



A CULTURE OF COMMITMENT TO THOSE WE SERVE



**FACULTY
POLICY AND PROCEDURE
MANUAL**

**Adopted
10/10/06**



Faculty Policy and Procedure Manual

Revised 2006

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1 **Faculty Manual**

2
3 **Part I: Accreditation, Mission, and Goals**

4
5 **Accreditation**

6
7 Luna Community College is accredited by the Higher Education Commission and is a
8 member of the North Central Association of Colleges and Schools, 30 North LaSalle
9 Street, Suite 2400, Chicago, Illinois 60602-2504. LCC was last accredited November
10 2004.

11
12 **Mission of the College**

13
14 Luna Community College is an institution of higher learning committed to serving the
15 changing needs of its student population and the surrounding communities. Its mission is
16 to provide comprehensive education, preparations for relevant employment, and
17 opportunities for life-long learning. The guiding principles of LCC are:

- 18
19 • Prepare students for employment in the entry-level positions through a broad
20 range of vocational, technical, and professional education programs.
21
22 • Enhance job effectiveness and continue training and keeping up with changes in
23 every job markets and technology.
24
25 • responding promptly to and investigating employees' complaints or inquiries
26 regarding on-the-job discrimination.
27
28 • Assist students in gaining equitable access to education opportunities.
29
30 • Provide continuing education and community service to northeastern New
31 Mexico.
32
33 • Offer certificates and Associate of Arts and Associate of Applied Science degrees.
34
35 • Promote transfer of credits between institutions of higher education.
36
37 • Educate students regarding intellectual, psychological, philosophical, and
38 social issues that addresses human experience, namely: critical thinking/problem
39 solving, cultural diversity, intra/interpersonal skills, and ethical responsibilities.
40

41 In summary, College Mission Goals are to provide access to instructional programs
42 that increase students' career options and/or enhance the quality of life through
43 personal and/or professional development.
44
45

1 ***Institutional Goals***
2

3 The Board of Trustees of Luna Community College, its administration, faculty, and staff,
4 in assessing institutional effectiveness, adopted as long-term goals the six areas of inquiry
5 identified by the National Alliance of Community and Technical Colleges. To
6 accomplish the goals, strategic planning themes were developed to guide institutional
7 focus and activity. To monitor institutional progress towards achieving those goals,
8 performance indicators and corresponding performance measures that parallel the goals
9 were also established.

10
11 ***Goal 1: Access and Equity.***

12 Luna Community College recognizes and accepts as its responsibility to ensure all
13 citizens of the LCC community, regardless of academic preparation and background,
14 access to relevant post secondary education and training.

15
16 ***Goal 2: Employment Preparation and Placement.***

17 Central to the Institution’s purpose is to prepare and/or retain the work force of the
18 present and the future. Of importance in this regard is the interface between the
19 community and the Institution, in particular with the local labor market. It is, therefore,
20 essential that the academic programs, student support programs, and community
21 relationships remain viable, relevant, effective, and efficient.

22
23 ***Goal 3: College and University Transfer.***

24 A significant role of the Institution is to facilitate students’ abilities to transfer to 4-year
25 colleges and universities. Institutional effectiveness depends on quality outcomes in
26 assisting students to achieve baccalaureate degrees.

27
28 ***Goal 4.: Economic Development***

29 Luna Community College contributes to the economic development of the area it serves
30 in various ways. LCC adds value to the community by ensuring that relevant
31 postsecondary education and training is available and by providing prospective
32 employers with a confident view of the community’s ability to provide trained workers.

33
34 ***Goal 5: College and Community Partnerships***

35 As a partner, Luna Community College adds value to the greater community by making
36 available to individuals and/or groups the use of college facilities, college services, and
37 by encouraging faculty, staff, and students to participate in community events.

38
39 ***Goal 6: Cultural and Cross Cultural Development***

40 The LCC service area includes persons of various racial, ethnic, religious, and special
41 needs backgrounds, and other social groups seeking education and training. The
42 institution accepts the responsibility to serve as a catalyst for cross-cultural awareness
43 and sharing, and makes available to its students, faculty and staff, opportunities for
44 participation in the arts, educational media, vehicles of communication, and in sporting as
45 well as recreational events.

1 ***Part II: Governance and Instructional Organization***

2
3 ***Board of Trustees***

4
5 The Board of Trustees recognizes that Luna Community College is the property of the
6 State of New Mexico and is the part of post-secondary public educational system
7 commissioned and empowered to serve the people of its service area. The Board
8 members, as legal trustees representing the school districts of the service area,
9 individually and collectively recognize their responsibility in directing the Institute for
10 the achievement of its goals, the provision of its services, and the fulfillment of its
11 responsibilities.

12
13 The Board of Trustees is made up of seven members from each of the seven participating
14 school districts served by the Institute. The school districts currently being served by the
15 Institute are the Las Vegas City School District, West Las Vegas, Maxwell, Mora, Santa
16 Rosa, Springer, and Wagon Mound districts.

17
18 ***President***

19
20 The Board of Directors selects a President and vests authority in that position as the chief
21 executive officer (CEO) of the Institute for the implementation and the maintenance of
22 board policies and administrative regulations and to carry out the goals of the Institute
23 within statutory authority. He/She is ultimately responsible for the administration and
24 supervision of all programs, implementation of services, management of personnel, and
25 utilization of physical resources as directed by the board. The President serves the
26 Institute under the direction of the Board. The President recommends and carries out:

- 27
28 • The employment and assignment of all administrative personnel
29
30 • The employment and management of all instructional personnel
31
32 • The employment and utilization of all physical plant personnel
33
34 • The acquisition and operation of all equipment, buildings, and other property
35
36 • The overall disposition of Institute property and programs for institutional and
37 public use.

38
39 The role of the President, within the administrative structure, is to provide the direction
40 and supervision necessary for effective administration. (For further details concerning
41 Administration, refer to the Board Policies available through the President’s Office.)
42
43
44
45

1 ***Dean of Student Learning and Support Services***

2
3 The Dean of Student Learning and Support Services provides leadership in all
4 instructional matters, administers instructional policies as adopted by the Board; assigns,
5 monitors, reviews, and approves all academic and student support activities, and assists
6 the President in the preparation of the instructional budget and making presentations to
7 various legislative and administrative bodies.
8

9 ***Academic Directors***

10
11 Academic Directors demonstrate professional, administrative, supervisory, and/or
12 specialized knowledge required to perform the job. They direct others in accomplishing
13 work, effectively select and motivate staff, encourage career development for staff,
14 undertake and timely performance appraisal of staff. They work cooperatively with other
15 individuals and show willingness to undertake new projects and assignments; offer
16 innovative ideas that contribute to meeting assignment objectives, LCC's and department
17 goals; and plan, manage, and assess financial responsibilities based on LCC's strategic
18 plan and initiatives. Academic directors, in order to maintain instructional proficiency,
19 are required to teach a maximum of two instructional courses within a three semester
20 time frame, per academic year (i.e. fall, spring or summer semesters).
21

22 ***Advisory Committees***

23
24 In order to ensure the best possible education and training programs for the citizens of the
25 service area, the Institute shall recognize that constructive study and progress require
26 active participation and consistent involvement by members of the general public. The
27 Board of Trustees and Administration shall establish procedures to encourage and utilize
28 community advice and evaluation. Community participants shall serve to keep the
29 Institute informed concerning the needs of the community, as well as to keep the general
30 public apprised of the offerings and directions of the Institute.
31

32 ***Committees***

33
34 Committees are appointed by the President, with assistance and consultation of the
35 Administrative staff, to address a specific issue, or set of issues, and may be dissolved
36 whenever their assignments are completed.
37

38 The President shall determine the selection, structure, and charge of each committee. The
39 President may, if he/she deems necessary, seek advice from the Board, the Institute's
40 administrators, and/or selected members of the public at large.
41
42

1 ***Part III. Instructional Services Manual Amendment Procedures for all Personnel and***
2 ***Employee Handbook***

3
4 The Instructional Services Handbook shall be interpreted in such a fashion as to be
5 consistent with current interpretation by the courts of the United States and the State of
6 New Mexico.

7
8 The Board of Trustees will ratify the Instructional Services policy and procedures, and
9 the President and the administrative staff of Luna Community College will implement the
10 policies and procedures and coordinate its implementation.

11
12 ***Amendment Procedures***

13
14 These personnel policies, procedures, and practices are subject to review annually in
15 order to maintain legal compliance and operational effectiveness. The historical
16 background, mission, goals and objectives will be amended as required. The Professional
17 and Support Employee Polices and Procedures will be posted on the LCC Website, and
18 an official hard copy will be located at the Learning Resource Center and at the Human
19 Resources Office.

20
21 Amendments may be enacted by the Board of Trustees as proposed by the President,
22 Dean, Chief Financial Officer, or Professional and Support Employee Policy and
23 Procedure Standing Committee. Proposed amendments shall be presented to all
24 Department Directors, Chief Financial Officer, Academic Dean, and President. The
25 President shall propose amendments to the Board of Trustees. Upon ratification by the
26 Board of Trustees, the Faculty Employee Policies and Procedures will become effective
27 on the date of ratification.

28
29 ***Part IV: All Personnel***

30
31 ***Affirmative Action Plan***

32
33 Luna Community College (LCC) demonstrates and is committed to support and uphold
34 the principles of equal employment opportunity and affirmative action in all its
35 employment policies and practices, including recruiting, hiring, compensation,
36 performance evaluation, benefits, transfers, training, promotions, layoff and other terms
37 and conditions of employment. LCC requires that all these practices be administered
38 without regard to race, color, creed, religion, ancestry, national origin, age, disability,
39 gender, Armed Forces Veteran or marital status.

40
41 It is the responsibility of each member of LCC management to ensure compliance with
42 equal employment opportunity and affirmative action policies in all aspects of
43 employment and in all LCC matters.

1 In addition, it is the duty of every LCC employee to create a job environment that is
2 conducive to our equal employment opportunity and affirmative action policies.

3
4 The Director of Human Resources has been assigned the responsibilities for the
5 coordination, direction, and enforcement of LCC's EEO and affirmative action policies
6 and programs.

7
8 **Affirmative Action Plan:** In compliance with federal regulations regarding affirmative
9 action, the Human Resources Director will analyze relevant statistical information
10 including regional labor availability and workforce composition for the LCC Main
11 Campus and all Satellites. The LCC Human Resources Director will establish goals to
12 alleviate any identified under-utilization of minorities and women, identify affirmative
13 action strategies and develop reasonable timetables to achieve these goals. This
14 information will be documented in an annual affirmative action plan, reviewed by the
15 LCC President, and presented to the LCC Board of Trustees.

16
17 **Recruitment And Selection:** LCC's designated Human Resources staff will oversee
18 recruitment and selection systems to ensure compliance with equal employment
19 opportunity and affirmative action policies in an effort to recruit and identify qualified
20 minorities, women, Armed Forces Veterans, and disabled individuals. LCC utilizes
21 recruitment resources such as colleges, schools, Department of Labor, and organizations
22 representing women, minorities, Armed Forces Veterans, and the disabled, to attract
23 qualified individuals. All solicitation advertisements must state that LCC is an equal
24 employment opportunity employer.

25
26 **Management Training:** As part of LCC's Professional Development Plan, supervisory
27 and management staff will be provided with on-going training and technical assistance on
28 EEO laws, affirmative action, and the Americans with Disabilities Act.

29
30 **Job Description Review:** LCC's designated Human Resources staff will conduct
31 periodic job description reviews for the basic job descriptions to confirm essential job
32 functions and to verify that the qualification requirements are job related and consistent
33 with business necessity. Staff and supervisors will review job descriptions prior to each
34 evaluation period and create a summary of additional duties as assigned.

35
36 **Equitable Compensation:** LCC will provide equal pay for equal work to ensure that
37 individual compensation is based upon the job held and the experience of the individual
38 within the job.

39
40 **Employment Practices:** All LCC employment practices will be created in accordance
41 with equal employment opportunity and affirmative action polices and without regard to
42 race, color, creed, religion, ancestry, national origin, age, disability, gender, Armed
43 Forces Veterans or marital status.

44
45 **Employee Training Opportunities:** On-the-job training programs, as well as other
46 training and educational programs that LCC offers will be made available to all

1 employees without regard to race, color, creed, religion, ancestry, national origin, age,
2 disability, gender, or marital status. Appropriate steps will be taken to encourage
3 minority, female and disabled employees to increase their skills and job potential through
4 participation in available training and educational programs.
5

6 ***Employment Classification***

7 8 **Faculty**

9
10 Faculty will present evidence of current curricula, content, and organization through
11 continuously improved course syllabi, selection of texts, and related instructional
12 materials; exhibit proficiency in oral and written communication skills; exhibit a
13 continued interest in inquiry and teaching through professional self-development; provide
14 accurate student advisement relative to course selection, support services, career choices
15 and student academic outcomes; follow LCC's and department guidelines and procedures
16 regarding academic instruction, i.e., actively recruit students, follow exam schedules,
17 submit grades on time, attend faculty meetings, conduct classes as scheduled, fulfill
18 office hours, meet reporting deadlines, and meet LCC's record keeping requirements.
19 Faculty also need to participate in committee assignments.
20

21 ***Per Course Faculty***

22
23 Per Course Faculty are individuals whose primary employment is outside the college and
24 who, because of their professional standing, provide part-time instruction and/or training
25 to LCC students on a voluntary or contractual basis.
26

27 ***Faculty Terms of Employment***

28 29 **Issuance of Contracts**

30
31 Faculty are issued contracts on a year-to-year basis specifying the status, the period,
32 teaching assignment, pay range, and salary. On or before the month of May of each
33 academic year, duties and responsibilities, as stated in this manual, are incorporated by
34 reference.
35

36 **Service Period**

37
38 Full-time faculty are employed on a nine-month contract and are required to serve the
39 entire period of the contract. During scheduled semester breaks when students are not on
40 campus, the faculty member is not required to report to the campus but should leave a
41 number where he/she can be reached. Full Time Faculty will remain working on campus
42 during scheduled in-service days.
43

1 Teaching Load

2
3 Although, LCC does not adhere strictly to a regular 40- hour work week and the normal
4 8 a.m. to 5 p.m. daily schedule, it is assumed that for every credit hour a faculty member
5 devotes two (2) clock hours to direct instruction and related activities, i.e., lecture and test
6 preparation, homework and test grading, attendance monitoring and reporting,
7 departmental and committee meetings, professional readings, etc. The equivalent within a
8 40- hour work week is 15-17 credit hours.

- 9
10 • 15 credit hours x 2 = 30 class hours + 10 office hours
11 • 16 credit hours x 2 = 32 class hours + 8 office hours
12 • 17 credit hours x 2 = 34 class hours + 6 office hours
13

14 The same faculty member is expected to adhere to required posted office hours; thus, the
15 equivalent is a 40- hour workweek. It should be understood that many of the workload
16 requirements may not always be performed on campus or during the Monday through
17 Friday work schedule.

18
19 Similarly, the normal working hours between 8 a.m. and 5 p.m. from Monday through
20 Friday are not strictly applied. Classes may be scheduled at LCC, or any of its satellites,
21 between the hours of 8 a.m. and 5 p.m., Monday through Saturday. Faculty may be
22 scheduled to teach classes within this time frame according to the College and
23 department needs, i.e., as student demand and needs dictate.
24

25 Supplemental Contract

26
27 There are three supplemental Contracts that can be issued for faculty.

- 28
29 • **Overload** : Teaching overloads are discouraged, and LCC avoids assigning
30 overloads whenever possible. If an overload is necessary, the following process is
31 required: After the Academic Director requests an overload, approval is required
32 from the Academic Dean, the Chief Financial Officer, and the President.
33 Qualifying faculty will be full-time instructors who are teaching a minimum of
34 15-17 credit hours with a minimum of 4-5 courses. Overload is paid at the current
35 per course faculty rate. (See Human Resource Technician for pay rate scale.)
36
37 • **Summer Session:** Appointment for a summer session in any year is a separate
38 contract to be entered into by the mutual consent of the College and the faculty
39 member. The full- time teaching load is from 6 to 8 credits and a minimum of one
40 office hour per week for each course assigned. Compensation is calculated at the
41 overload rate through a supplemental contact.
42
43
44 • **Special Projects:** These projects are academic projects that are funded through
45 proposals to local, state, and federal funding sources.
46

- 1
2 • **Directed Study:** Approval is required from the Academic Director, Academic
3 Dean, and LCC President.

4 **Equal Employment Opportunity Policy**

5 6 **Employment Policy and Practices**

7 8 Working Hours Equal Employment Opportunity Statement

9
10 Luna Community College (LCC) is committed to providing equal employment
11 opportunity for all persons regardless of race, color, religion, gender, age, marital status,
12 national origin, citizenship status, disability, or veteran status.

13
14 Equal opportunity extends to all aspects of the employment relationship, including hiring,
15 transfers, promotions, training, terminations, working conditions, compensation, benefits,
16 and other terms and conditions of employment.

17
18 LCC complies with federal and state equal employment opportunity laws and strives to
19 keep the workplace free from all forms of harassment, including sexual harassment. LCC
20 considers harassment in all forms to be a serious offense.

21 22 **Human Resources Director Responsibilities**

23
24 The Human Resources Director is responsible for formulating, implementing,
25 coordinating, and monitoring all efforts in the area of equal employment opportunity.

26
27 The Human Resources Director is responsible for:

- 28
- 29 • Assisting LCC management in collecting and analyzing employment data;
 - 30
 - 31 • Developing policy statements, required affirmative action programs, and
32 recruitment techniques designed to comply with the equal employment policies of
33 LCC;
 - 34
 - 35 • Complying with various statutory record keeping and notice requirements or
36 employment-related statutes and regulations; administering LCC's applicant
37 tracking system and compiling data for required EEO reports;
 - 38
 - 39 • Preparing, if required by state or federal law, an annual review and summary of
40 LCC's affirmative action programs and submitting the results achieved under
41 these programs to the President and LCC Board of Trustees;
 - 42
 - 43 • Assisting supervisory personnel in arriving at solutions to specific personnel
44 problems;
 - 45

- Serving as liaison between LCC and government agencies, equal employment opportunity organizations, and other community groups;
- Keeping management informed of the latest equal employment opportunity developments; and responding promptly to and investigating employees' complaints or inquiries regarding on-the-job discrimination.

Supervisors Equal Employment Opportunity Responsibilities

- Creating and maintaining a work environment free of discrimination and harassment;
- Investigating promptly complaints of discrimination or harassment within their respective departments;
- Reporting discrimination and harassment complaints to LCC's Director of Human Resources; and
- Taking corrective action to prevent prohibited conduct from reoccurring.

Employees Equal Employment Opportunity Responsibilities

- Respecting the rights of their coworkers and avoiding discriminatory or harassing conduct.

Equal Employment Opportunity Communication

Regarding this Equal Employment Opportunity Policy, LCC will communicate to its employees through Federal and State government nondiscrimination posters that are displayed in conspicuous locations in all LCC facilities. As well, LCC's EEO and/or AAP Policies are addressed in new employee orientation.

Notices, advertisements, forms, job descriptions, and other specifications relating to employment shall not indicate any preference, limitation, or discrimination based on race, color, religion, gender, age, national origin, citizenship status, disability, or status as a disabled veteran or veteran of the Veteran Forces Era. All employment advertisements placed by LCC or its contract recruiters must include the phrase: *"LCC is An Equal Employment Opportunity Employer."*

Complaint Procedure

1 Employees who have been subjected to prohibited discrimination or harassment should
2 immediately report the incident to their supervisor or the Director of Human Resources.
3 Complaints are investigated immediately and handled as confidentially as possible. LCC
4 ensures that employees following this complaint procedure will be protected against
5 retaliation.

6
7 Any reported violations of EEO law or this policy are to be investigated. Supervisors or
8 employees found to have engaged in discriminatory conduct or harassment are subject to
9 immediate disciplinary action, up to and including termination of employment.

10 11 12 13 ***Part V: Employment Policies and Procedures***

14 15 ***Appointments/Employment***

16
17 Appointments shall be made for the period of time required in the instructional program
18 or operating division.

- 19
- 20 • There shall be no commitment expressed or implied to renew the appointment of
21 any employee beyond the expiration date of the appointment. If no expiration date
22 is given in a person's appointment, the expiration date shall be the last day of the
23 fiscal year unless otherwise stated in writing.
 - 24
25 • The procedure for announcement, interview, and selection of employees by the
26 College shall be as follows for the employment of full- time personnel:
 - 27
28 • The President must approve the filling of the position before any opening may be
29 announced. The request should identify the availability of the budget for the
30 position, a position description, the minimum qualifications for the position, a
31 justification for the position, and the intended date of hire.
 - 32
33 • Each proposed announcement shall include a brief job description, which shall
34 also include the minimum qualifications required for the job.
 - 35
36 • The position opening shall be announced by posting on the bulletin board near the
37 Human Resources Office and on the LCC website for a period of not less than 5
38 days. Time permitting, the position may also be announced with appropriate
39 agencies in appropriate publications. Each announcement shall contain a closing
40 date for consideration of applications.
 - 41
42 • Only persons who apply for the listed position shall be considered for the
43 position. All qualified applicants who apply within the time specified in the
44 position announcement shall be considered. A record of each application received
45 shall accompany the final recommendation. Based on application forms received

1 for the posted position, up to five applicants who have the best qualifications shall
2 be given the opportunity to be interviewed.

- 3
- 4 • The final recommendation for employment shall include consideration of the
5 College's equal employment opportunity statement and affirmative action plan.
6 The applicants interviewed shall be ranked based on interview and qualifications.
7
- 8 • The President shall be responsible for evaluating the recommendations and for
9 conferring with the appropriate department chairman or program supervisor in
10 formulating the recommendations for employment.
11
- 12 • Only the President or his official designee is authorized to approve an
13 employment offer.
14
- 15 • When a position is filled, the unsuccessful applicants for the job shall be notified
16 by mail.
17
- 18 • Whenever necessary, part-time and temporary positions at the College, may be
19 filled on a temporary basis at the discretion of the President with consultation
20 with the affected divisions. Benefits will not be provided for temporary positions.
21
- 22 • A part-time or temporary position may be offered to a person who has previously
23 held the same or equivalent position with the College, provided the President
24 approves a waiver of announcement.
25
- 26 • A part-time or temporary position may be offered to a person who is a student at
27 the college, provided the President approves a waiver of announcement.
28
- 29 • A waiver of announcement for a part-time position may be granted if specifically
30 required by agreement for programs offered in cooperation with other entities or
31 offered in facilities not owned by the College.
32
- 33 • Appointments to part-time employment shall not be construed as indicating any
34 commitment to a full-time position or to extend beyond the period of the initial
35 terms of employment. The offer of part-time employment shall not be construed
36 as indicating any commitment to a full-time position or to extend beyond the
37 period of the initial terms of employment.
38

39

40 **New Position Or Job Vacancy**

41

42 Any newly created position or job vacancy is subject to the provisions of this policy.
43 Reclassification or upgrading of an existing position is not considered a new position or
44 vacancy.
45

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Recruiting Applicants

The Human Resources Office accepts applications and recruits applicants for vacancies. Regular employees may apply for any posted position by contacting the Human Resources Office.

Employment Interviews

Before any applicants are interviewed for faculty positions, such applicants must be processed through the Human Resources Office. Regular full-time employees will be granted time off, with pay, to attend job interviews scheduled during work hours. Employees should notify their supervisors in advance of such interviews so that appropriate arrangements can be made.

Provisional Period of Employment

All faculty hired into a regular position are hired on a provisional basis for the first three (3) years. Faculty may be terminated during the probationary period without cause or recourse.

Travel and Moving Expenses

LCC customarily does not reimburse travel and moving expenses of newly hired, promoted, or transferred faculty. Such expenses are solely the responsibility of the affected employee.

Age Limitations

Normally the College does not employ persons under the age of 16 years. The President must approve any exceptions. Applicable federal and state laws will be complied with in all circumstances.

Procedure for Change of Employee Personnel Status

The Human Resources Office should be notified of any change in the personal status of an employee. These changes may include name, address, etc. The following changes require the employee’s signature for authorization, and the employee will be responsible to contact the Human Resources Office for such change:

- Withholding (Exemptions):
- Group Medical Benefits and Life Coverage;

1 Personal Deductions (saving bonds, credit union, annuities, etc);
2 Bank Deposits;
3 Any other factors relative to the personal circumstances or statutes of the employee as
4 may affect the employee’s right, interest, or qualification for any employee benefit,
5 obligation, or option.
6

7 ***Faculty Classifications***

8 9 **Provisional Status**

10 New full-time faculty are appointed on provisional status on an annual basis. Provisional
11 faculty are evaluated on a semester basis for a three-year period, and renewal is
12 dependent on satisfactory performance.
13

14 **Regular Status**

15
16 Upon successful completion of the three-year provisional period, faculty are appointed in
17 regular status. Faculty who fall under this status are evaluated annually, and renewal is
18 dependant on satisfactory performance.
19

20 **Part- Time Status:**

21 Part-time faculty are employed as needed. Duties and responsibilities are those under
22 “teaching and related activity for full-time faculty,” items a-g. One posted office hour per
23 week, per class is also required, usually before or after class. Part-time faculty will not
24 work more than twelve credit hours during the fall and spring semester. During summer
25 semester part time faculty will not work more than eight credit hours
26

27 ***Notice of Renewal/Non-Renewal***

28
29 The Board of Trustees shall consider re-employment of all faculty before the end of that
30 academic year. A letter of intent for renewal will be provided, not later than the end of
31 the academic year. Failure to provide notice by the end of the academic year will have the
32 effect of re-employment of the faculty member for the next year.
33
34

35 ***Formal Evaluation Process***

36
37 During the formal evaluation process, academic directors will be provided with a
38 schedule for evaluation from the Human Resources Department. The Academic Dean and
39 the President must approve this evaluation. A self-evaluation will be conducted by each
40 employee and then submitted to his or her immediate supervisor. Immediate supervisors
41 will compare comments and ratings with goals and objectives and job description
42 established at the beginning of the rating period. The self-evaluation will need to be
43 signed by both the evaluator and the employee. The supervisor will then prepare a
44 supervisor evaluation and establish new measurable goals and objectives. Department
45 Academic Directors will submit a list of recommended faculty for renewal and non-
46 renewal to the Academic Dean. The Academic Dean will provide input and submit

1 recommendations to the President. The President will provide recommendations to the
2 Board of Trustees for final approval.

3 ***Academic Advising***

4
5 All new students who enter LCC are initially advised by the Access Center. The Access
6 Center schedules Compass testing dates, along with orientation of the student to the
7 various programs available. Based in initial Compass Scores, students are advised of the
8 institutional course requirements they need to complete to start the process of declaring a
9 major. The Access Center also acts as a liaison to refer students to the LCC admissions
10 process, student financial aid, and other departments to assist them in starting their
11 college career. Once admitted to LCC, all new students are invited to attend an
12 orientation day that is set up to provide basic information about college policies and
13 procedures and matters that assist a new college student.

14
15 A new program advisor is assigned when a student declares or changes majors. The role
16 of the program faculty advisor is crucial to the success of the student. The faculty advisor
17 is the liaison between the student and LCC by interpreting program policies and
18 procedures, program admission requirements, and ensuring that the student meets
19 academic requirements for graduation. A plan for program completion can be developed
20 with the student that sets up a schedule for completion of their program major.

21
22 Registration cards for each semester are to be signed by the program advisor who will
23 advise students of their progress toward completion of a declared program.

24 25 26 27 ***Other Assignments***

28
29 Faculty members may be assigned additional duties within their department or for LCC.
30 These duties may include, but are limited to, faculty, departmental, or institutional
31 committees.

32
33 **Instructor A:** This instructor is teaching five 3- credit hour courses for a total of 15
34 credits. The equivalent in clock hours is 30 hours. Posting 10 office hours provides an
35 equivalence of a 40-hour week.

36
37 **Instructor B:** This instructor is teaching four 3- credit hour courses and one 4- credit
38 hour course for a total of 16 credits. The equivalent for this instructor is 32 hours. Eight
39 posted hours complete the 40-hour equivalent.

40
41 **Instructor C:** This instructor is teaching three 3 -credit hour courses and two 4- credit
42 hour courses for a total of 17 credits. The equivalent is 34 hours. Posting 6 office hours
43 completes the 40-hour equivalent.

Instructor D: This instructor is teaching three 4- credit hour courses for a total of 15 credits. The equivalent of 30 hours, together with 10 posted office hours, completes this instructor's 40 –hour equivalent.

Instructor E: This instructor is teaching four 3-credit hour lecture courses and one 3-credit hour lecture/ lab course meeting 2 hours of lecture and 2 hours of lab, for a total of 15 student credit hours. The adjusted credits for the faculty member are 14 credits of lecture and 1.33 credits of lab, for a total of 15.66 credits. The clock- hour equivalent is 31.12 rounded off to 31 clock hours. This, together with nine posted hours, completes the 40- hour equivalent.

Class Scheduling

Standard Lecture Courses

The time-blocks are for scheduling purposes. These time-blocks have been structured according to the generally accepted time-based standards.

3 50- Minute Sessions (3cr)

2 75- Minute Sessions (3cr.)

M W F	M W	T TH
8:00 – 8:50	11:00- 12:15	8:00 – 9:15
9:00 – 9:50	12:30- 1:45	9:30 –10:45
10:00 –10:50	3:00 – 4:15	11:00 – 12:15
11:00 - 11:50	4:30 – 5:45	12:30 –1:45
1:00 - 1:50	6:30 – 7:45	2:00- 3:15
2:00 – 2:50	8:30 – 9:45	3:30 – 4:45
3:00 – 3:50		6:30 – 7:45
4:00 – 4:50		8:30 – 9:45
5:30 – 6:20		
6:30 – 7:20	<i>Saturday</i>	<i>Evenings</i>
8:30 – 9:20	9:00- Noon	3:00- 5:50
	1:00 – 4:00	6:00 – 8:50

* Lecture Only

Two Credit or Three- Credit Classes Meeting for 1 Session Week

The precise minimum length of the session varies, depending upon the number of meetings, which occur through the semester on that day (as many as 16 and as few as 14). Courses scheduled on Monday, Wednesday, and Thursday will meet 15 times; courses on Tuesday will meet 16 times: courses on Friday will meet 14 times.

<u>Two-Credits *</u>	<u>Three- Credits</u>
13 meetings: 2 hrs. 10 min.	3hrs. 10min.

1 14 meetings: 2hrs. 2 hrs. 55 min.
 2 14 meetings: 1 hr 50 min. 2 hrs. 45 min.
 3 * with 10 min. break * with 10 min. break

4
 5 Courses meeting one session per week, for either two or three credits, may begin at these
 6 times:

7			
8	2:00 or 3:00 6:00 or 6:30	Saturday	Evenings
9	<i>Examples of class times:</i>	9:00 - Noon	3:00-5:50
10		1:00- 4:00	6:00-8:50

11
 12 When more than one such course is offered in a department, they should be paired in
 13 matched time-blocks and request the same room for each (*pairing a Tuesday with a*
 14 *Thursday or a Monday with a Wednesday*). This procedure will allow LCC to use
 15 classrooms more efficiently.

16
 17 **4 50-Minute Sessions**

18
 19 Use any four days: (Lecture Only)
 20 **M T W Th F**
 21 8:00 – 8:50
 22 10:00-10:50
 23 11:00-11:50
 24 1:00 –1:50
 25 2:00- 2:50
 26 3:30 – 4:20
 27

28 Courses meeting for 1 50-minute session, such as discussion sessions, may use either of
 29 the patterns below. When there are multiple sections, schedule them in pairs using the
 30 same room.

31		
32		
33		
34	<u>T TH</u>	<u>M W</u>
35	8:00 – 8:50	8:00 – 8:50
36	10:00 – 10:50	9:00 – 9:50
37	11:00- 11:50	10:00- 10:50
38	1:00 – 1:50	etc. beginning on the hour, NOON EXCLUDED
39	2:00 – 2:50	
40	3:30- 4:20	

41
 42
 43 **Four- Credit Courses Meeting in 2 Sessions/ Week (Lecture Only)**

44		
45	M W	T Th
46	2:00 – 3:50	7:30- 9:20

1	4:00 – 5:50	3:30 – 5:20
2	6:00 – 7:50	6:00 – 7:50
3	8:00 – 9:50	8:00 – 9:50

4
5 Four- Credit Courses may not be offered in one meeting/week

6
7 **Standard Schedule for Labs with a 1:2 Ratio Only**
8 **These time schedules do not apply for lab ratios greater than 1:2.**

9	10	11
12	<u>M W or F</u>	<u>T or Th</u>
13	8:00 – 9:50	8:00- 9:50
14	10:00 – 11:50	10:00 – 11:50
15	1:00 – 2:50	1:00 – 2:50
16	3:00- 4:50	3:30- 5:20
17	6:30 – 8:20	6:30- 8:20

18
19
20 ***Summer Session***

21
22 During summer session, classes will follow the same scheduling commencing at 8 a.m.
23 Classes will meet for one (1) hour and fifteen (15) minutes with the exception of a 4-
24 credit hour class. A 4-credit hour class will meet for 1 hour and 40 minutes. All classes
25 will meet on consecutive days beginning on Monday. They will be conducted on
26 Monday, Tuesday, Wednesday, and Thursday.
27

28 ***Part VI: Instructional Department Directors***

29
30 ***Academic Director***

31
32 Please refer to Part IV of the handbook.
33

34 ***Evaluation of Academic Directors***

35
36 Academic Directors will be evaluated yearly by each full-time member of the
37 departmental faculty, and by the Dean. The faculty member’s evaluation forms are sent
38 directly to the Dean, who prepares a summary of the results. The Dean, after reviewing
39 the evaluations, prepares his/her evaluation of the Department Head and discusses the
40 content of the evaluations with the Academic Director. Copies of the written evaluations
41 are sent to the Academic Director and to the President and are included in the annual
42 written evaluation of the Director. All evaluations will be kept on file in the Human
43 Resources Department.
44

1 ***Absence of an Academic Director***

2
3 When an Academic Director is to be absent for period of two weeks or more, the Dean
4 and the President may assign an interim Academic Director.
5

6 ***Removal of an Academic Director***

7
8 The Academic Director, upon consultation with departmental full-time faculty, the Dean
9 and the President, may relieve the Department Director of his/her administrative duties if
10 there is good reason for such action, but only after the Academic Director has had an
11 opportunity to respond to the Dean concerning the reasons for the action.
12

13 ***Part VII: CURRICULUM***

14
15 ***Curriculum Planning and Evaluation***

16
17 Curriculum planning is designed to achieve the aims of the Institution. Curriculum
18 planning considers current and future needs for human, financial, and physical resources.
19 This systematic planning is based on continuing institutional self-evaluation and
20 assessment of the needs of the Institution’s constituencies. All appropriate segments of
21 the Institution are involved in planning.
22

23 The responsibility for design, approval, implementation, and revision of the curriculum is
24 vested in designated bodies with clearly established channels of communication and
25 control. The faculty has a major role in such processes as assigned by the respective
26 directors.
27

28 The Institution engages in periodic review of program and departmental quality and
29 effectiveness under clearly specified and demonstrably implemented procedures. The
30 process is based on current qualitative and quantitative data, which are used to assess
31 strengths and weaknesses in achieving program goals and projected outcomes.
32

33 Policies and procedures for additions and deletions of programs or courses are carefully
34 developed and administered, are based on curriculum planning, and are consistent with
35 the resources of the Institution, the capabilities of faculty, and the needs of the
36 community served by the Institution.
37

38
39 ***General Education***

40
41 The educational program is designed to give students a substantial and coherent exposure
42 to the major broad domains of higher education. All programs leading to the Associate
43 degree include a major area and a general education component.

1
2 The general education segment of all educational programs that is based on a philosophy
3 and rationale that are clearly stated and provide the criteria by which the appropriateness
4 of each course in the general education component is evaluated.

5
6 The plan for general education is cooperatively developed by faculty and administrative
7 staff and approved by the governing board.

8
9 The general education program introduces the content and methodology of the major
10 areas of knowledge-the humanities, the fine arts, the natural sciences, and the social
11 sciences-and helps students develop the intellectual skills and social attitudes that will
12 make them effective learners and citizens.

13
14 The educational program provides opportunities for all students to develop and
15 demonstrate competence in communication and quantitative skills, critical analysis of
16 data and argument, and appreciation of cultural diversity.

17
18 Student performance is evaluated in terms of defined and published course requirements.

19
20 Criteria for evaluating student performance or achievement, grades (A, B, C, etc.) are
21 clearly established, stated in LCC publications, and are generally understood by faculty
22 and students.

23
24 Credit awarded is consistent with student learning or achievement and based upon
25 generally accepted norms.

26
27 The degree or certificate awarded upon successful completion of an educational program,
28 is appropriate to the demonstrated achievement of the graduate.

29
30 Clear and well-publicized distinctions are made between courses which offer degree and
31 non-degree credit.

32
33 LCC has a systematic procedure for articulating its programs with other Jr./Community
34 schools or baccalaureate institutions.

35
36 The curriculum planning process involves liaison with post-secondary institutions.

37
38 The curriculum planning process involves coordination with baccalaureate institutions,
39 particularly with respect to major and general education requirements.

40
41 The relevance of courses to job requirements is ensured by a systematic analysis of
42 specific job requirements and curriculum review.

43
44 ***Curriculum Requirements***

1 Under delegation of curriculum approval authority, the faculty will submit new programs
2 to the Dean's office for approval. However, to maintain the delegation of approval
3 authority, LCC must have a definite need for the course. In most cases, associate degree
4 credit courses serve as required preparation for a degree, certificate, or transfer. In many
5 cases such courses also meet general education requirements for the associate degree
6 and/or transfer major. The course objectives must be clearly designed to meet that stated
7 need.

8
9 The student syllabus must reflect a quality in the course sufficient to obtain the objectives
10 and content. The student syllabus must also include types and examples of assignments,
11 instructional methodology, and methods of evaluation. It must be rigorous and effective
12 in integrating throughout the student syllabus the required components of critical
13 thinking, essay writing/problem solving, and college level skills and vocabulary.
14 Citations of texts and other reading material must be current, that is, reflect the present
15 knowledge of skills and principles upon which the course is founded.

16
17 LCC must commit the resources, both in terms of staff and facilities, to assure the
18 feasibility of offering the course with sufficient frequency to maintain course objectives.
19 The course must comply with any other applicable laws such as those related to classes
20 for those with disabilities. Will the features of a student syllabus assist in conveying the
21 essential depth, breadth, quality, and appropriateness of a course as they relate to these
22 general education standards?

23
24 The program and course objectives should clearly specify the subject matter to be
25 covered, the intellectual skills to be acquired and learning methods used, the affective and
26 creative capabilities to be developed, and the specific occupational skills to be mastered.

27
28 Luna Community College will engage in periodic review of program and departmental
29 quality and effectiveness under clearly specified and demonstrably implemented
30 procedures.

31 32 33 ***Role of the Student Syllabus***

34
35 The student syllabus plays a critical educational role on campus and is the primary
36 vehicle for course planning. When a course is revised or updated, it is the student
37 syllabus that records the changes. As such, it forms the basis for a contract among the
38 student, instructor, and institution identifying the expectations which will serve as the
39 basis of the student's grade and giving the fundamental required components of the
40 course which the student is guaranteed to receive from the instructor and institution.
41 More than just specifying the required components of the course, the student syllabus of
42 record states the content and level of rigor for which students across all sections of the
43 course will be held accountable. Courses are designed to provide a coherent body of
44 knowledge to prepare students in a particular subject. The prerequisites students need to
45 advance successfully through a series of such courses are based on information in the
46 syllabus of record.

1
2 Maintaining academic standards means providing consistent, quality instruction in the
3 classroom. As various instructors, both full-and part-time, teach our courses it is by
4 reviewing the student syllabus that they may clearly identify the standards and content of
5 the courses they are to teach. In addition, the student syllabus plays a critical role in the
6 on-going process of program review by which a college seeks to keep the curriculum
7 relevant and to allocate its resources sufficiently to maintain programs. When new
8 programs are designed, it is through the selection of courses and construction of new
9 student syllabi that the program design is evaluated for its ability to meet the newly
10 identified needs of students.

11
12 The student syllabus of record should not be confused with the master syllabus. A
13 student syllabus gives the basic components of the course required to be taught by all
14 instructors. It gives the instructor the opportunity to bring out his or her particular talents
15 and strengths.

16
17 Another role of the student syllabus is to demonstrate that all the required components are
18 present in the course to the required degree or rigor. When questions arise as to the
19 appropriateness of a course or program offering, the Dean may request copies of the
20 pertinent student syllabus for review. If these reviews and approvals are not satisfactory,
21 the colleges may not offer the programs and/or courses. In addition, the Dean may also
22 use the quality of the student syllabus of record to determine that colleges are meeting the
23 conditions for delegation of curriculum approval authority.

24
25 The student syllabus may serve as the basis for evaluation and the transferability of these
26 courses and to substantiate their equivalence to those courses offered at four-year
27 schools.

28
29 The student syllabus itself must demonstrate that all required components, such as critical
30 thinking, are an integral part of the course. Often the college faculty handbook will
31 provide examples of various types of student syllabuses: general education and
32 vocational certificate, etc. Annotations on these samples stating the purpose of each of
33 the components are also useful.

34
35 The effort of revising and upgrading our student syllabus of record should continue to be
36 a priority for those of us in the classroom. Our curriculum, as expressed in our student
37 syllabus, assures those in business and industry that our students are prepared for their
38 careers and assures other university colleagues that our students are ready for upper
39 division work.

40 41 **Student Syllabus of Record Format for Degree Credit Courses**

42
43 The student syllabus format is not a “recipe for success.” All courses depend on the
44 experience, training, and dedication of classroom instructors to generate the fundamental
45 quality instruction that should be reflected in the student syllabus of record. This model

1 is intended to convey the components of a student syllabus that will be expected when a
2 review is done.

3
4 The catalog description should clearly state the scope of the course. The level, and what
5 kinds of student goals the course is designed to fulfill. For example, state “designed for
6 Liberal Art’s.” It should be evident from the catalog description that no two courses in
7 the curriculum are redundant.

8
9 Luna Community College approvals are based partly on an evaluation of need. One
10 aspect of need is showing that the course plays a role in the curriculum that no other
11 course fulfills effectively. Need statements are critical for innovative courses. Need can
12 be demonstrated in a number of ways.

- 13
- 14 • The course is required for completion of an associate degree, a certificate, or an
15 articulated transfer program.
- 16 • The course meets an associate degree and/or transferable general education
17 requirement in a specific area not adequately covered in another course.
- 18 • The course meets a specified need of industry as detailed by an industry advisory
19 committee or survey of employers.
- 20 • The course provides an alternative route to meet goals specified in other courses
21 by students unable to benefit as fully from those other courses. (In such cases it
22 should be made clear that the student cannot receive credit for both courses).
- 23 • The course makes productive use of particular strengths that LCC has to offer and
24 is in demand by students with transfer or occupational goals.
- 25 • The course meets an innovative subject matter or instructional need.
- 26

27 For those courses with prerequisites or co requisites, the student syllabus should list those
28 skills without which the student would be highly unlikely to succeed. (Or, for advisories,
29 state the skills with which the student’s learning in the course would be enhanced). The
30 basis for these statements of skills is the professional judgment of the instructors in the
31 discipline.

32
33 Together with a comparison with the exit skills from the prerequisite course, this section
34 is the basis of the required content review.

35
36 The central component of the syllabus is the course content. This section should include
37 a complete listing of the topics taught in the course.

38
39 The type or examples of methods of instruction should be specifically related to the
40 course objectives. They should provide real guidance to instructors in designing their
41 class sessions. For example, rather than stating “lecture” the description might be
42 “lecture and demonstration by instructor, with in-class practice, including feedback,
43 coaching, and evaluation by the instructor.”

44
45 This section must establish that the work is demanding enough in rigor and independence
46 to fulfill the credit level specified. The nature of the assignments must clearly demand

1 critical thinking. Assignments should be adequate to assure that students who
2 successfully complete them can meet the objectives of the course. Appropriate out-of-
3 class work is required for credit courses.

4
5 Types and examples of methods of evaluation should be listed. This section should be
6 substantively related to the stated objectives of the course. The evaluation must clearly
7 show that critical thinking skills are required. Types or examples should be extensive
8 enough to show that course objectives are evaluated. Statements in this section should
9 clearly show the basis for grading. For example, “term paper shows topic coverage, basis
10 of comparison, and critical analysis.”

11
12 Course Content covers all the objectives.

13
14 Methods of Instruction are identified with particular objective.

15
16 Assignments and Evaluation clearly show how students attain all objectives.

17
18 Texts are of college level and cover the theory and principles of the subject.

- 19
20
- Pay particular attention to critical thinking.
- 21

22 Catalog Description

23

- Write a short paragraph as a well developed overview of topics covered
 - Identify the target audience: required for major, degree or certificate, transfer, etc. “Meets general education laboratory science requirement” for example.
 - List prerequisites, co requisites, and/or advisories.
 - Include lecture/lab/studio hours and credits.
- 29

30 Need/Justification/Goals

31

- State fulfillment of degree, certificate, transfer or other need.
 - Distinguish purpose as related to similar courses.
 - Clearly state goals to allow evaluation of objectives.
- 35

36 Prerequisite Skills

37

- For pre- and co-requisites list entry skill without which student success is highly unlikely: “upon entering the course the student should be able to”
 - For advisors list entry skills which would broaden or enhance student learning but without which the student would still succeed.
- 42

43 Objectives

44

- State in measurable terms what students will be able to do: “upon completion of the course the student should be able to....”
- 46

- Be concise but complete.
- Use verbs showing analysis: rather than “understand,” “identify”, “describe”, say “explain” or “compare and contrast”.
- Adequately cover theory, principles, and concepts. Use skills and applications to reinforce and develop concepts.
- Be broad and introductory in scope, not too advanced, narrow, or specific.

Course Content

- Compile a complete list of all topics taught in the course.

Methods of Instruction

- Use methods appropriate to the objectives. If an objective is self-criticism of original work, lecture as a method is not enough.
- Types or examples of methods of instruction as well as assignments and how they are evaluated [see below] are required. If all instructors agree, the student syllabus may show just one teaching pattern. However, instructors have the academic freedom to choose how they will achieve course objectives. Attaching syllabi with enough information to evaluate instructional methodology may reduce detail.

Assignments and Methods of Evaluation

- Give assignments that reflect coverage of all objectives and content.
- In addition to listing graded assignments, give the basis for grading and relate to skills and abilities in objectives.
- Out-of-class assignments must be sufficient to show independent work.
- Be sure that knowledge of required material constitutes a significant portion of the grade as reflected in assignments and methods of evaluation.

Application Forms and Instructions for New Degree and Certificate Programs

From the objectives in the student syllabus for each required course, it should be evident how all the courses required do in fact support the objectives of the program, why they are required, and why they are sequenced as they are. If this relationship is not evident for a given course, its relationship should be fully explained in the rationale.

New Program Application

1. Mission

Are the objectives of the proposed course or program, as stated in the program application, consistent with the mission of LCC?

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45

2. Need

Is there a demonstrable need for a course or program that meets the objectives as stated at this time and in the region that LCC serves?

3. Quality

Are the objectives of each required course necessary to meet the stated goals and objective of the program? Are they sufficient? Will the successful completion of the week as laid out in the student syllabus submitted for each course required in the program, and in the required sequence, be sufficient to enable students to fulfill the program goals and meet the stated program objectives? Are student syllabi for each course complete, rigorous, current, and effective?

4. Completeness.

Does the standard format for the student syllabus used by LCC encourage complete information? Are the examples of textbooks, teaching methods, assignments and evaluation of sufficient substance and specificity?

5. Rigor.

Do the stated objectives of the course meet the standards expected by those who are accepting the course as fulfilling the purposes for which it is designed? Specifically, does the course meet the standards of critical thinking, writing, evaluation and grading at the college level? Do the objectives include some that call for course-specific critical thinking? Are these objectives carried through in the remainder of the student syllabus making clear how critical thinking will be taught, required, and evaluated?

6. Currency

Do the course content, textbooks, software, and other materials, including library assignments, represent current or emerging knowledge and practice for that subject or occupation?

7. Effectiveness.

Are the course objectives comprehensive enough that it is possible to trace the reason for each of the course specifications by reference to at least one course objective? Is each objective implemented in at least one course specification?

8. Feasibility

1 Can LCC commit the resources necessary to support the program and the level of
2 quality presupposed in the program design, for the purposed numbers of students, and
3 can it offer it with sufficient frequency to meet the program objectives and enrollment
4 projections?

5 **9. Compliance**

6
7 Does the program comply with any other laws applicable to it, including federal
8 regulations, licensing requirements, and the particular legal requirements explained?
9

10
11
12 ***Procedures***

13
14 Procedures employed both by the curriculum committee and in other phases of the local
15 curriculum development and approval process assure that standards will be applied with
16 consistency and rigor to different cases. Relevant indicators include:

17
18 a) Reviewers follow a process that is systematic and well publicized and that includes
19 both those with disciplinary expertise in the subject matter at issue and those outside
20 the discipline who are affected by the course.

21
22 b) Handbooks, checklists, and model outlines, or other aids, used in the review
23 process correctly address this Handbook's standards.

24
25 c) Faculty is accorded the scope of responsibilities mandated by law.
26

27 ***Knowledge***

28
29 The first condition is that faculty and staff charged with curriculum review should be
30 knowledgeable of state standards and requirements for curriculum review and
31 approval, and of the information in this Handbook and related materials on
32 curriculum design and instructional methods.
33
34
35
36

37 ***Employee Conduct and Progressive Discipline***

38
39 **Employee Conduct**

40
41 It is Luna Community College (LCC) Policy that certain rules and regulations regarding
42 employee behavior are necessary for efficient business operations and for the benefit and
43 safety of all employees. Conduct that interferes with operations, discredits the College, is
44 in violation of College policy, is unsatisfactory or is offensive will not be tolerated.
45 Employees are expected at all times to conduct themselves in a positive and professional
46 manner and to promote the best interests of the College.

1
2 Luna Community College (LCC) expects the highest standards of conduct from all
3 employees, and believes that with appropriate supervision, disciplinary actions against
4 employees should not be necessary. However, on rare occasions, disciplinary actions are
5 necessary for employees who repeatedly do not perform the duties of their positions with
6 excellence, or who engage in misconduct.

7
8 **Management Rights and Approval For Corrective Disciplinary Actions**

9
10 The President of the College retains the right in accordance with Federal and State Laws
11 and approval of the LCC Board of Trustees to exercise control and direction over the
12 Institute and its operations, as follows:

13
14 To direct employees of the Institute; to hire, promote, transfer, assign, and retain or
15 remove employees and to suspend, demote, dismiss, or take other disciplinary action
16 against employees; and to maintain the efficiency of the operations entrusted to the
17 administration.

18
19 To determine the methods, means and personnel by which the Institutions operations are
20 to be conducted.

21
22 To take whatever actions may be necessary to carry out the functions and mission of the
23 Institute and maintain uninterrupted service to its employees, students, and community
24 members in situations of emergency.

25
26 Supervisors may take corrective disciplinary action with an employee under his/her
27 authority when such disciplinary action *does not* have an immediate effect on the
28 employee's employment status, compensation or benefits, i.e., demotion, suspension, or
29 dismissal of employment as defined in this Policy.

30
31
32 **Prohibited Conduct**

33
34 It is the duty and the responsibility of every employee to be aware of and abide by
35 existing LCC rules and regulations. It is also the responsibility of the employee to
36 perform his/her duties to the best of his/her ability and to the standards as set forth in
37 his/her job description or as otherwise established, and to request additional instruction
38 when needed.

39
40 Employees engaging in any of the following behavior, which is *not an all-inclusive list*,
41 may be subject to disciplinary action as well as immediate demotion, suspension or
42 termination of employment:

- 43
44 • Consuming alcoholic beverages while on duty, except at approved LCC functions,
45 or the possession or consumption of illegal drugs while on duty.
46

- 1 • Reporting for work under the influence of alcohol or illegal drugs.
- 2
- 3 • Deliberate or careless conduct endangering the safety of self or other employees,
- 4 including the provoking of, or instigating of, a fight or assaulting another
- 5 individual during working hours or on LCC property.
- 6
- 7 • Engaging in acts of insubordination including, but not limited to, refusing to
- 8 follow management's instructions concerning a job-related matter.
- 9
- 10 • Excessive tardiness or absenteeism.
- 11
- 12 • Failing to report to work punctually at the assigned times, or failing to be at the
- 13 proper workstation ready for work as scheduled or leaving assigned work area.
- 14
- 15 • Failure to report for work without giving the employee's supervisor or appropriate
- 16 department Director advance notice of absence. Employees are required to contact
- 17 his/her supervisor 2-hours in advance of an unexpected absence such as an illness
- 18 unless the employee's supervisor and/or Director require additional advance
- 19 notice.
- 20
- 21 • Immoral or indecent conduct on LCC property.
- 22
- 23 • Inattentiveness to work, neglect of duties, leaving assigned work area, or
- 24 developing a personal project during working hours without authorization from
- 25 appropriate supervisor(s).
- 26
- 27 • Intentionally falsifying or altering any LCC record or report, such as an
- 28 application for employment, a medical report, a production record, a time record,
- 29 a financial record, an absentee report, or a shipping and receiving record.
- 30
- 31 • Intimidating, abusing, threatening, or coercive treatment of another individual
- 32 while on duty or on LCC property.
- 33
- 34 • Knowingly admitting an unauthorized person or persons into any locked or
- 35 restricted building or area of the campus.
- 36
- 37 • Playing malicious or dangerous pranks or practical jokes, or engaging in
- 38 horseplay.
- 39
- 40 • Posting unauthorized materials on walls or bulletin boards, defacing, or removing
- 41 authorized material from bulletin boards.
- 42
- 43 • Sexual harassment or discriminatory statements or actions.
- 44
- 45 • Sleeping while on duty.
- 46

- 1 • Smoking in prohibited areas.
- 2
- 3 • Theft, intentional destruction, or defacing of the LCC's, or another employee's or
- 4 student's property.
- 5
- 6 • Using profanity or abusive language.
- 7
- 8 • Vending, soliciting, or collecting contributions on LCC's time or premises
- 9 without prior appropriate authorization from the LCC President.
- 10
- 11 • Violation of a safety rule or practice.
- 12
- 13 • Violation of LCC policies and/or procedures.
- 14
- 15 • Wearing clothing inappropriate for the work being performed.
- 16

17 **Progressive Discipline Definition**

18
19 The purpose of this policy is to provide employees the opportunity to improve job
20 performance and comply with College and departmental policies and procedures.
21 Discipline in its literal sense is training that corrects, molds, or improves job-related
22 performance or behavior.

23
24 Discipline should be progressive in nature so that the College imposes the least severe
25 action necessary to correct undesirable behavior and moves to increasingly severe
26 measures only if the problem is not corrected.

27
28 With the exception of demotion, suspension or termination of employment, the primary
29 objective of discipline is to correct, not punish, the employee.

30
31 There are no set formulas or rules that will apply to all situations as to the proper
32 disciplinary step to take. Each disciplinary action will depend upon the nature and
33 severity of the offense and the related circumstances. In order for discipline to be
34 effective and correct employee behavior, it must have certain fundamental characteristics,
35 and the discipline must be progressive.

36
37 Working with Human Resources: Supervisors are required to work closely with the
38 Human Resources Director during any disciplinary action. The Human Resources
39 Director facilitates employees and supervisors in complying with standard practices, and
40 also ensures that LCC remains in compliance with LCC, State, and Federal mandates.
41 The Human Resources Director is available to meet with all employees and supervisors
42 who become involved in disciplinary situations.

43
44 Equitable Treatment: A supervisor is required to apply progressive discipline to each
45 employee in a similar manner. Each disciplinary problem is unique and requires that the

1 disciplinary process be flexible in order to select the most appropriate course of action. It
2 is important not to overlook the principle of equity or fairness.

3
4 This principle requires that employees in similar circumstances should be treated in a
5 similar manner. Equity does not mean the supervisor should always impose the identical
6 disciplinary action for the same offense. Disciplinary action does not have to be identical
7 to be fair.

8
9 At times it is necessary to treat employees differently to be fair. This may be based upon
10 differences in the length of employment, discipline history, level of responsibility, type of
11 position within the College, or other circumstances. All of these factors affect the level of
12 discipline.

13
14 Another component of equitable treatment is the principle of past practice. By definition,
15 past practice is a reasonably uniform response to a recurring situation over a substantial
16 period of time, which has been recognized, implicitly or explicitly, and in situations
17 where the contract language is ambiguous. It is significant to note that a past practice may
18 be established on a College-wide basis, confined to a division or department, or limited to
19 an operation or small group of employees.

20
21 **Timeliness of the Disciplinary Action:** There is no universally accepted rule on this point;
22 however, it is expected that the disciplinary action should be administered *as soon as*
23 *possible after the problem occurs or is discovered*. As a rule of thumb, it should not take
24 more than ten (10) working days to complete an investigation and administer the
25 appropriate disciplinary action after the incident or after the supervisor learns about the
26 incident. If more time is needed, the employee should be informed that an investigation is
27 still underway and provide a date by which a decision will be made.

31 **Progressive Discipline Process**

32
33
34 *Essential Elements of Each Step* - At each step in the disciplinary process, the supervisor
35 must insure that the following actions occur:

36
37 The supervisor initiating discipline is responsible for **documenting all actions** on the
38 counseling and discipline form attached to this policy. The Human Resources Director is
39 available to provide guidance prior to initiating a disciplinary action.

40
41 Conduct a thorough investigation and make certain that the facts show that the employee
42 violated an LCC policy and/or procedure **prior** to disciplining the employee. As facts are
43 gathered, witnesses (if applicable) are questioned and evidence reviewed, the
44 investigation must be well documented, including dates, times, names of the employees
45 questioned, and the information they provided.

1 Depending on the circumstances and the step in the disciplinary process, it is
2 recommended that a member of management be asked to witness the disciplinary action
3 being taken.

4 Provide opportunity for the employee to request a witness during the investigative and
5 disciplinary meeting(s) as well as in any follow- up meeting. Allow the employee
6 the opportunity to explain what happened. The action taken may vary, depending on the
7 employee's explanation.

8
9 Clearly identify the problem and attempt to insure the employee understands the violation
10 discussed. Regardless of the particular disciplinary measure being imposed as part of
11 progressive discipline, it is vital at each step that the supervisor effectively communicate
12 to the employee the nature of the problem, the consequences of the employee's actions,
13 expectations, and a warning that more serious discipline will follow if the problem isn't
14 corrected.

15
16 Clearly explain the expected behavior the employee. With the employee's input, a
17 decision is made about what the employee needs to do to correct the problem. The
18 solution to the problem should be described in specific terms and goals, and timelines
19 established.

20
21 A supervisor should follow-up at the time specified in writing to determine if the problem
22 has been corrected or if further disciplinary action is warranted.

23
24 At every step of the process, inform the employee that if they do not agree with the
25 disciplinary action they have the right to utilize the LCC "Problem Resolution and
26 Grievance Policy."

27
28 The President of the College is *the only individual* with the authority to approve a
29 recommendation to demote, suspend, or terminate an LCC Employee.

30
31 **Witness:** When the supervisor schedules a meeting to discuss a problem at any step in
32 this process, the supervisor shall inform the employee that he/she is allowed to have a
33 witness present. In the event the employee elects to have a witness present, the employee
34 may only select a current LCC employee who does not **act** in a management capacity. If
35 the employee elects not to have a witness present, the supervisor will note on the
36 appropriate disciplinary form that the employee declined to have a witness present.

37
38 **Role of the Witness:** The witness is present to verify what was said and may take notes
39 for the employee. The witness *does not serve in an advice-giving role*; the witness is not
40 allowed to represent the employee in any capacity other than to take notes and witness
41 the meeting for the employee.

42
43 **Step 1: Oral Warning/Counseling Session:** The supervisor will meet with the employee
44 (and witnesses if applicable) in a private location and make certain that the infraction
45 committed is made clear to the employee. It is imperative that supervisors describe the

1 problem in specific, unbiased terms and provide an exact timeframe for correcting the
2 problem.

3
4 The supervisor is required to ensure that the employee understands the nature of the
5 problem and how the problem affects the operation of LCC. The Supervisor shall inform
6 the employee that it is an Oral Warning/Counseling Session and that there will not be a
7 written record of the Oral Warning/Counseling Session placed in the employee's official
8 personnel file at this point in the process. Even though this is considered an Oral
9 Warning/Counseling Session, the custodian of record is required to maintain a written
10 record in the employee's personnel file, using attached counseling form.

11
12 At this step in the process, the consequences may be stated, as *"failure to correct the*
13 *performance problem will lead to further disciplinary action"*.

14
15 **Step 2: Written Warning:** If an employee does not correct the problem within the
16 specified timeframe or the problem progresses in nature, the supervisor may proceed to a
17 formal Written Warning.

18
19 The supervisor will meet with the employee (and witnesses if applicable) in a private
20 location and make certain that the infraction committed is made clear to the employee. It
21 is imperative that supervisors describe the problem in specific, unbiased terms and
22 provide an exact timeframe for correcting the problem. The Written Warning informs the
23 employee of the potential consequences if the problem is not resolved. The written
24 warning will accompany all necessary documentation, which defines for the employee
25 what he/she must do in the future.

26
27 The supervisor shall communicate what will happen if the problem is not corrected and
28 how the progressive discipline policy works. The supervisor shall communicate that
29 failure to correct the problem may result in more severe discipline, up to and including
30 suspension with or without pay, demotion or termination of employment.

31
32 The Supervisor shall inform the employee that it is a Written Warning and that there will
33 be a written record of the discipline placed in the employee's official personnel file.

34
35 **Step 3: Demotion or Suspension:** When an employee has not corrected the problem
36 within the specified timeframe at Step 2, demotion or suspension may be necessary.
37 **Prior** to a Demotion or Suspension being considered or imposed by the Supervisor,
38 Department Director, with the assistance of the Director of Human Resources, must
39 receive approval from the President of the College.

40
41 A demotion in position may result in a decrease in pay in accordance with the LCC
42 compensation structure.

43
44 A suspension may be with or without pay, and its duration may vary depending on the
45 circumstances. A suspension involves the temporary removal of the employee from the
46 work place for a specified period of time.

1 The employee may not accrue vacation and sick leave benefits during a non-working,
2 non-paid period of time. Again, the purpose of this disciplinary step is to correct the
3 identified problem. A suspension is the strongest warning to the employee that the
4 problem is, indeed, extremely serious, and it is the last opportunity the employee has to
5 correct the problem.

6
7 The length of the suspension is determined by the supervisor and, the Human Resources
8 Director, and approved by the President and generally ranges from one (1) to five (5)
9 working days. A suspension longer than five (5) working days may be imposed in certain
10 cases.

11
12 **Step 4: Termination of Employment:** If the employee has failed to correct the problem
13 in Step 1, Step 2 or Step 3, in this process, this is the time to consider termination of
14 employment. Dismissal of employment is the final step in the progressive disciplinary
15 process and obviously is not corrective.

16
17 In any situation serious enough to justify termination of employment, the President of the
18 College and Human Resources Director are to be contacted *prior* to taking any action.
19 The Supervisor, Human Resources Director, and President will review the documentation
20 to verify that there is just cause for dismissal of employment and that the employee has
21 been afforded due process. *Only the President of the College has the authority to*
22 *approve a dismissal of employment.*

23
24 **The Pre-Disciplinary Hearing:** In circumstances where LCC is contemplating
25 Suspension Without Pay, Demotion, or termination of an employee, the employee shall
26 be afforded a pre-disciplinary hearing.

27
28 Notice of the time, place and alleged charges shall be given to the employee at least 5
29 days prior to the pre-disciplinary hearing by certified return receipt mail or by courier that
30 requests signature upon delivery to the employee's home. (Sample Notice Attached)

31
32 At the pre-disciplinary hearing this meeting, the employee may elect to have a
33 representative in attendance to witness the explanations by LCC and the employee
34 regarding the reasons and circumstances of the contemplated demotion, suspension
35 without pay, or termination of employment.

36
37 A Hearing Officer appointed by the President of LCC shall conduct the hearing. At such
38 hearing, the employee shall have the right to be represented by counsel, to present
39 witnesses, evidence and otherwise defend against the proposed discipline. With approval
40 from the President, the Hearing Officer shall provide the employee with the final decision
41 of the disciplinary action taken during the scheduled hearing.

42
43 If the employee does not respond to the notice or attend the scheduled pre- disciplinary
44 hearing, LCC will consider the employee to have voluntarily resigned their position with
45 LCC.

1 **Post-Disciplinary Hearing:** If the employee is dissatisfied with the decision made by the
2 Hearing Officer at the pre-disciplinary hearing, the employee has the right to appeal the
3 decision to the, LCC Board of Trustees within ten (10) working days of receipt of the
4 Hearing Officers decision.

5
6 The LCC Board of Trustees shall hold a hearing within forty-five (45) working days of
7 receipt of the notice of appeal, which shall be delivered to the Office of the President of
8 LCC. At such hearing the employee has the right to be represented by counsel, to present
9 witnesses, evidence and otherwise defend against the decision appealed.

10
11 **Further Appeals:** If the employee is dissatisfied with LCC Board of Trustees decision,
12 the employee may appeal to the District Court as may be provided by law.

13 14 ***Student Records***

15
16 Student records kept by LCC Faculty shall be used solely for the promotion of students'
17 achievement and welfare, and maintained for the academic year. The registrar will
18 maintain all student records.

19
20 Release of information contained in student records or examination of student records
21 shall abide by the Family Educational Rights and Privacy Act of 1974 and the Inspection
22 of Public Records Act. The President shall appoint a person who shall serve to inform
23 personnel and maintain procedures for the purpose of release and examination of student
24 records, and this person shall see that these procedures include and abide by all
25 provisions and regulations provided by the law.

26
27 Any employee who deems it necessary to release information concerning students shall
28 consult with the person noted above and shall receive instructions and shall ensure that
29 the release of information is in complete accord with law.

30
31 Lesson Plans are not utilized at the post-secondary level; the syllabi is the contract
32 between the faculty and the student.

33 34 35 36 ***Right to Inspect Public Records***

37 Under the Inspection of Public Records Act. Chapter 14, Article 2. NMSA 1978,
38 every person has the right to inspect public records of Luna Community College
39 (LCC), except as provided in the act. The Act also makes compliance with requests to
40 inspect public records an integral part of the routine duties of the officers and
41 employees of LCC. The LCC Board of Trustees, officers and employees are
42 committed to full compliance with the Inspection of Public Records Act and hereby
43 implement this policy to comply therewith.

44

1 Under the Inspection of Public Records Act, every person has a right to inspect any
2 public records maintained by Luna Community College, except:

- 3
- 4 • letters of reference concerning employment, licensing or permits;
- 5
- 6 • letters or memorandums which are matters of opinion in personnel files or
7 students' cumulative files;
- 8
- 9 • attorney-client privileged information;
- 10
- 11 • public records containing the identity or identifying information relating to
12 an applicant or nominee for the position of a public institution of higher
13 education;
- 14
- 15 • records pertaining to physical or mental examinations and medical
16 treatment of persons confined to any institution; and
- 17
- 18 • as otherwise provided by law.
- 19

20 As provided in Section 14-2-8(B) of the Inspection of Public Records Act, NMSA 1978,
21 nothing in the Act shall be construed to require Luna Community College to create a
22 public record that it does not otherwise maintain.

23

24

25 A person desiring to inspect public records may submit a request to the records custodian
26 orally or in writing. However, the procedures and penalties prescribed by the Act apply
27 only to written requests. A written request must contain the name, address, and telephone
28 number of the person making the request. The request must describe the records sought in
29 sufficient detail to enable the custodian of records to identify and locate the requested
30 records. The Custodian of Records for LCC has been designated as the Director of
31 Human Resources.

32

33 Written requests to inspect public records should be submitted to the attention of the
34 Director of Human Resources, located in the Administration Building of Luna
35 Community College, 366 Luna Drive, Las Vegas, New Mexico, 87701, Phone Number
36 (505) 454-2500.

37

38 The custodian of records must permit inspection immediately or as soon as practicable,
39 but no later than fifteen (15) calendar days after the records custodian receives the
40 inspection request. If inspection is not permitted within three (3) business days, the
41 person making the request will receive a written response explaining when the records
42 will be available for inspection or when the public body will respond to the request.

43

44 If any of the records sought are not available for public inspection, the person making the
45 request is entitled to a written response from the records custodian explaining the reasons

1 inspection has been denied. The written denial shall be delivered or mailed within fifteen
2 (15) calendar days after the custodian of records received the request for inspection.

3
4 If a person requesting inspection would like a copy of a public record, a reasonable fee
5 may be charged. The fee for documents, which are eight and one-half by eleven inches or
6 smaller, is \$.50 per page. The fee for larger documents is \$1.00 per page. The custodian
7 of records may request that applicable fees for copying public records be paid in advance,
8 before the copies are made. A receipt indicating that the fees have been paid for making
9 copies of public records will be provided upon request to the person requesting the
10 copies.

11 ***Part IX: Termination Policies***

12 ***Termination of Employment***

13
14 Each termination must be categorized as falling within one of the following six (6)
15 official types of terminations.
16
17

18 **Deceased**

19 Final compensation will be provided to the beneficiary named in the NMPSIA.
20
21

22 **Termination**

23 Terminated after corrective discipline has failed or the seriousness of conduct or situation
24 so warrants.
25
26

27 **Layoff**

28 Terminated because of reduction in force due to lack of funds, work, or other compelling
29 reasons.
30
31

32 **Release**

33 Termination at the end of temporary employment.
34
35

36 **Relieved**

37 Terminated during the twelve-(12) month probationary period. Probationary employees
38 may be terminated at any time prior to completion of the probationary period, without
39 cause or recourse.
40
41

42 **Resignation**

1 In the event an employee decides to resign, a written resignation must be submitted to
2 the employer as soon as possible and no less than two (2) weeks prior to the effective
3 date of proposed separation.

4 Is absent for two (2) consecutive workdays without permission except when an
5 emergency situation precludes giving notice. Workdays are considered consecutive, even
6 when broken by normal non-working days such as holidays or weekends.

7
8 Fails to return to work within the prescribed time limits following a leave for Extended
9 Illness, Injury, or Personal Reasons.

10 11 **Notice of Termination**

12
13 All layoff and/or termination cases should have prior consultation with the Human
14 Resources Office. All I.D. Badges, keys, equipment, and other LCC documents or
15 property must be turned in as per the separation form.

16 17 **Separation**

18
19 A contract may be terminated by Board for just cause, including but not limited to,
20 unsatisfactory work performance, incompetence, insubordination, physical or mental
21 inability to perform required duties, or as a result of decreased enrollment, reduction in
22 revenues, or a decrease or revision of educational programs, or for any other good and
23 just cause.

24 Such termination may be affected only in accordance with the laws of the State of New
25 Mexico and the rules and regulations for the Board as contained in the LCC_Board Policy
26 Manual. Said document is subject to change without notice. The faculty member is
27 entitled to procedural due process under law. The faculty member may terminate the
28 contract by providing a 30-calendar-day notice to the Board. Otherwise, the faculty
29 member will be in breach of contract and liable to LCC for damages. All I.D. badges,
30 keys, laptops, cell phones, or any materials handed out that belong to LCC shall be turned
31 into the Director or the Human Resource Office.

32 33 34 **Problem Resolution And Grievance Process Purpose**

35
36 Luna Community College, is committed to providing the best possible working
37 conditions for its employees and encouraging an open and frank atmosphere in which
38 any problem, complaint, suggestion, or question receives a timely response from
39 supervisors and management.

40
41 The College is committed to providing equal employment opportunity for all persons,
42 regardless of race, color, religion, gender, age, marital status, national origin, citizenship
43 status, disability, or veteran status. Equal opportunity extends to all aspects of the
44 employment relationship, including hiring, transfers, promotions, training, terminations,
45 working conditions, compensation, benefits, and other terms and conditions of
46 employment.

1
2 The College complies with federal and state equal employment opportunity laws and
3 strives to keep the workplace free from all forms of discrimination, including sexual
4 harassment. LCC considers harassment in all forms to be a serious offense which will not
5 be tolerated.

6
7 The College strives to ensure fair and honest treatment of all employees. Supervisors,
8 managers, and employees are expected to treat each other with mutual respect.

9
10 LCC recognizes that in any employee group, personnel problems will occasionally arise.
11 It is usually in the best interest of both the College and the employee to resolve such
12 problems as soon as possible at the lowest possible administrative level.

13
14 In order that employees may be assured fairness in the consideration of such problem(s),
15 a process of appeal and review, without prejudice, to higher levels of authority has been
16 established. Employee problems or concerns regarding rules or regulations, working
17 conditions, personnel practices, and the application of personnel policies should be
18 addressed in the process established in this policy.

19
20 If an employee disagrees with a work-related matter, problem or condition alleging that
21 there has been a violation of policies and practices or applicable state or federal law, rule
22 or regulation, the employee can express their concern through the problem resolution
23 procedure.

24
25 Not every problem may be resolved to everyone's satisfaction, but only through
26 understanding and discussion of mutual problems can employees and management
27 develop confidence in each other. This confidence is important to the operation of an
28 efficient and harmonious work environment and helps to ensure everyone's job security.

29
30 **Grounds for a Grievance**

31
32 Prejudicial or capricious decisions in the evaluation of an employee's performance
33 resulting in a below standard or below average overall evaluation.

34
35 Acts of threat or intimidation or harassment. Sexual harassment complaints should also
36 refer to the LCC's Sexual Harassment Policy.

37
38 Arbitrary or other actions which have an adverse impact on the employee. Adverse
39 impact exists when a personnel procedure has a disproportionately negative impact on a
40 legally protected group, such as ethnic minorities, women, and employees age 40 and
41 over.

42
43 Violation of employee rights such as discrimination on the basis of national origin, race,
44 religion, age, gender, and disability.

45

1 Any action by LCC where the employee believes that such action was unjust, inequitable
2 or affected a term or condition of the employee's is employment.

5 **Grievance Procedures**

7 When an employee believes that a condition of employment or a decision affecting the
8 employee is unjust or inequitable, the employee is encouraged to make use of the
9 following procedures. *The employee may voluntarily discontinue the grievance process*
10 *at any step. This should be done in writing and submitted to the appropriate LCC*
11 *management personnel.*

13 Timely raising of a grievance is important to the early resolution of problems. Failure to
14 submit the grievance within specified time frames disqualifies the grievant's claim.

16 The written grievance must include the following information:

- 18 • Name, Position Title, Department of Grievant
- 19 • Name, Position Title of Grievant's Supervisor
- 20 • Date Grievance was filed, description of the specific problem or dispute. List
21 specific grounds for grievance, and the policy which the grievant believes has
22 been violated
- 23 • Describe the direct and adverse effect that the specific problem or dispute has had
24 on the grievant
- 25 • The grievant is required to propose a resolution and/or corrective action of the
26 situation and state the reason why the desired resolution is appropriate.

28 **Grievance Steps**

30 **Step 1:**The employee presents the problem to their immediate supervisor within 5
31 working days after the incident occurs. The employee should attempt to resolve the
32 problem *informally by discussing* it with the employee's immediate supervisor. In
33 situations where the employee's supervisor is not available, or the employee believes the
34 situation cannot wait until their supervisor is available, or the problem would be
35 inappropriate to discuss with their immediate supervisor, the employee may discuss the
36 problem with the Human Resources Director or another member of LCC's Management
37 personnel.

39 It is anticipated that a satisfactory resolution can usually be achieved by discussing the
40 situation with their immediate supervisor at this level.

42 If the matter is not resolved to the employee's satisfaction informally, the grievance must
43 be submitted in writing to the immediate supervisor within five (5) working days of the
44 date when the employee was not satisfied with the outcome of the informal discussion.

1 The supervisor is required to respond in writing to the employee within five (5) working
2 days with a copy of all documents to the Human Resources Director.
3

4 **Step 2:**If the matter is not resolved to the employee's satisfaction at Step 1, the employee
5 may submit their grievance to the second level of review.
6

7 The second level of review will be by the employee's Department Director. The
8 employee is responsible for submitting the grievance in writing within five (5) working
9 days of the written response at Step 1.

10
11 The Director will respond in writing to the employee with a copy to the Director of
12 Human Resources, within five (5) working days from the date of receiving the employees
13 written grievance.
14

15 **Step 3:**If the problem is not resolved to the employee's satisfaction at Step 2 of the
16 process, the employee may take the matter to a third level of review.
17

18 The third level of review will be the Human Resources Director. The employee will
19 submit his/her grievance in writing to the Human Resources Director within five (5)
20 working days of the written response at Step 2.
21

22 At Step 3 of the appeal to the Human Resources Director, the employee may request that
23 the Human Resources Director review the matter informally, or that the Human
24 Resources Director establish an ad hoc Employee Advisory Committee, to review the
25 matter and make a recommendation to the Human Resources Director.
26

27 Dependent on the circumstances, The Human Resources Director may also opt for review
28 by the Employee Advisory Committee, whether or not the employee requests it.
29

30 The Advisory Committee will consist of *no more* than two unbiased employees, which
31 shall be selected impartially by the Human Resources Director.
32

33 The Human Resources Director will respond in writing to the employee with a copy to
34 the President within five (5) working days of receiving the grievance.
35

36 **Step 4:**If the problem is not resolved to the employee's satisfaction at Step 3, the
37 employee may appeal the Human Resources Director's response to the fourth level of
38 review. The fourth level of review will be by the President of the College. The
39 employee must submit all documentation from Steps 1, 2 and 3 with a written request to
40 review the grievance by the President of the College within five (5) working days of the
41 response from the Human Resources Director.
42

43 The President will notify the employee in writing of the disposition of the matter within
44 five (5) working days of the employee's request for review of the grievance.
45

- 46 • The President's decision may include, but is not be limited to, the following:
- 47 • Dismissal of the grievance;

- Reduction on any recommended sanctions;
- Upholding the Human Resource Director’s decision;
- Other action as deemed appropriate by the President.

If the employee is not satisfied with the President’s decision, the employee may request that the President present the Grievance to the LCC Board of Trustees for review. The request must be made by the employee in writing within five (5) working days of the response from the President.

Grievances will *only* be presented to the LCC Board of Trustees when an employee can demonstrate his/her grievance has adversely impacted their employment. Adverse impact exists when a personnel procedure has a substantial disproportionately negative impact on a legally protected group, such as ethnic minorities, women, and employees age 40 and over

- The LCC Board of Trustees has the option of permitting the parties involved in the grievance to present their issues;
- To uphold the President’s decision;
- When a Grievance is presented to the College Board of Trustees, all parties involved in the grievance will be notified of the Board of Trustees’ final decision in writing within five (5) working days of the Board’s final decision, which shall be made not later than 60 days after hearing the same.

Additional Provisions Relating to a Grievance

Upon Failure of the employee to exhaust all internal remedies under this procedure or to abide by the time limits with respect to each step, the grievance shall be presumed abandoned and the matter shall be considered settled.

In the event the appropriate College representative fails to give a response at any step within the time limits prescribed, the grievant shall have the right to proceed immediately to the next step.

The President has discretionary authority to extend the time limits in the event of illness, annual leave, or other extenuating circumstances.

No employee will be penalized, formally or informally, for voicing a complaint with the College in a reasonable, business-like manner, or for using the problem resolution procedure.

1 Failure or refusal to cooperate with or interfere with a campus investigation, including
2 retaliation or reprisals against participants in an investigation, may be grounds for
3 disciplinary action up to and including dismissal of employment.
4
5

6 **Sexual Harassment**

7 8 **PHILOSOPHY**

9
10 Luna Community College is an academic community which seeks to foster the fullest
11 development of peoples' abilities and aspirations. The mission of Luna Community
12 College can be realized only in an atmosphere of civility, mutual trust, and respect.
13 Actions which diminish such an atmosphere shall not be condoned nor tolerated.
14

15 **PURPOSE**

16
17 The purpose of this policy is to inform all Luna Community College students and
18 employees that sexual harassment is **illegal** and that the College will not tolerate sexual
19 harassment of its students or employees, nor will the College tolerate unprofessional
20 conduct which leads to sexual harassment. The College intends, first, to deter sexual
21 harassment through the posting of the policy on the LCC website, and publishing the
22 policy. Secondly, by implementing corrective action for those individuals who disregard
23 this policy. Employees are cautioned that retaliatory actions directed towards persons
24 initiating complaints is unacceptable conduct. The College will provide appropriate
25 educational materials and programs related to understanding and implementing this
26 policy for students and employees.
27

28 **DEFINITIONS**

29
30 ***Sexual Harassment*** Sexual harassment may be used to describe a wide range of
31 behavior between students, between employees, or between students and employees.
32 These behaviors are described in the Equal Employment Opportunity Commission
33 guidelines below. For students, the references to "employment" or "work" in the EEOC
34 guidelines include the entire range of academic and non-academic functions of the
35 college community.
36

37 The EEOC defines sexual harassment as: Unwelcome sexual advances, requests for
38 sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual
39 harassment when (1) Submission to such conduct is made either explicitly or implicitly as
40 a term or condition of an individual's employment, (2) submission to or rejection of such
41 conduct by an individual is used as the basis for employment decisions affecting such
42 individual, or (3) such conduct has the purpose or effect of unreasonably interfering with
43 an individual's work performance or creating an intimidating, hostile, or offensive
44 working environment.
45

1 In determining what conduct constitutes sexual harassment, the question shall be
2 determined from the perspective of a reasonable person of the gender and position of the
3 person filing the complaint.

4
5 Consistent with principles of academic freedom, course content and teaching methods
6 remain the province of individual faculty members. At the same time, faculty members
7 shall refrain from classroom/clinical and other behavior that unnecessarily focuses
8 attention on sex characteristics.

9
10 ***Related Unprofessional Conduct:*** Relationships between a student and an individual
11 with professional responsibility for that student deserve particular attention. A College
12 employee with professional responsibility for a student has real or potential power and
13 authority over that student in a variety of roles including but not limited to, instructor,
14 academic advisor, student organization advisor, work study supervisor, counselor,
15 committee member, etc. To ensure that employees shall not abuse that power, no
16 employee shall have engaged in, shall engage in, or shall solicit an amorous or sexual
17 relationship (consensual or otherwise) with a student

- 18
19 1) who is enrolled in a class being taught by the employee;
20 2) whose academic work is being supervised by the employee or;
21 3) who is a member of a college group which is supervised or advised by the
22 employee.

23
24 Amorous and/or sexual relationships between a student and an individual with
25 professional responsibility for that student are presumed to be exploitive and constitute
26 unprofessional conduct. The consensual nature of such a relationship does not
27 necessarily constitute a defense to a charge of sexual harassment or related
28 unprofessional conduct.

29
30 **Facts about Sexual Harassment:** Sexual harassment is a form of sex discrimination
31 that violates Title VII of the Civil Rights Act 1964.

32
33 Sexual harassment can occur in a variety of circumstances, including but not limited to
34 the following:

- 35
36 The victim as well as the harasser may be a woman or a man. The victim does
37 not have to be of the opposite sex.
38 The harasser can be the victim's supervisor, an agent of the employer, a
39 supervisor in another area, a co-worker, or a non-employee.
40 The victim does not have to be the person harassed but could be anyone affected
41 by the offensive conduct.
42 Unlawful sexual harassment may occur without economic injury to or discharge
43 of the victim.
44 The harasser's conduct must be unwelcome.
45

1 It is helpful for the victim to directly inform the harasser that the conduct is unwelcome
2 and must stop. The victim should use the LCC complaint process or grievance system
3 available.

4
5 When investigating allegations of sexual harassment, LCC will look at the whole record:
6 the circumstances, such as the nature of the sexual advances, and the context in which the
7 alleged incidents occurred. A determination of the allegations is made from the facts on a
8 case-by-case basis.

9
10 Prevention will be the first avenue to eliminate sexual harassment in the workplace. LCC
11 will take steps necessary to prevent sexual harassment from occurring. Employees will
12 be trained and informed that sexual harassment will not be tolerated. They can do so by
13 establishing an effective complaint or grievance process and taking immediate and
14 appropriate action when an employee complains.

15
16 ***RESOLUTION***

17
18 Any employee who is made aware of a complaint shall notify immediately the Human
19 Resources Director who will notify the president. In the cases of formal complaint, there
20 will then be an investigation conducted with sensitivity to all involved and with as much
21 confidentiality as possible.

22
23 ***CONFIDENTIALITY***

24
25 The confidentiality of all parties involved in a sexual harassment charge shall be strictly
26 respected insofar as it does not interfere with the LCC's legal obligations to investigate
27 allegations of misconduct and to take corrective action.

28
29 ***SEXUAL HARASSMENT COMPLAINT PROCEDURE***

30
31 Informal Procedures: Any job applicant or employee of LCC may bring questions about
32 procedure, seek informal advice, or present a complaint to the Human Resources Office.

33
34 The party submitting a complaint must originate and sign a written complaint alleging a
35 breach of the above policies. This complaint must be completed within fifteen (15)
36 working days of the occurrence of objectionable behavior. Unless the party submitting
37 the complaint files a written complaint within fifteen (15) days alleging a breach of the
38 above policies, LCC shall not be required to take further action on behalf of the party
39 submitting a complaint of alleged misconduct.

40
41 Once a written complaint has been submitted, the Human Resources Department will:

- 42
43 1) Act as a mediator;
44 2) Act as a facilitator and consult confidentially with the person who the
45 complaint has been directed toward, in order to call the objectionable behavior
46 to that person's attention;

1 3) Conduct an informal sexual harassment investigation.
2

3 Employees charged with supervision authority who receive a verbal or written complaint
4 of sexual harassment or who have actual knowledge of a violation of this policy will
5 within five (5) working days of obtaining this knowledge report to the Human Resources
6 Department. Except in an emergency, investigation of a complaint shall be made only
7 after consultation with the Human Resources Department.
8

9 **Formal Procedures:** The complainant will meet with a Human Resources Department
10 contact person who will receive the complaint.
11

12 The complainant must provide a signed and dated statement including a description of the
13 alleged offensive behavior and the requested action. The contact person will encourage
14 the complainant to provide a Sexual Harassment Complaint Form. The complainant will
15 be advised that the alleged offender will receive a copy of the complaint. A formal letter
16 will be provided to the alleged offender stating that a formal investigation has begun and
17 directing him/her to not engage in any retaliatory behavior against the complainant. The
18 letter shall be hand delivered or sent certified to the alleged offender's mailing address
19 marked "Confidential." Copies of the letter and complaint will be sent to the
20 complainant, the President, and Supervisor as appropriate.
21

22 **INVESTIGATION UNDER FORMAL COMPLAINT PROCESS** 23

24 The President, in consultation with the Academic Dean, will appoint an investigator, or
25 investigators. Generally the Human Resources Department will conduct the investigation,
26 to include one male and one female.
27

28 The investigation will be conducted as promptly as possible, without compromising
29 thoroughness. The investigator(s) will meet separately with the complainant and the
30 alleged offender. The investigator (s) will request information about the alleged
31 incident(s) and will seek information from individuals who might know about the
32 incident (s) or other information helpful to the investigation.
33

34 If in the course of the investigation other allegations surface against the individual being
35 investigated, which may themselves constitute sexual harassment or related
36 unprofessional conduct, the investigator(s) shall notify the alleged offender of these
37 allegations, in writing, and the individual will be given an opportunity to respond to these
38 allegations before the investigator (s) submit their report and statement of findings. The
39 investigators shall take notes on meetings they have with directors and witnesses. If
40 directors and/or witnesses elect to have counsel present at the meetings, LCC reserves the
41 right to also have counsel present.
42

43 At the conclusion of the investigation, the investigator (s) will send a copy of their
44 findings and investigative reports to the LCC counsel before submitting the final report to
45 the President. If the President determines that the final report is thorough and complete,
46 he/she will disband the investigation and forward the report to the Human Resources

1 Department. After the report and findings are accepted, the HR Director will send a copy
2 of the report and findings to the complainant, the alleged offender, and such other persons
3 as the Director seems appropriate under the facts and circumstances, including law
4 enforcement officials.

5
6 If the President finds the report to be incomplete or does not concur with the findings,
7 he/she may send the report back for further investigation.

8
9 If there are no findings of sexual harassment or related unprofessional conduct, the
10 President will send letters to the alleged offender and the complainant informing them of
11 the results of the investigation. No materials pertaining to the complaint will be placed
12 in the personnel file or student file in such an instance. The Human Resources Director
13 will retain the only record of the formal complaint in a locked designated file.

14
15 If there is a finding of sexual harassment or related unprofessional conduct, the report
16 will forwarded to the President, who will send the report to the LCC Attorney, Academic
17 Dean and HR Director and the Offender. The President, Academic Dean, and HR
18 Director with consultation with the LCC Attorney will discuss the appropriate
19 disciplinary action. The HR Director will send the offender a notice outlining the
20 proposed discipline being considered. If the offender is a student, the Academic Dean
21 and the ACCESS Director will initiate appropriate disciplinary procedures.

22
23 The complainant will be informed in writing of the conclusions of the case, and
24 documentation of the case and a record of the disciplinary action taken will be placed in
25 the offender's file.

26
27 There will be instances when an individual may choose not to make either a formal or
28 informal complaint, but LCC may choose to follow-up on a concern with either an
29 informal or formal process or a formal complaint.

30 31 32 ***EDUCATION***

33
34 In developing an atmosphere of mutual trust and respect, LCC will provide educational
35 programs that will work toward the elimination of offensive behavior. In these programs,
36 LCC will:

- 37
- 38 □ Make available to all employees and students copies of this policy and the
39 procedures for implementation of the policy;
- 40 □ Periodically distribute materials that define harassment and explain the rights and
41 responsibilities of individuals under the policy;
- 42 □ Provide students , faculty, and staff with information and learning experiences to
43 heighten awareness of the issues and of the College's expectations;
- 44

1 LCC will continue to support, monitor, and revise the educational programs as it works
2 toward the goals of eliminating sexual harassment and related unprofessional conduct and
3 enhancing mutual trust and respect.

4
5
6
7
8 ***RIGHTS AND PENALTIES***

9
10 Any person who violates this policy shall be subject to prompt and firm disciplinary
11 action as determined by LCC. Such discipline may range from reprimand to termination.

12
13 Any student or employee may also seek other relief to which he/she is entitled by law.

14
15 Employees may be held personally liable for participation in or condoning sexual
16 harassment.

17
18 Any employee of LCC may not refuse to cooperate in the investigation of a sexual
19 harassment complaint, but the employee may assert whatever testimonial or evidentiary
20 privileges that are available to him/her by law.

21
22 If the circumstances of the complaint warrant, LCC may take necessary action to alleviate
23 the situation while the complaint is being resolved as outlined in this policy.

24
25 No employee or student who files a complaint in good faith shall suffer retaliation for
26 filing the complaint. The College shall take necessary action to assure that there is no
27 retaliation against persons who file complaints in good faith.

28
29 ***BAD FAITH OR FRIVOLOUS COMPLAINTS***

30
31 The policy shall not be used to bring frivolous or malicious complaints. Disciplinary
32 action shall be taken against any person bringing a sexual harassment complaint in bad
33 faith.

34
35 ***Part XI: Benefits***

36
37 ***Sick Leave***

38
39 As per New Mexico Statute: Public funds shall not be expended for the purpose of
40 paying compensation to any faculty member or employee of a state higher educational
41 institution for any period of absence from his assigned duties with such state higher
42 educational institution unless the period of absence:

- 43
44 A. is a holiday or vacation period established in the published calendar of the
45 institution;

- 1 B. comes within the official sick leave or annual leave policies promulgated by
- 2 the regents of the institution;or
- 3 C. is approved by a designated administrative authority according to procedures
- 4 established for this purpose by the regents.

5
6 **Sick Leave:**

7
8 The College recognizes that employees may become ill or injured and that time
9 off with pay must be provided to protect employees during those periods. Paid sick leave
10 is not granted as annual leave, but used when an employee is unable to work because of
11 illness, injury, or medical, dental, or optical treatment. Sick leave may also be granted to
12 employees due to illness, injury, or medical, dental, or optical treatment of an employee’s
13 immediate family member. Immediate family shall mean the spouse, child, grandchild,
14 father, mother, sister, brother, grandparents, and any individual acting as a parent or
15 guardian of an employee. Leave because of illness, injury, or medical, dental, or optical
16 treatment for like relations of the employee’s spouse must be submitted as annual leave.
17 Sick leave may not be used in the place of annual leave or for non-health related
18 situations.

19
20 **Eligibility**

21
22 Full- and part-time Professional and Support Staff who work twenty (20) hours or more
23 per week are eligible to receive paid sick leave. Occasional employees are not eligible
24 for sick leave.

25
26
27
28
29 **Sick Leave Accruals**

30
31 Eligible employees earn sick leave each pay period during time actually worked and
32 during paid sick leave or annual leave time, holidays, and paid leave of absence. Sick
33 leave is not earned during an unpaid leave of absence, including when an employee is on
34 approved Family and Medical Leave. (See Family Medical Leave Act Policy) New
35 employees’ sick leave accruals start at date of hire. Leave taken, which exceeds accruals,
36 will be charged to annual leave or Leave Without Pay (LWOP).

37
38 Employees accrue sick leave as indicated in the chart below:

Full-Time (40 hours per week)	
<i>Hours Per Month</i>	<i>Hours Per Pay Period</i>
<u>12 hours</u>	<u>6 hours</u>
Part-Time (Less Than 40 hours per week)	
<i>Hours Per Month</i>	<i>Hours Per Pay Period</i>
<u>6 hours</u>	<u>3 hours</u>

40

1 **Maximum Sick Leave Accruals**

2 Employees on full-time status may accumulate up to a maximum of 720 hours (60 days).

3

4 An employee's unused leave balance may not exceed the following maximum limits.

5

<u>Type of Employee</u>	<u>Maximum Accrual Hours</u>
<u>Full-Time</u>	<u>720 hours</u>

6 Sick leave exceeding these limits is not recorded and is not available for use by the
7 employee. If an employee's FTE decreases and the employee has accrued leave hours
8 above the maximum allowed for his or her new employment status, the employee's leave
9 balance will be adjusted accordingly.

10 **Reporting Absences Due To Illness**

11 Any illness or injury necessitating an absence must be reported to the supervisor as early
12 in the workday as possible. If an employee fails to inform his/her supervisor in a timely
13 manner, disciplinary action may result. If an employee misses three days in a row
14 without calling his/her supervisor, this will be considered a voluntary resignation from
15 his/her position. An employee who reports his/her absence and utilizes three days of sick
16 leave in succession must provide to their supervisor documentation by the attending
17 physician. The physician's statement must certify that the employee was under the
18 doctor's care during the period of absence and was unable to work. This documentation
19 must be forwarded to the Human Resources Department for record keeping purposes.
20 For leave extending beyond three days in succession, refer to the Family and Medical
21 Leave Policy.

22 **Medical Certification Or Fitness For Work Examination**

23 The College wants to avoid the risk of aggravation or re-injury when an employee is
24 experiencing problems in performing his/her duties due to an illness or injury; therefore,
25 the employee may be requested to have his/her physician complete an *Employee Fitness*
26 *Assessment Form* prior to his/her return. This will enable the College to assess and make
27 any reasonable accommodations that may be required.

28 **Sick Leave Upon Separation Of Employment**

29 Upon separation, employees are not compensated for un-used sick leave.

30 **Reporting Absences Of Sick Leave**

31 It is the duty and responsibility of every employee to document and present to the
32 immediate supervisor any and all time used as sick leave. Notification to the immediate
33 supervisor shall be at least on hour prior to the working day. The immediate supervisor
34 shall be held accountable for all leave used by employees reporting to them. The College

1 will take corrective disciplinary action with an employee and/or supervisor if leave is
2 utilized and not documented.

3 Leave requests, with appropriate signatures, are to be submitted to the Human Resources
4 Department within the pay period in which leave is taken. The Human Resources
5 Department keeps official leave records for the College. Each department should also
6 maintain internal records of each employee's leave; however, reports are available, if
7 requested by the department supervisor, from the Human Resources Department.

8 Employees who think there is a discrepancy in the calculation of their leave or eligibility
9 may request a review of that calculation by the Human Resources Department.

10 ***Transfer Provisions***

11 Employees may retain unused sick leave on transferring from one department to another.

12 ***Rehire Provisions***

13 All former employees who are rehired will be considered new hires for purposes of
14 computing accrued rate of sick leave.

15 ***Leave with Pay***

16 **Eligibility**

17 Regular employees, full time and part time, are eligible for leave with pay. Temporary
18 and part-time employees are not eligible for leave with pay. Temporary employees may
19 be granted leave without pay.

20 **Practices**

21 Normally, the employee arranges in advance with his/her supervisor to be absent. If this
22 is not possible, the employee notifies his/her supervisor of the reason for the absence as
23 early in the working day as possible. An employee must receive his/ her supervisor's
24 permission before leaving the work place during working hours, unless unusual
25 circumstances preclude requesting such permission.

26 ***Types of Other Leave with Pay***

27 **Closed Campus**

28 Leave with pay will be authorized when the College is declared closed by the President,
29 i.e., cases of inclement weather, national emergency, etc.

30 **Voting**

1 An employee who is a registered voter will be granted a reasonable period of time off
2 from work to vote in a government election, as provided for herein.

3 On election day any employee may absent himself from employment for two hours for
4 the purpose of voting between the time of opening and the time of closing the polls. The
5 employee shall not be liable to any penalty for such absence; however, the College may
6 specify the hours during this period in which the employee may be absent from work in
7 order to vote.

8 The above does not apply to any employee whose work day begins more than two hours
9 subsequent of the time of opening the polls, or ends more than three hours prior to the
10 time of closing the polls.

11 **Jury Duty and Enforced Court Attendance**

12 An employee summoned for jury duty, or for duty as a witness (other than as plaintiff or
13 defendant) is granted leave with pay for the time spent on these types of duty if the
14 employee presents documents of evidence of the summons to his/her supervisor and
15 remits the monies received or a statement of waiver of payment from the court to LCC
16 Human Resources Office. If the employee fails to remit such fees or cause the same to be
17 remitted to the College, such sum will be deducted from the employee's regular pay.

18 **Maternity Leave**

19 Maternity Leave shall be the same as other personal or disability leave; however,
20 physician's verification shall be required. Maternity leave shall be deducted from the
21 accumulated sick leave and annual leave, and, if that is exhausted, leave without pay may
22 be granted. However, in such circumstances, the Family Medical Leave Act of 1993 will
23 govern. The employee may work, prior to taking the leave, as long as her physician
24 allows. Maternity leave shall end 60 days after childbirth.

25 **Emergency Leave**

26 Emergency Leave shall not exceed accumulated sick leave. All leaves under emergency
27 shall be charged accumulated sick leave. The following shall constitute basis for the grant
28 of emergency leave:

29 Birth of a child to the employee's spouse;

30 Death of a relative within the immediate degree of consanguinity or in the affinity such as
31 an employee's spouse, child, mother, sister, father, grandchildren. Grandparents are
32 exceptions to this policy that may be exercised by the Office of the President or designee.

33 **Reinstatement**

1 “Termination of Sick Leave Use,” An employee on leave with pay is expected to return
2 to the former position which will be held for him/her. A temporary employee may be
3 hired to replace an employee during leave with pay.

4

5

6

7 ***Leave Without Pay(LWOP)***

8 **General Policy**

9 The College may grant leaves without pay (LWOP) to employees in cases of illness,
10 injury, personal reasons, professional reasons, professional leave, illness in family, and
11 for other bona fide reasons.

12 Group insurance may be continued while the employee is on leave without pay, provided
13 the full payment for the insurance is made in advance with no contributions being paid by
14 LCC during the period except as provided by FMLA, and provided that continuance of
15 the insurance while on leave is allowed by the insurance company.

16 The regulations of the New Mexico Educational Retirement Board prohibit the payment
17 of retirement contributions if the employee does not receive a salary, and payments must
18 be discontinued during the period of LWOP.

19 **Professional Leave**

20 Leave for participation in professional activities may be granted at the discretion of the
21 President. Professional Leave shall be consistent with the Professional Development plan.
22 All employees of the College shall be encouraged to apply for Professional Development
23 Grants and shall be subject to Professional in case an Individual Professional
24 Development Plan is approved. The goal of professional leave is to allow employees to
25 improve their skills and credentials in the subject area in which they are employed.
26 Therefore, it is required that the area of professional leave can be an area of study that
27 would ultimately have a beneficial impact on the employee’s performance upon his/her
28 return to work at LCC.

29 **Eligibility**

30 Regular employees, full-time and part-time are eligible.

31 **Procedures for Obtaining LWOP**

1 Employee must request LWOP in writing from his/her supervisor. Requests for leave
2 must be made two (2) weeks in advance, except where such notice is impossible or
3 impractical. For employees on LWOP for more than (5) working days, a Personnel
4 Action Notice (PAN) must be processed placing the employee on leave for the authorized
5 period of time, and should indicate the reason for the leave.

6 PAN's are not required in those cases where LWOP is granted or imposed for short
7 periods of time (less than (5) working days), but the employee's time report to the
8 Human Resources Department must clearly indicate LWOP for the days involved.

9 In those instances where LWOP is not recommended due to an unexcused absence or
10 suspension, the absence must also be documented (in addition to the time report) by
11 memo to the employee with a copy to the Human Resources Department for record
12 purposes.

13 **Reinstatement**

14 A LWOP is not recommended or granted except with expectation of reinstatement, but
15 reinstatement is not guaranteed. Operating conditions or needs may make reinstatement
16 impractical at the time reinstatement is requested. Where practical, the College will
17 attempt to fill the employee's position with a temporary employee during an extended
18 LWOP, but reserves the right to eliminate the position or fill it with a regular employee.

19 An employee returning from LWOP must contact the Human Resources Office prior to
20 the expiration of leave. An employee who fails to request reinstatement prior to the
21 expiration of leave will be terminated his or her failure to be treated as a resignation.
22 Every effort will be made to reinstate an employee to the same or equivalent job and rate
23 held at the time of LWOP.

24 If the employee's previous position is no longer available and he/she is not placed in
25 another similar position within a reasonable period, or if the employee refuses a position
26 offered to him/her, the College has no further reinstatement obligation. The employee is
27 then terminated as a resignation, based on constructive resignations.

28 An employee returning from LWOP for extended illness, including pregnancy or injury,
29 is required to submit a doctor's statement certifying the employee is able to return to
30 work. No employee will be permitted to return to Human Resource Office work without
31 being cleared for reinstatement by the

32 Employees on LWOP for more than (30) calendar days will have their anniversary (date
33 in current position) date adjusted by the number of days spent on LWOP. Salary
34 increases and probationary periods will be based on the adjusted anniversary date.
35 Supervisors must clear employees for reinstatement by processing a Personal Action
36 Notice. Annual leave and sick leave credits do not accumulate during LWOP. Unused
37 accumulated sick leave will be held for one year and credited to the employee's account
38 upon reinstatement, if the reinstatement is within the one-year period. Any vacation leave

1 balance will be paid at the date the employee is placed on LWOP. An employee
2 reinstated from LWOP within one year will be given credit for prior service in computing
3 accrual rate for vacation, sick leave and other benefits.

4 **Holidays:**

5
6 This policy describes which holidays the College observes, which employees are eligible
7 for holiday pay and compensation, and which employees must work on the stated
8 holidays. Faculty should refer to the approved *Faculty Calendar* for holidays observed
9 during the respective academic contract period.

10 **Eligibility:**

11 Only regular full-time or regular part-time employees, working twenty (20) or more
12 hours per week, are eligible to be paid for holidays. Temporary and part-time employees
13 working more than twenty (20) hours per week may be eligible to receive pay for
14 holidays, if approved by the President of the College. Occasional employees are not
15 eligible for annual leave.

16

17 **Holidays Observed:**

18 The following holidays are observed by the College:

- 19
- 20 • Martin Luther King Day
 - 21 • Good Friday
 - 22 • Easter Monday
 - 23 • Memorial Day
 - 24 • Independence Day
 - 25 • Labor Day
 - 26 • Thanksgiving Day
 - 27 • Day after Thanksgiving
 - 28 • Winter break - The specific days observed as the holiday period are
29 announced in the approved yearly calendar. Approved calendars are
available in the Human Resources Department.

30 Employees must work, be on annual leave, or on sick leave during the week in which the
31 holiday occurs to be eligible for holiday pay. An employee who has announced intent to
32 terminate may not use holidays, inclusive of winter break, to extend termination dates. If
33 an employee announces his/her intent to separate with an extended separation date
34 wherein holiday/s are included, the employee will not be paid for such holiday/s.

35

36 When the time an employee is on leave includes a paid holiday, the holiday hours are not
37 charged against the leave.

38

1 **Special Circumstances Regarding Holidays**

2
3 Because of the nature of certain jobs, supervisors may require employees to work on
4 holidays. Each employee affected should be advised that this alternate holiday schedule
5 is a condition of employment. In addition, to meet departmental needs, an employee may
6 be required to work a holiday. In these situations, supervisors will need the approval of
7 the President of the College and should give employees as much notice as possible

8
9 Supervisors will assign employees to work holidays in a fair and reasonable manner,
10 taking into consideration the needs of the College, availability, and willingness of
11 employee/s. An employee who refuses to work a holiday may be subject to disciplinary
12 action.

13 Dependent on the employee’s exemption status and project assignment, compensation for
14 any inconvenience wherein an employee is required to work on a holiday, will be paid
15 accordingly for the hours worked on the holiday’s, as approved by the President of the
16 College.

17 ***Military Leave***

18 Leave of absence shall be granted to any employee who is drafted or volunteers into the
19 military service. Upon receipt of official military orders, employee must present orders or
20 other evidence indicating that the employee is entering active military duty. The College
21 grants Military Leave to regular employees during the time they are on active military
22 duty in the Armed Services of the United States. Employees on military leave shall be
23 given the benefits of any increments which would have been earned, provided they seek
24 reinstatement within 90 days form the date of discharge.

25
26 Any employee who is a member of the National Guard, or any reserve unit or branch of
27 any of the armed forces of the United States, shall be granted leave with pay not to
28 exceed 15 days in any calendar year. The leave of absence shall be with pay from his/her
29 duties with the College to perform duties or to receive training required or requested by
30 the unit of the armed forces of which he/she is a member.

31
32 **Services Covered**

33
34 Armed Served of the United States: The United States Army, Navy, Air Force, Marine
35 Corps, and Coast Guard and their respective reserve components, as well as the New
36 Mexico National, and their reserve components.

37
38 **Types of Active Duty**

39
40 **Annual Duty for Training:** Training with the Reserve or National Guard. Such training
41 is normally for a two week or 15-day period.

1 **Special Training:** Voluntary active duty for a special purpose, such as attending an
2 armed forces school.

3
4 **Local Emergency:** Active duty for individuals ordered by the President of the United
5 States or the Governor of New Mexico.

6
7 **National Emergency:** Extended active duty for individuals ordered by the President in a
8 declared emergency.

9
10 **Payment While on Military Leave of Absence:** When a Military Leave of Absence is
11 granted for annual duty for training or local emergency, the College will pay a military
12 training allowance for time lost, up to a maximum of 15 calendar days per calendar year.
13 Such military training allowance is paid at the employee's straight-time rate of pay.
14 When military leave is granted for active duty other than annual duty for training or local
15 emergency, such leave shall be considered LWOP.

16 **Reinstatement**

17
18
19 An employee on Military leave will be reinstated to his/her original position of like
20 seniority, status and pay, provided he/she:

- 21
- 22 • Is released from active duty under honorable conditions.
- 23 • Is still qualified to perform the duties of such position.
- 24 • Makes application for reinstatement within 90 calendar days after release from
25 National Emergency, obligated or enlisted Service from hospitalization
26 continuing after release for not more than one (1) year, or within six (6) working
27 days after release from annual duty for training.
- 28
- 29

30 **Insurance**

31 **Employee Health Insurance Benefits:**

32 Employee benefits are offered through the New Mexico Public Schools Insurance
33 Authority (NMPSIA). NMPSIA was created by the Legislature in 1986 to purchase
34 insurance benefits for all New Mexico public school districts (except for Albuquerque
35 Public Schools). Employees can participate in a diversified package of insurance benefits
36 including health, dental, vision, basic term life insurance, and accidental death and
37 dismemberment, voluntary term life and long-term disability. This policy provides a
38 general description of the insurance benefits. For a more complete explanation of the
39 benefits and required forms, contact the Human Resources Department.

40 **Eligibility And Enrollment Period:**

41 Only regular full-time or part-time employees, working twenty (20) or more hours per

1 week, are eligible for benefits. Temporary and part-time employees working less than
2 twenty (20) hours per week are not eligible.

3 New hires have a window of opportunity of 31 days from date of hire to turn in their
4 enrollment application and beneficiary designation forms. If an application is not
5 submitted within the 31-day window of opportunity, the employee may enroll late to any
6 of the medical plans, although late entrants are subjected to a maximum 18-month
7 preexisting conditions limitation period.

8 **Basic Term Life Insurance and Accidental Death and Dismemberment (AD&D)**
9 **(100% Employer Paid):**

10 Eligible employees are enrolled for \$50,000 with coverage beginning the first day of the
11 month following their date of employment. Coverage will terminate upon separation of
12 employment. The separating employee may convert their insurance to a Prudential
13 individual life insurance policy within 31 days from the date their group coverage
14 terminates.

- 15 • **Voluntary Term Life Insurance**
- 16 • **Dependent Voluntary Term Life Insurance: 1) Spouse Coverage:**
- 17 • **Changes In Health Care Benefits:**
- 18 • **Health, Dental and Vision Insurance**
- 19 • **Long Term Disability**

20 Please refer to NMIPSA program or Human Resources Technician for Insurance
21 information.

- 22 • **Third-Party Benefits – Please see Human Resources Technician**

23 ***Disclosure of Medical Information***

24 Medical information relating to an employee is kept in secure, locked files in the Human
25 Resources Department and access is closely controlled and contents may be examined or
26 supplied only with approval of the Human Resources Director.

27 ***HIPPA***

28 In addition, an employee may elect to add health insurance coverage (although the
29 employee had elected no health insurance coverage during the initial eligibility period)
30 due to marriage, or because of the birth or adoption of a child. To add a health insurance
31 plan due to marriage or the birth or adoption of a child, the employee must complete a
32 New Mexico Public Schools Insurance Authority (NMPSIA) change card within thirty-
33 one (31) days of the event.

1 ***Updating Information***

2 To make certain that the Institution’s payroll information and personnel files are current
3 and contain accurate, complete information, the Human Resources Department must be
4 notified of any changes that need to be made such as name change, telephone number,
5 home address, marital status, birth or adoption of child or change in number of
6 dependents and beneficiary designations.

7
8
9 ***Retiree Health Care Authority***

10
11 The New Mexico Retiree Health Care Authority was created pursuant to Chapter 6, Laws
12 of 1990. The purpose of the legislation was to create a pre-funded group health insurance
13 benefit for current and future retirees of public employment. Once vested in the
14 educational Retirement Fund and receiving a pension benefit from that fund, retirees of
15 LCC become eligible for benefits under the Retiree Health Care Authority. The Authority
16 provides affordable health insurance to employees retired from LCC, as well as other
17 public employers. Employees should contact the LCC Human Resources Office for
18 further information.

19
20 ***New Mexico Educational Retirement Benefits***

21
22 Luna Community College employees are covered by the provisions of the Educational
23 Retirement Act. Membership shall be a condition of employment and shall exclude
24 membership and participation in any other NM retirement program. Retirement
25 contributions are calculated at a percentage of the employee’s annual salary, with
26 contributions being made by both the employee and the employer. The percentage of
27 contribution is subject to change annually. Employees are advised to contact the LCC
28 Human Resource Office.

29
30 ***Annuity***

31
32 Tax–sheltered annuity and deferred income plans are available to all employees.
33 Retirement investments may be made under a payroll deduction arrangement. These
34 programs offer the employee income tax advantages. The Institute only acts as a collector
35 of the premiums, without endorsing any of the participating companies. Employees are
36 required to determine the efficacy and appropriateness of such plans for their particular
37 circumstances, as LCC makes no representations in this regard. Information on
38 participating companies is available in the Human Resources Office.

39
40
41 ***Workers’ Compensation***

42 The Institution strives to make the workplace a safe and healthy environment for all
43 employees. The key to a safe work environment is the prevention of on-the-job accidents

1 before anyone can suffer an injury. This responsibility is shared by all, and everyone is
2 encouraged to bring work-related health and safety concerns to their supervisor's
3 attention as soon as possible. Supervisors are encouraged to conduct periodic safety
4 inspections of all work areas under their division.

5 **Reports of Work Related Injuries Or Illnesses:** Workers' compensation statutes for
6 the state of New Mexico require that an employee who has suffered a work-related injury
7 or illness notify the employer within 15 calendar days. Notification is necessary to
8 ensure proper medical attention and accurate processing of compensation claims.

9 The Human Resources Department has been designated the by Institution to administer
10 workers' compensation issues. The Human Resources Department provides notice of
11 accident report forms and reports the injury to the Workers' Compensation
12 Administration.

13 When an injury or illness is life threatening in nature, such as loss of a limb or a severe
14 burn, the employee shall go to the nearest emergency facility.

15 If an employee experiences a work-related injury or illness, the Human Resources
16 Department shall notify the employee that he or she may qualify to request unpaid FMLA
17 leave.

18 **Benefits During Workers' Compensation Leave**

19 Workers' Compensation payments do not begin until the employee has been unable to
20 work for seven (7) calendar days following the date of incident. An employee may elect
21 to draw sick-leave benefits during this seven-day period. If the period of disablement
22 extends past the twenty-eighth (28th) calendar day, Workers' Compensation will then pay
23 the employee the amount allowable by law for the first seven (7) days of the disablement.

24 Beginning with the eighth (8th) calendar day of disablement, Workers' Compensation
25 will pay two-thirds (2/3) of the employee's gross weekly wage up to the maximum
26 established by law. Employees may elect to use any accrued sick and annual leave until
27 his/her accruals end or they are released to come back to work. However, the total of
28 leave with pay and Workers' Compensation may not exceed one hundred percent (100%)
29 of the employee's gross wages.

30 **Medical Certification Or Fitness For Work Examination**

31 The Institution wants to avoid the risk of aggravation or re-injury when an employee is
32 experiencing problems in performing their duties due to an illness or injury, therefore, the
33 employee may be requested to have his/her physician complete an *Employee Fitness*
34 *Assessment Form* prior to his/her return. This will enable the Institution to assess and
35 make any reasonable accommodations that may be required.

36 **Return To Work From Workers' Compensation Leave**

1 When an injury or illness covered by the Workers' Compensation Program involves any
2 lost time, a medical release from the employee's health care provider is required before an
3 employee may return to work. If an employee is only able to return to his or her existing
4 job with restrictions on certain job activities, the return to work is encouraged but must be
5 approved by the employee's health care provider and the Human Resources Department
6 Director.

7 8 9 10 **Reporting An Injury**

11 Any employee who suffers a work-related injury or illness should immediately notify
12 his/her supervisor of the accident or illness. Failure to immediately report such injury or
13 illness will constitute a violation of this policy, except where the employee's injury or
14 illness is of such nature that a report cannot be made. Failure of the employee to report an
15 injury or illness within thirty (30) days may result in denial of all workers' compensation
16 benefits as provided by law.

17
18 The immediate supervisor shall, within three (3) days of the employee's report of injury
19 or illness, complete the Employer's First Report and submit this report to the Human
20 Resources Office. The Human Resources Office shall then file the Employer's First
21 Report within five (5) days of the initial report of injury with the Workers' Compensation
22 Administration and send a copy to the New Mexico Public Schools Insurance Authority.
23 The employee must properly execute an Authorization to Release Medical Reports and
24 Information form, which shall be submitted to the Authority, along with the Employer's
25 First Report copy.

26 27 **Americans with Disabilities Act (1990)**

28
29 Title I of the Americans with Disabilities Act ("ADA") prohibits employment
30 discrimination against qualified disabled individuals. Luna Community College (LCC) is
31 committed to provide reasonable accommodation to those individuals unless that
32 accommodation would impose an "undue hardship" on LCC.

33
34 The ADA defines a "qualified individual with a disability" as an individual with a
35 disability who can, with or without reasonable accommodation, perform the essential
36 functions of the job that the individual holds or desires.

37
38 A "disability" is defined as:

- 39 (1) a physical or mental impairment which substantially limits a major
40 life activity;
- 41 (2) a record of having that type of impairment; or
- 42 (3) being regarded as having that type of impairment.

43
44 LCC may screen out disabled individuals who cannot perform the essential functions of
45 the job, even with accommodation, and those who pose a direct threat to their own health
46 or safety, or the health or safety of others.

1
2 The Act places a number of limitations on the conduct of medical examinations and
3 inquiries. LCC may not make pre-employment medical inquiries, but may ask about the
4 ability of the applicant to perform job-related functions. Medical examinations may be
5 used only after a conditional offer of employment has been extended. An offer of
6 employment may be conditioned on the results of the examination only if: (1) all
7 entering employees in the same job category are subjected to the examination regardless
8 of whether or not they have a disability; and (2) the information obtained is treated as a
9 confidential medical record and kept in a medical file separate from other personnel
10 information.

11
12 As for current LCC employees, the ADA permits medical inquiries and medical
13 examinations if they are both job-related and consistent with business necessity. Testing
14 current employees or applicants to determine the “illegal use of drugs” is not considered a
15 medical examination for purposes of the Act.

16
17 The employee with a disability and his/her supervisor should work together to arrange for
18 necessary and reasonable accommodations. The accommodation may or may not be
19 what was originally requested by the employee, but will be in compliance with the
20 provisions of the ADA.

21
22 It is the employee's responsibility to inform his/her supervisor of the need for an
23 accommodation to perform the essential functions of his or her job. In the event the
24 employee does not feel it is appropriate to inform his/her supervisor of an
25 accommodation, he or she may inform the appropriate Human Resources Representative.

26
27 29 C.F.R. §1630.1.

28 Enforcement Guidance on Pre-employment Inquiries Under the ADA (October 1, 1995).
29 20:18

30 Older Workers Benefit Protection Act (1990)

31 29 U.S.C. §§621 et seq.

32
33 Coverage and Prohibition: The Older Workers Benefit Protection Act (the “Act”)
34 amends the Age Discrimination in Employment Act (“ADEA”) in several important
35 areas. As its main focus, the Act reverses the United States Supreme Court’s ruling in
36 Public Employees Retirement System of Ohio v. Betts, 492 U.S.158 (1989). In Betts, the
37 Supreme Court held that employee benefit plans that are not intended to avoid the ADEA
38 in other aspects of employment may offer older employees lower benefits than those
39 offered to younger employees.

40
41 The Act restored and codified the EEOC’s pre-Betts “equal benefit or equal cost”
42 principle, which allows an employer to “observe the terms of a bona fide benefit plan,” as
43 long as the employer provides older workers the same or better benefits as younger
44 workers. If the benefits offered to younger workers are better than the benefits offered to
45 older workers, the employer must prove: (1) that the cost of providing those benefits to
46 older workers would exceed the cost of providing the benefits to younger workers; and

1 (2) that the benefits offered to older workers cost the employer at least as much as the
2 benefits offered to younger workers.

3
4 The Act permits an employer to deduct from severance payments and long-term disability
5 benefits the value of certain other employer-provided benefits. The Act also establishes
6 offsets that are permitted against several benefits in connection with an early retirement
7 incentive program.

8
9 Additionally, the Act imposes specific minimum conditions that must be met for an
10 effective release of potential age discrimination claims under the ADEA. Employers
11 must show the following in order for a release to be considered “knowing and voluntary:”
12 (1) the waiver must be written in plain English; (2) the waiver must specifically refer to
13 rights or claims arising under the ADEA; (3) the employee must receive something of
14 value in addition to anything of value to which the employee is already entitled; (4) the
15 waiver cannot bar the employee’s right to pursue claims that may arise after the waiver is
16 signed; (5) the employee must be given at least twenty-one days to consider whether to
17 sign the agreement, or at least 45 days if the waiver is offered in connection with an exit
18 incentive; (6) the employee has at least seven days following the signing of the waiver in
19 which to revoke it; and (7) the employer must advise the employee in writing to consult
20 an attorney. Slightly different rules apply to waivers signed in connection with group
21 layoffs, lawsuits, or pending Equal Employment Opportunity Commission charges.

22 Enforcement and Remedies: The enforcement procedures and available remedies are the
23 same as provided for the ADEA. (See the ADEA, above.)

24 Related Regulations:

25 Recordkeeping Requirements, 29 C.F.R. §1627

26 *Social Security*

27
28 Social Security is an insurance program of the Federal Government to which all
29 employees must contribute and which provides benefits to the employee whenever he/
30 she meets the conditions of eligibility. Disability prior to the age 62, reduced benefits at
31 age 62, or full payment at the age of 65. The employee shall be encouraged to become
32 informed concerning benefits and the amounts of contributions. Deductions are made
33 from the employee’s salary based on contribution rates designated by the federal
34 government. In addition, the College contributes an equal amount into the Social Security
35 fund.

36 37 *Medicare Tax*

38
39 Medicare tax is computed for employees who work inadequate weekly hours to be
40 covered by Social Security.

41 42 *Unemployment Compensation*

1 Luna Community College provides unemployment insurance under the provisions of the
2 New Mexico Unemployment Compensation Act. Cost of this coverage is borne totally by
3 the College. The Employment Services Division determine eligibility based on the
4 circumstances of each case and the provisions of the Unemployment Compensation Act.

5 6 7 8 9 **Family Medical Leave Act**

10
11 *Pursuant to the Family and Medical Leave Act of 1993, eligible employees may take up*
12 *to 12 unpaid work weeks of leave during any 12-month period because of the birth or*
13 *placement for adoption or foster care of a child. Because of the serious health condition*
14 *of a child, a son or daughter over the age of 18, a legal spouse, or a parent (mother or*
15 *father) or because of the employee's own serious health condition.*

16 Eligible employees are those who have been employed at least 12 months by Luna
17 Community College (LCC), and who have provided at least 1,250 hours of service during
18 the 12 months **PRIOR** to the leave request.

19 Employees are first required to use their accrued annual and vacation leave ***as a part of***
20 ***the 12-week period***. If employee uses paid leave, LCC is required to provide only enough
21 unpaid leave to total 12 weeks.

22 There are two general types of leave provided by this Policy, Family Leave and Family
23 Medical Leave.

24 Family Leave provides that an eligible employee may take up to 12 work weeks of
25 unpaid leave during any 12-month period because of the birth of the employee's child
26 and to care for the child, or because of the placement of a child with the employee for
27 adoption or foster care. The entitlement to family leave expires 12 months after the date
28 of birth or placement of the child.

29 Family Medical Leave provides that an eligible employee may take up to 12 weeks of
30 unpaid leave during any 12-month period to care for the employee's legal spouse, son,
31 daughter, or parent (mother or father), if that family member has a serious health
32 condition, or if the employee has a serious health condition.

33 Eligible employees are those who actually have day-to-day responsibility for caring for a
34 child, even if the employee does not have a biological or legal relationship to that child.
35 A son or daughter is specifically defined to include biological, adopted, or foster
36 children, step children, or legal wards under the age of 18, or children above that age
37 who are incapable of self-care because of mental or physical disability.

1 **Serious Health Conditions May Include:**

2 An illness, injury, impairment, or physical or mental condition that involves overnight
3 care in a health facility or continuing treatment by a health care provider *for three or*
4 *more days.*

5 Incapacity due to pregnancy, prenatal care, or a chronic serious condition (e.g., asthma),
6 even for less than three days without health care provider treatment.

7 Multiple health care provider treatments for reconstructive post-accident or injury surgery
8 or a condition (e.g., chemotherapy) likely to cause incapacity for over three consecutive
9 days if untreated.

10

11 A qualifying serious health condition involving continuing treatment by a health care
12 provider including:

13

14 A period of incapacity of more than three consecutive calendar days, and any subsequent
15 treatment or period of incapacity relating to the same condition, that also involves either
16 treatment at least two times by a health care provider, by a nurse or physician's assistant
17 under supervision of a health care provider, or by a "provider of health care services"
18 (e.g., a physical therapist) under orders of or on referral by a health care provider; or
19 treatment by a health care provider on at least one occasion that results in a regimen of
20 continuing treatment (e.g., a course of prescription medication or therapy requiring
21 special equipment) under the provider's supervision.

22 Any period of incapacity due to pregnancy or for prenatal care;

23 Any period of incapacity or treatment for incapacity due to a "chronic serious health
24 condition," i.e., conditions such as asthma or diabetes that:

25 • Require periodic visits for treatment by a health care provider or by a nurse or
26 physician's assistant under the provider's direct supervision,

27 • Continue over an extended period of time, including recurring episodes, and

28 • May cause episodic rather than a continuing period of incapacity.

29 A period of incapacity that is permanent or long-term due to a condition for which
30 treatment may not be effective (e.g., Alzheimer's, a severe stroke, or the terminal stages
31 of a disease). The individual must be under the supervision of a health care provider, but
32 need not be receiving active treatment.

33 Any period of absence to receive multiple treatments (plus any period of recovery from
34 such treatments) by a health care provider or by a provider of health care services under
35 orders of or referral by a health care provider for restorative surgery after an accident or
36 injury, or for a condition that will likely result in a period of incapacity of more than three

1 consecutive calendar days in the absence of treatment. Examples are chemotherapy or
2 radiation treatment for cancer, physical therapy for severe arthritis, and dialysis for
3 kidney disease.

4 **Scheduling FMLA Leave**

5 Upon obtaining the appropriate approvals, leave may be taken on an intermittent or
6 reduced basis for the birth or adoption of a child. Leave for a serious health condition,
7 either of a family member (child, legal spouse, mother, or father) or the employee, may
8 be taken intermittently or on a reduced schedule only if medically necessary where the
9 patient is being treated by or is under the supervision of a health care provider, or for
10 recovery from treatment or recovering from a serious health condition.

11 If both spouses are employed by LCC, and they wish to take leave to care for a newly
12 arrived child or a sick parent, leave will be limited to an aggregate leave of 12 weeks. If
13 the leave is requested because of the illness of a child or of the other spouse, each spouse
14 is entitled to 12 weeks of leave.

15 Employees are required to provide at least 30 days advance written notice before the date
16 on which the leave, will begin, in the case of leave for expected birth or placement for
17 adoption of a child. If the employee is unable to provide such notice, (because the date of
18 the birth or placement requires leave to begin in less than 30 days), the employee must
19 provide as much notice as is reasonable under the circumstances.

20
21 Employees are required to provide 30 days advance written notice in the case of medical
22 leave; if the leave is foreseeable based on planned medical treatment. If the treatment
23 requires leave to begin in less than 30 days, as much notice as possible must be provided.
24 Employees are required to make a reasonable effort to schedule the treatment so as not to
25 unduly disrupt the operations of LCC.

26 If an employee fails to give 30 days notice for foreseeable leave with no reasonable
27 reason for the delay, LCC may delay the taking of Family and Medical Leave until at
28 least 30 days after the date the employee provides notice to LCC of the need for Family
29 and Medical Leave.

30 Employees requesting intermittent leave or a reduced schedule based on planned medical
31 treatment may be transferred temporarily to an alternative position, with equivalent pay
32 and benefits, that better accommodates recurring periods of leave than the employee's
33 regular position.

34 LCC requires that the employee provide certification of a serious health condition of the
35 employee or a qualified family member issued by the health care provider of the eligible
36 employee or the family member, in advance of the leave, when possible, or at the
37 commencement of the leave. If the need for leave does not allow for this, such
38 certification should be provided within two business days after the commencement of the
39 leave.

1 In addition, the medical certification is to include the date on which the serious health
2 condition began, the probable duration of the condition, and appropriate medical facts
3 regarding the condition. If the certification is for leave to care for a family member
4 (spouse, child, mother, or father), the certification must **ALSO** state that the employee is
5 needed to care for the son, daughter, spouse, or parent (mother or father) and must
6 include an estimate of the amount of time that such employee needs to care for the family
7 member; and if certification is for leave because of the employee's own serious health
8 condition, the certification must **ALSO** state that the employee is unable to perform the
9 functions of the employee's position; and,

10 If the certification is for intermittent leave or reduced schedule, for planned medical
11 treatment, the certification must **ALSO** state the dates on which treatment is expected to
12 be given and the duration of such treatment.

13 LCC reserves the right to require that a second or third opinion be obtained at the expense
14 of LCC. For pregnancy, chronic or permanent/long term conditions under continuing
15 supervision of a health care provider, LCC may request re-certification every thirty (30)
16 days absent significant change in circumstances or information in LCC's possession,
17 which casts doubt on the employee's stated reason for the absence.

18 Employees are to report once a week to their immediate supervisor on their status and
19 intention to return to work.

20 **Return to Work From FMLA Leave**

21 Upon return from Family and Medical Leave, employees are required to provide to the
22 LCC Human Resources Department, certification from the health care provider of the
23 employee that the employee is able to resume work.

24 An employee who completes a period of leave will be provided restoration, that is they
25 will be returned either to the same position and FTE level they had before, or to an FTE
26 level and position equivalent in pay, benefits, and other terms and conditions of
27 employment.

28 Leave will not result in the loss of any previously accrued seniority or employment
29 benefits, but neither are any benefits accrued during the leave.

30 LCC will pay its portion of health insurance benefits through an employee's leave. The
31 employee is responsible for payment of the employee's share of health insurance
32 premiums while on leave. LCC may recover health coverage premiums paid for an
33 employee who fails to return from leave, except if the reason is the continuation,
34 recurrence, or onset of a serious health condition, or something else beyond the
35 employee's control. This is subject to certification by the health care provider.

1 *At the end of the 12-week period, if an employee has not returned to work with the*
2 *appropriate release from their health care provider, the employee will be considered to*
3 *have voluntarily terminated.*

4 **Exemptions**

5 The only exemption to the restoration requirement of this policy applies to highly
6 compensated employees. These are salaried employees, who are among the highest paid
7 ten (10) percent of LCC's employees within 75 miles of the facility at which the
8 employee works. For such employees, restoration may be denied if:

9 Such denial is necessary to prevent substantial and grievous economic injury to LCC's
10 operations; and,

11 The employee is notified in writing by certified mail that LCC intends to deny restoration
12 because of substantial and grievous economic injury at the time the employee gives
13 notice of the need for leave or if this is not practicable, as soon as possible after receiving
14 notice of the need for leave; and

15 In any case in which the leave has commenced, the employee elects not to return to
16 employment providing a two week notice within a reasonable period of time after
17 receiving such notice.

18 If a two-week notice is not provided, annual and sick leave upon separation will not be
19 given to the employee.

20 An employee who is not to be restored is still considered to be on leave for the duration
21 of his or her leave period.

22 A "key" employee who takes leave is still eligible for continuation of health benefits,
23 even if the employee has been notified that reinstatement will be denied. Under such
24 circumstances, the employer may obtain no recovery of premium if such employee has
25 chosen to take or continue leave after receiving such notice.

26 A "key" employee who does not return to work in response to LCC's notification of
27 intent to deny restoration, is still required to request reinstatement at the end of the leave
28 period. LCC must then again determine whether restoration will cause substantial and
29 grievous economic injury based on the facts at that time. If it is determined that
30 substantial or grievous economic injury will result, LCC shall notify the employee in
31 writing by certified mail of the denial of restoration.

32 **PROCEDURES FOR FAMILY AND MEDICAL LEAVE (FMLA)**

33

34 The employee must submit a request for Family and Medical Leave of Absence form at
35 least 30 days in advance of the effective date of the leave. If the request is not initiated

1 prior to the start of leave, the records of absence will be retroactive to the eligibility date
2 of the leave, once the Human Resources Department receives the forms. Every attempt
3 must be made to complete the request prior to start of the leave. The forms must be fully
4 completed, signed by the employee and forwarded to the Human Resources Department
5 for processing.

6
7 All requests for family and medical leave due to serious medical condition of the
8 employee or a qualified family member will include the following information attached
9 to a completed Request for Family and Medical Leave of Absence:

10
11 Sufficient medical certification stating:

12
13 The date on which the serious health condition commenced;

14
15 **The probable duration of the condition; and**
16 **the appropriate medical facts within the knowledge of the health care provider**
17 **regarding the condition.**

18
19 In addition, for purposes of leave to care for a child, spouse, or parent, the certificate
20 should give an estimate of the amount of time that the employee is needed to provide
21 such care. If the purpose of the leave is for an employee's illness, the certificate must state
22 that the employee is unable to perform the essential functions of his/her position.

23
24 In the case of certification for intermittent leave, or leave on a reduced leave schedule for
25 planned medical treatment, the date on which such treatment is expected to be given and
26 the duration of such treatment must be stated.

27
28 When the certificate of health care provider is submitted, the employee will receive
29 LCC's response to employee's request for Family or Medical Leave.

30
31 Upon return from medical leave, employees are required to provide certification from
32 their health care provider that the employee is able to resume work.

33 34 ***PART XI: OTHER POLICIES AND PROCEDURES***

35 36 ***First Aid Kits***

37
38 First Aid Kits are located within each department. A listing of all locations will be kept at
39 the Human Resources Office.

40 41 ***Promotion and Transfer***

42 43 **Professional and Support Employees**

44

1 New positions and job vacancies may be filled from within a department by promotion or
2 transfer of qualified and interested persons. If it is determined that a new position or
3 vacancy will not be filled from within the department, the administrative unit must then
4 seek a pool of qualified applicants as defined un the Employment Polices and Practices.
5
6
7

8 **Positions Covered**

9
10 All regular and temporary positions or vacancies are covered by this practice.
11

12 **Promotion or Transfer**

13
14 All promotions or transfers are based on training, experience, and past performance
15 without regard to race, color, creed, national origin, religion, age, sex, or disability. The
16 Department Director shall be responsible to determine if a transfer or a search is in the
17 best interest of the College.
18

19 **Eligibility**

20
21 All regular and temporary employees are eligible under this policy.
22

23 **Support:**

24
25 If an employee is interested and believes he/she has the experience, education and skill
26 required to fill the available position, he/she may apply for the position at the Human
27 Resources Office. Promotion or transfer during the employee's probationary period is
28 discouraged. Any employee who is promoted or transferred during that period will be
29 required to serve a new probationary period in the new position.
30

31 When qualifications of two (2) or more employees are substantially similar, seniority of
32 the applicants shall be the decisive factor used to determine the successful candidate. A
33 regular full-time employee with less seniority may receive consideration over a more
34 senior regular part-time employee.
35

36 **Seniority**

37
38 A seniority policy is established to determine priorities in promotions and transfers, when
39 ability, skill, training and other relevant qualifications are equal as determined by the
40 College. Nothing in this policy shall be deemed to override qualifications of employees
41 as the primary consideration in promotions, transfers, etc.
42

43 **Definition**

44
45 Seniority is defined as an employee's length of continuous employment at the College.
46

1 **Eligibility**

2
3 This policy applies to all regular full-time employees and to regular part-time employees
4 who work at least half-time. Temporary employees or regular part-time employees who
5 work less than part-time do not accumulate seniority.
6

7
8 **Computing Seniority**

9
10 Seniority is computed from the first day of employment, but no employee is entitled to
11 exercise any seniority rights until he/she has completed a six (6) month probationary
12 period.
13

14 **Special Provisions Regarding Seniority**

15
16 Temporary or student employee's seniority begins on the date of regular employment. An
17 employee on an approved leave does not lose accumulated seniority but does not
18 accumulate additional seniority during the leave. Within a department, seniority shall be
19 based on length of service in the employee's present department. An employee who has
20 been laid off due to lack of funding, and reinstated within one (1) year, retains
21 accumulated seniority to the date of layoff.
22

23 **Drug Free Work place and Employee Drug and Alcohol Testing**

24
25 **Drug Free Work Place**

26
27 LCC is commitment to providing a Drug-Free, healthful, and safe workplace. To promote
28 this commitment, employees are required to report to work in appropriate mental and
29 physical condition to perform their jobs in a satisfactory manner. In addition, LCC
30 complies with the Drug-Free Workplace Act of 1988 and The Drug-Free Schools and
31 Communities Act Amendments of 1989, Public Law 101-226, which stipulates that the
32 College provides a Drug-Free workplace policy as a condition of receiving grants from
33 federal agencies.
34

35 LCC wishes to promote the health, safety, and welfare of its employees by striving to
36 eliminate the negative effects of substance use and abuse from the workplace, and to assist
37 those employees who have a drug or alcohol-related problem with rehabilitation. This
38 policy defines prohibited conduct (listed below) relating to drug and alcohol abuse by
39 employees and provides guidelines for taking steps toward rehabilitation and positive
40 performance.
41

42 **Drug And Alcohol Testing**

43
44 LCC's policy is intended to comply with all state laws governing drug and alcohol testing
45 and is designed to safeguard employee privacy rights to the fullest extent of the law. This

1 Drug and Alcohol Testing Policy was established to demonstrate and strengthen LCC's
2 commitment to a Drug Free Workplace.

3
4 LCC's Drug and Alcohol Testing Policy has been established in order to increase
5 workplace safety, improve productivity, serve as a deterrent to current and future drug use
6 on the job, reduce absenteeism, and to comply with state and federal laws governing drug
7 and alcohol testing.

8 *It is the policy of LCC to maintain a safe, Drug-Free work environment conducive to*
9 *effective business operations. LCC requires that its personnel and operating practices be*
10 *consistent with the highest standards of health and safety. To meet these objectives, LCC*
11 *has adopted this Drug Free Workplace and Drug and Alcohol Testing Policy for all*
12 *current and prospective employees.*

13 14 **Individuals Subject to Testing**

15
16 All LCC employees and prospective employees will be required to submit to random drug
17 and alcohol testing.

18
19 No prospective employee will be asked to submit to testing unless an offer of employment
20 is forthcoming. An offer of employment by LCC, however, is conditioned on the
21 prospective employee testing negative for drugs and alcohol. Prospective employees will
22 be asked to sign a *Drug Testing Consent Form*, which is attached to this policy.

23 24 25 **Tested Substances**

26
27 LCC's Drug And Alcohol Testing program is limited to testing for substance abuse of
28 the following:

29 **COCAINE**

30 **THC:** Marijuana

31 **AMP:** Amphetamines

32 **OPI:** Opium

33 **PCP:** Hallucinogenic

34 **ALCOHOL:** Beer, Wine, and Liquor.

35 Any other substances that may be tested using the same method used to test for
36 controlled substances will not be tested and, if found, will not be reported.

37 38 **Definition of Drug**

39
40 For purposes of this policy, the term "drug" includes over-the-counter medication,
41 prescription medication, and all controlled substances, such as inhalants, the use of which
42 is unlawful under state or federal law.

43
44 *Over-the-counter medication and prescription medication, taken as medically directed,*
45 *are excluded. However, it is recommended that any employee who uses prescription drugs*

1 *should inform their supervisor if the use may impair the employee's ability to perform any*
2 *assigned essential functions of the job safely and efficiently.*

3
4 An employee's unlawful use, possession, purchase, distribution, dispensation,
5 manufacturing, or being under the influence of any illegal drug without medical
6 authorization during the work day while on Luna Community College premises or while
7 performing services for Luna Community College is strictly prohibited.

8
9 **Notice of Testing** – The LCC Human Resources Director (HRD) will notify
10 employee(s) by telephone that they have been scheduled to submit to a drug and
11 alcohol test. If the Human Resources Director cannot get in touch with the
12 employee(s), the Drug Testing Administrator will identify alternate employee(s) for
13 drug and alcohol testing.

14
15 If an employee refuses to submit to the scheduled drug and alcohol test, LCC will
16 consider their actions in violation of LCC Policy and they may be subject to immediate
17 disciplinary action, up to and including termination of employment.

18
19 ***Third Party Administrator and Licensed Laboratory*** - *Any drug and/or alcohol testing*
20 *requested by LCC will be conducted by a qualified Third Party who is licensed by the*
21 *state of New Mexico. Persons to be tested will be provided the address and telephone*
22 *number of the Third Party Testing Administrator.*

23
24 **Costs** - Luna Community College will pay the cost of any drug and alcohol testing that it
25 requires or requests its employees or prospective employees submit to, including retesting
26 of a confirmed positive result. *Any additional tests that the employee requests will be paid*
27 *for by the employee.*

28
29 **Notice of Results** - If the employee is asked to submit to a drug or alcohol test, Luna
30 Community College will notify the employee of the results within one week after it
31 receives them from the laboratory. To preserve the confidentiality Luna Community
32 College strives to maintain, the employee will be notified verbally and in writing
33 whether the test was negative or confirmed positive. Drug and alcohol testing records
34 will be maintained in a separate file in the Human Resources Department.

35
36 **Justification for Drug and Alcohol Testing**

37
38 **Random Drug And Alcohol Tests** - Unannounced **random** Drug and Alcohol tests
39 will be conducted on current LCC employees in an unbiased fashion on an annual basis
40 (July 1 through June 30th **of every year**). LCC Employee ID numbers and names will be
41 kept in a computer spreadsheet, and selected for random testing based on a random
42 number generator. Mobile Blood Services, Inc. (New Mexico licensed laboratory) will
43 generate the employee names and random numbers, which are then disclosed to the
44 Human Resources Director.

1 **Post Accident Drug And Alcohol Tests** – Any employee involved in an on-the-job
2 accident (inclusive of approved travel on behalf of LCC) will be required to submit to
3 drug and alcohol tests immediately after an on-the-job vehicular or non-vehicular
4 accident.

5
6 **Reasonable Suspicion Drug And Alcohol Tests** - When a supervisor and an LCC
7 executive management representative observe behaviors that indicate drug and/or
8 alcohol use. Several of these behaviors are predefined in this policy.

9
10 **Follow-Up Drug And Alcohol Tests** – Will be conducted and used to monitor an
11 employee after he or she has tested positive for illegal drug and/or alcohol use and has
12 been referred to an Employee Referral Program. Follow-up drug tests will be
13 conducted randomly for a period of one year and used to monitor an employee after he
14 or she has been found to use drugs and has been referred to an Employee Referral
15 Program.

16 **Pre-Employment Drug And Alcohol Tests** – No prospective employee will be asked
17 to submit to testing unless an offer of employment is forthcoming. An offer of
18 employment by LCC is conditioned on the prospective employee testing negative for
19 drugs and alcohol.

20
21 **Positive Test Results** – In the event *LCC receives notice that the employee's test results*
22 *were confirmed positive, the employee will be provided a **48-hour period** to explain the*
23 *positive result. The employee may request in writing to have the same sample retested at a*
24 *laboratory of the employee's choice at LCC's expense.*

25
26 *In the event the employee fails to provide LCC with appropriate evidence within the 48-*
27 *hour period, for example a physicians statement or confirmation that he/she is taking*
28 *prescribed medication ordered by a physician's, and that the positive test results were*
29 *inaccurate, the employee will immediately be placed on Leave Without Pay.*

30
31 If it is concluded that the employee's positive drug and alcohol test is due to drug or
32 alcohol abuse, the employee will be referred to a reputable drug treatment program *at the*
33 *employee's expense.*

34
35 Failure to comply, or to complete an Employee Referral Program in a reasonable
36 period of time shall be grounds for dismissal. *A reasonable period of time shall be*
37 *defined in accordance with a physician's and/or Employee Rehabilitation Program*
38 *written statements.*

39
40 The Leave Without Pay shall be in effect until such time as the employee can provide
41 documentation by a physician or a drug and alcohol treatment program representative,
42 which establishes that the employee is drug and/or alcohol free and is able to return to
43 work.

44
45 While on Leave Without Pay group insurance may be continued, by the employee,
46 provided the full payment for the insurance is made in advance with no contributions

1 being paid by the Institution during the period, provided further that continuance of the
2 insurance while on leave without pay is allowed by the insurance company.

3
4 The regulations of the New Mexico Educational Retirement Board prohibit the payment
5 of retirement contributions if the employee does not receive a salary, and payments must
6 be discontinued during the period of LWOP.

7
8 Employees on LWOP under these circumstances will not be allowed to utilize any Sick
9 Leave or Annual Leave accruals, exception for situations where a qualified physician
10 identifies a serious medical condition as defined in the Family Medical Leave Act or
11 Americans With Disabilities Act.

12
13 LCC will make a good faith effort to re-instate the employee who provides documentation
14 by a physician or a drug and alcohol treatment
15 program representative, which establishes that the employee is drug and/or alcohol free
16 and is able to return to work.

17
18 LCC does not guarantee reinstatement and reserves the right to eliminate the employee's
19 position or fill it with another individual.

20
21 **Grievance Procedures** - If an employee believes that a positive drug and /or alcohol test
22 result has affected a condition of employment, or a decision relative to Leave Without
23 Pay is unjust or inequitable, the employee is encouraged to make use of the LCC Problem
24 Resolution and Grievance Process.

25
26
27 **Adverse Employment Action** - If there is reason to suspect, and the same is confirmed
28 by a supervisor and an LCC executive management representative who observe behaviors
29 that may indicate drug and/or alcohol use, that the employee is working while under the
30 influence of an illegal drug or alcohol, the employee will immediately be placed on
31 Leave Without Pay until the results of a drug and alcohol test are made available to Luna
32 Community College by the testing laboratory.

33
34 **Confidentiality** - Luna Community College will make every effort to keep the results of
35 drug and alcohol tests confidential. Only persons with a *need to know* the results will have
36 access to them. The employee will be asked for the employee's consent before test results
37 are released to any other individual and/or agency.

38
39 If the employee is to be referred to a treatment facility for evaluation, the employee's test
40 results will also be made available to the employee's counselor.

41
42 The results of drug and/or alcohol testing in the workplace will not be used against the
43 employee in any criminal prosecution.

44

1 **Prohibited Behavior** - Drug and alcohol use has an adverse effect on job performance,
2 creates dangerous situations, and serves to undermine the community's confidence in the
3 College. Therefore:

4 LCC prohibits the unlawful manufacture, distribution, dispensation, possession or use of
5 any controlled substance in the workplace, while on duty or while officially representing
6 LCC in any capacity on or off an LCC work site.

7
8 LCC prohibits the consumption of alcoholic beverages and the illegal use of alcohol by
9 employees while on duty, or while officially representing LCC in any capacity on or off an
10 LCC work site.

11
12 Employees may not report to work under the influence of controlled substances or
13 intoxicants to any degree.

14
15 Employees may not bring or store any open containers of alcoholic beverages on any
16 College property or work site or in the employee's vehicle while the vehicle is on College
17 property.

18
19 Drug and alcohol use is prohibited in all LCC facilities, on all LCC property, in any LCC-
20 owned vehicle, and at any LCC-sponsored activity.

21
22 As a condition of employment, all employees must abide by this policy.

23
24 Employees who violate this policy may be subject to disciplinary action up to and
25 including termination.

26
27 **Prescription Drugs** – If an employee is taking physician-prescribed medication, LCC
28 recommends that the employee inform his or her immediate supervisor of the potential side
29 effects of that medication if the employee has reason to believe that those side-effects may
30 affect his or her ability to perform the essential functions of the job, or work safely.

31
32 In such cases, the employee *may* be required to provide an appropriate statement from his
33 or her physician that confirms the side effects of the medication.

34
35 **Self-Identification** - Employees who voluntarily self-identify that they may be impaired
36 due to drug or alcohol use may be referred to the referral services listed in this policy.
37 Employees are not disciplined for announcing impairment due to drug or alcohol use, but
38 will be disciplined for showing up to work while impaired.

39
40 Employees are encouraged to voluntarily seek assistance before drug or alcohol-related
41 performance problems result in disciplinary action.

42
43 **Supervisory Responsibilities** - Supervisors *are not called upon to diagnose* the reasons
44 behind inappropriate behavior or performance. Supervisors who are concerned that an
45 employee's performance and/or inappropriate behavior *may be* the result of illegal use of

1 drugs or alcohol, are expected to consult with the Human Resources Director regarding
2 contacting an appropriate referral agency and/or action to be taken. Examples of
3 performance problems may include, but are not limited to:

4
5 Absenteeism (excessive sick leave, repeated unexcused absences, excessive tardiness);

6
7 On-the-job absenteeism (excessive absence from work station; excessive trips to water
8 fountain or rest room)

9 Unsafe behavior (readily preventable/unexplainable accidents, needless risks, disregard for
10 safety);

11
12 Lowered job efficiency (work requires greater effort, missed deadlines, increased errors,
13 loss of interest, poor decision making);

14
15 Confusion (difficulty recalling instructions, increased difficulty in handling complex
16 assignments);

17
18 Erratic work patterns (alternate periods of high and low productivity, inconsistent quality);

19
20 Reporting to work in an obviously abnormal condition such as slurred speech,
21 disorientation, drunken behavior, withdrawal, drowsiness, constricted pupils, nausea, mood
22 swings, increased alertness, violent.

23
24 Problematic interpersonal relations (over-reaction to real or imagined criticism, wide mood
25 swings, increased irritability, unreasonable resentment, increased complaining); and
26 abnormal behavior (inappropriate personal appearance, borrowing money from co-
27 workers)

28
29 **Employee Responsibilities** - Employees with questions or concerns about substance
30 dependency or abuse are encouraged to discuss these matters with their supervisor or with
31 the Human Resources Director to receive assistance or referrals to appropriate resources in
32 the community.

33
34 If after a positive Drug and/or Alcohol test result and/or self-identification it is
35 determined that the employee requires assistance and possible professional help, the
36 supervisor should immediately speak with the Human Resources Director. The Human
37 Resources Director will then facilitate the employee's entrance into an appropriate
38 referral program.

39
40 If it is determined that the employee needs emergency assistance (for example, the
41 employee is expressing thoughts or behaviors of suicide or is unable to function), the
42 supervisor should contact the Human Resources Department immediately during normal
43 business hours.

1 Under no circumstances should a supervisor send an impaired employee home in the
2 employee's own car. A family member or LCC Security Office should be contacted or
3 to pick up the impaired employee.
4

5 Employees with drug or alcohol problems that have not resulted in, and are not the
6 immediate subject of, disciplinary action may request approval to take Leave Without
7 Pay. Leave may be granted if the employee agrees in writing to abstain from use of the
8 problem substance, abides by all LCC policies, rules, and prohibitions relating to
9 conduct in the workplace; and if granting the leave will not cause LCC any undue
10 hardship.

11
12 Employees with questions on this policy or issues related to drug or alcohol use in the
13 workplace should raise their concerns with their supervisor or the Human Resources
14 Director without fear of reprisal.
15

16 **Consequences of Violating the Drug Free and Drug and Alcohol Testing Policy -**
17 Compliance by all employees with the terms and conditions of this policy is a
18 condition of continued employment with Luna Community College.
19

20 Any acts in violation of this policy are inconsistent with Luna Community College's
21 interest, and any employee who violates this policy will be subject to immediate
22 disciplinary action, up to and including termination of employment.
23

24 Evidence of use, sale, or possession of prohibited drugs may be reported to the
25 appropriate law enforcement agencies.
26

27 **Enforcement of Policy** - Luna Community College requests that every employee
28 comply voluntarily with this policy for his/her own health and safety, for the safety of
29 others, and the good of Luna Community College. Due to the importance of this
30 policy, LCC will take steps to ensure that it is followed. These steps will include, but
31 are not limited to, the following:
32

33 The following Notice will be posted at all times where employees work or report to work,
34 informing employees and others of the Drug Free Workplace and Drug Testing Policy.
35

36 An individual's refusal to submit to a test will preclude employment with LCC.
37 No prospective employee will be asked to submit to testing unless an offer of
38 employment is forthcoming. An offer of employment by LCC, however, is
39 conditioned on the prospective employee testing negative for drugs and alcohol.
40 Prospective employees will be asked to sign a *Drug Testing Consent Form*, which is
41 attached to this policy and will receive a copy of Drug Free Workplace and Testing
42 Policy.

43 LCC retains the right to test employees randomly and/or after any accident involving
44 employees, clients or LCC property.

1 **Assistance Available** - Recognizing that employees with alcohol or drug-related problems
2 may require professional help, LCC provides assistance through referrals for any employee
3 who wants to seek confidential counseling.
4

5 Without disclosing the reason, employees may contact the Human Resources Department
6 (454-2502 extension 1063) to obtain the current referral phone numbers, or the employee
7 may contact the referrals directly.

8 **Employee Referral Programs**

9

10 *Alcoholism And Drug Abuse Helpline..... 505-425-3577*

11

12 *Alcoholism And Drug Abuse After Hours Helpline..... 800-432-2159*

13

14 *Alcoholism/Drug Abuse Treatment Referrals..... 800-996-3784*

15

16 National 24-Hour Help And Referral

17

18 *Las Vegas Samaritan House..... 505-425-6333*

19

20 *Las Vegas Medical Center Suicide Intervention 505-454-2100*

21

22 *Toll Free..... 800-466-5970*

23

24 Hot Springs Blvd., Las Vegas, New Mexico 87701

25

26 *Victory Outreach Ministries..... 505-445-7063*

27

28 **Attachment:**

29

30 **Consent And Release Agreement Not To Sue and Indemnify Form.**

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**LUNA COMMUNITY COLLEGE
CURRICULUM SIGNATURE SHEET**

New Course: _____ Course Revision: _____

Course ID: _____

Course Name: _____

Originating Faculty Member Date

Department Director Date

Dean for Academic Affairs Date

Distance Learning Director Date

Curriculum Committee, Chair Date

Curriculum Committee, Vice Chair Date

MASTER SYLLABUS

LUNA COMMUNITY COLLEGE

_____ New _____ Date

_____ Revision _____ Date

1. DISCIPLINE: _____
2. COURSE ID NUMBER:
3. COURSE TITLE:
4. COURSE CREDITS
5. TOTAL SEMESTER HOURS: _____ Lecture _____ Non-Lecture
6. GRADING METHOD: (Check one)
Letter Grade ____ S/U Grade _____
7. PREREQUISITE:
8. CO-REQUISITE:
9. ADVISORY:
10. CATALOG DESCRIPTION:
11. STUDENT LEARNING OUTCOMES: (Use measurable outcomes only)
12. COURSE CONTENT: (Instructional topics or units)
13. MULTIPLE METHODS AND DELIVERY OF INSTRUCTION: Instructor-initiated learning strategies. A paragraph **must** be written by the instructor for classroom instruction **for all** courses.

14. ASSESSMENT METHODS: (Measurements of learning outcomes. **Check those that apply, and describe in detail the style and content.**)

- _____ Quizzes
- _____ Written Assignments
- _____ Midterm Examination
- _____ Essay Examination
- _____ Objective Examination
- _____ Reports
- _____ Projects
- _____ Mathematical Problem-Solving Exercises
- _____ Non-Mathematical Problem-Solving Exercises
- _____ Skills Demonstration
- _____ Final Examination
- _____ Other

15. RECOMMENDED TEXTBOOK (S):

ISBN:

16. OTHER REQUIRED SUPPLIES AND MATERIALS:

Type the following appropriate names:

Prepared by: _____

Department Director: _____

Dean For Academic Affairs: _____

Distance Learning Director: _____

Date of Curriculum Committee Meeting:

Approved _____ Disapproved _____ Tabled _____

1
2 **NEW COURSE PROPOSAL**
3 **LUNA COMMUNITY COLLEGE**

4
5 Date of Proposal _____

6 Course ID Number _____ Course Name _____

7 Effective Semester _____ Year _____

8 1. Describe the need for this course. (e.g., past enrollment trends, advisory
9 committee recommendations, survey data results, program review
10 recommendations.

11
12 2. List similar courses at LCC in the same or other disciplines.
13 How is this course different from these courses?

14
15 3. Is the course intended for transfer: Yes _____ No _____

16 4. Is this course part of an Associate Degree program? Yes _____ No _____

17 Elective _____ General Education _____ Major Requirement _____

18 5. Is the course vocational? Yes _____ No _____
19 If yes, has an Advisory Committee been involved? If yes, state the name(s) of the
20 Advisory Committee(s) and the date of the last meeting. _____

21
22 6. Is the course part of a Certificate Program? Yes _____ No _____
23 If yes, state the certificate name: _____
24 Required _____ Elective _____

25
26 7. Method(s) of Instruction for this course:

27 _____ Classroom _____ Distance Learning

28 _____ Direct Study

29 Attach method(s) of instruction sheet to this form.
30 Obtain signature of Distance Learning Director if this course is being offered
31 other than in the classroom.

32
33 8. Special room or space requirements: Yes ___ No ___

34 (e.g., number of stations, safety regulations prescribed by law, special facilities,
35 etc.) If yes, will this require extra costs? _____

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42

9. Support Equipment Requirements: Yes ___ No ___
New Software Required Estimated Cost \$_____
Library Resources: Adequate ___ More needed ___
Equipment Resources: Adequate ___ Need new or updated equipment

10. Attach a course outline.

Type Originating Faculty Member Name Date

Type Department Director Date

Dean for Academic Affairs Date

