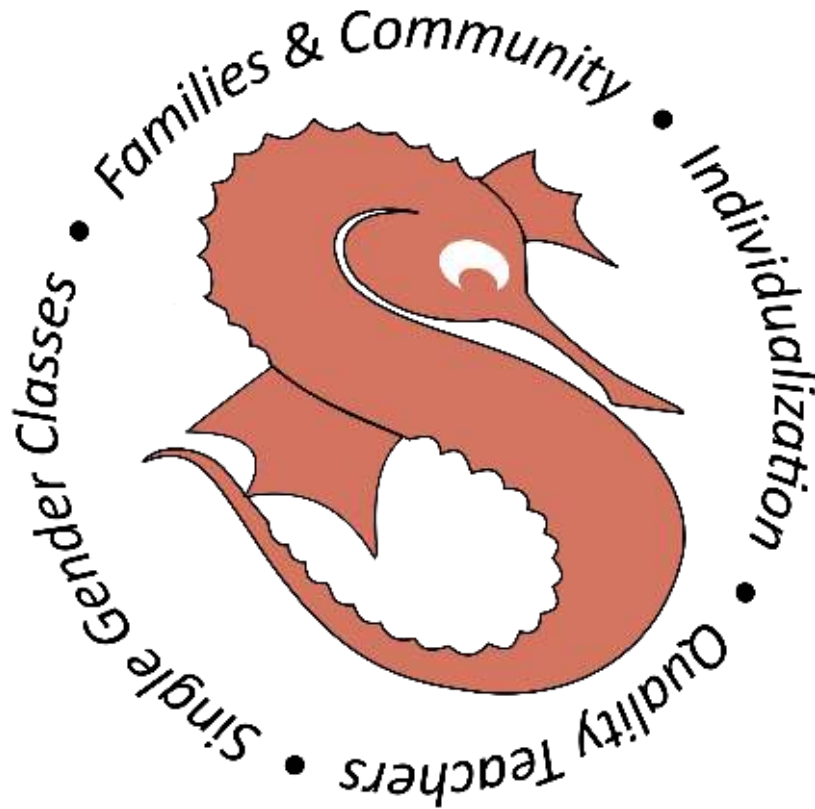


# **Coral Community Charter School Employee and Staff Handbook**



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## **I. OVERVIEW OF CORAL COMMUNITY CHARTER SCHOOL**

### **A. MISSION**

The mission of Coral Community Charter School is: Coral Community Charter School will serve Albuquerque students, Pre-Kindergarten –fifth grade, who choose to attend. We are dedicated to providing single-gender classes, quality instruction, individualization, and family/community involvement to ensure students' proficiency.

### **B. WHAT CCCS EXPECTS FROM YOU**

Your first responsibility is to perform the duties assigned to you promptly and correctly. You are also expected to cooperate with management and your fellow staff. How you interact with fellow staff and those whom CCCS serves, and how you accept direction can affect the success of your department. You are expected to regularly check Bloomz, emails, and other technology platforms to stay informed on any updates from the Leadership staff regarding school operations. In turn, the performance of one department can impact the entire service offered by CCCS. Whatever your position, you have an important assignment: perform every task to the very best of your ability. We are dedicated to making CCCS an organization in which you can approach administration to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of CCCS. We are all working for the success of CCCS and to support student success, so please communicate with each other and with management.

Coral Community Charter School is an oasis in the desert. In this oasis, we believe each student is unique, just like our mascot who lives in coral reefs, the seahorse – no two are ever alike! . Just as the seahorse thrives in good conditions, our students thrive through individualized education and single gender classrooms so students can focus on their academic learning and develop strong social skills. Our staff provide quality instruction, encourage family and community involvement, and strive to meet the needs of all learners. You are expected to support the main four pillars of CCCS of Single Gender Classes, Individualization, Quality Instruction, and Families & Community.

We encourage all staff to bring forward their suggestions and good ideas about how CCCS can be made a better place to work and our service to families enhanced. When you see an opportunity for improvement, please talk it over with the Executive Director. She can help you bring your idea to the attention of the people of CCCS who may be responsible for implementing it. All suggestions are valued.

### **C. PURPOSE OF THIS HANDBOOK**

The purpose of this handbook is to provide requirements of employment, as well as information. This handbook covers a broad range of topics. If you have questions, please see the Executive Director or CCCS Human Resource Representative.

## **II. EMPLOYMENT POLICIES**

### **A. EQUAL EMPLOYMENT OPPORTUNITY**

CCCS is an equal opportunity employer committed to maintaining a non-discriminatory, diverse work environment. CCCS does not discriminate against any person on the basis of race, color, religious creed, age, sex, national origin or ancestry, mental or physical disability, medical condition, status as a Vietnam-Era or disabled veteran status, military service, sexual orientation, spousal affiliation, marital status, gender identity or any other basis protected by federal, state or local law. This policy covers all programs, services, policies, and procedures of CCCS.

### **B. EMPLOYEES WITH DISABILITIES**

In accordance with the Americans with Disabilities Act (ADA), CCCS does not discriminate against any "qualified individuals with a disability." Individuals qualify for employment if they meet the educational, skills, and experience requirements of a position and can perform the essential functions of the job with or without a reasonable accommodation. Individuals have a disability if they have an impairment that impacts a major life function such as caring for one's self, performing manual tasks, walking, hearing, seeing, speaking, breathing, learning, or if the impairment otherwise impacts an individual's ability to perform a class of jobs or broad range of jobs.

If you believe that you have been unlawfully discriminated against because of a disability, you should discuss the matter with the Executive Director or the HR Representative and/or follow the complaint procedure described below.

## C. ANTI-HARASSMENT/DISCRIMINATION POLICY

CCCS is committed to providing a work place that is free of discrimination or harassment. Every staff member is expected to treat his or her co-workers, visitors, students and guests professionally and respectfully.

Each staff member is required to familiarize him/herself with this Anti-Harassment/Discrimination Policy, reporting obligations and procedures. If you have any questions about CCCS's policy, please contact the Executive Director.

### 1. NO TOLERANCE HARASSMENT/DISCRIMINATION POLICY

1. CCCS is committed to creating a workplace free of discrimination and harassment. Both the law and CCCS prohibit any form of discrimination and/or harassment based on race, color, religious creed, age, sex, national origin or ancestry, mental or physical disability, medical condition, military service, sexual orientation, spousal affiliation, marital status, gender identity or any other basis protected by federal, state or local law. This policy applies to all employees, contract workers, consultants, vendors, students, parents and guardians, visitors and guests, or any other people doing business with or for the CCCS. It is in effect not only at CCCS's primary site but during all CCCS sponsored functions.

2. **HARASSMENT.** Harassment means to create an unpleasant or hostile situation especially by uninvited and unwelcome verbal or physical conduct.

**A. SEXUAL HARASSMENT.** Sexual harassment may include:

- 1) requests for sexual favors;
- 2) sexual advances
- 3) persistent or unwelcome flirtation or requests for dates, especially if the behavior continues after a clear objection has been made;
- 4) sexually motivated inappropriate conduct such as facial expressions or body language, leering, making sexual gestures or actual touching, kissing, impeding or blocking another's movements;
- 5) displaying sexually suggestive objects, pictures or cartoons;
- 6) demands to submit to sexual requests in order to maintain employment or avoid some employment-related loss (e.g. salary), and offers of job benefits or favors in return for sexual favors; AND/OR
- 7) intimidation and hostility directed to an individual because of sex
- 8) or explicit or degrading verbal, written or electronic comments of a sexual nature, such as comments about an individual's body or dress.

This list is not exhaustive and applies to conduct by co-workers, supervisors, volunteers and others invited to the CCCS premises. Sexual harassment can apply to conduct in any work-related setting outside the work place as well.

### **B. OTHER HARASSMENT**

Other prohibited harassment includes verbal or physical conduct which degrades or shows hostility or aversion toward an individual for any reason. Conduct similar to that described above as sexual harassment and discrimination is unlawful. For example, verbal conduct such as epithets, jokes based on ethnicity, age-related derogatory comments, foul or obscene language or racial slurs.

C. Unlawful harassment does not only affect the people directly involved. Harassment may be experienced and reported by anyone observing the harassing behavior even if it is not directed at him or her.

### 3. DISCRIMINATION

A. Discrimination is negative behavior toward an individual or group of individuals based on race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or

- mental handicap or serious medical condition.
- B. Discrimination in any form will not be tolerated at CCCS.

#### **4. EMPLOYEE RESPONSIBILITIES**

- A. All staff members of CCCS are responsible for taking appropriate action to prevent and eliminate harassment and discrimination at CCCS. CCCS encourages you to report the conduct immediately. In addition, if you observe discrimination or harassment of another staff member, student, visitor or guest, by a fellow staff member, report the concern immediately.

#### **5. REPORTING COMPLAINTS**

- A. If you experience or observe harassment or discrimination you should bring your concerns directly to CCCS's Executive Director, the CCCS counselor or the HR Representative. Your complaint will be promptly investigated by the individual to whom you reported or a third-party investigator, if appropriate.

#### **6. NO RETALIATION**

- A. CCCS will not tolerate retaliation or reprisals of any type against any staff member who complains of harassment or provides information in connection with any such complaint. Retaliation is considered to be misconduct and grounds for disciplinary action, up to and including discharge.

#### **7. COMPLAINT PROCEDURE, INVESTIGATION AND RESPONSE**

- A. Complaints may initially be made verbally or in writing.
- B. Normally, an investigation will include interviews with the complainant, and the alleged offender (who will be told of all of the allegations against him or her) and all witnesses or other relevant persons as necessary to establish the facts. All staff member-witnesses, the complainant, and the alleged offender are expected to cooperate in the investigation. Failure to cooperate or deliberately providing false information during an investigation, including in complaint itself, will be grounds for disciplinary action, up to termination or discharge. Other individuals, such as a third-party investigator, may be involved to resolve the complaint. The investigator will collect and review all relevant documents.
- C. CCCS will investigate every report of harassment or discrimination. In conducting an investigation, CCCS will respect the privacy of all concerned; however, complete confidentiality may not always be possible because of the need to conduct a complete and thorough investigation.
- D. When the investigation is finished, the investigator will inform the parties of the results of the investigation. If the investigation results in a finding of discrimination and/or harassment, then the supervisor will determine the appropriate disciplinary action up to and including termination or discharge of the employee. The supervisor will inform the complainant and the alleged offender of the outcome of the investigation and his/her proposed disciplinary action.
- E. Appeal. If the complainant or alleged offender is not satisfied with the outcome of a discrimination complaint, either employee may appeal that decision to the CCCS Governing Council or to a neutral third party, whichever is deemed appropriate by the Executive Director under the circumstances. The employee appealing the supervisor's decision must submit a written appeal to the Executive Director with copies to the other party within five (5) working days of the determination date. The non-appealing party and supervisor of the appealing party has the option of submitting written materials in support of their respective

positions within three (3) working days from the date they receive the appealing parties' appeal.

- F. Final Decision. The Governing Council or neutral third-party will inform the complainant/respondent of the appeal decision in writing within ten (10) working days from the date the appeal was submitted. This is the final level of review in the internal complaint process. The time lines set forth in this policy may be waived or extended by the Governing Council.

#### **D. RELIGIOUS ACCOMMODATION**

Sometimes individuals hold religious beliefs or conduct religious practices that conflict with their work schedules or assigned responsibilities. CCCS will attempt to provide a reasonable accommodation for religious beliefs and practices of such individuals if to do so does not impose an undue hardship for the employee's department, or interfere with the employee's ability to perform the essential functions of the position. If you would like to request reasonable accommodation based on your religious beliefs, you should contact the Executive Director or the HR Representative. You may be asked to provide appropriate documentation to support your request.

#### **E. EMPLOYEE BACKGROUND CHECK**

Prior to becoming an employee of CCCS, a comprehensive background check consisting of prior employment verification, professional reference checks, education licensure and certification confirmation, and a criminal background check is conducted in accordance with applicable laws. This background check must be conducted every 24 months.

#### **F. IMMIGRATION LAW COMPLIANCE**

All offers of employment are contingent upon verification of your right to work in the United States. You will be asked to provide original documents verifying your right to work and, as required by federal law, to sign a Federal Form I-9, "Employment Eligibility Verification Form." If you at any time cannot verify your right to work in the United States, CCCS will be obliged to terminate your employment.

#### **G. PERSONNEL RECORDS**

The responsibility of handling personnel records and related personnel administration functions at CCCS has been assigned to the HR Representative. Questions regarding insurance, wages, and interpretation of personnel policies may be directed to him or her. The Executive Director (or designee) is responsible for overseeing the record keeping for all personnel information. Employees have a responsibility to ensure their personnel records are up to date and should notify the HR Representative in writing of any changes in name; address; contact phone numbers; marital status (for benefits and tax withholding purposes only); number of dependents (for benefits and tax withholding purposes only); addresses and telephone numbers of dependents and spouse or former spouse (for insurance purposes only); beneficiary designations if applicable; and emergency contact information. If you have a change in any of these items, please contact your HR Representative as soon as possible and he or she will provide you with the necessary forms.

1. Contents of File. In addition, an employee's personnel file may contain the following information:
  - a. Complete application for employment along with verification of qualifications for the position as outlined in job description;
  - b. Professional license;
  - c. Official transcript;
  - d. Employee's contract;
  - e. Signed Job description;
  - f. Pre-employment references;
  - g. Signed acknowledgment that the employee has received the employee policies handbook, including acknowledgements that employee has received and understands policies on child abuse and neglect, confidentiality, equal

employment opportunity; drug free workplace, conflicts of interest, employee complaints and problem solving, termination and discharge, employee discipline, email and computer usage, the employee code of conduct and confidentiality.

- h. Performance appraisals;
  - i. Documented attendance at educational and training programs, including in-service courses and orientation;
  - j. Any complaints, allegations, inquiries or findings of student abuse or neglect; warnings or disciplinary actions;
  - k. Documentation of equipment issued to employee: keys, pagers, cell phones, etc.
2. Separate File. The following records will be maintained in a separate file, apart from the personnel file, for each employee:
- a. Employment medical records;
  - b. INS (Immigration and Naturalization) I-9 Form;
  - c. Workers' compensation records;
  - d. Health records;
  - e. Drug testing records.
  - f. fingerprint results/background check results
3. Inspection of Personnel File. Employees may inspect their own personnel records in the presence of the Executive Director (or designee). Such inspection will be scheduled at a mutually convenient time. Employees who feel that any file material is incomplete, inaccurate, or irrelevant may submit a written request to the Executive Director (or designee) that documentation to correct such materials be added to personnel files.

## **H. WORK SCHEDULE:**

### **1. BUSINESS HOURS**

CCCS generally operates from 7:30 am until 3:30 pm. Work schedules are determined by the Executive Director. Please consult with the Executive Director if you have any questions concerning your work schedule.

### **2. CLASSROOM COVERAGE**

Students must be supervised at all times and are never left unattended. If you need to leave your classroom or work station, you must contact the Executive Director so adequate coverage can be arranged. If you need to leave the campus for any reason, you are required to notify the Executive Director, sign out at the front desk, and sign back in upon returning.

### **3. ABSENCE OR LATENESS**

If you are unable to report to work, or if you will arrive late, you are required to contact the office before 7:00 am. If you know in advance that you will need to be absent, you must request this time off directly from the Executive Director. Leave Requests must be entered into AptaFund by the end of the business day or before the day of absence. If you are absent because of an illness, the Executive Director may require that you submit a written statement from your health care provider stating that you are able to resume your employment responsibilities. Unauthorized absences, lateness, or leaving campus may lead to disciplinary action, including possible termination or discharge.

### **4. SEVERE WEATHER AND EMERGENCY CONDITIONS**

In the event of severe weather conditions or other emergencies, CCCS will follow the delays and closures of Albuquerque Public Schools.



### **III. WAGE AND SALARY POLICIES**

#### **A. CCCS – AN EQUAL OPPORTUNITY EMPLOYER**

Staff member compensation will be structured to attract, motivate, retain, and reward high quality personnel to effectively carry out the objectives of CCCS without regard to race, color, ancestry, religion, age, sex, national origin, disability, medical condition, status as a veteran, sexual orientation, spousal affiliation, gender identity or any other basis protected by federal, state or local law.

#### **B. PAY PERIODS**

All employees are paid twice a month by direct deposit and payments are prorated according to the services rendered and to insure 24 checks throughout the calendar years. See the approved Budget Calendar for the current pay dates. Your check will reflect your compensation for that pay period, less required payroll deductions. If you were hired after a payroll deadline (check with your supervisor), your first paycheck will be delayed until the second payday after you started work. You will be issued pay checks every two weeks or 24 times per year.

Your deductions will be itemized on your payroll stub. You should review your paycheck stub carefully each payday. If, at any time, you have any questions about the amounts shown on your paycheck or how they are calculated, you should contact the Business Manager. If you have been overpaid, and it is later discovered, you will be required to return the overpayment in full to CCCS

#### **C. BASIS FOR DETERMINING PAY**

The CCCS Governing Board adopts a salary schedule each year based upon license level, education, experience, and legislative mandates.

#### **D. SALARY INCREASES**

CCCS Governing Council shall set the salary schedule based on the CCCS's annual budget. A licensed employee's salary will conform to or exceed the New Mexico Public Education Department's (NMPED) mandated three-tier license, salary schedule. Any salary increase may be based on the salary schedule, individual qualifications, and/or legal mandates. The Declaration of Advancement form must be completed by January 31<sup>st</sup> to inform CCCS of advancement for the subsequent fiscal year. All supporting documentation required for licensure advancement must be provided to CCCS no later than June 30<sup>th</sup> in order to be used for the employee's contract in the subsequent fiscal year. No contract adjustments for licensure level or hours can be made after the start date of an employee's contract.

#### **E. DIRECT PAYROLL DEPOSIT**

- a. Direct payroll deposit is the automatic deposit of your pay directly into a financial institution account. Contact the HR Representative for details and the necessary authorization forms. This is a benefit we provide for your convenience.

#### **F. MANDATORY DEDUCTIONS FROM PAYCHECK**

Federal, state and local income taxes and your contribution to Social Security and New Mexico Educators retirement system will be deducted from your pay check as required by law. These deductions will be itemized on your check stub. The amount of the deductions will depend on your earnings and on the information, you furnish on your W-4 form regarding the number of exemptions you claim. If you wish to modify the number of deductions, please request a new W-4 form from the Business Manager. Only you may modify your W-4 form. Verbal or written instructions are not sufficient to modify withholding allowances. We advise you to check your pay stub to ensure that it reflects the proper number of withholdings. Other mandatory deductions from your paycheck may include court-ordered garnishments or support deductions if applicable. If CCCS receives a court order mandating that your pay be garnished, you will be notified and provided a copy of the order. CCCS will comply with the court order until such time as you provide a subsequently dated and signed court order directing CCCS to cease making the deduction from your pay check.

#### **G. REIMBURSEMENT FOR TRAVEL AND EXPENSES**

Staff members will be reimbursed for authorized travel and per diem expenses pursuant to the New Mexico Per Diem and Mileage Act and accompanying regulations. You must obtain prior written authorization for expenditures for which you expect to be reimbursed for by CCCS. Failure to follow the appropriate procedures **prior** to incurring an expense, for which you want to be reimbursed, may result

in a denial of your request for reimbursement. If you expect to travel, please make arrangements for reimbursement with the Executive Director before incurring costs to be sure your travel is covered by the Per Diem and Mileage Act.

## **H. EMPLOYMENT CLASSIFICATIONS**

Your position at CCCS is classified as either regular full-time, part-time or short-term. In addition, you are classified as either **non-exempt** or **exempt**. Certain policies and procedures outlined in this Handbook may apply differently to you depending on how your job position is classified. If you have a question concerning applicability of any particular provision, contact the Executive Director or the HR Representative prior to signing the receipt for this Handbook.

### **1. NON-EXEMPT AND EXEMPT EMPLOYEES**

- a. At the time you are hired or you transfer to a new position, you will be classified as either "exempt" or "nonexempt." This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty (40) hours per workweek.
- b. Exempt employees are Executive Director, business managers, teachers, counselors, social workers, and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws.

### **2. FULL-TIME EMPLOYEES**

- a. An employee, who works 40 hours per week, is considered a full-time employee.

### **3. PART-TIME EMPLOYEES**

- a. An employee who is regularly scheduled to work less than 40 hours per week is considered a part-time employee. If you are a part-time employee working less than 25 hours per week, you are not eligible for the employee benefits described in this Coral Community Charter School Employee Handbook. The New Mexico Public School Insurance Authority sets the benefits rates and percentages paid by the employee and employer based on salary.

### **4. OVERTIME PAY**

- a. If you are a non-exempt employee, you will be paid overtime in accordance with state and federal laws. Any overtime must be approved in advance by your supervisor; failure to obtain authorization prior to working overtime may result in disciplinary action. For purposes of determining overtime pay, CCCS's work week shall be from 12:00 a.m. Monday until 11:59 p.m. Sunday.

### **5. COMPENSATORY TIME**

- a. CCCS does not award compensatory time off.

## **IV. PERFORMANCE**

### **A. PERFORMANCE REVIEWS**

The Executive Director will follow all applicable laws and policies when conducting performance reviews for all licensed and certified personnel. The performance review will be conducted collaboratively between the Executive Director and the employee. The CCCS's Executive Director will be evaluated no less frequently than once per year by CCCS's Governing Council.

During a formal performance review the Executive Director may cover the following areas:

1. The quality and quantity of your work.
2. Strengths and areas for improvement.
3. Initiative and teamwork.

4. Attendance.
5. Customer service orientation.
6. Problem solving skills.
7. Ongoing professional growth and development.

## **V. STANDARD OF CONDUCT**

Educational professionals are required to comply with the New Mexico Code of Ethical Responsibility of the Education Profession. 6.30.9 NMAC. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed below, please see the Executive Director for an explanation.

### **A. SMOKING**

The use of tobacco, or tobacco products at CCCS or any CCCS sponsored functions, events or activities is prohibited for students, faculty, volunteers, and staff.

### **B. COMPUTER SOFTWARE**

CCCS licenses the use of computer software from a variety of outside companies. CCCS does not have the right to reproduce the software or to grant licenses for other users. Staff Members shall use the software only in accordance with the software publisher's license agreement. As a rule, do not download CCCS purchased software on any other computer without verifying the right to do so. Illegal reproduction of software can subject a Staff Member to civil damages and criminal penalties, including fines and imprisonment. In addition, violation of this policy may result in disciplinary action up to and including discharge or termination from your employment.

### **C. EMPLOYEE TECHNOLOGY ACCEPTABLE USE POLICY**

CCCS provides technology resources and business equipment to its staff for educational and administrative purposes. This Policy governs the use of business equipment, computers and telephonic communication systems, including e-mail, Internet and Internet systems (collectively referred to as technology resources). The use of CCCS technology resources is a privilege granted to staff members for the enhancement of job-related functions. Violation of this Policy may result in disciplinary actions.

CCCS does not attempt to articulate all possible violations of this policy. In general, users are expected to use CCCS computers and computer networks in a responsible, polite, and professional manner. Users are not allowed to:

1. Knowingly send, receive, or display sexually oriented images, messages, or cartoons.
2. Knowingly or recklessly send, receive, or display communications that ridicule, disparage, or criticize a person, a group of people, or an organization based upon race, national origin, sex, sexual orientation, age, disability, religion, or political beliefs or for any other reason.
3. Knowingly send, receive, or display communications that demean, threaten, insult, harass, or defame others.
4. Knowingly send, receive, or display communications that disparage or berate CCCS, Governing Council member, or staff members, or diminish staff productivity and/or professionalism.
5. Violate any local, State, or Federal statute or regulation including, but not limited to copyright laws.
6. Solicit, endorse, or proselytize others for commercial ventures, outside organizations, or religious, social, or political causes.
7. Disrupt, disable, damage, or interfere with services, equipment, or other users.
8. Access, assist, or allow others to access equipment, files, passwords, user codes, or information

without authorization.

9. Use CCCS computers for personal business.

CCCS reserves the right to review, audit, intercept, access, and disclose all matters placed on CCCS technology resources, as business conditions and/or security considerations warrant, without notice, during or after staff working hours. The use of a CCCS provided password by a staff member does not restrict CCCS's right to access electronic communications. While CCCS does not regularly monitor electronic communications it reserves the right to do so without notice. Because CCCS reserves the right to access and monitor the use of CCCS's technology resources, no staff member should have any expectation of privacy in connection with the use of this equipment or the transmission, receipt, or storage of information in such equipment, whether the information is personal or CCCS related.

#### **D. DRESS CODE AND PERSONAL APPEARANCE**

Staff are expected to be suitably attired and groomed during working hours or when representing CCCS. Staff members who violate dress code standards may be subject to disciplinary action.

#### **E. DRUG-FREE WORKPLACE POLICY**

Staff Members who work while under the influence of alcohol or drugs present a safety hazard to themselves, their co-workers and students. In addition, Staff Members who work under the influence of alcohol or drugs threaten CCCS's reputation and integrity. CCCS policy is to create a drug-free workplace in accordance with the Drug Free Workplace Act. The unlawful manufacture distribution, dispensation, possession, sale or use of a controlled substance in the workplace or while engaged in school business off premises are strictly prohibited.

#### **PROHIBITION AND STANDARDS**

1. General Prohibition. No staff member or student will unlawfully possess, use, distribute, dispense, manufacture or be under the influence of alcohol or drugs while on CCCS grounds; at CCCS sponsored or supervised activities (e.g., field trips); in any CCCS owned, leased or used vehicle; while engaged in or going to or from CCCS activities; or, while attending a CCCS related activity (e.g., workshop).
2. Definition of Drug. For purposes of this policy, the term "drug" will include any "illicit drug," "controlled substance," "intoxicating substance," "inhalant," "counterfeit substance," "look-alike substance," "marihuana," "cannabis," "opiate," "hallucinogen," "narcotic," or other unlawful drug for purposes of federal or state law including, but not necessarily limited to the Drug-Free Workplace Act, the Drug-Free Schools and Communities Act Amendments, the U.S. Controlled Substances Act and the New Mexico Controlled Substances Act. NMSA 1978 §§30-31-1 et seq.
3. Exceptions. This policy is not intended to prevent possession of a controlled substance if it was obtained directly pursuant to a valid prescription or order including medical cannabis, from a physician, dentist or other person duly licensed, registered, or otherwise permitted under federal and state law to distribute or dispense the substance in the course of professional practice. If a staff member is taking prescribed or over-the-counter medication that may affect work performance, this information should be immediately reported to the Executive Director or her designee.
4. Conditions of employment. As a condition of employment, each staff member will abide by the terms of this drug-free workplace policy. Every staff member is required to notify the Executive Director of any criminal drug conviction or plea of no contest for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Where a staff member violates the terms of this policy or is convicted of violating a criminal drug statute for an offense occurring in the workplace, the staff member will be subject to sanctions, consistent with law and policy, which may include either

appropriate personnel action against the staff member, up to and including termination; or, a requirement that such staff member satisfactorily participate in a drug-abuse assistance or rehabilitation program approved for such purpose by a federal, state or local health agency, law enforcement or another appropriate agency. The staff member will be responsible for all uninsured costs associated with any such program.

## **F. ACCEPTANCE OF GIFTS**

Advance approval from the Executive Director is required before a staff member may solicit a gift on behalf of CCCS. CCCS staff members are not to receive payment for tutoring, counseling, advising or providing services related to special programs from any student assigned to their classroom or other CCCS functions.

## **G. EMPLOYMENT OF RELATIVES**

If you and members of your immediate family are employed by CCCS, one may not supervise the other nor work in the same department. If the staff members are unable to develop a workable solution, the Executive Director will decide which staff member may be transferred in such situations. Immediate family members include the staff member's spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, granddaughter, grandson, daughter-in-law, son-in-law, step-parent, domestic partner brother, sister, brother-in-law, sister-in-law, daughter or son of the staff member's spouse or domestic partner, and any relative living in the household of the staff member or domestic partner. Should two staff members who work together or supervise each other enter into a personal, non-work-related relationship, one or both staff members may have to be transferred.

No person who is the immediate family member of the Executive Director may be employed by CCCS unless approved by the governing council. The Governing Council may not hire an Executive Director who is the spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, or brother-in-law of any member of the Governing Council.

## **H. CONFIDENTIALITY**

As a staff member of CCCS, you may learn confidential information about students, other staff members or CCCS business (together referred to as “confidential CCCS information”). During and after employment with CCCS, confidential CCCS information may not be shared with non-staff members of CCCS. Violation of this Policy may result in disciplinary action up to and including termination or discharge.

Only the Executive Director or his/her designee can make decisions about releasing confidential personnel information. Most banks, credit agencies, or other parties requiring employment information will provide you with an appropriate form. You must provide a written and signed authorization form to the school, before CCCS will release your personal information.

CCCS protects staff members' confidentiality and expects the staff members to protect confidential CCCS information as well. No one should provide any information about a staff member and must refer any phone calls seeking such information to Executive Director or HR Representative.

## **I. BASIS FOR CONDUCT-RELATED DISCIPLINE**

The following is a list of unacceptable activities that can result in disciplinary action, up to and including discharge or termination. This list should not be considered exhaustive.

1. Violation of any CCCS policy.
2. Violation of security or safety rules or failure to observe safety rules or CCCS safety practices.
3. Negligence or any careless action which endangers the life or safety of another person.

4. Being intoxicated or under the influence of a controlled substance, including alcohol, while at work; use, possession or sale of a controlled substance in any quantity while on CCCS premises, except medications prescribed by a physician to the staff member in possession and which do not impair work performance.
5. Unauthorized possession of dangerous or illegal firearms, weapons or explosives on CCCS property or at any CCCS sponsored event.
6. Engaging in criminal conduct or acts of violence or making threats of violence toward anyone on CCCS premises or when representing CCCS; fighting, or provoking a fight on CCCS property.
7. Insubordination or refusing to obey reasonable instructions or directives issued by your supervisor while at work; unreasonably refusing to help out on a special assignment.
8. Threatening, intimidating or coercing fellow staff members on or off the premises at any time, for any purpose.
9. Intentional or negligent destruction of or damage to CCCS property, or the property of fellow staff members, customers, suppliers, or visitors in any manner.
10. Theft or unauthorized possession of CCCS property or the property of fellow staff members; unauthorized possession or removal of any CCCS property, including documents, from the premises without prior permission from administration; unauthorized use of CCCS equipment or property for personal reasons; using CCCS equipment for personal profit or business.
11. Dishonesty; falsification or misrepresentation on your application for employment or other work records; untruthfulness about sick or personal leave; falsifying reason for a leave of absence or other data requested by CCCS; unauthorized alteration of CCCS or student records or other documents.
12. Engaging in behavior which creates discord and lack of harmony; interfering with another staff member's ability to perform his/her job; restricting work output or encouraging others to do the same.
13. Immoral conduct or indecency on CCCS property.
14. Conducting a lottery or gambling on CCCS premises or when using CCCS property and/or equipment.
15. Unsatisfactory or careless work, failure to meet work productivity or work quality standards.
16. Any act of harassment as described above.
17. Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your supervisor; stopping work before time specified for such purposes.
18. Sleeping during working hours.
19. Excessive use of CCCS telephones for personal calls.
20. Smoking on CCCS property, at CCCS events, or in CCCS vehicles.
21. Creating or contributing to unsanitary conditions.
22. Failure to report an absence or late arrival; excessive absence or lateness.

23. Obscene or abusive language toward any supervisor, staff member, parent, or student; indifference or rudeness; any disorderly/antagonistic conduct on CCCS premises.
24. Speeding or careless driving of vehicles where CCCS students or staff are present.
25. Failure to immediately report damage to, or an accident involving, CCCS equipment or property.
26. Unauthorized soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another staff member on CCCS premises.
27. Failure to use required timesheets, alteration of your own timesheet or records or attendance documents, punching or altering another staff member's timesheet or records, or causing someone to alter your timesheet or records.
28. Any other act or omission which impairs or restricts the ability of CCCS to provide a safe and healthy environment for staff members and students.

## **J. DISCIPLINE PROCESS**

A number of tools are utilized to motivate, correct, and/or discipline staff members, including, but not limited to verbal and written warnings, suspensions, and discharge or termination as determined to be appropriate in each individual circumstance.

If your work performance is unsatisfactory or if your conduct on the job becomes a problem, your supervisor may counsel you and work with you to help resolve the issues. You may initiate this counseling as well.

THE EXECUTIVE DIRECTOR RESERVES THE RIGHT TO DISCIPLINE AN STAFF MEMBER BY TAKING WHATEVER ACTIONS, AT HIS/HER SOLE DISCRETION, DEEMS TO BE APPROPRIATE AND IN THE BEST INTERESTS OF THE CCCS, UP TO AND INCLUDING TERMINATION OR DISCHARGE.

In some cases, it may be necessary to protect the safety and security of the workplace by suspending or placing the involved staff members on administrative leave in order to remove them from the workplace pending investigation into the conduct or incident

## **K. GRIEVANCE PROCEDURES**

The purpose of this Policy and these Procedures is to provide for the reporting and resolution of employment-related concerns of the staff members of CCCS.

### **1. DEFINITIONS**

- (a) "Grievant" means a staff member who is personally and directly affected by a condition for which he or she seeks a resolution.
- (b) "Grievance" means an allegation by a staff member that the treatment he or she has received is unfair or improper, or that there has been a violation of CCCS policy, applicable laws, or procedures that directly and adversely affect the grievant. A single grievance may be submitted jointly by more than one grievant.
- (c) "Resolution(s)" means the proposed written decision by the appropriate administrator(s), grievance review committee, or Governing Council, in response to the grievance.
- (d) "Parties in interest" means the grievant and the person being complained about whose conduct or actions are the subject of the grievance.

### **2. GENERAL PROCEDURAL REQUIREMENTS**

- (a) A grievance must be initiated at Level 1 within ten (10) working days of the date upon which the grievant became aware of the circumstances which gave rise to the grievance. Awareness of the circumstances is necessary to trigger the start of the 10-working day deadline.
- (b) Whenever possible, any grievance conference or hearing at any level will be scheduled during a mutually convenient time that does not conflict with the regularly scheduled CCCS program.
- (c) A grievant requiring the attendance and testimony of others will have the right to bring such witness as are willing to testify in his or her behalf, and any necessary substitutes or release time will be provided and the expense borne by CCCS when hearings must be scheduled during the CCCS day.
- (d) A separate file will be maintained by the Executive Director for grievances. All documents produced during the processing of a grievance will be kept in the separate file.
- (e) All parties shall maintain confidentiality with regard to proceedings, and the resolution of the grievance, to the extent possible.
- (f) A grievant may terminate the process at any level if he or she indicates in writing a desire to do so, accepts the resolution at that level, or fails to pursue his or her grievance by filing at the next level within the specified time period.
- (h) The time limits at any level may be extended by mutual agreement between the grievant and the Executive Director, review committee or Governing Council.

### **3. PROCEDURAL STEPS**

- (a) Level 1 (Informal Conference). Prior to the filing of a formal written grievance, the grievant will first discuss the grievance with the Executive Director in a good faith attempt to resolve the grievance prior to the filing of a formal grievance. If the Executive Director is the person being complained about the grievant may initiate his or her grievance by contacting the Chair of the Governing Council directly.
- (b) Level 2 (Executive Director). If the grievant is not satisfied with the discussion and disposition of the grievance at Level 1, he or she or they may file a written grievance with the Executive Director within ten (10) days of the disposition. The Executive Director will communicate his or her proposed resolution in writing to the parties within five (5) work days from the filing of the written grievance. If any party is not satisfied with the proposed resolution that party may request a hearing. This request must be made within five (5) working days from the proposed resolution. The hearing or conference will occur within ten (10) working days of the party's objection of the proposed resolution. The hearing should be as informal as possible and will be conducted in consultation with the CCCS's legal counsel. The Executive Director will have the right to ask any question of the parties as he or she deems necessary. Within ten (10) working days following the hearing, the Executive Director will render his or her written decision to the parties.
- (c) Level 3 (CCCS Governing Council) If the grievant is not satisfied with the resolution of the grievance at Level 2, or if the Executive Director is the person being complained about, the grievant may make a written request to the Governing Council for a hearing with the Governing Council within ten (10) work days after the Executive Director's resolution was rendered or after the date of the occurrence if the Executive Director is the person being complained about. At its sole option, the Governing Council may hear the grievance itself or may appoint a Grievance Review Committee to hear the grievance.

### **4. PROCEDURE FOR HEARING BEFORE GOVERNING COUNCIL OR ITS COMMITTEE**



The following procedure will be used at hearings before the Governing Council or its Committee.

- (a) The parties in interest will submit written statements of position which will be delivered to the Chair at least five (5) working days prior to the hearing. In addition, any other documentary evidence desired to be reviewed by the Governing Council Committee will be submitted at that time.
  - (b) The grievant will present his/her grievance first through testimony, witnesses, documents, etc. Cross-examination will not be allowed by the other party in interest, if any.
  - (c) The other party or parties in interest, if any, will present their responses to the grievance. Cross-examination will not be allowed.
  - (d) The Committee members may ask any questions they deem necessary.
  - (e) Arrangements to make a taped recording or to transcription of the proceeding will be made by the Committee.
  - (f) Within five (5) working days following the date of the hearing, the Committee will transmit its findings and recommendations for proposed resolutions to the Governing Council. Within ten (10) working days, the Governing Council shall consider the recommendations of the Committee. The Governing Council may accept the recommendations as presented, impose a lesser sanction if disciplinary action was recommended, or decide to hold a new hearing on the grievance.
  - (g) If the Governing Council rules that it is appropriate to hear the grievance as a body, it will set the date for such hearing and the parties in interest will be notified by the Governing Council Chair. If the Governing Council adopts the recommendations of the Governing Council Committee, the decision shall be final.
6. **Hearing before full Governing Council.** If the Governing Council decides to undertake a new hearing the following procedures will be followed.
- (a) Each party in interest will have the opportunity to present oral statements limited to thirty (30) minutes each.
  - (b) Evidence may not be cross-examined by the other party in interest; however, the Governing Council may ask questions of any party as it deems necessary or appropriate.
  - (c) Hearings will be conducted in a private setting, except for those portions required to be public under the New Mexico Open Meetings Act.
  - (e) The Governing Council will render a written decision within 10 working days after the hearing. In arriving at its decision, the Governing Council has complete discretion in fashioning such relief, if any, as it believes is appropriate, regardless of the relief requested. The Governing Council's decision is final.

## **VI. TERMINATION AND DISCHARGE**

### **A. DEFINITIONS**

#### **1. TERMINATION**

Termination means non-renewal of a contract at the end of its term.

#### **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 allowed under law and that is not in violation of the employee's civil or constitutional rights.

## **B. TERMINATION**

1. The Executive Director may terminate a licensed school employee, excluding licensed educational assistants who have not been offered and accepted the third consecutive contract, for any reason it deems sufficient. A School may terminate a non-licensed school employee or a licensed educational assistant with less than one year of employment for any reason it deems sufficient. Upon request of the employee, the local Executive Director or state agency administrator shall provide written reasons for the decision to terminate. The reasons shall be provided within ten working days of the request. The reasons shall not be publicly disclosed by the local Executive Director, state agency administrator, local school board or governing authority. The reasons shall not provide a basis for contesting the decision under the School Personnel Act.
2. Before terminating a non-licensed school employee or a licensed educational assistant, the Executive Director shall serve the employee or assistant with a written notice of termination.
3. A licensed school employee who has been employed for more than two consecutive years or a non-licensed school employee or licensed educational assistant who has been employed for more than one year and who receives a notice of termination may request an opportunity to make a statement to the governing board on the decision to terminate the employee or assistant by submitting a written request to the Executive Director within five working days from the date written notice of termination is served upon the employee or assistant. The employee or assistant may also request in writing the reasons for the termination action. The Executive Director shall provide written reasons for the notice of termination to the employee or assistant within five working days from the date the written request for a meeting and the written request for the reasons were received Executive Director. Neither the Executive Director nor the Governing Council shall publicly disclose its reasons for termination.
4. A licensed school employee who has been offered and accepted a third-year contract or a non-licensed school employee or licensed educational assistant who has been employed for more than one year may not be terminated without just cause.
5. The employee's request pursuant this section shall be granted if the employee responds to the written reasons as provided by this section by submitting in writing to Chair of the Governing Council a contention that the decision to terminate was made without just cause. The written contention shall specify the grounds on which it is contended that the decision was without just cause and shall include a statement of the facts that the employee believes support the employee's contention. This written statement shall be submitted within ten working days from the date the employee receives the written reasons from the Executive Director. The submission of this statement constitutes a representation on the part of the employee that the employee can support the employee's contentions and an acknowledgment that the School may offer the causes for its decision and any relevant data in its possession in rebuttal of the employee's contentions.
6. The Governing Council shall meet to hear the employee's statement in no less than five or more than fifteen working days after it receives the statement. The hearing shall be conducted informally in accordance with the provisions of the Open Meetings Act. The employee and the Executive Director may each be accompanied by a person of their choice. First, the Executive Director shall present the factual basis for the determination that just cause exists for the termination of the employee, limited to those reasons provided to the employee pursuant to subsection 3 of this section. Then, the employee shall present the employee's contentions, limited to those grounds specified in subsection 5 of this section. The School may offer such rebuttal testimony as it deems relevant. All witnesses may be questioned by the Governing Council, the employee or the employee's representative and the local Executive Director or state agency administrator or the local Executive Director's or state agency administrator's representative. The Governing Council may consider only such evidence as is presented at the hearing and need consider only such evidence as it considers reliable. No record shall be made of the proceeding. The Governing Council shall notify the employee and the local Executive Director or state agency administrator of its decision in writing within five working days from the conclusion of the meeting.
7. An employee who is still aggrieved by a decision of the Governing Council may appeal the decision to an arbitrator. A written appeal shall be submitted to the Chair of the Governing Council within five working days from the receipt of the written decision by the employee. The appeal shall be accompanied by a statement of particulars specifying the grounds on which it is contended that the decision was impermissible under the law and including a statement of facts supporting the contentions. Failure of the employee to submit a timely appeal or a statement of particulars with the appeal shall disqualify him for any appeal and render the Governing Council's decision final.
8. The School and the employee shall meet within ten working days from the receipt of the request for an appeal and select an independent arbitrator to conduct the appeal. If the parties fail to agree on an independent arbitrator, they shall request the presiding judge in the judicial district in which the employee's public school is located to select one. The presiding judge shall select the independent

- arbitrator within five working days from the date of the parties' request.
9. A qualified independent arbitrator shall be appointed who is versed in employment practices and school procedures and who preferably has experience in the practice of law. No person shall be appointed to serve as the independent arbitrator who has any direct or indirect financial interest in the outcome of the proceeding, has any relationship to any party in the proceeding, is employed by the School or is a member of or employed by any professional or labor organization of which the employee is a member.
  10. Appeals from the decision of the School shall be decided after a de novo hearing before the independent arbitrator. The issue to be decided by the independent arbitrator is whether there was just cause for the decision of the School to terminate the employee.
  11. The de novo hearing shall be held within thirty working days from the selection of the independent arbitrator. The arbitrator shall give written notice of the date, time and place of the hearing, and such notice shall be sent to the employee and the School.
  12. Each party has the right to be represented by counsel at the hearing before the independent arbitrator.
  13. Discovery shall be limited to depositions and requests for production of documents on a time schedule to be established by the independent arbitrator.
  14. The independent arbitrator may issue subpoenas for the attendance of witnesses and for the production of books, records, documents and other evidence and shall have the power to administer oaths. Subpoenas so issued shall be served and enforced in the manner provided by law for the service and enforcement of subpoenas in a civil action.
  15. The rules of civil procedure shall not apply to the de novo hearing, but it shall be conducted so that both contentions and responses are amply and fairly presented. To this end, the independent arbitrator shall permit either party to call and examine witnesses, cross-examine witnesses and introduce exhibits. The technical rules of evidence shall not apply, but, in ruling on the admissibility of evidence, the independent arbitrator shall require reasonable substantiation of statements or records tendered, the accuracy or truth of which is in reasonable doubt.
  16. The School has the burden of proof and shall prove by a preponderance of the evidence that, at the time the notice of termination was served on the employee, the School had just cause to terminate the employee. If the School proves by a preponderance of the evidence that there was just cause for its action, then the burden shifts to the employee to rebut the evidence presented by the School.
  17. The independent arbitrator shall uphold School's decision only if it proves by a preponderance of the evidence that, at the time the notice of termination was served on the employee, the School had just cause to terminate the employee. If the School fails to meet its burden of proof or if the employee rebuts the proof offered by the School, the arbitrator shall reverse the decision of the School.
  18. No official record shall be made of the hearing. Either party desiring a record of the arbitration proceedings may, at his own expense, record or otherwise provide for a transcript of the proceedings; provided, however, that the record so provided shall not be deemed an official transcript of the proceedings nor shall it imply any right of automatic appeal or review.
  19. The independent arbitrator shall render a written decision affirming or reversing the action of the School. The decision shall contain findings of fact and conclusions of law. The parties shall receive actual written notice of the decision of the independent arbitrator within ten working days from the conclusion of the de novo hearing.
  20. The sole remedies available under this section shall be reinstatement or payment of compensation reinstated in full but subject to any additional compensation allowed other employees of like qualifications and experience employed by the School and including reimbursement for compensation during the entire period for which compensation was terminated, or both, less an offset for any compensation received by the employee during the period the compensation was terminated.
  21. Unless a party can demonstrate prejudice arising from a departure from the procedures established in this section such departure shall be presumed to be harmless error.
  22. The decision of the independent arbitrator shall be binding on both parties and shall be final and non-appealable except where the decision was procured by corruption, fraud, deception or collusion, in which case it shall be appealed to the district court in the judicial district in which the public school or state agency is located.
  23. Each party shall bear its own costs and expenses. The independent arbitrator's fees and other expenses incurred in the conduct of the arbitration shall be assigned at the discretion of the independent arbitrator.
  24. The School shall file a record with the public education department of all terminations and all actions arising from terminations annually.

### **C. DISCHARGE**

1. The Executive Director may discharge a licensed school employee during the term of a contract authorized pursuant to Section 22-10A-21 NMSA 1978 only for just cause according to the following procedure:
  1. the Executive Director shall serve a written notice of intent to recommend discharge on the licensed school employee in accordance with the law for service of process in civil actions; and
  2. the Executive Director shall state in the notice of intent to recommend discharge the cause for the recommendation and shall advise the licensed school employee of the licensed school employee's right to a discharge hearing before the governing authority as provided in this section. If the licensed school

- employee does not exercise that right to hearing, the Executive Director shall discharge the licensed school employee.
2. A licensed school employee who receives a notice of intent to recommend discharge pursuant to this section may exercise the licensed school employee's right to a hearing before the governing authority by giving the Executive Director written notice of that election within ten working days of the licensed school employee's receipt of the notice of intent to recommend discharge.
  3. The governing authority shall hold a discharge hearing no less than twenty and no more than forty working days after the Executive Director receives the written election from the licensed school employee and shall give the licensed school employee at least ten days' written notice of the date, time and place of the discharge hearing.
  4. Each party, the Executive Director and the licensed school employee, may each be accompanied by a person of the party's choice.
  5. The parties shall complete and respond to discovery by deposition and production of documents prior to the discharge hearing.
  6. The governing authority shall have the authority to issue subpoenas for the attendance of witnesses and to produce books, records, documents and other evidence at the request of either party and shall have the power to administer oaths.
  7. The Executive Director shall have the burden of proving by a preponderance of the evidence that, at the time of the notice of intent to recommend discharge, the Executive Director had just cause to recommend discharge of the licensed school employee.
  8. The Executive Director shall present evidence first, with the licensed school employee presenting evidence thereafter. The governing authority shall permit either party to call, examine and cross-examine witnesses and to introduce documentary evidence.
  9. An official record shall be made of the hearing. Either party may have one copy of the record at the expense of the governing authority.
  10. The governing authority shall render its written decision within twenty days of the conclusion of the discharge hearing.
  11. A licensed school employee aggrieved by a decision of the governing authority to discharge the licensed school employee after a discharge hearing held pursuant to Section 22-10A-27 NMSA 1978 may appeal the decision to an independent arbitrator. A written notice of appeal shall be submitted to the governing authority within ten working days from the receipt of the copy of the written decision of the governing authority.
  12. The governing authority may delegate responsibility for the arbitration to the Executive Director. The Executive Director as delegate of the governing authority and the licensed school employee shall meet within ten calendar days from the receipt of the notice of appeal and select an independent arbitrator to conduct the appeal, or, in the event the parties fail to agree on an independent arbitrator, they shall request the presiding judge in the judicial district in which the public school is located to select the independent arbitrator. The presiding judge shall select the independent arbitrator within five working days from the date of the parties' request.
  13. A qualified independent arbitrator shall be appointed who is versed in employment practices and school procedures. No person shall be appointed to serve as the independent arbitrator who has any direct or indirect financial interest in the outcome of the proceeding, has any relationship to any party in the proceeding, is employed by the Executive Director or is a member of or employed by any professional organization of which the licensed school employee is a member.
  14. Appeals from the decision of the governing authority shall be decided after a de novo hearing before the independent arbitrator. The Executive Director, as delegate of the governing authority, shall have the burden of proving by a preponderance of the evidence that, at the time of the notice of intent to recommend discharge, the Executive Director had just cause to discharge the licensed school employee. The Executive Director shall present evidence first, with the licensed school employee presenting evidence thereafter.
  15. The hearing shall be held within thirty working days from the selection of the independent arbitrator. The independent arbitrator shall give written notice of the date, time and place of the hearing, and such notice shall be sent to the licensed school employee and the governing authority.
  16. Each party has the right to be represented by counsel at the hearing before the independent arbitrator.
  17. Discovery shall be limited to depositions and requests for production of documents on a time schedule to be established by the independent arbitrator.
  18. The independent arbitrator may issue subpoenas for the attendance of witnesses and for the production of books, records, documents and other evidence and shall have the power to administer oaths. Subpoenas so issued shall be served and enforced in the manner provided by law for the service and enforcement of subpoenas in a civil action or in the manner provided by the American arbitration association's voluntary labor arbitration rules if that entity is used by the parties.
  19. The rules of civil procedure shall not apply to the hearing, but it shall be conducted so that both contentions and responses are amply and fairly presented. To this end, the independent arbitrator shall permit either party to call and examine witnesses, cross-examine witnesses and introduce exhibits. The technical rules of evidence shall not apply, but, in ruling on the admissibility of evidence, the independent arbitrator may require reasonable substantiation of statements or records tendered, the accuracy or truth of which is in reasonable doubt.

20. An official record shall be made of the hearing. Either party may order a transcript of the record at the party's own expense.
21. The independent arbitrator shall render a written decision affirming or reversing the action of the governing authority. The decision shall contain findings of fact and conclusions of law. The parties shall receive the written decision of the independent arbitrator within thirty working days from the conclusion of the hearing.
22. Unless a party can demonstrate prejudice arising from a departure from the procedures established in this section and in Section 22-10A-27 NMSA 1978, such departure shall be presumed to be harmless error.
23. The decision of the independent arbitrator shall be final and binding on both parties and shall be non-appealable except where the decision was procured by corruption, fraud, deception or collusion, in which case it may be appealed to the court of appeals by filing a notice of appeal as provided by the New Mexico rules of appellate procedure.
24. Each party shall bear its own costs and expenses. The independent arbitrator's fees and other expenses incurred in the conduct of the arbitration shall be assigned at the discretion of the independent arbitrator.

#### **D. REDUCTION-IN-FORCE (RIF)**

A reduction in force may become necessary to eliminate certain jobs or reduce the number of positions at the School due to certain circumstances. Please see the School's RIF Policy for additional details on these circumstances and procedures.

#### **G. ADMINISTRATIVE LEAVE PENDING POSSIBLE DISCIPLINARY ACTION**

If you are suspected of violating CCCS's policies, procedures, or work rules, you may be placed on administrative leave with pay pending an investigation of the situation.

#### **H. RESIGNATION/JOB ABANDONMENT**

All contract employees are required to provide written notice of their intent to terminate employment with CCCS to the Executive Director at least thirty (30) calendar days in advance. Failure to provide adequate notice may result in a complaint to the PED Licensing Bureau.

CCCS will consider you to have voluntarily terminated your employment if you do any of the following:

1. Resign from CCCS;
2. Fail to return from an approved leave of absence on the date specified for your return; or
3. Fail to report to work or call in for two (2) or more consecutive work days without an allowable excuse.

#### **I. RETIREMENT**

Eligible staff members who meet the criteria established by the New Mexico Educators Retirement Board (ERB) and wish to retire should contact the HR Representative and ERB in advance of the anticipated retirement date to initiate retirement proceedings.

#### **J. RETURN OF CCCS PROPERTY**

Any CCCS property issued to you, such as keys, computer equipment, etc. must be returned to CCCS at the time of your resignation, termination, or discharge. You will be responsible for any lost or damaged items. If you do not return property of value, you will be asked to sign a wage deduction authorization form for this purpose.

#### **K. SAFETY**

##### **1. GENERAL STAFF MEMBER SAFETY**

CCCS is committed to the safety and health of all staff members and recognizes the need to comply with regulations governing injury and accident prevention and staff member safety. Maintaining a safe work

environment, however, requires the continuous cooperation of all staff members. CCCS will maintain safety and health practices consistent with the needs of our profession. If you are ever in doubt about how to safely perform a job, it is your responsibility to ask the Executive Director for assistance. Any suspected unsafe conditions and all injuries that occur on the job must be reported immediately. Compliance with these safety rules is considered a condition of employment. We strongly encourage staff member participation and your input on health and safety matters.

## **2. REPORTING SAFETY ISSUES/WORKERS COMPENSATION INJURIES**

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to the Executive Director or her designee. If you or another staff member is injured, you should contact outside emergency response agencies, if needed. A claim for Worker's Compensation Benefits Form must be completed for any instance of employee injury, even if no medical attention is sought at the time of injury. If you fail to report your injury timely, you may jeopardize your right to collect workers' compensation benefits.

### **L. WEAPONS**

CCCS prohibits all persons who enter CCCS property from carrying a handgun, firearm, knives of any length, or other weapons regardless of whether the person is licensed to carry the weapon or not. The only exception to this policy will be police officers, security guards or other persons who have been given written consent by CCCS to carry a weapon on the property. Any staff member violating this policy will be subject to disciplinary action.

### **M. VIOLENCE IN THE WORKPLACE POLICY**

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect CCCS or which occur on CCCS property or at CCCS events will not be tolerated. Every staff member is required to report incidents of threats or acts of physical violence of which he/she is aware to the Executive Director.

Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at CCCS, or to create a hostile, abusive, or intimidating work environment for one or several staff members. Examples of workplace violence include, but are not limited to, the following:

- Hitting or shoving an individual
- Threatening an individual or his/her family, friends, associates, or property with harm
- Intentional destruction of or threatening to destroy CCCS's property.
- Making harassing or threatening phone calls.
- Harassing surveillance or stalking (following or watching someone).
- Unauthorized possession or inappropriate use of firearms or weapons.

### **N. SECURITY**

Maintaining the security of CCCS buildings and vehicles is every staff member's responsibility. Develop habits that ensure security as a matter of course. For example: When you leave CCCS premises make sure that all entrances are properly locked and secured. All CCCS staff members are required to follow the security and premises use policies.

### **O. PARKING AREAS**

You must use the parking areas designated for staff members. Remember to lock your car every day and park within the specified areas. Courtesy and common sense in parking will help eliminate accidents, personal injuries, and damage to your vehicle and to the vehicles of other staff members. If you should damage another car while parking or leaving, immediately report the incident, along with the license numbers of both vehicles and any other pertinent information you may have, to your

supervisor. CCCS is not responsible for any loss, theft or damage to your private vehicle or any personal property.

#### **P. PROHIBITED DISCLOSURE OF STUDENT INFORMATION**

No person shall sell or use student, faculty or staff lists with personal identifying information obtained from CCCS for the purpose of marketing goods or services directly or indirectly to anyone.

#### **Q. PROHIBITED SALES BY CCCS PERSONNEL**

Staff members of the CCCS shall not directly or indirectly, sell or be a party to any transaction to sell or receiving any commission or profit from any contract for sale any instructional material, furniture, equipment, insurance, CCCS supplies to CCCS. This provision shall not apply in cases in which CCCS staff member contracts to perform special services with CCCS with which they are associated or employed during time periods wherein service is not required under a contract for instruction, administration or other employment. No staff member of CCCS shall solicit or sell or be the party to a transaction to solicit or sell insurance or investment securities to any staff member of CCCS. In addition, the PED may suspend or revoke the licensure of a licensed CCCS staff member for acting contrary to this provision.

### **VII. BENEFITS**

CCCS is committed to sponsoring a comprehensive benefits program for all eligible staff members. Literature is available from the New Mexico Public School Insurance Authority (NMPSIA) for details on your health/dental/vision/long term disability/additional life insurance coverage. Please see the HR Representative for information on your benefits and coverage.

If you are a full-time employee, or a part-time employee who works more than twenty-five (25) hours per week, you will be eligible to receive all of the benefits described in this Employee Handbook. NMPSIA sets the benefits rates and percentages paid by the employee and employer based on salary. Coverage is available to you and your dependents as defined in the benefit summary plan descriptions. Benefits are deducted from pay checks one month in advance, and if hired late then benefit deductions will be adjusted accordingly. Please see the HR Representative for details.

#### **A. GROUP INSURANCE**

Employees may participate in the New Mexico Public School Insurance Authority's (NMPSIA) Employee Benefits Group Plan, which consists of Group Medical, Dental, Vision, and Basic Life coverage. Employees who are active at work and work the minimum qualifying number of hours shall be eligible for the following:

1. All employees who work a minimum of twenty-five (25) hours or more per week shall be entitled to participate in Medical, Dental, and Vision coverage.
2. CCCS shall enroll and pay premiums at the rate of 100% for Basic Life insurance coverage for any employee who works a minimum of twenty-five (25) hours per week, regardless if the employee participates or is eligible to participate in any other line of NMPSIA coverage.
3. Members of the Governing Council are not eligible to participate in medical, dental, vision, and life insurance coverage.
4. A newly eligible employee is required to enroll within thirty-one (31) calendar days of being hired or within thirty-one (31) calendar days of being upgraded to that of an eligible employee. Evidence of upgrade is required.
  - Coverage is effective on the first day of the month following the day the employee applies, provided the employee authorizes in writing that the premium is to be withheld from his payroll check, subject to the actively-at-work provision, and for self-payers, the first day of the month following receipt of the premium by the authority.
5. An employee may enroll just himself only. However, if the employee chooses to enroll one eligible dependent, the employee shall enroll all eligible dependents unless one or more eligible dependents

have other coverage. If the dependent of an eligible employee participant is enrolled in another medical plan, the eligible employee participant may enroll in the authority's medical plan as a single and in the two-party or family coverage for other lines. Evidence of the other coverage is required.

6. Eligible employee or dependents who involuntarily lose benefits coverage have a 31-day window to enroll in the authority. Supporting documentation showing the reason for the involuntary loss of benefits coverage, the date benefits coverage was lost, who was covered and what types of benefits coverage was lost must be submitted within 31 days from the date of loss of coverage. The effective date of new benefits coverage will be the first of the month following receipt by the authority of the documentation required and the necessary application or applications, provide that all enrollment rules of the authority are met
7. The participant shall only be permitted to switch from one plan to another plan within the same line of coverage during an established switch enrollment period and then only under the terms and conditions permitted by the authority.
6. An employee may drop any line of coverage at any time at the employee's discretion, provided, however, any provision with respect to prohibition against dropping any lines of coverage shall be enforced. In divorce situations, a divorced eligible employee may not drop eligible dependents based on a change in status until a divorce decree is filed with the authority. When a domestic partnership is terminated, the employee, ex-domestic partner may not drop eligible dependents based on a change in status until the authority receives written notice that the domestic partnership is terminated in the form of an affidavit terminating domestic partnership. If the employee drops the line of coverage(s), the employee cannot re-enroll except as this part permits.
7. Proper documentation, including evidence of medical insurability where required, must be provided by the eligible employee seeking coverage within 31 calendar days of the qualifying event. Coverage may be rejected where adequate proof and documentation satisfactory to the authority is not submitted in a timely manner.
8. An employee shall be enrolled pursuant to his actual status at the time of enrollment. If a change in status of an employee occurs, he must notify the employer within 31 calendar days of the change and complete any enrollment documents required by the authority.

"Change of status" means the change of status of an eligible employee or eligible dependent by: (1) death; (2) divorce or annulment; (3) loss of employment; (4) loss of group or individual health insurance coverage through no fault of the person having the insurance coverage; (5) birth; (6) adoption or child placement order in anticipation of adoption; (7) legal guardianship; (8) marriage; (9) incapacity; (10) establishment or termination through affidavit of domestic partnership or affidavit terminating domestic partnership; or (11) fulfilling the actively at work requirement and minimum qualifying number of hours through promotion with salary increase or acceptance of a full-time position with salary increase with the same participating entity.
9. CCCS shall comply with the 1985 Consolidated Omnibus Budget Reconciliation Act (COBRA) in notifying employees of their right to continue health and life insurance coverage upon resignation, termination, or retirement. Dependents that are also losing coverage upon becoming ineligible shall also be informed of their COBRA rights.

## **B. LIFE INSURANCE COVERAGE**

1. The Charter School shall provide the following Basic Life/Accidental Death and Dismemberment coverage to all employees: \$50,000 Life/AD&D.
2. Charter School employees have the option to select Voluntary Life through VOYA for themselves, spouse or children, which is a 100% employee deduction.

CCCS employees have the option to select Long Term Disability through NMPSIA. NMPSIA sets the benefits rates and percentages paid by the employee and employer based on salary.

4. CCCS employees have the option to select Additional Life Insurance for themselves, spouse, or



children, which is 100% employee deduction.

### **C. NEW MEXICO RETIREMENT PLAN**

The New Mexico Educational Retirement Board is provided to eligible employees (those who have completed sufficient service) with a monthly pension benefit upon retirement. All employees who work more than 25% of the time (.25 FTE) and also Long-Term Substitutes working 90 days or more in the same classroom are mandated by the New Mexico Educational Retirement Act to participate in the retirement plan. Participation in the Plan begins on the date of hire. CCCS and the employee are required by State law to contribute to this retirement plan operated by the New Mexico Educational Retirement Board. The details regarding CCCS and employee contributions, vesting, administration, and investments are provided in the Summary Plan Description, made available through the New Mexico Educational Retirement Board. Employees who are part of the New Mexico Return to Work program should work closely with their CCCS HR representative and the New Mexico Educational Retirement Board to assure they are in full compliance with the program.

### **D. SOCIAL SECURITY**

In accordance with the applicable federal law, all employees are required to participate in and contribute to Social Security. CCCS also makes a mandatory matching contribution on behalf of employees. Contribution levels are established by law, and are subject to change. To obtain information about Social Security and related programs, you may contact the local Social Security office.

### **E. WORKERS' COMPENSATION**

CCCS maintains Workers' Compensation Insurance coverage for employees who sustain an injury or illness compensable under the New Mexico workers' compensation laws. CCCS pays the full cost of the workers' compensation insurance. All workers' compensation claims are subject to evaluation and investigation by CCCS and its insurance carrier. If you are injured while performing duties related to your job at CCCS, you must report the injury promptly to your immediate supervisor and must complete all required forms along with providing requested documentation. More information is available from CCCS's HR Representative. CCCS employees pay a portion of a quarterly workers compensation fee, and CCCS pays the other portion of the fee to the New Mexico Taxation and Revenue.

### **F. UNEMPLOYMENT COMPENSATION**

CCCS employees are covered in accordance with applicable unemployment compensation laws and regulations that also govern eligibility for unemployment benefits. All forms or contacts related to unemployment compensation claims should be delivered or referred to the CCCS Executive Director or Business Manager.

### **G. LEAVE BENEFITS**

Leaves may be granted with or without pay. In order to take leave without pay you must obtain prior approval from the Executive Director. Requests for Leave forms must be completed and submitted to the Executive Director for approval and must be entered into AptaFund by the end of the business day or before the day of absence. If this leave is unpaid, you will be responsible for 100% of the cost of your benefits during your leave. Please see your HR representative if you believe you will need an unpaid leave of absences.

### **H. SICK LEAVE**

Regular full-time employees working 40 hours per week are entitled to ten (10) paid sick days (based on average hours worked per day) per CCCS year. Other employees, including administrative employees, are entitled to the amount of sick leave contained in their contract. Unless otherwise provided for or as approved by the Executive Director, sick leave is to be used by employees in accordance with the following provisions:

1. Sick leave is to be used only in the event of illness of the employee, or of the employee's immediate family. Misuse of sick leave is cause for discipline, up to and including termination or discharge. For the purposes of this section, "immediate family" is defined as a spouse, domestic partner, child, sibling, parent, grandparent, any other relative permanently residing with the employee, or any other person as defined by the Executive Director.

2. Notice of absence from work due to illness should be provided to the Executive Director or his or her designee by no later than 7:00 a.m. on the day of illness. If use of sick leave foreseeable advance notice shall be provided to the Executive Director or his or her designee.
3. An employee will not be paid for unused sick leave days upon voluntarily or involuntarily severance from his/her employment from CCCS; however, unused sick leave may be carried over into succeeding CCCS years up to a maximum of 200 hours. Accumulated unused sick leave must be used for personal or family illnesses as described in the Medical Leave provisions below.
4. The Executive Director may, at any time, request that an employee bring a doctor's note verifying that your leave was necessitated by illness.

**I. PERSONAL LEAVE**

Regular full-time employees working 40 hours per week are entitled to two (2) days (based on average hours worked per day) per CCCS year. Other employees, including administrative employees are entitled to the amount of personal leave contained in their contract.

Requests for personal leave must be made at least two school days in advance and the Executive Director has the discretion to deny personal leave as she/he deems it appropriate. A request must be in writing and approved prior to taking the leave.

An employee will not be paid for unused personal leave days upon voluntarily or involuntarily severance of his/her employment from CCCS: however, unused personal leave may be carried over into succeeding CCCS years up to a maximum of 40 hours.

**J. UNPAID MEDICAL LEAVE**

**1. PURPOSE**

- A. The purpose of this Policy of Coral Community Charter School (School) is to allow the School to consider an employee's request for unpaid Medical Leave (Medical Leave) in accordance with guidelines set forth below.

**2. ELIGIBILITY**

- A. An employee is eligible for Medical Leave if the employee is experiencing:
  1. Childbirth and infant care;
  2. Placement of a child with the employee for adoption or placement of a child with the employee by a state agency or for foster care;
  3. Care of the employee's family members, romantic partner, or a financial dependent with a serious health condition which must be verifiable; or
  4. The inability of the employee to perform his or her job or duties due to his or her own verifiable serious health condition or the necessary absence from work of an employee to receive verifiable medically necessary treatment.
- B. For the purposes of this Policy a "serious health condition" is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, continuing treatment by a health care provider for a condition that either prevents the Employee from performing the functions of the Employee's job or prevents the qualified family member from participating in school or other daily activities, or a positive test for Coronavirus..
- C. Medical Leave is available to full-time staff only who have been employed by the School for at least twelve months and have worked at least 1,250 hours in the past twelve months before leave is taken.
- D. Employees taking Medical Leave must use first all of their available accrued and unused leave as part of the leave. Once the employee's paid leave benefits are exhausted, the employee will continue for the duration of the Medical Leave without pay.

**3. REQUESTING MEDICAL LEAVE**

- A. Medical Leave must be requested by the employee on the form provided with this Policy. The form must be approved by the Executive Director. If the employee requesting the leave is the Executive Director, the form must then be approved by the Governing Council.
- B. For eligibility triggered by II(A)(3) or (4) above the employee must provide verification of the necessity of the Medical Leave with a letter from a healthcare professional to the School stating the employee has a “serious health condition” as defined by this Policy, as well as an estimated return to work date for the employee. Nothing in this Policy shall be construed to infringe on the employee’s rights under law including the Health Insurance Portability and Accountability Act (HIPAA). Confidentiality of documentation will be kept in secure locked file cabinet accessible only by designated personnel. Designated personnel shall participate in HIPAA compliance training.
- C. Requests for Medical Leave may be considered on a case-by-case basis. A decision on any individual request shall not constitute, nor should it be construed or interpreted as, establishing a precedent, practice, pattern or any form of future entitlement. The decision is not appealable.
- D. If the need to use Medical Leave is foreseeable, the employee must give the School at least 30 days’ prior notice of the need to take leave. When 30 days’ notice is not possible, the employee must give notice as soon as practicable. Failure to provide such notice may be grounds for delaying the start of the Medical Leave.

**4. CONDITIONS OF MEDICAL LEAVE**

If approved, Medical Leave is predicated on the following conditions:

- A. The leave is considered unpaid leave and is designated for a specific time & purpose.
- B. The leave is for 480 hours or less.
- C. With regard to retirement benefits the leave is considered a break in service.
- D. If any benefits are available to the employee during the Medical Leave, the employee shall be responsible to pay any and all premiums, fees or costs.

**5. RETURNING FROM MEDICAL LEAVE**

An employee is expected to return from Medical Leave on the date listed in the Medical Leave Request Form. For eligibility triggered by II(A)(1) or (2) above the employee need only return to work on the preapproved day. For eligibility triggered by any other event in this Policy in order to return to work an employee must have Doctor Release or have fulfilled the required self-isolation time in the event of a positive test for Coronavirus.

If an employee is released to return to work sooner than the expected return date listed on the Leave Request, the employee must notify the School within two (2) business days of receiving the release.

Failure to return to work as scheduled after leave may be used as just cause for discharge or termination of the employee.

**K. BEREAVEMENT LEAVE**

After a death in the immediate family of any employee, CCCS provides up to three (3) consecutive days of bereavement leave without loss of pay beginning with the date of death and ending with and/or including the day after the funeral or final services.

For each bereavement day, the employee was scheduled to work, an employee may receive pay in an amount equivalent to the number of hours the employee was scheduled to work that day, or if instructional personnel, number of days. An employee may be required to submit proof of death and/or funeral or services date. Immediate family includes current spouse, parent, step-parents, parent-in-law, step parent-in-law, grandparent, child, stepchild, grandchild, sibling, step-siblings, current domestic partner, child of domestic partner and any relative living in the household of the employee.

**L. LEAVE FOR JURY DUTY AND SUBPOENA FOR WITNESS SERVICE**

If you are a regular employee, full-time or part-time, and are required by an order of court to serve as a juror, CCCS will pay you the difference between your jury duty pay and your regular pay for any scheduled work

time that you miss during the first two weeks of your jury duty. To be reimbursed, you must present proof of actual jury duty service as well as proof of amount paid for jury service.

To receive jury duty pay, employees must provide CCCS's Executive Director with a copy of the court order as soon as it has been received. An employee required to be available for jury duty, but not required to be in court, must report to work.

If you are served with a Subpoena for witness duty and the matter in which you are to testify is directly on behalf of CCCS, CCCS will pay you the difference between your witness fees, plus any mileage reimbursement, and your regular pay for any scheduled work time that you miss. To be reimbursed, you must present the subpoena and a copy of the witness fee payment voucher.

#### **M. PROFESSIONAL LEAVE**

May be granted at the discretion of the Executive Director, upon request, for professional development, professional organizational activities, CCCS-related professional activities, or other activities related to the employee's assignments.

#### **N. RELIGIOUS LEAVE**

May be granted, upon request, to all employees for observance of religious events. Personal leave may be used or leave without pay may be granted. This leave may be granted for up to two (2) days per year.

#### **O. MILITARY LEAVE OF ABSENCE**

If you are a full-time employee and are inducted into the U.S. Armed Forces, you may be eligible for reemployment after completing military service provided a suitable position and funding is available and:

1. You show your orders to the Executive Director as soon as you receive them.
2. You satisfactorily complete active-duty service of five years or less.
3. You enter the military service directly from your employment with CCCS.
4. You apply for and are available for re-employment within ninety (90) days after discharge from active duty. If you are returning from up to six (6) months of active duty for training, you must apply within thirty (30) days after discharge.

#### **P. MILITARY RESERVES OR NATIONAL GUARD LEAVE OF ABSENCE**

Employees who serve in the U. S. military organizations or the National Guard may take the necessary time off during the school year, with pay up to 15 days, to fulfill this obligation, and will retain all of their legal rights for continued employment under existing laws. These employees may apply accrued personal leave and unused earned vacation time to the leave if they wish; however, they are not obliged to do so. You must notify your supervisor as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

#### **P. VOTING LEAVE**

Will be granted to employees who are eligible voters and whose scheduled work day begins less than two hours after the polls open (before 9:00 a.m.) and ends less than three hours before the polls close (after 4:00 p.m.) If you qualify you will be granted for a maximum of two (2) hours with pay in order to vote in an election recognized under the law. Written requests for this leave must be submitted prior to the day of the election. The Executive Director will schedule voting leave to ensure department work is covered.