

**Mark Armijo Academy
2020-2021
EMPLOYEE
HANDBOOK**



Mark Armijo
ACADEMY

Mark Armijo Academy

Website: markarmijo.com

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I. OVERVIEW OF MARK ARMIJO ACADEMY

A. Mission: The Mark Armijo Academy’s mission is to provide a quality and relevant education in a community that promotes caring and belonging for all students, especially those who seek a more personal and innovative educational setting.

Vision: Aligned with the schools’ Mission Statement, Mark Armijo Academy’s teachers work to make all curriculum high quality and relevant. Each teacher crafts their curriculum that not only gains interest from students but also is relevant to their futures, both college and career. The school and teachers are careful to make learning personal and innovative in and out of the classroom. Other, more traditional schools typically use standard curriculum; Mark Armijo Academy seeks to do the opposite and have seen the success of this as graduates leave the school prepared for real world problems and engagement. Teachers offer a personal approach to each students learning style and preference to maximize engagement.

B. MAA Working Environment: MAA endeavors to create a friendly working environment for all employees. In pursuit of this goal, MAA has adopted the following employee relations objectives:

1. Provide an exciting, challenging, and rewarding workplace and experience.
2. Select employees on the basis of skill, training, ability, attitude, and character without discriminating.
3. Review wages, employee benefits, and working conditions periodically with the objective of being competitive in these areas, consistent with sound business practices.
4. Assure employees, after talking with their supervisor, an opportunity to discuss any issue or problem with the appropriate administrator.
5. Take prompt and appropriate action to resolve complaints which may arise in the everyday conduct of our business.
6. Respect individual rights and treat all employees with courtesy and consideration.
7. Maintain open communications and mutual respect in our working relationships.
8. Promote an atmosphere consistent with MAA’s vision, mission, and goals.

The policies in this Handbook are guidelines; are not expressed or implied contracts with employees; and do not create contractual obligations of any kind between MAA and any of its employees. The provisions of this Handbook have been developed at the discretion of the Governing Council, and the policies in this Handbook may be amended, revised, supplemented, or rescinded at any time, in the sole discretion of the MAA Governing Council.

C. What Mark Armijo Academy Expects From You: As a member of MAA’s team, we need your help to make each working day enjoyable and rewarding. Your first responsibility is to perform the duties assigned to you promptly, correctly and pleasantly. You are also expected to

cooperate with management and your fellow employees. How you interact with fellow employees and those whom Mark Armijo Academy serves, and how you accept direction can affect the success of your department. In turn, the performance of one department can impact the entire service offered by MAA. Whatever your position, you have an important assignment: perform every task to the very best of your ability. We are dedicated to making Mark Armijo Academy 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 MAA. We are all working for the success of Mark Armijo Academy and to support student success, so please communicate with each other and with management.

MAA encourages you to discuss any issue you may have with a co-worker directly with that person. If a resolution is not reached, please arrange a meeting with the Head Administrator or his/her designee to discuss any concern, problem, or issue that arises during the course of your employment. Retaliation against any employee for the appropriate use of communication channels is unacceptable. Please remember it is counterproductive for employees to create or repeat rumors or office gossip.

We encourage all employees to bring forward their suggestions and good ideas about how Mark Armijo Academy can be made a better place to work. When you see an opportunity for improvement, please talk it over with the Head Administrator. She/he can help you bring your idea to the attention of the people of MAA who may be responsible for implementing it. All suggestions are valued.

D. Purpose of the Employee Handbook: The purpose of this handbook is to provide guidance and information in regard to the various, in some instances complex, employment issues, terms, and policies. It has been developed also to advise employees of their rights, as well as their responsibilities towards MAA. This handbook covers a broad range of topics, and is meant to apply generally to all employees. If you have questions, please see the Head Administrator, his/her designee, or Business Manager in charge of human relations for MAA.

II. EMPLOYMENT POLICIES

A. Equal Employment Opportunity: MAA is an equal opportunity employer committed to maintaining a non-discriminatory, diverse work environment. MAA does not unlawfully discriminate against any person on the basis of 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. This policy covers all programs, services, policies, and procedures at MAA.

B. Employees with Disabilities: In accordance with the Americans with Disabilities Act (ADA), MAA 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. Psychological impairments, learning disabilities, and some chronic health impairments, such as epilepsy, diabetes, arthritis, cancer, cardiac problems, and AIDS may also be considered disabilities.

MAA is committed to diversity and nondiscrimination and supports the full employment of qualified individuals with disabilities in its workforce. Therefore, a process has been established to assist

employees with disabilities in reasonably modifying the work environment to allow the employee to perform the essential functions of his or her job. It is the responsibility of the employee to request an accommodation of his or her physical or mental disability by contacting the Head Administrator. In accordance with the ADA, MAA will take such requests seriously and will promptly determine whether the employee is a qualified individual with a disability and whether a reasonable accommodation exists which would allow the employee to perform the essential functions of the job without imposing an undue hardship on MAA or other employees. If you believe that you have been unlawfully discriminated against because of a disability, you should discuss the matter with the Head Administrator or the Business Manager.

C. Anti-Harassment/Discrimination Policy: MAA is committed to providing a work place that is free of unlawful discrimination or harassment. Every employee is expected to treat his or her supervisors, co-workers, visitors, volunteers, and students professionally and respectfully.

Each employee is required to familiarize him/herself with this Anti-Harassment/Discrimination Policy, reporting obligations and procedures. If you have any questions about the school's policy, please contact the Head Administrator or his/her designee for clarification.

1. No Tolerance Harassment/Discrimination Policy. MAA is committed to creating a workplace free of discrimination and harassment. Both the law and MAA prohibit any form of discrimination and/or harassment based on 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. All of these groups are referred to in this policy as "protected classes." This prohibition applies in your relationships with all other employees, students, parents and guardians, visitors and guests.

2. Discrimination/Harassment Described. Discrimination and harassment include conduct that could reasonably be construed generally as any unwelcome behavior towards another, whether verbal, physical or visual, that is based on a person's belonging to a protected class. This conduct will most likely interfere with others' ability to work and most certainly will be intolerable as an example to our students and our community.

a. SEXUAL HARASSMENT: Because sexual harassment raises issues about human interaction that are to some extent unique, the subject of sexual harassment is described separately here, however, it is no more or less tolerable than harassment based on some other protected status. Sexual harassment is a form of sex discrimination that may include:

- requests for sexual favors;
- sexual advances;
- persistent or unwelcome flirtation or requests for dates, especially if the behavior continues after a clear objection has been made;
- 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;
- displaying sexually suggestive objects, pictures or cartoons; 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;

- intimidation and hostility directed to an individual because of sex; 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 school premises. Sexual harassment can apply to conduct in any work-related setting outside the work place as well.

Consensual sexual behavior between adults, outside the workplace and welcome by both parties is not considered sexual harassment; however, those who engage in such relationships should be aware that questions regarding the actual freedom of choice of one of the parties may be raised later, especially when a superior/subordinate relationship exists between them.

b. Harassment/discrimination other basis. Other prohibited harassment includes verbal or physical conduct which degrades or shows hostility or aversion toward an individual even partly because of a person's belonging to a protected class. Conduct similar to that described above as sexual harassment and discrimination, if based on one of these protected classifications is illegal. For example, verbal conduct such as epithets, jokes based on ethnicity, age-related derogatory comments, foul or obscene language or racial slurs will likely be unwanted and offensive to others resulting in unwelcome behavior that could be interpreted as harassing or discriminatory.

3. Employee Responsibilities. All employees of MAA are responsible for taking appropriate action to prevent and eliminate harassment and discrimination at MAA. If you experience discrimination or harassment, MAA encourages you to firmly and promptly notify the offender that his or her conduct is offensive, even if it is not directed at you. If the conduct continues you should report the conduct immediately. If you observe discrimination or harassment of another employee, student, visitor or guest, by a fellow employee, report the concern immediately. At no time should you assume that inappropriate conduct between a student and an adult is acceptable, "consensual" or that it should not be reported because you are concerned that you misinterpreted the conduct.

4. Reporting Complaints. If you experience or observe harassment or discrimination you should bring your concerns directly to MAA's Head Administrator, the school counselor or the Business Manager. Your complaint will be promptly investigated by the individual to whom you reported or a third-party investigator, if appropriate. The complainant and the alleged offender will be instructed to limit their work contact with each other immediately, pending the outcome of the investigation.

5. No retaliation. MAA will not tolerate retaliation or reprisals of any type against any employee 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.

6. Complaint Procedure, Investigation and Response. Complaints may initially be made verbally, however, the complainant will be asked to complete a "Harassment Complaint Form" to assist with the investigation process. (See Appendix A for a copy of this form).

a. 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 employee-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.

b. MAA will investigate every report of harassment or discrimination. In conducting an investigation, MAA 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 and to ensure that both sides' interests are fairly protected.

c. As soon as the investigation is finished, the investigator will meet with the individual's supervisor or if appropriate the supervisor's supervisor(s), and report whether he or she believes that discrimination or harassment has occurred. 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 a recommendation to terminate or discharge the employee. The supervisor will inform the complainant and the alleged offender of the outcome of the investigation and his/her proposed disciplinary action. The date of the discussion with the respective party shall constitute the "determination date."

d. 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 MAA Governing Council or to a neutral third party, whichever is deemed appropriate by the Head Administrator under the circumstances. The employee appealing the supervisor's decision must submit a written appeal to the Head Administrator 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.

e. Final Decision. The Governing Council or neutral third-party will inform the complainant/respondent of the appeal decision in writing within five (5) 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. MAA 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 Head Administrator or the Business Manager. You may be asked to provide appropriate documentation to support your request.

E. Employee Background Check: Prior to becoming an employee of Mark Armijo Academy, 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.

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, MAA may be obliged to terminate your employment.

G. Personnel Records: The responsibility of handling personnel records and related personnel administration functions at MAA has been assigned to the Business Manager. Questions regarding insurance, wages, and interpretation of personnel policies may be directed to him or her. MAA strives to balance its need to obtain, use, and retain employment information with each individual's right to privacy. To this end, it attempts to restrict the personnel information maintained to that which is necessary for the conduct of its business or which is required by federal, state, or local law. The Head Administrator (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 Business Manager 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 complete an **"employee change" form** and return to the Business Manager as soon as possible.

I. 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, which includes separate 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, all technology, 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.

3. Inspection of Personnel File. Employees may inspect their own personnel records in the presence of the Head Administrator (or designee). Such an inspection must be requested in writing to the Head Administrator (or designee) and 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 Head Administrator (or designee) that documentation to correct such materials be added to personnel files. Only supervisors and others in management who have an employment related need-to-know about another employee may inspect the personnel files of a particular employee.

H. Work Schedule:

1. Work schedules are determined by the Head Administrator. Please consult with the Head Administrator 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 Head Administrator so adequate coverage can be arranged. If you need to leave the campus for any reason (including lunch), you are required to notify the Head Administrator or his/her designee, 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 Head Administrator. If you are absent because of an illness, the Head Administrator 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 dismissal.
4. Severe Weather and Emergency Conditions. In the event of severe weather conditions or other emergencies, MAA will follow the Albuquerque Public Schools schedule.

III. WAGE AND SALARY POLICIES

A. MAA – an equal opportunity employer: Employee compensation will be structured to attract, motivate, retain, and reward high quality personnel to effectively carry out the objectives of Mark Armijo Academy 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. MAA will prioritize its expenditure of resources to achieve a competitive compensation position in public education in the local area market.

B. Pay Periods: The payroll period is bi-weekly. 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 26 times per year.

Your deductions will be itemized on your payroll stub. You should review your paycheck stub carefully each payday. If, at anytime, 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 MAA.

C. Basis for Determining Pay: The MAA Governing Board adopts a salary schedule each year based upon education, experience, and legislative mandates.

D. Salary Increases: Each job class or licensing level presently has a salary range. Increases beyond the initial or minimum salary for your class or license level may be granted annually until the employee reaches the top step of their salary range. If you receive a new job at a higher or lower level of pay, your salary will be adjusted according to the salary schedule rules that are adopted by the MAA governing council.

E. Direct Payroll Deposit: Direct payroll deposit is the automatic deposit of your pay directly into a financial institution account. Contact the Business Manager for details and the necessary authorization forms. This is a benefit we provide for your convenience. We encourage all employees to take advantage of this service.

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 include court-ordered garnishments or support deductions. If MAA receives a court order mandating that your pay be garnished you will be notified and provided a copy of the order. MAA will comply with the court order until such time as you provide a subsequently dated and signed court order directing MAA to cease making the deduction from your pay check.

G. Reimbursement for Travel and Expenses: Employees will be reimbursed for authorized travel and per diem expenses pursuant to the New Mexico Travel and Per Diem Rule, NMAC 2.24.2 as amended. You must obtain prior written authorization for expenditures for which you expect to be reimbursed for by MAA. 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.

H. Employment Classifications: Your position at MAA 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 the Employee 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 Head Administrator or the Business Manager prior to signing the receipt for this Handbook.

1. Non-Exempt and Exempt Employees. 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. These employees are referred to as "non-exempt" in this Employee Handbook. This means that they are not exempt from (and therefore should receive) overtime pay.

Exempt employees are Head Administrators, 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. An employee who works 30 hours per week, is considered a full-time employee.

3. Part-Time Employees. An employee who is regularly scheduled to work less than 30 hours per week is considered a part-time employee. If you are a part-time employee

working less than 20 hours per week, you are not eligible for the employee benefits described in this Employee Handbook.

4. **Overtime Pay.** 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, MAA's work week shall be from 12:00 a.m. Monday until 11:59 p.m. Sunday.

IV. PERFORMANCE

A. Performance Reviews: The Head Administrator or his/her designee will follow governing council policies and New Mexico Public Education Department requirements when conducting performance reviews for all licensed and certified personnel. The performance reviews will be conducted collaboratively between the Head Administrator, his/her designee and MAA employees. Nonexempt employees will be evaluated annually; licensed personnel will be evaluated in a manner consistent with PED regulations. The school's Head Administrator will be evaluated no less frequently than once per year by MAA's Governing Council.

During a formal performance review the Head Administrator may cover the following areas:

- The quality and quantity of your work.
- Strengths and areas for improvement.
- Initiative and teamwork.
- Attendance.
- Problem solving skills.
- Ongoing professional growth and development.
- **All other competencies for your position, level of licensure or certification.**

Additional areas will also be reviewed as they relate to your specific job.

Your review provides an opportunity for collaborative, two-way communication between you and the Head Administrator. This is a good time to discuss your interests and future goals. The Head Administrator is interested in helping you to progress and grow in order to achieve personal as well as work-related goals. The Head Administrator can answer any questions you may have about the performance review process.

The Head Administrator uses your annual performance evaluation as a factor in recommending your rate/salary increase, promotions, or award of subsequent contracts, if any. Your performance evaluation may also be impacted by your willingness to follow and cooperate with MAA's employee conduct policies as described in this Handbook or other directives or instruction given to you by the Head Administrator or your supervisor.

V. STANDARD OF CONDUCT

Generally speaking, we expect each employee to act in a mature and responsible way at all times. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed below, please see the Head Administrator or his/her designee for an explanation.

A. Smoking: The use of tobacco, or tobacco products at school or any MAA-sponsored functions, events or activities is prohibited for students, faculty, and staff.

B. Mark Armijo Academy and Staff Meetings: On occasion, we may require that you attend a meeting or school function outside your duty day. If you are a non-exempt employee, you will be paid for time spent. Prior approval by the Head Administrator will be required for any overtime.

C. Computer Software (Unauthorized Copying): MAA licenses the use of computer software from a variety of outside companies. MAA does not have the right to reproduce the software or to grant licenses for other users. Employees shall use the software only in accordance with the software publisher's license agreement. As a rule do not download school-purchased software on any other computer without verifying the right to do so. Illegal reproduction of software can subject an employee to civil damages and criminal penalties, including fines and imprisonment.

D. Employee Technology Acceptable Use Policy: Mark Armijo Academy 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 Mark Armijo Academy technology resources is a privilege granted to employees for the enhancement of job-related functions. Violation of which may result in disciplinary actions.

MAA does not attempt to articulate all possible violations of this policy. In general, users are expected to use Mark Armijo Academy 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 MAA, Board Members, or employees, or diminish employee 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 MAA computers for personal business.

MAA reserves the right to review, audit, intercept, access, and disclose all matters placed on MAA technology resources, as business conditions and/or security considerations warrant, without employee notice, during or after employee working hours. The use of a MAA provided password by an employee does not restrict MAA's right to access electronic communications. While MAA does not regularly monitor electronic communications it reserves the right to do so without notice. **Because MAA reserves the right to access and monitor the use of MAA's technology resources, no employee 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 school-related.**

E. Dress Code and Personal Appearance: Please understand that you are expected to dress and groom yourself in accordance with accepted social and business standards. You are expected to be suitably attired and groomed during working hours or when representing MAA. If the Head Administrator or his/her designee decides that your attire and/or grooming are inappropriate for school you may be asked to leave your workplace until you are properly attired and/or groomed. Employees who violate dress code standards may be subject to disciplinary action.

F. Drug-Free Workplace Policy: Employees who work while under the influence of alcohol or drugs present a safety hazard to themselves, their co-workers and students. In addition, employees who work under the influence of alcohol or drugs threaten MAA's reputation and integrity. MAA's policy is to create a drug-free workplace in accordance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace or while engaged in business off premises, such as at a parent's home, are strictly prohibited.

Prohibition and Standards.

1. General Prohibition. No employee or student will unlawfully possess, use, distribute, dispense, manufacture or be under the influence of alcohol or drugs while on MAA school grounds; at MAA sponsored or supervised activities (e.g., field trips); in any MAA owned, leased or used vehicle; while engaged in or going to or from MAA activities; or, while attending a school-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, marijuana, 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, 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 an employee is taking prescribed or over-the-counter medication that may affect work performance, this information should be immediately reported to the Head Administrator or his/her designee.

4. Conditions of employment. As a condition of employment, each employee will abide by the terms of this drug-free workplace policy. Every employee is required to notify the Head Administrator 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. Sanctions. Where an employee violates the terms of this policy or is convicted of violating a criminal drug statute for an offense occurring in the workplace, the employee will be subject to sanctions, consistent with law and policy, which may include either appropriate personnel action against the employee, up to and including termination; or, a requirement that such employee 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 employee will be responsible for all uninsured costs associated with any such program.

G. Acceptance of Gifts: Advance approval from the Head Administrator or his/her designee is required before an employee may solicit a gift on behalf of Mark Armijo Academy. Mark Armijo Academy 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 school functions.

H. Employment of Relatives: If you and members of your family are employed by Mark Armijo Academy, one may not supervise the other nor work in the same department. If the employees are unable to develop a workable solution, the Head Administrator will decide which employee may be transferred in such situations. Family members include the employee's spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, granddaughter, grandson, daughter-in-law, son-in-law, step-parent, domestic partner (a person with whom the employee's life is interdependent and with whom the employee shares a mutual residence), brother, sister, brother-in-law, sister-in-law, daughter or son of the employee's spouse or domestic partner, and any relative living in the household of the employee or domestic partner. Should two employees who work together or supervise each other enter into a personal, non-work related relationship, one or both employees may have to be transferred.

No person who is the spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, or daughter-in-law of the head administrator may be employed by MAA unless approved by the governing council. The Governing Council may not hire a head administrator who is the spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, or daughter-in-law of any member of the Governing Council.

I. Solicitations and Distributions: Solicitation for any cause during working time and in working areas is not permitted. You are not permitted to distribute non-MAA literature in work areas at any time during working time. Employees are not permitted to sell raffle chances, merchandise or otherwise solicit or distribute literature without management approval. Persons not employed by Mark Armijo Academy are prohibited from soliciting or distributing literature on MAA property.

J. Confidentiality: As an employee of MAA, you may learn confidential information about students, other employees or school business (together referred to as "confidential school

information”). During and after employment with MAA, confidential school information may not be shared with non-employees of MAA and may only be shared with other MAA employees on a need-to-know basis. If you violate this policy, disciplinary action will be taken up to and including termination or discharge.

MAA will provide employee information to outside agencies only upon written authorization of the employee or as provided by law. Only the Head Administrator 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 MAA will release your personal information. MAA’s standard reference letters are limited to confirming dates of employment, job title, and current rate of pay. All requests for employment verification must be received by the Head Administrator or Business Manager in writing. MAA’s response will be in writing. MAA does not provide letters of recommendation.

MAA protects employees' confidentiality and expects the employees to protect confidential school information as well. No one should provide any information about an employee and must refer any phone calls seeking such information to Head Administrator or Business Manager. Under no circumstances will MAA verify employment by telephone.

In addition, MAA also expects that you respect the privacy of your fellow employees, both with employees and non-employees. Personal information about any employee may not be discussed with other employees or non-employees without written authorization. Breaching confidences may be grounds for disciplinary action up to and including termination or discharge.

K. Employee Privacy: MAA reserves the right to search any person entering on its property or offsite while performing services for MAA and to search property, equipment, and storage areas including but not limited to, clothing, personal effects, vehicles, buildings, rooms, facilities, offices, parking lots, desks, cabinets, lunch and equipment boxes or bags, and equipment. Any items that you do not want to have inspected should not be brought to work.

L. Basis for Conduct-related Discipline: In addition to the foregoing described standards of conduct, the following is a list of unacceptable activities that can result in disciplinary action, up to and including termination. This list should NOT be considered comprehensive and nothing in this list alters the at-will nature of employment for some employees.

1. Violation of any MAA policy.
2. Violation of security or safety rules or failure to observe safety rules or MAA 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 MAA premises, except medications prescribed by a physician which do not impair work performance.
5. Unauthorized possession of dangerous or illegal firearms, weapons or explosives on MAA property or while on duty.

6. Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on MAA premises or when representing MAA; fighting, or provoking a fight on MAA property.
7. Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work; unreasonably refusing to help out on a special assignment.
8. Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose.
9. Intentional or negligent destruction of or damage to school property, or the property of fellow employees, customers, suppliers, or visitors in any manner.
10. Theft or unauthorized possession of school property or the property of fellow employees; unauthorized possession or removal of any school property, including documents, from the premises without prior permission from management; unauthorized use of school equipment or property for personal reasons; using school 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 MAA; unauthorized alteration of MAA or student records or other documents.
12. Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same.
13. Immoral conduct or indecency on MAA property.
14. Conducting a lottery or gambling on MAA premises.
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 or loitering during working hours.
19. Excessive use of MAA telephones for personal calls. Excessive use of personal cell phones during the duty day.
20. Smoking on MAA property or in MAA 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, employee, parent, or student; indifference or rudeness; any disorderly/antagonistic conduct on MAA premises.
24. Speeding or careless driving of vehicles while on school property.
25. Failure to immediately report damage to, or an accident involving, MAA equipment.
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 employee on MAA premises.
27. Failure to use required time clock/timesheets, alteration of your own timesheet or records or attendance documents, punching or altering another employee'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 MAA to provide a safe and healthy environment for employees and students.

M. Discipline Process: A number of tools are utilized to motivate, correct, and/or discipline employees, 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. Your supervisor may also use a progressive, corrective process. This progressive disciplinary process may involve, but is not limited to, oral or written warnings, probation for poor work performance/habits, disciplinary suspension, and termination.

If progressive discipline is not considered appropriate, however, the sequence described above will not be followed. Decisions about whether discipline is necessary and what type of discipline is to be imposed are at the sole discretion of the Head Administrator.

In the case of serious misconduct, it may be necessary to protect the safety and security of the workplace by suspending or placing the involved employees on administrative leave in order to remove them from the workplace. In addition, in some instances, while your supervisor is investigating and considering appropriate action, you may be relieved from duty pending a full investigation of the circumstances. The investigation may have one of the following results: (a) if the circumstances do not justify suspension, you will be allowed to return to work, although other disciplinary action may be taken; (b) if the circumstances do justify suspension you will be notified of the suspension and dates and conditions for returning to work. You will not be paid or accrue sick leave (if applicable to you) for the period suspension occurs; or (c) if the circumstances justify termination, and you are not a "tenured" employee within the meaning of the New Mexico School Personnel Act, you will be dismissed and a final paycheck will be issued excluding time of unpaid suspension. If you are a "tenured" employee and the circumstances justify termination or discharge, the process outlined in this handbook will be followed.

N. Grievance Procedures for on the Job Problems: As an employee of MAA and an important member of our team, we are concerned that on the job problems are brought to the attention of MAA. Many problems tend to arise out of misunderstanding or lack of complete

information. If problems are kept hidden, they tend to fester and to grow out of proportion to their seriousness. If you feel that anything has occurred that is in any way unfair to you, or if you have any complaints, requests, or constructive criticism, the best way to eliminate the problem is to talk it over. If the problem involves harassment of any kind, please see previous section. This grievance procedure policy does not apply for complaints about the following situations:

1. The contents of an evaluation or the discretionary act(s) of professional judgment relating to the evaluation of the work performance of any employee by his/her immediate supervisor;
2. Discharge or termination decisions (See below);
3. Situations in which the remedy for the alleged violation resides exclusively in some person, agency, or authority other than MAA, its Head Administrator or Governing Council;
4. A former employee cannot file a grievance after the effective date of separation from employment.

All problems should be taken to your immediate supervisor first for discussion. Your supervisor is always ready and willing to answer your questions about your work or your progress. If you have ideas for doing things a better way or encounter a problem about practices discussed herein or if any problems arise in the course of your work, talk to your supervisor. In most instances, the problem can be immediately solved after this first step is taken.

If, after talking to your supervisor, you have not received a satisfactory explanation or decision, you should notify your supervisor that you wish to present the problem to the Head Administrator. To do this, please write a note to the Head Administrator stating

- (1) your name and department;
- (2) what the problem is;
- (3) when you discussed it with the supervisor;
- (4) what your supervisor's response was;
- (5) why you disagree; and
- (6) what you suggest as the proper response to the problem you raised.

The Head Administrator or his/her designee will investigate and, to the extent necessary, will discuss the problem with you.

Option for a third step: If you feel you did not receive a satisfactory explanation or decision, you should notify the Head Administrator that you wish to present the problem to a neutral third party. To do this, please write a note to the Head Administrator stating

- (1) your name and department;
- (2) what the problem is;
- (3) when you discussed it with your supervisor and the Head Administrator;
- (4) what his/her responses were;
- (5) why you disagree; and
- (6) what you suggest as the proper response to the problem you raised.

The person designated by the Head Administrator will investigate and, to the extent necessary, will discuss the problem with you.

In all cases, if an immediate decision is possible, it will be given to you; if not, you will be informed of a time when an answer will be available.

We urge that you bring all problems or complaints out into the open since only in this manner can any action be taken by MAA. All complaints should be brought no later than ten (10) school days from the complained of incident. This is to insure that a proper investigation and fair evaluation can take place.

VI TERMINATION AND DISCHARGE

A. Definitions.

1. Termination. In the case of a licensed employee, “termination” means non-renewal of a contract at the end of its term. For all other employees, “termination” means severing or ending the employment relationship.
2. Discharge. Discharge means to sever the employment relationship of licensed personnel or employees under contract before the end of the existing contract.
3. Just cause. Just cause refers to a reason for termination or discharge that is rationally related to an employee’s competence or moral turpitude or the proper performance of his/her duties and that is not in violation of the employee’s civil or constitutional rights.

B. Termination/Discharge Policy for Employees with Less than Three (3) Consecutive Years of Service:

1. General. MAA may terminate an employee (licensed or non-licensed) with fewer than three (3) years of consecutive service for any reason it deems sufficient.
 - a. Non-contract employees. Employees with three (3) years or fewer of consecutive service and who are not employed pursuant to a contract are considered at-will employees. A written notice of termination will be provided to the employee.
 - b. Contract employees. Contract employees with three (3) years or fewer of consecutive service; i.e., who have not been reemployed under a third consecutive contract, may be terminated by non-renewal of their contracts without cause.
2. Protest Procedure for Employees with Fewer than Three (3) Consecutive Years of Service. For an employee of fewer than three (3) consecutive years who was terminated or whose contract was not renewed, there is no protest procedure because such an employee may be terminated or not renewed without just cause. However, an employee of fewer than three (3) years may request a written explanation from the Head Administrator that details the rationale for his/her termination or non-renewal. Requests for an explanation will be made in writing and delivered to the Head Administrator no later than five (5) working days after receipt of the notice of termination or notice of non-renewal. Reasons for the determination will be provided to the employee within ten (10) days of receiving his/her request. The decision of the Head Administrator to terminate is final and not subject to appeal.

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

1. Non-Contract and Contract: No employee who has been employed by MAA for three (3) years or more of consecutive service may be discharged except for just cause.
2. Protest Procedure. MAA provides the following procedures for challenges to termination or discharge decisions for employees with three (3) or more years of consecutive service:

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

b. Hearing Before the Governing Council. If after receiving the Head Administrator's written reasons for termination, the employee contends that the reasons do not constitute just cause, the employee will be granted permission to address his/her objections to termination to the Governing Council by following these steps:

i. The employee must submit a written request for a hearing before the Governing Council within ten (10) days after receiving the written rationale for termination from the Head Administrator. The request for hearing must include a statement explaining why the employee believes that he/she was terminated for reasons that do not constitute just cause. In addition, the statement must include facts, supporting documentation and potential witnesses who will support the employee's position.

ii. The Governing Council will meet to hear the employee present the statement in no less than five (5) and no more than fifteen (15) working days after receipt of the employee's written statement of contentions.

iii. At the hearing, both the employee and the Governing Council may have representation of their choice, but at their own expense. Both parties will notify the other no later than 10 calendar days prior to the scheduled hearing date whether either will have an attorney present. Failure to notify the other of having an attorney representative will be good cause to postpone the hearing.

iv. Rules for Hearing:

(A) The hearing will be conducted in accordance with the provisions of the Open Meetings Act; i.e. the employee may request that the hearing be held in a public session. The MAA Governing Council, however, reserves the right to deny an open meeting if the grounds for termination are based on issues that will include identifiable student information and the employee has not secured a full release from the named student's legal guardian at least three days prior to the proceedings. The employee must provide the original release to the school.

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

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

(D) The Head Administrator may offer such rebuttal testimony that he/she deems appropriate.

(E) Each party may question all witnesses.

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

(G) No record will be kept of the hearing.

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

[Reference, NMSA 1978 §22-10A-24.]

D. Appeals from Determinations by Governing Council: Arbitration. Either the terminated employee or other representatives of MAA may appeal the decision of the Council. The matter will be appealed to an independent arbitrator who will hear all evidence as if presented for the first time. The arbitration process takes place as follows:

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

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

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

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

5. Rules of Arbitration:

- a. MAA and the employee may have representation of their choosing, but at their own expense; both parties will notify the other no later than 10 calendar days prior to the scheduled hearing date whether either will have an attorney present. Failure to notify the other of having an attorney representative will be good cause to postpone the hearing.
- b. Discovery will be limited to depositions and requests for production of documents on a time schedule to be determined by the arbitrator;
- c. The arbitrator has the power to issue subpoenas for witnesses and documents and to administer oaths;
- d. The New Mexico Rules of Civil Procedure will not be strictly enforced, however, the rules will apply to the extent that both contentions and responses are amply and fairly presented;
- e. The Rules of Evidence will not strictly apply, but the arbitrator will permit either party to call and examine witnesses, to cross-examine witnesses and to introduce evidence. The arbitrator will require reasonable substantiation of statements and authentication of records where the accuracy or truth is in reasonable doubt;
- f. The Governing Council will have the burden to show by a preponderance of evidence that the employee was terminated for reasons that constitute just cause.
- g. If the Governing Council cannot show just cause, or the employee sufficiently rebuts the Governing Council's reasons, then the arbitrator will reverse the decision to terminate and order reinstatement of the employee;
- h. Either the employee or MAA may record the proceeding at their own expense, but it will not constitute an official record for purposes of further appeal.
- i. Departures from these procedures are considered harmless unless the party can demonstrate prejudice.

6. Decision. The arbitrator will issue a written decision within thirty (30) working days of the hearing, which will contain findings of fact and conclusions of law.

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

8. Binding Decision. Decisions by the arbitrator are final and binding on both MAA and the employee. The decision may not be appealed unless the decision was procured by corruption, fraud, deception or collusion, in which case it will be appealed to the Second Judicial District Court for the State of New Mexico.

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

E. Report to PED: MAA will report to the NMPED all terminations and all actions arising from terminations annually. [Reference NMSA 1978 §22-10A-25 (2003)]

F. Termination/Discharge Policy for Other Personnel Exempt From Protest Procedures: In addition to employees who have fewer than three (3) consecutive years of employment, the rights to due process protests upon termination do not apply to the following MAA personnel:

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

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

I. Notification and Immediate Removal.

- a. Notice of discharge. The Head Administrator will serve written notice (certified mail return receipt requested) or will arrange personal delivery retaining a receipt signed and dated by the employee, of intent to discharge. Service otherwise consistent with the rule of civil procedure will be sufficient to complete service as meant by these provisions.
 - b. Stated reasons. The notice will include the reasons for the Head Administrator's recommendation that the employee be discharged along with a written description of the employee's right to a hearing before the Governing Council.
 - c. Immediate Removal. In the event that the Head Administrator determines that it is necessary to immediately remove the employee from the school premises, the employee will be placed on paid administrative leave pending the outcome of a hearing on the recommended discharge. The hearing will take place prior to discharge unless the employee presents a risk of harm to self, students, employees or the continued operations of MAA.
2. Protest Procedure/Hearing. A contract employee who receives a notice of intent to recommend discharge may request a hearing before the Governing Council by giving the Head Administrator a written notice of his/her decision to request a hearing within five (5) working days of receipt of the notice to recommend discharge.
- a. Date of hearing. If the employee timely notifies the Head Administrator that he/she is requesting a hearing on the recommendation for discharge, a hearing will

be scheduled by for no less than twenty (20) and no more than forty (40) working days after the Head Administrator receives the written election from the employee. The employee will have at least ten (10) working days prior notice of the hearing date.

b. Hearing Procedures.

i. MAA and the employee may have representation of their choosing and at their own expense. Both parties will notify the other no later than 10 calendar days prior to the scheduled hearing date whether either will have an attorney present. Failure to notify the other of having an attorney representative will be good cause to postpone the hearing.

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

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

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

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

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

vii. The Governing Council will render its written decision within twenty (20) calendar days of the conclusion of the hearing and deliver its decision to the employee by certified mail return receipt requested or by personal delivery.

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

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

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

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

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

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

f. Arbitration Rules:

i. MAA and the employee may have representation of their choosing, but at their own expense. Both parties will notify the other no later than 10 calendar days prior to the scheduled hearing date whether either will have an attorney present. Failure to notify the other of having an attorney representative will be good cause to postpone the hearing;

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

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

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

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

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

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

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

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

x. Decision. The arbitrator will issue a written decision within thirty (30) working days of the hearing, which will contain findings of fact and conclusions of law;

xi. Final Decision. Decisions by the arbitrator are final and binding on both MAA and the employee; the decision may not be appealed unless the decision was procured by corruption, fraud, deception or collusion, in which case it will be appealed to the Second Judicial District Court for the State of New Mexico.

xii. Costs/Fees. The employee and MAA will pay their own fees, expenses and costs; the arbitrator may assign to either party, or both of them, the fees and costs of the independent arbitrator.

xiii. Compensation after discharge. Payment of compensation to any certified school instructor or certified administrator will terminate as of the date a final decision, provided by the Governing Council, if not appealed, or by the arbitrator. If the contract is to be paid monthly during a twelve (12) month period for services to be performed during a period less than twelve (12) months, the person will be entitled to a pro rata share of the compensation payments due for the period during the twelve (12) months in which no services were to be performed.

H. Phasing Out and Elimination of Positions/Reduction-in-Force: From time-to-time, it may be necessary to phase-out or eliminate certain job classifications or reduce the number of positions in a particular employment category. An orderly process will be established by the MAA Reduction in Force Policy to guide such phase-out or reduction in force. A reduction in force carried out pursuant to MAA's policy is just cause for termination or discharge.

I. Administrative Leave Pending Possible Disciplinary Action: If you are suspected of violating MAA's policies, procedures, or work rules, you may be placed on administrative leave with pay pending an investigation of the situation.

J. Resignation: Non-exempt employees should give a minimum of two weeks written notice of resignation to the Head Administrator. Mark Armijo Academy will consider you to have voluntarily terminated your employment if you do any of the following:

1. Resign from MAA,
2. Fail to return from an approved leave of absence on the date specified by Mark Armijo Academy, or
3. Fail to report to work or call in for two (2) or more consecutive work days

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

K. Retirement: Eligible employees who meet the criteria established by the New Mexico Educators Retirement Board and wish to retire should contact the Business Manager in advance of the anticipated retirement date to initiate retirement proceedings. Employees anticipating retirement should contact the New Mexico Educators Retirement Board to ensure that the employee follows the most appropriate and current retirement policies.

L. Return of Mark Armijo Academy Property: Any MAA property issued to you, such as keys, computer equipment, etc. must be returned to MAA 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. Please see equipment sign out form in appendix I.

M. Safety:

1. General Employee Safety. MAA is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. Maintaining a safe work environment, however, requires the continuous cooperation of all employees. MAA 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 Head Administrator or his/her designee 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 employee participation and your input on health and safety matters

SAFETY COMMON SENSE:

Lifting: Ask for assistance when lifting heavy objects or moving heavy furniture. Bend your knees, get a firm grip on the object, hold it close to your body and space your feet for good balance. Lift using your stronger leg muscles, not your weaker back muscles.

Materials Handling: Do not throw objects. Always carry or pass them. Use flammable items, such as cleaning fluids, with caution. Also, stack materials only to safe heights.

Trash Disposal: Keep sharp objects and dangerous substances out of the trash can. Items that require special handling should be disposed of in approved containers.

Cleaning Up: To prevent slips and tripping, clean up spills and pick up debris immediately.

Preventing Falls: Keep aisles, work places and stairways clean, clear and well lighted. Walk, don't run. Watch your step.

Handling Tools: Exercise caution when handling objects and tools. Do not use broken, defective or greasy tools. Use tools for their intended purpose only. Wear safety glasses or goggles whenever using a power tool.

Falling Objects: Store objects and tools where they won't fall. Do not store heavy objects or glass on high shelves.

Work Areas: Keep cabinet doors and file and desk drawers closed when not in use. Remove or pad torn, sharp corners and edges. Keep drawers closed. Open only one drawer at a time.

Using Ladders: Place ladders securely. Do not stand on boxes, chairs or other devices not intended to be used as ladders.

Machines: Do not clean machinery while it is running. Lock all disconnect switches while making repairs or cleaning.

Electrical Hazards: Do not stand on a wet floor while using any electrical apparatus. Keep extension cords in good repair. Don't make unauthorized connections or repairs. Do not overload outlets.

Area Rugs: Area rugs should be taped down in order to prevent tripping.

Fire Prevention: Know the location of the fire extinguisher(s) in your area and make sure they are kept clear at all times. Notify your supervisor if an extinguisher is used or if the seal is broken. Make sure all flammable liquids, such as alcohol, are stored in approved and appropriately labeled safety cans and are not exposed to any ignition source. Evacuation exits should be posted. Be familiar with fire drill procedures and plans for evacuating students.

2. Reporting Safety Issues

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to the Head Administrator or her designee. If you or another employee is injured, you should contact outside emergency response agencies, if needed. The Employee's 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.

N. Weapons: MAA prohibits all persons who enter Mark Armijo Academy 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 MAA to carry a weapon on the property. Any employee violating this policy will be subject to disciplinary action.

All staff must review and be familiar with safety policies and procedures listed in the SAFE SCHOOL PLAN.

O. Violence in the Workplace Policy: MAA has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect MAA or which occur on Mark Armijo Academy property will not be tolerated. Every employee is required to report incidents of threats or acts of physical violence of which he/she is aware to the Head Administrator.

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

1. Hitting or shoving an individual.
2. Threatening an individual or his/her family, friends, associates, or property with harm.
3. Intentional destruction of or threatening to destroy Mark Armijo Academy's property.
4. Making harassing or threatening phone calls.
5. Harassing surveillance or stalking (following or watching someone).
6. Unauthorized possession or inappropriate use of firearms or weapons.

P. Security: Maintaining the security of MAA buildings and vehicles is every employee's responsibility. Develop habits that insure security as a matter of course. For example: When you leave Mark Armijo Academy premises make sure that all entrances are properly locked and secured.

Q. Parking Areas: You are encouraged to use the parking areas designated for employees. 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 employees. 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. MAA is not responsible for any loss, theft or damage to your private vehicle or any personal property.

R. Conflict of Interest: No person shall sell or use student, faculty or staff lists with personal identifying information obtained from a public school or a local school district for the purpose of marketing goods or services directly to students, faculty or staff or their families by means of telephone, mail or electronics. The provisions of this section shall not apply until the students' parent(s) have consented in writing or it is for a legitimate educational purpose as determined by PED regulations.

1. Employees of the school 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, school supplies to MAA. This provision shall not apply in cases in which school employee contracts to perform special services with the school with which they are associated or employed during time periods wherein service is not required under a contract for instruction, administration or other employment.

2. No employee of the school shall solicit or sell or be the party to a transaction to solicit or sell insurance or investment securities to any employee of the school.

3. Violation of these conflict of interest provisions may constitute a fourth degree felony. In addition, the PED may suspend or revoke the licensure of a licensed school employee for acting in a manner that constitutes a conflict of interest.

VII. BENEFITS

MAA is committed to sponsoring a comprehensive benefits program for all eligible employees. Literature is available from our insurance companies for details on your health/dental coverage. Please see the Business Manager for information on your benefits and coverages.

If you are a full-time employee, or a part-time employee who works twenty (20) hours or more per week, you will be eligible to receive all of the benefits described in this Employee Handbook. Coverages are available to you and your dependents as defined in the benefit summary plan descriptions. Please see the Business Manager for details.

A. Group Insurance: A comprehensive, quality insurance program is available to employees and their families. You become eligible for coverage on the first day of the month following your date of hire.

The following benefits are provided, as defined and limited in the literature provided by our insurance company:

- Medical Care Coverage
- Dental Care Coverage
- Vision Care Coverage
- Retirement Savings

Upon enrolling, you will obtain summary plan descriptions describing your benefits in detail. Should you select coverage, you will pay a percentage of coverage yourself and your dependent(s) coverage based on the coverage you select. MAA will pay a portion of the insurance premium. According to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, in the event of your termination of employment with Mark Armijo Academy or loss of eligibility to remain covered under our group health insurance program, you and your eligible dependents may have the right to continued coverage under our health insurance program for a limited period of time at your own expense.

The Charter School shall comply with all state laws and regulations pertaining to employee health and basic life insurance coverage. The requirements of the New Mexico Public Schools Insurance Authority (NMPSIA) Employee Benefits Group Plan shall apply at all times to Charter Schools in the administration of benefits. The Charter School is required to provide newly hired employees with the appropriate applications, information and instructions relating to the enrollment process.

Employees may participate in the 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 (20) hours or more per week shall be entitled to participate in Medical, Dental, Long Term Disability and Vision coverage.
 - 2.) Charter School shall enroll and pay premiums at the rate of 100% for Basic Life insurance coverage for any employee who works a minimum of twenty (20) 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.
- A. 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.
 - B. An eligible employee who has a change in status is required to complete the appropriate NMPSIA Employee Record Change Card within thirty-one (31) calendar days from the qualifying event.
 - C. Pursuant to federal law and NMPSIA rules, an eligible employee may enroll in medical coverage for the occurrence of "special events" as defined by NMPSIA rules. These enrollments do not apply to dental or vision coverage.
 - D. The Charter School 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 who are also losing coverage upon becoming ineligible shall also be informed of their COBRA rights.

LIFE INSURANCE COVERAGE

- A. The Charter School shall provide the following Basic Life/Accidental Death and Dismemberment coverage to all employees: \$50,000 Life/AD&D.
- B. Charter School employees have the option to select Voluntary Life through Prudential for themselves, spouse or children, which is a 100% employee deduction.
- C. MAA shall provide employees, on a matching basis, long-term disability coverage. The waiting period for coverage shall be sixty (60) days.

B. New Mexico Retirement Plan: The New Mexico Educators Retirement Act 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) are mandated by the New Mexico Educational Retirement Act to participate in the retirement plan. Participation in the Plan begins on **the first day of the month following your date of hire**. MAA and the employee are required by State law to contribute to this retirement plan operated by the New Mexico Educators Retirement Board. The details regarding MAA and employee contributions, vesting, administration, and investments are provided in the Summary Plan Description, made available through the Education Retirement Board.

C. Social Security: In accordance with the applicable federal law, all employees are required to participate in and contribute to Social Security. MAA 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.

D. Workers' Compensation: MAA maintains Workers' Compensation Insurance coverage for employees who sustain an injury or illness compensable under the New Mexico workers' compensation laws. MAA pays the full cost of the workers' compensation insurance. All workers' compensation claims are subject to evaluation and investigation by MAA and its insurance carrier. If you are injured while performing duties related to your job at MAA, you must report the injury promptly to your immediate supervisor. More information is available from MAA's Business Manager.

E. Unemployment Compensation: MAA 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 MAA Head Administrator or Business Manager.

F. Leave Benefits: As a part of the Benefits package provided to MAA employees, the Governing Council may allow approved leaves of absence. Leaves may be granted with or without pay. Requests for Leave forms must be completed and submitted to the Head Administrator for approval. Explanations of the reason for leave request need not be entered on a Request for Leave form for personal leave. However, explanations are necessary for all other types of leave.

I. Sick Leave: Regular full-time employees are entitled to one (1) day of sick leave for every contracted month (PT employees will be prorated based on his/her FTE status); contract personnel are entitled to the number of sick leave days stated in their contract. Unless otherwise provided for or as approved by the Head Administrator, sick leave is to be used by employees in accordance with the following provisions:

Sick Leave is to be used only in the event of illness of the employee, or of the employee's immediate family, and for no other purpose. Misuse of sick leave is cause for disciplinary reasons, up to and including termination or discharge. For the purposes of this section, "immediate family" is defined as a spouse, child, sibling, parent, grandparent, any other relative permanently residing with the employee, or any other person as defined by the Head Administrator.

If an employee requests sick leave during scheduled inservice days (beyond one school day per school year), the employee will be required to bring a health professional statement verifying that the leave was necessitated by illness. If a health professional statement cannot

be produced, the employee will not receive compensation (pay) for that day. An employee may use one personal leave day per year for an excused absence of an inservice day.

Notice of absence from work due to illness should be provided to the Head Administrator or his or her designee by 6:30 a.m. on the day of illness, if possible, or as soon thereafter as is reasonable, allowing reasonably enough time for the Head Administrator to find a substitute teacher, in the instance of instructional employees, or temporary help, in the instance of administrative staff.

When possible, such as in the event of foreseeable extended illnesses and planned medical procedures, advance notice of the use of Sick Leave should be given to the Head Administrator or his or her designee.

An employee will not be paid for unused sick leave days upon severance of his/her employment from MAA, however, unused sick leave may be carried over into succeeding school years up to a maximum of 200 hours. Accumulated unused sick leave may be used for personal or family illnesses as described in the Family Medical Leave provisions below.

If an employee misses three (3) consecutive workdays due to illness, the Head Administrator may request that you bring a release to return to work notice from your physician or licensed health practitioner. The Head Administrator may, at any time, request that an employee bring a doctor's note verifying that your leave was necessitated by illness.

Unused sick leave will not be paid out upon severance of his/her employment with MAA.

2. Personal Leave Personal Leave of up to two (2) days per year may be granted, upon request, to all eligible employees (PT employees will be prorated based on his/her FTE status). This leave is granted to employees for personal matters that require absence during working hours. Requests for personal leave should be made at least five (5) school days in advance and the Head Administrator 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. Personal leave not taken shall be accumulated the next year as unused with sick leave up to the maximum set forth. ***Employees will not be paid for unused personal leave upon severance of his/her employment with MAA.***

3. Family and Medical Leave Policy

Leave. In accordance with the Family and Medical Leave Act of 1993, MAA has established a policy that will allow up to twelve weeks of unpaid leave in a twelve-month period:

- for an employee's own serious health condition that makes the employee unable to perform the functions of the employee's job;
- for a serious health condition of an employee's child, spouse, or parent where the employee is needed to care for that family member;
- upon the birth of a child to care for the child; or
- because of the placement of a child with an employee for adoption or foster care.

Any one of these reasons is referred to as an "employee's serious health condition" in this policy.

b. Eligibility. In order to be eligible for family and medical leave an employee must have worked for MAA:

- For at least twelve months; and
- at least 1,250 hours during the year preceding the start of the leave.

c. Return to Work. Unless otherwise permitted by law, at the end of the approved family and medical leave, the employee will be offered restoration to the same position he/she held when leave commenced or to an equivalent position. MAA may choose to exempt certain highly compensated employees from this requirement and not return them to the same or an equivalent position.

An employee whose family and medical leave exceeds twelve weeks within a twelve-month period will not be guaranteed a job upon return from the leave, unless otherwise required by law. An employee who fails to return to work at the end of an approved medical leave will be considered as having voluntarily terminated.

MAA requires that upon returning from leave due to an employee's serious health condition, the employee must provide certification from his/her health care provider or that of his/her family member. If the employee is ill when the employee is able to resume work his/her health provider must provide certification that the employee is fit for duty with regard to the serious health condition that caused the employee's need for family and medical leave.

d. Request for Leave. Employees must provide thirty days' prior notice if the leave is foreseeable. If an employee is unable to provide such notice, notice must be provided as soon as practicable.

An employee undergoing planned medical treatment will be required to make a reasonable effort to schedule the treatment to minimize disruptions to MAA's operation.

Family and medical leave request forms are available from the Business Manager and completed and returned to the Business Manager for approval by the Head Administrator.

e. Certification. An employee requesting a family and medical leave for a serious health condition must provide the MAA with certification from a health care provider.

The Business Manager has certification forms for the health provider to complete. The forms must be fully completed.

The employee should furnish the required certification when requesting leave or soon after the leave is requested, but not more than fifteen calendar days from the start of the requested leave, unless it is not practical under the particular circumstances. During the leave, MAA may also require that the employee obtain recertification of the medical condition supporting the leave.

MAA has the right to require an employee to obtain an opinion by a health care provider designated and paid for by MAA either before or during the leave. If there is a disagreement, a third health care provider will settle the dispute.

f. Disability/Workers' Compensation Benefits. Employees on a family and medical leave due to their own serious health condition may be eligible for payments from other sources such as workers' compensation, state disability, or disability insurance, if any. Employees should ask the Business Manager if they think they are eligible for these benefits.

g. Intermittent Leave. If an employee requests intermittent leave, it may be necessary for MAA to transfer him/her to another position that will better accommodate an intermittent or reduced schedule.

h. Substitution of Paid Leave. Employees taking family and medical leave must use all of their available accrued and unused paid sick and personal days and vacation (if full time year around employee) as part of the leave. Once the employee's paid leave benefits are exhausted, the employee will continue for the duration of the family and medical leave without pay.

i. Benefit Continuation. MAA will continue to maintain group health insurance coverage for the employee and, where applicable, for his/her dependents during the family and medical leave, up to a maximum of twelve weeks in a twelve-month period. Employees must, however, arrange to pay the premium contributions they previously had deducted in order to continue group health or other insurance for themselves and, where applicable, their dependents during the family and medical leave. The employee will be required to arrange for and pay for other benefits while on leave without pay. Failure to make arrangements and to pay the premiums for benefits other than health insurance while on leave, may result in termination of those employee benefits.

If an employee fails to return to work at the end of the family and medical leave, MAA may require the employee to reimburse it for the amount MAA paid for the employee's health insurance premiums during the leave.

4. Bereavement (Funeral) Leave: may be granted, upon request, to all employees for a death in the immediate family of the employee. Up to three (3) working days of leave with pay (not charged to other leave time) shall be granted to regular, full-time employees upon request. The purpose of this leave is to make arrangements for and attend funeral services of the employee's spouse, child, parent, parent-in-law, grandparent, granddaughter, grandson, daughter-in-law, son-in-law, domestic partner, brother, sister, daughter or son of the employee's spouse or domestic partner, and any relative living in the household of the employee. Funeral leave pay will only be made to employees for actual time spent away from work for the funeral or its arrangements. For example, if the death occurs at a time when work is not scheduled, payment will not be made. Requests for extended bereavement may be considered by the Head Administrator.

4. Leave for Jury Duty and Court Subpeona Leave: is available to employees as follows:

1. Full-time and part-time employees will receive their normal pay for days that they are required to report to jury duty. Employees must immediately report a call to jury duty or subpoena to their supervisor.
2. If an employee is excused from jury duty or the subpoena assignment prior for any full day, they must report to work on that day.
3. In order to receive compensation for jury duty leave, the employee must remit all fees paid by the courts to MAA.
5. **Religious Leave:** may be granted, upon request, to all employees for observance of recognized religious events. Personal leave may be used or leave without pay will be granted. This leave may be granted for up to two (2) days per year.
6. **Military Leave of Absence:** If you are a full-time employee and are inducted into the U.S. Armed Forces, you will be eligible for reemployment after completing military service, provided:
 - a. You show your orders to the Head Administrator as soon as you receive them.
 - b. You satisfactorily complete active duty service of five years or less.
 - c. You enter the military service directly from your employment with MAA.
 - d. 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.
7. **Military Reserves or National Guard Leave of Absence:** Employees who serve in the U. S. military organizations or state militia groups 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 are expected to 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.***
8. **Voting Leave:** will be granted to employees who are eligible voters and whose work day begins less than two hours after the polls open and ends less than three hours before the polls close. 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. Employees utilizing this benefit must vote in the election for which they are granted leave. The Head Administrator will schedule voting leave to ensure department work is covered.

Mark Armijo Academy

I, _____, have received the 2020-2021 Mark Armijo Academy Employee Handbook on _____.

My signature on this form acknowledges that I have received and agree to read the Mark Armijo Academy Employee Handbook.

I understand that the policies contained within the Employee Handbook represent fundamental and mandatory policies of Mark Armijo Academy, and I agree to comply fully with the standards contained in this Handbook. I understand that compliance with these standards, policies and procedures is a condition of my continued employment. Mark Armijo Academy reserves the right to occasionally amend, modify and update the Employee Handbook.

Employee Signature