



**The GREAT Academy**

**Employee Policy Handbook**

Issue Date: July 2024

***This document contains confidential material and must be returned to The GREAT Academy immediately upon termination of employment***

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*The GREAT Academy does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal*

*access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies:*

*Title IX Coordinator/ Section 504 Coordinator: Keisha Matthews*

*Name and/or Title: Principal/Director of Academics*

*Address: 6001-A San Mateo Blvd. NE Albq. NM 87109*

*Telephone No: 505-792-0306*

## 1. INTRODUCTION

### 1.1 Employee Welcome Message

Welcome!

On behalf of your colleagues, I welcome you to The GREAT Academy and wish you every success here.

We are striving to create the best learning environment, not only for students but for staff, too. We hope the time you spend at The GREAT Academy becomes an important part of your own development and that this results in students, staff, and the school growing together.

This handbook was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees are expected to familiarize themselves with the contents of the employee handbook as soon as possible as part of their responsibilities as employees of TGA. The handbook will answer many questions about employment with TGA.

We hope that your experience here will be challenging, enjoyable, insightful, and rewarding. Our mission is to provide students with the necessary skills for career success and the demands of post-secondary education. We know this is an enormous task and we welcome you to this great work.

Sincerely,

*Jasper Matthews*

Jasper Matthews  
Executive Director

NO ONE OTHER THAN THE EXECUTIVE DIRECTOR AND THE TGA BOARD OF DIRECTORS, REFERRED TO THROUGHOUT THIS DOCUMENT AS TGA BOD, HAS THE AUTHORITY TO ENTER INTO ANY AGREEMENT, ORAL OR WRITTEN, WITH ANY INDIVIDUAL, FOR EMPLOYMENT FOR ANY SPECIFIED PERIOD OF TIME. ANY SUCH AGREEMENT WITH THE EXECUTIVE DIRECTOR OR TGA BOD MUST BE AN INDIVIDUAL AGREEMENT IN WRITING AND SIGNED BY YOU AND THE APPROPRIATE EXECUTING PARTIES.

## 1.2 Organization Description

### Our Mission

The GREAT Academy mission is to ensure that all students Gain Real-world Experience through Active Transition. The Academy exists, not only to improve education for students, but to provide students with the necessary skills for career success. The GREAT Academy promises to make sure that our seniors are prepared for the demands of post-secondary education and/or the career world, and in turn, improve the community by improving its residents. The Academy is committed to providing students with an education that is relevant and meaningful to their journey of achieving success.

1. Virtual Learning
2. Academic Improvement Plans
3. Service Learning
4. Leadership/ Character Education
5. Pathways to Success

### Seven Philosophical Principles

In effort to assist The GREAT Academy in achieving its mission, TGA has seven philosophical principles designed to keep students and staff efficient, accountable, and striving towards success:

- Strategic Planning and Organizational Development
- Problem Solving, Teaming, and Consultation Processes
- Parent and Community Training, Support, and Outreach
- Effective School, Schooling, and Professional Development
- Instruction Linked to Assessment, Intervention, and Achievement
- Behavioral Instruction Linked to Behavioral Assessment, Intervention, and Self-Management
- Data Management, Evaluation, and Accountability

### **1.3 Organizational Structure**

The GREAT Academy is a public charter high school authorized by the State of New Mexico Public Education Department and pursuant to the Charter Schools Act. The charter school is governed by a Board of Directors. All employees of TGA are employees of the charter school and not of APS. The Executive Director is charged with making all employment decisions, including hiring, termination, discharge, discipline, and determining salaries. The Executive Director is hired by the school's Board of Directors, which also sets policies for the school. A detailed description of the Board of Directors and the governing structure can be found in the school's charter. The guiding principles behind all levels of decision-making at The GREAT Academy is effective communication and clarity of decision-making authority.

### **1.4 Introductory Statement**

This handbook is designed to acquaint you with The GREAT Academy and to provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. These policies and procedures supersede all prior policies and procedures. These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the Board of Directors. You should read, understand, and comply with all provisions of this handbook. It describes many of your responsibilities as an employee and outlines the programs developed by TGA to benefit employees. Our objective is to provide a work environment that is conducive to both personal and professional growth.

As TGA continues to grow the need may arise, and the Board of Directors reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion.

## **2. EMPLOYMENT**

### **2.1 Standards of Conduct**

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and congenially. By accepting employment with us, you have a responsibility to The GREAT Academy and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary.

#### **Employee Standards of Conduct**

The GREAT Academy employees serve as positive role models for students and set good examples in conduct, manners, dress, and grooming. The GREAT Academy expects each employee to maintain the highest standards of conduct and act in a mature and responsible manner at all times. Employees must not engage in activities which violate federal, state, or local laws or which, in any way, diminish the integrity, efficiency, or discipline of the School.

### **Staff Conduct with Students**

Staff members will maintain appropriate professional behavior while working with students and refrain from harassment, malicious or prejudicial treatment, and abridgement of student rights.

### **Conflict of Interest**

Employees are prohibited from using confidential information acquired by virtue of their associations with the School for their individual or another's private gain. Employees are prohibited from requesting, receiving, or accepting a gift or loan for themselves or another that tends to influence them or appear to influence them in the discharge of their duties as employees.

### **Unacceptable Activities**

The GREAT Academy expects 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 your supervisor. Note that the following list of unacceptable activities does not include all types of conduct that can result in disciplinary action, up to and including discharge. Nothing in this list alters the at-will nature of employment for some employees of the School.

1. Violation of any The GREAT Academy policy or Procedural Directive.
2. Violation of security or safety rules or failure to observe safety rules or The GREAT Academy safety practices; failure to wear required safety equipment; tampering with The GREAT Academy equipment or safety equipment.
3. Negligence or any careless action which may endanger the health, safety or well-being 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 School premises, except medications prescribed by a physician which do not impair work performance.
5. Possession of dangerous or illegal firearms, weapons, or explosives on School property or while on duty.
6. Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on School premises or when representing The GREAT Academy; fighting, or provoking a fight on School property, or negligent damage to property.
7. Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work; refusal 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. Engaging in an act of sabotage; negligently causing the destruction or damage of 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 profit.
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 The GREAT Academy; unauthorized alteration of School 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 School property.
14. Conducting a lottery or gambling on School premises.
15. Unsatisfactory or careless work, failure to meet work productivity or work quality standards.
16. Any act of harassment including but not limited to sexual, racial, religious harassment, telling sexist or racist jokes, or making racial or ethnic slurs.
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 telephones for personal calls, text messaging, and cell phone plan features.
20. Creating or contributing to unsanitary conditions.
21. Failure to report an absence or late arrival; unauthorized or excessive absences or lateness.
22. Obscene or abusive language toward any supervisor, employee, parent, or student; indifference or rudeness; any disorderly/antagonistic conduct on School premises.

24. Failure to immediately report damage to, or an accident involving, School equipment.
25. 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 School premises.
26. Failure to use required 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.
27. Any other act or omission which impairs or restricts the ability of the School to provide a safe and healthy environment for employees and students.
28. Sharing or disseminating personal or confidential information about students or employees.
29. Negligence or any careless action which allows others access to personal or confidential information about employees or students. Willfully providing someone access to personal or confidential information about employees or students.
30. All employees are expected to treat each other with respect, consideration, and civility. Intimidating, demeaning, threatening, vulgar, or violent behaviors depart from the standard of civility and respect.

## **2.2 Nature of Employment**

Employment with TGA is voluntarily entered into, and the employee is free to resign at will at any time for any reason. Appropriate notice should be provided, however. Similarly, TGA may terminate the employment relationship of non-certified employees at any time for any reason prior to the end of the employee's third consecutive year with TGA. Thereafter non-certified employees may be terminated in accordance with the School Personnel Act. NMSA 1978 §§22-10A-1 et seq. (hereafter the "School Personnel Act). Certified employees or those employed pursuant to a contract may be discharged as provided for in the contract and consistent with the New Mexico School Personnel Act and other applicable state and federal laws.

## **2.3 Employee Relations**

TGA believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns to the Executive Director.

## **2.4 Equal Employment Opportunity**

The GREAT Academy is an equal opportunity employer. The GREAT Academy abides by state and federal laws ensuring equal employment opportunity. Discriminatory behavior violates state and federal laws and regulations. Therefore, in order to provide equal employment and advancement opportunities to all individuals, employment decisions will be based on merit, qualifications, and abilities. TGA does not discriminate in employment opportunities or practices on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, or any other characteristic protected by law in all facets of employment, compensation, promotion, transfer, demotion, layoff, discharge, or selection for school-sponsored training programs.

## **2.5 Disability Accommodation**

The GREAT Academy is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

TGA is committed to hiring procedures that provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Reasonable accommodation is available to all disabled employees in order to provide working conditions that enable full performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well to equal access as in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. Leave of all types will be available to all employees on an equal basis.

The GREAT Academy is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. TGA will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. TGA is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

## **2.6 Business Ethics and Conduct**

Every employee is expected to act in accordance with the letter, spirit, and intent of all laws applicable to business and professional ethics. Educators are expected to be familiar with and adhere to the Code of Ethical Responsibility of the Education Profession and to report potential violations to the Director.

Compliance with this policy of business ethics and conduct is the responsibility of every TGA employee. Disregarding or failing to comply with this standard of ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

## **2.7 Conflicts of Interest**

Employees must not engage in activities which violate federal, state, or local laws or which, in any way, diminish the integrity, efficiency, or discipline of The GREAT Academy. Employees are prohibited from engaging in business transactions whereby he or she can individually profit from his/her relationship and ability to influence school business. Employees will be expected to complete a Conflict of Interest statement annually and to notify the Director immediately if the employee is concerned that an actual or potential conflict of interest has arisen.

Employees are prohibited from using confidential information acquired by virtue of their association with TGA for their individual or another's private gain. Employees are prohibited from requesting or receiving and accepting a gift or loan for themselves or another that tends to influence them or appear to influence them in the discharge as employees.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, they must disclose the existence of any actual or potential conflict of interest to the Director or Director's designee. The Board of Directors may choose to conduct an investigation and report the findings.

## **2.8 Outside Employment**

Outside employment is not prohibited by TGA, but employees must meet the performance standards of their job with TGA. All employees will be judged by the same performance standards and will be subject to The GREAT Academy's scheduling demands, regardless of any existing outside work requirements.

If The GREAT Academy determines that an employee's outside work interferes with performance or the ability to meet the requirements of TGA as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with TGA.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside The GREAT Academy for materials produced or services rendered while performing their jobs with TGA. Employees in violation of conflict of interest policies will be subject to disciplinary action, up to and including termination of employment.

Except for TGA personnel receiving stipends for extra- or co-curricular activities and adjunct faculty, TGA personnel are not permitted to receive pay for tutoring or advising any students assigned to them for classroom teaching or other TGA functions.

## **2.9 Non-Disclosure**

The protection of confidential information is vital to the interests of The GREAT Academy. Such confidential information includes, but is not limited to, the following examples:

- Student and family information
- Personnel issues
- Student or employee medical information
- Background check results
- Drug and alcohol test results

All employees will abide by the confidentiality requirements set forth by their respective funding sources and the Family Education Rights and Privacy Act. Supervisors will provide training to all pertinent employees regarding these requirements.

Employees who are exposed to confidential information may be required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose confidential information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information.

## **2.10 Job Posting and Employee Referral**

TGA will make every effort under the circumstances to post job openings on The GREAT Academy's website and to maintain that opening for 10 working days. Each job posting notice will include the dates of the posting period, job title, job summary, essential duties, and qualifications (required skills and abilities). TGA shall have the absolute discretion to make hiring decisions without first posting the job when it is in the best interest of The GREAT Academy.

TGA will make every effort to provide employees with an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. To be eligible to apply for a posted job, employees must have performed competently for at least six months in their current position. Employees who have a written warning on file, or are on probation or suspension are not eligible to apply for posted jobs. Eligible employees can only apply for those posted jobs for which they possess the required skills, competencies, and qualifications.

## **2.11 Employee Background Checks**

The GREAT Academy will conduct background checks of all prospective employees (i.e. applicants offered employment) with the school, school contractors, and the contractor's employees, and volunteers who have unsupervised access to students. Background checks

are based on fingerprint identification of the prospective employee, contractor/ employee or volunteer. All offers of employment are contingent upon a satisfactory background check. The background check may consist of prior employment verification, professional reference checks, education confirmation, a criminal background check, and/or driving record history. All employees must have the required background check; which requirements are described in NMSA 1978 §22-10A-5.

Employees can request further information on background check requirements and procedures from the Executive Director or the Business Office.

### **2.12 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 Federal Form I-9, Employment Eligibility Verification Form. If you cannot verify your right to work in the United States at any time, The GREAT Academy may terminate your employment.

## **3. EMPLOYMENT STATUS AND RECORDS**

### **3.1 Employment Categories**

**FULL-TIME EMPLOYEES** are those who are not in a temporary or introductory status and who are regularly scheduled to work 30 hours per week or more, at least 26 weeks per year. Generally, they are eligible for a TGA benefit package, subject to the terms, conditions, and limitations of each benefit program.

**PART-TIME EMPLOYEES** are those who are regularly scheduled to work less than 30 hours per week. While they do receive all legally mandated benefits (such as Social Security, FICA, Federal Withholding, workers' compensation, insurance, and Educational Retirement Board & NM Retiree Health Care), they are ineligible for all of TGA's other benefit programs.

**SHORT-TERM EMPLOYEES-** The GREAT Academy hires employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a short-term employee. The job assignment, work schedule and duration of the position will be determined on an individual basis. Normally, a short-term position will not exceed nine (9) months in duration, unless specifically extended by a written agreement. If the position for which you have been hired will exist for a pre-designated period of time, such as a federal grant period, you will receive a short-term assignment. You will be informed of the nature and duration of the appointment. A short-term employee does not become a regular full-time employee by virtue of being employed longer than the agreed upon specified period.

**TEMPORARY EMPLOYEES-** Summer employees and interns are considered temporary employees.

### **3.2 Access to Personnel Files**

The GREAT Academy maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of TGA, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the school who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Executive Director or the Business Manager and schedule a mutually agreeable time to review their files. Employees may review their own personnel files in TGA Business Office and in the presence of an individual appointed to maintain TGA files or the Executive Director's designee. Employees are welcome to copy documents from their own personnel file.

### **3.3 Employment Reference Checks**

To ensure that individuals who join The GREAT Academy are well qualified and have a strong potential to be productive and successful, it is the policy of TGA to check the employment references of all applicants.

The Executive Director will respond to all reference check inquiries from other employers. Responses to such inquiries will be limited to factual information that can be substantiated by TGA's records. Employees who wish specific employment data, other than the following: position held, starting salary, ending salary and duties performed, are required write to the Executive Director and Business Manager notifying them to release additional information.

### **3.4 Personnel Data Changes**

It is the responsibility of each employee to promptly notify TGA of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personal data has changed, notify the Business Office.

If you have a change in any of the items listed below, notify the Business Manager as soon as possible.

- a. Legal name
- b. Home address; home telephone number
- c. Marital status
- d. Military or draft status

- e. Exemptions on your W-4 tax form
- f. Required training certificates
- g. Required professional license(s)

### **3.5 Employment Applications**

The GREAT Academy relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

### **3.6 Performance Evaluation**

In compliance with the School Personnel Act and implementing regulations, the Executive Director will implement and maintain a system of evaluation for all Instructional personnel. The Executive Director will maintain a system of evaluation for all non-instructional staff. The Board of Directors shall evaluate the Executive Director.

### **3.7 Salary Schedule**

The GREAT Academy maintains the salary schedule for classified personnel. Please see your supervisor for questions regarding your salary schedule.

### **3.8 Non-Renewal of Contract**

Non-renewal of school personnel contracts shall be implemented pursuant to the School Personnel Act.

### **3.9 Reduction-in-Force (RIF)**

The Executive Director may, in their discretion, revise the educational program or decrease the number of employees of TGA when in their opinion the school is not able to meet its projected budget. A reduction in force shall be implemented pursuant to TGA policies for reducing the employment force.

## **4. EMPLOYEE BENEFIT PROGRAM**

### **4.1 Employee Insurance**

The GREAT Academy strives to provide quality insurance and fringe benefits for its employees. Information regarding the programs may be obtained from the Business Manager. TGA will participate in Workers' Compensation benefit programs as specified in the New Mexico Workers' Compensation Law. Legal Ref.: 52-1-1 NMSA 1978

The GREAT Academy 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 Office for information on your benefits and coverages. If you are a full-time employee, you will be eligible to receive all of the benefits described in this Employee Handbook. For part-time employees, benefits are prorated. Coverages are available to you and your dependents as defined in the benefit summary plan descriptions. Please see the Business Office for details.

Benefits and deductions from employees' wages are always to pay the health care premium for the next month. New employees' coverage will begin 30 days after (or two pay periods). If an employee wishes for their benefits to be in effect immediately, the employees' wages are subject to double deductions for the first two pay periods to cover the current month and the following. It is up to the employee to notify the Business Office if he/she wants the benefits to be in effect immediately. The preceding months, employees' benefit deductions will stabilize. Please speak with the Business Office if you are unsure of your coverage and deductions.

**Group Insurance:** A comprehensive, quality insurance program is available to employees, employees and their spouse or their families (3+ members, including employee) You become eligible for coverage on the first day of the month following your date of hire, but as mentioned above your coverage may or may not take into effect until 30 days later. The following benefits are provided, as defined and limited in the literature provided by our insurance company:

- Medical Care Coverage – Presbyterian, Blue Cross Blue Shield & New Mexico Health Connection
- Dental Care Coverage – United Concordia
- Vision Care Coverage – Davis Vision
- Retirement Savings - ERB

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. Please note, insurance premiums are always intended for the preceding month, typically the employee and his/her dependents are covered 30 days after the first deduction. If the employee wishes for insurance to be in effect immediately, please consult with the Business Office to make sure appropriate deductions are scheduled. The GREAT Academy will pay a portion of the insurance premium.

#### **4.2 Benefits Continuation (COBRA):**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under TGA's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at TGA's group rates plus an administration fee. TGA provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under TGA's health insurance plan. The notice contains important information about the employee's rights and obligations. TGA abides by all federal regulations regarding COBRA.

#### **4.3 Leave and Holidays**

1. All full-time employees hired on a salary basis or hourly basis will be entitled to:  
Full-time employees are eligible to accrue paid annual on a pro-rated basis. Annual hours begin accruing on your hire date.

Full-time nine (9) month employees - Teachers will receive two (2) days of personal leave per fiscal year. This leave is given as of the first day of the employee's contract year.

Full-time twelve (12) month employees receive annual leave at the rate of 12 working days per year, accruing one (1) day per month of the fiscal year. Administrators receive annual leave at the rate of 20 working days per fiscal year.

This leave is given as of the first day of the employee's contract year. Annual leave may be rolled over annually not to exceed 180 days for Administrators and 90 days for all other Full-Time twelve (12) month employees. Part-Time employees will receive eight (8) sick days per fiscal year. Unused Sick Leave may not be rolled over annually. Unused paid sick leave may be accumulated. The allowable number of accumulated hours and/or days may be different with each employee group.

Nine-month employees will receive ten (10) sick days of leave per school year. Unused Sick Leave may be rolled over annually not to exceed a maximum of 60 days.

Twelve-month employees will receive ten (10) sick days per fiscal year. Unused Sick Leave may be rolled over annually not exceeding a maximum of 90 days. Administrators will receive ten (10) days of Sick Leave per fiscal year. Unused Sick Leave may be rolled over annually not to exceed a maximum of 120 days.

Full-Time employees will be eligible to receive a payout of 30% of unused sick leave at the time of termination, resignation, or in the event of school closure. All sick leave payouts will be paid on or before the last pay period of employment or the last pay period of the current fiscal year at the employee's daily rate.

2. Under normal circumstances, all personal leave and annual leave will be requested three (3) days in advance and must be approved in advance by the Administrator and/or Director. Foreseeable extended leave must be requested on at least 14-day notice. Extended Leaves are those expected to last more than ten (10) working days. The Board of Directors will approve the Administrator's and the Director's leave. In

the case of emergency sick leave, notification should be made to the Executive Director by 7:00am that day.

3. At the time of termination, resignation, or in the event of school closure, Teachers, Educational Assistants, and Office Staff may receive a payout up the equivalent of three (3) years' worth of leave days' pay for unused annual leave, thirty-six (36) days. Directors/Administrators shall receive a payout of no more than three (3) years' worth of unused annual leave, sixty (60) days. All payouts will be paid on or before the last pay period of employment or the last pay period of the current fiscal year at the employee's daily rate. Sick Leave balance from previous year can be rolled over to the next year but Personal Leave balance from previous year can't be rolled over to the next year.
4. The Administrator, Director, Business Manager, administrative staff and any other salaried staff other than teaching staff should, except in extraordinary cases, not take annual leave at the same time.
5. The Board of Directors will annually identify the recognized holidays and school breaks by approving the school's calendar.

Holidays observed by The GREAT Academy:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Vernal Holiday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day

#### **4.4 Professional Development Leave**

The GREAT Academy encourages employees to participate in career development activities. Leave for participating in professional meetings, training, or activities of a professional nature may be granted at the discretion of the Executive Director and/or the Board of Directors.

Employees must obtain prior approval from the Executive Director for any expenses incurred if reimbursement by TGA is expected.

Expenses may be paid or reimbursed for cost of the activity upon availability of funds and when an employee is requested by the administration to attend a professional meeting, training, or activities of a professional nature. All or part of the cost, including mileage and reasonable expenses, may be paid by TGA, subject to availability of funds. Registration fees

may be reimbursable. Membership fees are not reimbursable. Expenses not initiated or approved by the administration are not ordinarily reimbursable.

Employees may also apply for leave to attend professional meetings, training, or activities provided the activity is identified in the employee's professional and/or improvement plan and the time away from the job does not affect work production or cause additional expense to our School.

Requests for professional development leave must be made in writing, on the proper form, at least two weeks in advance of the date. The request shall be directed to the Director for final action.

#### **4.5 Professional Development Travel Expenses**

TGA will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the immediate supervisor.

Employees whose travel plans have been approved should follow state government travel regulations.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by TGA. Employees are expected to limit expenses to reasonable amounts and to seek discounted fares for travel and lodging. TGA defines reasonable rates for meals in accordance with the State Department of Education, Department of Finance and Administration Rules. Expenses beyond reasonable rates will not be reimbursed.

Expenses that generally will be reimbursed include the following:

- Airfare or train fare for travel in coach or economy class or the lowest available fare.
- Car rental fees for compact or midsize cars. If not available, a full size car or SUV may be used.
- Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel.
- Taxi fares, only when there is no less expensive alternative.
- Mileage costs for use of personal cars, only when less expensive transportation is not available.
- Cost of standard accommodations in low to mid-priced hotels, motels, or similar lodgings.
- Cost of meals, no more lavish than would be eaten at the employee's own expense.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by the School may not be used for personal use without prior approval.

**When travel is completed, employees should submit completed travel expense reports within 7 business days. Receipts must accompany all Reports for all individual expenses. In the case of hotel or airline bills, the actual hotel printout or airline receipt must accompany each expense report in addition to a credit card receipt or other proof of payment. Employees can expect to be reimbursed for expenses approximately 20 days after submitting your approved expense report for payment.**

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action up to and including termination of employment.

#### **4.6 Sick Leave**

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 Executive Director. All eligible employees who are unable to report to work due to illness or injury are expected to call the Executive Director no later than 7:00 a.m. Failure to give proper notice may result in leave without pay. The Teachers must electronically submit daily lesson plans to the Executive Director and the Front Desk by 7:30am. The school must also be contacted on each additional day of absence. Except in extenuating circumstances, failure to call in for two consecutive days may be considered job abandonment and a voluntary resignation. If an employee misses three (3) consecutive work days due to illness, the Executive Director may request that you bring a release to return to work notice from your physician or licensed health practitioner. The Executive Director may, at any time, request that an employee bring a doctor's note verifying that your leave was necessitated by illness.

Eligible employees who anticipate an absence from employment related to the serious health condition of a child, spouse, parent, or themselves that will extend longer than 10 days should contact the Director and Business Manager as soon as possible.

#### **4.7 Bereavement (Funeral) Leave**

Employees who wish to take off time due to the death of an immediate family member should notify the Executive Director immediately. Bereavement 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 lead time) shall be granted to regular, full-time employees upon request. Employees may use PTO benefits or unpaid time off to attend the funeral and make any necessary arrangements associated with the death.

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.

Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

#### **4.8 Jury Duty Leave**

Employees may request up to two weeks of paid jury duty leave over any one-year period. Employees may choose to receive pay from TGA or from the court. If employees choose to be paid during jury duty, pay will be calculated on the employee's base day rate times the number of days the employee would otherwise have worked on the day of absence. TGA will deduct from the appropriate paycheck a sum equal to that received by the employee for service to the court, less any mileage received.

TGA employees who elect to be paid by TGA during jury duty are required to provide a copy of the check from the court to accounting so that the appropriate payroll adjustments can be made. If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off benefits, may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either TGA or the employee may request an excuse from jury duty if, in TGA's judgment, the employee's absence would create serious operational difficulties. TGA will continue to provide health insurance benefits for the full term of the jury duty absence.

Vacation, sick leave, and holiday benefits will continue to accrue during jury duty leave.

#### **4.9 Witness Duty Leave**

The GREAT Academy recognizes that employees appear in court for witness duty when subpoenaed to do so.

If employees have been subpoenaed or otherwise requested to testify as witnesses by TGA, they will receive paid time off for the entire period of witness duty.

Employees will be granted a maximum of 4 hours of paid time off to appear in court as a witness at the request of a party other than TGA. Employees will be paid at their base rate and are free to use available PTO benefits to receive compensation for any period of witness duty absence that would otherwise be unpaid. For paid witness duty calculations, TGA will deduct from the appropriate paycheck a sum equal to that received by the employee for service to the court, less any mileage received.

The subpoena should be shown to the employee's supervisor immediately after it is

received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

## **5. COMPENSATION AND TERMINATION**

### **5.1 Payday**

All employees are paid every two weeks (26 pay periods yearly). Each paycheck will include earnings for all work performed through the end of the previous payroll period. The GREAT Academy highly encourages employees to take advantage of Direct Deposit, it provides quicker access to the funds for the employee, and cuts down on paper.

In the event that a regularly scheduled payday falls on a day off such as a holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's vacation, the employee should check with the Business Manager to arrange for pick-up of the check.

As mentioned above, employees may have pay directly deposited into their bank accounts if they provide advance written authorization to The GREAT Academy. Employees will receive an itemized statement of wages when TGA makes direct deposits.

### **Mandatory Deductions from Paycheck**

The GREAT Academy is required by law to make certain deductions from your paycheck. Among these are your federal, state and local income taxes and your contribution to Social Security and Medicare, New Mexico Retirement and Retiree Healthcare. These deductions are itemized on your check stub. The amount of the deduction depends upon your earnings and the information you furnished on your W-4 form. Other mandatory deductions that may be made from your paycheck, such as court-ordered garnishments, will be explained whenever The GREAT Academy is ordered to make such deductions.

### **Overpayment of Earnings**

If you have been overpaid in your paycheck, you must contact The GREAT Academy Business Manager immediately. Any overpayment must be returned to The GREAT Academy in full upon request by the Business Manager.

### **Overtime Pay**

If you are a non-exempt employee, you are eligible to receive overtime pay at the rate of one and one-half (1 1/2) times your regular hourly wage for hours worked over forty (40) hours in one (1) work week. Hours away from the job because of a job-related injury, holiday, jury duty, vacation, or sick leave are not counted as hours worked for the purpose of computing eligibility for overtime pay. *All overtime must be approved in advance by your supervisor.*

## 5.2 Employment Termination

Below are examples of some of the most common circumstances under which employment is terminated:

### Reduction In Force (RIF)

- Non-Renewal of Yearlong Contracts and School-Term Contracts (see 722-10-12 NMSA 1978, School Personnel Act, Notice of Re-employment; termination).
- Resignation - voluntary employment termination initiated by an employee.
- Discharge - involuntary employment termination initiated by the organization (see 722-10-14 NMSA 1978, School Personnel Act, Termination decisions; local school board; governing authority of a state agency; procedures).
- Retirement - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

The GREAT Academy will generally schedule exit interviews at the time of employment termination.

Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Incorrect/unsatisfactory work performance is good cause for discharging licensed school personnel or for requesting the Secretary of Education to suspend a level three teaching license as provided in Subsection F of 6.69.4.10 NMAC so long as procedures established in Subsection B of Section 6.69.2.8 NMAC herein are followed.

TGA shall comply with 6.69.2.8 NMAC in supervising and correcting unsatisfactory work performance of licensed school personnel before serving them with notice of intent to discharge pursuant to Section 22-10A-27 NMSA 1978 or before requesting the Secretary of Education to suspend a level three teaching license under Subsection F of 6.69.4.10 NMAC. 6.69.2 NMAC 2

At least two conferences shall have been held with licensed school personnel charged with unsatisfactory work performance by TGA before notice of intent to discharge is served upon him or her. Such conferences shall be held with the individual's immediate supervisor and such other persons as the local board or governing authorities of state agencies may designate. For purposes of this regulation, the conference at which the supervisor first identifies unsatisfactory work performance shall be counted as one of the required conferences. Sufficient time shall have elapsed between the conferences to allow the

licensed school personnel to correct the unsatisfactory work performance and to have been observed for an adequate time in the discharge of his or her duties.

A written record of all conferences shall be made, specifying the areas of uncorrected unsatisfactory work performance, all action suggested by the school or administration which might improve such performance, and all improvements made. All parties to the conference shall sign each written record. In the event of a refusal to sign, a notation shall be made of the refusal. A copy of each record shall be given to the person charged with unsatisfactory work performance. The local board or governing authority of a state agency shall retain a copy of the record to be introduced at any hearing for the person charged with unsatisfactory work performance.

In addition to the requirements in Subsection B of 6.69.2.8 NMAC, before requesting the Secretary of Education to suspend a level three teaching license as provided in Subsection F of 6.69.4.10 NMAC a local school district or governing authorities of state agencies shall provide the teacher with professional development and peer intervention, including mentoring, for a period the school Administrator deems necessary.  
[12-31-98; 6.69.2.8 NMAC - Rn, 6 NMAC 4.5.1.8, 06-14-01; A, 03-15-06]

**Disciplinary Action:**

Employees will be informed of the behavior expected of them and the rules, regulations, policies, procedures, and practices by which they must abide. Disciplinary action results from failure to abide by The GREAT Academy Policies and Procedures. It shall be the practice of TGA to put in writing its regulations, policies, procedures, and practices. The Executive Director will insure all new employees are oriented. Disciplinary action will be of four types. The nature and seriousness of the offense shall govern the type of disciplinary action to be initiated and in all cases will be subject to the following:

- A. Written Warnings
- B. Disciplinary Probation
- C. Administrative Leave (with or without pay)
- D. Termination

**Verbal Counseling:**

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

**Written Counseling:**

- Advise Human Resources of the situation.
- If immediate improvement or satisfactory performance is not shown after verbal counseling, further performance counseling may be called for.

- Repeat steps above in writing and refer to related verbal counseling sessions utilizing forms developed.
- Discuss with the employee and have employee sign written warning. If the employee refuses to sign, note the refusal on the written warning.

**Final Warning:**

- If either immediate improvement or sustained satisfactory performance is not shown after written counseling, consult with Human Resources to discuss and prepare a final written warning.
- Failure to show both immediate improvement and sustained satisfactory performance, or comply with TGA standards of conduct or policies may result in further disciplinary action up to and including termination.
- Discuss with employee and have employee sign final warning. If employee declines to sign, note refusal on the notice of final warning. Informal counseling will be considered in decisions that lead to probation action or termination.

**Disciplinary Probation:**

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

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

1. Disciplinary probation is for a period of not more than ninety (90) days and may not be extended. At the end of the probationary period, the employee must be informed in writing that he/she has completed the probationary period satisfactorily, or that he/she is being terminated.
2. Any two (2) disciplinary probations in any twelve-month period is cause for termination. The Administrator may initiate probation. An employee may be terminated at any time during a probationary period as is deemed necessary by the Administrator.

**Administrative Leave:**

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

**Termination for Cause:**

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

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

**Termination of Employment****Voluntary Termination:**

- Employees may at any time terminate their employment voluntarily. An employee must give at least two weeks written notice of intention to resign in order to be considered as having left employment in good standing. Exceptions may be made on a case-by-case basis if a two-week notice was not possible. In such a case, other conditions will be considered, such as past performance.

## Involuntary Termination:

1. Termination of an employee's services by TGA due to reduction of force, budget cutbacks, and abolition of position due to reorganization or reassignment of duties, will require TGA to give notice in writing to the employee.

When more than one employee is involved, the immediate supervisor shall establish a fair and equitable method governing the order in which employees are laid off with seniority and past performance being the prime (but not necessarily the only) factor.

2. An employee may be separated for disability only when he/she cannot perform the required duties because of physical or mental impairment even with reasonable accommodation. Reasonable accommodations will be made, when necessary, to avoid termination. All cases of termination for mental or physical reasons must be supported by medical evidence. TGA may require an examination at its expense, performed by a physician of its choice. Separation due to mental or physical incapacitation will be made after the exhaustion of all accrued vacation and/or sick leave or an equivalent payment will be made. All efforts will be made to place an employee who is physically disabled in a suitable position within the TGA.

### **5.3 Grievance and Appeals Procedures**

The GREAT Academy has established a fair procedure to ensure that all employees and parents may bring legitimate complaints and disputes to the appropriate authority in order to secure equitable solutions. The goal is to provide a fair procedure to resolve expeditiously, at the school level, problems that may arise affecting the welfare or working conditions of employees and the welfare of students.

In the event of a problem or dispute with school personnel, students, or parents, an employee or parent may submit a complaint following the process described below. Careful documentation is critical to a successful process. The GREAT Academy will use the following process for resolving issues:

Step 1 - The employee or parent will make a good faith effort to work with the other party/parties to the dispute to resolve the conflict. This effort will consist of problem identification, possible solutions, selection of resolution, process for implementation of resolution, and scheduling a follow-up. The GREAT Academy school administrative staff is available to assist in this process through mediation. If the issue is not resolved after a good faith attempt as outlined above, the employee or parent may submit the grievance in writing to the Principal or Executive Director.

Step 2 - An employee or parent with a complaint or grievance that was not resolved by Step 1 should present it to the Principal or Executive Director who will discuss it with the

individuals involved and attempt to reach a satisfactory solution. If the grievance is not resolved to the satisfaction of the employee or parent within five days of presentation to the Principal or Executive Director, the employee or parent may proceed to Step 3.

Step 3 - The employee or parent may make a written request, within ten days of presentation of the complaint or grievance to the Principal or Executive Director for a hearing with the Board of Directors. If a written request is not submitted in a timely manner, the grievance shall be considered resolved. If submitted in a timely fashion, the hearing before the Board of Directors will be held in closed session no later than the next Board meeting and a written decision provided to the employee or parent within fifteen days thereafter. The complainant may request that the issue be discussed in a meeting open to the public; however, personnel matters will always be addressed in a closed session.

In the event that the complaint or grievance is considered an emergency by the complainant, or by the Executive Director, a special meeting of the Board of Directors may be called, within the requirements of the Open Meetings Act, if the complaint is also deemed to be an emergency by the President of the Board of Directors.

In the event that the complaint or grievance is directed towards the Principal or Executive Director, the employee or parent may bypass Step 1 and proceed with Step 3 and present a written request containing the details of the complaint or grievance and a formal request for a hearing to the Board President. If the Board deems necessary, a closed hearing with all involved parties will be held to address the complaint or grievance.

*Note: The Board of Directors reserves the right to have a hearing and to identify parties to be present for the hearing. The Board of Directors also reserves the right to make a decision based on the information submitted by the employee and the Administrator without a hearing. Throughout the grievance process, all documentation related to the grievance/appeal will be forwarded to appropriate individuals from one step to the next. Copies of documentation, materials, etc., will be made available to the employee. Further, any decision/resolutions made will be put in writing and made a part of the employee's personnel file.*

#### **5.4 Administrative Pay Corrections**

The GREAT Academy takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Business Manager so that corrections can be made as quickly as possible.

## 6. WORK CONDITIONS AND HOURS

### 6.1 Safety

Accident prevention is the responsibility of every TGA employee. To assist in providing a safe and healthful work environment for employees, students, and visitors, The GREAT Academy has made workplace safety a top priority.

TGA provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the Director. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

For complete details, refer to The GREAT Academy Safety Plan. Copies can be obtained from the Business Office.

### 6.2 Work Schedules

Work schedules for employees vary throughout the organization. The Executive Director or his/her designee will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

**School Closure:** In the event of severe weather conditions or other emergencies, the School may decide to close all or part of The GREAT Academy for the remainder of the day. If it is decided to close The GREAT Academy campus, you will be notified as soon as possible. *Employees who are sent home early will not lose pay as a result of early dismissal for this reason.* Likewise, if you report to work and find that The GREAT Academy is unexpectedly closed due to an emergency, no loss of pay will occur.

**Abbreviated Day Schedule:** is a shortened school or work day that begins two hours later than the regular schedule (9:00am) but ends at the regular time, staff and students are expected to arrive no later than 11:00am. The most common use of the abbreviated day

schedule occurs when severe weather causes street conditions that would endanger the safety of students and employees on their way to school. An abbreviated day schedule is announced on the local news media, generally by 6:30 a.m. On mornings when weather conditions are severe, employees should listen to the radio or watch television for announcements concerning the school schedule. The GREAT Academy will make an announcement before 7:00am via phone from the automated phone system. Following the announcement of an abbreviated schedule, weather conditions may worsen to the point that it is necessary to close the schools. This announcement will be made to the local media at approximately 9:00 a.m.

*The reporting time for all employees may be delayed up to a maximum of two hours. Administrators and custodial personnel are encouraged to report as early as possible to prepare the buildings for the school day.*

### **Duty Day**

The normal duty day will be 9 hours per day (8:30-5:30) including a 30-minute lunch break, and two 15-minute duty free breaks. A 30-minute prep will be fulfilled daily or as 2.5 hours per week.

### **6.3 Emergency Closings**

**School Closure:** In the event of severe weather conditions or other emergencies, the School may decide to close all or part of The GREAT Academy for the remainder of the day. If your work site is closed, you will be notified as soon as possible. *Employees who are sent home early will not lose pay as a result of early dismissal for this reason.* Likewise, if you report to work and find that The GREAT Academy is unexpectedly closed due to an emergency, no loss of pay will occur.

**Abbreviated Day Schedule** is a shortened school or work day that begins two hours later than the regular schedule but ends at the regular time. The most common use of the abbreviated day schedule occurs when severe weather causes street conditions that would endanger the safety of students and employees on their way to school. An abbreviated day schedule is announced on the local news media, generally by 6:30 a.m. On mornings when weather conditions are severe, employees should listen to the radio or watch television for announcements concerning the school schedule. Following the announcement of an abbreviated schedule, weather conditions may worsen to the point that it is necessary to close the schools. This announcement will be made to the local media at approximately 9:00 a.m. All personnel should report to work regardless of conditions unless they are notified to the contrary by their supervisor and/or by announcement over the media. If any staff anticipates that they will be delayed or will be unable to report to work, Executive Director must be notified for approval.

In cases where an emergency closing is not authorized, employees who fail to report for work will not be paid for the time off. Staff prevented from reporting to work because of closed or impassable roads, etc. may charge to annual/personal leave those days missed due to the above. This absence must be documented and approved by the immediate

supervisor and the Executive Director. On a delayed start of the work day, personnel not able to present themselves at the starting time will be charged annual/personal leave or docked pay.

#### **6.4 Building Access by Employees**

The school campus will customarily be opened, closed, and secured only by the designated School Administrators, or another school employee specifically designated to perform those functions. The Executive Director may allow other employees to apply for access privileges and building keys under certain circumstances that are beneficial to the school and or the operation of the building in question. Any employee granted access privileges are required to enforce and abide by all school policies and procedures regarding the use of the building and any equipment therein. Normal access hours: 8:00 am to 9:00 pm, Monday thru Thursday, and Fridays 9:00am – 3:00pm.

#### **6.5 Visitors in the Workplace**

To provide for the safety and security of employees, students, and the facilities The GREAT Academy, visitors are expected to abide by TGA policies. Visitors should be with their hosts at all times in order to help maintain safety standards, protect against theft, ensure security of equipment, protect confidential information, safeguard employee and student welfare, and avoid potential distractions and disturbances.

All visitors should check in at the front Reception area to sign the visitor's log. Authorized visitors will be given a name badge and be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on TGA's premises, employees should direct the individual to the Reception area.

#### **6.6 Computer, Internet, and Email Usage**

Employees will be responsible for official communications sent by email. If a reply is requested, the employee should reply within 48 business hours of the email being sent. Official emails would include, but are not limited to, emails sent by the Board of Directors, the Executive Director, the Director of Academics, the Special Education Coordinator, the Secretary, the Business Manager, the Social Worker, and the Counselor. If the employee does not have consistent access to the Internet, or will be without internet access for a period of time, it is the employee's responsibility to meet with the Executive Director to make special arrangements prior to any disruption in email communication.

#### **6.7 Social Networking Policy**

"Social networking" includes all types of postings on the Internet, including, but not limited to, social networking sites, (such as Facebook, Instagram, or LinkedIn); blogs and other on-line journals and diaries; bulletin boards and chat rooms; micro blogging, such as Twitter; and the posting of video on YouTube and similar media. Employees need to be mindful of

their internet website postings even if done off duty and off School property. Do not engage in social networking during the duty day. Do not at any time engage in social networking with TGA students. Do not disclose personal or contact information, or post photographs of employees without their permission. Never post a photograph and/or information about a The GREAT Academy student. Employees who violate this Policy may be subject to The GREAT Academy Progressive Discipline Process.

### **6.8 Employee Technology Acceptable Use**

TGA provides technology resources to its staff for educational and administrative purposes. The goal in providing these resources is to promote educational excellence at TGA by facilitating resource sharing, innovation, and communication among our employees. This policy governs the use of Internet and e-mail resources by our staff.

The use of TGA technology resources is a privilege granted to employees primarily for the enhancement of job-related functions. Employees have limited access to these resources for personal use, if they comply with the provisions of this policy. Violations of this policy may result in the revocation of this privilege. Depending upon the severity of the infraction, employees may also face disciplinary action up to and including dismissal, civil litigation, and/or criminal prosecution for misuse of this resource.

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

- Knowingly send, receive, or display sexually oriented images, messages, or cartoons.
- Knowingly 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.
- Knowingly send, receive, or display communications that demean, threaten, insult, harass, or defame others.
- Knowingly send, receive, or display communications that disparage or berate the Board of Directors, or employees, or diminish employee productivity and/or professionalism. Nothing contained in this paragraph shall be construed to interfere with the conduct of official TGA business.
- Violate any local, State, or Federal statute or regulation including, but not limited to copyright laws.
- Solicit, endorse, or proselytize others for commercial ventures, outside organizations, or religious, social, or political causes.
- Disrupt, disable, damage, or interfere with services, equipment, or other users.

- Access, assist, or allow others to access equipment, files, passwords, user codes, or information without authorization.
- Use TGA computers for personal business

TGA reserves the right to review, audit, intercept, access, and disclose all matters on TGA computers, Internet access, and e-mail systems, as business conditions and/or security considerations warrant, with or without employee notice, during or after employee working hours.

The use of a TGA-provided password by an employee does not restrict TGA's right to access electronic communications. While TGA may or may not regularly monitor electronic communications, employees using this resource should have no expectation of privacy in their e-mail or on the Internet. Accordingly, employees must ensure at all times that their electronic communications are appropriate, lawful, and in compliance with the provisions of this Policy. As a condition of use of these resources, employees agree to allow TGA preview and disclosure of e-mail and Internet records.

Staff shall have no expectations of privacy with respect to school IT resource usage. Staff are advised that serious disciplinary action up to and including discharge from employment may result from evidence of prohibited activity obtained through monitoring or inspection of electronic messages, files, or electronic storage devices. Illegal activity involving school IT resource usage may be referred to appropriate authorities for prosecution.

## **7. EMPLOYEE CONDUCT AND DISCIPLINARY ACTION**

### **7.1 Employee Uniform Policy**

Employees of TGA shall serve as positive role models for students and set good examples in conduct, manners, dress, and grooming. All personnel are expected to be neat, clean, pressed and appropriately dressed in The GREAT Academy uniform while representing the school. Staff are expected to wear the formal uniform as addressed below, Monday-Wednesday, and Thursdays polo shirts are worn with black slacks. The dress code for any Casual Day is The GREAT Academy red t-shirt with denim jeans.

All attire is expected to be pressed, clean and in good repair at all times.

- **SHIRTS** – The GREAT Academy black polo will be the standard shirt for all staff members.
- **PANTS** – Black dress slacks must be worn with a black belt at the waist. Belts must be through the loops of the pants. The slacks can be with or without pleats. Absolutely **NO** cargo pants, sweat suit pants, or pajamas. **NO** shorts. Black jeans are permitted on Friday.

- **SKIRTS** – Skirts must be black and the shirt must be able to be tucked. Skirts must be knee level or longer. It must be made of slacks material. Absolutely **NO** mini-skirts.
- **JACKETS** –A The GREAT Academy black jacket will be given for each TGA employee. It may be worn inside the building. **NO** pullovers, hoodies, sweatshirts, logos, pictures, or messages.
- **SHOES** – – Shoes must be black, should be comfortable, have a rubber sole, clean, and in good repair **NO** heels more than 3” high for women.
- **JEWELRY** – Employees may wear studs or hoop earrings no larger than a quarter in diameter. **NO** gauges or facial piercings will be allowed. Watches in black, white, silver or gold tones may be worn.
- **HAIR** – Hair may not be worn in spiked or unnatural styles or colors. Hair styles must exude the professionalism that the uniform policy seeks to impart.
- **TATTOO**- Tattoo must be covered. Black or white long sleeves can be worn inside black polos or t-shirt in order to cover any visible tattoos.

All personnel are expected to dress in a manner that projects a professional image for the employee and TGA during Professional Development days. Extremes in personal appearance or dress are not considered to be in good taste. In no case shall the standard for employees be less than that prescribed for students as published annually in the TGA Student Handbook. The Executive Director is expected to counsel staff on appearance and conduct, if necessary.

## 7.2 Student Relations

All District personnel shall recognize and respect the rights of students, as established by local, state, and federal law. The success of The GREAT Academy depends upon the quality of the relationships between The GREAT Academy, our employees, customers and community. Our parents’ impressions of The GREAT Academy and their interest and willingness to send their children to our schools are greatly influenced by the people who serve them. You are an ambassador of The GREAT Academy. The better you will promote, the more our customers will respect and appreciate you, The GREAT Academy and the programs we offer to students.

## 7.3 Drug and Alcohol Use

In accordance with the Drug-Free Workplace Act, an employee receiving a criminal conviction for drug-related activity must report the conviction to the Director within five days.

The GREAT Academy is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs or alcohol on

the job may pose serious safety and health risks. To help ensure a safe and healthful working environment, TGA may, with just cause, request an employee to submit to non-invasive drug testing. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment.

TGA is committed to maintaining the personal integrity of all its employees and to the extent possible will maintain confidentiality of any proceedings involving suspected use of illicit substances. Violation of this policy will result in disciplinary action, up to and including discharge, and referral to law enforcement. The GREAT Academy reserves the right to search and inspect for the maintenance of a safe drug-free workplace.

Neither TGA nor the insurance carrier shall be liable for payment of workers' compensation in the event that the injury to the employee was occasioned by the intoxication and/or impairment of the employee or willfully suffered by the employee or intentionally inflicted by the employee.

#### **7.4 Sexual and Other Unlawful Harassment**

The GREAT Academy is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- Verbal, electronic, or physical sexual advances, including subtle pressure for sexual activity.
- Repeated or persistent requests for dates, meetings, and other social interactions.
- Sexually oriented touching, pinching, patting, staring, pulling at clothing, or intentionally brushing against each other.
- Showing, texting, or giving sexual pictures, photographs, illustrations, messages, or notes.
- Writing graffiti of a sexual nature on school property.
- Sexually oriented kidding, teasing, or joking.
- Making or threatening reprisals after a negative response to sexual advances.
- Offering employment benefits in exchange for sexual favors.

- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons, or posters.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- Physical conduct that includes touching, assaulting, or impeding or blocking movements.
- Any harassing conduct to which a student is subjected because of or regarding the student's gender or sexual orientation.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to your supervisor. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact the Director or any other designated staff. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation. (Please refer to the Grievance Policy should you disagree with the outcome of the investigation.)

Any supervisor, faculty member, or other staff member who becomes aware of possible sexual or other unlawful harassment must immediately advise the Director so it can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination.

### **Educational Programs**

Educational programs to heighten sensitivity to the nature of sexual harassment are essential to establish an environment that is free from sexual harassment. TGA's educational efforts are designed to:

- Make widely known the prohibitions against sexual harassment.

- Ensure that all individuals are aware of their rights, and, sensitize all individuals to the problem of sexual harassment.

### **7.5 Violence in the Workplace**

The GREAT Academy prohibits violence in the workplace. Acts or threats of physical violence, including intimidation, harassment, and/or coercion which involve or affect The GREAT Academy or its employees or which occur on GREAT Academy property will not be tolerated. This applies to all persons involved in GREAT Academy operation, including personnel, contract and temporary employees, and anyone else on GREAT Academy property. Any act or threat of violence will result in disciplinary action, up to and including discharge, and referral to law enforcement.

Examples of workplace violence include, but are not limited to:

- All threats or acts of violence occurring on GREAT Academy property, regardless of the relationship between The GREAT Academy and the parties involved.
- All threats or acts of violence occurring off GREAT Academy property involving someone who is acting as a representative of the GREAT Academy.
- Grabbing, hitting or shoving an individual.
- Threatening an individual or his/her family, friends, associates, or property with harm.
- Intentional destruction of or threats to destroy GREAT Academy property.
- Making harassing or threatening phone calls.
- Harassing surveillance or stalking.
- Unauthorized possession or inappropriate use of firearms or weapons.
- Intimidating or harassing students, staff, or parents.

### **Weapons**

The GREAT Academy prohibits all persons who enter school property from carrying a handgun, firearm, knife, or other weapon of any kind regardless of whether the person is licensed to do so. The GREAT Academy also prohibits all employees from having a handgun, firearm, knife or other weapon of any kind in their personal vehicle when that vehicle is being used on The GREAT Academy business. The only exceptions to this policy are police officers, security guards or other persons who have been given written consent by the GREAT Academy to carry a weapon on the property or in their vehicle.

## **7.6 Attendance and Punctuality**

In the instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify the Executive Director with a phone call by 7:00am or as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness may lead to disciplinary action, up to and including termination of employment. **An employee failing to report for duty or remain at work as scheduled without proper notification, authorization, or excuse shall be considered absent without leave and shall not be paid for the period involved.**

Absence without leave for two (2) consecutive working days constitutes abandonment of duties, which may result in dismissal.

## **7.7 Return of Property**

Employees are responsible for items issued to them by TGA or in their possession or control, such as the following: books, program material, cellular phone, telephone card, laptop computer, personnel manual, inventory list, credit cards, keys, tools, vehicles, and written materials

Employees on or before their last day of work must return all school property. Where permitted by applicable laws, TGA may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. TGA may also take all action deemed appropriate to recover or protect its property.

## **7.8 Resignation**

Resignation is a voluntary act initiated by the employee to terminate employment with TGA. Although advance notice is not required, the School requests at least fifteen (15) calendar days written notice of resignation from administrative and program staff, and nonexempt employees.

Resignations by licensed professional personnel shall be submitted in writing to the Director thirty (30) calendar days prior to the effective date of the resignation. Any deviation from this procedure will be a violation of the instructor's contract and could result in the suspension or cancellation of the teaching certificate.

Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

If an employee does not provide advance notice as requested, the employee will be considered ineligible for rehire.

## **7.9 Progressive Discipline**

The purpose of this policy is to affirm The GREAT Academy position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

TGA's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Disciplinary action may call for any of four steps -- verbal reminder, written reminder, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed. The Director shall have the discretion at all times to use progressive discipline or take whatever disciplinary steps the Director deems appropriate under the circumstances, up to and including suspension, discharge, or termination.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal reminder; a next offense may be followed by a written reminder; another offense may lead to a suspension; and, still another offense may then lead to termination of employment. If more than 12 months have passed since the last disciplinary action, the process will normally start over.

The GREAT Academy recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and TGA.

### **7.10 Reporting Child Abuse**

The GREAT Academy is strongly committed to ensuring the protection and safety of all children. All employees are required to report child abuse in accordance with New Mexico law. In support of this philosophy, all employees will comply with Public Law 93-247, the Child Abuse and Treatment Act of 1974. It is the responsibility of The GREAT Academy to provide annual training for all employees on child abuse and neglect and reporting procedures. It is the moral, ethical, and legal responsibility of each individual TGA employee to follow these procedures.

Questions about Public Law 93-247 can be directed to the Director, who will have copies of the Child Abuse and Treatment Act of 1974 available to anyone who requests a copy.

### **7.11 Public Statements**

No employee of The GREAT Academy should assume to speak for or on behalf of TGA on any matter concerning TGA without prior written approval of the Executive Director and/or the Board of Directors. When designated by the Executive Director and/or the Board, as a delegated spokesman for the organization, or in public statements or actions made as an individual, the employee shall at all times be accurate, exercise proper restraint, and show respect for the opinions of others. Failure to adhere to the above will be grounds for disciplinary action, up to and including termination of employment.

### **7.12 Participation in Political Activities**

The GREAT Academy will not attempt to regulate employee participation in the political process, unless it interferes with the performance of duties or creates an apparent conflict of interest. Participation in political activities will be regulated by federal and state laws.

Any employee who seeks political office shall continue to fulfill all obligations of his/her position and consider the welfare of the students and the school foremost as s/he pursues political activities. An employee shall not use his/her professional position to further the employee's political ambitions.

For political positions that require an employee to spend time away from job responsibilities, the employee must request leave, and consideration for leave without pay will be on an individual basis by the Governing Council, upon the recommendation by the Director.

Any employee absences due to running for office or while serving in any political office will be unpaid, except as covered by the employee's personally accrued Paid Time Off.

## **8. MISCELLANEOUS**

### **8.1 Recycling**

The GREAT Academy supports environmental awareness by encouraging recycling and waste management in its practices and operating procedures. This support includes a commitment to the purchase, use, and disposal of products and materials in a manner that will best utilize natural resources and minimize any negative impact on the earth's environment.

Special recycling receptacles have been set up to promote the separation and collection of the following recyclable materials at TGA: computer paper, white high grade or bond paper, ledger paper, mixed or colored paper, newspaper, corrugated cardboard, brown paper bags, aluminum, wire, glass, plastics, and printer cartridges.

Employees are encouraged to make a commitment to recycling.

Whenever possible, employees of TGA are encouraged to purchase products for the workplace that contain recycled or easily recyclable materials. Buying recycled products supports recycling and increases the markets for recyclable materials.

### **8.2 Open Communication Policy**

The GREAT Academy 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 your supervisor 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 gossip.

### **8.3 Solicitations and Distributions**

Solicitation for any cause during working time and in working areas is not permitted. You are not permitted to distribute non-School literature in work areas at any time during working time. Working time is defined as the time assigned for the performance of your job and does not apply to break periods and meal times. Employees are not permitted to sell raffle chances, merchandise, or otherwise solicit or distribute literature without management approval. Persons not employed by The GREAT Academy are prohibited from soliciting or distributing literature on School property.

### **8.4 Parking Areas**

The GREAT Academy parking lot and main entrance is monitored by the school alarm and camera system. Remember to lock your car every day and park within the specified areas. The GREAT Academy is not responsible for any loss, theft, or damage to your private vehicle or any personal property. 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.

## **9. INSTRUCTIONAL EXPECTATIONS**

### **9.1 Curriculum**

Teachers are responsible for serving as facilitators of the Edgenuity curriculum during computer lab time in which core courses are being taken by students. The Edgenuity curriculum is intended to provide students with an individualized instructional program. Teachers, along with the PLC (Professional Learning Community) teams are responsible for ensuring that students in need of interventions, accommodations or modifications as needed or according to student IEPs (Individualized Educational Plans). Teachers with Smart Lab responsibilities are required to deliver approved lessons and projects.

### **9.2 Student Accountability:**

- Beginning of the year assessments will be completed by the classroom teacher
- Weekly progress reports will be reviewed with students and delivered to parents
- Use data from classroom observations and assessments to drive/adjust instruction

### **9.3 Parent Communications:**

Teachers are required to maintain effective communication with parents through weekly communications about classroom highlights, which may be sent out by email or sent home with students, through progress reports, and other information about current lessons and/or activities. Parents will be invited to PLC meetings in which Action Plans are being devised or revised. Teachers may also request a meeting with parents as needed. If teachers anticipate having a meeting with a parent(s) which may be confrontational or uncomfortable, they may request the presence of the Executive Director or the Director of Academics for that meeting.

Classroom meetings/events that are organized by the teacher must be approved by and scheduled with the Executive Director.