

- i. record;
- ii. Departures from these procedures are considered harmless unless the party can demonstrate prejudice;
- iii. Decision. The arbitrator will issue a written decision within thirty (30) working days of the hearing, which will contain findings of fact and conclusions of law;
- iv. Final Decision. Decisions by the arbitrator are final and binding on both *J. Paul Taylor Academy* and the employee; the decision may not be appealed unless the decision was procured by corruption, fraud, deception or collusion, in which case it will be appealed to the Second Judicial District Court for the State of New Mexico.
- v. Costs/Fees. The employee and *J. Paul Taylor Academy* will pay their own fees, expenses and costs; the arbitrator may assign to either party, or both of them, the fees and costs of the independent arbitrator.
- vi. Compensation after discharge. Payment of compensation to any certified school instructor or certified administrator will terminate as of the date a final decision, provided by the Governance Council. If the contract is to be paid monthly during a twelve (12) month period for services to be performed during a period less than twelve (12) months, the person will be entitled to a pro rata share of the compensation payments due for the period during the twelve (12) months in which no serves were to be performed.

10.4 EXIT INTERVIEWS

In the case of a voluntary resignation, *J. Paul Taylor Academy* may request an exit interview to discuss an employee's reasons for leaving and any other impressions that the employee may have about *J. Paul Taylor Academy*. During the exit interview, employees can provide insights into areas for improvement that *J. Paul Taylor Academy* can make. Every attempt will be made to keep all information confidential.

10.5 RETURN OF J. PAUL TAYLOR ACADEMY PROPERTY

Property issued/purchased for you, such as, but not limited to, computer equipment, keys, and communication devices, must be returned to *J. Paul Taylor Academy* at the time of an employee's separation of employment from *J. Paul Taylor Academy*. Employees will be responsible for any lost or damaged items. The value of any property issued and not returned may be deducted from the employee's paycheck. Employees will be required to sign a wage deduction authorization form for this purpose.

10.6 POST-EMPLOYMENT INQUIRIES

J. Paul Taylor Academy does not respond to oral requests for references. In the event an employee's employment with *J. Paul Taylor Academy* is terminated, either voluntarily or involuntarily, *J. Paul Taylor Academy* may be able to provide a reference to potential employers only if the employee has completed and signed a release form. Employees of *J. Paul*

Taylor Academy should not under any circumstances respond to any requests for information regarding another employee unless it is part of their assigned job responsibilities. Employees who receive requests for information regarding other employees should forward those requests to the Executive Director.

10.7 RESTRICTION OF REFERENCES INVOLVING SEXUAL MISCONDUCT

J. Paul Taylor Academy shall not assist an employee, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative and personnel files, if school management knows, or has probable cause to believe, that such school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law.

Exceptions may be made if the information giving rise to the probable cause:

1. has been properly reported to law enforcement with jurisdiction over the alleged misconduct and has been reported to any other authorities as required by Federal, State, or local law; and
2. the matter has been officially closed or the prosecutor or police with jurisdiction has investigated the allegations and notified school officials that there is insufficient information to establish sexual misconduct regarding a minor or student in violation of the law; the school employee, contractor, or agent has been charged with, and acquitted or otherwise exonerated of the alleged misconduct; or the case or investigation remains open and there have been no charges filed against, or indictment of, the school employee, contractor, or agent within 4 years of the date on which the information was reported to a law enforcement agency.

Legal Reference: Section 8546, ESEA (20 U.S.C. § 7926)

SECTION 11 – EMPLOYEE PROTECTIONS

11.1 GRIEVANCE PROCEDURE

It is important that you bring any employment-related problems or issues to the attention of *J. Paul Taylor Academy*. If you feel that anything has occurred that is unfair to you, or if you have any complaints, requests, or constructive criticism regarding employment-related issues, policies, or procedures, discuss it with the person with whom you have the issue first, if applicable, and then follow the steps set forth in this procedure. If the problem involves harassment of any kind, please see the complaint procedure set forth in Harassment, section 3.3 of this manual.

For exempt employees covered by the CBA, please see the CBA for the grievance procedure that applies to you.

This grievance procedure does not apply to complaints about the following situations:

1. The contents of an evaluation or the discretionary act(s) of professional judgment relating to the evaluation of the work performance of any employee by his/her supervisor;