



EMPLOYEE HANDBOOK

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EMPLOYEE HANDBOOK PERSONNEL REGULATIONS

I. Statement of Purpose

The policies enacted herein shall constitute the official Personnel Policy for the MEDIA ARTS COLLABORATIVE Charter School, (herein "MACCS"). They are intended to standardize personnel procedures throughout MACCS and shall be reviewed periodically by the Personnel Committee of the Governing Council.

Receiving this Handbook does not imply or create a contract.

II. Program Administration

It shall be the responsibility of the administrator to see that all staff implement, adhere to and enforce the MACCS Personnel Policies. Should there be any disputes on interpretation of policy or lack of policy, it will be the responsibility of the Principal and Board to clarify and/or set appropriate policy. Any clarification or setting of interim policy will be effective until rejected, modified or approved by the Governing Council at a subsequent meeting.

III. Personnel Recruitment Policy

A. Non-Discrimination:

MACCS is an Equal Opportunity and Affirmative Action employer; therefore, MACCS shall prohibit discrimination because of age, sex, race, beliefs, color, creed, national origin, political affiliation or disability or gender orientation.

B. Advertisement of Vacancies:

1. All advertisements shall contain the statement "Equal Opportunity and/or Affirmative Action Employer".
2. MACCS shall circulate, advertise and post all announcements of position vacancies. The Principal of MACCS is responsible for either hiring the qualified individual informing the individual(s) that he/she has not been selected; or informing the individual(s) that he/she (they) will continue to be included in the pools to be reviewed; thus they are still in contention for the position.

C. When an emergency hire is necessary to ensure that services or activities are not disrupted or hampered, the Principal may authorize the hiring of an individual who meets the position requirements without following regular hiring procedures. Emergency hires are considered temporary positions until they have successfully completed the hiring process.

D. Applications for Employment:

1. Screening of applicants will be on the basis of merit and qualifications as outlined on the job description and specifications. In general, the Principal shall be responsible for screening applications to assure that the applicant(s) to be interviewed meet the minimum qualifications for the vacant position.

2. The following statement shall appear on the MACCS application for employment forms. "The facts set forth in my application for employment are true and complete and I authorize MEDIA ARTS COLLABORATIVE Charter School to verify their accuracy and to obtain reference information on my work performance. I hereby release MACCS from any/all liability of whatever kind and nature which, at any time, could result from obtaining and having an employment decision on such information. I understand that if employed by MACCS, false statements on this application shall be considered sufficient cause for dismissal and I will be required to provide satisfactory proof of identity and legal work authorization within three days. Failure to submit such proof within the required time shall result in immediate termination of employment. I further understand that neither the policies, rules, regulations of employment, nor anything said during the interview process shall be deemed to constitute the terms of an implied employment contract. MACCS will require that all employees and applicants for employment fully disclose any criminal convictions excluding misdemeanors and summary offenses. Individuals do not have to disclose any arrest(s) which did not result in conviction, unless such an arrest has resulted in formal criminal charges which are then pending.

3. The interview committee shall consist of, at a minimum, the Principal or another designated manager. Reference checks are made by personal, telephone, or mail contact. They shall be documented and made a part of an applicant's file prior to an offer of employment. All interviewees will demonstrate an instructional lesson.

IV. Employment

A verbal offer of employment to an applicant is followed by a Letter of Offer presented to the prospective new employee. The letter informs the new employee of position title, start date, and name of immediate supervisor. The new employee signs and returns the letter of offer before commencement of employment.

Request for Reasonable Accommodation

An employee may make a request for reasonable accommodation. The request may be made verbally or in any other mode of communication to convey

the need for accommodation. The accommodation must be linked to a medical condition. If the need for accommodation is not obvious, reasonable documentation may be requested from the employee regarding their functional limitations that arise from a disability that requires reasonable accommodation. Request for accommodation should be made to the immediate supervisor who will make every effort to meet the request.

Appointments:

The salaries of all new employees must comply with the MACCS salary schedule chart and any applicable funding source regulations. The minimum salary established for a position is considered the normal starting rate for new employees. The Principal may authorize appointments that are above the minimum salary if the applicant's training, experience, job duties, or other qualifications are substantially above the minimum requirements for the position.

Outside Employment:

Employees will not accept part-time work or other employment outside the school that will conflict with their responsibilities to MACCS. Prior approval must be obtained from the Principal who shall determine whether a conflict of interest exists.

Nepotism:

MACCS shall employ no person while he/she or a member of his/her immediate family is a member of the Board of Directors or holds a Supervisory position, such as the Principal. No person who has served as a member of the Board of Directors or member of a committee will be considered for employment until six (6) months have elapsed since termination of such service. No employee shall hold a job over which a member of his/her immediate family or someone who has a personal relationship with the employee exercises supervisory authority.

Disqualifying relationships encompass:

Spouse	Nephew	Niece
Parent	Stepparent	Cousin
Sibling	Stepchild	Brother/Sister
Child	Grandparent	Mother
Aunt	Parent in Law	Daughter/Son
Uncle	Sibling in Law	Daughter-in-law/Son-in-law
Cousin	Sibling in Law	
Fiancée	Domestic Partner	

Note: Since employment status may change over time, it is important that employees obtain written approval from the Principal if they will be working with immediate family members.

Contract Services:

No contractor shall be supervised by a member of his/her immediate family if the family member is an employee of MACCS. The use of consultants will be closely monitored so as not to vary from the rules of the Internal Revenue Service.

Consultants will not be controlled as to what services will be performed and how these services will be performed. Consultants will not have set hours of work nor furnish their own tools of trade – tools, materials and the like – in performing their work. Consultants will adhere to a precise contract scope of services. The consultation agreement should specify the obligation of the consultant to pay his or her own self-employment taxes if applicable.

Consultant Utilization:

Whether used in a direct or an indirect capacity, the utilization of all consultants, grant personnel and consulting firms will be evidenced with:

Details of all agreements (e.g. work requirements, rate of compensation, and the nature and amount of other expenses, if any) with the individuals or organizations providing the services and details of actual services performed.

Invoices or billings submitted by consultants, including sufficient detail as to the time expended and nature of the actual services performed.

Consultant's work products and related documents, such as trip reports indicating persons visited and subjects discussed, minutes of meetings and collateral memoranda and reports. All such consultant documents shall be retained for future auditing purposes.

A past employee of MACCS may be eligible for contract work only if that person was not instrumental in the development of the contract service being requested in the respective program component, or a year has lapsed since the employee left MACCS.

All contracts must be approved and signed by the Principal unless he/she has delegated authority in writing to another staff member to do so on behalf of MACCS.

V. Conditions of Employment

All teachers will be highly qualified and participate in annual PDP in compliance with NM three tiered teacher evaluation in accordance with NCLB.

All education assistants will be highly qualified in accordance with NCLB.

Introductory Period:

All new staff members will serve a six 6-month probationary

introductory period. During such period, MACCS or the individual may terminate the employment relationship without the usual advance notice and the termination procedures applicable to regular employees. New employees terminated during the introductory period will not have the right to appeal the termination, as do regular employees. The introductory period for new or promoted employees may be extended not to exceed three (3) additional months.

An employee is considered to be a regular employee upon having satisfactorily completed the introductory period, once he/she has received a satisfactory performance evaluation.

Training:

All new employees will receive a comprehensive orientation during their first month of employment. The orientation will be the responsibility of the immediate supervisor. The supervisor shall provide the employee copies of the following materials:

- Personnel Policy and Procedures
- Organizational Structure
- Job description
- Program-specific manuals
- Professional Development guidelines.

MACCS will provide in-service training, within available resources, to improve the possibilities of job progression. Attendance at training seminars and conferences is recognized as an important means for staff development. All educational allowances are subject to the employee's first completing the introductory period for new employees and not currently being on disciplinary probation.

Performance Evaluations:

A performance evaluation is designed to improve the employee's understanding of the job and the standards for work performed, and to encourage employee development. It is not to be used as a means of threat or coercion against an employee. Teachers will participate in annual PDP in compliance with NM three tiered teacher evaluation system in accordance with NCLB. Education assistants will be highly qualified in compliance with NCLB.

The immediate supervisor will make out written performance evaluations of each new employee at the end of the introductory period. The supervisor and employee will discuss the evaluation, and the supervisor will counsel the employee on areas needing improvement to insure that the employee clearly understands what is expected of the position.

The evaluation could result in any of the following:

- continued employment under current conditions of employment
- probation with goals and growth objectives clarified in writing,
- termination.

Teachers will participate in annual PDP in compliance with the NM three tiered teacher evaluation system in accordance with NCLB. All employees will be evaluated at least annually on their anniversary dates and/or before any salary increases. Should such an employee receive an unsatisfactory evaluation, he/she may be demoted or may be terminated on the basis of the evaluation alone or continued on probation for a period not to exceed three (3) months. The employee will be notified in writing. The employee being evaluated will have the opportunity to comment upon and sign his/her evaluation.

All evaluations shall be made a permanent part of the employee's personnel record. Any employee dissatisfied with the evaluation may appeal through the established appeals procedures.

Any regular employee dissatisfied with the evaluation who wishes to appeal on the basis of discrimination, as defined in the Affirmative Action Plan, may do so by utilizing the complaint procedure identified in the Affirmative Action Plan.

While there are specific time periods and schedules for conducting performance evaluations/appraisals, (new hire, promotions, etc.) supervisors/managers may conduct performance evaluations/appraisals at any time that they feel one is warranted. These performance evaluations/appraisals will also be in writing and made a part of the employee's personnel file. Supervisors will document discussion of a disciplinary or administrative nature to include in the employee's file.

VI. Position Classification and Salaries

Hourly Employees:

Non-Exempt (non-licensed and non-supervisory) employees shall be paid on an hourly basis, utilizing a time clock for verification of time worked. The Hourly Employee must utilize the time clock for themselves, for the beginning and ending of their work day and lunch time. No work shall ever be performed by the Hourly Employee that extends beyond the eight-hour work day, unless pre-approved by the Principal. Hourly Employees will accrue four hours of Leave per each pay period. For each hour's absence beyond what the Hourly Employee has accrued in Leave, the Hourly Employee will be unpaid for those hours. At the end of a completed school year, all un-used Leave will expire and will not carry over to subsequent years.

Abbreviated / 2-Hour Delays

Hourly Employees should arrive to work as safely and quickly as possible, with a

maximum delay of two hours. Arriving late is acceptable when severe weather causes hazardous driving conditions, not for mechanical issues caused by weather. Hourly Employees will work eight hours if weather conditions permit.

Early Dismissal

If administrative offices are dismissed early due to severe weather, Hourly Employees will be paid for a full work day, provided the employee reported to work. If the Hourly Employee did *not* report to work, s/he will need to utilize a Leave Day in order to be paid for that day.

Cancellations

If school is cancelled due to severe weather, it is the Hourly Employee's *option*, depending upon safety, to come to work. Employee will be paid for the hours worked for a school cancellation day.

How do these days affect my annual salary?

The Hourly Employees' annual salary is based on a 226 work day calendar, counting 10 unpaid days over Summer. If there is a cancellation due to snow, and the Hourly Employee does *not* report to work, the wages/hours can be made up using one of the 10 unpaid days over Summer.

Wage Comparability:

MACCS will periodically conduct wage and comparability studies with other schools and school districts. Salaries will be comparable for similar responsibilities in the areas served, and the MACCS wage structure may periodically be adjusted to reflect necessary changes.

Wage Schedules:

Salary ranges and schedules will be determined for each job title by the Personnel Committee for review/approval by the Board periodically. The Principal will recommend changes in salary ranges to the Personnel Committee for approval by the Board.

Cost of Living Adjustments:

1. The Board, upon recommendation of the Principal, may approve annual Cost of Living Adjustments (COLA's).
2. Cost of Living Adjustments, if approved, shall apply across the board for all employees; dependent on available funds. The Cost of Living Adjustment will coincide with the state government Cost of Living Adjustment as appropriated by NM Legislation.
3. Cost of Living Adjustments shall in no way affect an employee's other types of salary adjustment.

Position Classification:

Full Time or Part Time: "Full Time" is defined as working 30 or more hours per week. "Part Time" is defined as working less than 30 hours per week.

Full Year or Part Year: "Full Year" is defined as working twelve months of

the year (this may include the introductory period). "Part Year" is defined as any length of employment more than six months but less than twelve months.

"Temporary" is defined as a position created for less than six months. Eligibility of benefits is limited to the following: FICA, Worker's Compensation and Unemployment Compensation. Temporary employees are not eligible for holiday pay. A temporary position may be an emergency hire. A temporary employee may be considered for regular employment only after successfully completing the hiring process.

Full-Time employees are entitled to all benefits of employment with MACCS except as limited by contract or by the funding source. Full-Time and Full-Year/Part-Time employees will accrue annual leave, sick leave and benefits on a basis proportionate to the hours they work. Part-year and/or Part Time employees are entitled to Social Security coverage and Worker's Compensation as required by Federal and State regulations.

Employment Classification:

Exempt -

Exempt employees, who qualify under the U.S. Department of Labor Fair Labor Standards Act and meet all three (3) tests for exemption (salary level, salary basis, and job duties) in the executive, professional, administrative categories are excluded from specific provisions of state and federal minimum wage and overtime pay laws.

Nonexempt -

Nonexempt employees are those who do not fit into any of the exempt categories recognized by the Federal Fair Labor Standards Act. Specific provisions of state and federal minimum wage and overtime laws cover nonexempt employees. Because nonexempt employees are entitled to be paid overtime for Supervisor approved hours worked over 40 hours in a single week, whereas exempt employees are not, nonexempt employees are not eligible for compensatory time in lieu of overtime pay.

VII. Personnel Records

Personnel Actions:

No action shall be legal unless the standard Personnel Action form has been duly authorized and approved by the Principal. This includes new hires, changes in pay, promotions, transfers, disciplinary actions, and terminations.

Any Personnel Action taken shall be made a part of the Employee Personnel Record, and each employee shall receive a copy of any personnel action taken.

Personnel Records:

A personnel record file for each employee will be maintained centrally. Each file will contain the complete history of the person's employment with MACCS starting with the application and including all subsequent actions.

The individual personnel file will be regarded as confidential material and treated as such. The only persons authorized access to the file will be the employee and the Principal and the staff who maintain the personnel records and authorized reviewers/auditors. Personnel files are not removed from Human Resources except for investigation of complaints or allegations or legal requirements.

Note: The Personnel file is the property of MACCS. Employees may request that copies of their file be made. MACCS may charge the employee for copying the file. Former staff members may request in writing, signed documents from their file from MACCS.

Employment information is confidential and is released only by the Principal. Employees should not engage in any informal, "privileged communication" about employment information.

The only information given by MACCS to other employers is the period of employment and positions held. Salary information is released only when written consent has been granted by the requesting staff member. Employment and salary information is released to federal or state agencies in connection with claims that have been filed by staff member (e.g. worker's compensation, unemployment).

VIII. Payroll And Work Schedules

Pay Period and Work Schedule:

All regular full-time employees will work a forty (40) hour week. The workday for administrators at MACCS will normally cover the eight (8) hour period of 7:30 A.M. – 4:30 P.M., with a lunch hour.

Paychecks will not be released to anyone other than the employee unless the employee personally authorizes the release to someone else in writing.

Deductions:

Deductions from paychecks will include:

- a. Mandatory: Federal and State taxes and Social Security
- b. Voluntary: (Upon written authorization of employee) dependent health/dental insurance, Pension Plan, etc.
- c. Garnishments of Attachments: As directed by law and/or court order

Salary Advances:

There will be no salary advances to any employee for any reason.

Overtime and Compensatory Time:

Non-Exempt employees working over 40 hours in one work week will receive overtime pay in the amount of 1 ½ times their hourly pay for each hour worked over 40.

Employees are not allowed to accrue compensatory time.

Salary Increases:

Salary increases will be in accordance with the established salary schedule and procedure. Under no circumstance will salary increases be made retroactive, unless promotion in licensure is prior to the 40th day. Promotion in licensure after the 40th day shall maintain at the current salary.

The employee must serve satisfactorily at the same salary rate for at least one year to be eligible for a merit pay increase based on a justifying performance evaluation which supports the increase in salary. In all cases, merit increases shall be subject to budgetary limitations. The Board of Directors has the authority to impose wage increase freezes as may from time to time be necessary.

IX. Employee Benefits

Health Dental and Life Insurance:

MACCS shall provide life, medical and dental insurance for those regular full- time employees that work at least thirty (30) hours a week and as per the health insurance carrier contract requirements. An employee may be required to pay for a portion of his/her premium, and will be responsible for dependent coverage.

An employee on an extended leave of absence and who is covered by MACCS health/dental insurance may elect to continue benefit coverage. In order to continue with this coverage, the employee must ensure that the employee (and dependent) portion of the premium is paid to MACCS either through wage deduction or tender of payment to MACCS.

Health/dental insurance coverage may stop if MACCS learns that an employee on extended leave does not intend to return to work or does not return to work. In these cases, MACCS may request reimbursement for any premiums paid on behalf of the employee during his/her leave unless the basis for not returning to work is of a continued serious health condition or other reasons beyond the employee's control. The Principal

will authorize such action.

COBRA (Consolidated Omnibus Budget Reconciliation Act) is offered under Federal Law and allows employees whose employment has been terminated to continue the same health insurance benefits at their own expense.

Workers' Compensation Insurance:

All employees shall be covered by Workers' Compensation Insurance for job-incurred injuries. All on-the-job injuries must be reported to the Principal immediately. All such reviews must be forwarded immediately to the insurance worker's compensation underwriter.

Pension Plan:

1. Full-time employees working thirty (30) or more hours per week are eligible to join the Educational Retirement Authority (ERA) State pension Plan immediately upon their hire date and are eligible for employer contribution.
2. Employees wishing to join must contribute the minimum required percentage of their salary to the pension plan matched with the School's share. This may change as per State ERA policy.

3. If the employee terminates or is terminated for any reason after joining the Pension Plan, the employee will receive only what he/she is allowed under the State ERA regulations governing vesting and withdrawals.

Holidays:

The Board of Directors shall annually establish the School calendar and holidays.

Paid Time Off (PTO)

MACCS utilizes a system of Paid Time Off (PTO) for paid leave from work. PTO is accrued upon hire or transfer into a regularly scheduled position. Temporary or part-time employees are not eligible to accrue PTO.

Availability:

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

Conditions:

Accruals are based on 40 hours per week. Employees working less than 40 hours per week will earn PTO hours on a pro-rated basis, according to the number of hours actually worked.

Exempt employees using PTO should use 1/4 days only. Non-exempt employees may take PTO in increments not less than one (1) hour.

PTO is not earned when unpaid leave is taken.

Accrual Rates:

Job Class	Annual PTO Accrual	Maximum Carryover
Teacher	10 days	None
Educ. Assist.	10 days	None
School Support	10 days	None
Administration	13 days	None

Employees leaving the employment of MACCS whether involuntarily or voluntarily will not be paid for unused leave.

Request for PTO exceeding three (3) days must be submitted in writing to the immediate supervisor for approval at least two (2) weeks in advance. Request for PTO of less than three (3) days requires notification to the immediate supervisor. In the case of an emergency the supervisor or designee must be notified before the end of the business day.

Employees may voluntarily donate any of their unused Leave to another MACCS employee of equal job classification (ex. Teacher to Teacher, Admin to Admin) for family emergency or unforeseen health issue.

Jury Duty Leave:

Employee will receive their regular pay while on jury duty but upon receipt of jury duty pay, employee will submit a copy of jury duty paycheck and stub along with a check made out to MACCS for the payment of jury duty service only. Leave with full pay, less that paid for jury services, will be granted for those days on jury duty, up to two weeks. The employee must provide verification of jury duty (copy of court ordered jury duty summons) and jury pay. This provision does not apply to temporary part-year employees.

Military Leave:

Eligible employees who are family members of covered service members are entitled to take up to 26 workweeks of leave in a "single 12-month period" to care for a covered service member with a serious illness or injury incurred in the line of duty on active duty. The definition of "family members" includes family members covered in 3(b)(iii) and "next of kin," which means the nearest bold relative (including siblings, grandparents, aunts, uncles, and first cousins). The 26 weeks include leave for qualifying exigencies described below. All other provisions of the FMLA apply, such as employee eligibility, appropriate notice, medical certifications, definitions, etc. As with other types of leave, MACCS has the right to require the employee to support a request for leave with an appropriate medical certification. When two eligible employees are married and work for MACCS, and when the reason triggering the FMLA

event is to care for a service member under this section, a combined total of 26 weeks applies.

Qualifying Exigency:

The 12 weeks available to all FMLA-eligible employees is available to eligible employees with a covered military member serving in the National Guard or Reserves to use for “any qualifying exigency” arising out of the fact that a covered military member is on active duty or call to active duty status in support of a contingency operation. “Qualifying exigency” means:

- Military member’s short-notice deployment (leave to address any issue that arises from an impending call or order to active duty in support of a contingency operation seven days or less prior to the date of deployment);
- Military events and related activities (leave to attend any military ceremony, program or event related to the active duty call or to attend family support or assistance programs and informational briefings);
- Arranging for alternate childcare and related activities;
- Addressing certain financial and legal arrangements;
- Periods of rest and recuperation for the service member (up to 5 days of leave);
- Attending certain counseling sessions;
- Attending post-deployment activities (available for up to 90 days after the termination of the covered service member’s active duty status); or
- Other activities arising out of the service member’s active duty or call to active duty and agreed upon by MACCS and the employee.

Court Leave:

If an employee is summoned to appear in court as a witness on behalf of the United States, or a political sub-division thereof, or on behalf of MACCS, leave of absence with full pay will be granted. Verification from the court must be provided. Court leave for personal matters will be handled as PTO or leave without pay, and must be requested in advance.

Religious Observance:

In accordance with Title VII of the Civil Rights Act of 1964 MACCS will reasonably accommodate the religious practices of its employees.

Educational Leave:

A leave with pay not to exceed four and a half (4 ½) hours a week may be

granted to full-time employees for attendance at recognized educational institutions when this be of benefit to the program. All educational leave must be requested in writing, addressed to the Principal.

Excused Absences:

Employees will be excused and given up to two (2) hours in which to vote during general elections and will not be charged to personal leave. The immediate supervisor may specify the hours the employee may be absent to vote.

Bereavement leave may be granted for a death in the immediate family:

Spouse	Nephew	Niece
Parent	Stepparent	Cousin
Sibling	Stepchild	Brother/Sister
Child	Grandparent	Mother
Aunt	Parent in Law	Daughter/Son
Uncle	Sibling in Law	Daughter-in-law/Son-in-law
Cousin	Sibling in Law	
Fiancée	Domestic Partner	

MACCS allows leave up to three (3) days for in-state funerals and up to five (5) days for out of state funerals. For non-immediate family, faculty may take up to two hours for funeral leave. Such leave shall not be deducted from an employee's annually allocated Leave Days.

Unexcused Absences:

Continued unauthorized absences will be subject to disciplinary action. Tardiness and repeated failure to report for work without proper notification to the School Principal, and unexcused absences without pay, will be cause for disciplinary action.

An employee who is absent from duty without approval shall receive no pay for the duration of absence and shall be subject to dismissal or other appropriate disciplinary action. It is recognized that there may be extenuating circumstances for unauthorized absences and due consideration shall be given each case.

The act of an employee not reporting to work and not calling into the office for three (3) days is considered job abandonment and the employee will be terminated unless medical documentation for the absence is presented.

Leave Without Pay:

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees

are entitled to:

Twelve work weeks of leave in a 12-month period for:

- the birth of a child and to care for the newborn child within one year of birth;
 - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 - to care for the employee's spouse, child, or parent who has a serious health condition;
 - a serious health condition that makes the employee unable to perform the essential functions of his or her job;
 - any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;"
- or**

Twenty-six work weeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Extended leave without pay for a period of 3 days or more must be requested in writing and approved by the School Principal. All other leave not covered in these Policies and Procedures shall be without pay. Disciplinary action resulting in suspension shall be leave without pay.

Leave without pay will not exceed a period of twelve (12) weeks unless waived by the Principal.

Job retention rights of an employee during extended leave without pay will be subject to the following:

- Employee's replacement will be hired as a temporary employee.
- Job position is still available at end of leave period.
- Employee must notify School at least 15 days before end of leave period of his/her intention to return to work.
- Funds are still available.
- Employee has satisfactory performance evaluations in the past.

Failure of an employee to report for work at the expiration of an authorized leave or to request an extension of such leave shall be considered an absence without leave and subject to appropriate disciplinary action as determined by the Principal.

X. Employee Expenses:

Travel Expenses:

Employees may request mileage and per diem for in or out-of-state travel in the course of his/her employment, that is not of a daily or routine nature or within the immediate geographical area. Requests will be made on the appropriate form and will require prior approval from the Principal before an advance is processed and issued.

Reasonable reimbursable expenses include telephone calls home, cab fare from or to the airport, to and from meals with receipts; parking with receipt; porter fees (not to exceed \$2.00 per day). Cost of a rental car is reimbursable only with prior approval from the Principal.

Employees using their personal cars in connection with authorized job responsibilities, other than to and from their regular place of employment, will be reimbursed on a mileage basis at the budget authorized rate established by the Board. All employees using a personal automobile (car, truck, van, etc.) for the purpose of transporting students or supplies on official school business, must carry automobile insurance (with proof of such insurance), and must take reasonable steps to insure the safety of passengers and/or the safekeeping of supplies.

Employees are never required or encouraged to use their personal property for school functions or tasks. Employees using their personal property for school functions or tasks will do so at their own expense and liability. The school will not incur expenses related to employees utilization of their own personal property while at school.

XI. Disciplinary Action:

As the basic standard of justice, employees are to be informed of the behavior expected of them and the rules, regulations, policies, procedures and practices by which they must abide. Disciplinary action results from failure to abide by MACCS Policies and Procedures. It shall be the practice of MACCS to put in writing its regulations, policies, procedures and practices. The Principal will insure all new employees are oriented.

1. Disciplinary action will be of four types. The nature and seriousness of the offense shall govern the type of disciplinary action to be initiated, and in all cases will be subject to the following:

- A. Warnings and/or Letter of Reprimand
- B. Disciplinary Probation
- C. Suspension

D. Termination

Warnings/Reprimand:

Verbal Counseling

Verbally counsel employee whose performance is below expectations. Promptly inform the employee of specific deficiencies to meet expectations. Restate performance expectations and communicate that both immediate and sustained satisfactory performance must be shown. Offer assistance in raising performance to meet expectations.

Written Counseling

Advise Human Resources of the situation. If immediate improvement or satisfactory performance is not shown after verbal counseling, further performance counseling may be called for. Repeat steps 1.a through d above in writing and refer to related verbal counseling sessions utilizing forms developed by Human Resources developed for this purpose. Discuss with the employee and have employee sign written warning. If the employee refuses to sign, note the refusal on the written warning.

Final Warning

If either immediate improvement or sustained satisfactory performance is not shown after written counseling, consult with Human Resources to discuss and prepare a final written warning.

Failure to show both immediate improvement and sustained satisfactory performance, or comply with MACCS standards of conduct or policies may result in further disciplinary action up to and including termination. Discuss with employee and have employee sign final warning. If employee declines to sign, note refusal on the notice of final warning. Informal counseling will be considered in decisions that lead to probation action or termination.

Disciplinary Probation:

Probation must be in writing. The notice of probation must contain:

- a. The specifics of the conduct for which the employee is being placed on probation.
- b. The specific criteria that must be met for the employee to terminate probation and ongoing status.
- c. The length of the probationary period with beginning and ending dates.
- d. If an employee is not available to sign the probation notice, the supervisor will forward a copy of the probation notice to the employee's home through mail – certified, return receipt requested. The will serve in lieu of the employee's signature.

Disciplinary probation is for a period of not more than ninety (90) days and

may not be extended. At the end of the probationary period, the employee must be informed in writing that he/she has completed the probationary period satisfactorily, or that he/she is being terminated.

Any two (2) disciplinary probations in any twelve-month period is cause for termination. The Principal may initiate probation. An employee may be terminated at any time during a probationary period as is deemed necessary by the Principal.

Suspension:

1. An employee may immediately be suspended when it has been established that he/she has violated written MACCS and/or funding source policies, or has engaged in criminal misconduct.
2. Suspension consists of a period during which the employee will not work and during which he/she will be in a non-pay status. No employee will be suspended for more than thirty days for any one offense.
3. The employee will be notified in writing with a letter containing the specific charge, effective date of suspension, length of suspension, and employee's appeal rights, if appropriate. An employee can be suspended on verbal notice, if such suspension is in the best interest of safety to him/herself or co-workers, or if other similar conditions exist but written notification must follow. This can be in the form of a certified, receipt requested letter through the U.S. Postal Service.

Paid administrative leave will only go into affect should a suspension require further investigation.

Termination for Cause:

The Principal determines all involuntary terminations, which can be done for reasons that include but are not limited to the following:

- a) Serious failure to abide by written MACCS or funding source policies.
- b) Use of alcoholic beverages or non-prescribed drugs on the premises of MACCS.
- c) Appearing for work under the influence of alcohol or drugs.
- d) Fighting or attempting to injure others.
- e) Non-performance of duties.
- f) Falsifying or misusing school records including applications.
- g) Conviction of any felony or serious misdemeanor crime.
- h) Theft of school equipment.
- i) Failure to meet the terms of probation including disciplinary probation.
- j) Unsatisfactory performance of designated job position.

XII. Termination and Discharge of Employment

A. Definitions.

1. Termination. In the case of a licensed employee, “termination” means on-renewal of a contract at the end of its term. For all other employees, “termination” means severing or ending the employment relationship.

2. Discharge. Discharge means to sever the employment relationship of licensed personnel or employees under contract before the end of the existing contract.

3. Just cause. Just cause refers to a reason for termination or discharge that is rationally related to an employee’s competence or moral turpitude or the proper performance of his/her duties and that is not in violation of the employee’s civil or constitutional rights.

B. Termination of Employees with Less than Three (3) Consecutive Years of Service.

1. MACCS may terminate an employee (licensed or non licensed) with fewer than three (3) years of consecutive service for any reason it deems sufficient.

a. Non-contract employees. Employees with three (3) years or less of consecutive service and who are not employed pursuant to a contract are “at-will” employees, that is, the employee may be dismissed from employment at any time and for any lawful reason the Head Administrator deems appropriate. A written notice of termination will be provided to the employee.

b. Contract employees. Contract employees with three (3) years or less of consecutive service; i.e., who have not been reemployed under a third consecutive contract, may be terminated by non-renewal of their contracts for any lawful reason the Head Administrator deems appropriate.

2. Protest Procedure for Employees with Less than Three (3) Consecutive Years of Service. For an employee of less than three (3) consecutive years who was terminated or whose contract was not renewed, there is no protest. A terminated employee may request a statement of reasons from the Head Administrator for his/her termination or non-renewal. Requests for an explanation will be made in writing and delivered to the Head Administrator no later than five (5) working days after receipt of the notice of termination or notice of non-renewal. Reasons for the Head Administrator’s decision will be provided to the employee within ten (10) days of receiving his/her request. The decision of the Head Administrator to terminate is final and not subject to appeal.

C. Termination/Discharge Policy for Employees with More than Three (3) Years of Consecutive Service

1. Non-Contract and Contract: No employee who has been employed by MACCS for three (3) years or more of consecutive service may be terminated or discharged except for just cause.

2. Protest Procedure. MACCS provides the following procedures for challenges to termination or discharge decisions for employees with three (3) or more years of consecutive service:

a. Request for Statement of Rationale. An employee who has been employed by MACCS for three (3) consecutive years and who receives a notice of termination or notice of non-renewal may request a written statement of the reasons for non-renewal. The employee must request that statement of reasons within five (5) working days from the date she receives the notice of termination. The Head Administrator shall provide the statement of reasons within five (5) working days from the request.

b. Statement before the Governing Council. If the employee requests an opportunity to make a statement to the Governing Council regarding the Head Administrator's decision to terminate, she must do so SIMULTANEOUSLY with the request for written reasons for the termination. The opportunity to present to the Governing Council will be granted, if within 10 working days after receiving the written reasons for termination, the employee submits a written statement to Governing Council which includes an explanation of why the employee believes that he/she was terminated for reasons that do not constitute just cause. In addition, the statement must include facts, supporting documentation and potential witnesses who will support the employee's position. Thereafter, the Governing Council will meet to hear the employee present the statement in no less than five (5) and no more than fifteen (15) working days after receipt of the employee's written statement of contentions.

c. Hearing on termination:

i. The employee and the Governing Council may have representation of their choice, but at their own expense.

ii. The hearing will be conducted in accordance with the provisions of the Open Meetings Act.

iii. A designee of the Governing Council will first state the reasons for termination and present the factual support for those reasons. The reasons will be limited to those first provided to the employee after his/her request for an opportunity to address the Governing Council.

iv. The employee will next state his/her reasons and factual support for contending that the termination was not for just cause. Those reasons and factual support must be the same as those provided in the employee's written response to the statement provided by the Principal.

v. The Head Administrator may offer such rebuttal testimony that she deems appropriate.

vi. Each party may question all witnesses.

vii. Only evidence presented at the hearing will be considered and the Governing Council is only required to consider that testimony it considers reliable.

viii. No record will be kept of the hearing.

ix. The Governing Council will notify the employee and the Principal of its decision in writing within five (5) working days from the conclusion of the meeting.

[Reference, NMSA 1978 §22-10A-24.]

d. Appeals – Arbitration on Termination. Either the terminated employee or other representatives of MACCS may appeal the decision of the Council. The matter will be appealed to an independent arbitrator who will hear all evidence as if presented for the first time. The arbitration process takes place as follows:

i. Timely Request. The employee must submit a request for an appeal in writing that states his/her reasons for the appeal to the President of the Governing Council within five (5) working days from the receipt of the Governing Council's written decision. The request for appeal must include a statement of facts supporting the basis for appeal. Failure to submit a timely appeal will bar the employee's objection to the decision of the Governing Council and will render the Governing Council's decision final.

ii. Selection of Arbitrator. The Governing Council and the employee will meet within ten (10) working days from the receipt of the employee's timely request for appeal to select an independent arbitrator. If they cannot make a choice, they will ask the presiding judge of the First Judicial District Court for the State of New Mexico to select an individual to hear the matter. The judge will make the selection within five (5) days of the request. The arbitrator selected must be experienced in MACCS employment matters and must have no financial, personal or other direct interest in the outcome of the proceeding.

iii. Scope of Arbitration. The arbitrator will hear all of the evidence presented and not be limited to a review of the Governing Council's decision. The issue before the arbitrator will be limited to whether the evidence presented demonstrates just cause for termination.

iv. Date of Arbitration. The arbitration will be held within thirty (30) working days from the date the arbitrator is selected. Notice of the hearing will be provided by the arbitrator, which will include the date, time and location of the hearing.

v. Rules of Arbitration:

(a) MACCS and the employee may have representation of their choosing, but at their own expense;

(b) Discovery will be limited to depositions and requests for production of documents on a time schedule to be determined by the arbitrator;

(c) The arbitrator has the power to issue subpoenas for witnesses and documents and to administer oaths;

(d) The New Mexico Rules of Civil procedure will not be strictly enforced, however, the rules will apply to the extent that both contentions and responses are amply and fairly presented;

(e) The Rules of Evidence will not strictly apply, but the arbitrator will permit either party to call and examine witnesses, to cross-examine witnesses and to introduce evidence. The arbitrator will require reasonable substantiation of statements and authentication of records where the accuracy or truth is in reasonable doubt;

(f) The Governing Council will have the burden to show by a preponderance of evidence that the employee was terminated for reasons that constitute just cause.

(g) If the Governing Council cannot show just cause, or the employee sufficiently rebuts the Governing Council's reasons, then the arbitrator will reverse the decision to terminate and order reinstatement of the employee;

(h) Either the employee or MACCS may record the proceeding at their own expense, but it will not constitute an official record for purposes of further appeal.

(i) Departures from these procedures are considered harmless unless the party can demonstrate prejudice.

(j) 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.

(k) Remedies. The only remedies available to an employee who has been reinstated by the decision of an arbitrator are: reinstatement; back pay, but subject to any scheduled salary increase to which the employee may be entitled; or, both, less an offset for any compensation received by the employee during the period the compensation was terminated; e.g., unemployment benefits.

(l) Binding Decision. Decisions by the arbitrator are final and binding on both MACCS 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 First Judicial District Court for the State of New Mexico.

(m) Costs/Fees. The employee and MACCS will pay their own fees, expenses and costs. The arbitrator can assign to either party or both parties the fees and costs of the independent arbitrator.

(f) Report to PED. MACCS required to report the terminations to the NMPED. [Reference NMSA 1978 §22-10A-25 (2003)]

D. Termination/Discharge Policy for Other Personnel Exempt From Protest Procedures:

In addition to employees who have less than three (3) consecutive years of employment, the rights to due process protests upon termination do not apply to the following MACCS personnel:

1. Certified MACCS instructors employed to fill the position of certified MACCS instructor entering military service;
2. Persons employed as licensed MACCS administrators;
3. Non-certified MACCS employees employed to perform primarily MACCS-wide management functions. [Reference, NMSA 1978 §22-10A-26 (2003)]

E. Discharge Policy for Contract Employees Discharged Prior to the end of their Contract Term. A contract employee may be discharged prior to the end of his/her contract term for just cause according to the following procedures:

1. Notification and Immediate Removal.
 - a. Notice of discharge. The Head Administrator will serve written notice (certified mail return receipt requested) or will arrange personal delivery retaining a receipt signed and dated by the employee, of intent to recommend to the Governing Council that the employee be discharged. Service otherwise consistent with the rule of civil procedure will be sufficient to complete service as meant by these provisions.
 - b. Stated reasons. The notice will include the reasons for the Head Administrator's recommendation that the employee be discharged along with a written description of the employee's right to a hearing before the Governing Council.
 - c. Immediate Removal. In the event that the Head Administrator determines that it is necessary to immediately remove the employee from the MACCS premises, the employee will be placed on paid

administrative leave pending the outcome of a hearing on the Head Administrator's decision to discharge.

2. Protest Procedure/Hearing. A contract employee who receives a notice of discharge may request a hearing before the Governing Council by giving the Head Administrator a written request for hearing within five (5) working days of receipt of the notice of discharge.

a. Date of hearing. If the employee timely notifies the Head Administrator that he/she is requesting a hearing on the decision to discharge, a hearing will be scheduled for no less than twenty (20) and no more than forty (40) working days after the Head Administrator receives the written election from the employee. The employee will have at least ten (10) working days prior notice of the hearing date.

b. Hearing Procedures:

i. MACCS and the employee may have representation of their choosing and at their own expense.

ii. Discovery will be limited to depositions and request for production of documents, which will be completed prior to the hearing.

iii. The Governing Council will have the authority to issue subpoenas for the attendance of witnesses and to produce documents and other evidence at the request of either party and will have the power to administer oaths.

iv. MACCS will have the burden of proving the just cause for discharge by a preponderance of the evidence. The evidence at hearing will be limited to the reasons as stated in the notice to the employee recommending the discharge.

v. MACCS will present its evidence first; the employee will present second; either party may present witnesses and introduce documents to prove their respective case.

vi. An official record must be kept of the preceding and the employee is entitled to one copy at the expense of MACCS.

vii. The Governing Council will render its written decision within twenty (20) calendar days of the conclusion of the hearing and deliver its decision to

the employee by certified mail return receipt requested or by personal delivery.

3. Appeal from Decision on Discharge: Arbitration. Either the discharged contract employee or a representative(s) of MACCS may appeal the decision of the Governing Council. The matter will be appealed to an independent arbitrator who will hear all evidence as if presented for the first time.

a. Request Appeal/Arbitration. To request an appeal the employee must state his/her reasons for the appeal in writing (“request for appeal”) and submit it to the President of the Governing Council within five (5) working days from the receipt of the Governing Council’s written decision. The appeal must contain a statement of the particular reasons the employee believes the Governing Council’s decision was incorrect and include a statement of facts supporting his/her decision.

b. Timely Appeal. Failure to submit a timely appeal will bar the employee's right to object to the decision of the Governing Council and will render the Governing Council’s decision final.

c. Selection of Arbitrator. The Governing Council and the employee will meet within ten (10) working days from the receipt of the employee’s request for appeal to select an independent arbitrator. If they cannot decide they will request the presiding judge of the Second Judicial District Court for the State of New Mexico to select an individual to hear the matter. The judge will make the selection within five (5) days of the request. The arbitrator selected will be experienced in MACCS employment matters. He/she will have no financial, personal or other direct interest in the outcome of the proceeding.

d. Scope of Review. The arbitrator will hear all of the evidence presented and not be limited to a review of the Governing Council’s decision. The issue before the arbitrator will be limited to whether the evidence presented demonstrates just cause for discharge.

e. Date of Arbitration. The arbitration will be held within thirty (30) working days from the date the arbitrator is selected. Notice of the hearing will be provided by the arbitrator, which will include the date, time and location of the hearing.

f. Arbitration Rules:

i. MACCS and the employee may have representation of their choosing, but at their own expense;

ii. Discovery is limited to depositions and requests for production of documents on a time schedule to be determined by the arbitrator;

iii. The arbitrator has the power to issue subpoenas for witnesses and documents and to administer oaths;

iv. The New Mexico Rules of Civil procedure will not be strictly enforced, however, the rules will apply to the extent that both contentions and responses are amply and fairly presented;

v. The Rules of Evidence will not strictly apply, but the arbitrator will permit either party to call and examine witnesses, to cross-examine witnesses, and to introduce evidence. The arbitrator will require reasonable substantiation of statements and authentication of records where the accuracy or truth is in reasonable doubt;

vi. The Governing Council will have the burden to show by a preponderance of the evidence that the reasons provided for recommended the employee's discharge constitute just cause;

vii. If the Governing Council cannot show just cause, or the employee sufficiently rebuts the Governing Councils reasons, then the arbitrator will find in favor of the employee;

viii. Either the employee or MACCS may record the proceeding at their own expense, but it will not constitute an official record for purposes of appeal; only the official record prepared by a certified court reporter will constitute the official record;

ix. Departures from these procedures are considered harmless unless the party can demonstrate prejudice;

x. 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;

xi. Final Decision. Decisions by the arbitrator are final and binding on both MACCS 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.

xii. Costs/Fees. The employee and MACCS 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.

xiii. Compensation after discharge. Payment of compensation to any certified MACCS instructor or certified administrator will terminate as of the date a final decision, provided by the Governing 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.

F. Phasing Out and Elimination of Positions/Reduction-in-Force/Furloughs. From time-to-time, it may be necessary to phase-out or eliminate certain job classifications or reduce the number of positions in a particular employment category. An orderly process will be established by the MACCS Reduction in Force Policy to guide such phase-out or reduction in force. A reduction in force carried out pursuant to MACCS' policy is just cause for termination or discharge. MACCS may also implement a voluntary or involuntary furlough if such measures are necessary due to budgetary constraints and can avoid a reduction in force. Any furlough implement shall be conducted according to MACCS policy.

G. Administrative Leave Pending Possible Disciplinary Action: If you are suspected of violating MACCS's policies, procedures, or work rules, you may be placed on administrative leave with pay pending an investigation of the situation. Administrative leave is not intended as punishment, but rather provided for the purpose of allowing a thorough and thoughtful investigation of a situation before a decision is rendered.

XIII. Employee Conduct

Purpose: To define the school policy regarding standards of personal conduct to be maintained by MACCS employees. Any violation of this section may be grounds for immediate termination as approved by the Principal.

A. General: General Rules of Conduct – Every employee of the MACCS will conduct him/herself in such a manner as to be a credit to the school.

B. Public Statements:

1. No employee of the MACCS should presume to speak for or on behalf of MACCS without the express prior approval of the Principal.
2. In matters relating to internal problems, disputes, etc., employees will refrain from making public statements or discussing situations with others until the school has had an opportunity to address the situation internally.
3. Failure to adhere to any of the above or following standards will be grounds for immediate dismissal.

C. The MACCS will ensure the health and safety of all children by providing trained staff that are continually alert to potential safety hazards and are constantly providing proper supervision in the indoor and outdoor learning environments. Staff will also ensure the health and safety of all children by closely supervising the use of all materials in these learning environments.

D. Child Abuse and Neglect Policy

MACCS is required by New Mexico State Laws and Federal Register Policy N-30-356-1-30 to report any case of suspected child abuse or neglect. These reports are made to the Children Youth and Families Department (CYFD) Child Protective Services (CPS) Centralized Intake.

In such cases the highest degree possible of confidentiality will be maintained to protect the integrity of the child and family (see Child Development Division Confidentiality Policy). MACCS will also cooperate fully with CYFD, CPS and local law enforcement officials when conducting an investigation not initiated by the program.

E. Standards of Dress:

Employees are expected to dress in a professional manner appropriate to their position and proper in respect to specific occasions. The employee is to avoid extremes in dress and maintain a clean and groomed appearance. The nature of the school is such that employees dress and conduct should serve as a model for the students and community.

F. Outside Employment:

1. Outside employment may be authorized provided it does not affect or interfere with the employee's assigned job responsibilities or detract from the employee's on-the-job performance.
2. Authorization for outside employment will be approved in writing by the Principal.
3. All requests for permission to engage in outside employment will be in writing and will state:

- a. the hiring organization
- b. the hours of work
- c. the reason for desiring such employment

4. Permission to engage in outside employment may be granted if such employment does not result in any of the following:

- a. impairment of on-the-job efficiency
- b. conflicts of interest
- c. unfavorable publicity or poor public relations

G. Acceptance of Rewards, Favors, Gifts, etc.:

No reward, favor, emolument, gift, or other form of remuneration in addition to regular compensation should be accepted by any employee for the performance or non-performance from any vendor, contractor, individual, or firm, or from any other source having or proposed to have relationship with the school.

H. Confidential Information:

Federal and/or state government instructions regarding confidentiality of student information shall be observed at all times.

I. Relations with Others:

Employees shall respectfully treat differences of opinion between themselves and their colleagues. Employees should express their complaints and dissatisfactions only to their supervisors/Principal so as not to create dissension among fellow employees. Wherever possible, employees will attempt to settle differences, disputes, etc., among themselves in a respectable and professional manner.

1. Employees shall treat all colleagues and clients without discrimination. Evidence of discrimination based on race, color, religion, national origin, age, physical or mental handicap, political affiliation, gender, or sexual orientation will be grounds for immediate dismissal.

2. Employees shall act to support rather than to obstruct colleagues in fulfillment of their responsibilities.

3. Employees shall hold themselves responsible and accountable for the quality and extent of the service they perform.

4. Employees shall treat colleagues in the Agency with the utmost respect. Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same, will not be tolerated.

5. Employees shall assume responsibility for sharing pertinent knowledge and information with colleagues.
6. Employees shall respect the privacy and the human dignity of all persons with whom they have contact.
7. Show courtesy, cooperativeness, diligence and tact in dealings with fellow workers, students, and the general populace. Obscene or abusive language toward any supervisor, employee, parent, or student; indifference or rudeness; any disorderly/antagonistic conduct on school premises shall result in immediate Reprimand.
8. Give full, efficient and industrious service so as to promote economical and effective accomplishment of school's goals and objectives. Participation in the following actions will give cause for Warning and/or Reprimand. Continued action may result in termination or non-renewal of employment.
 - a) Insubordination or refusing to obey instructions properly issued by the Principal pertaining to your work and/or refusal to help out on a special assignment when requested by the Principal.
 - b) Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of the Principal; stopping work before time specified for such purposes.
 - c) Failure to notify Principal of tardiness or absence of duty.
9. Safeguard such information, as he or she shall acquire which is of a confidential nature and refrain from disclosing any portion thereof, except in the manner and to the extent authorized.
10. Economically utilize, protect and conserve all the properties and equipment which are entrusted in him/her as an employee of the school. Failure to immediately report damage, or an accident involving school equipment may result in Warning/Reprimand.
11. It is the policy of MACCS that all employees shall have the right to work in an environment free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. No employee, either male or female, should be subject to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical. It is the responsibility of the employee to report allegations of harassment, sexually or otherwise, to his/her immediate supervisor immediately.

J. Drug and Alcohol Abuse

MACCS recognizes the need to provide a drug-free work environment in the interest of employees and public health and safety, and to ensure

public and students that those entrusted with the responsibility of performing and protecting the public rights, public safety, and services are “fit for duty” in an environment free of substance abuse.

K. No Smoking Policy

Employees shall follow state rules prohibiting smoking in the workplace. Employees may not smoke in the workplace or on workplace grounds; all offices and Agency vehicles shall be smoke free. During the work day, employees must leave campus to smoke and not be visible to students.

L. Workplace Violence

MACCS is committed to providing a safe working environment for its employees. The possession of weapons, as defined below, threatened violence, and verbal or physical assaults on MACCS property or during working hours are inconsistent with our commitment.

Definitions:

Assault

Physical and Verbal: any intentional physical contact which is intended to inflict injury to another person. Additionally, verbal abuse that creates a sense of fear to another person. Physical contact can be but not limited to: a punch, slap, kick, push, bite, or use of a weapon.

School Property

All property, facilities, land, buildings, structures, fixtures, installations, and motor vehicles whether owned, leased, or used by MACCS.

Search

Includes but is not limited to a visual inspection, physical inspection, or the use of a metal detector.

Weapon

Any object capable of causing bodily harm or death to another.

It is a violation of this policy to possess a weapon, threaten another individual with bodily harm, or verbally assault another individual at any time while on MACCS property; or during working hours, or while engaged in school business

XIV. Grievance and Appeals Procedures

A. Definitions:

Grievance: an action initiated by an employee resulting from the employee's

dissatisfaction with working conditions. The grievance procedure does not extend to termination and discharge actions, which appeal processes are prescribed by the new Mexico School Personnel Act, NMSA 1978 Sections 22-10A-1 et seq.

An adverse action taken by a supervisor will be reduced to writing and transmitted to the employee. The notification will contain all particulars of the adverse action, including the rights of the employee to request reconsideration and the right to submit evidence in support of the request.

Appeal: an employee's request to supervisors to reconsider an adverse action, which may include a full and impartial hearing, if requested.

Discrimination/Grievance Appeal: an appeal/grievance which is based on alleged discrimination due to age, gender, sex, race, religious beliefs, color, creed, national origin, political affiliation, physical or mental handicap, sexual orientation or any other areas so classified under civil rights or executive orders related to discrimination.

B. Procedures:

An informal grievance/appeal will be brought to the attention of the employee's immediate supervisor within seven (7) calendar days of the occurrence of the incident or action. The immediate supervisor will have ten (10) working days in which to attempt to resolve the informal grievance/appeal to the satisfaction of the employee and the supervisor. If the employee is not satisfied with the resolution, the employee will, within five (5) calendar days, formally request in writing that the Principal hear the grievance/appeal. The Principal will have fifteen (15) working days in which to review the grievance/appeal and to make a final administrative decision resolving the grievance/appeal. If the Principal's decision does not satisfy the employee or no decision has been rendered by the Principal within the fifteen (15) days, the employee may submit a written appeal to the Personnel Committee of the Governing Council, within five (5) calendar days of the Principal's decision or expiration of the 15-day period.

The Personnel Committee will have fifteen (15) working days in which to review documentation related to the matter and make a decision resolving the employee's grievance/appeal.

If the employee is not satisfied with the Personnel Committee's decision, the employee can take the grievance/appeal to the final step within MACCS and submit a written appeal to the full Governing Council within five (5) calendar days after receiving notice of the Personnel Committee's decision.

The Governing Council will have fifteen (15) working days in which to review the information and documentation submitted by the employee and the Principal related to the grievance/appeal and to make a final decision.

Note: The Governing Council reserves the right to hold a hearing and to identify parties who may be present for the hearing. The Governing Council also reserves the right to make a decision based on the information submitted by the employee and the Principal without a hearing.

Throughout the grievance process, all documentation related to the grievance/appeal will be forwarded to appropriate individuals from one step to the next. Copies of documentation, materials, etc., will be made available to the grievant and to the party whose action/decision is grieved/appealed.

Further, any decision/resolutions made in will be put in writing and made a part of the employee's personnel file.

C. Discrimination:

An employee who feels that an adverse personnel action has been taken against him/her based on discrimination, will have the right to elect to utilize the "complaint procedure" identified in the Affirmative Action Plan.

XV. Activity Vehicle

The MACCS Activity Vehicle is solely for transportation to and from school functions, events, "on location" film projects, and/or any other type of school-related activity requiring the use of said vehicle.

Drivers shall be licensed employees of MACCS and hold a current driver's license and insurance coverage. Drivers shall not have received a driving citation or had a driving accident within three years of driving the MACCS activity vehicle.

Drivers must have completed 6) hours of CPR Training and may have completed 6) hours of Vehicle Operation Training and Safe/Defensive Driving.

All drivers must have no adverse health conditions that could be unsafe for transporting students.

All vehicle use is at the discretion of the Principal

XVI. Amendments:

This policy is the official policy statement of MACCS.

Amendments may be recommended at any regular meeting of the MACCS Governing Council. An amendment may be passed by two-thirds (2/3) of the members of the Governing Council at any regular meeting.

