



DEDICATED EMPLOYEE EDUCATION PROGRAM (DEEP)

POLICIES AND PROCEDURES

MANUAL 2023

Approved by Governing Council

3/18/2023

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Overview

Dedicated Employee Education Program (“DEEP” or “the Program”) is part of Albuquerque School of Excellence’ (“ASE”) commitment to providing high quality education to its students. In order to accomplish this goal, it is critical that ASE employs certified and highly qualified teachers and administrators; as well as preparing them for possible future leadership positions.

To this end, the Program provides financial support (within ASE’s annual budget limitations) to eligible ASE employees through tuition assistance and assistance with tuition related expenses incurred by employees striving to attain certification or graduate degree as described in the next chapter.

Programs

DEEP consists of two sub-programs:

1. Teacher Certification Reimbursement Program
2. Leadership Development Program

Program specific information is given in the next chapter. General guidelines provided in the rest of this document are applicable to all of the sub-programs.

General Eligibility Requirements

ASE employees meeting the qualifications set forth below may participate in the Program without regard to race, color, religion, sex, age, national origin, disability, or veteran status.

Program applicants must be current full-time ASE employees holding a Bachelor’s degree from an accredited college or university. Program applicants are urged to carefully consider the following Program description, including specific eligibility and eligibility maintenance requirements, before completing the required application forms.

Education Period

Program participants must complete all requirements for the award of the targeted degree, or the certificate, or both wherever applicable within **three years** of notice of selection into the Program.

Service Period

Participating employees are required to continue employment with ASE for at least **two complete academic years** following the receipt of the certification or the degree sought (“the Service Period”). Completion of the Service Period is the date on the certification or the diploma.

Application

Applicants must fill out *DEEP Application Form* (see *Forms* section), and attach all necessary supporting documents listed in *DEEP Application Checklist* found in *Forms* section of this document. Please scan and submit your complete application via email to the ASE Executive Director by the deadline(s) specified in this manual.

Application Deadline(s)

Applicants need to plan in advance and apply timely in order to get program benefits when needed. Complete applications must be sent to the ASE Executive Director before the following deadlines for timely review and approval:

<p style="text-align: center;">Last Friday in August First Friday in January Last Friday in May</p>
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Review and Selection

Principal reviews and the ASE Executive Director makes the final decision for selection of grant recipients. Refer to *DEEP Office Final Approval* section below for details.

Selection Criteria

The selection criteria for DEEP may include, but not limited to, the following:

- Recommendation from immediate supervisor(s)*: **up to** 1 POINT
- District/Department Priorities: **up to** 1 POINT
- ASE and other district experience in years: **up to** 2 POINTS
- Campus/District Leadership Roles and Responsibilities: **up to** 1 POINT
- Level I, II Status: 2 POINTS
- Performance Evaluation Data for the past two years (if available): **up to** 3 POINTS

Program Specific Information

Dedicated Employee Education Program (“DEEP” or “the Program”) consists of two sub-programs details of which are as below:

1. Teacher Certification Reimbursement Program

Purpose

To provide financial aid to eligible employees in obtaining **teacher certification** in New Mexico.

Maximum Benefits

The maximum total financial assistance during an employee’s participation in the Program is **\$2,000**. ASE may distribute this amount at its discretion throughout the employee’s participation in the Program.

Specific Eligibility Requirements

The Program is only available to current full-time ASE employees serving in a **non-standard certified teacher** capacity or a support position, such as a librarian.

Eligibility Maintenance Requirements

1. Acceptance into either (1) a college or university teacher certification program approved by the New Mexico Public Education Department (NMPED) or (2) an Alternative Certification Program (“ACP”) that has been accredited by the NMPED.
2. Complete a minimum of 14 credit hours per school year, if applicable.
3. Earn a passing grade of at least 70% in all courses taken or passing grade if the grade is based on pass/fail, and maintain a cumulative GPA of 2.5 or higher, if applicable.

2. Leadership Development Program

Purpose

To provide financial aid to eligible employees in obtaining a Master’s Degree (including but is not limited to M.Ed., M.B.A., M.S., M.I.S.) in their field of employment, and/or a standard New Mexico Principal’s Certificate and/or Superintendent Certificate.

Maximum Benefits

The maximum total financial assistance during an employee's participation in the Program is **\$4,000**. ASE may distribute this amount at its discretion throughout the employee's participation in the Program.

Specific Eligibility Requirements

1. Current full-time employment in all professional and administrative level positions, or current full-time employment as a teacher with a minimum of two complete years of ASE or partnering schools experience.
2. Completed application for or acceptance into (1) a Master's program at an accredited college or university, (2) a New Mexico Principal Certification Program accredited by the NMPED. Coursework may be taken on-site, online, or a combination of the two.
3. Field of study sought must be directly related to the current position held. Exceptions are M.Ed. in Curriculum and Instruction, School Counseling, and Educational Administration and Leadership.

Eligibility Maintenance Requirements

4. Earn a passing grade of at least 70% in all courses taken, and maintain a cumulative GPA of 2.5 or higher.
5. Maintaining full time employment with ASE.

General Guidelines

Reimbursement Process

ASE will provide financial assistance for expenses and costs related to tuition, course fees, required textbooks, supplies, and equipment necessary for a Program participant to obtain the required degree and/or the certificate (as described in "Program Specific Information" chapter).

For degree programs, reimbursable courses must be for credit hours; no financial assistance will be provided for "pass/fail" or similar courses. For employees pursuing certification, ASE will also reimburse the fee associated with one administration of an appropriate NMTA exam, as long as the employee passes the exam.

To get reimbursed, please fill out a 'Reimbursement Request Form' (see 'Forms' section) and follow the instructions on the form.

ASE will not reimburse expenses and costs related to application fees, parking permits, non-resident fees, installment plan fees, late fees, meals, lodging, transportation, or tools or supplies which may be retained after the employee's participation in the program. ASE also will not reimburse expenses for courses involving sports, games, or hobbies, unless the courses are required as part of the certification process. Further, ASE will not reimburse any federal income taxes incurred because of an award under the Program. ASE will not reimburse courses completed prior to an employee's selection for participation in the Program. But, ASE may reimburse courses completed after the DEEP application is filed and before admission decision is made, if approved by the admission committee. **ASE also will not reimburse any amount for a course in which the participant does not earn a passing grade of at least 70%. A course dropped after registration does not qualify for reimbursement.**

ASE will reserve **10% of the funds** available for a participant until he or she fully completes the educational requirements of the program (i.e., the diploma, certificate, or both wherever possible is received and submitted to the District Office).

Financial assistance reimbursements will be issued at the end of each semester. To receive reimbursement, Participants must submit the “*DEEP Reimbursement Request Form*” and all of the supporting documents listed on it.

This information must be submitted **no later than 45 working days** of receiving the final grade or grades and within the fiscal year. Financial assistance will not be provided if required information is not timely submitted. Extenuating circumstances, if any, will be evaluated/approved by the ASE Executive Director.

Approval for financial assistance is limited to **one program** per employee – if approved.

Financial assistance is not provided if an employee retakes a course. Some courses involving research or extended study may be repeated, if advance arrangements are made through the ASE Executive Director.

Maintenance of eligibility requirements does not create a right to reimbursement, nor will guarantee that budgeted amounts will be available at all or at any specific time in a fiscal year.

Program financial assistance is not employment compensation. In no event shall an ASE employee enrolled in the Program be entitled to receive any benefit under the Program including tuition and other financial assistance in lieu of or in addition to employment compensation and/or benefits.

Return of Financial Assistance upon Program Default

Participating employees who fail to maintain eligibility standards under the Program Governance Rules for Participation through the Program End Date or who voluntarily leave the Program or employment with ASE prior to the Program End Date will be considered to have failed to complete the Service Period and thus to have defaulted under Program requirements. In such event, Program participants will be required to repay ASE any financial benefit provided for tuition or related costs according to the following schedule:

- The full amount of the Program award must be repaid if the employee **does not obtain** the required degree and the certification within **three (3) years**.
- The full amount of the Program award must be repaid if the employee fails to remain employed for the duration of required ‘Service Period’, which is **two complete academic years** following the receipt of the certification or the degree sought.

Repayments can be made in the form of monthly or bi-monthly installments, or paid in-full. The repayment schedule will begin within three months of the day employee is deemed to have defaulted under program requirements. The full amount of the required repayment must be made to ASE within 18 months after repayment schedule starts.

If the employee’s employment is terminated by ASE, the employee is not obligated to repay any financial assistance award received under the Program.

Work Schedule Limitations

Unless specific approval is obtained in advance, an employee participating in the Program may not take a course during his or her scheduled working hours. Employees must adhere to all ASE employment policies and procedures while participating in the Program, including but not limited to those regarding absence from work. Participation in the Program should not in any way interfere with the employee’s ability to perform his or her job.

Tax Implications

Internal Revenue Code Section 127 provides an exemption of up to \$5,250 in a tax (calendar) year for courses reimbursed through employer educational assistance programs. Any amount of the benefit in excess of the \$5,250 exclusion is considered taxable income. Once the receipt of benefits over the

\$5,250 exclusion is determined, appropriate tax withholdings will be made and the amount added to the employee's gross wages. Due to nearly continuous changes in the tax laws, employees may wish to consult with a tax advisor regarding the potential tax implications of participating in the Program.

Prohibited Payments

The Program prohibits payments to those in the highly compensated group when such payments violate the discrimination clause as set forth in the Internal Revenue Code section 127(b)(2).

Program Amendment or Termination

ASE intends to continue the Program indefinitely; however, ASE reserves the right in its discretion to amend, suspend, or terminate the program at any time.

Non-Contractual Nature of the Program

Approval to participate in the Program shall not in any way affect an employee's at-will status. Accordingly, no Program requirements interfere with the right of ASE or an employee to terminate the employee's employment at any time, with or without reason, and nothing in the Program is intended to nor should be construed as an offer of continued employment.

Forms

Please see next page.

DEEP APPLICATION CHECKLIST

Supporting documents required (please check off each cell) prior to submitting application. Please organize documents in the order below before scanning.

Applicant Name: _____

Required Documents	
DEEP Application Checklist (this form)	
DEEP Application Form	
DEEP Agreement	
DEEP Recommendation Form	
DEEP Statement of Purpose Form	
Application for or acceptance into the program (college/university/ACP).	
Diploma or transcript (showing bachelor's degree)	
Updated Resume	

The program office may require other documentation if needed.

DEEP Application Form

Personal and program information (please print):

Applicant Name: _____

Telephone Number: (____)____-____ E-mail Address: _____

Campus: _____ District: _____

Position: _____ Subject (if any): _____

College/University/ACP: _____

Area of study/specialization: _____

Degree and/or Certification will be obtained: _____

Expected Completion Date: _____

Total credit hours required for the program: _____

Number of credit hours completed so far (if any): _____

Number of credit hours projected to enroll in next semester. _____

Date of start: _____

What percent of this program is online: _____%.

Have you ever received ACP/master's degree reimbursement from ASE? _____

If yes, please specify for which certificate or degree: _____

Please read carefully each section to document that you have read and understand your responsibilities associated with the program policies (please initial):

_____ I have read and understand the DEEP Program Policy ("the Program").

_____ I understand that upon selection into the Program, I must obtain the degree and the certification specified above within **3 (three) years** from the date of admission.

_____ I understand that by accepting **any** financial assistance from the Program, I am expected to fulfill my service obligation by remaining employed with Albuquerque School of Excellence for a minimum of **two complete academic years** after obtaining the required degree and the certification.

_____ I understand that if I do not complete my service requirement within **2 (two) years** of obtaining the degree and the certification, I will be required to repay any financial assistance benefit provided under the Program, which at such time will be due and owing but which may be otherwise paid according to a schedule set by Albuquerque School of Excellence.

_____ I understand that selection into the Program shall in no way affect my status as an at-will employee. Accordingly, either Albuquerque School of Excellence or I may terminate my employment at any time, with or without reason, and nothing in the Program is intended to provide an offer of continued employment.

Applicants should scan the completed application form and all required documents into pdf format and email to principal. Complete application should be sent in one email.

Certification: I hereby affirm that the information provided in this application and in all accompanying documentation is accurate and complete to the best of my knowledge. Falsification of information may result in the termination of any financial assistance provided by Albuquerque School of Excellence.

Applicant's Signature: _____

Date: _____

DEEP Agreement

This Letter of Agreement (“the Agreement”) is entered into by and between Albuquerque School of Excellence (“ASE”) and _____ (“Employee”) effective on the date stated below. Employee pledges to obtain the _____ degree and the _____ certificate as part of this program.

I.

ASE has agreed to accept Employee as a participant in the Dedicated Employee Education Program (“DEEP” or “the Program”). Employee hereby agrees to be bound by all requirements of the Program, and to thereby obtain the degree and certification specified above within **3 (three) years** from the date of selection into the Program (the “Education Period”). Employee further agrees to engage in training, instructional assignments, and other activities related to the Program as assigned by the Superintendent of Schools or designee.

II.

ASE and Employee agree that Employee’s participation in the Program **does not** constitute a contract for employment between ASE and Employee, and that participation in the Program **does not** alter the at-will employment relationship between ASE and Employee. Nothing contained in the Program grants Employee a right to continued employment with ASE or interferes with the right of ASE to discharge Employee at any time; regardless of the effect such discharge may have upon Employee under the Program. Accordingly, ASE may terminate Employee’s employment at any time, with or without reason. Employee may also end Employee’s employment with ASE at any time, with or without reason, or withdraw from the Program by giving written notice to the Superintendent of Schools.

III.

Upon completion of all requirements necessary to obtain the degree and the certificate specified above, the Employee will, except if released from employment by ASE, be expected to continue employment at ASE, as assigned by the ASE Executive Director for a period of **two complete academic years** (“the Service Period”). Completion of the Service Period constitutes the Program End Date.

IV.

ASE and Employee agree that participating employees who fail to maintain eligibility standards under the Program Governance Rules for Participation through the Program End Date or who voluntarily leave the Program or employment with ASE prior to the Program End Date will be considered to have failed to complete the Service Period and thus to have defaulted under Program requirements. In such event, Program participants will be required to repay ASE any financial benefit provided for tuition or related costs according to the following schedule:

- The full amount of the Program award must be repaid if the employee **does not obtain** the required degree and/or certification within **three (3) years**.
- The full amount of the Program award must be repaid if the employee fails to remain employed for the duration of required ‘Service Period’, which is **two complete academic years** following the receipt of the certification or the degree sought.

Repayments can be made in the form of monthly or bi-monthly installments, or paid in-full. The repayment schedule will begin within three months of the day employee is deemed to have defaulted under program requirements. The full amount of the required repayment must be made to ASE Central Office within **18 months** after repayment schedule starts. If the employee’s employment is terminated by ASE, the employee is not obligated to repay any financial assistance award received under the Program.

V.

Employee agrees that Employee shall perform all assignments related to employment with ASE to the best of Employee’s skill and ability, and shall adhere to the requirements for educators contained in the school laws of the State of New Mexico and such ASE administrative rules and regulations as are in effect at this time or as may be adopted by ASE while Employee is participating in the Program.

VI.

ASE intends to continue the Program indefinitely; however, ASE reserves the right in its discretion to amend, suspend, or terminate the program at any time.

VII.

ASE and Employee agree that any claim or dispute arising out of or relating to this Agreement, or the breach thereof or the relationship or duties contemplated under this Agreement, including the validity of this arbitration clause, shall be resolved by binding arbitration in Albuquerque, by ASE pursuant to the New Mexico Act/Code, under the Arbitration Rules then in effect. The arbitrator(s) has the power to sever unenforceable provisions from the Agreement. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable rules of arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator’s award, or fails to comply with the arbitrator’s award, the other party is entitled to costs of suit, including a reasonable attorney’s fee for having to compel arbitration or defend or enforce the award.

All proceedings referred to in this paragraph shall be conducted in Albuquerque, New Mexico, unless otherwise agreed on by the parties. IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 20____.

Name of the ASE Executive Director

Signature of the ASE Executive Director

Name of the Employee

Signature of the Employee

DEEP Recommendation Form

Must be completed by immediate supervisor (i.e. Principal or Executive Director)

Supervisor Name: _____ Supervisor Position: _____

Name of Candidate: _____

Part 1. Please answer the following questions:

How long and under what capacity have you known this candidate?

What do you think are the candidate's strengths? _____

What do you think are the candidate's areas of improvement? _____

What do you think are the leadership roles or positions this candidate can take in the future? _____

Describe your school/district's needs for this education/certification? _____

Part 2. Compared to other employees working for ASE, how would you rank him/her in each category?

	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
Demonstrates expertise and passion for their discipline.					
Uses communication style appropriate to the setting and audience.					
Demonstrates a strong commitment to the idea that all students can learn.					
Exhibits an awareness of the importance of maintaining confidentiality in records, correspondence, and conversations.					
Displays appropriate positive attitude and professional integrity.					
Demonstrates initiative, resourcefulness, creativity, and vision.					
Embraces technology as a resource to support learning.					
Demonstrates evidence of fairness and equitable treatment of others.					

Signature: _____

Date: _____

DEEP Statement of Purpose Form

Please type or print (attach additional sheet if necessary)

Applicant Name: _____

What are your professional goals? Where do you see yourself in five years?

How will this degree or certificate help you to reach your goals or help you grow professionally?

Other Considerations:

DEEP Reimbursement Request Form

Employee Name: _____

Position: _____

Campus/Department: _____

I am requesting reimbursement for the following items:

Course Name: _____ Course #: _____

Course Name: _____ Course #: _____

Course Name: _____ Course #: _____

Course Name: _____ Course #: _____

Tuition and related fees: \$ _____

Textbooks, supplies, and/or equipment: \$ _____

Total reimbursement sought: \$ _____

By signing below, I acknowledge that I have completed and received a passing grade in each of the courses above and that the documents attached with this Program Form as described in the Reimbursement Request Checklist below are originals or true and correct photocopies of original documents. I understand that if I fail to meet Program requirements or if my employment with Albuquerque School of Excellence is terminated for any reason other than involuntary termination, I may be expected to repay Albuquerque School of Excellence up to the full amount of any reimbursement provided to me, in accordance with the Albuquerque School of Excellence DEEP Policy and Agreement.

Requests for reimbursement must be submitted **no later than 45 working days** after receiving the final grade(s).

Supporting documents required (please check below):

_____ ASE regular reimbursement form

_____ Original receipts or fee statements (i.e., showing payments made to college/university/ACP, receipts for textbooks or supplies)

_____ Transcript showing grades earned during the semester

Submit documents to the finance department (by regular means of reimbursement for your district)

Employee Signature: _____ **Date:** _____

OFFICE USE ONLY

APPROVAL:

Signature _____

Date: _____

Name: _____

Title _____