

TAOS INTEGRATED SCHOOL OF THE ARTS SPECIAL EDUCATION DRAFT POLICY AND PROCEDURE MANUAL

July 1, 2009

The Taos Integrated School of the Arts believes that all students, including those with disabilities, should receive the educational tools they need to lead productive and independent adult lives. The school believes in educating the whole child and including all children in the educational program it provides. TISA maintains high expectations for all students, including those with disabilities. It is understood that the following policies and procedures are a draft document which may be changed or altered during the planning phase of the charter school, dependent on legal and staff input.

I. Child Identification

In compliance with 6.31.2.10 NMAC and 6.30.2 NMAC, The Taos Integrated School of the Arts will conduct activities to locate and evaluate children who are in need of special education and related services.

A. Child Find

TISA will conduct Child Find activities by conducting public awareness programs and notifying the public of the availability of special education testing and other services at the school. All students with disabilities attending, TISA regardless of the severity of the disability, and who are in need of special education and related services, are identified, located and evaluated. Pursuant with the New Mexico state statute 6.31.2.10B NMAC,

TISA will conduct general screenings as part of its overall school success plan to identify existing or potential student needs in all education and related areas. TISA will assist in identifying unique populations such as homeless children, migrant children or home-schooled children and will make appropriate efforts to inform them of special education services at the school.

B. General Screening

TISA will conduct a general screening as part of its Student Assistance Team process to identify student needs in all educational and related areas, including potential needs for special education and related services. TISA follows the SAT guidelines as set out in the New Mexico PED SAT Handbook.

C. Request for Initial Evaluation

Parents, TISA faculty, or the Student Assistance Team (SAT) may request a screening or initial evaluation.

II. EVALUATIONS

An evaluation must be completed and an eligibility determination made by the Multi-Disciplinary Team before any student can receive special education services.

A. Determining the Need for an Evaluation

The Taos Integrated School of the Arts will identify those students in need of an evaluation through screening, review of previous records, and parent information. The information shall include:

- The results of screening
- Reports from outside agencies
- A statement of language proficiency and dominance
- A case history from the parents
- A vision and hearing screening
- An informal observation of the student
- Medical information when appropriate

B. Evaluations in General

When a student has been identified as needing an evaluation, TISA shall obtain the services of a contract diagnostic agency or diagnostician. Evaluations will take place within 60 days and will be conducted at no cost to parents in compliance with 34 CFR sections 300.532-300.535. The evaluation will include any and all assessments that are deemed necessary and appropriate to a child's individual situation in all areas of suspected disability. Evaluations will be conducted in such a manner so as not to be discriminatory on a racial or cultural basis and will be administered in the child's native language or other mode of communication, unless it is clearly not feasible to do so.

C. Contents of Evaluation Files

- The Parent Notification Referral
- Parent Consent for Evaluation
- Parent perception of problems and interventions
- A summary of the student's attendance history
- A statement regarding any cultural, linguistic, environmental or socioeconomic factors impacting the student's ability to gain from his/her educational experience
- A statement regarding any cultural, linguistic, environmental or socioeconomic factors impacting the student's test performance
- An observation of test behavior
- An Evaluation Report, which conforms to diagnostic standards
- A statement indicating the need for specialized instruction
- A recommendation for general teaching or environmental strategies
- A recommendation for specific general education modifications
- Notification of a Multi-Disciplinary Team meeting sent prior to the meeting
- Documentation of MDT determination of eligibility
- Current IEP, if any
- Current Evaluation
- Transition Plan

D. Independent Evaluations

Parents who disagree with evaluation results and/or interpretations have the right to obtain an independent educational evaluation of the child at public expense.

E. Re-evaluations

Re-evaluations will be conducted no less than once every three years. They may be conducted at the request of the student's parent or legal guardian at any time further information will benefit the student's educational program.

III. ELIGIBILITY DETERMINATIONS

A. Current TISA students

Please note that ECCS students who are referred by a Student Assistance Team (SAT) for special education eligibility determination will have received Tier One and Tier Two instruction and interventions before referral. The SAT will submit a complete file prior to the request for screening or initial evaluation as required by 6.13.2.109 (C) NMAC 2005. (Refer to Section E #19)

Upon completing the administration of tests and other evaluations, the Multi-Disciplinary Team (MDT), a group of qualified professionals, and the parent/guardian of the student, will determine if the student is one with a disability and thus qualifies for special education services, as defined in 34 CFR Sec. 300.7 and Paragraph B (1) of 6.31.2.7 NMAC. The student's disability must adversely affect his or her academic performance. This determination shall be made following the procedures set out in 34 CFR Sections 300.534 – 300.535 and any other Special Education Bureau rules and regulations. The Eligibility Determination shall include a statement regarding the specific educational needs of the student.

B. 504 Plans

If a student has a disability but the disability does not adversely affect educational performance, the student will not be eligible for special education services under IDEA but may be eligible for protections under Section 504 of the Rehabilitation Act. To be eligible, the student must have a physical or mental impairment that substantially limits at least one major life activity. Major life activities include walking, seeing, hearing, speaking, breathing, sitting, standing, learning, reading, writing, performing math calculations, working, caring for oneself, or performing manual tasks. Under Section 504 the student with a disability may receive accommodations and modifications. An IEP team, SAT, or a parent may request a 504 Plan.

C. Transfers

In the case of a student with a disability who transfers from another school district either in New Mexico or from another state to TISA within the same academic year, and who has an IEP, TISA will provide that student with special education services comparable to those described in the previously held IEP, in consultation with the parents/guardians, until TISA either adopts that IEP or develops a new IEP.

D. Change of Eligibility

Before a student who has had an IEP can be found to be ineligible for special education services, TISA will have that student reevaluated and will convene a meeting with the

student, the student's parents, and all necessary professional therapists and teachers as appropriate, to discuss progress and subsequent program. If a student's eligibility for special education is terminated, TISA will provide the student with a summary of his or her academic achievement and functional performance and will make recommendations on how to assist the student in meeting postsecondary goals. A student is no longer eligible for special education services upon his/her twenty-second birthday, or upon graduation.

E. Special Rule Regarding Eligibility

If, after evaluation procedures, the Multi-Disciplinary Team and/or IEP team determine that the student's academic delays are due to a lack of teaching in reading or math or due to limited English proficiency, that student will not be eligible for special education services. However, other solutions will be sought to remediate the deficiencies.

F. Rule Regarding Medication

No student will be required to obtain a prescription for a medication covered by the Controlled Substances Act as a condition of attending school, receiving an evaluation, or for eligibility for special education services.

IV. PLACEMENTS

After a student is determined to be eligible for special education services, a determination of placement will be made. TISA insures that each student's educational placement and services will be provided in the least restrictive environment.

A. Placement at TISA

As stated in 6.31.2 (2) (c) NMAC, the presumption is that the student will be educated in the school that he or she would attend if non-disabled unless the student's IEP requires some other arrangement. Since TISA is a charter school providing school choice for students from the greater Taos area, TISA will provide placement for a student with disabilities unless the student's IEP clearly requires some other arrangement.

B. Placement Files must include

- Documentation of any special factors affecting school placement
- The student's IEP goals and objectives aligned to state standards and written in specific, measurable terms, including references to the measurement tool or tools to be used to determine progress.
- Clear justification for the program placement.

C. Other Placements

If a student's IEP requires another placement, a student may be placed in an appropriate private school or facility in order to fulfill the requirement of the student's IEP at no cost to the student's parents.

D. Private Schools

If parents believe that TISA has failed to provide a free appropriate public education to their disabled child and they independently place that child in a private school, TISA and the PED will not be responsible for the student's tuition unless the parent has followed the state and federal guidelines governing this situation. Parents must first notify TISA of their concerns and of their intention to enroll their child in a private school at public expense. (Refer to state and federal regulations that specifically address this situation)

E. Placements during Due Process

Pending a meeting or hearing regarding conflict resolution, a student will remain in his or her current placement unless otherwise determined by the IEP Team or a hearing officer.

V. INDIVIDUALIZED EDUCATION PROGRAM (IEP)

An "individualized education program" (IEP) means a written statement or educational plan for a student with a disability that is developed, implemented, and revised in compliance with state and federal law. This program is designed by the IEP team which consists of the special education teacher, general education teachers, parents, other professionals with expertise in appropriate areas, and the student if possible or appropriate.

A. Responsibility for IEP

The Taos Integrated School of the Arts is responsible for developing and implementing an IEP for each student in need of special education services. As such, TISA insures that an IEP will be developed and implemented for each enrolled student in need of special education who is placed in or referred to a private school by TISA or who is enrolled in a parochial or home school, and who receives special education or related services from TISA .

B. When IEPs Must Be in Effect

- At the beginning of each school year TISA will have an IEP in effect for each student with a disability who is receiving special education from the school.
- An IEP will be in effect before special education and related services are provided to a student.
- An IEP will be implemented as soon as possible following the IEP meetings except when the meetings occur during the summer or a vacation period or where there are circumstances that require a short delay. There will be no undue delay in providing special education and related services to a student.

C. Meetings

TISA will be responsible for initiating and conducting meetings for the purpose of developing, reviewing and revising a student's IEP. A meeting to develop an IEP will be held within 30 calendar days of a determination that the student needs special education and related services. A meeting to review a student's IEP will be held each year or anytime there is new information that would substantially alter the student's educational plan. However, if TISA and the parents agree, an amendment may be made to the IEP in writing and without the requirement of a meeting.

Participants

The IEP team shall consist of the student, if appropriate, one or both of the student's parents, the TISA special education teacher, at least one regular education teacher, a person who can interpret the educational implications of test results, a school administrator or designee, any appropriate therapists or other service providers, or transition services personnel as appropriate, and any other advocate or support person the parent chooses to invite. An IEP team member may be excused from attendance at a meeting if the parents agree. Members who do not attend may provide written input prior to the meeting.

Special Provisions for Parents

TISA will do its best to insure that one or both of the parents of the student with a disability can be present at each meeting or are afforded the opportunity to participate. TISA will attempt to schedule meetings at a mutually agreed upon time and place.

TISA will provide written notice to the parents at least a week prior to the meeting to ensure they will be able to attend. The written notice will specify the purpose, time, and location of the meeting and who will be in attendance. If the parents cannot attend, TISA will offer other means of attendance such as conference calls.

If necessary, TISA will ensure that an appropriate interpreter will be at the meeting so the parents and/or student can understand what is being said.

TISA will provide a copy of the Parent's Rights and Responsibilities to parents and will get a signed acknowledgment of receipt. TISA will provide a copy of all evaluation results to the parents before the meeting and will provide a copy of the completed IEP at the conclusion of the meeting.

If a Parent Will Not Attend

A meeting may be conducted without a parent present if TISA is unable to convince the parents they should attend. In this case, TISA will maintain a detailed record of all attempts to arrange a mutually agreed upon time and place. TISA will institute procedures to protect the rights of the student when the student's parents are not known.

VI. CONTENT OF THE IEP

The IEP team will take the following into consideration: the student's strengths, the parent's concerns and desires, the student's concerns and desires, the evaluation results, the student's academic, developmental and functional needs, the recommendations of regular and special education teachers, input from therapists and other professionals, and any special social, behavioral or communication factors.

The IEP for each student will include the following

- A statement of the student's present levels of educational performance which accurately describes the impact of the student's disability on his or her performance in the general education curriculum
- A statement of measurable annual goals, both academic and functional, designed to meet the student's needs that result from his or her disability and which enable the student to be involved in and make progress in the general education curriculum
- A statement of how the student's progress will be measured and when progress reports will be issued
- A statement of special education and related services and supplementary aids and services, based on peer-reviewed research, if possible
- A statement of program modifications and supports to be provided to the student in the Least Restrictive Environment (LRE), and the extent to which the student will participate in the general education curriculum
- An explanation of the extent, if any, to which the student will not participate with non-disabled students in the regular classroom
- A statement of accommodations the student needs when participating in district-wide or statewide assessments, or in the event the student must take an alternate assessment, a statement as to why the alternate assessment is necessary in accordance with New Mexico law and guidelines.

According to 6.31.2.11 (E) NMAC, students may participate in alternate assessments only if it can be documented that their past and present levels of performance in multiple settings indicate the presence of a significant cognitive disability. These students require intensive, pervasive, or extensive levels of support in home, school and community settings. These students' current cognitive and adaptive skills and performance levels require direct instruction to accomplish the acquisition, maintenance, and generalization of these skills in multiple settings.

- A statement regarding the extent to which the student will be subject to the standard behavioral policies of the school and if individualized behavioral techniques should be used
- The projected date for the beginning of services and the projected frequency, location, and duration of those services
- A statement that the student and parents were informed that the student's rights under IDEA will transfer to him or her upon the age of majority.

ECCS will place this statement in the IEP no later than one year before the student becomes 18. If the parents follow legal procedures to maintain full or partial guardianship, this information will be included in the student's file.

- A signature page where each participant present during the IEP meeting will sign, date, and indicate their position
- When the student is 16, a statement of appropriate measurable postsecondary goals related to training, education, employment, and if appropriate, independent living skills. Also included will be a plan to provide transition services, including course of study
- A statement describing restrictive environment. To the maximum extent possible, TISA students with disabilities will be educated with students without disabilities. TISA insures that special classes, separate schooling, or other removal of students with disabilities from the general education environment will occur only when the nature and severity of

the disability is such that education in general classes, even when supplementary aides and supports are used, cannot be satisfactorily achieved.

VII. PROGRAM DELIVERY

A. Continuum of Service Delivery

TISA will utilize the “consultant” model as much as is educationally feasible and sound for the special needs student. The special education teacher, along with appropriate ancillary staff, will collaborate with the general education teacher to serve as consultants by providing assistance so all students can be taught in an inclusive setting. The service will be brought to the student rather than the student to the service. When stipulated in the IEP, the special education teacher will provide modifications or direct support to the student in the general education setting. Educational assistants will be used to provide additional support for the implementation of modifications and to act as a critical link between the general and special education teacher.

A full continuum of alternative service delivery models for special education and related services will be available to meet the needs of students with more significant disabilities. If a more direct model is needed, TISA will provide services in a small group or one to one setting.

B. Individualized Education Placement

TISA will insure that the IEP team creates a plan individualized to the student’s needs and will execute that plan. Special education and related services as well as supplementary aids and services will be based upon peer-reviewed research, to the extent feasible.

C. Teacher Qualifications

TISA will insure that any special education teacher employed by TISA will be highly qualified, and that all related service personnel and educational assistants will be certified and licensed according to New Mexico standards. TISA will insure that all general education teachers will have ongoing professional training for the issues and teaching methods specific to TISA students with special needs.

VIII. BEHAVIOR AND DISCIPLINE

A. Comparable Disciplinary Rules

Unless otherwise stipulated by law, a student with an IEP shall be subject to the same disciplinary rules and requirements as other TISA students.

B. Functional Behavioral Assessments

When creating or revising an IEP, the IEP team will consider whether a functional behavioral assessment or other behavioral strategies will be necessary to optimize student learning. If, at any time, a student with a disability demonstrates behavior that impedes his or her learning or that of others, TISA will convene a meeting to determine strategies to address that behavior or initiate a functional behavioral assessment.

C. Suspension or Expulsion

If a student with a disability subject to the standard TISA disciplinary code commits an act that requires suspension or expulsion, TISA will insure that the student continues to receive a free appropriate public education and related services. If appropriate, the student will receive a functional behavioral assessment or other psycho-educational evaluations.

D. Qualifications of Evaluator

If, at any stage of a student's educational career, it is determined that a psycho-educational evaluation is necessary, TISA will insure that the evaluator has expertise in that student's particular disability.

E. Violations of Disciplinary Code

Except as noted in subsection G below, TISA will not remove a student with a disability who violates the disciplinary code from his/her current placement to another interim alternative educational setting or suspend that student for more than ten school days.

F. Manifestation Determination

Within ten school days of any decision to change the placement of a student with a disability because of a violation of the school's disciplinary code, the IEP team shall convene a Manifestation Determination meeting. At this time they will review all relevant information including that provided by the parents concerning the student to determine if the negative behavior was caused by the student's disability. The IEP team will determine whether the negative behavior was caused by or had a direct and substantial relationship to the student's disability and/or if the negative behavior in question was the direct result of the school's failure to implement the IEP.

If the IEP Team determines that the student's negative behavior was a manifestation of the student's disability, TISA will initiate a functional behavioral assessment for that student and implement a behavior intervention plan based on that assessment.

In the situation where a behavioral plan is already in place and a student's negative behavior continues, TISA will review the behavior intervention plan and modify it to address the behavior.

If the IEP team determines that the student's negative behavior was not a manifestation of the student's disability, the same disciplinary procedures applicable to children without disabilities will apply in this situation.

G. Special Disciplinary Circumstances

TISA may remove a student to an interim alternative educational setting for not more than 45 school days without regard as to whether the behavior is a manifestation of the student's disability if the student:

- Carries or possesses a weapon to or at school or any school function

- Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance on school premises or at a school function, except as noted in section H.
- Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function.

H. Prescription Drug Exception

If an TISA student with a disability has been prescribed a controlled substance by a doctor and the student has possession of the medication at school, this is not an illegal possession or use. However, all prescription or over-the-counter medications used by students will be stored in the administration office or health room during school hours.

I. Interim Educational Setting

When a student with a disability needs to be removed from the regular educational placement to an interim alternative educational setting, the IEP team will determine that setting.

J. Reporting of Crimes

TISA may, at its discretion, report a crime committed by a student with a disability to the appropriate authorities. If the school does so, it will insure that the authorities receive copies of the special education and disciplinary records of the student.

K. Disciplinary Provisions for Students in IEP Process

An TISA student who has not yet been found eligible for special education will receive the same treatment in disciplinary matters as those who have IEP's if the parent of the student has expressed concern in writing that the student may need special education or has requested an evaluation, if the student's teacher has expressed specific concerns about the student's pattern of behavior, or if the student is in the SAT process.

L. Due Process in Disciplinary Issues

If a parent of a student with a disability disagrees with any decision regarding placement or the manifestation determination, that parent may request a hearing.

M. Determination of New Placement

The IEP team may determine that TISA is unable to meet the needs of the student and refer the student to another placement. TISA will follow the procedures as set out in 6.31.2.J – L NMAC and all relevant federal rules.

IX. GIFTED STUDENTS

A. In General.

TISA will provide services to all students that qualify as gifted, as defined in 6.31.2.12 NMAC and Sec. 22-1-1(O) NMSA 1978.

Assuming appropriate evaluations have been completed, a student may be determined to be both gifted and have a disability. The student will be entitled to a free appropriate public education for both reasons and both needs will be addressed in the IEP.

TISA may offer gifted programs and services to students who fail to meet state eligibility criteria. However, the state will only provide funds for PED-approved gifted programs for those students who meet the criteria established by the state.

All provisions regarding the initiation and evaluation of IEPs, procedural safeguards, and rights apply to gifted students. However, provisions that specify special disciplinary protections and placements to students with disabilities do not apply to gifted students.

B. Definition

A “gifted student” is a school-aged person whose intellectual ability paired with subject-matter aptitude/achievement, creativity/divergent thinking, or problem-solving/critical thinking, meets the eligibility criteria determined by the state.

C. Evaluation Procedures

A student’s parents, the student, an TISA teacher or counselor, or SAT may request an evaluation to determine if a student is gifted and in need of special education services to meet the student’s educational needs.

The Special Education Director will contract with a testing service or qualified diagnostician to administer the testing instruments required by law. The Director will also be responsible for gathering all information required to make an evaluation.

An IEP team will be created. One member should be a person knowledgeable about gifted programs and the needs of gifted students. In all other ways the constituents of the IEP team will be equivalent to one created for a student with a disability.

The IEP Team will consider documentation and data from multiple sources including:

- Standardized measures.
- Information regarding the student’s activities from other sources such as collections of work, audio/visual products, judgment of work by qualified individuals knowledgeable about the student’s performance (artists, musicians, scientists, etc.), interviews and observations.
- An accurate assessment of a student’s ability may be affected by factors including cultural background, linguistic background, socioeconomic status, or disability conditions. The impact of these facts on the evaluation shall be documented and carefully considered when determining whether a student is gifted.
- The student’s ability in all four areas specified in the above definition will be tested and considered.

D. Eligibility

An ECCS student will be considered gifted by the IEP team if any of the following are true:

The student shows a score of two standard deviations above the mean (130 or above) on a properly administered measure of intellectual ability, and the student meets eligibility criteria in one of the following three areas:

- Superior score on a total subject area section of a standardized measure, or as documented from other sources
- Outstanding performance on a test of creativity/divergent thinking, or as documented from other sources
- Outstanding performance on a test of problem-solving/critical thinking, or as documented from other sources

If the IEP team determines that a student is gifted, it will create and implement an IEP that meets the student's needs.

X. STUDENT RECORDS

A. Transfers

Whenever a student from TISA transfers to another school, TISA will insure that all records, including IEPs, will be forwarded promptly upon proper request by the parents or the receiving school.

B. Confidentiality of Personally Identifiable Information

TISA insures that the following practices and policies regarding personally identifiable information are in place:

- Parental consent is obtained before personally identifiable information is disclosed to anyone other than officials of public education agencies collecting or using the information.
- TISA is required by the NCLB Act to disclose information regarding TISA students to the Pentagon for use in recruiting students into the Armed Forces.
- TISA protects the confidentiality of student records in the collection, storage, disclosure and destruction stages.
- One official at TISA is responsible for insuring the confidentiality of student records.
- All persons collecting or using student records will receive training or instruction regarding FERPA.
- TISA maintains for public inspection a current listing of the names and positions of those TISA employees who have access to student records.

C. Access Rights

Upon parental request, TISA will provide a list of the types and locations of educational records collected, maintained, or used by the school and will permit parents to inspect and review any educational records relating to their students that are collected, maintained, or used by the school. TISA will comply with a request without unnecessary delay and before any meeting regarding an IEP.

TISA presumes that parents have the authority to inspect and review records relating to their student unless TISA has been advised otherwise under applicable state laws governing such matters as guardianship, custody, separation, and divorce.

- The right to inspect and review educational records includes
- The right to a response from TISA to reasonable request for explanations and interpretations of records
- The right to request that TISA provide copies of the records if failure to provide copies would effectively prevent the parents from exercising the right to inspect and review the records
- The right to have a representative of the parents inspect and review the records TISA keeps a record of parties who obtain access to educational records collected, maintained, or used (except access by parents and authorized employees of TISA), including the name of the party, position or credential of the party, the date, and purpose access was given.

D. Records on More Than One Student

If any educational record includes information on more than one student, the parents of those students have the right to inspect and review only the information relating to their student or to be informed of that specific information.

E. Fees

TISA does not charge a fee to search for or retrieve information for parents, nor does it charge a fee for copies of records if failure to provide copies or to pay a fee would effectively prevent parents from their right to inspect and review the records.

F. Amendment of Records At Parent's Request

Parents who believe that information in their student's record is inaccurate or misleading, or that it violates the privacy or other rights of the student, may request in writing that TISA amends the information.

TISA will answer the request in a reasonable period of time following the receipt of the request. If TISA decides not to amend the information in accordance with the request, TISA will inform the parents in writing of the refusal and will advise the parents of their right to a hearing.

G. Hearings

Upon written request, TISA will provide a hearing to parents to challenge information in the educational records of their student to insure that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student.

The hearing will be conducted according to the procedures under the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99 and 6.5.2 NMAC.

If, as a result of the hearing, TISA determines that the information needs to be changed, it will amend the information accordingly and inform the parents in writing. If, as a result of the hearing, TISA decides that the information does not need to be changed, it will inform the parents of their right to place a statement commenting on the information in the student's record. Any explanation placed in the record of the student will be maintained by TISA as part of the school record as long as it is kept by TISA. If the

record of the student is disclosed to any party, the explanation will also be disclosed with the record.

H. Destruction of Records

As a matter of policy, TISA will destroy a student's records when they are no longer needed to provide educational services to that student. However, the records of a student with a disability may be retained permanently unless the parent of the student or the student at age of majority requests that the record be destroyed. Although destruction of records is the best protection against improper and unauthorized disclosure, the records may someday be needed for other purposes such as to obtain social security benefits or other services.

If TISA receives a request in writing to destroy the records of a student with a disability, it will give the records to the person making the request. However, TISA will keep a permanent record of a student's name, address, phone number, attendance, grade transcript, grade level completed, and year completed.

I. Notice to Parents

The Special Education Director or designee will provide a written notice to parents fully informing them about the requirements pertaining to the confidentiality of student records and their rights under the law in regard to those records.

XI. CONFLICT Management and Resolution

A. In General

The Taos Integrated School of the Arts staff is committed to establishing and maintaining productive working relationships with the parents of all students at TISA since we believe that such a relationship contributes to the quality of the student's educational experience. To formalize this commitment, TISA will ask for a signed commitment of parental involvement in school life and activities. Furthermore, TISA will establish procedures in the Employee Handbook and Student Handbook that provide students and parents with a process through which they can address their concerns.

This is no different for students with disabilities. However, in addition to the school procedures, TISA will abide by the state and federal regulations regarding dispute resolution in matters pertaining to special education students.

First, as a proactive measure, the Special Education Director at TISA will maintain open and frequent communication with the parents of students with disabilities to discuss ongoing concerns and accomplishments.

Secondly, TISA will insure the maintenance of a continuum of dispute resolution options for parents and students with disabilities to include Informal Dispute Resolution procedures, Third-Party assisted intervention, and Formal Dispute Resolution options. The Special Education Director will provide a notice listing the rights of parents to Due Process at every IEP meeting or whenever a parent requests one.

B. Informal Dispute Resolution Procedures

If a disagreement arises between parents and TISA over a student's IEP or educational program and it cannot be resolved through an informal conference, either the parents or TISA may convene a new IEP meeting at any time to attempt to resolve the issues in question.

C. Third-Party Assisted Intervention

1. To resolve a disagreement, the parents and TISA may elect to meet with a neutral party who is under contract with Parents Reaching Out or an alternative dispute resolution provider.

2. To resolve a disagreement, the parents and TISA may choose mediation. In that case the Special Education Bureau of the Public Education Department ensures that mediation is available to parents and schools who request intervention before filing a state-level complaint or a request for a due process hearing. TISA will honor any parent's request for mediation and will assist in the process of arranging the meeting. TISA will also inform the parents of the procedures involved in a mediated intervention.

D. Mediation

In compliance with 6.31.2 (b) NMAC, the parents and TISA will file with the Bureau a mutual request in writing, signed by both parties, which will contain a statement of the matter in dispute and a description of all attempts to resolve the matter. The Bureau will then contact TISA to set up a meeting.

In general:

- Mediation is voluntary on the part of the parties
- The mediation process will not be used to deny or delay a parent's right to a due process hearing
- All discussions that occur during the mediation process must be confidential and may not be used in any subsequent due process hearing or civil proceeding
- A mediated agreement will be signed by both parties and will be binding and enforceable in any state court or district court of the United States.
- If the mediated agreement involves IEP issues, the agreement must state that TISA will convene a meeting to inform the student's service providers of their responsibilities under the new agreement.
- The mediator will transmit a copy of the written mediation agreement to each party within seven days of the meeting.
- Each session in the mediation process will be scheduled in a timely manner and held in a location that is convenient to the parties involved in the dispute.

E. Formal Dispute Resolution

1. Complaint

A state level complaint may be filed with the Special Education Bureau of the Public Education Department. The Bureau will accept and investigate complaints from organizations or individuals that raise issues covered by state law 6.31.2.13 NMAC. The

Complaint must be in writing and submitted to the Special Education Bureau or the secretary of education in the case of a complaint against the Public Education Department.

The complaint must include a statement that the PED or TISA has violated an applicable state or federal law or regulation. It must contain a statement of the facts on which the allegation is based and a description of any efforts made to resolve the complaint issues with TISA. The alleged violation must have occurred not more than one year before the parent knew or should have known about the violation. Finally, the complaint must be signed. The requirements of a complaint are specifically set out in 6.31.2.13 (H) NMAC.

After receipt of a complaint, the state will offer to hold a preliminary meeting, an IEP meeting, or mediation. The parents may accept or decline the offer. After an investigation, the Special Education Bureau will issue a written decision that includes findings of the facts, conclusions, and the reasons for the decision. The decision will be mailed to all parties of the dispute.

According to state law, after a complaint has been filed, the PED will offer to convene a Complaint Assistance IEP meeting with the parents to address IEP-related issues. The parents may accept or decline this offer.

2. Due Process Hearing

Parents, their authorized representative, or TISA may request a Due Process hearing which is a procedure in which a Hearing Officer hears both sides of an issue and decides the case according to law.

A Due Process hearing may be requested for relief regarding any issue involving an IEP including claims for gifted services. However, a Due Process hearing may not be used to hear claims asserting that the Public Education Department should be required to provide direct services to a child or that the Public Education Department has failed to adequately perform its duty of general supervision over the educational programs for children with disabilities in New Mexico. A Complaint should be filed for those issues.

A request for a hearing must fulfill the legal requirements set out in 6.31.2. (I)(5) NMAC. The request should state all relevant facts of the dispute, a statement of the efforts made to resolve the dispute, a proposed resolution, and a request for a Hearing or an Expedited Hearing. The written notice shall be sent to TISA and to the Special Education Bureau. Upon receipt, TISA will send a written response specifically addressing the issues raised in the hearing request. When the Special Education Bureau receives the request, it will appoint a qualified and impartial Hearing Officer who will arrange the hearing time and place. The hearing will take place according to the rules set out by law.

3. Legal Action

Any party aggrieved by a decision in a Due Process Hearing may file suit in state or federal court.

XII. FUNDS

A. Excess Cost

TISA assures the New Mexico Public Education Department that it will use funds provided under IDEA only for costs which exceed state and local revenue and which are directly attributable to the education of students with disabilities. TISA will file annually an excess cost calculation that is available for review.

B. Non-Supplanting

TISA assures the New Mexico Public Education Department that it will use funds provided under IDEA to supplement, and to the extent practical, increase the level of state funds expended for the education of students with disabilities and in no case will supplant those state funds.

To meet this requirement, the total amount or average per capita amount of state funds budgeted by TISA for the second fiscal year and subsequent year expenditures for the education of students with disabilities will be at least equal to the total amount or average per capita amount of state school funds actually expended for the education of students with disabilities in the preceding fiscal year for which the information is available.

Allowance may be made for decreases in enrollment of students with disabilities and unusually large amounts of funds expended for such long-term purposes as the acquisition of equipment and the construction of school facilities.

TISA will not use IDEA funds to displace state funds for any particular cost. The intent of this requirement is to insure that IDEA funds are used to increase state efforts and are not used to take their place.

Compliance with this requirement is judged with this aim in mind. The supplanting requirement is not intended to inhibit better services to students with disabilities. TISA will annually file maintenance of effort calculation that will be available for review.

D-18 Access to other services including but not limited to counseling and health.

The Taos Integrated School of the Arts will provide access to all necessary support persons including counseling and health services. For special needs students as specified on their IEP or those students who are at-risk, TISA will also make available, as they are needed, a diagnostician, speech therapist, social worker, occupational therapist, adaptive physical education teacher, school psychologist, assistive technology expert, and physical therapist. These support people will initially be contracted out unless or until their services are required on a full-time basis. Additionally, transition services and community connections will be addressed throughout the life of a TISA student.

D-Other (for renewal only) Not applicable to TISA

E. BYLAWS OF the Taos Integrated School of the Arts

ARTICLE I NAME, LOCATION AND FISCAL YEAR

Section 1.1 Name. The name of the organization shall be Taos Integrated School of the Arts.

Section 1.2 Location. The location of the facilities shall be in the Taos Municipal School District.

Section 1.3 Fiscal Year. The fiscal year of the school shall coincide with the fiscal year of the Taos Municipal School District, which is July 1 through June 30.

ARTICLE II MEMBERS

Section 2.1 Eligibility. All families having students enrolled in the school, and all staff members in good standing are members of TISA. There is only one class of member, and no family or staff member shall hold more than one membership, regardless of whether separate households are maintained.

Section 2.2 Voting Rights. Each member shall be entitled to one vote on each matter submitted to a vote of the entire membership.

Section 2.3 Voting Procedures. Voting may be conducted by written ballot or at a meeting of members, as determined by the Governing Council. A written ballot shall be delivered to each member, setting forth the matter to be voted on, and allowing 14 days to be returned. If a meeting of members is chosen for the vote, all votes shall be cast in person. There shall be no absentee votes allowed.

Section 2.4 Termination. Membership shall automatically terminate when a family no longer has a student enrolled at TISA, or a staff member is no longer employed by TISA.

ARTICLE III MEETINGS OF MEMBERSHIP

Section 3.1 Purpose. The Governing Council may call a meeting of members whenever it decides not to conduct voting by written ballot; or for any other lawful purpose.

Section 3.2 Place. Meetings of members shall be held at the principal office of TISA or at such location as the Governing Council may designate.

Section 3.3 Notice. Written notice, stating the date, time, and place of any meeting of members, shall be delivered personally or by mail to each member not less than 7 days before the date of such meeting. Notice shall also be posted at the principal office of TIS

ARTICLE IV GOVERNING BODIES

4.1 Composition. There shall be three councils that make up the Governing Bodies of the charter school. The Governing council, Faculty council and Parent Council. The Governing council shall be comprised of a minimum of 5 voting members, made up of people from the community. Both members of the Administrative Team shall also serve as non-voting members on the Governing Council. The Faculty and Parent councils will send a nonvoting representative as a reporting member to each Governing Council meeting. The Faculty Council shall be comprised of all instructional staff, one reporting member from each of the other councils, and one member of the Administrative Team. The Parent Council shall be comprised of a representative from each class, one reporting member of the Faculty Council, and one member of the Administrative Team.

4.2 Term. Governing council members shall serve a term of 2 years beginning in July 1 the year elected. Faculty council members shall serve as long as they are employed by TISA. Parent Council members shall serve a one-year term, unless voted to continue by their class parents the following year, as their representative.

4.3 Elections. Elections for the Governing Council shall be conducted on a schedule such that results can be announced on the first Thursday in June of each year. Elections at a meeting of members shall be held on the first Thursday in June of each year.

Article V Officers

5.1 Officers. The officers of the Corporation shall be a Council Chairperson, a Vice Chair Person, a Secretary and a Treasurer. The Governing Council may elect or appoint such other officers, as it shall deem desirable. Such Officers shall have authority and perform the duties prescribed from time to time by the Governing Council. Any two offices may be held by the same person, except the offices of Chair and Secretary.

5.2 Election and Term of Office. The officers of the corporation shall be elected annually by the Governing Council at the Annual Meeting of the Governing Council, which shall be the first meeting of the Council following the annual membership meeting. New offices may be created and filled at any meeting of the Governing Council. Each officer so elected shall hold office until the next annual meeting of the Governing Council and until a successor shall have been duly elected and qualified.

5.3 Removal. Any officer elected or appointed by the Governing Council may be removed by a majority of the Governing Council whenever in its judgment the best interest of the Corporation would be served thereby, but such removal shall be without prejudice to any contractual rights, if any, of the officer so removed.

5.4 Vacancies. A vacancy in any office occasioned by death, resignation, removal, and disqualification or otherwise, may be filled by the Governing Council at its next regular meeting, or a special meeting called for that purpose, for the unexpired portion of the term.

5.5 Council Chairperson. The Chairperson shall be the principal executive officer of the Corporation and shall in general supervise and oversee the business affairs of the Corporation. He or she shall preside at all meetings of the Governing Council. He or she may sign, with the Secretary, or any other proper officer authorized by the Governing Council, any contracts, deeds or other instruments which the Governing Council have authorized to be executed, except in those cases where the signing and execution thereof shall be expressly delegated by the Governing Council, or by these By-laws, or by statute to some other officer or agent of the corporation, and in general he or she shall perform all duties incident to the office of Chairperson and such other duties as may be prescribed from time to time by the Governing Council.

5.6 Vice Chair. In the absence of the Chairperson or in the event of his or her inability or refusal to act, the Vice Chair shall perform the duties of the Chairperson, and when so acting, shall have all the powers of, and be subject to all the restrictions upon the Chairperson. Any Vice Chair shall perform such other duties as from time to time may be assigned by the Governing Council.

5.7 Secretary. The Secretary shall keep the minutes of all meetings of the Governing Council; prepare and send all notices as provided in these By-laws, or as required by law; be custodian of the Corporate records and of the Seal of the Corporation; see that the Seal of the Corporation is affixed to all documents, the execution of which, on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-laws; to keep a register of the mailing and e-mail addresses of each member of the Governing Council; and, in general, perform all duties incidental to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chairperson or by the Governing Council.

5.8 Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Corporation; receive and give receipts for monies due and payable and receivable to or by the Corporation from any source, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Governing Council, and, in general, perform other such duties as from time to time may be assigned to him or her by the Chairperson or by the Governing Council.

Article VI

Action by Resolution

The Governing Council may act, without convening a regular or special meeting, by written resolution signed by all of the members of the Governing Council, and duly entered in the Corporate Records.

Article VII

Books and Records

The Corporation shall keep correct and complete books and records of accounts, and shall keep minutes of all proceedings of its Governing Council and committees. All books and records of the Corporation may be inspected by any Director or member, or his or her agent or attorney, for any proper purpose at any reasonable time.

Article VIII

Contracts, Checks, Deposits and Funds

8.1 Contracts. The Governing Council may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these By-laws, to enter into any contract or execute and deliver any instrument in the name of, and on behalf of, this Corporation, and such authority may be general or confined to specific instances.

8.2 Checks, Drafts, etc. All checks, drafts or orders for payment of money, notes, or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Governing Council. In the absence of such determination by the Governing Council, such instruments shall be signed by the Treasurer and countersigned by the Chairperson or Vice Chair of the Corporation.

8.3 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Governing Council may select.

8.4 Gifts. The Governing Council may accept on behalf of the Corporation any contribution, gift bequest or devise for the general purpose or for any specific purpose of the Corporation.

Article IX

Conflict of Interest

9.1 No undisclosed interests. No member of the Council shall be interested, directly or indirectly, in any contract relating to the operations conducted by the School unless such contract is authorized by a majority of the Council members at a meeting in which the interested Council member is not present. The fact and nature of such interest must be fully disclosed and known to the Governing members present at the meeting at which such a contract can be authorized.

9.2 Disclosed interests. No member of the Council shall vote on any questions in which they have a financial interest or on any question concerning their conduct. In instances where the Council Member has interests, the Council Member must disclose this interest fully and promptly to the Council. Application to abstain from voting due to conflict of interest must be made before the votes are cast by stating the reason to abstain. The abstaining Council Member shall not be counted in determining either a quorum or a majority to the Council.

Article X

Non-Liability of Board Members

Board members shall not be personally liable for the Corporation's debts, liabilities or other obligations.

Article XI

Indemnification

The Corporation shall indemnify every Council Member and every officer, his heirs, executors, administrators, against all loss, cost and expense, reasonably incurred by him or her in connection with any action, suit or proceeding to which her or she may be made a party, by reason of his or her being or having been a Council Member or officer of the Corporation, including reasonable matters wherein he or she shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of negligence, except to the extent such liability, damage or injury is covered by any type of insurance; however, this indemnification shall not cover any acts of gross negligence, willful misconduct or with fraudulent or criminal intent. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Council Member or officer may be entitled.

Article XII

Meeting of Members, Elections

12.1 Annual Meetings of Members. The annual meeting of the members of the Corporation shall be held each year in April on a date set by the first elected Governing Council and may be changed from time to time by the Governing Council. The purpose of the meeting shall be to elect the members of the Governing Council and for the transaction of any other business that may come before the membership.

12.2 Special Meetings. The Board Chairperson, the Governing Council, or not less than one tenth of the members having voting rights may call special Meetings of the members.

12.3 Quorum. One tenth of eligible voting members of record shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting.

12.4 Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member.

12.5 Voting by Mail. Where directors are to be elected by members, such election may be conducted by mail in such manner, as the Governing Council shall determine.

12.6 Election. The election shall take place in April at the time of the annual meeting of members. The Nominating Committee will prepare ballots with a slate of up to three (3) candidates for each open Council seat. Ballots will be distributed to all members one (1) week

prior to the Election Day and will be available at the School office during this time. The School Administrator or a designee will receive any ballots prior to the Election Day and store them in a locked ballot box in his or her custody. Votes received at the annual meeting of members will also be placed in the locked ballot box. Within two days of the end of the election, the School Administrator and two (2) members of the Nominating Committee will count the votes and post the results within three (3) days of the election.

12.7 Election Results. The candidates with the most votes shall be elected to the available seats. In the case of a tie, there shall be a run-off election to be held within two (2) weeks. In the case where seats are for partial terms, full-term seats shall be filled first by the candidate with the highest vote count, and then partial term seats in corresponding order from highest to lowest vote counts of candidates. Newly elected Council members will begin their term at the first scheduled Council meeting after the last day of the school year.

Article XIII

Corporate Seal

The Governing Council shall provide a Corporate Seal, which shall have inscribed thereon the name of the Corporation, the State of Incorporation and the Year of Incorporation. Said seal shall be in the form impressed below.

Article XIV

Amendment of Bylaws

These Bylaws may be amended or repealed and new Bylaws may be adopted by a vote of the majority of the Governing Council.

Article XV

Dissolution

In the event of dissolution of the Corporation, no part of the Corporation's assets shall inure to the benefit of, or be distributed to, any member of the Corporation. The Governing Council shall, after paying or making provision for the payment of all liabilities of the Corporation, distribute the remaining assets to such organization(s) operated for one or more of the purposes of the Corporation, or to such charitable or educational organization(s) as shall qualify as exempt under Section 501 (c) (3) of the Internal Revenue Code, as amended.

A. Personnel Policies

The Taos Integrated School of the Arts Personnel Policies and Procedures – Employee Handbook

Personnel Goals and Objectives

The Governing Council and Personnel Committee of Taos Integrated School of the Arts recognize that dynamic and efficient staff members dedicated to education are necessary to maintain a constantly improving educational program. The Governing Council is interested in its personnel as individuals, and it recognizes its responsibility for promoting the general welfare of the school employees.

Hence, these goals are established for the personnel policies and procedures:

- Recruiting, selecting, and employing the best-qualified personnel to staff the school.
- An employee evaluation program that will contribute to the continuous improvement of staff performance.
- Professional development and in-service training programs for employees that will improve their rate of performance and retention.
- Assignment of available personnel to ensure that they are utilized as effectively as possible within budgetary constraints.
- Promotion of working relationships necessary to obtain maximum staff performance and satisfaction.
- A staff compensation program sufficient to attract and retain qualified employees within the budget limitation of the school.
- Clear policies and procedures that result in smooth management of the school.

Legal Requirements Related to Employees:

Taos Integrated School of the Arts will comply with all Federal and State Non-discrimination requirements, as put forth in the 1999 Charter School Act, 22-8B-4A, NMSA 1999.

The following Federal Requirements will be met:

- Equal Pay Act of 1963
- Title VII of the Civil Rights Act of 1964
- Age Discrimination in Employment Act of 1967
- Title IX of the Education Amendments of 1972
- Section 504 of the Rehabilitation Act of 1973
- Age Discrimination Act of 1975
- Americans with Disabilities Act of 1990
- Civil Rights Act of 1991
- Part B of the Individuals with Disabilities Education Act of 1997
- Equal Employment Opportunity Commission Regulations and the State Requirements:
- New Mexico Human Rights Act of 1969

Federal Requirements and how they will be met:

Non-Discrimination/Equal Employment Opportunity

Non-discrimination means freedom from adverse treatment based on disability, race, ethnicity, color, gender, sexual orientation, national origin, religion or age. Efforts will be made in recruitment and employment to ensure equal opportunity in employment for all qualified persons.

Our commitment to establish a workplace free from discrimination and harassment is one that must be shared by all employees. Violation of the Personnel Policies and Procedures are absolutely prohibited.

Complaints or charges of violations are to be reported to the Administrator, and will be immediately investigated. The Governing Council will take action, and disciplinary action may occur, if appropriate, up to and including termination of employment.

- Productive Work Environment
- Sexual Harassment
- Criminal Records/Background Checks
- Americans with Disabilities Compliance
- Immigration Reform and Control Act

Drug-Free Workplace

Taos Integrated School of the Arts supports a “zero tolerance” policy regarding drugs at the workplace. No employee shall violate the law or school policy in the manufacture, distribution, dispensing, possession, or use, on or in the workplace, of alcohol or any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance.

Workplace includes any school building or any school premises and any school-owned vehicles or any other school-approved vehicle used to transport staff members or students to and from school or school activities or on school business. Off school property, the workplace includes any school sponsored or school-approved activity, event, or function where students or staff members are under the jurisdiction of the school. In addition, the workplace shall include all property owned, leased, or used by the school for any educational or school business purpose.

Any employee who has been convicted under any criminal drug statute for a violation occurring in the workplace, as described above, shall notify the Administrator within five (5) days that such conviction has occurred.

As a condition of employment, each employee shall abide by the terms of the School policy respecting a drug-free workplace.

Any employee who violates this policy in any manner is subject to discipline, which will include, but is not limited to, dismissal.

Smoking by Staff Members

The Governing Council recognizes that smoking presents a health and safety hazard that can have serious consequences for the smoker, the nonsmoker, and the welfare of the school.

In order to protect students and staff members from a harmful environment, the Council prohibits smoking by employees, in the following places:

- In school buildings
- On school grounds
- In school buses and other school vehicles
- On school sanctioned activities and events

For purposes of this policy, smoking shall mean all uses of tobacco, including, but not limited to, cigarettes, cigars, pipes, chewing tobacco and snuff.

Code of Conduct

All employees of TISA are expected to maintain high standards of conduct in their school relationships. These standards must be idealistic, and at the same time practical, so that they can apply reasonably to all staff members. The employees acknowledge that TISA belongs to the public and serves the purpose of providing educational opportunities to all. Every employee assumes responsibility for providing leadership in the School and community. This responsibility requires the employee to maintain standards of exemplary conduct. It must be recognized that the employee's actions will be viewed and appraised by the community, associates and students. To these ends, the Governing Council adopts the following statements of standards.

The school employee:

- Makes the well being of students the fundamental value of all decision-making and actions.
- Maintains just, courteous, and proper relationships with students, parents, staff members, and others.
- Strives for the maintenance of high levels of efficiency and knowledge of developments in the employee's field of work.
- Fulfills job responsibilities with honesty and integrity.
- Directs any criticism of other staff members or of any department of the school system toward improving the school. Such constructive criticism is to be made directly to the person or persons involved. If resolution is not met, the issue should be reported to the Director.
- Supports the principle of due process and protects the civil and human rights of all individuals.
- Upholds local, state and federal laws.
- Implements the Governing Council's policies and administrative rules and regulations.
- Refrains from using school property, equipment, or staff to promote partisan politics, sectarian religious views, or selfish intents of any kind.
- Pursues appropriate measures to recommend the correction of any laws, policies, or regulations that are not consistent of sound educational goals.
- Avoids using their position for personal gain through political, social, religious, economic, or other influence.

- Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
- Stresses the proper use and protection of all school properties, equipment, and materials.
- Honors all contracts until fulfillment or release.

In the performance of duties, employees shall keep in confidence such information as they may secure unless disclosure is directed by the school or is required by law.

Conditions of Employment

- Specific Guidelines affecting the Relationship of the Administrator with the Charter school
- Specific Guidelines affecting the relationship of teachers with the charter school
- Specific guidelines affecting the relationship of other employees with the charter school
- Attendance (absenteeism & tardiness)
- Conferences and seminars
- Conflict of interest
- Confidentiality
- Credentialing of professional staff
- Confidentiality and privileged communications

Dress code and personal appearance of employees

Employees contribute to the reputation and the overall feeling of the School in the manner they present themselves. A favorable appearance is essential to a favorable impression with the community. Good grooming and appropriate dress reflects employee pride and inspires confidence as a demonstration of a role model.

The Administrator has the discretion to determine professional appropriateness in appearance. Employees who do not meet the approved School dress code may be sent home to change, and will not be paid for that time off.

Professionalism in appearance extends also to the work area, which should be kept neat and free of unnecessary papers and clutter. Certain personal items are permitted in the work areas, such as family pictures, as long as they do not diminish the professionalism of the workplace.

- Employee classifications for non-professional educators
- Employment selection procedures
- Employee privacy
- Fraternalization
- Information systems privacy
- E-mail/computer usage
- Identification badge
- Management of job related injury/illness
- Mandatory training requirements

- Media relations
- Personal property
- Serious diseases
- Solicitation
- Temporary and part-time employees
- Termination of employment
- Travel
- Performance evaluations
- Professional ethics
- Re-employment
- Use of school property
- Use of school vehicles
- Worker's compensation
- Employee complaint
- Maintenance of work areas
- Participation in community affairs
- Outside requests for information or testimony

Wage and Salary Administration

- Compensation policy
- Wage and salary administration
- Salary administration
- Pay periods and pay checks
- Pay practices
- Garnishments

Employment Benefits Policies

- Benefits policy
- Leave of absence policy
- Disclosure of benefits
- Educator retirement plan
- Bereavement (funeral) leave
- Extended medical leave
- Family and medical leave
- Holidays
- Jury duty
- Leave without pay
- Military leave
- Medical benefits
- Personal leave
- Sick leave
- Professional development
- Participation in trade and professional associations

Unemployment compensations

All employees shall be covered by Worker's Compensation insurance for any accident while on assignment, including any accident on school property or while on official business off school property. An employee must report any such accident to the Business Manager immediately, including the time of the accident, persons involved, and how it happened.

The Administrator, for purposes of employment or retention, may require employees to submit to such tests or examination, as a licensed physician deems appropriate.

When, in the opinion of the Administrator, the employee's physical or emotional condition warrants, the school may require a complete examination, at the school's expense, by a licensed physician selected by the school.

The school shall have procedures for complying with the requirements of Occupational Safety and Health Administration (OSHA), including an exposure-control plan, methods of compliance, work practice controls, post-exposure evaluations and follow up.

Staff Conduct and Discipline

Employees of Taos Integrated School of the Arts are expected to conduct themselves on the job in a respectable manner that will be a credit to the School and in accordance with standards of ethics reflected in the charter. Employees are considered to be on the job when they are traveling on official school business, and are expected to maintain proper conduct at all times. (See Code of Conduct)

Prohibited Conduct

1. **Corporal Punishment.** No employee of Taos Integrated School of the Arts will physically strike a student or other employee for any reason. Student discipline will be affected by means other than corporal punishment.
2. **Sexual Harassment.** Sexual harassment is any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature when (a) submission to the conduct is made either an explicit or implicit condition of employment, (b) submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee, or (c) the conduct substantially interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment. It is the policy of the
3. Council that there will be no sexual harassment of any employee or applicant for employment. The Governing Council will not tolerate sexual harassment by any of its employees, and sexual harassment is a violation of the Governing Council policies.

Any employee or applicant for employment, who believes he or she has been the victim of sexual harassment, should report such incident or incidents to the Administrator. If the Administrator is the perpetrator of the incident or incidents, then the report should be made to the Governing Council Chair. In determining whether the alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the alleged harassment and the

context in which the alleged incidents occurred will be investigated promptly. The Governing Council is committed to investigating thoroughly any complaint made and taking immediate and appropriate corrective action on all confirmed violations of this policy. The Governing Council considers sexual harassment to be a major offense that can result in any discipline deemed appropriate, including dismissal.

The Governing Council will neither allow nor tolerate any reprisal in any form by any employee or supervisor against any complaining employee or corroborating witness.

3. False Statements. No person will make any false statement, certificate, grade, rating or report with regard to any test, certification or appointment.

4. Bribery. No person will directly or indirectly give, render, pay, offer, solicit or accept any money, service or other valuable consideration for, or because of, any appointment, proposed appointment, promotion or proposed promotion to a position at the school.

5. Unfair Employment Opportunity. No employee of the personnel office, examiner, or other person will obstruct any person in his or her right to examination, eligibility certification, or appointment under these policies, or furnish to any person any special or secret information for purpose of affecting the rights or prospects of any person with respect to employment at Taos Integrated School of the Arts.

6. Unreported Outside Employment. Outside employment is permissible provided it does not (a) detract from the employee's efficiency at Taos Integrated School of the Arts, (b) conflict with the interests of the School or (c) discredit TISA. All outside employment by full-time employees must be reported in writing to the Administrator.

7. Improper Relations with Students. No employee shall have sexual or other improper relations with, or sexually harass, any student.

Disciplinary Action

Causes for disciplinary action will include, but not be limited to the following:

1. Consumption of intoxicating beverages or use of drugs while on the job, or arriving on the job under the influence of either. This includes, but is not limited to, being under the influence of such intoxicating beverages and/or drugs while representing Taos Integrated School of the Arts.
2. Insubordination
3. Excessive absenteeism and/or tardiness, or abuse of sick leave and other leave time allowed to Taos Integrated School of the Arts employees.
4. Unsatisfactory work performance.
5. Inducing, or attempting to induce, any employee to commit an unlawful act or acts in violation of these policies or state/federal laws.
6. Vending, soliciting, or collecting contributions on the employer's time or premises without written authorization from Director.

7. Unauthorized use of equipment, theft or intentional destruction of property, and any other crimes against Taos Integrated School of the Arts or its employees or students.
8. Intentional falsification of personal records, time sheets or other TISA records.
9. Carelessness or negligence with the monies or property of Taos Integrated School of the Arts
10. Fighting on the job. This includes, but is not limited to, physically striking a student, colleague or any other person for any reason while representing Taos Integrated School of the Arts
11. Violation of the Governing Body policies, rules and regulations, federal and state laws or other applicable laws.

When an employee has committed an action that will result in disciplinary action, the following steps will be taken:

1. Oral Reprimand. This action, taken by a supervisor, is a verbal warning.
2. Written Reprimand. A written reprimand is an action by a supervisor with respect to an employee's actions that are severe in nature, or regarding behavior that has been repeated after an oral reprimand.
3. Suspension. A supervisor may recommend suspension of an employee with or without pay for a period not to exceed ten (10) working days. A suspension without pay is a disciplinary action that is taken for cause. A suspension with pay is used to allow an investigation of allegations relating to an employee. A suspension without pay is a disciplinary measure and is recorded in the employee's permanent record. The Administrator, and the Governing Council and/or Personnel Committee must authorize a suspension.
4. Disciplinary Probation. A supervisor may recommend the placement of an employee on disciplinary probation for a period not to exceed three (3) months. Such action must be in writing and must identify the specific conduct for which the employee is being placed on probation, together with specific criteria that must be met before an employee can be removed from probation. Employees on disciplinary probation are not eligible to take vacation or personal leave other than sick days. The Administrator, and the Governing Council and/or Personnel Committee must authorize disciplinary probation.

Dismissal, Demotion and Suspension without Pay

Pre-Disciplinary Procedures. Before a non-probationary employee may be dismissed, demoted or suspended without pay for ten (10) working days or more, the Administrator shall give the non-probationary employee written notice of the charges, a summary of the basis for the charges, and an opportunity for the non-probationary employee to present a response.

- Disciplinary Procedures. The Administrator may dismiss, demote or suspend without pay for ten (10) working days or more any non-probationary employee with non-probationary status only for cause, but not before attempting to serve the non-probationary employee personally, or by registered or certified mail, return receipt requested (addressee only), with written notice of the specific reasons for the disciplinary action in sufficient detail to inform the non-probationary employee of the facts. The Administrator shall include a

statement of the non-probationary employee's right to appeal. The action is not effective until one of the following occurs:

- (a) The non-probationary employee signs for receipt of the disciplinary letter; or
- (b) An attempt is made to personally serve the disciplinary letter, but the non-probationary employee refuses to sign for receipt of the letter. Such attempt to personally serve the letter shall be witnessed; or
- (c) Three (3) working days have passed since the letter was mailed to the non-probationary employee.

The Administrator, or the Administrator's designee, may suspend an employee without pay for up to ten (10) working days. There is no right to appeal a suspension for up to ten (10) working days.

As required by the Fair Labor Standards Act, exempt employees shall not be suspended for less than one (1) week except for safety violations.

- 3. Probationary Employees. This section does not apply to probationary employees.
- 4. Relief from Duty. Nothing in this rule shall preclude the Administrator from immediately placing an employee on administrative leave pending implementation of procedures under this rule, but no pay shall be withheld for such period.
- 5. Non-Renewal. Failure to renew the contract of an employee who was under contract for a specific period of time shall not be considered a dismissal or a disciplinary action. An employee shall have no right to appeal a non-renewal or to receive a statement of reasons for the non-renewal of a contract.

Appeals of a Dismissal, Demotion or Suspension without Pay

- 1. General Provisions. Unless the context requires otherwise, the following definitions govern:
 - (a) "Appeal" means any written request filed with the Governing Council by any non-probationary employee seeking relief from dismissal, demotion or suspension without pay for ten (10) working days or more.
 - (b) "Appellant" means the non-probationary employee filing an appeal with the Governing Council.
 - (c) "Hearing Officer" means a person employed or appointed by the Governing Council as a hearing officer, or any member of the Governing Council designated by it as a hearing officer, or the Governing Council as a whole.
 - (d) "Respondent" means the administration of Taos Integrated School of the Arts.

2. Appeal Procedures.

- (a) Appeal. An appeal to the Governing Council shall be filed in writing. The appeal shall include the action requested of the Governing Council and must state specific facts relating directly to the charges on which the appeal is based so that the Governing Council may understand the nature of the appeal. A copy of the appeal shall be provided to the respondent.
- (b) Time for Appeal. The appellant must file an appeal no later than ten (10) working days from the effective date of the dismissal, suspension without pay, or demotion that is the subject of the appeal. Any appeal filed after this time limit is barred and shall not be processed.
- (c) Reply. The respondent need file no reply to the appeal. If a reply is filed prior to the hearing, the respondent shall send a copy thereof to the appellant. If no reply is filed, every relevant and material allegation of the appeal is in issue, but in any case, irrelevant and immaterial issues may be excluded.
- (d) Hearing Officer. The Governing Council may assign any appeal to a hearing officer for hearing. When an appeal is assigned to a hearing officer, the hearing officer shall be the authorized representative of the Governing Council and is fully authorized and empowered to grant or refuse extensions of time, to set proceedings for hearing, to conduct the hearing, and to take any action in connection with the proceeding which the Governing Council itself is authorized to take by law, or by these rules, on behalf of the Governing Council, other than making the final findings of fact, conclusions of law and order. No assignment of an appeal to a hearing officer shall preclude the Governing Council from withdrawing such assignment and conducting the hearing itself, or from reassigning an appeal to another hearing officer. The hearing officer conducting the hearing shall write and submit a report embodying findings of fact, conclusions of law and recommendations, as well as a brief statement of reasons for these findings and conclusions, within ten (10) working days of the last date of the hearing. The hearing shall be considered concluded upon receipt by the Governing Council of the hearing officer's findings of fact, conclusions of law and recommendation. The hearing officer may be present during the consideration of the appeal by the Governing Council, and if requested, shall assist and advise the Governing Council.
- (e) Time for Hearing. The Governing Council shall hold every hearing on an appeal within thirty (30) working days from receipt, unless the time is extended by mutual consent of the appellant and respondent.
- (f) Notice of Hearing. Written notice of the time, date, place of hearing of an appeal, and the name of the hearing officer, if any, shall be provided the appellant and the respondent by the Governing Council not less than fifteen (15) calendar days before the date of such hearing.

- (g) Nature of Hearing/Rules of Evidence. Every hearing shall be in executive session unless the appellant requests an open hearing. If the disciplinary hearing involves evidence that law from disclosing precludes the respondent, then the Governing Council or its hearing officer may grant a confidential hearing of such evidence. If testimony of certain witnesses is of a sensitive nature, either the appellant, respondent or hearing officer may request that those portions of the hearing be held in executive session and that those portions of the record be sealed or adequately protected. He or a representative at that party's own expense may represent any party. All witnesses shall testify under oath or by affirmation, and a record of the proceedings shall be made and kept for three (3) years. The Governing Council, a Governing Council member or the hearing officer shall not be bound by common law or statutory rules of evidence or by technical or formal rules of procedure.
- (h) Exclusion of Witnesses. Upon the motion of any appellant or respondent, the Governing Council, in its discretion, may exclude from the hearing room any witnesses not at the time under examination. A party to the proceeding, or their representative or other person conducting the case, shall not be excluded.
- (i) Governing Council Decision. If the Governing Council has used a hearing officer, the Governing Council shall notify the interested parties in advance of the time and place of the Governing Council meeting at which the appeal will be decided. The Governing Council may affirm, reverse, adopt, modify, supplement, amend or reject the hearing officer's report in whole or in part, may recommit the matter to the hearing officer with instructions, may convene itself as a hearing body, or may make any other appropriate disposition of the appeal. The Governing Council shall make its decision on the appeal within thirty (30) working days after the conclusion of a hearing and shall notify the parties of their decision. The Governing Council may sustain the disciplinary action, may impose a lesser disciplinary action and may reinstate the appellant with or without back pay for such period and in such amounts as the Board determines to be proper.

STAFF CONDUCT WITH STUDENTS

All staff is expected to exercise general supervision over the conduct of students, not only while in the classroom, but also before and after school and during recess. At all times staff members will recognize the student's dignity and respect that they deserve, and avoid embarrassing any student unnecessarily.

Students are expected to regard all school employees as individuals who are employed to provide direct or indirect contributions to learning. While students are to have considerable latitude in making choices for themselves, they shall be required to respect the rights of all school employees and other students, and interference with those rights will not be tolerated.

Students shall not have the right to interfere with the efforts of instructional staff members to coordinate or assist in learning, to disseminate information for purposes of learning, or to

otherwise implement a learning program. Nor shall a student have the right to interfere with the motivation to learn or the learning activities and efforts of other students. No student shall have the right to interfere with or disrupt any employee's work activities.

All personnel employed by the School are expected to relate to students of the School in a manner that encourages social and moral patterns of behavior consistent with School values, ethical standards and acceptable professional conduct.

Relationships between staff members and students that include, but not limited to, "dating," "courtship," "romantic involvement," or "sexual activity" are prohibited. These behaviors deviate from ethical or professional standards and shall be deemed unacceptable and contrary to the expectations of School governance.

Staff/student relationships shall reflect mutual respect between staff members and students and shall support the dignity of the entire profession and educational process.

Violations of the above shall be considered serious and may result in severe disciplinary action, including dismissal.

EMPLOYEE ASSISTANCE

Worker's Compensation

All employees shall be covered by worker's compensation insurance for any accident while on assignment, including an accident on school property or while on official business off school property. An employee must report any such accident to the office manager immediately, including the time of the accident, persons involved, and how it happened.

The Administrator, for purposes of employment or retention, may require employees to submit to such tests or examinations, as a licensed physician deems appropriate.

When, in the opinion of the Administrator, the employee's physical or emotional condition warrants, the School may require a complete examination, at School's expense, by a licensed physician selected by the School.

The School shall have procedures for complying with the requirements of the Occupational Safety and Health Administration (OSHA), including an exposure-control plan, methods of compliance, work-practice controls, post-exposure evaluation and follow up, and administering vaccine to employees exposed to Hepatitis B virus.

All employees, who because of their employment have had significant exposure to blood-borne pathogens (Hepatitis B/Human Immunodeficiency Virus), are required to report the details of the exposure in writing to the School and are required to follow post-exposure evaluation and follow-up activities in accordance with New Mexico and federal laws. An employee who chooses not to complete these reporting requirements will be at risk of losing any claim to rights.

IMMUNIZATION REQUIREMENTS

Measles (Rubella)

It shall be a condition of employment that, unless exempted, all employees, including substitutes, born after January 1, 1957, shall present proof of immunity to rubella (measles) prior to reporting for work.

Evidence of immunity to measles shall consist of:

- A record of immunization against measles with a live virus vaccine given on or after the first birthday; or
- A statement signed by a licensed physician, or a state or local health officer, that affirms serologic evidence of having had measles.

German measles (Rubella)

Similarly, unless exempted, all employees, including substitutes, shall present proof of immunity to rubella (German measles) prior to reporting for work.

Evidence of immunity to rubella shall consist of:

- A record of immunization against rubella given on or after the first birthday; or
- A statement signed by a licensed physician, or a state or local health officer, that affirms serologic evidence of having had rubella.
- Attaining age 45 (presumed immunity).

General Information

Exempted employees include those with medical exceptions for receiving vaccines and those who refuse immunization for religious reasons. Non-immune employees, including those who utilize the exemption, in the event of an outbreak of either disease, shall be put on leave without pay, or they may use accumulated sick leave during the period they are excluded from work due to the outbreak. If a staff member does not have any earned sick leave, a salary deduction of one contract day will be made for each day of authorized leave used.

STAFF FRINGE BENEFITS

The Governing Council will review staff fringe benefits each year during the budget process.

Staff members who work thirty-two (32) or more hours per week qualify as full-time employees and will be eligible for fringe benefits as determined by the Board annually. Employees who

work twenty or more hours per week are eligible for participation in the New Mexico State Retirement Program, but no other benefits.

Staff members who work less than thirty-two (32) hours per week may purchase fringe benefits, if available, at their own expense, as determined by the Board annually and as allowed by the provider.

It is the intent of the Governing Council to provide the following as fringe benefits for full-time employees at a rate determined annually:

- Group Health Insurance, including major medical and physician coverage.
- Group Life Insurance.
- Pension Program.

STAFF LEAVE OF ABSENCE WITHOUT PAY

The School recognizes that on occasion extenuating circumstances arise that may necessitate absence from duty that is not covered by other specific leave provisions of the School. To address such situations, a leave of absence, without pay, may be granted a member of the certificated or classified staff for no longer than one year.

Leave of absence may be requested for, but not limited to, the following purposes:

- For additional education that relates to the employee's primary assignment. A plan of contemplated course work must be presented.
- To provide for an unpaid leave in a situation where the employee will be absent from work because of :
 - 1) A reason that conforms to a policy currently in effect but the maximum number of days provided for in that policy will be exceeded; or,
 - 2) Failure to report to work without prior notification to the Administrator.
- For a leave of absence that benefits or is in the best interest of the School, as determined by the Board upon review of the application.

A leave of absence requested pursuant to this policy may be:

- Approved by the Administrator if the leave period does not exceed 12 weeks; or,
- Recommended by the Administrator, and approved by the Governing Council if the leave period exceeds 12 weeks.

A request for leave of absence shall not be denied by the School if the employee is entitled to the leave under the Family and Medical Leave Act. All other applications for leave of absence may be granted or denied by the School, in its sole discretion.

Each request for such a leave of absence shall be in a written application stating the purpose, starting date, and duration of the leave of absence, the reasons for its necessity or desirability, and any other information the applicant deems relevant to the request. The leave of absence shall be only for the purpose and duration approved and may not be extended without written approval by the School.

All rights of continuing employment, retirement, salary increments, and other benefits shall be restored at the level earned when the leave was granted. All accrued personal and other paid leave shall be applied to the leave period unless otherwise agreed to by the School or prohibited by the Family and Medical Leave Act.

Leave without Pay

Subject to the conditions set forth herein, any eligible employee of the School may take up to 12 weeks of leave during any one fiscal year (July 1 to June 30), without pay, for any one or more of the following reasons:

- Because of the birth of a child of the employee and in order to care for such child.
- Because of the placement of a child with the employee for adoption or foster care.
- In order to care for the spouse or a son, daughter, or parent of the employee, if such person has a serious health condition.
- Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Serious medical condition means an illness, injury, impairment, or physical condition that involves inpatient care in a hospital, hospice, or residential medical facility, or outpatient care with continuing medical treatment by a licensed physician. Any employee is eligible whom the School has employed at least 12 months and who has completed at least 1,250 hours of service immediately prior to the time the leave is to commence. Staff members on leave without pay shall have their daily rate deducted from the appropriate pay period.

Special Conditions

Entitlement to leave for the birth of a child or the placement of a child for adoption or foster care ends at the expiration of a twelve-month period, beginning on the date of the event.

A husband and wife working for the School may be limited to a total of twelve weeks of leave during each fiscal year for the birth of a child or the placement of a child for adoption or foster care and to care for an employee's parent with a serious health condition.

The School shall not require an employee to substitute accrued sick leave for leave used due to a birth, adoption, or foster placement. An employee shall substitute accrued vacation or personal leave for leave used due to a birth, adoption or foster placement, to the extent available by policy, unless otherwise agreed to by the School.

In any other circumstance, an employee's accrued sick, vacation, personal or other applicable leave shall be substituted for leave, to the extent available by policy, unless otherwise agreed to by the School.

Notice

An employee must provide at least 30 days' notice before the leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption, or foster care, or planned medical treatment for a serious health condition of the employee or family member. If 30 days' notice is not practicable, notice must be given as soon as practicable. The notice shall be in the form of a request for leave of absence as specified in this policy. The School may deny leave to any eligible employee until the employee has provided the required notice.

Medical Certification

All leave shall be supported by medical certification provided by the employee's health provider in the form of the exhibit accompanying this policy. In any instance where the leave must be preceded by 30 days' notice, the medical certificate should accompany the request for leave of absence. In any other instance, the medical certificate should be provided within 15 days after the leave commences.

The employee may be requested to provide re-certification of medical conditions in support of leave if the School feels that the circumstances so warrant and notice is given. Re-certification shall not be required for intervals shorter than thirty days.

Whenever a medical certification or re-certification is required of an employee, notice describing such requirement and providing the form of such certification shall be provided to the employee. An employee shall not be denied leave or other rights under this policy.

Intermittent or Reduced Time Leave (IRT)

Leave may be taken intermittently or on a reduced leave schedule only (1) if medically necessary to care for a family member or for the employee's own serious health condition or (2) if approved by the School. The School for the term of the leave, may transfer the employee to an alternative position with equivalent pay and benefits.

If the IRT leave is for an instructional employee (one whose principal function is to instruct students in a class, small group, or as individuals), the School can require the employee either to take leave for a period or periods of a particular duration not greater than the duration of the planned treatment or to transfer temporarily to an available alternative position with equivalent

pay and benefits that provides better accommodation of recurring periods of leave, provided the leave is:

- Requested to care for a qualifying family member or as a result of the employee's serious health condition preventing job performance;
- Foreseeable, based upon planned medical treatment; and
- For more than 20% of the working days in the leave period.

The employee may be granted leave under these circumstances, subject to reasonable efforts to schedule treatment so as not to unduly disrupt the educational program.

Special End-of-Semester Circumstances for Instructional Employees

Under each of the following conditions, leave for an instructional employee may be required to continue to the end of the academic semester:

- Leave begins more than five weeks before the end of the semester, leave is for at least three weeks, and return to employment would occur during the last three weeks of the semester.
- Leave other than for the employee's serious health condition begins within the last five weeks of the semester, leave is for greater than two weeks' duration, and return to employment would occur during the last two weeks of the semester.
- Leave other than for the employee's serious health condition begins within the last three weeks of the semester and leave exceeds five working days.

Employee Notification

With each request for leave, the employee shall be notified:

- About provisions of this policy.
- As appropriate concerning the expectations, obligations, and consequences of taking leave.
- That leave may be withheld until a requested notice is provided or the time frame is met.
- That if leave is granted to an employee who is unable to perform the work required, restoration may be denied until the employee has complied with the request to provide medical certification of ability to return to work.

Health Care Continuation

An employee taking leave shall be entitled to have the health care plan in which the employee is participating continue under the same terms and conditions applicable to actively working employees. The School shall require the repayment of any health care premiums paid by the School for continuing coverage during the period of the leave if the employee fails to return to work after the leave expires and the failure to return is not due to circumstances beyond the employee's control.

Position Restoration

Upon return from leave, an employee shall be restored to the same position held before the leave commenced or to an equivalent position with equivalent pay, benefits, and working conditions. The School requires an employee to provide a medical certificate from a health care provider that the employee is able to resume work before returning from leave for a serious personal health condition. The School may delay the return of an instructional employee from leave at the end of a semester. The School may deny restoration of position to any key employee.

STAFF VACATIONS AND HOLIDAYS (TWELVE (12) MONTH EMPLOYEES)

Vacations

The Administrator shall approve when vacation days are to be taken.

Vacation time is an earned fringe benefit. Twelve (12) month full-time employees will be given eight (8) vacation days as determined by the Governing Council annually. These days can be used after nine (9) months of employment. The School at the employee's daily rate of pay will pay those vacation days not used within the contract year.

Administrator shall be given sixteen (16) vacation days annually.

STAFF LEAVE

Sick Leave

1. Certification of Illness. The Administrator may require a certificate from the attending physician should a period of sick leave extend beyond three (3) consecutive days or at any time due to suspected abuse. A leave form shall support all absences due to illness.
2. Exhaustion. When an employee's leave or vacation time has been exhausted, the employee's pay shall be discontinued.
3. Abuse. Abuse of leave privileges may lead to disciplinary action or termination.

Advance Leave Procedure

1. The Administrator in conjunction with the Governing Council has authority to approve advance sick leave for employees.

2. Advance leave may be approved only in the case of serious disability or sickness or other need and when it can reasonably be assumed that the employee will return to duty.
3. The maximum advance may not exceed five (5) workdays or forty (40) hours. The provision for advanced sick leave is not intended to provide a periodic one (1) hour advance for a dental or medical appointment. The employee without any sick leave accrual can use vacation leave or leave without pay for shorter absences.
4. Leave must be applied against the advance. No paid leave may be used until the advance is paid back. If the employee resigns before the advance is cleared, the dollar amount due because of the advance is to be collected by offsetting it against the final paycheck, lump-sum vacation leave payment, or other payments due to the employee.
5. To request advance leave the employee must:
 - a) State the reasons in a memorandum to the Administrator
 - b) Attach a leave request form, completed, signed and dated, stating exactly the period involved; and
 - c) Provide a doctor's statement to support the full period if requested.

Holidays

1. Taos Integrated School of the Arts observes the following nine (9) holidays for all officers and employees: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.
2. Holidays falling within a period of an authorized leave will not be charged to leave time.
3. In order to receive pay for these holidays, an employee must be at work or on paid leave status on his or her scheduled workdays immediately preceding and following the holiday.
4. When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. A holiday which falls on a Sunday will be observed on the following Monday.

Maternity Leave

Childbirth and the complications of pregnancy will be considered as a temporary medical disability and shall be treated like any other such disability or illness.

1. A pregnant employee may continue working until she can no longer satisfactorily perform her duties or her physical condition is such that her continued employment would be injurious to her or her baby's health.
2. The employee, in consultation with her physician, will establish tentative times to begin and end the maternity leave. These times will be discussed with the Administrator and agreed upon by the employee. The Administrator will discuss the date of return after release by a physician.
3. Up to three (3) months maternity leave without pay may be granted.
4. Extension of health benefits will be in accordance with the terms of the health insurance policy. Other leave and benefits will accrue as specified in this manual.
5. Prior to returning to work, the employee must inform the Administrator of her starting date and provide a written statement from a physician stating that she may return to work.

Injury Leave

Any employee injured on the job, however slightly, must report that fact immediately to the supervisor. If the injury requires immediate medical attention, the employee will be taken to a physician or hospital. It will be the duty of the injured employee's supervisor to obtain information regarding the accident or injury and to submit a Worker's and Physician's Report of Injury form to the Administrator.

Jury Leave

Time for jury duty shall be granted with pay. Employees will pay to TISA any jury fees received.

Leave Without Pay

1. Upon approval of the Administrator, an employee may be granted leave without pay (LWOP) for a specified period of time.
2. At the expiration of a leave without pay, the employee will return to the position previously held. Failure of the employee to report for work promptly at the expiration of such leave will be considered a resignation.
3. A leave without pay will not constitute a break in service. However, during leave without pay, no vacation leave or sick leave accrues. It shall be the employee's responsibility to pay all premiums for life, medical, health, and other insurance benefits during LWOP status.

Military Leave

Military leave shall be without pay; however, vacation leave may be used. Full-time non-probationary employees who leave their positions for duty in the active or reserve components of the military service are entitled to re-employment rights under the Veterans' Re-Employment Rights Law.

Family and Medical Leave Act

Taos Integrated School of the Arts shall fully comply with the Family and Medical Leave Act (FMLA) and all interim and final regulations interpreting the FMLA issued by the U.S. Department of Labor. Accordingly, all portions of this policy that pertain to the FMLA shall be interpreted in a manner consistent with the FMLA and its regulations. Subject to the conditions set forth herein, any eligible employee of the School may take up to twelve (12) weeks of leave (FMLA leave) during any one (1) fiscal year (July 1 to June 30), without pay, for any one or more of the following reasons;

1. Because of the birth of a child of the employee and in order to care for such a child.
2. Because of the placement of a child with the employee for adoption or foster care.
3. In order to care for the spouse or a son, daughter, or parent of the employee, if such person has a serious health condition.
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Serious medical condition means illness, injury, impairment, or physical condition that involves inpatient care in a hospital, hospice, or residential medical facility, or outpatient care with continuing medical treatment by a licensed physician. Any employee who has been employed by Taos Integrated School of the Arts at least twelve (12) months and who has completed at least

one thousand two-hundred fifty (1,250) hours of service immediately prior to the time the leave is to commence shall be eligible for FMLA leave.

Special Condition Applicable to FMLA

Entitlement to leave for the birth of a child or the placement of a child for adoption or foster care ends at the expiration of a twelve (12) month period, beginning on the date of the event. A husband and wife working for Taos Integrated School of the Arts may be limited to a total of twelve (12) weeks of leave during each fiscal year for leave for the birth of a child or the placement of a child for adoption or foster care and to care for an employee's parent with a serious health condition.

Generally, FMLA leave is unpaid. However, under the circumstances described in 29 CFR, Section 825.207, FMLA permits an eligible employee to choose to substitute paid leave for FMLA leave. If an employee does not choose to substitute accrued paid leave, Taos Integrated School of the Arts may require the employee to substitute accrued paid leave for FMLA leave. Questions regarding the circumstances under which these provisions apply should be resolved by reference to 29 CFR, Section 825.207

NONRENEWAL OF CONTRACTS

Certified Contracts

All certified contracts shall be for the school year and such additional days as are necessary for preparation and conclusion of all duties. The Governing Council shall offer contracts for certified personnel by May 1 for the following school year. Certified personnel who intend to return to work the following year are required to sign and return their contract within fifteen (15) days after receiving it. If the Governing Council does not receive the contract within the fifteen days, the contract shall be considered null and void. Notice of the Board's intention not to re-employ a certified person will be given on or before April 15.

Support Staff Agreements

Classified employees who are offered a contractual agreement by the Administrator shall receive the contract by May 1 for the following school year. Classified personnel are required to sign and return the agreement within fifteen (15) days if he/she intends to return to work the following year. If the agreement is not returned to the Administrator within the fifteen (15) days, the agreement shall be considered null and void.

FINGERPRINTING REQUIREMENTS

New Hires

All personnel hired by the School shall be fingerprinted as a condition of employment.

For 2/3 Teaching Assignments:

The rate of pay will be calculated at 66% of the appropriate step on the salary schedule. The School would provide no medical, dental, life or disability insurance package. The employee would be required to maintain a one-hour preparation period on-campus.

STAFF ORIENTATION AND TRAINING

The Administrator will establish a program to provide orientation for all new School employees. At a minimum, this program will cover the following items:

- Goals, objectives and programs of the School.
- Personnel policies.
- Terms of employment.
- General disciplinary rules and procedures.
- Salary and fringe benefit plans.
- Self-improvement opportunities.
- The evaluation program and name(s) of evaluator(s).
- Legislation changes.
- Handling of body fluids (blood-borne pathogens)

PROFESSIONAL STAFF DEVELOPMENT

The Governing Council recognizes its particular responsibility to provide opportunity for professional development time. Such opportunities include, within budgetary limitation, special in-service training courses, workshops, school visitations, conferences, professional library and assistance from supervisors and consultants.

Such professional development opportunity may be assigned by the Administrator requiring attendance outside the regular school calendar. Staff will be provided advance notice, daily stipend, and travel expenses as determined on a case-by-case basis. If staff must attend a conference outside the school calendar, staff will receive the following stipend:

- 1) \$50.00 per day.
- 2) Lodging and meal reimbursement.

Reimbursement rates for Taos Integrated School of the Arts are in accordance with the Federal per diem rates as follows:

Breakfast:	\$6.00
Lunch:	\$6.50

Dinner: \$15.50

Note: Reimbursement of meals is limited to \$28.00 per day, regardless of location.

In-state Lodging: \$50.00

Out-of-state Lodging: \$55.00

To attend meetings or conferences, certificated employees must obtain approval from the administration at least ten (10) days prior to the meeting or conference dates (whenever such prior request is possible). Each full-time certified employee is granted professional staff leave days as needed, with Administrator approval.

As part of the approval process, the employee will be asked to complete a form stating the purpose and usefulness of the conference to the School. A form will also be completed upon return from the conference describing the usefulness of the workshop or conference and its benefits to the classroom or school.

The following guides will be used in granting release time and/or travel expense:

- Value of the meeting or conference.
- Funds available in the appropriate budgets.
- Availability of a substitute, if one is necessary.

With prior approval, a per diem subsistence allowance and/or mileage for private automobiles may be paid as provided in state law or Board policies. The necessary form and instruction for filing travel claims are available at the administration office.

PAY, BENEFITS, REIMBURSEMENT

Policy

The school board, in conjunction or consultation with Faculty Council, is responsible for developing a fair and equitable pay system, a benefits package which contributes to the overall satisfaction of current and prospective employees and procedures to reimburse employees for their out of pocket costs according to established procedures. All college recommendations are subject to board approval.

Monetary credit for completion of continuing education

In the case of an employee completing one of the above criteria, he/she shall receive the appropriate step increase at the start of the next contract year.

Permanent part-time curriculum support employees

These employees include kindergarten assistants, classroom aids, and child-care workers. They do not hold primary responsibility for planning and implementing services.

Administrative employees

Includes Administrator, administrative assistant, secretary and mentoring position.

Permanent full-time instructional employees (regular and special education)

An optimal load for a full time instructional employee shall consist of 22 periods per week, dividing this time between Block Lessons (counting as 10 periods) and an additional 12 periods throughout the week. In the case of the Kindergarten teachers, their morning duties shall count for 14 periods and they will teach an additional 8 periods per week in other areas. These teachers shall also supervise all other required non-instructional times as listed in the Teachers Description of Duties and receive full benefits as listed in the manual to follow. These teachers will also be responsible for attending all meetings and other functions as listed in the Teacher's Description of Duties.

Permanent part time benefited instructional employees

In the case of an employee holding primary instructional responsibilities but not working the full time load, their salary shall be determined at a percentage rate of the full time structure (including experience, training, etc.) Benefits shall be provided if the employee works a minimum of 5/8ths time. These employees shall be expected to fulfill all criteria as listed in the Teacher's Description of Duties that apply including faculty meetings and special events.

Relief of periods for administrative duties

In the case of teachers that through the recommendations of the Faculty Council assume the role(s) of FACULTY CHAIR (UPPER OR LOWER), their full time teaching load shall be lessened at a rate determined by the demands of the position and as allowed by the overall school budget.

STAFF SCHEDULES AND CALENDARS

All staff members shall report to their duty stations on time each workday and shall, as scheduled, be available until the designated time(s) they are scheduled to leave.

Staff members are expected to be in their respective rooms or work areas as the schedule prescribes so that they may see students, parents, and/or attend to other duties as assigned.

In order to ensure the safety of students and security of the school campuses, staff may be assigned supervisory duty during the workday. These duty assignments shall be considered a regular part of a staff's duties and shall be fulfilled accordingly.

STAFF MEETINGS

The Administrator will arrange for and hold staff meetings on a weekly basis, or as needed.

All pertinent staff members are required to attend any such meetings unless officially excused by one of the Administrator prior to the meeting.

STAFF DUTIES AND RESPONSIBILITIES

Every Teacher Shall:

- Hold students to a strict account for disorderly conduct.
- Exercise supervision over students on the playgrounds and during recess if assigned to such duty.
- Keep a school grade book, including attendance, which the School Board shall carefully preserve as one of the personnel records of the school.
- Make the decision to promote and recommend the gift of time to a student in conjunction with the recommendations of the Administrator. Only the Administrator may overturn such decisions.
- Comply with all rules, regulations, and policies of the Charter Council that relate to the duties as prescribed.

A teacher shall not use sectarian or denominational books, teach any sectarian doctrines, or conduct religious exercises.

A teacher who fails to comply with the above is guilty of unprofessional conduct and is subject to disciplinary action by the Charter Council.

EVALUATION OF STAFF MEMBERS

The Governing Council shall involve its certified teachers in the development and periodic evaluation of the teacher performance evaluation system. This process shall lead to the improvement of the quality of instruction and the strengthening of the professional ability of the teacher.

Evaluation Criteria

- Evaluation shall be a cooperative endeavor between evaluator and the staff member.
- Open communication shall be considered essential

- The agreed-upon purpose of evaluation shall be to work toward common goals for the improvement of education. This shall include attention to student and staff success.
- Evaluation shall be continuous, flexible, and sensitive to need for revision.
- The result of evaluation(s) shall be a course of action of the improvement of instruction. This course of action shall be set in motion by specific recommendations mutually reviewed by the evaluator and the staff member.
- Evaluation shall be considered one aspect of effective management, rather than a discrete entity.
- Effective evaluation depends on accurate information; therefore, input from all appropriate sources shall be used.
- A teacher's classroom performance is inadequate if the teacher receives a rating of *unsatisfactory* in one or more of the component/indicator statements set forth in the school's teacher evaluation system. These components include: planning, use of materials, presentation, professional conduct, professional relationships, professional characteristics, classroom control, effectiveness of instruction, and classroom environment.

B. Student Disciplinary Codes and Expectations

Discipline at TISA is to be considered as an aspect of moral guidance and not a form of punishment. Students are expected to have respect for teachers, for other students and for property and to be diligent in their studies. The purposes of discipline are:

1. To provide a classroom situation conducive to learning.
2. To promote character training, i.e. to cultivate the virtues that ensure moral living and to redirect misguided behavior.
3. To develop self-discipline.

Students are on their honor at all times, whether on campus or on an outing. Additionally:

- Students are expected to comply with school rules and regulations at all times.
 - Students are to remain courteous to their fellow students and teachers. Verbal and physical abuse are strictly prohibited
 - The dress code must be followed.
 - All classes must be attended regularly and on time.
 - Drugs, alcohol and tobacco are strictly forbidden on school grounds.
 - Walkmans, Discman, iPods, cell phones, beepers and other electronic equipment and games may not be used on campus.
 - Chewing gum is not permitted in school buildings.
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When an TISA student chooses to not follow the rules and guidelines of the classroom, playground, or other school facility, the adult responsible for the supervision of the children, i.e. the teacher, playground monitor, or administrator, will make a choice for the student. In certain cases, removal from the group is necessary to protect the student and/or the learning environment of the school. This removal is necessary when a student:

1. Is in physical or psychological danger or puts another in danger
2. is irrational or unreasonable, or
3. Pushes beyond the limits of respect in speech or actions.

If possible, the adult who removes the child will work quickly to help the student regain self-control. If this happens, then the two parties can continue to work together to redirect the inappropriate behavior. If regaining control does not happen, the student will be sent to the principal's office and the following **discipline cycle** will be set in motion:

STEP ONE: A student referred to the office for the first time will meet with the Administrator, complete the referral form, and inform his/her parents of the meeting by telephone or letter. Documentation of the meeting will be entered into the computer and a hard copy placed in a Behavior Management Notebook kept in the director's office.

STEP TWO: If a student is referred to the office a second time within a two-month period, the student will again meet with the director and notify a parent or guardian. A conference with parents/guardians, teacher, student, and director will be scheduled and a contract will be drawn up listing actions that will be taken by each participant in the conference. A date to review the contract will be scheduled.

If a student is sent to the office repeatedly, or in extreme cases, the director determines that the seriousness of the action warrants **starting at Step 3:**

STEP THREE: The student will meet with the Administrator and notify the parent/guardian that a suspension of up to three days has been imposed. The Administrator will determine the length and type of suspension (in school or out-of-school). A conference will be held with student, parents, teacher and Administrator in attendance and a written plan will be created to assist the student with self-control. This plan will be monitored within specified time limits. All schoolwork missed must be completed and a probationary period to monitor and review progress will be set once the student is ready to return to class.

STEP FOUR: When little or no change is evident and school personnel have exhausted all available means to affect change, the student will move to Step 4. The Administrator will recommend expulsion or permanent removal from the school. Parents will be notified in writing, the reasons for removal will be given, and the right to request a hearing will be explained. The director may reconsider the expulsion when the parent/guardian makes a written request for a special hearing.

Anti-Bullying Policy

In keeping with the mission of Taos Integrated School of the Arts to provide a safe and nurturing educational environment, this policy is designed to create a climate in which all types of bullying and intimidation are regarded as unacceptable and to promote consistency in our approach to this issue. We believe that it is the right of members of the school community – students, faculty, staff, and families - to be free of bullying and, if bullied, to be provided with help and support.

We define bullying as harmful behavior that is generally conscious and is often part of an on-going pattern of behavior. We also recognize that bullying can take many different forms and these include:

- Emotional bullying which involves attacks against a person's emotional well being and includes spreading rumors and excluding others from activities.
- Verbal bullying that involves name-calling, insults, and other verbal forms of humiliation and harm.
- Physical bullying that involves bodily aggression such as hitting, kicking, and punching.

The purpose of this policy document is to outline our responsibilities as staff, faculty, students, parents/guardians, and families to eliminate social, emotional, and physical intimidation and bullying in any form within the Taos Integrated School of the Arts community. It is our intention to take positive and supportive action for the prevention of, and intervention in, bullying situations. It is our goal to inform students and parents of the school's expectations and to foster a productive partnership, which helps maintain a bully-free educational environment.

**Bullying may involve,
but is not limited to:**

Hitting
Kicking
Punching
Choking
Pinching
Slapping
Pushing
Taunting
Teasing
Name-Calling
Excluding
Threatening
Intimidating
Insulting
Stealing
Rejecting
Spreading Rumors
Using Racial Slurs
Scaring
Sexual Harassment

Faculty and Staff Responsibilities

- Be a positive role model in word and action at all times.
- Work to remove opportunities for bullying and/or harassment through active supervision at all times.
- Be observant of signs of distress or suspected incidents of bullying and/or harassment.
- Intervene appropriately, when acts of bullying and/or harassment are suspected or observed.
- Report suspected or observed incidents of bullying and/or harassment to the appropriate administrator, faculty/staff member, and/or parent/guardian.
- Complete documentation when appropriate.
- Work to build, support, and maintain a bully free campus environment

Student Responsibilities

- Treat others with respect, kindness, and courtesy.
- Be aware of how your words and actions affect others.
- Read, sign, and uphold the TISA anti-Bullying policy.
- Refrain from participating in acts of bullying and/or

harassment.

- Report suspected or observed acts of bullying and/or harassment to the appropriate administrator, faculty/staff member, and/or parent/guardian.
- Work to build, support, and maintain a bully free campus environment.

Parent Responsibilities

- Be a positive role model in word and action at all times while on the TISA campus.
- Demonstrate respect and courtesy in all TISA relationships.
- Read, sign, and uphold the TISA anti-Bullying policy.
- Discuss and clarify the policy with your child/children.
- Take an active interest in your child's social relationships and friendships.
- Watch for signs of distress in your child or sudden changes in their behavior or demeanor. All of these may indicate a potential problem.
- Communicate with TISA administrators, faculty/staff members about suspected, observed, or reported incidents of bullying and/or harassment.
- Commit to working with TISA personnel when your child is involved in a bullying and/or harassment incident.

Consequences for bullying and/or harassment may include, but are not limited to:

- Meeting with administrator and/or appropriate school personnel
- Mediation
- Removal from classroom, playground, and/or classroom activities
- Individual behavior plans/contracts
- Disciplinary hearing

- Short term suspension
- Long term suspension
- Expulsion

Reporting Bullying Behaviors, including Sexual Harassment, Abuse and Molestation

- Any student, employee, volunteer or school community member who believes he or she has been the victim of any form of bullying or sexual harassment by another student, employee, volunteer or school community member should report such incident to the Administrator. If the Administrator is the alleged perpetrator of the incident or incidents, then the report should be made to the Governing Council.

Personal Appearance and Dress Code

TISA recognizes that all students have an intrinsic worth based upon who they are and not what they wear. The school expects students to maintain a neat and well-groomed appearance and to dress in the spirit of the code outlined below. Decisions regarding the dress code will be referred to the class teachers and administrator.

Guidelines for the dress code are listed below:

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- Clothing with writing and/or pictures portraying characters or logos that have as a primary purpose advertising a product, movie, television show, etc. are prohibited. If an article of clothing not listed becomes a classroom/school distraction, the teacher may request that the clothing not be worn to school.
 - Items intended to be worn outdoors, such as sunglasses, hats, caps, heavy sweatshirts, etc., are not to be worn indoors.
 - Dresses, skirts, and shorts should be no more than 3” above the knee. Shirts and blouses must cover the midriff when the student’s arms are raised. Tank tops, spaghetti straps and bare midriffs are not suitable for school. Sleeveless blouses should cover the shoulder. Pants must fit and should not drag on the ground.
 - Shoes suitable for running (sneakers) should be worn at all times for outdoor activities. Platform sandals, flip-flops, high-heels and jellies pose a safety hazard and should not be worn to school.
 - Temporary tattoos, unnatural hair colors, nose rings or studs on any facial features (excluding ears), and long dangling earrings are not acceptable on school grounds or at school sponsored events.

Consequences for being out of dress code include:

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- Cover clothing with another article of clothing.
 - Remove article of clothing and replace with another. Lost and found clothing may be provided.
 - Parents may be called to bring appropriate clothing.
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Appendix E

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Appendix F

Acronyms

ADA – American with Disabilities Act
AEP – Arts Education Partnerships
BAR – Budget Adjustment Request
BIP – Behavioral Intervention Plan
CAPE –Chicago Arts Partnership for Education
DIBELS – Dynamic Indicators of Early Literacy Skills
DRA – Developmental Reading Assessment
ELL – English Language Learners
EPSS – Educational Plan for Student Success
FAPE- Free Appropriate Public Education
FBA-Functional Behavioral Assessment
FEP-Fluent English Proficiency
FTE –Full Time Employee
GAAP- Generally Accepted Accounting Principles
IEP-Individualized Education Plan
ILP-Individualized Learning Plan
IDEA- Individuals with Disabilities Education Act
LRE- Least Restrictive Environment
LTA- Learning through the Arts
LTRTA- Learning to Read through the Arts
MAP- Measures of Academic Progress
MDT- Multi-Disciplinary Team
NMBSA- New Mexico Basic Standards Assessments
NMELPA- New Mexico English Language Performance Assessment
NMPED- New Mexico Public Education Department
NMPSIA- New Mexico Public School Authority
NSF- Net Square Footage
OML – Open Meetings Act
PEAK- Progressive Education in Art and Academics
REAP – Reviewing Education and the Arts Project
SAT- Student Assistance Team
SEG – State Equalization Guarantee
STARS- Student Data Reporting System
TISA – Taos Integrated Arts School