of the child's IEP team (as determined by the parent and the administrative authority) must review all relevant information in the student's file, including the child's IEP, any teacher observations and any relevant information provided by the parents to determine:

(a) if the conduct in question was caused by, or had a direct and substantial relationship to the child's disability; or

(b) if the conduct in question was the direct result of the administrative authority's failure to implement the IEP.

(2) The conduct must be determined to be a manifestation of the child's disability if the administrative authority, the parent and relevant members of the child's IEP team determine that a condition in either Subparagraph (a) or (b) of Paragraph (1) of Subsection C of 6.11.2.11 NMAC was met.

(3) If the administrative authority, the parent and relevant members of the child's IEP team determine the condition described in Subparagraph (b) of Paragraph (1) of Subsection C of 6.11.2.11 NMAC was met, the administrative authority must take immediate steps to remedy those deficiencies.

D. Determination that behavior is manifestation of disability. If the administrative authority, the parent and relevant members of the IEP team make the determination that the conduct was a manifestation of the child's disability, the IEP team must comply within 34 CFR Sec. 300.530(f).

E. Special circumstances. School personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the child's disability, if the child's behavior involves one of the special circumstances listed in 34 CFR Sec. 300.530(g). For purposes of this subsection, the definitions provided in 34 CFR Sec. 300.530(i) shall apply.

F. Determination of setting. The student's IEP team determines the interim alternative educational setting for services under Subsections B and E of this section.

G. Change of placement because of disciplinary removals. For purposes of removals of a student with a disability from the child's current educational placement under 6.11.2.11 and 6.11.2.12 NMAC, a change of placement occurs if the conditions provided in 34 CFR Sec. 300.536 are met.

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H. Parental notification. On the date on which the decision is made to make a removal that constitutes a change of placement of a student with a disability because of a violation of a code of student conduct, the administrative authority must notify the parents of that decision, and provide the parents the procedural safeguards notice described in 34 CFR Sec. 300.504.

I. Services. A student with a disability who is removed from the student's current placement pursuant to this section must continue to receive special education and related services as provided in 34 CFR Sec. 300.530(d).

J. Appeal.

(1) The parent of a student with a disability who disagrees with any decision regarding the placement or the manifestation determination under this section, or an administrative authority that believes that maintaining the current placement of the student is substantially likely to result in injury to the student or others, may appeal the decision by requesting a hearing. The hearing is requested by filing a complaint pursuant to Subsection I of 6.31.2.13 NMAC.

(2) A hearing officer who hears a matter under Paragraph (1) of Subsection J of 6.11.2.11 NMAC, has the authority provided in 34 CFR Sec. 300.532(b).

(3) When an appeal under this subsection has been made by either the parent or the administrative authority, the student must remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the time period specified in Subsections B or E of this section, whichever occurs first, unless the parent and the administrative authority agree otherwise.

PROCEDURE FOR DETENTIONS, SUSPENSIONS AND EXPULSIONS:

Senator Dennis Chavez Academy will prescribe and enforce standards of conduct for its enrolled students consistent with constitutional safeguards of individual student rights. The right to a public education is not absolute; it may be taken away, temporarily or permanently, for violations of school rules. But it is a property right which may only be denied where school authorities have adhered to the minimum procedural safeguards required to afford the student due process of law. This section prescribes minimum requirements for detention, in-school suspension and temporary, long-term or permanent removal of students from the Senator Dennis Chavez Academy. Senator Dennis Chavez Academy may adopt procedures which afford students more protection than this rule requires. The procedures in this section apply only to disciplinary detentions, suspensions and expulsions. They do not apply to disenrollment of students who fail to meet immunization, age, residence or other requirements for valid enrollment, nor to the removal from school membership reports of students who have been absent from school for ten (10) consecutive school days in accordance with Subsection B of Section 22-8-2 NMSA 1978. Nothing in this section should be construed as prohibiting the Governing Board or its administrative authorities from involving other school staff, students and

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members of the community in the enforcement of rules of student conduct to the extent they believe is appropriate.

A. Post-suspension placement of students. Any student suspended from school shall be delivered directly by a school official to the student's parent(s), legal guardian or an adult designated by the parent(s) or the legal guardian, or kept on school grounds until the usual end of the school day.

B. Students with disabilities. This Section does not apply to long-term suspension or expulsion of students who are disabled pursuant to the IDEA or Section 504. The procedures for long-term suspension or expulsion of disabled students are set forth in Section 6.11.2.11 NMAC and are listed in the DISCIPLINARY REMOVALS OF STUDENTS WITH DISABILITIES section above. School personnel under this section may remove a student with a disability who violates a rule of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than 10 consecutive school days (to the extent those alternatives are applied to students without disabilities), and for additional removals of not more than 10 consecutive school days in that same school year for separate incidents of misconduct (as long as those removals do not constitute a change of placement under Subsection G of the DISCIPLINARY REMOVALS OF STUDENTS WITH DISABILITIES above).

C. Immediate removal: Students whose presence poses a continuing danger to persons or property or an ongoing threat of interfering with the educational process may be immediately removed from school, subject to the following rules.

(1) A rudimentary hearing, as required for temporary suspensions, shall follow as soon as possible.

(2) Students shall be reinstated after no more than one school day unless within that time a temporary suspension is also imposed after the required rudimentary hearing. In such circumstances, a single hearing will support both the immediate removal and a temporary suspension imposed in connection with the same incident(s).

(3) The school shall exert reasonable efforts to inform the student's parent of the charges against the student and the action taken as soon as practicable. If the school has not communicated with the parent by telephone or in person by the end of the school day following the immediate removal, the school shall on that day mail a written notice with the required information to the parent's address of record.

D. Temporary suspension.

(1) The Senator Dennis Chavez Academy Governing Board may limit temporary suspensions to periods shorter than ten (10) school days.

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(2) A student facing temporary suspension shall first be informed of the charges against him or her and, if (s)he denies them, shall be told what evidence supports the charge(s) and be given an opportunity to present his or her version of the facts. The following rules apply.

(a) The hearing may be an informal discussion and may follow immediately after the notice of the charges is given.

(b) Unless the administrative authority decides a delay is essential to permit a fuller exploration of the facts, this discussion may take place and a temporary suspension may be imposed within minutes after the alleged misconduct has occurred.

(c) A student who denies a charge of misconduct shall be told what act(s) (s)he is accused of committing, shall be given an explanation of the evidence supporting the accusation(s) and shall then be given the opportunity to explain his or her version of the facts. The administrative authority is not required to divulge the identity of informants, although (s)he should not withhold such information without good cause. (S)he is required to disclose the substance of all evidence on which (s)he proposes to base a decision in the matter.

(d) The administrative authority is not required to allow the student to secure counsel, to confront or cross-examine witnesses supporting the charge(s), or to call witnesses to verify the student's version of the incident, but none of these is prohibited.

(e) The school shall exert reasonable efforts to inform the student's parent of the charges against the student and their possible or actual consequence as soon as practicable. If the school has not communicated with the parent by telephone or in person by the end of the first full day of suspension, the school shall on that day mail a written notice with the required information to the parent's address of record.

E. In-school suspension.

(1) In-school suspension may be imposed with or without further restriction of student privileges. Any student who is placed in an in-school suspension which exceeds ten (10) school days must be provided with an instructional program that meets both state and local educational requirements. Student privileges, however, may be restricted for longer than ten (10) school days.

(2) In-school suspensions of any length shall be accomplished according to the procedures for a temporary suspension as set forth above. The Senator Dennis Chavez Academy Governing Board may limit the length of in-school suspensions which may be accomplished under temporary suspension procedures. No in-school suspension student shall be denied an opportunity to eat lunch or reasonable opportunities to go to the restroom.

F. Detention.

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(1) Detention may be imposed in connection with in-school suspension, but is distinct from in-school suspension in that it does not entail removing the student from any of his or her regular classes.

(2) Senator Dennis Chavez Academy has the authority to supervise and control the conduct of students and includes the authority to impose reasonable periods of detention during the day or outside normal school hours as a disciplinary measure. No detained student shall be denied an opportunity to eat lunch or reasonable opportunities to go to the restroom. Reasonable periods of detention may be imposed in accordance with the procedures for temporary suspension.

G. Long-term suspension and expulsion.

(1) The Senator Dennis Chavez Academy Governing Board shall authorize appropriate administrative authorities to initiate procedures leading to long-term suspension or expulsion. Where prompt action to suspend a student long-term is deemed appropriate, a temporary suspension may be imposed while the procedures for long-term suspension or expulsion are activated. However, where a decision following the required formal hearing is delayed beyond the end of the temporary suspension, the student must be returned to school pending the final outcome unless the provisions of Subsection G, Paragraph (4), Subparagraphs (j) and (k) below apply.

(2) A student who has been validly expelled or suspended is not entitled to receive any educational services from the Senator Dennis Chavez Academy during the period of the exclusion from school. The Senator Dennis Chavez Academy Governing Board may provide alternative arrangements, including correspondence courses at the student's or parent's expense pursuant to state board of education requirements, if the Governing Board deems such arrangements appropriate.

(3) The Senator Dennis Chavez Academy shall establish, or shall authorize appropriate administrative authorities to establish, appropriate processes for handling long-term suspensions and expulsions. Unless the terms expressly indicate otherwise, nothing in the procedures below shall be construed as directing that any required decision be made by any particular person or body or at any particular level of administrative organization.

(4) The following rules shall govern the imposition of long-term suspensions or expulsions:

(a) Hearing authority; disciplinarian. The same person or group may, but need not, perform the functions of both hearing authority and disciplinarian. Where the functions are divided, the hearing authority's determination of the facts is conclusive on the disciplinarian, but the disciplinarian may reject any punishment recommended by the hearing authority.

(b) Review authority. Unless the Senator Dennis Chavez Academy Governing Board provides otherwise, a review authority shall have discretion to modify or overrule the disciplinarian's decision, but may not impose a harsher punishment. A review

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authority shall be bound by a hearing authority's factual determinations except as provided in Subsection G, Paragraph (4), Subparagraph (o) below.

(c) Disqualification. No person shall act as hearing authority, disciplinarian or review authority in a case where (s)he was directly involved in or witnessed the incident(s) in question, or if (s)he has prejudged disputed facts or is biased for or against any person who will actively participate in the proceedings.

(d) The Senator Dennis Chavez Academy Governing Board may act as hearing authority, disciplinarian or review authority for any cases involving proposed long-term suspensions or expulsions. Whenever a quorum of the Governing Board acts in any such capacity, however, the Open Meetings Act, Section 10-15-1 et seq., NMSA 1978 requires a public meeting.

(e) Initiation of procedures. An authorized administrative authority shall initiate procedures for long-term suspension or expulsion of a student by designating a hearing authority and disciplinarian in accordance with Senator Dennis Chavez Academy Governing Board policies, scheduling a formal hearing in consultation with the hearing authority and preparing and serving a written notice meeting the requirements of Subsection G, Paragraph (4), Subparagraph (h) below.

(f) Service of notice. The written notice shall be addressed to the student, through his or her parent(s), and shall be served upon the parent(s) personally or by mail.

(g) Timing of hearing. The hearing shall be scheduled no sooner than five (5) nor later than ten (10) school days from the date of receipt of the notice by the parent(s). The hearing authority may grant or deny a request to delay the hearing in accordance with the provisions of Subsection G, Paragraph (4), Subparagraph (i) below.

(h) Contents of notice. The written notice will contain all of the following information, parts of which may be covered by appropriate reference to copies of any policies or regulations furnished with the notice:

(i) the school rule(s) alleged to have been violated, a concise statement of the alleged act(s) of the student on which the charge(s) are based and a statement of the possible penalty;

(ii) the date, time and place of the hearing, and a statement that both the student and parent are entitled and urged to be present;

(iii) a clear statement that the hearing will take place as scheduled unless the hearing authority grants a delay or the student and parent agree to waive the hearing and comply voluntarily with the proposed disciplinary action or with a negotiated penalty, and a clear and conspicuous warning that a failure to appear will not delay the hearing and may lead to the imposition of the proposed penalty by default;

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(iv) a statement that the student has the right to be represented at the hearing by legal counsel, a parent or some other representative designated in a written notice filed at least seventy-two (72) hours before the hearing with the contact person named pursuant to Subsection G, Paragraph (4), Subparagraph (h), Sub-subparagraph (vi) below;

(v) a description of the procedures governing the hearing;

(vi) the name, business address and telephone number of a contact person through whom the student, parent or designated representative may request a delay or seek further information, including access to any documentary evidence or exhibits which the school proposes to introduce at the hearing; and

(vii) any other information, materials or instructions deemed appropriate by the administrative authority who prepares the notice.

(i) Delay of hearing. The hearing authority shall have discretion to grant or deny a request by the student or the appropriate administrative authority to postpone the hearing. Such discretion may be limited or guided by Senator Dennis Chavez Academy policies not otherwise inconsistent with 6.11.2 NMAC.

(j) Students status pending hearing. Where a student has been suspended temporarily and a formal hearing on long-term suspension or expulsion will not occur until after the temporary suspension has expired, the student shall be returned to school at the end of the temporary suspension unless:

(i) the provisions of Subsection G, Paragraph (4), Subparagraph (k) of below apply, or

(ii) the student and parent(s) have knowingly and voluntarily waived the students right to return to school pending the outcome of the formal proceedings, or

(iii) the appropriate administrative authority has conducted an interim hearing pursuant to a written Senator Dennis Chavez Academy Governing Board policy made available to the student which affords further due process protection sufficient to support the student's continued exclusion pending the outcome of the formal procedures.

(k) Waiver of hearing; voluntary compliance or negotiated penalty. A student and his or her parent(s) may elect to waive the formal hearing and review procedures and comply voluntarily with the proposed penalty, or may waive the hearing and review and negotiate a mutually acceptable penalty with the designated disciplinarian. Such a waiver and compliance agreement shall be made voluntarily, with knowledge of the rights being relinquished, and shall be evidenced by a written document signed by the student, the parent(s), and the appropriate school official.

(l) Procedure for hearing and decision. The formal hearing is not a trial. It is an administrative hearing designed to ensure a calm, orderly determination by an impartial

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hearing authority of the facts of a case of alleged serious misconduct. Technical rules of evidence and procedure do not apply. The following-rules govern the conduct of the hearing and the ultimate decision.

(i) The school shall have the burden of proof of misconduct.

(ii) The student and his or her parent shall have the following rights: The right to be represented by legal counsel or other designated representative, however, the school is not required to provide representation; the right to present evidence, subject to reasonable requirements of substantiation at the discretion of the hearing authority and subject to exclusion of evidence deemed irrelevant or redundant; the right to confront and cross-examine adverse witnesses, subject to reasonable limitation by the hearing authority; the right to have a decision based solely on the evidence presented at the hearing and the applicable legal rules, including the governing rules of student conduct.

(iii) The hearing authority shall determine whether the alleged act(s) of misconduct have been proved by a preponderance of the evidence presented at a hearing at which the student and/or a designated representative have appeared.

(iv) If no one has appeared on the student's behalf within a reasonable time after the announced time for the hearing, the hearing authority shall determine whether the student, through the parent, received notice of the hearing. If so, the hearing authority shall review the school's evidence to determine whether it is sufficient to support the charges(s) of misconduct.

(v) A hearing authority who is also a disciplinarian shall impose an appropriate sanction if (s)he finds that the allegations of misconduct have been proved under the standards of either Subsection G, Paragraph (4), Subparagraph (1), Sub-subparagraph (iii) or Sub-subparagraph (iv) above. A hearing authority who is not a disciplinarian shall report its findings, together with any recommended sanction, to the disciplinarian promptly after the hearing.

(vi) Arrangements to make a tape recording or keep minutes of the proceedings shall be made by the administrative authority that scheduled the hearing and prepared the written notice. A verbatim written transcript is not required, but any minutes or other written record shall fairly reflect the substance of the evidence presented.

(vii) The hearing authority may announce a decision on the question of whether the allegation(s) of misconduct have been proved at the close of the hearing. A hearing authority that is also a disciplinarian may also impose a penalty at the close of the hearing.

(viii) In any event, the hearing authority shall prepare and mail or deliver to the student, through the parent, a written decision within five (5) working days after the hearing. The decision shall include a concise summary of the evidence upon which the hearing authority based its factual determinations. A hearing authority that is also a disciplinarian shall include in the report a statement of the penalty, if any, to be imposed, and shall state

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reasons for the chosen penalty. A hearing authority that is not a disciplinarian shall forward a copy of his or her written decision to the disciplinarian forthwith. The disciplinarian shall prepare a written decision, including reasons for choosing any penalty imposed, and mail or deliver it to the student, through the parent, within five (5) working days of receipt of the hearing authority's report.

(ix) A disciplinarian that is not a hearing authority may observe but not participate in the proceedings at a formal hearing. If the disciplinarian has done so and if the hearing authority announces a decision at the close of the hearing, the disciplinarian may also announce his or her decision at that time.

(x) The disciplinarian's decision shall take effect immediately upon initial notification to the parent, either at the close of the hearing or upon receipt of the written decision. If initial notification is by mail, the parent shall be presumed to have received the notice on the fifth calendar day after the date of mailing unless a receipt for certified mail, if used, indicates a different date of receipt.

(m) Effect of decision. If the hearing authority decides that no allegation(s) of misconduct have been proved, or if the disciplinarian declines to impose a penalty despite a finding that an act or acts of misconduct have been proved, the matter shall be closed. If the disciplinarian imposes any sanction on the student, the decision shall take effect immediately upon notification to the parent and shall continue in force during any subsequent review.

(n) Right of review. Unless the local school board was the disciplinarian, a student aggrieved by a disciplinarian's decision after a formal hearing shall have the right to have the decision reviewed if the penalty imposed was at least as severe as a long-term suspension or expulsion, an in-school suspension exceeding one school semester or a denial or restriction of student privileges for one semester or longer. A local school board may grant a right of review for less severe penalties. Local school boards shall establish appropriate mechanisms for review except where the local board was the disciplinarian, in which case its decision is final and not reviewable administratively. A student request for review must be submitted to the review authority within ten (10) school days after the student is informed of the disciplinarian's decision.

(o) Conduct of review. Unless the Senator Dennis Chavez Academy Governing Board provides otherwise, a review authority shall have discretion to modify the disciplinarian's decision, including imposing any lesser sanction deemed appropriate. A review authority shall be bound by the hearing authority's factual determinations unless the student persuades the review authority that a finding of fact was arbitrary, capricious or unsupported by substantial evidence or that new evidence which has come to light since the hearing and which could not with reasonable diligence have been discovered in time for the hearing would manifestly change the factual determination. Upon any such finding, the review authority shall have discretion to receive new evidence, reconsider evidence introduced at the hearing or conduct a de novo hearing. In the absence of any such finding, the review shall be limited to an inquiry into the appropriateness of the penalty imposed.

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(p) Form of review. Unless the Senator Dennis Chavez Academy Governing Board provides otherwise, a review authority shall have discretion to conduct a review on the written record of the hearing and decision in the case, to limit new submissions by the aggrieved student and school authorities to written materials and/or to grant a conference or hearing at which the student and his or her representative, and school authorities may present their respective views in person. Where a conference or hearing is granted, the record-keeping requirements of Subsection G., Paragraph (4), Sub-paragraph (l), Sub-sub-paragraph (vi) above apply.

(q) Timing of review. Except in extraordinary circumstances, a review shall be concluded no later than fifteen (15) working days after a student's written request for review is received by the appropriate administrative authority.

(r) Decision. A review authority may announce a decision at the close of any conference or hearing held on review. In any event, the review authority shall prepare a written decision, including concise reasons, and mail or deliver it to the disciplinarian, the hearing authority and the student, through the parent, within ten (10) working days after the review is concluded.

(s) Effect of decision. Unless the Senator Dennis Chavez Academy Governing Board provides otherwise, a review authority's decision shall be the final administrative action to which a student is entitled.

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**STATE EQUALIZATION GUARANTEE REVENUE ESTIMATE WORKSHEET
BASED ON MEMBERSHIP PROJECTIONS**

Charter School Name **SENATOR DENNIS CHAVEZ ACADEMY**

Charter School Number

	3Y DD	4Y DD	C & C-GIFTED	D & D-GIFTED	*BASIC	GRADE TOTAL
Kindergarten Program						
ECE/KN						0.00
NEW FDK -						0.00
FDK					37.00	37.00
Basic Program						
Grade 1					37.00	37.00
Grade 2					37.00	37.00
Grade 3					39.00	39.00
Grade 4					40.00	40.00
Grade 5					40.00	40.00
Grade 6					40.00	40.00
Grade 7					40.00	40.00
Grade 8					40.00	40.00
Grade 9					40.00	40.00
Grade 10					40.00	40.00
Grade 11					35.00	35.00
Grade 12					35.00	35.00
Totals	0.00	0.00	0.00	0.00	500.00	
*INCLUDE STUDENTS RECEIVING A/B SERVICES						
					ECE FTE	37.00
					TOTAL GRADES 1-12	463.00
					SUBTOTAL MEM	500.00
					TOTAL MEM	500.00

Is this a Charter School?	y
Is this for the 40th Day?	N

	ECE FTE	COST INDEX	PROGRAM UNITS		
Kindergarten					
ECE, FDK-New, and FDK	37.00	1.44	53.280	Kindergarten Units	53.280
Basic Program (Grade Total)					
Grade 01	37.00	1.20	44.400		
Grade 02	37.00	1.18	43.660		
Grade 03	39.00	1.18	46.020		
Grade 04	40.00	1.045	41.800		
Grade 05	40.00	1.045	41.800		
Grade 06	40.00	1.045	41.800		
Grade 07 *	40.00	1.25	50.000		
Grade 08 *	40.00	1.25	50.000		
Grade 09 *	40.00	1.25	50.000		
Grade 10 *	40.00	1.25	50.000		
Grade 11 *	35.00	1.25	43.750		
Grade 12 *	35.00	1.25	43.750		
* Includes Vocational Weighting					
				Basic Program Units	546.980
Special Education					
	MEM	Factor			
C & C-Gifted	0.00	1.00	0.000		
D & D-Gifted	0.00	2.00	0.000		
3 Yr. DD	0.00	2.00	0.000		
4 Yr. DD	0.00	2.00	0.000		
A/B MEM (Reg/Gifted)		0.70	0.000	Special Ed. Unit	0.000
Adjusted Ancillary FTE		25.00		Ancillary FTE Units	0.000
				Total Special Education Units	0.000
Elementary Fine Arts Program					
	MEM	Factor			
		0.0500		Fine Arts Program Units	0.000
Bilingual Program					
HOURS	MEM	FTE	Factor		
1		0.00			
2		0.00			
3		0.00			
Total Bilingual	0.00	0.00	0.500	Bilingual Units	0.000
(May not total more than the no. of students in grades K-12.)					
Elementary P.E. Program					
	MEM	Factor			

**STATE EQUALIZATION GUARANTEE REVENUE ESTIMATE WORKSHEET
BASED ON MEMBERSHIP PROJECTIONS**

	0.060	Elementary P.E. Units	0.000
		TOTAL MEMBERSHIP PROGRAM UNITS	600.260
		T & E Index (Oct 2006)	1.000
National Board Certified Teachers		ADJUSTED PROGRAM UNITS	600.260
FTE:	Factor		
	1.500	National Board Certified Teachers Units:	0.000
Size Adjustment Units		District Size Adjustment Units	65.625
		Charter Schools not eligible for District Size	(65.625)
Elementary/Mid/Jr. High	UNITS	School Size Adjustment Units	0.000
Senior High	0.000	Rural Isolation Units	0.000
District Size	0.000	New District Adjustment Units	0.000
	65.625	At Risk Units	0.000
At-Risk Units	At-risk index	Growth Units	0.000
2007-2008:	MEM	Charter Schools Student Activities Units	0.000
	500.00	(Charters not eligible for CS Student Activities)	0.000
Charter Schools Student Activities	Factor	Home School Student Activities Units	0.000
(Districts Only)	0.100	(Charters not eligible for Home School Student Activities)	0.000
		TOTAL PROGRAM UNITS	600.260
Home School Student Activities	Factor	Save Harmless Units	0.000
(Districts Only)	0.100		

GROWTH & SAVE HARMLESS CALCULATION DATA	
2006-07 Actual 40th Day MEM: (Enter the District Mem EXCLUDING Charter Mem)	1.00
2007-08 Projected MEM: (Enter the District Mem EXCLUDING Charter Mem)	1.00
2007-2008 Actual 40th MEM (Enter the District Mem EXCLUDING Charter Mem)	1.00
2007-08 Projected MEM (Growth):	1.00
Save-Harmless Data	
2007-2008 40th Day TOTAL PROGRAM UNITS (Not Grand Total Program Units)	
Growth Data	
2007-08 Operating Budget Calculation	0.000
Op-Bud takes 06-07 40 Day compared to 07-08 Mem Proj. FTE	
40th Day Calculation	0.000
Takes Prior Year 40th-Day and compares to Current Year 40th-Day	

GRAND TOTAL UNITS	600.260
× Unit Value	\$ 3,674.26
PROGRAM COST	\$ 2,205,511.31
Non-categorical Revenue Credits:	
Tax Levy (41110, 41113, 41114)	
Federal Impact Aid (44103)	
Federal Forest Reserve (44204)	
Total Non-Cat Rev Credits	\$0.00
Less: 75% of Non-Categorical Revenue Credits	\$ -
Other Credits/Adjustments:	
Cash Balance Credit	\$ -
Energy Efficiency	
Other Misc Credits	
Total Other Credits	\$ -
Less: Other Credits/Adjustments	\$ -
	(\$44,110.23)

STATE EQUALIZATION GUARANTEE	\$2,161,401.08
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SIZE ADJUSTMENT UNITS:

PED 910B-6

1. ELEMENTARY/MIDDLE SCHOOL/JUNIOR HIGH

List each school with a projected MEM (Basic 1-9 and Operational Fund Early Childhood FTE EXCLUDING SPECIAL ED.) of less than 200.
 $((200 - \text{MEM})/200) \times (1.0 \times \text{MEM}) = \text{UNITS}$

**STATE EQUALIZATION GUARANTEE REVENUE ESTIMATE WORKSHEET
BASED ON MEMBERSHIP PROJECTIONS**

SCHOOL NAME	CODE	GRADES	MEM	UNITS
				0.000
				0.000
				0.000
				0.000
				0.000
				<u>0.000</u>
TOTAL ELEMENTARY/MIDDLE SCHOOL/JUNIOR HIGH UNITS				0.000

2. SENIOR HIGH SCHOOL

List each school with a projected MEM (Basic 7-12 EXCLUDING SP. ED.) of less than 400 (program units will be computed using the formula which yields the most units):

$$((200 - \text{MEM})/200) \times (2.0 \times \text{MEM}) = \text{UNITS} \quad \text{or} \quad ((400 - \text{MEM})/400) \times (1.6 \times \text{MEM}) = \text{UNITS}$$

SCHOOL NAME	CODE	GRADES	MEM	UNITS
				0.000
				0.000
				0.000
				0.000
				0.000
				<u>0.000</u>
TOTAL SENIOR HIGH SCHOOL UNITS				0.000

3. RURAL ISOLATION

Based on district MEM (Basic 1-12, Special Education C and D, Non-Profit and Operational Fund Childhood FTE), a district is eligible for units if it has a MEM greater than 10,000 with a ratio of MEM to senior high schools less than 4,000:1

$$(4,000 - (\text{MEM} / \text{Eligible Senior High Schools})) \times 0.5 = \text{UNITS}$$

Enter the number of approved senior high schools (exclude alternative schools):

N.A.

Enter the number of approved senior high schools not eligible for senior high size units:

0.000

4. NEW DISTRICT ADJUSTMENT

If district is eligible, enter YES in the appropriate box.

a. NEWLY CREATED SCHOOL DISTRICT

$$(\text{MEM for current year}) \times .147 = \text{UNITS}$$

YES?

UNITS

0.000

b. DISTRICT WHOSE MEMBERSHIP DECREASES AS A RESULT OF A NEWLY CREATED DISTRICT

$$(\text{MEM for prior year} - \text{MEM for current year}) \times .17 = \text{UNITS}$$

0.000

Charter's Five Year Budget Plan

School Name: SENATOR DENNIS CHAVEZ ACADEMYDate: 6/22/2009

FUND	FUNCTION	OBJECT	OBJECT DESCRIPTION	PROJ. AMT (YEAR 1)	PROJ. AMT (YEAR 2)	PROJ. AMT (YEAR 3)	PROJ. AMT (YEAR 4)	PROJ. AMT (YEAR 5)
FUND 11000	Operational Revenue							
			Revenue From Local Sources					
11000	0000	41701	Fees Activities					
11000	0000	41702	Fees Educational					
11000	0000	41705	Fees Users					
11000	0000	41706	Fees Summer School					
11000	0000	41920	Contributions and Donations From Private Sources					
			Revenue From State Sources					
11000	0000	43101	State Equalization Guarantee	\$2,161,401.08	2161401.08	2161401.08	2161401.08	2161401.08
11000			TOTAL: OPERATIONAL	\$2,161,401.08	\$2,161,401.08	\$2,161,401.08	\$2,161,401.08	\$2,161,401.08
FUND 13000	Transportation Revenue							
			Revenue From State Sources					
13000	0000	43206	Transportation Distribution					
FUND 14000	Instructional Materials Revenue							
			Revenue From State Sources					
14000	0000	43207	Instructional Materials Credit (50%)	TBD	TBD	TBD	TBD	TBD
FUND 21000	Food Services Revenue							
			Revenue From State Sources					
21000	0000	41603	Fees Adults/Food Services					
21000	0000	41604	Fees Students/Food Services					
21000	0000	41605	Fees Other/Food Services					
			Revenue From Federal Sources					
21000	0000	44500	Restricted Grants Federal Flowthrough					
21000			TOTAL: Food Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Charter's Five Year Budget Plan

School Name: SENATOR DENNIS CHAVEZ ACADEMY Date: 6/22/2009

FUND	FUNCTION	OBJECT	OBJECT DESCRIPTION	PROJ. AMT (YEAR 1)	PROJ. AMT (YEAR 2)	PROJ. AMT (YEAR 3)	PROJ. AMT (YEAR 4)	PROJ. AMT (YEAR 5)
FUND 23000-Non-Instructional Support Revenue								
			Revenue From Local Sources					
23000	0000	41701	Fees Activities					
23000	0000	41705	Fees Users					
23000	0000	41920	Contributions and Donations From Private Sources					
23000			TOTAL: Non-Instructional Support	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FUND 31xxx-Capital Outlay								
31200	0000	43209	PSCOC Awards	\$350,000.00	350000	350000	350000	350000
31400	0000	43210	Special Capital Outlay State					
31xxx			TOTAL: Capital Outlay	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00
FUND 24xxx, 25xxx, 26xxx, 27xxx, 28xxx, 29xxx-Other Federal, State, Local and Private Grants (PLEASE COMPLETE THE "OTHER GRANT REVENUE" WORKSHEET FOR ANY REVENUE LISTED BELOW)								
			Revenue From Federal Sources					
24xxx	0000	44500	Restricted Grants Federal Flowthrough	\$750,000.00				
25xxx	0000	44301	Other Restricted Grants-Federal Direct	\$153,072.00				
			Revenue From Local Sources					
26xxx	0000	41921	Instruction-Categorical					
26xxx	0000	41922	Instructional Support-Categorical					
26xxx	0000	41923	Administration-Categorical					
			Revenue From State Sources					
27xxx	0000	43202	State Flowthrough Grants	\$75,000.00				
28xxx	0000	43203	State Direct Grants					
			Revenue From Local Sources					
29xxx	0000	41921	Instruction-Categorical					
29xxx	0000	41922	Instructional Support-Categorical					
29xxx	0000	41923	Administration-Categorical					
2xxxx			TOTAL: Other Grant Revenue	\$978,072.00	\$0.00	\$0.00	\$0.00	\$0.00

Other Grant Revenue

School Name: SENATOR DENNIS CHAVEZ ACADEMY **Date:** 6/22/2009

Use this sheet only if you have entered revenue estimates for other federal, state, local or private grants, on the Revenues worksheet. Within each category below, list the fund number, grant name and brief description of the purpose of the grant. Please refer to the PED Uniform Chart of Accounts (UCOA) for grant names and fund numbers.

To Download the UCOA click below:
[Uniform Chart of Accounts \(UCOA\)](#)

24xxx - Federal Flowthrough Grants Example: 24101 - Title I - Resources for high poverty schools 24146 Federal Charter School Grant 24106 Federal IDEA-B
25xxx - Federal Direct Grants Example: 25153 Title XIX Medicaid 3/21 25520 Federal SEG Stimulus
26xxx - Local Grants Example: 26123 - PNM Foundation
27xxx - State Flowthrough Grants Example: 27112 - Charter Schools - Planning 27112 - State Charter School Grant
28xxx - State Direct Grants Example: 28178 - GEAR UP CHE

29xxx - Combined Local/State Direct Grants *Example: 29130 School Based Health Center*

Charter's Five Year Budget Plan

Date: 6/22/2009

SENATOR DENNIS CHAVEZ ACADEMY

School Name:

FUND	FUNCTION	OBJECT	JOB CLASS	OBJECT DESCRIPTION	PROJ. AMT (YEAR 1)	FTE	PROJ. AMT (YEAR 2)	FTE	PROJ. AMT (YEAR 3)	FTE	PROJ. AMT (YEAR 4)	FTE	PROJ. AMT (YEAR 5)	FTE
11000	1000	EXPENDITURES												
		Function-1000 - Instruction												
		Personnel Services - Compensation												
11000	1000	51100	1411	Salaries Expense: Teachers Grades 1-12	\$389,979.00	6.50	\$389,979.00	6.50	\$389,979.00	6.50	\$389,979.00	6.50	\$389,979.00	6.50
11000	1000	51100	1412	Salaries Expense: Teachers Special Education	\$42,500.00	1.00	\$42,500.00	1.00	\$42,500.00	1.00	\$42,500.00	1.00	\$42,500.00	1.00
11000	1000	51100	1413	Salaries Expense: Teachers Early Childhood Ed.										
11000	1000	51100	1414	Salaries Expense: Teachers Preschool (Excludes Special Ed.)										
11000	1000	51100	1415	Salaries Expense: Teachers Vocational and Technical										
11000	1000	51100	1416	Salaries Expense: Teachers Other Instruction										
11000	1000	51100	1611	Salaries Expense: Substitutes Sick Leave										
11000	1000	51100	1612	Salaries Expense: Substitutes Other Leave										
11000	1000	51100	1613	Salaries Expense: Separation Pay										
11000	1000	51100	1618	Salaries Expense: Athletics										
11000	1000	51100	1621	Salaries Expense: Summer School/After School										
11000	1000	51100	1624	Salaries Expense: Activities Salaries										
11000	1000	51100	1711	Salaries Expense: Instructional Assistants Grades 1-12										
11000	1000	51100	1712	Salaries Expense: Instructional Assistants Special Ed.										
11000	1000	51100	1713	Salaries Expense: Instructional Assistants ECE										
11000	1000	51100	1714	Salaries Expense: Inst Asst. Preschool (Excludes Spec. Ed.)										
		Total: Personnel Services Compensation			\$432,479.00	7.50	\$432,479.00	7.50	\$432,479.00	7.50	\$432,479.00	7.50	\$432,479.00	7.50
		Personnel Services - Employee Benefits												
11000	1000	52111	0000	Educational Retirement	\$50,383.80		\$53,627.40		\$56,870.99		\$60,114.58		\$60,114.58	
11000	1000	52112	0000	ERA - Retiree Health	\$5,622.23		\$5,622.23		\$5,622.23		\$5,622.23		\$5,622.23	
11000	1000	52210	0000	FICA Payments	\$26,813.70		\$26,813.70		\$26,813.70		\$26,813.70		\$26,813.70	
11000	1000	52220	0000	Medicare Payments	\$6,270.95		\$6,270.95		\$6,270.95		\$6,270.95		\$6,270.95	
11000	1000	52311	0000	Health and Medical Premiums	\$31,500.00		\$31,500.00		\$31,500.00		\$31,500.00		\$31,500.00	
11000	1000	52312	0000	Life	\$270.00		\$270.00		\$270.00		\$270.00		\$270.00	
11000	1000	52313	0000	Dental	\$1,827.00		\$1,827.00		\$1,827.00		\$1,827.00		\$1,827.00	
11000	1000	52314	0000	Vision	\$567.00		\$567.00		\$567.00		\$567.00		\$567.00	
11000	1000	52315	0000	Disability										
11000	1000	52316	0000	Other Insurance										
11000	1000	52500	0000	Unemployment Compensation	\$8,700.00		\$8,700.00		\$8,700.00		\$8,700.00		\$8,700.00	
11000	1000	52710	0000	Workers Compensation Premium			\$70.00		\$70.00		\$70.00		\$70.00	
11000	1000	52720	0000	Workers Compensation Employer's Fee										
11000	1000	52730	0000	Workers Compensation (Self Insured)										
11000	1000	52911	0000	Cafeteria Plan Fees										
11000	1000	52912	0000	Employee Assistance Programs										
11000	1000	52913	0000	Workers Compensation Employee Fees										
11000	1000	52914	0000	Deferred Sick Leave Reserve										
		Total: Personnel Services Employee Benefits			\$132,024.67		\$135,268.27		\$138,511.86		\$141,755.45		\$141,755.45	
		Purchased Professional and Technical Services												
11000	1000	53414	0000	Other Professional Services	\$40,000.00		\$40,000.00		\$40,000.00		\$40,000.00		\$40,000.00	
11000	1000	53711	0000	Other Charges	\$701,320.00		\$697,289.00		\$693,258.00		\$689,227.00		\$689,227.00	
		Total: Purchased Professional and Tech Services			\$741,320.00		\$737,289.00		\$733,258.00		\$729,227.00		\$729,227.00	
		Other Purchased Services												
11000	1000	55813	0000	Employee Travel - Non-Teachers										
11000	1000	55814	0000	Employee Training - Non-Teachers										
11000	1000	55817	0000	Student Travel	\$2,000.00		\$2,000.00		\$2,000.00		\$2,000.00		\$2,000.00	
11000	1000	55818	0000	Other Travel - Non-Employees										
11000	1000	55819	0000	Employee Travel - Teachers	\$4,450.00		\$4,450.00		\$4,450.00		\$4,450.00		\$4,450.00	
11000	1000	53330	0000	Professional Development	\$23,450.00		\$23,450.00		\$23,450.00		\$23,450.00		\$23,450.00	
11000	1000	55914	0000	Contracts - Interagency										
11000	1000	55915	0000	Other Contract Services	\$12,500.00		\$12,500.00		\$12,500.00		\$12,500.00		\$12,500.00	
		Total: Other Purchased Services			\$42,400.00		\$42,400.00		\$42,400.00		\$42,400.00		\$42,400.00	
		Supplies												
11000	1000	56112	0000	Other Textbooks										
11000	1000	56113	0000	Software										
11000	1000	56118	0000	General Supplies and Materials	\$20,000.00		\$20,000.00		\$20,000.00		\$20,000.00		\$20,000.00	
		Total: Supplies			\$20,000.00		\$20,000.00		\$20,000.00		\$20,000.00		\$20,000.00	

Charter's Five Year Budget Plan

School Name:			SENATOR DENNIS CHAVEZ ACADEMY										Date: 6/22/2009	
FUND	FUNCTION	OBJECT CLASS	JOB	OBJECT DESCRIPTION										
11000	EXPENDITURES													
11000	1000	Property												
11000	1000	57331	0000	Fixed Assets (more than \$5,000)										
11000	1000	57332	0000	Supply Assets (\$5,000 or less)										
11000	1000			Total: Property	\$0.00									
11000	1000			TOTAL: INSTRUCTION	\$1,368,223.67	7.50	\$1,367,436.27	7.50	\$1,366,646.86	7.50	\$1,365,861.45	7.50		7.50
				Function-2100 - Support Services - Students										
				Personnel Services - Compensation										
11000	2100	51100	1211	Salaries Expense: Coordinator/Subject Matter Specialist										
11000	2100	51100	1214	Salaries Expense: Guidance Counselors/Social Workers										
11000	2100	51100	1215	Salaries Expense: Registered Nurse	\$25,000.00	0.50	\$25,000.00	0.50	\$25,000.00	0.50	\$25,000.00	0.50		0.50
11000	2100	51100	1216	Salaries Expense: Health Assistants										
11000	2100	51100	1217	Salaries Expense: Secretary, Clerical, Technical Assistants										
11000	2100	51100	1218	Salaries Expense: School/Student Support										
11000	2100	51100	1311	Salaries Expense: Diagnostician										
11000	2100	51100	1312	Salaries Expense: Speech Therapist										
11000	2100	51100	1313	Salaries Expense: Occupational Therapist										
11000	2100	51100	1314	Salaries Expense: Physical Therapist/Recreational Therapist										
11000	2100	51100	1315	Salaries Expense: Psychologist Counselors										
11000	2100	51100	1316	Salaries Expense: Audiologists										
11000	2100	51100	1317	Salaries Expense: Interpreters										
11000	2100	51100	1318	Salaries Expense: Specialists										
11000	2100	51100	1319	Salaries Expense: Special Ed. Assistants										
11000	2100	51100	1511	Salaries Expense: Data Processing										
11000	2100			Total: Personnel Services - Compensation	\$25,000.00	0.50	\$25,000.00	0.50	\$25,000.00	0.50	\$25,000.00	0.50		0.50
				Personnel Services - Employee Benefits										
11000	2100	52111	0000	Educational Retirement	\$2,912.50		\$3,100.00		\$3,287.50		\$3,475.00			
11000	2100	52112	0000	ERA - Retiree Health	\$325.00		\$325.00		\$325.00		\$325.00			
11000	2100	52210	0000	FICA Payments	\$1,550.00		\$1,550.00		\$1,550.00		\$1,550.00			
11000	2100	52220	0000	Medicare Payments	\$362.50		\$362.50		\$362.50		\$362.50			
11000	2100	52311	0000	Health and Medical Premiums	\$2,100.00		\$2,100.00		\$2,100.00		\$2,100.00			
11000	2100	52312	0000	Life	\$18.00		\$18.00		\$18.00		\$18.00			
11000	2100	52313	0000	Dental	\$121.80		\$121.80		\$121.80		\$121.80			
11000	2100	52314	0000	Vision	\$37.80		\$37.80		\$37.80		\$37.80			
11000	2100	52315	0000	Disability										
11000	2100	52316	0000	Other Insurance										
11000	2100	52500	0000	Unemployment Compensation	\$500.00		\$500.00		\$500.00		\$500.00			
11000	2100	52710	0000	Workers Compensation Premium										
11000	2100	52720	0000	Workers Compensation Employer's Fee	\$10.00		\$10.00		\$10.00		\$10.00			
11000	2100	52730	0000	Workers Compensation (Self Insured)										
11000	2100	52911	0000	Cafeteria Plan Fees										
11000	2100	52912	0000	Employee Assistance Programs										
11000	2100	52913	0000	Workers Compensation Employee Fees										
11000	2100	52914	0000	Deferred Sick Leave Reserve										
11000	2100			Total: Personnel Services - Employee Benefits	\$7,937.60		\$8,125.10		\$8,312.60		\$8,500.10			
				Purchased Professional and Technical Services										
11000	2100	53211	0000	Diagnosticians - Contracted										
11000	2100	53212	0000	Speech Therapists - Contracted										
11000	2100	53213	0000	Occupational Therapists - Contracted										
11000	2100	53214	0000	Physical/Recreational Therapists - Contracted										
11000	2100	53215	0000	Psychologists/Counselors - Contracted										
11000	2100	53215	0000	Psychologists/Counselors - Contracted										
11000	2100	53216	0000	Psychologists/Counselors - Contracted										
11000	2100	53217	0000	Interpreters - Contracted										
11000	2100	53218	0000	Specialists - Contracted										
11000	2100	53219	0000	Special Ed Assistants (Non-Instructional) - Contracted	\$80,000.00		\$80,000.00		\$80,000.00		\$80,000.00			
11000	2100	53414	0000	Other Professional Services	\$80,000.00		\$80,000.00		\$80,000.00		\$80,000.00			
11000	2100			Total: Purchased Professional and Tech Services	\$80,000.00		\$80,000.00		\$80,000.00		\$80,000.00			

Charter's Five Year Budget Plan

School Name: SENATOR DENNIS CHAVEZ ACADEMY

Date: 6/22/2009

FUND	FUNCTION	OBJECT CLASS	JOB	OBJECT DESCRIPTION	PROJ. AMT (YEAR 1)	FTE	PROJ. AMT (YEAR 2)	FTE	PROJ. AMT (YEAR 3)	FTE	PROJ. AMT (YEAR 4)	FTE	PROJ. AMT (YEAR 5)	FTE
11000	2100	EXPENDITURES												
				Purchased Professional and Technical Services										
11000	2100	53414	0000	Other Professional Services										
11000	2100	53711	0000	Other Charges										
				Total: Support Services - Students	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
				Other Purchased Services										
11000	2100	55200	0000	Property/Liability Insurance										
11000	2100	55813	0000	Employee Travel - Non-Teachers										
11000	2100	55814	0000	Employee Training - Non-Teachers										
11000	2100	55818	0000	Other Travel - Non-Employees										
11000	2100	55914	0000	Contracts - Interagency										
11000	2100	55915	0000	Other Contract Services										
				Total: Other Purchased Services	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
				Supplies										
11000	2100	56113	0000	Software										
11000	2100	56118	0000	General Supplies and Materials										
				Total: Supplies	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
				Property										
11000	2100	57331	0000	Fixed Assets (more than \$5,000)										
11000	2100	57332	0000	Supply Assets (\$5,000 or less)										
				Total: Property	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2100			TOTAL: SUPPORT SERVICES - STUDENTS	\$112,937.60	0.50	\$113,125.10	0.50	\$113,312.60	0.50	\$113,500.10	0.50	\$113,500.10	0.50
				Function-2200 - Support Services - Instruction										
				Personnel Services - Compensation										
11000	2200	51100	1211	Salaries Expense: Coordinator/Subject Matter Specialist										
11000	2200	51100	1212	Salaries Expense: Library/Media Specialist										
11000	2200	51100	1213	Salaries Expense: Library/Media Assistants										
11000	2200	51100	1217	Salaries Expense: Secretary, Clerical, Technical Assistants										
11000	2200	51100	1511	Salaries Expense: Data Processing										
				Total: Support Services - Instruction	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00
				Personnel Services - Employee Benefits										
11000	2200	52111	0000	Educational Retirement										
11000	2200	52112	0000	ERA - Retiree Health										
11000	2200	52210	0000	FICA Payments										
11000	2200	52220	0000	Medicare Payments										
11000	2200	52311	0000	Health and Medical Premiums										
11000	2200	52312	0000	Life										
11000	2200	52313	0000	Dental										
11000	2200	52314	0000	Vision										
11000	2200	52315	0000	Disability										
11000	2200	52316	0000	Other Insurance										
11000	2200	52500	0000	Unemployment Compensation										
11000	2200	52710	0000	Workers Compensation Premium										
11000	2200	52720	0000	Workers Compensation Employer's Fee										
11000	2200	52730	0000	Workers Compensation (Self Insured)										
11000	2200	52911	0000	Cafeteria Plan Fees										
11000	2200	52912	0000	Employee Assistance Programs										
11000	2200	52913	0000	Workers Compensation Employee Fees										
11000	2200	52914	0000	Deferred Sick Leave Reserve										
				Total: Personnel Services - Employee Benefits	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
				Purchased Professional and Technical Services										
11000	2200	53414	0000	Other Professional Services										
11000	2200	53711	0000	Other Charges										
				Total: Purchased Professional and Tech Services	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	

Charter's Five Year Budget Plan

School Name: **SENATOR DENNIS CHAVEZ ACADEMY**

Date: **6/22/2009**

FUND	FUNCTION	OBJECT	JOB CLASS	OBJECT DESCRIPTION	PROJ. AMT (YEAR 1)	FTE	PROJ. AMT (YEAR 2)	FTE	PROJ. AMT (YEAR 3)	FTE	PROJ. AMT (YEAR 4)	FTE	PROJ. AMT (YEAR 5)	FTE
11000	EXPENDITURES			Other Purchased Services										
11000	2200	55813	0000	Employee Travel - Non-Teachers										
11000	2200	55814	0000	Employee Training - Non-Teachers										
11000	2200	55818	0000	Other Travel - Non-Employees										
11000	2200	55914	0000	Contracts - Interagency										
11000	2200	55915	0000	Other Contract Services										
				Total: Other Purchased Services	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
				Supplies										
11000	2200	56113	0000	Software										
11000	2200	56114	0000	Library And Audio-Visual										
11000	2200	56118	0000	General Supplies and Materials										
				Total: Supplies	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
				Property										
11000	2200	57331	0000	Fixed Assets (more than \$5,000)										
11000	2200	57332	0000	Supply Assets (\$5,000 or less)										
				Total: Property	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2200			TOTAL: SUPPORT SERVICES - INSTRUCTION	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00
				Function-2300 - General Administration										
				Personnel Services - Compensation										
11000	2300	51100	1113	Salaries Expense: Administrative Associates										
11000	2300	51100	1114	Salaries Expense: Administrative Assistants										
11000	2300	51100	1217	Salaries Expense: Secretary, Clerical, Technical Assistants										
11000	2300	51100	1511	Salaries Expense: Data Processing										
				Total: Personnel Services - Compensation	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00
				Personnel Services - Employee Benefits										
11000	2300	52111	0000	Educational Retirement	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2300	52112	0000	ERA - Retiree Health	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2300	52210	0000	FICA Payments	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2300	52220	0000	Medicare Payments	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2300	52311	0000	Health and Medical Premiums	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2300	52312	0000	Life	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2300	52313	0000	Dental	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2300	52314	0000	Vision	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2300	52315	0000	Disability										
11000	2300	52316	0000	Other Insurance										
11000	2300	52500	0000	Unemployment Compensation										
11000	2300	52710	0000	Workers Compensation Premium										
11000	2300	52720	0000	Workers Compensation Employer's Fee										
11000	2300	52730	0000	Workers Compensation (Self Insured)										
11000	2300	52911	0000	Cafeteria Plan Fees										
11000	2300	52912	0000	Employee Assistance Programs										
11000	2300	52913	0000	Workers Compensation Employee Fees										
11000	2300	52914	0000	Deferred Sick Leave Reserve										
				Total: Personnel Services - Employee Benefits	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
				Purchased Professional and Technical Services										
11000	2300	53411	0000	Auditing	\$15,000.00		\$15,000.00		\$15,000.00		\$15,000.00		\$15,000.00	
11000	2300	53412	0000	Bond/Board Elections										
11000	2300	53413	0000	Legal	\$15,000.00		\$15,000.00		\$15,000.00		\$15,000.00		\$15,000.00	
11000	2300	53414	0000	Other Professional Services	\$35,000.00		\$35,000.00		\$35,000.00		\$35,000.00		\$35,000.00	
11000	2300	53711	0000	Other Charges	\$350,000.00		\$350,000.00		\$350,000.00		\$350,000.00		\$350,000.00	
				Total: Purchased Professional and Tech Services	\$415,000.00		\$415,000.00		\$415,000.00		\$415,000.00		\$415,000.00	
				Other Purchased Services										
11000	2300	55400	0000	Advertising										
11000	2300	55811	0000	Board Travel										

Charter's Five Year Budget Plan

School Name: **SENATOR DENNIS CHAVEZ ACADEMY**

Date: **6/22/2009**

FUND	FUNCTION	OBJECT	JOB CLASS	OBJECT DESCRIPTION	PROJ. AMT (YEAR 1)	FTE	PROJ. AMT (YEAR 2)	FTE	PROJ. AMT (YEAR 3)	FTE	PROJ. AMT (YEAR 4)	FTE	PROJ. AMT (YEAR 5)	FTE
11000	2300	EXPENDITURES												
11000	2300	55812	0000	Board Training	\$2,500.00		\$2,500.00		\$2,500.00		\$2,500.00		\$2,500.00	
11000	2300	55813	0000	Employee Travel - Non-Teachers										
11000	2300	55814	0000	Employee Training - Non-Teachers										
11000	2300	55818	0000	Other Travel - Non-Employees										
11000	2300	55914	0000	Contracts - Interagency										
11000	2300	55915	0000	Other Contract Services										
11000	2300			Total: Other Purchased Services	\$2,500.00		\$2,500.00		\$2,500.00		\$2,500.00		\$2,500.00	
				Supplies										
11000	2300	56113	0000	Software										
11000	2300	56115	0000	Board Expenses										
11000	2300	56118	0000	General Supplies and Materials										
11000	2300			Total: Supplies	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
				Property										
11000	2300	57331	0000	Fixed Assets (more than \$5,000)										
11000	2300	57332	0000	Supply Assets (\$5,000 or less)										
11000	2300			Total: Property	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2300			TOTAL: GENERAL ADMINISTRATION	\$417,500.00	0.00	\$417,500.00	0.00	\$417,500.00	0.00	\$417,500.00	0.00	\$417,500.00	0.00
				Function:2400 - School Administration										
11000	2400			Personnel Services - Compensation	\$80,000.00	1.00	\$80,000.00	1.00	\$80,000.00	1.00	\$80,000.00	1.00	\$80,000.00	1.00
11000	2400	51100	1112	Salaries Expense: Principal										
11000	2400	51100	1211	Salaries Expense: Coordinator/Subject Matter Specialist										
11000	2400	51100	1217	Salaries Expense: Secretary, Clerical, Technical Assistants										
11000	2400	51100	1511	Salaries Expense: Data Processing										
11000	2400			Total: Personnel Services - Compensation	\$80,000.00	1.00	\$80,000.00	1.00	\$80,000.00	1.00	\$80,000.00	1.00	\$80,000.00	1.00
				Personnel Services - Employee Benefits										
11000	2400	52111	0000	Educational Retirement	\$9,920.00		\$9,920.00		\$10,520.00		\$11,120.00		\$11,120.00	
11000	2400	52112	0000	ERA - Retiree Health	\$1,040.00		\$1,040.00		\$1,040.00		\$1,040.00		\$1,040.00	
11000	2400	52210	0000	FICA Payments	\$4,960.00		\$4,960.00		\$4,960.00		\$4,960.00		\$4,960.00	
11000	2400	52220	0000	Medicare Payments	\$1,160.00		\$1,160.00		\$1,160.00		\$1,160.00		\$1,160.00	
11000	2400	52311	0000	Health and Medical Premiums	\$4,200.00		\$4,200.00		\$4,200.00		\$4,200.00		\$4,200.00	
11000	2400	52312	0000	Life	\$36.00		\$36.00		\$36.00		\$36.00		\$36.00	
11000	2400	52313	0000	Dental	\$243.60		\$243.60		\$243.60		\$243.60		\$243.60	
11000	2400	52314	0000	Vision	\$75.60		\$75.60		\$75.60		\$75.60		\$75.60	
11000	2400	52315	0000	Disability										
11000	2400	52316	0000	Other Insurance										
11000	2400	52500	0000	Unemployment Compensation	\$1,600.00		\$1,600.00		\$1,600.00		\$1,600.00		\$1,600.00	
11000	2400	52710	0000	Workers Compensation Premium										
11000	2400	52720	0000	Workers Compensation Employer's Fee	\$10.00		\$10.00		\$10.00		\$10.00		\$10.00	
11000	2400	52730	0000	Workers Compensation (Self Insured)										
11000	2400	52911	0000	Catereria Plan Fees										
11000	2400	52912	0000	Employee Assistance Programs										
11000	2400	52913	0000	Workers Compensation Employee Fees										
11000	2400	52914	0000	Deferred Sick Leave Reserve										
11000	2400			Total: Personnel Services - Employee Benefits	\$22,645.20		\$23,245.20		\$23,845.20		\$24,445.20		\$24,445.20	
				Purchased Professional and Technical Services										
11000	2400	53414	0000	Other Professional Services										
11000	2400	53711	0000	Other Charges										
11000	2400			Total: Purchased Professional and Technical Services	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
				Other Purchased Services										
11000	2400	55813	0000	Employee Travel - Non-Teachers	\$14,500.00		\$14,500.00		\$14,500.00		\$14,500.00		\$14,500.00	
11000	2400	55814	0000	Employee Training - Non-Teachers										
11000	2400	55914	0000	Contracts - Interagency										
11000	2400	55915	0000	Other Contract Services										
11000	2400			Total: Other Purchased Services	\$14,500.00		\$14,500.00		\$14,500.00		\$14,500.00		\$14,500.00	

Charter's Five Year Budget Plan

School Name: SENATOR DENNIS CHAVEZ ACADEMY

Date: 6/22/2009

FUND	FUNCTION	OBJECT CLASS	JOB	OBJECT DESCRIPTION	PROJ. AMT (YEAR 1)	FTE	PROJ. AMT (YEAR 2)	FTE	PROJ. AMT (YEAR 3)	FTE	PROJ. AMT (YEAR 4)	FTE	PROJ. AMT (YEAR 5)	FTE
11000	2400	EXPENDITURES												
			Supplies											
11000	2400		56113	Software										
11000	2400		56118	General Supplies and Materials										
				Total: Supplies	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
			Property											
11000	2400		57331	Fixed Assets (more than \$5,000)										
11000	2400		57332	Supply Assets (\$5,000 or less)										
				Total: Property	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2400			TOTAL: SCHOOL ADMINISTRATION	\$117,145.20	1.00	\$117,745.20	1.00	\$118,345.20	1.00	\$118,945.20	1.00	\$118,945.20	1.00
				Function-2500 - Central Services										
				Personnel Services - Compensation										
11000	2500		51100	Salaries Expense: Administrative Associates										
11000	2500		51100	Salaries Expense: Administrative Assistants										
11000	2500		51100	Salaries Expense: Assoc. Supt.-Fin./Business Manager										
11000	2500		51100	Salaries Expense: Secretary, Clerical, Technical Assistants										
11000	2500		51100	Salaries Expense: Business Office Support										
11000	2500		51100	Salaries Expense: Data Processing										
				Total: Personnel Services - Compensation	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00
				Personnel Services - Employee Benefits										
11000	2500		52111	Educational Retirement										
11000	2500		52112	ERA - Retiree Health										
11000	2500		52210	FICA Payments										
11000	2500		52220	Medicare Payments										
11000	2500		52311	Health and Medical Premiums										
11000	2500		52312	Life										
11000	2500		52313	Dental										
11000	2500		52314	Vision										
11000	2500		52315	Disability										
11000	2500		52316	Other Insurance										
11000	2500		52500	Unemployment Compensation										
11000	2500		52710	Workers Compensation Premium										
11000	2500		52720	Workers Compensation Employer's Fee										
11000	2500		52730	Workers Compensation (Self Insured)										
11000	2500		52911	Catereria Plan Fees										
11000	2500		52912	Employee Assistance Programs										
11000	2500		52913	Workers Compensation Employee Fees										
11000	2500		52914	Deferred Sick Leave Reserve										
				Total: Personnel Services - Employee Benefits	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
				Purchased Professional and Technical Services										
11000	2500		53414	Other Professional Services										
11000	2500		53711	Other Charges										
				Total: Purchased Professional and Technical Services	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
				Other Purchased Services										
11000	2500		55400	Advertising										
11000	2500		55813	Employee Travel - Non-Teachers										
11000	2500		55814	Employee Training - Non-Teachers										
11000	2500		55914	Contracts - Interagency										
11000	2500		55915	Other Contract Services										
				Total: Other Purchased Services	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
				Supplies										
11000	2500		56113	Software										
11000	2500		56118	General Supplies and Materials										
				Total: Supplies	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	

Charter's Five Year Budget Plan

School Name: SENATOR DENNIS CHAVEZ ACADEMY

Date: 6/22/2009

FUND	FUNCTION	OBJECT	JOB CLASS	OBJECT DESCRIPTION	PROJ_AMT (YEAR 1)	FTE	PROJ_AMT (YEAR 2)	FTE	PROJ_AMT (YEAR 3)	FTE	PROJ_AMT (YEAR 4)	FTE	PROJ_AMT (YEAR 5)	FTE
11000	EXPENDITURES	Property												
11000	2500	57331	0000	Fixed Assets (more than \$5,000)										
11000	2500	57332	0000	Supply Assets (\$5,000 or less)										
				Total: Property	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2500			TOTAL: CENTRAL SERVICES	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00
				Function-2600 - Operation and Maintenance of Plant										
				Personnel Services - Compensation										
11000	2600	51100	1113	Salaries Expense: Administrative Associates										
11000	2600	51100	1114	Salaries Expense: Administrative Assistants										
11000	2600	51100	1217	Salaries Expense: Secretary, Clerical, Technical Assistants										
11000	2600	51100	1219	Salaries Expense: Duty Personnel										
11000	2600	51100	1614	Salaries Expense: Maintenance										
11000	2600	51100	1615	Salaries Expense: Custodial										
11000	2600	51100	1623	Salaries Expense: Crosswalk Guards										
				Total: Personnel Services - Compensation	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00
				Personnel Services - Employee Benefits										
11000	2600	52111	0000	Educational Retirement	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2600	52112	0000	ERA - Retiree Health	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2600	52210	0000	FICA Payments	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2600	52220	0000	Medicare Payments	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2600	52311	0000	Health and Medical Premiums	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2600	52312	0000	Life	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2600	52313	0000	Dental	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2600	52314	0000	Vision	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2600	52315	0000	Disability										
11000	2600	52316	0000	Other Insurance										
11000	2600	52500	0000	Unemployment Compensation										
11000	2600	52710	0000	Workers Compensation Premium										
11000	2600	52720	0000	Workers Compensation Employer's Fee										
11000	2600	52730	0000	Workers Compensation (Self Insured)										
11000	2600	52911	0000	Catereria Plan Fees										
11000	2600	52912	0000	Employee Assistance Programs										
11000	2600	52913	0000	Workers Compensation Employee Fees										
11000	2600	52914	0000	Deferred Sick Leave Reserve										
				Total: Personnel Services - Employee Benefits	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
				Purchased Professional and Technical Services										
11000	2600	53711	0000	Other Charges										
				Total: Purchased Professional and Tech Services	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
				Purchased Property Services										
11000	2600	54311	0000	Maintenance & Repair - Furniture/Fixtures/Equipment	\$55,000.00		\$55,000.00		\$55,000.00		\$55,000.00		\$55,000.00	
11000	2600	54312	0000	Maintenance & Repair - Buildings and Grounds										
11000	2600	54313	0000	Maintenance & Repair - Vehicles										
11000	2600	54411	0000	Electricity	\$2,500.00		\$2,500.00		\$2,500.00		\$2,500.00		\$2,500.00	
11000	2600	54412	0000	Natural Gas (Buildings)										
11000	2600	54413	0000	Propane/Butane (Buildings)										
11000	2600	54414	0000	Other Energy (Buildings)										
11000	2600	54415	0000	Water/Sewage	\$2,500.00		\$2,500.00		\$2,500.00		\$2,500.00		\$2,500.00	
11000	2600	54416	0000	Communication Services	\$12,500.00		\$12,500.00		\$12,500.00		\$12,500.00		\$12,500.00	
11000	2600	54610	0000	Rental - Land and Buildings	\$49,594.00		\$49,594.00		\$49,594.00		\$49,594.00		\$49,594.00	
11000	2600	54620	0000	Rental - Equipment and Vehicles										
11000	2600	54630	0000	Rental - Computers and Related Equipment										
				Total: Purchased Property Services	\$122,094.00		\$122,094.00		\$122,094.00		\$122,094.00		\$122,094.00	
				Other Purchased Services										
11000	2600	55200	0000	Property/Liability Insurance	\$7,500.00		\$7,500.00		\$7,500.00		\$7,500.00		\$7,500.00	
11000	2600	55813	0000	Employee Travel - Non-Teachers										

Charter's Five Year Budget Plan

SENATOR DENNIS CHAVEZ ACADEMY

Date: 6/22/2009

School Name:

FUND	FUNCTION	OBJECT	CLASS	JOB	OBJECT DESCRIPTION	PROJ .AMT (YEAR 1)	FTE	PROJ .AMT (YEAR 2)	FTE	PROJ .AMT (YEAR 3)	FTE	PROJ .AMT (YEAR 4)	FTE	PROJ .AMT (YEAR 5)	FTE
11000	EXPENDITURES														
11000	2600	55814	0000		Employee Training - Non-Teachers										
11000	2600	55914	0000		Contracts - Interagency										
11000	2600	55915	0000		Other Contract Services										
					Total: Other Purchased Services	\$7,500.00		\$7,500.00		\$7,500.00		\$7,500.00		\$7,500.00	
					Supplies										
11000	2600	56113	0000		Software										
11000	2600	56118	0000		General Supplies and Materials										
11000	2600	56210	0000		Natural Gas (Vehicles)										
11000	2600	56211	0000		Gasoline										
11000	2600	56212	0000		Diesel Fuel										
11000	2600	56213	0000		Propane (Vehicles)										
11000	2600	56214	0000		Lubricants/Anti-Freeze										
11000	2600	56215	0000		Tires/Tubes										
11000	2600	56216	0000		Maintenance Supplies/Parts	\$14,000.00		\$14,000.00		\$14,000.00		\$14,000.00		\$14,000.00	
					Total: Supplies	\$14,000.00		\$14,000.00		\$14,000.00		\$14,000.00		\$14,000.00	
					Property										
11000	2600	57331	0000		Fixed Assets (more than \$5,000)										
11000	2600	57332	0000		Supply Assets (\$5,000 or less)	\$2,000.00		\$2,000.00		\$2,000.00		\$2,000.00		\$2,000.00	
					Total: Property	\$2,000.00		\$2,000.00		\$2,000.00		\$2,000.00		\$2,000.00	
11000	2600				TOTAL: OPERATION AND MAINTENANCE OF PLANT	\$145,594.00	0.00	\$145,594.00	0.00	\$145,594.00	0.00	\$145,594.00	0.00	\$145,594.00	0.00
					Function:2700 - Student Transportation										
					Personnel Services - Compensation										
11000	2700	51100	1113		Salaries Expense: Administrative Associates										
11000	2700	51100	1114		Salaries Expense: Administrative Assistants										
11000	2700	51100	1217		Salaries Expense: Secretary, Clerical, Technical Assistants										
11000	2700	51100	1319		Salaries Expense: Special Ed. Assistants										
					Total: Personnel Services - Compensation	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00
					Personnel Services - Employee Benefits										
11000	2700	52111	0000		Educational Retirement	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2700	52112	0000		ERA - Retiree Health	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2700	52210	0000		FICA Payments	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2700	52220	0000		Medicare Payments	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2700	52311	0000		Health and Medical Premiums	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2700	52312	0000		Life	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2700	52313	0000		Dental	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2700	52314	0000		Vision	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2700	52315	0000		Disability										
11000	2700	52316	0000		Other Insurance										
11000	2700	52500	0000		Unemployment Compensation										
11000	2700	52710	0000		Workers Compensation Premium										
11000	2700	52720	0000		Workers Compensation Employer's Fee										
11000	2700	52730	0000		Workers Compensation (Self Insured)										
11000	2700	52911	0000		Cafeteria Plan Fees										
11000	2700	52912	0000		Employee Assistance Programs										
11000	2700	52913	0000		Workers Compensation Employee Fees										
11000	2700	52914	0000		Deferred Sick Leave Reserve										
					Total: Personnel Services - Employee Benefits	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
					Purchased Professional and Technical Services										
11000	2700	53711	0000		Other Charges										
					Total: Purchased Professional and Technical Services	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
					Purchased Property Services										
11000	2700	55111	0000		Transportation Per-Capita Feeders										
11000	2700	55112	0000		Transportation Contractors										
					Total: Purchased Property Services	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	2700				TOTAL: STUDENT TRANSPORTATION	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00
11000	2000				TOTAL: SUPPORT SERVICES	\$793,176.80	1.50	\$793,964.30	1.50	\$794,751.80	1.50	\$795,539.30	1.50	\$795,539.30	1.50

Charter's Five Year Budget Plan

School Name:				SENATOR DENNIS CHAVEZ ACADEMY				Date: 6/22/2009						
FUND	FUNCTION	OBJECT	JOB CLASS	OBJECT DESCRIPTION	PROJ. AMT (YEAR 1)	FTE	PROJ. AMT (YEAR 2)	FTE	PROJ. AMT (YEAR 3)	FTE	PROJ. AMT (YEAR 4)	FTE	PROJ. AMT (YEAR 5)	FTE
11000 EXPENDITURES														
	Function-3100 - Food Service Operations													
	Personnel Services - Compensation													
11000	3100		1113	Salaries Expense: Administrative Associates										
11000	3100		1114	Salaries Expense: Administrative Assistants										
11000	3100		1217	Salaries Expense: Secretary, Clerical, Technical Assistants										
11000	3100		1617	Salaries Expense: Food Service										
				Total: Personnel Services - Compensation	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00
	Personnel Services - Employee Benefits													
11000	3100		52111	Educational Retirement	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	3100		52112	ERA - Retiree Health	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	3100		52210	FICA Payments	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	3100		52220	Medicare Payments	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	3100		52311	Health and Medical Premiums	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	3100		52312	Life	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	3100		52313	Dental	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	3100		52314	Vision	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
11000	3100		52315	Disability										
11000	3100		52316	Other Insurance										
11000	3100		52500	Unemployment Compensation										
11000	3100		52710	Workers Compensation Premium										
11000	3100		52720	Workers Compensation Employer's Fee										
11000	3100		52730	Workers Compensation (Self Insured)										
11000	3100		52911	Cafeteria Plan Fees										
11000	3100		52912	Employee Assistance Programs										
11000	3100		52913	Workers Compensation Employee Fees										
11000	3100		52914	Deferred Sick Leave Reserve										
				Total: Personnel Services - Employee Benefits	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
	Function-3100 - Food Service Operations													
	Purchased Professional and Technical Services													
11000	3100		53411	Auditing										
11000	3100		53413	Legal										
11000	3100		53414	Other Professional Services										
11000	3100		53711	Other Charges										
				Total: Purchased Professional and Tech Services	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
	Purchased Property Services													
11000	3100		54311	Maintenance & Repair - Furniture/Fixtures/Equipment										
11000	3100		54312	Maintenance & Repair - Buildings and Grounds										
11000	3100		54313	Maintenance & Repair - Vehicles										
11000	3100		54411	Electricity										
11000	3100		54412	Natural Gas (Buildings)										
11000	3100		54413	Propane/Butane (Buildings)										
11000	3100		54414	Other Energy (Buildings)										
11000	3100		54415	Water/Sewage										
11000	3100		54416	Communication Services										
11000	3100		54610	Rental - Land and Buildings										
11000	3100		54620	Rental - Equipment and Vehicles										
11000	3100		54630	Rental - Computers and Related Equipment										
				Total: Purchased Property Services	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
	Other Purchased Services													
11000	3100		55813	Employee Travel - Non-Teachers										
11000	3100		55814	Employee Training - Non-Teachers										
11000	3100		55914	Contracts - Interagency										
11000	3100		55915	Other Contract Services										
				Total: Other Purchased Services	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	