



# Support Staff Policy & Procedure Manual

Adopted 10/10/06



**Support & Professional Staff  
Policy and Procedure Manual**

**Revised 2006**

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1 *Staff Manual*

2  
3 ***PART I: GENERAL CONSIDERATION***

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  
15 serving the changing needs of its student population and the surrounding  
16 communities. Its mission is to provide comprehensive education, preparations for  
17 relevant employment, and opportunities for life-long learning. The guiding  
18 principles of LCC are:  
19
- 20 • Prepare students for employment in entry-level positions through a broad range of  
21 vocational, technical, and professional education programs.
  - 22
  - 23 • Enhance job effectiveness and continue training and keeping up with changes in  
24 every job market and technology.
  - 25
  - 26 • Assist students in gaining equitable accessibility to education opportunities.
  - 27
  - 28 • Provide continuing education and community service to northeastern New  
29 Mexico.
  - 30
  - 31 • Offer certificates and Associate of Arts and Applied Science degrees.
  - 32
  - 33 • Promote transfer of credits between institutions of higher education.
  - 34
  - 35 • Educate students regarding intellectual, psychological, philosophical, and social  
36 issues that address human experience, namely: critical thinking/problem solving,  
37 cultural diversity, intra/interpersonal skills, and ethical responsibilities.
  - 38

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

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 have been developed to guide  
7 institutional focus and activity. To monitor institutional progress toward achieving those  
8 goals, performance indicators and corresponding performance measures that parallel the  
9 goals have also been 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 The Professional and Support Employee Handbook shall be interpreted in such manner as  
2 to be consistent with current interpretation of law by the courts of the United States and  
3 the State of New Mexico.

4  
5 The Board of Trustees will ratify the Professional and Support Employee Policy and  
6 procedures, and the president and the administrative staff of Luna Community College  
7 will implement the policies and procedures and coordinate their application among all  
8 entities and personnel of LCC.

### 9 10 **Amendment Procedures**

---

11  
12 These personnel policies, procedures, and practices, are subject to review annually in  
13 order to maintain legal compliance, and operational effectiveness. The historical  
14 background, mission, goals and objectives will be amended as required. The Professional  
15 and Support Employee Policies and Procedures will be posted on the LCC Website, and a  
16 hard copy located at the Learning Resource Center and at the Human Resource Office.

17  
18 Amendments may be enacted by the Board of Directors, or proposed by the President,  
19 Academic Dean, Chief Financial Officer, or Professional and Support Employee Policy  
20 and Procedure Standing Committee. Proposed amendments shall be presented to all  
21 Department Directors, Chief Financial Officer, Academic Dean, and President. The  
22 President shall propose amendments to the Board of Trustees. Upon ratification by the  
23 Board of Trustees, the Professional and Support Employee Policies and Procedures will  
24 become effective on the date of ratification. The complete process can be obtained from  
25 the Human Resource Office.

## 26 27 **PART II: PERSONNEL**

### 28 29 **Affirmative Action Plan**

---

30  
31 Luna Community College demonstrates and is committed to support and uphold  
32 the principles of equal employment opportunity and affirmative action in all its  
33 employment policies and practices, including recruiting, hiring, compensation,  
34 performance evaluation, benefits, transfers, training, promotions, layoff and other terms  
35 and conditions of employment. LCC requires that all these practices be administered  
36 without regard to race, color, creed, religion, ancestry, national origin, age, disability,  
37 gender, armed forces veteran, sexual orientation or marital status.

38  
39 It is the responsibility of each member of LCC management, to ensure compliance with  
40 equal employment opportunity and affirmative action policies in all aspects of  
41 employment and in all LCC matters. It is the duty of every LCC employee to create a job  
42 environment that is conducive to our equal employment opportunity and affirmative  
43 action policies.

44 The Director of Human Resources has been assigned the responsibilities for the  
45 coordination, direction, and enforcement of LCC's EEO and affirmative action policies  
46 and programs.

1 **Procedures**

2  
3 **Affirmative Action Plan:** In compliance with federal regulations regarding affirmative  
4 action, the Human Resources Director will analyze relevant statistical information  
5 including regional labor availability and workforce composition for the LCC Main  
6 Campus and all Satellites. The LCC Human Resources Director will establish goals to  
7 alleviate any identified under-utilization of minorities and women; identify affirmative  
8 action strategies; and develop reasonable timetables to achieve these goals. This  
9 information will be documented in an annual affirmative action plan, reviewed by the  
10 LCC President and presented to the LCC Board of Trustees.

11  
12 **Recruitment And Selection:** LCC’s designated Human Resources staff will oversee  
13 recruitment and selection systems to ensure compliance with equal employment  
14 opportunity and affirmative action policies in an effort to recruit and identify qualified  
15 minorities, women, armed forces veteran, and disabled individuals. LCC utilizes  
16 recruitment resources such as colleges, schools, Department of Labor, and organizations  
17 representing women, minorities, armed forces veteran, and the disabled, to attract  
18 qualified individuals. All solicitation advertisements must state that LCC is an equal  
19 employment opportunity employer.

20  
21 **Management Training:** As part of LCC's Professional Development Plan, supervisory  
22 and management staff will be provided with on-going training and technical assistance on  
23 the various EEO laws, affirmative action, and the Americans with Disabilities Act.

24  
25 **Job Description Review:** LCC’s designated Human Resources staff will conduct  
26 periodic job description reviews for the basic job descriptions to confirm essential job  
27 functions and to verify that the qualification requirements are job related and consistent  
28 with business necessity. Staff and supervisors will review job descriptions prior to each  
29 evaluation period and create a summary of additional duties as assigned.

30  
31 **Equitable Compensation:** LCC will provide equal pay for equal work to ensure that  
32 individual compensation is based upon the job held and the experience of the individual  
33 within the job.

34  
35  
36 **Employment Practices:** All LCC employment practices will be created in accordance  
37 with equal employment opportunity and affirmative action polices and without regard to  
38 race, color, creed, religion, ancestry, national origin, age, disability, gender, armed forces  
39 veteran or marital status.

40  
41 **Employee Training Opportunities:** On-the-job training programs, as well as other  
42 training and educational programs that LCC offers will be made available to all  
43 employees without regard to race, color, creed, religion, ancestry, national origin, age,  
44 disability, gender, or marital status. Appropriate steps will be taken to encourage  
45 minority, female and disabled employees to increase their skills and job potential through  
46 participation in available training and educational programs.

1 **EMPLOYEE DESIGNATION**  
2

---

3 The term, “Professional, Executive and Administrative Staff”, refers to personnel holding  
4 positions classified as “exempt” under the Fair Labor Standards Act as amended. Exempt  
5 employees are not entitled to overtime/compensatory time-off work under the specific  
6 provisions of the federal and state law. Examples are positions such as directors,  
7 managers, accountants, system analysts, supervisors and counselors. There are three types  
8 of professional, executive and administrative employees: regular, temporary and  
9 occasional. The individual may work either full-time or part-time in any category.

10  
11 Professional, Executive and Administrative personnel shall be considered a part, and an  
12 arm, of the total management of the Institute. Such personnel shall be expected to spend  
13 the time and intellectual energy necessary to fulfill their responsibilities, while at the  
14 same time, serving to provide exemplary models for student and other employees, setting  
15 and maintaining the highest standards, and providing leadership to all other employees.

16  
17 The professional recognition implied above shall include the fact that a professional  
18 position must be recognized more in terms of the functions that need to be fulfilled as  
19 opposed to working hours. Thus employees in the categories of professional, executive,  
20 administrative, and support services, may sometimes need to attend to Institutional  
21 functions outside of regularly scheduled working hours, without additional compensation.

22  
23 The term, “Support Staff,” refers to personnel holding positions classified as “non-  
24 exempt” under the Fair Labor Standards Act, as amended. Non -exempt employees  
25 are entitled to overtime/compensatory time-off work under the specific provisions of the  
26 federal and state law. Examples are positions such as secretarial, clerical, maintenance,  
27 and service workers. There are three types of support employees: regular, temporary and  
28 occasional. The individual may work either full-time or part- time in any category.

29  
30 **Professional Support and Regular Support Employees**

---

31  
32 **Regular Employee Definitions**

---

33  
34 **Regular Full-Time:** An employee hired for indefinite time scheduled to work 40 hours  
35 or more per week over a minimum period of twelve (12) months per year.

36  
37 **Regular Part-Time:** An employee hired for an indefinite time, scheduled to work for  
38 less than 40 hours per week over a minimum of twelve (12) months per year.

39  
40 **Multiple Positions**

41 An employee working two (2) regular part-time positions totaling 40 hours or more per  
42 week will be considered a regular full-time employee. If the total hours normally worked  
43 are less than 40 hours, the employee will be considered regular part-time.

44  
45 An employee-working regular part-time and temporary part-time will be considered a  
46 regular part-employee.

1 **Temporary Employee Definitions**

---

2  
3 **Temporary Employee Definitions**

4  
5 Temporary positions are those created and filled to satisfy a short term, particular need  
6 and are of limited duration. It is not the intent that temporary positions be used to fill  
7 regular vacancies.

8  
9 **Temporary Full Time :** An employee hired for a work week of 40 hours for a limited  
10 period of time with a designated ending date. Normally, the limited period of time does  
11 not exceed twelve months. Exceptions must be requested through the Human Resource  
12 Office and approved by the President.

13  
14 **Temporary Part-Time:** An employee hired in a work week of less 40 or more hours for  
15 a limited period of time with a designated ending date. Normally, the limited period of  
16 time does not exceed twelve (12) months. Exceptions must be requested through the  
17 Human Resources Office and approved by the President.

18  
19 **Multiple Extensions:** An employee working for two (2) temporary part-time positions,  
20 totaling 40 hours or more per week, will be considered a temporary full-time employee. If  
21 the total hours normally worked are less than 40, the employee will be considered  
22 temporary part-time.

23  
24 **Changes from Temporary to Regular**

---

25  
26 Changes from Temporary Full- Time to Regular full time occur for two different reasons:

- 27
- 28 • When a temporary position becomes a regular position, the position is considered  
29 a new position and shall be treated consistent with polices governing new  
30 positions or vacancies. The position will be treated as a new regular full time  
31 position. The incumbent may apply, and if selected benefits will become effective  
32 the date the incumbent assumes duties as a regular employee.
  - 33  
34 • When a regular position has a temporary full-time employee and the position is  
35 advertised as vacant the incumbent as well as the general public may apply for the  
36 position. Those who meet the general qualifications will be considered for the  
37 position.
- 38

39 **Supplemental Contract**

---

40  
41 A Supplemental Contract may be utilized for temporary assignment for employment  
42 activities done outside of the employees regular work schedule.

1 **Specialized Assignment:** an assignment that is not part of the routine work week due to  
2 an extra work load. A Specialized Assignment will cause the employee to multi-task, and  
3 will be assigned to exempt employees only.  
4  
5

## 6 **Equal Employment Opportunity**

---

### 7 8 **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

### 23 **Human Resources Director Responsibilities**

24  
25 The Human Resources Director is responsible for formulating, implementing,  
26 coordinating, and monitoring all efforts in the area of equal employment opportunity.  
27

#### 28 **The Human Resources Director is responsible for:**

29  
30 Assisting LCC management in collecting and analyzing employment data;  
31

32 Developing policy statements, required affirmative action programs, and recruitment  
33 techniques designed to comply with the equal employment policies of LCC;  
34

35 Complying with various statutory record keeping and notice requirements or  
36 employment-related statutes and regulations; administering LCC's applicant tracking  
37 system and compiling data for required EEO reports;  
38

39 Preparing, if required by state or federal law, an annual review and summary of LCC's  
40 affirmative action programs and submitting the results achieved under these programs to  
41 the President and LCC Board of Trustees;  
42

43 Assisting supervisory personnel in arriving at solutions to specific personnel problems;  
44

45 Serving as liaison between LCC and government agencies, equal employment  
46 opportunity organizations, and other community groups;

1 Keeping management informed of the latest equal employment opportunity  
2 developments; and

3  
4 Responding promptly to and investigating employees' complaints or inquiries regarding  
5 on-the-job discrimination.

6  
7 **Supervisors Equal Employment Opportunity Responsibilities**

8  
9 Creating and maintaining a work environment free of discrimination and harassment;

10  
11 Investigating promptly complaints of discrimination or harassment within their respective  
12 departments;

13  
14 Reporting discrimination and harassment complaints to LCC's Director of Human  
15 Resources; and

16  
17 Taking corrective action to prevent prohibited conduct from reoccurring.

18  
19 **Employees Equal Employment Opportunity Responsibilities**

20  
21 Respecting the rights of their coworkers and avoiding discriminatory or harassing  
22 conduct.

23  
24 **Equal Employment Opportunity Communication**

25  
26 Regarding this Equal Employment Opportunity Policy, LCC will communicate to its  
27 employees through Federal and State government nondiscrimination posters that are  
28 displayed in conspicuous locations in all LCC facilities. As well, a LCC's EEO and/or  
29 AAP Policies are addressed in new employee orientation.

30  
31 Notices, advertisements, forms, job descriptions, and other specifications relating to  
32 employment shall not indicate any preference, limitation, or discrimination based on race,  
33 color, religion, gender, age, national origin, citizenship status, disability, or status as a  
34 disabled veteran or veteran of the Vietnam Era. All employment advertisements placed  
35 by LCC or its contract recruiters must include the phrase: "*LCC is An Equal*  
36 *Employment Opportunity Employer.*"

37  
38 **Complaint Procedure**

39  
40 Employees who have been subject to prohibited discrimination or harassment should  
41 immediately report the incident to their supervisor, or to the Director of Human  
42 Resources. Complaints are investigated immediately and handled as confidentially as  
43 possible. LCC ensures that employees following this complaint procedure will be  
44 protected against retaliation.

1 Any reported violations of EEO law or this policy are to be investigated. Supervisors or  
2 employees found to have engaged in discriminatory conduct or harassment are subject to  
3 immediate disciplinary action, up to and including termination of employment.  
4  
5

### 6 ***PART III: EMPLOYMENT POLICIES AND PRACTICES***

7

#### 8 ***Employment of Full-Time Personnel***

---

9  
10 Appointments shall be made for the period of time required in the instructional program  
11 or operating division.  
12

- 13 • There shall be no commitment expressed or implied to renew the appointment of  
14 any employee beyond the expiration date of the appointment. If no expiration date  
15 is given in a person's appointment, the expiration date shall be the last day of the  
16 fiscal year unless otherwise stated in writing.  
17
- 18 • The procedure for announcement, interview, and selection of employees by the  
19 College shall be as follows for the employment of full- time personnel:  
20
- 21 • The President must approve the filling of the position before any opening may be  
22 announced. The request should identify the availability of the budget for the  
23 position, a position description, the minimum qualifications for the position, a  
24 justification for the position, and the intended date of hire.  
25
- 26 • Each proposed announcement shall include a brief job description which shall  
27 also include the minimum qualifications required for the job.  
28
- 29 • The position opening shall be announced by posting on the bulletin board near the  
30 Human Resources Office and the LCC website for a period of not less than 5  
31 days. Time permitting, the position may also be announced with appropriate  
32 agencies in appropriate publications. Each announcement shall contain a closing  
33 date for consideration of applications.  
34
- 35 • Only persons who apply for the listed position shall be considered for the  
36 position. All qualified applicants who apply within the time specified in the  
37 position announcement shall be considered. A record of each application received  
38 shall accompany the final recommendation. Based on application forms received  
39 for the posted position, up to five applicants who have the best qualifications shall  
40 be given the opportunity to be interviewed.  
41
- 42 • The final recommendation for employment shall include consideration of the  
43 College's equal employment opportunity statement and affirmative action plan.  
44 The applicants interviewed shall be ranked based on interview and qualifications.  
45

- 1 • The President shall be responsible for evaluating the qualified applicants  
2 presented by the interview committee and for conferring with the appropriate  
3 department chairman or program supervisor.
- 4
- 5 • Only the President or his official designee shall be authorized to approve an  
6 employment offer.
- 7
- 8 • The Board will ratify all regular positions hires.
- 9
- 10 • When a position is filled, the unsuccessful applicant for the job shall be notified  
11 by mail.
- 12

### 13 ***Temporary Appointments***

---

- 14
- 15 • Whenever necessary, part-time and temporary positions at the College may be  
16 filled on a temporary basis at the discretion of the President with consultation  
17 with the affected divisions. Benefits will not be provided for temporary positions.
- 18
- 19 • A part-time or temporary position may be offered to a person who has previously  
20 held the same or equivalent position with the College provided a waiver of  
21 announcement is approved by the President.
- 22
- 23 • A part-time or temporary position may be offered to a person who is a student at  
24 the College provided a waiver of announcement is approved by the President.
- 25
- 26 • Appointments to part-time employment shall not be construed to indicate any  
27 commitment to a full-time position or to extend beyond the period of the initial  
28 terms of employment.
- 29

### 30 ***New Position Or Job Vacancy***

---

31  
32 Any newly created position or job vacancy is subject to the provisions of this policy.  
33 Reclassification or upgrading of an existing position is not considered a new position or  
34 vacancy. Department Directors will prepare a request to fill a vacant position. The  
35 president will approve the position to be posted.

### 36 37 38 ***Recruiting Applicants***

---

39  
40 The Human Resources Office accepts applications and recruits applicants for vacancies.  
41 Regular employees may apply for any posted position by contacting the Human  
42 Resources Office.

1 ***Employment Interviews***

---

2  
3 Before any applicants shall be interviewed for positions, such applicants must have been  
4 processed through the Human Resource Office. Regular full-time employees will be  
5 granted time off with pay to attend job interviews scheduled during works hours for any  
6 position. Employees should notify their supervisors in advance of such interviews so that  
7 appropriate arrangements can be made.  
8

9 ***Pre- Employment Testing for Support Employees***

---

10  
11 The College will give only validated pre- employment tests (i.e., typing tests for  
12 clerical/secretarial applicants, physical functional capacity tests for Physical Plant  
13 Department employees, etc.) to be administered by the Human Resources Office, its  
14 authorized designee or contractor.  
15

16 ***Probationary Period Of Employment***

---

17  
18 All professional and support employees hired into a regular position are hired on a  
19 probationary basis for the first twelve (12) calendar months. Professional and support  
20 employees serving a probationary period will be evaluated at the end of four (4), eight (8)  
21 and twelve (12) month periods. Evaluations will be discussed with the employee. An  
22 employee may be terminated during the probationary period without cause or recourse.  
23 Promotion or transfer requests during an employee’s probationary period is discouraged.  
24 An employee who is promoted or transferred during the probationary period is considered  
25 to be in a new position. During the probationary period an employee may be reduced to  
26 part-time, temporary, any combination thereof, or may be terminated without recourse to  
27 grievance procedures and/or appeals within the Institution.  
28  
29

30 ***Travel and Moving Expenses***

---

31  
32 LCC customarily does not reimburse travel and moving expenses of newly hired,  
33 promoted, or transferred faculty. Such expenses are solely the responsibility of the  
34 affected employee.  
35

36 ***Age Limitations***

---

37  
38 Normally the college does not employ persons under the age of 16 years. The President  
39 must approve any exceptions. Applicable federal and state laws will be complied with in  
40 all circumstances. Persons employed under the age of 16 must have a workers permit  
41 from the Department of Labor.  
42

43 **Employment of Relatives**

1 ***Definition***

---

2  
3 Relatives are members of a person’s immediate family, defined as anyone related by  
4 consanguinity or affinity within the third degree, or a member of the person’s household,  
5 and includes, for example, parents, grandparents, spouse, natural parent of the person’s  
6 child(ren) whether or not married to the employee, in-laws, children, step children,  
7 grandchildren, or siblings. Employment of relatives is acceptable with the limitations  
8 specified below.  
9

10  
11 ***Acceptable and Non- Acceptable Employment of Relatives***

---

12  
13 No individual may be employed where who is a relative or a partner in a consensual  
14 relationship with the immediate supervisor of the position, nor may any individual who is  
15 a member of the immediate family of the line supervisor of any position be employed  
16 without the advance approval of President. No individual may be employed in the same  
17 department where one of the members of his/her immediate family holds supervisory  
18 rank or has authority to recommend hiring. If there is a change in the family relationship  
19 or the rank which would violate the above polices, the work relationship between the  
20 lower employee changing rank, etc., and the employee member of his/her immediate  
21 family must be corrected within ten (10) working days by the transfer, resignation, or  
22 discharge of one or more of the employees so related, provided always, that the employee  
23 whose action is not responsible for the development of the nepotistic work relationship  
24 shall not be penalized for the development of the same.  
25  
26  
27

28 ***Procedure for Change of Employee Personnel Status***

---

29  
30 The Human Resources Office should be notified of any change in the personal status of  
31 an employee. These changes may include name, address, etc. The following changes  
32 require the employee’s signature for authorization and the employee will be responsible  
33 to contact the Human Resources Office for such change:  
34

- 35 Withholding (Exemptions):
- 36 Group Medical Benefits and Life Coverage;
- 37 Personal Deductions (saving bonds, credit union, annuities, etc);
- 38 Bank Deposits

39 Any other factors relative to the personal circumstances or status of the employee which  
40 may affect the individual employee’s right, interest or qualification for any employee  
41 benefit, obligation, or option.  
42

43 ***Notice of Renewal/Non-Renewal***

---

1 The Board of Trustees will consider re-employment of all staff on or before the end of  
2 that academic year. Written notice of Board action for renewal or non- renewal will be  
3 provided as soon as it is known but no later than the end of the academic year. Failure to  
4 provide notice by the end of the academic year will have the effect of re-employment of  
5 the staff member for the next year.  
6

### 7 ***Formal Evaluation Process***

---

8  
9 Department Directors will be provided a schedule for evaluation from the Human  
10 Resources Department approved by the President. A self-evaluation will be conducted by  
11 each employee and submitted to his or her immediate supervisor. Immediate supervisors  
12 will compare comments and ratings with goals and objective and job description  
13 established at the beginning of the rating period. The Self Evaluation will need to be  
14 signed by both the evaluator and the employee. The supervisor will provide a supervisor  
15 evaluation and establish new goals and objectives that are measurable immediately after  
16 the evaluation review. Department Directors will submit a list of recommendations for  
17 Renewal and Non-Renewal of Staff to the Academic Dean. The Academic Dean will  
18 provide input and submit recommendations to the President. The President will provide  
19 recommendations to the Board of Trustees for final approval.  
20

### 21 ***Work Schedule***

---

22  
23 With the approval of the President, supervisors may change each schedule based on the  
24 needs and requirements of the work unit. Supervisors may also require an employee to  
25 work on an unscheduled day in place of a scheduled day within the same work week, in  
26 which case the unscheduled day worked shall be treated as a modified work schedule.  
27 Employees who are not regular full-time employees and are designated as “hourly  
28 employees” shall work as needed.  
29  
30

### 31 ***Work Day***

---

32  
33 **Normal Work Day:** For a full time position the normal work day shall consist of eight  
34 hours, five (5) days per week, Monday through Friday, from 8:00 am, to 5:00 pm, with a  
35 sixty (60) minute lunch period from 12:00 pm to 1:00 pm, for a total of forty (40) hours  
36 worked per week.  
37

38 **Modified Work Days:** With the approval of the President, upon application of the  
39 Director of the requesting Department, the application shall contain a work scheduling  
40 plan whereby the responsibilities of such Department are addressed in a comprehensive  
41 fashion, and which application must be presented to the Office of Finance and  
42 Administration for compliance review and fiscal impact assessment. Such modified work  
43 schedules shall only be approved where appropriate during the period from the end of the  
44 Spring Semester to the commencement of the Fall Semester each year.  
45

1 **Work Week:** The work week shall be defined as consisting of a continuous period  
2 beginning on Monday at 12:01 am, through Sunday and ending at 12:00 am.

### 3 4 **Attendance and Tardiness**

---

5  
6 It is the responsibility of the supervisor to assure their employees attend to their duties in  
7 accordance with established LCC policy. It is the College's fiduciary responsibility to  
8 assure that public funds are not inefficiently expended. Therefore, LCC will address  
9 attendance and tardiness problems.

### 10 11 **Meal Periods**

---

12  
13 Employees are allowed meal periods which are normally 60 minutes in duration. Mid-day  
14 meal periods are ordinarily taken from 12pm to 1pm. Supervisors may modify meal  
15 schedules based on the needs and requirements of the work unit.

### 16 17 **Holidays**

---

18  
19 This policy describes which holidays the College observes, which employees are eligible  
20 for holiday pay and compensation and which employees must work on the stated  
21 holidays. Faculty should refer to the approved *Staff Calendar* for holidays observed  
22 during the respective academic contract period.

### 23 **Eligibility:**

24 Only regular full-time or regular part-time employees, working twenty (20) or more  
25 hours per week, are eligible to be paid for holidays. Part-time employees working more  
26 than twenty (20) hours per week may be eligible to receive pay for holidays, if approved  
27 by the President of the College. Occasional employees are not eligible for annual leave.

### 28 **Holidays Observed:**

29 The following holidays are observed by the College:

- 30 • Martin Luther King Day
- 31 • Good Friday
- 32 • Easter Monday
- 33 • Memorial Day
- 34 • Independence Day
- 35 • Labor Day
- 36 • Thanksgiving Day
- 37 • Day after Thanksgiving
- 38 • Winter break - The specific days observed as the holiday period are  
39 announced in the approved yearly calendar. Approved calendars are  
40 available in the Human Resources Department.

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

6  
7 When the time an employee is on leave includes a paid holiday, the holiday hours are not  
8 charged against the leave.

### 9 10 **Special Circumstances Regarding Holidays**

11  
12 Because of the nature of certain jobs, supervisors may require employees to work on  
13 holidays. Each employee affected should be advised that this alternate holiday schedule  
14 is a condition of employment. In addition, to meet departmental needs, an employee may  
15 be required to work a holiday. In these situations, supervisors will need the approval of  
16 the President of the College and should give employees as much notice as possible

17  
18 Supervisors will assign employees to work holidays in a fair and reasonable manner,  
19 taking into consideration the needs of the College, availability, and willingness of  
20 employee/s. An employee who refuses to work a holiday may be subject to disciplinary  
21 action.

22 Dependent on the employee's exemption status and project assignment, compensation for  
23 any inconvenience wherein an employee is required to work on a holiday, may be paid  
24 accordingly for the hours worked on the holiday/s, as approved by the President of the  
25 College.

## 26 ***PART IV: DISCIPLINE***

### 27 **Employee Conduct and Progressive Discipline**

---

#### 28 **Employee Conduct**

29  
30 It is Luna Community College (LCC) Policy that certain rules and regulations regarding  
31 employee behavior are necessary for efficient business operations and for the benefit and  
32 safety of all employees. Conduct that interferes with operations, discredits the College, is  
33 in violation of College policy, is unsatisfactory or is offensive will not be tolerated.  
34 Employees are expected at all times to conduct themselves in a positive and professional  
35 manner and to promote the best interests of the College.

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

#### 41 42 **Management Rights and Approval For Corrective Disciplinary Actions**

1 The President of the College retains the right in accordance with Federal and State laws  
2 and approval of the LCC Board of Trustees to exercise control and direction over the  
3 Institute and its operations including the following:

4  
5 To direct employees of the Institute; to hire, promote, transfer, assign, and retain  
6 employees or remove employees and to suspend, demote, dismiss, or take other  
7 disciplinary action against employees; to maintain the efficiency of the operations  
8 entrusted to the administration.

9  
10 To determine the methods, means and personnel by which such operations are to be  
11 conducted.

12  
13 To take whatever actions may be necessary to carry out the functions and mission of the  
14 Institute and maintain uninterrupted service to its employees, students and community  
15 members in situations of emergency.

16  
17 Supervisors may take corrective disciplinary action with an employee under his/her  
18 authority when such disciplinary action ***does not*** have an immediate effect on the  
19 employee's employment status, compensation or benefits, i.e., demotion, suspension or  
20 dismissal of employment as defined in this Policy.

21  
22 **Prohibited Conduct**

23  
24 It is the duty and the responsibility of every employee to be aware of and abide by  
25 existing LCC rules and regulations. It is also the responsibility of the employee to  
26 perform his/her duties to the best of his/her ability and to the standards as set forth in  
27 his/her job description or as otherwise established, and to request additional instruction  
28 when needed.

29  
30 Employees engaging in the following behavior(s), which is *not an all-inclusive list*, may  
31 be subject to disciplinary action as well as immediate demotion, suspension or dismissal  
32 of employment:

- 33
- 34 • Consuming alcoholic beverages while on duty, except at approved LCC functions,  
35 or the possession or consumption of illegal drugs while on duty.
  - 36
  - 37 • Reporting for work under the influence of alcohol or illegal drugs.
  - 38
  - 39 • Deliberate or careless conduct endangering the safety of self or other employees,  
40 including the provoking of, or instigating a fight or assaulting another individual  
41 during working hours or on LCC property
  - 42
  - 43 • Engaging in acts of insubordination including, but not limited to, refusing to  
44 follow management's instructions concerning a job-related matter.
  - 45
  - 46 • Excessive tardiness or absenteeism.

- 1 • Failing to report to work punctually at the assigned times, or failing to be at the  
2 proper workstation ready for work as scheduled, or leaving assigned work area.  
3
- 4 • Failure to report for work without giving the employee's supervisor or appropriate  
5 department Director advance notice of absence. Employees are required to contact  
6 his/her supervisor 2-hours in advance of an unexpected absence such as an illness  
7 unless the employee's supervisor and/or Director require additional advance  
8 notice.  
9
- 10 • Gambling on the employer's premises during working hours.  
11
- 12 • Immoral or indecent conduct on LCC property.  
13
- 14 • Inattentiveness to work, neglect of duties, leaving assigned work area, or  
15 developing a personal project during working hours without authorization from  
16 appropriate supervisor(s).  
17
- 18 • Intentionally falsifying or altering any LCC record or report, such as an  
19 application for employment, a medical report, a production record, a time record,  
20 a financial record, an absentee report, or a shipping and receiving record.  
21
- 22 • Intimidating, abusive, threatening, or coercive treatment of another individual  
23 while on duty or on LCC property.  
24
- 25 • Knowingly admitting an unauthorized person or persons into any locked or  
26 restricted building or area of the campus.  
27
- 28 • Playing malicious or dangerous pranks or practical jokes, or engaging in  
29 horseplay.  
30
- 31 • Posting unauthorized materials on walls or bulletin boards, defacing, or removing  
32 authorized material from bulletin boards.  
33
- 34 • Sexual harassment or discriminatory statements or actions.  
35
- 36 • Sleeping while on duty.  
37
- 38 • Smoking in prohibited areas.  
39
- 40 • Theft, intentional destruction, or defacing of the LCC's, another employee or  
41 student's property.  
42
- 43 • Using profanity or abusive language.  
44

- 1 • Vending, soliciting, or collecting contributions on LCC's time or premises  
2 without prior appropriate authorization from the LCC President.  
3
- 4 • Violation of a safety rule or practice.  
5
- 6 • Violation of LCC policies and/or procedures.  
7
- 8 • Wearing clothing inappropriate for the work being performed.  
9

### 10 **Progressive Discipline Definition**

11  
12 The purpose of this policy is to provide employees the opportunity to improve job  
13 performance and comply with College and departmental policies and procedures.  
14 Discipline in its literal sense is training that corrects, molds, or improves job-related  
15 performance or behavior.

16  
17 Discipline should be progressive in nature so that the College imposes the least severe  
18 action necessary to correct undesirable behavior and moves to increasingly severe  
19 measures only if the problem is not corrected.

20  
21 With the exception of demotion, suspension or dismissal of employment, the primary  
22 objective of discipline is to correct, not punish, the employee.  
23

24 There are no set formulas or rules that will apply to all situations as to the proper  
25 disciplinary step to take. Each disciplinary action will depend upon the nature and  
26 severity of the offense and the related circumstances. In order for discipline to be  
27 effective and correct employee behavior, it must have certain fundamental characteristics  
28 and the discipline must be progressive.  
29

30 Working with Human Resources: Supervisors are required to work closely with the  
31 Human Resources Director during any disciplinary action. The Human Resources  
32 Director facilitates employees and supervisors in complying with standard practices, and  
33 also ensures that LCC remains in compliance with LCC, State and Federal mandates.  
34 The Human Resources Director is available to meet with all employees and supervisors  
35 who become involved in disciplinary situations.  
36

37 Equitable Treatment: A supervisor is required to apply Progressive Discipline to each  
38 employee in a similar manner. Each disciplinary problem is unique and requires that the  
39 disciplinary process be flexible in order to select the most appropriate course of action. It  
40 is important not to overlook the principle of equity or fairness.  
41

42 This principle requires that employees in similar circumstances should be treated in a  
43 similar manner. Equity does not mean the supervisor should always impose the identical  
44 disciplinary action for the same offense. Disciplinary action does not have to be identical  
45 to be "fair".  
46

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

5  
6 Another component of equitable treatment is the principle of past practice. By definition,  
7 past practice is a reasonably uniform response to a recurring situation over a substantial  
8 period of time, which has been recognized, implicitly or explicitly, and in situations  
9 where the contract language is ambiguous. It is significant to note that a past practice may  
10 be established on a College wide basis, confined to a division or department, or limited to  
11 an operation or small group of employees.

12  
13 Timeliness of the Disciplinary Action: There is no universally accepted rule on this point;  
14 however, it is expected that the disciplinary action should be administered *as soon as*  
15 *possible after the problem occurs or is discovered*. As a rule of thumb, it should not take  
16 more than ten (10) working days to complete an investigation and administer the  
17 appropriate disciplinary action after the incident or after the supervisor learns about the  
18 incident. If more time is needed, the employee should be informed that an investigation is  
19 still underway and provide a date by which a decision will be made.

## 20 21 **Progressive Discipline Process**

22  
23 *Essential Elements of Each Step* - At each step in the disciplinary process, the supervisor  
24 must insure that the following actions occur.

25  
26 The supervisor initiating discipline is responsible for **documenting all actions** on the  
27 Counseling And Discipline Form attached to this policy. Dependent on the  
28 circumstances and potential liability issues, the Human Resources Director is  
29 available to provide guidance prior to initiating a disciplinary action.

30  
31 Conduct a thorough investigation and make certain that the facts show that the  
32 employee violated an LCC policy and/or procedure **prior** to disciplining the  
33 employee. As facts are gathered, witnesses (if applicable) are questioned and  
34 evidence reviewed, the investigation must be well documented, including dates,  
35 times, names of the employees questioned and the information they provided.

36  
37 Dependant on the circumstances and step in the disciplinary process, it is  
38 recommended that a member of management be asked to witness the disciplinary  
39 action being taken.

40  
41 Provide opportunity for the employee to request a witness during the investigative  
42 and disciplinary meeting(s) as well as in any follow up meeting. Allow the employee  
43 the opportunity to explain what happened. The action taken may vary depending on  
44 the employee's explanation.

1 Clearly identify the problem and attempt to insure the employee understands the  
2 violation discussed. Regardless of the particular disciplinary measure being imposed  
3 as part of progressive discipline, it is vital at each step that the supervisor effectively  
4 communicate to the employee the nature of the problem, the consequences of the  
5 employee's actions, expectations, and a warning that more serious discipline will  
6 follow if the problem is not corrected.

7  
8 Clearly explain to the employee the expected behavior. With the employee's input, a  
9 decision is made about what the employee needs to do to correct the problem. The  
10 solution to the problem should be described in specific terms and goals, and timelines  
11 established.

12  
13 Follow up by the supervisor at the time specified in writing to determine if the  
14 problem has been corrected or if further disciplinary action is warranted.

15  
16 At every step of the process, inform the employee that if they do not agree with the  
17 disciplinary action they have the right to utilize the LCC Part VI: Problem Resolution  
18 and Grievance Policy of this Staff Manual.

19  
20 The President of the College is *the only individual* with the authority to approve a  
21 recommendation to demote, suspend or dismiss an LCC Employee.

22  
23 **Witness:** When the supervisor schedules a meeting to discuss a problem at any step  
24 in this process, the supervisor shall inform the employee that he/she is allowed to  
25 have witnesses present. In the event the employee elects to have a witness present,  
26 the employee may only select a current LCC employee who does not **act** in a  
27 Management capacity. If the employee elects not to have a witness present, the  
28 supervisor will notate on the appropriate disciplinary form that the employee declined  
29 to have a witness present.

30  
31 Role of the Witness: The witness is present to verify what was said or seen and may  
32 take notes for the employee. The witness *does not serve in an advice-giving role*; the  
33 witness is not allowed to represent the employee in any capacity other than to take  
34 notes and witness the meeting for the employee.

35  
36 **Step 1: Oral Warning/Counseling Session:** The supervisor will meet with the  
37 employee (and witnesses if applicable) in a private location and make certain that the  
38 infraction committed is made clear to the employee. It is imperative that supervisors  
39 describe the problem in specific, unbiased terms and provide an exact timeframe for  
40 correcting the problem.

41  
42 The supervisor is required to ensure that the employee understands the nature of the  
43 problem and how the problem affects the operation of LCC. The Supervisor shall  
44 inform the employee that it is an Oral Warning/Counseling Session and that there will  
45 not be a written record of the Oral Warning/Counseling Session placed in the  
46 employee's official personnel file at this point in the process. At this step in the

1 process, the consequences may be stated, as “*failure to correct the performance*  
2 *problem will lead to further disciplinary action*”.

3  
4 **Step 2: Written Warning:** If an employee does not correct the problem within  
5 the specified timeframe or the problem progresses in nature, the supervisor may  
6 proceed to a formal Written Warning.

7  
8 The supervisor will meet with the employee (and witnesses if applicable) in a private  
9 location and make certain that the infraction committed is made clear to the  
10 employee. It is imperative that supervisors describe the problem in specific, unbiased  
11 terms and provide an exact timeframe for correcting the problem. The Written  
12 Warning informs the employee of the potential consequences if the problem is not  
13 resolved. The written warning will accompany all necessary documentation, which  
14 defines for the employee what he/she must do in the future.

15  
16 The supervisor shall communicate what will happen if the problem is not corrected  
17 and how the progressive disciplinary policy works. The supervisor shall  
18 communicate that failure to correct the problem may result in more severe discipline,  
19 up to and including suspension with or without pay, demotion or dismissal of  
20 employment.

21  
22 The Supervisor shall inform the employee that it is a Written Warning and that there  
23 will be a written record of the discipline placed in the employee’s official personnel  
24 file.

25  
26 **Step 3: Demotion or Suspension:** When an employee has not corrected the  
27 problem within the specified timeframe at Step 2, Demotion or Suspension might be  
28 necessary. ***Prior*** to a Demotion or Suspension being considered or imposed the  
29 Supervisor, Department Director, with the assistance of the Director of Human  
30 Resources, must receive approval from the President of the College.

- 31
- 32 • A demotion in position may result in a decrease in pay in accordance with the  
33 LCC compensation structure.
  - 34
  - 35 • A suspension may be with or without pay, and its duration may vary  
36 depending on the circumstances. A suspension involves the temporary  
37 removal of the employee from the work place for a specified period of time.
  - 38
  - 39
  - 40 • The employee may not accrue vacation and sick leave benefits during a non-  
41 working, non-paid period of time. Again, the purpose of this disciplinary step  
42 is to correct the identified problem. A suspension is the strongest warning to  
43 the employee that the problem is, indeed, extremely serious, and it is the last  
44 opportunity the employee has to correct the problem.
  - 45
  - 46 • The length of the suspension is determined by the supervisor, Human  
47 Resources Director and approved by the President and generally ranges from

1                   one (1) to five (5) working days. A suspension longer than five (5) working  
2                   days may be imposed in certain cases.  
3  
4

5                   **Step 4: Termination of Employment:** If the employee has failed to correct the  
6                   problem in Step 1, Step 2 or Step 3, in this process, this is the time to consider  
7                   termination of employment. Termination of employment is the final step in the  
8                   progressive disciplinary process and obviously is not corrective.  
9

10                  In any situation serious enough to justify termination of employment, the President of  
11                  the College and Human Resources Director are to be contacted *prior* to taking any  
12                  action. The Supervisor, Human Resources Director and President will review the  
13                  documentation to verify that there is just cause for termination of employment and  
14                  that the employee has been afforded due process. *Only the President of the College*  
15                  *has the authority to approve a termination of employment.*  
16

17                  **The Pre-Disciplinary Hearing:** In circumstances where LCC is contemplating,  
18                  Suspension Without Pay, Demotion or Termination of an employee, the employee  
19                  shall be afforded a pre-disciplinary hearing.  
20

21                  Notice of the time, place and alleged charges shall be given to the employee at least  
22                  5-days prior to the pre-disciplinary hearing by certified return receipt mail or by  
23                  courier that requests signature upon delivery to the employee.  
24

25                  At this meeting, the employee may elect to have a representative in attendance to  
26                  witness the explanations by LCC and the employee regarding the reasons and  
27                  circumstances of the contemplated demotion, suspension without pay or termination  
28                  of employment.  
29

30                  A Hearing Officer appointed by the President of LCC shall conduct the hearing. At  
31                  such hearing, the employee shall have the right to be represented by counsel, to  
32                  present witnesses, evidence and otherwise defend against the proposed discipline.  
33                  With approval from the President, the Hearing Officer shall provide the employee  
34                  with the final decision of the disciplinary action taken during the scheduled hearing.  
35

36                  If the employee does not respond to the notice or attend the scheduled pre-disciplinary  
37                  hearing, LCC will consider the employee to have voluntarily resigned their position  
38                  with LCC.

39                  **Post-Disciplinary Hearing** –If the employee is dissatisfied with the decision made  
40                  by the Hearing Officer at the pre-disciplinary hearing, the employee has the right to  
41                  appeal the decision to the LCC Board of Trustees within ten (10) working days of  
42                  receipt of the Hearing Officer’s decision, an appeal is made timely filing a Notice of  
43                  Appeal with the Presidents office which shall be made within 10 days of the pre-  
44                  disciplinary hearing.  
45

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

6 **Further Appeals:** If the employee is dissatisfied with LCC Board of Trustees  
7 decision as provided above in this Policy, the employee may appeal to the District  
8 Court as may be provided by law.  
9

## 10 ***PART V: TERMINATION***

### 11 ***Termination of Employment***

---

12  
13 Each termination must be categorized as falling within one of the following six (6)  
14 official types of terminations.

#### 15 16 **Deceased**

17  
18 Final compensation will be provided to the beneficiary named in the NMPSIA, and as  
19 otherwise provided by law.  
20

#### 21 **Termination**

22  
23 Terminated after corrective discipline has failed or the seriousness of conduct or situation  
24 so warrants.

#### 25 **Layoff**

26  
27 Terminated because of reduction in force due to lack of funds, work, or other compelling  
28 reasons.  
29

#### 30 **Release**

31  
32 Termination at the end of temporary employment.  
33

#### 34 **Relieved**

35  
36 Terminated during the twelve (12) month probationary period. Probationary employees  
37 may be terminated at any time prior to completion of the probationary period, without  
38 cause or recourse.  
39  
40  
41  
42  
43

1 **Resignation**

- 2
- 3 • **Employee’s request:** A written resignation must be submitted to the employer as
- 4 soon as possible and no less than two (2) weeks prior to the effective date of
- 5 proposed separation.
- 6
- 7 • Employee walks off job.
- 8
- 9 • Employee verbally informs his/her superior or higher authority that he/she quits,
- 10 or similar language.
- 11
- 12 • Is absent for two (2) consecutive workdays without permission except when an
- 13 emergency situation precludes giving notice. Workdays are considered consecutive
- 14 even when broken by normal non- working days such as holidays or weekends.
- 15
- 16 • Fails to return to work within the prescribed time limits following a leave for
- 17 Extended Illness, Injury, or Personal Reasons.
- 18
- 19
- 20

21 **Notice of Termination**

---

22

23 All layoff and/or termination cases should have prior consultation with the Human

24 Resources Office.

25

26

27 ***PART VI: GRIEVANCE PROCEDURES***

28

29 **Problem Resolution and Grievance Process**

---

30 Luna Community College, is committed to providing the best possible working

31 conditions for its employees and encouraging an open and frank atmosphere in which

32 any problem, complaint, suggestion, or question receives a timely response from

33 supervisors and management.

34

35 The College is committed to providing equal employment opportunity for all persons,

36 regardless of race, color, religion, gender, age, marital status, national origin, citizenship

37 status, disability, or veteran status. Equal opportunity extends to all aspects of the

38 employment relationship, including hiring, transfers, promotions, training, terminations,

39 working conditions, compensation, benefits, and other terms and conditions of

40 employment.

41 The College complies with federal and state equal employment opportunity laws and

42 strives to keep the workplace free from all forms of discrimination, including sexual

43 harassment. LCC considers harassment in all forms to be a serious offense which will not

44 be tolerated.

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

3  
4 LCC recognizes that in any employee group, personnel problems will occasionally arise.  
5 It is usually in the best interest of both the College and the employee to resolve such  
6 problems as soon as possible at the lowest possible administrative level.

7  
8 In order that employees may be assured fairness in the consideration of such problem(s),  
9 a process of appeal and review, without prejudice, to higher levels of authority has been  
10 established. Employee problems or concerns regarding rules or regulations, working  
11 conditions, personnel practices, and the application of personnel policies should be  
12 addressed in the process established in this policy.

13  
14 If an employee disagrees with a work-related matter, problem or condition alleging that  
15 there has been a violation of policies and practices or applicable state or federal law, rule  
16 or regulation, the employee can express their concern through the problem resolution  
17 procedure.

18  
19 Not every problem may be resolved to everyone's satisfaction, but only through  
20 understanding and discussion of mutual problems can employees and management  
21 develop confidence in each other. This confidence is important to the operation of an  
22 efficient and harmonious work environment and helps to ensure everyone's job security.

23  
24  
25  
26 **Grounds for a Grievance**

27  
28 Prejudicial or capricious decisions in the evaluation of an employee's performance  
29 resulting in a below standard or below average overall evaluation.

30  
31 Acts of threat or intimidation or harassment. Sexual harassment complaints should also  
32 refer to the LCC's Sexual Harassment Policy.

33  
34 Arbitrary or other actions, which have an adverse impact on the employee. Adverse  
35 impact exists when a personnel procedure has a disproportionately negative impact on a  
36 legally protected group, such as ethnic minorities, women, and employees age 40 and  
37 over.

38  
39 Violation of employee rights such as discrimination on the basis of National Origin,  
40 Race, Religion, Age, Gender, and Disability.

41  
42 Any action by LCC where the employee believes that such action was unjust, inequitable  
43 or affected a term or condition of the employee's employment.

1 **Grievance Procedures**

2  
3 When an employee believes that a condition of employment or a decision affecting the  
4 employee is unjust or inequitable, he/she is encouraged to make use of the following  
5 procedures. *The employee may voluntarily discontinue the grievance process at any step;*  
6 *this should be done in writing and submitted to the appropriate LCC management*  
7 *personnel.*

8  
9 Timely raising of grievances is important to the early resolution of problems. Failure to  
10 submit the grievance within specified time frames disqualifies the grievant's claim.

11  
12 The written grievance must include the following information:

- 13  
14 • Name, Position Title, Department of Grievant  
15 • Name, Position Title of Grievant's Supervisor  
16 • Date Grievance was filed, description of the specific problem or dispute. List  
17 specific grounds for grievance, and the policy which the grievant believes has  
18 been violated;  
19 • Describe the direct and adverse effect that the specific problem or dispute has had  
20 on the grievant,  
21 • The grievant is required to propose a resolution and/or corrective action to the  
22 situation and state the reason why the desired resolution is appropriate.  
23  
24  
25  
26

27 **Grievance Steps**

28  
29 **Step 1:**The employee presents the problem to their immediate supervisor within 5  
30 working days after the incident or matter giving rise to the grievance occurs. The  
31 employee should attempt to resolve the problem *informally by discussing* it with the  
32 employee's immediate supervisor. In situations where the employee's supervisor is not  
33 available or the employee believes the situation cannot wait until their supervisor is  
34 available or the problem would be inappropriate to discuss with their immediate  
35 supervisor, the employee may discuss the problem with the Human Resources Director or  
36 another member of LCC's Management personnel.  
37

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

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

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

1 **Step 2:**If the matter is not resolved to the employee's satisfaction that Step 1, the  
2 employee may submit their issue to the second level of review.  
3

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

8 The Director will respond in writing to the employee with a copy to the Director of  
9 Human Resources, within five (5) working days from the date of receiving the  
10 employee's written grievance.  
11

12 **Step 3:**If the problem is not resolved to the employee's satisfaction at Step 2 of the  
13 process, the employee may take the matter to a third level of review.  
14

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

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

24 Dependent on the circumstances, The Human Resources Director may also opt for review  
25 by the Employee Advisory Committee, whether or not the employee requests it.  
26

27 The Advisory Committee will consist of *no more* than two unbiased employees, which  
28 shall be selected impartially by the Human Resources Director.  
29

30 The Human Resources Director will respond in writing to the employee with a copy to  
31 the President within five (5) working days of receiving the grievance.  
32

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

40 The President will make a decision and notify the employee in writing of the disposition  
41 of the matter within five (5) working days of the employee's request to review the  
42 grievance.  
43

- 44 • The President's decision may include, but is not be limited to, the following:
- 45 • Dismissal of the charge;
- 46 • Reduction on any recommended sanctions;
- 47 • 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 may permit the parties involved in the grievance to present their claims and defenses.
- To uphold the President's decision;
- To reverse or amend 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.

#### **Additional Provisions for 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 or abandoned.

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.

Failure or refusal to cooperate with a campus investigation, or interfering with an investigation including retaliation or reprisals against participants in an investigation, may be grounds for disciplinary action up to and including termination of employment.

# 1 *Sexual Harassment*

---

## 2 3 **PHILOSOPHY**

4  
5 Luna Community College is an academic community which seeks to foster the fullest  
6 development of peoples' abilities and aspirations. The mission of Luna Community  
7 College can be realized only in an atmosphere of civility, mutual trust, and respect.  
8 Actions which diminish such an atmosphere shall not be condoned and tolerated.  
9

## 10 **PURPOSE**

11  
12 The purpose of this policy is to inform all Luna Community College students and  
13 employees that sexual harassment is **illegal** and that the College will not tolerate sexual  
14 harassment of its students or employees, nor will the College tolerate unprofessional  
15 conduct which leads to sexual harassment. The College intends, first, to deter sexual  
16 harassment through the posting of the policy on the LCC Website and publishing the  
17 policy. Secondly, by implementing corrective action for those individuals who disregard  
18 this policy. Employees are cautioned that retaliatory actions directed toward persons  
19 initiating complaints is unacceptable conduct. The College will provide appropriate  
20 educational materials and programs related to understanding and implementing this  
21 policy for students and employees.  
22

## 23 24 **DEFINITIONS**

25  
26 *Sexual Harassment* Sexual harassment may be used to describe a wide range of  
27 behavior between students, between employees, or between students and employees.  
28 These behaviors are described in the Equal Employment Opportunity Commission  
29 guidelines below. For students, the references to "employment" or "work" in the EEOC  
30 guidelines include the entire range of academic and non-academic functions of the  
31 college community.  
32

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

42 In determining what conduct constitutes sexual harassment, the question shall be  
43 determined from the perspective of a reasonable person of the gender and position of the  
44 person filing the complaint.  
45

1 Consistent with principles of academic freedom, course content and teaching methods  
2 remain the province of individual faculty members. At the same time, faculty members  
3 shall refrain from classroom, clinical and related etc behavior that unnecessarily focuses  
4 attention on sex characteristics.

5  
6 **Related Unprofessional Conduct:** Relationships between a student and an individual  
7 with professional responsibility for that student deserve particular attention. A college  
8 employee with professional responsibility for a student has real or potential power and  
9 authority over that student in a variety of roles including but not limited to instructor,  
10 academic advisor, student organization advisor, work study supervisor, counselor,  
11 committee member, etc. To ensure that employees shall not abuse that power, no  
12 employee shall have engaged in, shall engage in, or shall solicit an amorous or sexual  
13 relationship (consensual or otherwise) with a student:

- 14
- 15 1) who is enrolled in a class being taught by the employee;
- 16 2) whose academic work is being supervised by the employee or;
- 17 3) who is a member of a college group which is supervised or advised by the  
18 employee.
- 19

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

25  
26 **Facts about Sexual Harassment:** Sexual harassment is a form of sex discrimination  
27 that violates Title VII of the Civil Rights Act 1964.

28  
29 Sexual harassment can occur in a variety of circumstances, including but not limited to  
30 the following:

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

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

44  
45 When investigating allegations of sexual harassment, LCC will look at the whole record:  
46 the circumstances, such as the nature of the sexual advances, and the context in which the

1 alleged incidents occurred. A determination of the allegations is made from the facts on a  
2 case-by-case basis.

3  
4 Prevention will be the first avenue to eliminate sexual harassment in the workplace. LCC  
5 will take steps necessary to prevent sexual harassment from occurring. Employees will  
6 be trained, and informed that sexual harassment will not be tolerated. They can do so by  
7 establishing an effective complaint or grievance process and taking immediate and  
8 appropriate action when an employee complains.

9  
10  
11 ***RESOLUTION***

12  
13 Any employee who is made aware of a complaint shall notify immediately the Human  
14 Resources Director who will notify the President. In the cases of formal complaint there  
15 will then be an investigation conducted with sensitivity to all involved and with as much  
16 confidentiality as possible.

17  
18 ***CONFIDENTIALITY***

19  
20 The confidentiality of all parties involved in a sexual harassment charge shall be strictly  
21 respected insofar as it does not interfere with the LCC's legal obligations to investigate  
22 allegations of misconduct and to take corrective action.

23  
24 ***SEXUAL HARASSMENT COMPLAINT PROCEDURE***

25  
26 Informal Procedures: Any job applicant or employee of LCC may bring questions about  
27 procedure, seek informal advice or present a complaint to the Human Resource Office.

28  
29 The party submitting a complaint must originate and sign a written complaint alleging a  
30 breach of the above regulations. This complaint must be completed within fifteen (15)  
31 working days of the occurrence of objectionable behavior. Unless the party submitting  
32 the complaint files a written complaint within fifteen (15) days alleging a breach of the  
33 above regulations, LCC shall not be required to take further action on behalf of the party  
34 submitting a complaint of alleged misconduct.

35  
36 Once a written complaint has been alleged, the Human Resources Department will:

- 37  
38 1) Act as a mediator;  
39 2) Facilitator and consult confidentially with the person who the complaint has  
40 been directed toward in order to call the objectionable behavior to that  
41 person's attention;  
42 3) Conduct an informal sexual harassment investigation.

43  
44 Employees charged with supervision authority who receive a verbal or written complaint  
45 of sexual harassment or who have actual knowledge of a violation of this policy will  
46 within five (5) working days of obtaining this knowledge report the same to the Human

1 Resource Department. Except in an emergency, investigation of a complaint shall be  
2 made only after consultation with the Human Resources Department.

3  
4 **Formal Procedures:** The complainant will meet with a Human Resources Department  
5 contact person who will receive the complaint. The complainant must provide a signed  
6 and dated statement including a description of the alleged offensive behavior and the  
7 requested action. The contact person will encourage the complainant to provide a Sexual  
8 Harassment Complaint Form. The complainant will be advised that the alleged offender  
9 will receive a copy of the complaint. A formal letter will be provided to the alleged  
10 offender that a formal investigation has begun and the alleged offender will be directed  
11 to not engage in any retaliatory behavior against the complainant. The letter shall be  
12 hand delivered or sent certified to the alleged offender’s mailing address marked  
13 “Confidential”. Copies of the letter and complaint will be sent to the complainant, the  
14 President, and Supervisor as appropriate.

15  
16 ***INVESTIGATION UNDER FORMAL COMPLAINT PROCESS***

17  
18 The President, in consultation with the Academic Dean will appoint an investigator, or  
19 investigators. Generally the Human Resource Department will conduct the investigation  
20 to include one male and one female.

21  
22 The investigation will be conducted as promptly as possible without compromising  
23 thoroughness. The investigator(s) will meet separately with the complainant and the  
24 alleged offender. The investigator (s) will request information about the alleged  
25 incident(s) and will seek information from individuals who might know about the  
26 incident (s) or other information helpful to the investigation.

27  
28 If in the course of the investigation other allegations surface against the individual being  
29 investigated, which may themselves constitute sexual harassment or related  
30 unprofessional conduct, the investigator(s) shall notify the alleged offender of these  
31 allegations, in writing, and the individual will be given an opportunity to respond to these  
32 allegations before the investigator (s) submit their report and statement of findings. The  
33 investigators shall take notes on meetings they have with principals and witnesses. If  
34 principals and/or witnesses elect to have counsel present at the meetings, LCC reserves  
35 the right to have counsel present also.

36  
37 At the conclusion of the investigation, the investigator (s) will send a copy of their  
38 findings and investigative reports to the LCC Counsel before submitting the final report  
39 to the President. If the President determines that the final report is thorough and  
40 complete, he/she will disband the investigation and forward the report to the Human  
41 Resources Department. After the report and findings are accepted, the HR Director will  
42 send a copy of the report and findings to the complainant, the alleged offender, and other  
43 appropriate persons.

44  
45 If the President finds the report to be incomplete or does not concur with the findings,  
46 she/he may send the report back for further investigation.

1 If there are no findings of sexual harassment or related unprofessional conduct, the  
2 President will send letters to the alleged offender and the complainant informing them of  
3 the results of the investigation. No materials pertaining to the complaint will be placed in  
4 the personnel file or student file in such an instance. The Human Resource Director will  
5 retain the only record of the formal complaint in a locked designated file.

6  
7 If there is a finding of sexual harassment or related unprofessional conduct, the report  
8 will be forwarded to the President who will send the report to the LCC Attorney,  
9 Academic Dean and HR Director and the Offender. The President, Academic Dean, HR  
10 Director with consultation with the LCC Attorney will discuss the appropriate  
11 disciplinary action to be taken if any. The HR Director will send the offender a notice  
12 outlining the proposed discipline being contemplated. If the offender is a student, the  
13 Academic Dean and the ACCESS Director will initiate appropriate disciplinary  
14 procedures.

15  
16 The complainant will be informed in writing of the conclusions of the case and  
17 documentation of the case and a record of the disciplinary action taken will be placed in  
18 the offender's file.

19  
20 There will be instances when an individual may choose not to make either a formal or  
21 informal complaint, but LCC may choose to follow-up on a concern with either an  
22 informal or formal process or a formal complaint.

## 23 24 25 ***EDUCATION***

26  
27 In developing an atmosphere of mutual trust and respect, LCC will provide educational  
28 programs that will work toward the elimination of offensive behavior. In these programs,  
29 LCC will:

- 30  
31  Make available to all employees and students copies of this policy and the  
32 procedures for implementation of the policy;
- 33  Periodically distribute materials that define harassment and explain the rights and  
34 responsibilities of individuals under the policy;
- 35  Provide students , faculty and staff with information and learning experiences to  
36 heighten awareness of the issues and of the College's expectations;

37  
38 LCC will continue to support, monitor and revise the educational programs as we work  
39 toward the goals of eliminating sexual harassment and related unprofessional conduct and  
40 enhancing mutual trust and respect.

## 41 42 ***RIGHTS AND PENALTIES***

43  
44 Any person who violates this policy shall be subject to prompt and firm disciplinary  
45 action as determined by LCC. Such discipline may range from reprimand to termination.

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

2  
3 Employees may be held personally liable for participation in or condoning sexual  
4 harassment.

5  
6 Any employee of LCC shall not refuse to cooperate in the investigation of a sexual  
7 harassment complaint, but the employee may assert whatever testimonial or evidentiary  
8 privileges that may be available to the employee by law.

9  
10 If the circumstances of the complaint warrant, LCC may take necessary action to alleviate  
11 the situation while the complaint is being resolved as outlined in this policy.

12  
13 No employee or student who files a complaint in good faith shall suffer retaliation for  
14 filing the complaint. The college shall take necessary action to assure that there is no  
15 retaliation against persons who file complaints in good faith.

16  
17  
18  
19 ***BAD FAITH OR FRIVOLOUS COMPLAINTS***

20  
21 Thus policy shall not be used to bring frivolous or malicious complaints. Disciplinary  
22 action shall be taken against any person bringing a sexual harassment complaint in bad  
23 faith.

24 ***PART VII: BENEFITS***

25 ***Annual Leave***

---

26  
27 As per New Mexico Statute: Public funds shall not be expended for the purpose of  
28 paying compensation to any faculty member or employee of a state higher educational  
29 institution for any period of absence from his assigned duties with such state higher  
30 educational institution unless the period of absence:

- 31
- 32 A. is a holiday or vacation period established in the published calendar of the  
33 institution;
  - 34 B. comes within the official sick leave or annual leave policies promulgated by  
35 the regents of the institution;
  - 36  
37 C. is approved by a designated administrative authority according to procedures  
38 established for this purpose by the regents.
- 39  
40

41 **Annual Leave:** The College recognizes the value of providing employees with paid  
42 annual leave. Annual leave provides the employee an opportunity to relax for a  
43 period and to return to the job with renewed interest and vitality. The College  
44 encourages employees to take annual leave each year

1 Professional and Support Staff earn, accrue, use, and are paid for annual leave  
2 according to the provisions of this policy.

3

4 **Eligibility:** Regular full- and regular part-time Professional and Support Staff who work  
5 twenty (20) hours or more per week are eligible to receive paid annual leave. Part-time  
6 employees working more than twenty (20) hours per week may be eligible to receive pay  
7 for holidays, if approved by the President of the College. Occasional employees are not  
8 eligible for annual leave.

9

10 **Annual Leave Accruals:** Eligible employees earn annual leave each pay period during  
11 time actually worked and during paid sick leave or annual leave time, holidays,  
12 and paid leave of absence. Annual leave is not earned during an unpaid leave of  
13 absence. New employees' annual leave accruals start at date of hire. Leave  
14 taken, which exceeds accruals will be charged to Leave Without Pay (LWOP).

15

16

17

18

19

20

Employees accrue annual leave as indicated in the chart below:

Full-Time (40 hours per week)		
<i>Years of Employment</i>	<i>Hours Per Month</i>	<i>Hours Per Pay Period</i>
Years One and Two	7 hours	3.5 hours
Year Three or More	10 hours	5 hours
Part-Time (20 – 39 hours per week)		
<i>Years of Employment</i>	<i>Hours Per Month</i>	<i>Hours Per Pay Period</i>
Years One and Two	3.5 hours	1.75 hours
Year Three or More	5 hours	2.5 hours

21

## 22 **Scheduling Of Annual Leave**

23 While annual leave is normally scheduled according to the employee's wishes, the  
24 College reserves the right to schedule an employee's annual leave in accordance with the  
25 needs of the College.

26 Employees must request and receive approval of leave in advance from their immediate  
27 supervisor. Failure to request and receive approval in advance may be grounds for denial  
28 of the leave. However, it is recognized that in certain situations, an employee may not be  
29 able to request leave in advance, and the supervisor should give such a request fair and

1 reasonable consideration. If an employee requests leave for a future date in anticipation  
2 of accruing the required leave, any approvals given are contingent on the employee  
3 having accrued the necessary leave before taking leave.

4 Annual leave is normally taken in full-day or half-day units, but may be taken in half-  
5 hour increments. Annual Leave shall not exceed two (2) weeks and one consecutive leave  
6 time. An employee who has exhausted sick leave benefits may use accrued annual leave.

7 Employees will retain unused annual leave upon transferring from one department to  
8 another. Employees that are paid through special projects wherein employment is  
9 contingent upon yearly funding are encouraged to exhaust accrued annual leave prior to  
10 transferring to another department.

### 11 **Carryover of Unused Annual Leave**

12 **Maximum Annual Leave Accruals:** An employee's unused leave balance may not  
13 exceed the following maximum limits.

<b>Type of Employee</b>	<b>Maximum Accrual Hours/Days</b>
Full-Time	240 hours/30 days
Part-Time	120 hours/15 days

14

15 If an employee's Full-Time Equivalency (FTE) decreases and the employee has accrued  
16 leave hours above the maximum allowed for his or her new employment status, the  
17 employee will be paid for the excess hours at the time of the reduction in FTE.

### 18 **Records Of Annual Accrued Leave**

19 It is the duty and responsibility of every employee to document and present to the  
20 immediate supervisor any and all time used as annual leave. The immediate supervisor  
21 shall be held accountable for all leave used by employees reporting to him/her. **The**  
22 **College will take corrective disciplinary action with an employee and/or supervisor**  
23 **if leave is utilized and not documented.**

24 Leave requests, with appropriate signatures, date of leave, time/s of leave, and number of  
25 hours are to be submitted to the Human Resources Department within the pay period in  
26 which leave is taken. Annual Leave will be adjusted every month. However, if the  
27 accrual exceeds 240 hours the adjustment will be conducted June 30<sup>th</sup> allowing  
28 employees to use their leave before the end of the fiscal year. The Human Resources  
29 Department keeps official leave records for the College. Each department should also  
30 maintain internal records of each employee's leave, however, reports are available, if  
31 requested by the department supervisor, from the Human Resources Department.

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

3 **Annual Leave Upon Separation Of Employment**

4 Upon separation, employees will be paid for unused annual leave credits not to exceed  
5 the maximum accrued annual leave allowed, based on the employee’s straight time rate  
6 of pay at the time of separation. Employees that are paid through special projects  
7 wherein employment is contingent upon yearly funding are encouraged to exhaust  
8 accrued annual leave prior to the end of funding.

9 Upon separation of employment, due to death, the estate will be paid for unused accrued  
10 annual leave, not to exceed the maximum limit.

11

12 **Procedures For Donation Of Annual Leave**

13 Supporting documents for the request to donate annual leave shall be kept confidential  
14 and shall not be subject to public inspection without the written consent of the employee.

15 The name, position title and hourly rate of the proposed leave recipient and any other  
16 information the LCC Human Resources Department may require shall be provided.

17 The Human Resources Department shall transfer the leave that the employee donates by  
18 converting the dollar value of the donor’s leave based on the donor’s hourly rate of pay to  
19 hours of leave based on the recipient’s hourly rate of pay.

20 The recipient of donated annual leave may not use the donated leave until first exhausting  
21 all accrued sick, annual and compensatory or other leave.

22 Donated annual leave shall revert to the employee(s) who donated the leave on a prorated  
23 basis when the employee on Family Medical Leave returns to work.

24 There will be no other avenue for reverting donated leave.

25 **Donation Of Annual Leave**

26 Employees may request to donate annual leave to another LCC employee when the  
27 employee has a “serious medical condition” as defined in the LCC Family and Medical  
28 Leave Policy.

29 **Personal Leave:** Each fiscal year two (2) days of regular sick leave may be used for  
30 business, personal reasons or for occasions that are not covered under the sick and/or  
31 bereavement policy stipulations. Full-time staff may utilize up to sixty-four (64) hours  
32 and part-time staff may utilize up to thirty-two (32) hours.

1 **Eligibility:** Regular full- and regular part-time Professional and Support Staff who work  
2 twenty (20) hours or more per week are eligible to receive paid personal (sick) leave.  
3 Temporary and part-time employees working more than twenty (20) hours per week may  
4 be eligible to receive pay for holidays, if approved by the President of the College.  
5 Occasional employees are not eligible for personal leave.

## 6 **Scheduling Of Personal Leave**

7 While personal leave is normally scheduled according to the employee's wishes, the  
8 College reserves the right to schedule an employee's personal leave in accordance with  
9 the needs of the College.

10 Employees must request and receive approval of leave in advance from their immediate  
11 supervisor. Failure to request and receive approval in advance may be grounds for denial  
12 of the leave. However, it is recognized that in certain situations an employee may not be  
13 able to request leave in advance, and the supervisor should give such a request fair and  
14 reasonable consideration.

15 Personal leave is normally taken in full-day units, but may be taken in half-hour  
16 increments. Leave taken, which exceeds accruals will be charged to annual leave or  
17 Leave Without Pay (LWOP).

18 Employees will retain unused personal leave on transferring from one department to  
19 another.

## 20 **Records Of Personal Accrued Leave**

21 It is the duty and responsibility of every employee to document and present to the  
22 immediate supervisor any and all time used as personal leave. The immediate supervisor  
23 shall be held accountable for all leave used by employees reporting to them. The College  
24 will take corrective disciplinary action with an employee and/or supervisor if leave is  
25 utilized and not documented.

26 Leave requests, with appropriate signatures, date of leave, time/s of leave, and number of  
27 hours are to be submitted to the Human Resources Department within the pay period in  
28 which leave is taken. The Human Resources Department keeps official leave records for  
29 the College. Each department should also maintain internal records of each employee's  
30 leave, however, reports are available, if requested by the department supervisor, from the  
31 Human Resources Department.

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

34 **Sick Leave:** The College recognizes that employees may become ill or injured and that  
35 time off with pay may be provided to protect employees during those periods. Paid sick  
36 leave may be used when an employee is unable to work because of illness, injury, or

1 medical reasons. Sick leave may also be granted to employees due to illness, injury, or  
2 medical reasons for an employee's immediate family member.

3  
4 Immediate family shall mean any person related by consanguinity or affinity with any  
5 member of the affected person's household, including, but not limited to, parent,  
6 grandparent, spouse, child, or grandchildren.

7  
8 Sick leave may not be used in the place of annual leave or for non-health related  
9 situations. For additional information regarding leave due a serious health condition refer  
10 to the LCC Family and Medical Leave Policy within this staff manual.

11  
12 **Eligibility:** Regular full- and regular part-time Professional and Support Staff who work  
13 twenty (20) hours or more per week are eligible to receive paid sick leave. Part-time  
14 employees working more than twenty (20) hours per week may be eligible to receive pay  
15 for holidays, if approved by the President of the College. Occasional employees are not  
16 eligible for sick leave.

17  
18 **Sick Leave Accruals:** Eligible employees earn sick leave each pay period during  
19 time actually worked and during paid sick leave or annual leave time, holidays,  
20 and paid leave of absence. Sick leave is not earned during an unpaid leave of  
21 absence, including when an employee is on approved Family and Medical Leave.  
22 (Reference Family Medical Leave Act Policy). New employees' sick leave accruals  
23 start at date of hire. Leave taken, which exceeds accruals will be charged to  
24 annual leave or Leave Without Pay (LWOP).

25  
26 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>
12 hours	6 hours
Part-Time (20 - 39 hours per week)	
<i>Hours Per Month</i>	<i>Hours Per Pay Period</i>
6 hours	3 hours

27  
28  
29 **Maximum Sick Leave Accruals:** Employees on full-time status may accumulate up to a  
30 maximum of 960 hours (60 days). An employee's unused leave balance may not exceed  
31 the following maximum limits.

Type of Employee	Maximum Accrual Hours/Days
Full-Time	960 Hours

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

1     **Reporting Absences Due To Illness**

2     Any illness, injury or medical reason necessitating an absence must be reported to the  
3     supervisor as early in the workday as possible. If an employee fails to inform their  
4     supervisor in a timely manner, disciplinary action may result. If an employee misses  
5     three days in a row without calling their supervisor, this will be considered a voluntary  
6     resignation from his/her position. An employee who reports their absence and utilizes  
7     three days of sick leave within a seven (7) day period must provide to their supervisor  
8     documentation by the attending physician. The physician’s statement must certify that  
9     the employee was under the doctor’s care during the period of absence and was unable to  
10    work. This documentation must be forwarded to the Human Resources Department for  
11    record keeping purposes. For leave extending beyond three days in succession, refer to  
12    the Family and Medical Leave Policy.

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

14    The College wants to avoid the risk of aggravation or re-injury when an employee is  
15    experiencing problems in performing their duties due to an illness or injury, therefore, the  
16    employee may be requested to have their physician complete an *Employee Fitness*  
17    *Assessment Form* prior to their return. This will enable the College to assess the potential  
18    risk and make any reasonable accommodations that may be required.

19    **Sick Leave Upon Separation Of Employment**

20    Upon separation, employees are not compensated for unused sick leave.

21

22    **Eligibility:** Regular full- and regular part-time Professional and Support Staff are  
23    eligible to receive paid bereavement leave. Part-time employees working more than  
24    twenty (20) hours per week may be eligible to receive pay for holidays, if approved by  
25    the President of the College. Occasional employees are not eligible for bereavement  
26    leave.

27    **Reporting Absences Due To Bereavement Leave**

28    Leave requested due to the loss of a family member as specified above must be reported  
29    to the supervisor as early in the workday as possible.

30    It is the duty and responsibility of every employee to document and present to the  
31    immediate supervisor any and all time used as bereavement leave. The immediate  
32    supervisor shall be held accountable for all leave used by employees reporting to them.  
33    The College may take corrective disciplinary action with an employee and/or supervisor  
34    if leave is utilized and not documented.

35    Both bereavement or annual leave requests, with appropriate signatures, are to be  
36    submitted to the Human Resources Department within the pay period in which leave is  
37    taken. The Human Resources Department keeps official leave records for the College.

1 Each department should also maintain internal records of each employee's leave.  
2 However, reports are available, if requested by the department supervisor, from the  
3 Human Resources Department.

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

## 6 ***Transfer Provisions***

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

## 8 ***Rehire Provisions***

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9 All former employees who are rehired will be considered new hires for purposes of  
10 computing accrued of sick leave.

## 11 ***Leave with Pay***

---

### 12 **Eligibility**

13 Regular employees, full time and part time, are eligible for leave with pay. Temporary  
14 and less and part time employees are not eligible for leave with pay. Temporary  
15 employees may be granted leave without pay.

### 16 **Practices**

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

## 22 ***Types of Leave with Pay***

---

### 23 **Closed Campus**

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

### 26 **Voting**

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

29 On election day any employee may absent himself from employment for two hours for  
30 the purpose of voting between the time of opening and the time of closing of the polls.

1 The employee shall not be liable any penalty for such absence; however, the College may  
2 specify the hours during this period in which the employee may be absent from work in  
3 order to vote.

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

#### 7 **Jury Duty and Enforced Court Attendance**

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

#### 14 **Maternity Leave**

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

#### 21 **Emergency Leave**

22 Emergency shall not exceed accumulated sick leave. All leaves under emergency shall be  
23 charged accumulated sick leave. The following shall constitute basis for the grant of  
24 emergency.

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

26 Death of a relative within the third degree of consanguinity or affinity such as an  
27 employee's spouse, child, mother, sister, brother, and grandparents will be considered for  
28 emergency leave. Exceptions to this policy may be exercised by the Office of the  
29 President or designee.

#### 30 **Reinstatement**

31 "Termination of Sick Leave Use": an employee on leave with pay is expected to return to  
32 the former position which will be held for him/her. A temporary employee may be hired  
33 to replace an employee during leave with pay.

34

1 **Leave Without Pay(LWOP)**

---

2 **General Policy**

3 The College may grant leaves without pay (LWOP) to employees due to illness, injury,  
4 personal reasons, professional reasons, professional leave, illness in family, and for other  
5 bona fide reasons.

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

10 The regulations of the Educational Retirement Board prohibit the payment of retirement  
11 contributions if the employee does not receive a salary, and payments must be  
12 discontinued during the period of LWOP.

13 **Professional Leave**

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

23 **Eligibility**

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

25 **Procedures for Obtaining LWOP**

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

31 PAN's are not required in those cases where LWOP is granted or imposed for short  
32 periods of time ( less than (5) working days), but the employee's time report to Personnel  
33 must clearly indicate LWOP for the days involved.

1 In those instances where a LWOP is not recommended and is due to an unexcused  
2 absence, the absence must also be documented (in addition to the time report) by memo  
3 to the employee with a copy to the Human Resource Department for record purposes.

#### 4 **Reinstatement**

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

10 An employee returning to work from LWOP must contact the Human Resource Office  
11 prior to the expiration of leave. An employee who fails to request reinstatement prior to  
12 the expiration of leave will be terminated his/her action considered a constructive  
13 resignation, as a resignation. Every effort will be made to reinstate an employee to the  
14 same or equivalent job and rate held at the time of LWOP.

15 If the employee's previous position is no longer available and he/she is not placed in  
16 another similar position within reasonable period, or if the employee refuses a position  
17 offered to him/her, the College has no further reinstatement obligation and the employee  
18 may then be terminated, and his/her action considered a constructive resignation as a  
19 resignation.

20 An employee returning from LWOP for extended illness, including pregnancy, or injury  
21 is required to submit a doctor's statement certifying the employee is able to return to  
22 work. No employee will be permitted to return to work without being cleared for  
23 reinstatement by the Human Resources Office.

24 Employees on LWOP for more than (30) calendar days will have their anniversary (date  
25 in current position) date adjusted by the number of days spent on LWOP. Salary  
26 increases and probationary periods will be based on the adjusted anniversary date.  
27 Supervisors must clear employees for reinstatement by processing a Personal Action  
28 Notice. Annual leave and sick leave credits do not accumulate during LWOP. Unused  
29 accumulated sick leave will be held for one year and credited to the employee's account  
30 upon reinstatement, if the reinstatement is within the one-year period. Any vacation leave  
31 balance will be paid at the date the employee is placed on LWOP. An employee  
32 reinstated fro LWOP within one year will be given credit for prior service in computing  
33 accrual rate for vacation, sick leave and other benefits.

#### 34 **Holidays:**

35

36 This policy describes which holidays the College observes, which employees are eligible  
37 for holiday pay and compensation and which employees must work on the stated  
38 holidays. Faculty should refer to the approved *Faculty Calendar* for holidays observed  
39 during the respective academic contract period.

1 **Eligibility:**

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

7

8 **Holidays Observed:**

9 The following holidays are observed by the College:

- 10 • Martin Luther King Day
- 11 • Good Friday
- 12 • Easter Monday
- 13 • Memorial Day
- 14 • Independence Day
- 15 • Labor Day
- 16 • Thanksgiving Day
- 17 • Day after Thanksgiving
- 18 • Winter break - The specific days observed as the holiday period are
- 19 announced in the approved yearly calendar. Approved calendars are
- 20 available in the Human Resources Department.

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

26

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

29

30 **Special Circumstances Regarding Holidays**

31

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

37

38 Supervisors will assign employees to work holidays in a fair and reasonable manner,  
39 taking into consideration the needs of the College, availability, and willingness of

1 employee/s. An employee who refuses to work a holiday may be subject to disciplinary  
2 action.

3 Dependent on the employee's exemption status and project assignment, compensation for  
4 any inconvenience wherein an employee is required to work on a holiday, will be paid  
5 accordingly for the hours worked on the holiday/s, as approved by the President of the  
6 College.

## 7 ***Military Leave***

---

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

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

## 21 22 23 ***Services Covered***

24  
25 Armed Served of the United States: The United States Army, Navy, Air Force, Marine  
26 Corps, and Coast Guard and their respective reserve components, New Mexico National,  
27 and its reserve components.

## 28 29 **Types of Active Duty**

30  
31 **Annual Duty for Training:** Training with the Reserve or National Guard. Such training  
32 is normally for a two (2) week or (15 day) period.

33  
34 **Special Training:** Voluntary active duty for a special purpose such as attending an  
35 Armed Forces School.

36  
37 **Local Emergency:** Active duty for individuals ordered by the President of the United  
38 States or the Governor of New Mexico.

39  
40 **National Emergency:** Extended active duty for individuals ordered by the President in a  
41 declared emergency.

42

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

## 7 8 9 **Reinstatement**

10  
11 An employee on Military leave will be reinstated to his/her original position of like  
12 seniority, status and pay. Provided he/she:

- 13
- 14 • Is released from active duty under honorable conditions.
- 15 • Is still qualified to perform the duties of such position.
- 16 • Makes application for reinstatement within 90 days calendar days after release  
17 from National Emergency, obligated or enlisted Service from hospitalization  
18 continuing after release for not more than one (1) year, or within six (6) working  
19 days after release from annual duty for training.
- 20
- 21
- 22
- 23

## 24 ***Individual Personal and Professional Development Plan***

---

### 25 26 27 28 29 **Purpose**

30  
31 The LCC Personnel Development Plan (PDP) is intended to provide employees with  
32 educational opportunities for purposes of personal and professional development, thereby  
33 improving their efficacy as employees of the College and ultimately the ability of the  
34 College to effectively perform its mission. Through the PDP, employees are reimbursed  
35 part or all expenses incurred in pursuing personal and professional development through  
36 further education.

### 37 38 **Eligibility**

39  
40 Every employee of the College is eligible and encouraged to participate in the Personnel  
41 Development Program. Some positions, such as professional and managerial positions are  
42 by which the participant constantly upgrades his/her skills and knowledge within his/her  
43 professional area. The following criteria shall be used to determine approval of proposed  
44 individual professional development plans, however, employees are directed to the LCC  
45 Personnel Development Program Manual for further information and requirements.

1 **The approval process is as follows:**

2 **1. IPDP**

3 **2. Request- Supervisor**

4 **3. President**

- 5 • Institutional Needs
- 6 • Needs within the occupational field
- 7 • Quality of the Proposal
- 8 • How well the IPDP has been developed and conceptualized in relation
- 9 to the needs above.
- 10 • Needs within the Department
- 11 • Needs of the individual

12

13

14 **Restrictions**

15

16 The proposed educational activity must meet all the criteria set forth in the LCC

17 Personnel Development Program Manual. The College provides participants with the

18 paid time off from their assigned duties and the financial assistance in order to enable

19 them to improve their credentials. Therefore, the College reasonably expects that

20 employees who have availed themselves of these opportunities will provide enhanced

21 services to the College. Consequently, participants must agree to provide services to the

22 College within their position of employment in consideration of the financial and other

23 resources accorded them by the College.

24

25

26

27 **Insurance**

---

28 **Employee Health Insurance Benefits:**

29 Employee benefits are offered through the New Mexico Public Schools Insurance

30 Authority (NMPSIA). NMPSIA was created by the Legislature in 1986 to purchase

31 insurance benefits for all New Mexico public school districts (except for Albuquerque

32 Public Schools). Employees may participate in a diversified package of insurance

33 benefits including health, dental, vision, basic term life insurance and accidental death

34 and dismemberment, voluntary term life and long-term disability. This LCC policy

35 provides a general description of the insurance benefits. For a more complete

36 explanation of the benefits and required forms contact the Human Resources Department.

37 **Eligibility And Enrollment Period:**

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

39 week, are eligible for benefits. Temporary and part-time employees working less than

40 twenty (20) hours per week are not eligible.

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

6 **Basic Term Life Insurance and Accidental Death and Dismemberment (AD&D)**  
7 **(100% Employer Paid):**

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

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

18 **Please refer to NMIPSA Program or the Human Resource Technician for**  
19 **Insurance information.**

- 20 • **Third-Party Benefits – Please see Human Resource Technician**

21 **Disclosure of Medical Information**

---

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

25 **HIPPA**

---

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

32 **Updating Information**

---

33 To make certain that the Institution's payroll information and personnel files are current  
34 and contain accurate, complete information, the Human Resources Department must be

1 notified of any changes that need to be made such as name change, telephone number,  
2 home address, marital status, birth or adoption of child or change in number of  
3 dependents and beneficiary designations.  
4

### 5 **Retiree Health Care Authority**

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

### 16 **New Mexico Educational Retirement Benefits**

17  
18 Luna Community College employees are covered by the provisions of the Educational  
19 Retirement Act. Membership shall be a condition of employment and shall exclude  
20 membership and participation in any other NM retirement program. Retirement  
21 contributions are calculated at a percentage of the employee's annual salary, with  
22 contributions being made both the employee and the employer. The percentage of  
23 contribution is subject to change annually. Employees are advised to contact the Human  
24 Resources Office for more information.  
25

### 26 **Annuity**

27  
28 Tax –sheltered annuity and deferred income plans are available to all employees.  
29 Retirement investments may be made under a payroll deduction arrangement. These  
30 programs offer the employee income tax advantages. The Institute only acts as a collector  
31 of the premiums without endorsing any of the participating companies. Employees are  
32 required to determine the efficacy and appropriateness of such plans for their particular  
33 circumstances, as LCC makes no representations in this regard. Information on  
34 participating companies is available in the Human Resource Office.  
35

### 36 **Workers' Compensation**

37 The Institution strives to make the workplace a safe and healthy environment for all  
38 employees. The key to a safe work environment is the prevention of on-the-job accidents  
39 before anyone can suffer an injury. This responsibility is shared by all, and everyone is  
40 encouraged to bring work-related health and safety concerns to their supervisor's  
41 attention as soon as possible. Supervisors are encouraged to conduct periodic safety  
42 inspections of all work areas under their division.

43 **Reports of Work Related Injuries Or Illnesses:** Workers' compensation statutes for  
44 the state of New Mexico require that an employee who has suffered a work-related injury

1 or illness notify the employer within 15 calendar days. Notification is necessary to  
2 ensure proper medical attention and accurate processing of compensation claims.

3 The Human Resources Department has been designated the by Institution to administer  
4 workers' compensation claims. The Human Resources Department provides notice of  
5 accident report forms and reports the injury to the Workers' Compensation  
6 Administration.

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

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

### 12 **Benefits During Workers' Compensation Leave**

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

18 Beginning with the eighth (8th) calendar day of disablement, Workers' Compensation  
19 will pay two-thirds (2/3) of the employee's gross weekly wage up to the maximum  
20 established by law. An employee may elect to use any accrued sick and annual leave  
21 until their accruals end or they are released to come back to work. However, the total of  
22 leave with pay and Workers' Compensation may not exceed one hundred percent (100%)  
23 of the employee's gross wages.

### 24 **Medical Certification Or Fitness For Work Examination**

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

### 30 **Return To Work From Workers' Compensation Leave**

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

1 **Reporting An Injury**

---

2  
3 Any employee who suffers a work- related injury or illness should immediately notify  
4 his/her supervisor of the accident or illness. Failure to immediately report such injury or  
5 illness will constitute a violation of this policy (except where the employee’s injury of  
6 illness is of such nature that a report cannot be made.) Failure of the employee to report  
7 an injury or illness within thirty (30) days may result in denial of all workers’  
8 compensation benefits as provided by law.

9  
10 The immediate supervisor shall, within three (3) days of the employee’s report of injury  
11 or illness, complete the Employer’s First Report and submit this report to the Human  
12 Resources Office. The Human Resources Office shall then file the Employer’s First  
13 Report within five (5) days of the initial report of injury with the Workers’  
14 Compensation, and send a copy to the New Mexico Public Schools Insurance Authority.  
15 The employee must properly execute an Authorization to Release Medical Reports and  
16 Information form, which shall be submitted to the Authority along with copy of the  
17 Employer’s First Report.

18  
19 **Americans with Disabilities Act (1990)**

---

20  
21  
22 Title I of the Americans with Disabilities Act (“ADA”) prohibits employment  
23 discrimination against qualified disabled individuals. Luna Community College (LCC) is  
24 committed to provide reasonable accommodation to those individuals unless that  
25 accommodation would impose an “undue hardship” on LCC.

26  
27 The ADA defines a “qualified individual with a disability” as an individual with a  
28 disability who can, with or without reasonable accommodation, perform the essential  
29 functions of the job that the individual holds or desires.

30  
31 A “**disability**” is defined as:

- 32 (1) a physical or mental impairment which substantially limits a major  
33 life activity;
- 34 (2) a record of having that type of impairment; or
- 35 (3) being regarded as having that type of impairment.

36  
37 LCC may screen out disabled individuals who cannot perform the essential functions of  
38 the job, even with accommodation, and those who pose a direct threat to their own health  
39 or safety, or the health or safety of others.

40  
41 The Act places a number of limitations on the conduct of medical examinations and  
42 inquiries. LCC may not make pre-employment medical inquiries, but may ask about the  
43 ability of the applicant to perform job-related functions. Medical examinations may be  
44 used only after a conditional offer of employment has been extended. An offer of  
45 employment may be conditioned on the results of the examination only if: (1) all

1 entering employees in the same job category are subjected to the examination regardless  
2 of whether or not they have a disability; and (2) the information obtained is treated as a  
3 confidential medical record and kept in a medical file separate from other personnel  
4 information.

5  
6 As for current LCC employees, the ADA permits medical inquiries and medical  
7 examinations if they are both job-related and consistent with business necessity. Testing  
8 current employees or applicants to determine the “illegal use of drugs” is not considered a  
9 medical examination for purposes of the Act.

10  
11 The employee with a disability and his/her supervisor should work together to arrange for  
12 necessary and reasonable accommodations. The accommodation may or may not be  
13 what was originally requested by the employee, but will be in compliance with the  
14 provisions of the ADA.

15  
16 It is the employee's responsibility to inform his/her supervisor of the need for an  
17 accommodation to perform the essential functions of his or her job. In the event the  
18 employee does not feel it is appropriate to inform his/her supervisor of an  
19 accommodation, he or she may inform the appropriate Human Resources Representative.

20  
21 29 C.F.R. §1630.1.

22 Enforcement Guidance on Pre-employment Inquiries Under the ADA (October 1, 1995).  
23 20:18

24 Older Workers Benefit Protection Act (1990)

25 29 U.S.C. §§621 et seq.

26  
27 Coverage and Prohibition: The Older Workers Benefit Protection Act (the “Act”)  
28 amends the Age Discrimination in Employment Act (“ADEA”) in several important  
29 areas. As its main focus, the Act reverses the United States Supreme Court’s ruling in  
30 Public Employees Retirement System of Ohio v. Betts, 492 U.S.158 (1989). In Betts, the  
31 Supreme Court held that employee benefit plans that are not intended to avoid the ADEA  
32 in other aspects of employment may offer older employees lower benefits than those  
33 offered to younger employees.

34  
35 The Act restored and codified the EEOC’s pre-Betts “equal benefit or equal cost”  
36 principle, which allows an employer to “observe the terms of a bona fide benefit plan,” as  
37 long as the employer provides older workers the same or better benefits as younger  
38 workers. If the benefits offered to younger workers are better than the benefits offered to  
39 older workers, the employer must prove: (1) that the cost of providing those benefits to  
40 older workers would exceed the cost of providing the benefits to younger workers; and  
41 (2) that the benefits offered to older workers cost the employer at least as much as the  
42 benefits offered to younger workers.

43  
44 The Act permits an employer to deduct from severance payments and long-term disability  
45 benefits the value of certain other employer-provided benefits. The Act also establishes

1 offsets that are permitted against several benefits in connection with an early retirement  
2 incentive program.

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

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

19 Related Regulations:

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

## 21 ***Social Security***

---

22  
23 Social Security is an insurance program of the Federal Government to which all  
24 employees must contribute and which provides benefits to the employee whenever he/  
25 she meets the conditions of eligibility. Disability prior to the age 62, reduced benefits at  
26 age 62, or full payment at the age of 65. The employee shall be encouraged to become  
27 informed concerning benefits and the amounts of contributions. Deductions are made  
28 from the employee’s salary based on contribution rates designated by the federal  
29 government. In addition, the College contributes an equal amount into the Social Security  
30 fund.

## 31 ***Medicare Tax***

---

32  
33  
34 Medicare tax is computed for employees who work inadequate weekly hours to be  
35 covered by Social Security.

## 36 ***Unemployment Compensation***

---

37  
38  
39 Luna Community College provides unemployment insurance under the provisions of the  
40 New Mexico Unemployment Compensation Act. Cost of this coverage is borne totally by  
41 the College. The Employment Services Division determine eligibility based on the  
42 circumstances of each case and the provisions of the Unemployment Compensation Act.

## 1 **Family Medical Leave Act**

---

2  
3 Pursuant to the Family and Medical Leave Act of 1993, eligible employees may take up  
4 to 12 unpaid work weeks of leave during any 12-month period because of the birth or  
5 placement for adoption or foster care of a child. Because of the serious health condition  
6 of a child, a son or daughter over the age of 18, a legal spouse, or a parent (mother or  
7 father) or because of the employee's own serious health condition.

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

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

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

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

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

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

### 31 **Serious Health Conditions May Include:**

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

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

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

4  
5 A qualifying serious health condition involving continuing treatment by a health care  
6 provider including:

7  
8 A period of incapacity of more than three consecutive calendar days, and any subsequent  
9 treatment or period of incapacity relating to the same condition, that also involves either  
10 treatment at least two times by a health care provider, by a nurse or physician's assistant  
11 under supervision of a health care provider, or by a "provider of health care services"  
12 (e.g., a physical therapist) under orders of or on referral by a health care provider; or  
13 treatment by a health care provider on at least one occasion that results in a regimen of  
14 continuing treatment (e.g., a course of prescription medication or therapy requiring  
15 special equipment) under the provider's supervision.

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

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

- 19 • Require periodic visits for treatment by a health care provider or by a nurse or  
20 physician's assistant under the provider's direct supervision,
- 21 • Continue over an extended period of time, including recurring episodes, and
- 22 • May cause episodic rather than a continuing period of incapacity.

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

27 Any period of absence to receive multiple treatments (plus any period of recovery from  
28 such treatments) by a health care provider or by a provider of health care services under  
29 orders of or referral by a health care provider for restorative surgery after an accident or  
30 injury, or for a condition that will likely result in a period of incapacity of more than three  
31 consecutive calendar days in the absence of treatment. Examples are chemotherapy or  
32 radiation treatment for cancer, physical therapy for severe arthritis, and dialysis for  
33 kidney disease.

#### 34 **Scheduling FMLA Leave**

35 Upon obtaining the appropriate approvals, leave may be taken on an intermittent or  
36 reduced basis for the birth or adoption of a child. Leave for a serious health condition,  
37 either of a family member (child, legal spouse, mother, or father) or the employee, may

1 be taken intermittently or on a reduced schedule only if medically necessary where the  
2 patient is being treated by or is under the supervision of a health care provider, or for  
3 recovery from treatment or recovering from a serious health condition.

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

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

13  
14 Employees are required to provide 30 days advance written notice in the case of medical  
15 leave; if the leave is foreseeable based on planned medical treatment. If the treatment  
16 requires leave to begin in less than 30 days, as much notice as possible must be provided.  
17 Employees are required to make a reasonable effort to schedule the treatment so as not to  
18 unduly disrupt the operations of LCC.

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

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

27 LCC requires that the employee provide certification of a serious health condition of the  
28 employee or a qualified family member issued by the health care provider of the eligible  
29 employee or the family member, in advance of the leave, when possible, or at the  
30 commencement of the leave. If the need for leave does not allow for this, such  
31 certification should be provided within two business days after the commencement of the  
32 leave.

33 In addition, the medical certification is to include the date on which the serious health  
34 condition began, the probable duration of the condition, and appropriate medical facts  
35 regarding the condition. If the certification is for leave to care for a family member  
36 (spouse, child, mother, or father), the certification must **ALSO** state that the employee is  
37 needed to care for the son, daughter, spouse, or parent (mother or father) and must  
38 include an estimate of the amount of time that such employee needs to care for the family  
39 member; and if certification is for leave because of the employee's own serious health

1 condition, the certification must ALSO state that the employee is unable to perform the  
2 functions of the employee's position; and,

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

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

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

### 13 **Return to Work From FMLA Leave**

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

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

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

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

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

### 32 **Exemptions**

33 The only exemption to the restoration requirement of this policy applies to highly  
34 compensated employees. These are salaried employees, who are among the highest paid

1 ten (10) percent of LCC's employees within 75 miles of the facility at which the  
2 employee works. For such employees, restoration may be denied if:

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

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

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

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

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

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

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

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

27  
28 The employee must submit a request for Family and Medical Leave of Absence form at  
29 least 30 days in advance of the effective date of the leave. If the request is not initiated  
30 prior to the start of leave, the records of absence will be retroactive to the eligibility date  
31 of the leave, once the Human Resources Department receives the forms. Every attempt  
32 must be made to complete the request prior to start of the leave. The forms must be fully  
33 completed, signed by the employee and forwarded to the Human Resources Department  
34 for processing.  
35

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

4  
5 Sufficient medical certification stating:

6  
7 The date on which the serious health condition commenced;

8  
9 ***The probable duration of the condition; and***  
10 ***the appropriate medical facts within the knowledge of the health care provider***  
11 ***regarding the condition.***

12  
13 In addition, for purposes of leave to care for a child, spouse, or parent, the certificate  
14 should give an estimate of the amount of time that the employee is needed to provide  
15 such care. If the purpose of the leave is for an employee's illness, the certificate must state  
16 that the employee is unable to perform the essential functions of his/her position.

17  
18 In the case of certification for intermittent leave, or leave on a reduced leave schedule for  
19 planned medical treatment, the date on which such treatment is expected to be given and  
20 the duration of such treatment must be stated.

21  
22 When the certificate of health care provider is submitted, the employee will receive  
23 LCC's response to employee's request for Family or Medical Leave.

24  
25 Upon return from medical leave, employees are required to provide certification from  
26 their health care provider that the employee is able to resume work.

## 27 28 29 **PART XI: OTHER POLICIES AND PROCEDURES**

### 30 31 **First Aid Kits**

32  
33 First Aid Kits are located within each department. A listing of all locations will be kept at  
34 the Human Resources Office.

### 35 36 37 **Promotion and Transfer**

#### 38 39 **Professional and Support Employees**

40  
41 New positions and job vacancies may be filled from within a department by promotion or  
42 transfer of qualified and interested persons. If it is determined that a new position or  
43 vacancy will not be filled from within the department, the administrative unit must then  
44 seek a pool of qualified applicants as defined un the Employment Polices and Practices.

1 **Positions Covered**

2  
3 All regular and temporary positions or vacancies are covered by this practice.  
4

5 **Promotion or Transfer**

6  
7 All promotions or transfers are based on training, experience, and past performance  
8 without regard to race, color, creed, national origin, religion, age, sex, or disability. The  
9 Department Director shall be responsible to determine if a transfer or a search is in the  
10 best interest of the College.  
11

12 **Eligibility**

13  
14 All regular and temporary employees are eligible under this policy.  
15

16 **Support:**

17  
18 If an employee is interested and believes he/she has the experience, education and skill  
19 required to fill the available position, he/she may apply for the position at the Human  
20 Resources Office. Promotion or transfer during the employee's probationary period is  
21 discouraged. Any employee who is promoted or transferred during that period will be  
22 required to serve a new probationary period in the new position.  
23

24 When qualifications of two (2) or more employees are substantially similar, seniority of  
25 the applicants shall be the decisive factor used to determine the successful candidate. A  
26 regular full-time employee with less seniority may receive consideration over a more  
27 senior regular part-time employee.  
28

29 **Seniority**

---

30  
31 A seniority policy is established to determine priorities in promotions and transfers, when  
32 ability, skill, training and other relevant qualifications are equal as determined by the  
33 College. Nothing in this policy shall be deemed to override qualifications of employees  
34 as the primary consideration in promotions, transfers, etc.  
35

36 **Definition**

37  
38 Seniority is defined as an employee's length of continuous employment at the College.  
39

40 **Eligibility**

41  
42 This policy applies to all regular full-time employees and to regular part-time employees  
43 who work at least half-time. Temporary employees or regular part-time employees who  
44 work less than part-time do not accumulate seniority.  
45

46 **Computing Seniority**

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

#### 4 **Special Provisions Regarding Seniority**

6  
7 Temporary or student employee's seniority begins on the date of regular employment. An  
8 employee on an approved leave does not lose accumulated seniority but does not  
9 accumulate additional seniority during the leave. Within a department, seniority shall be  
10 based on length of service in the employee's present department. An employee who has  
11 been laid off due to lack of funding, and reinstated within one (1) year, retains  
12 accumulated seniority to the date of layoff.

### 13 **Drug Free Work place and Employee Drug and Alcohol Testing**

#### 14 **Drug Free Work Place**

15  
16 LCC is commitment to providing a Drug-Free, healthful, and safe workplace. To promote  
17 this commitment, employees are required to report to work in appropriate mental and  
18 physical condition to perform their jobs in a satisfactory manner. In addition, LCC  
19 complies with the Drug-Free Workplace Act of 1988 and The Drug-Free Schools and  
20 Communities Act Amendments of 1989, Public Law 101-226, which stipulates that the  
21 College provides a Drug-Free workplace policy as a condition of receiving grants from  
22 federal agencies.  
23  
24

25  
26 LCC wishes to promote the health, safety, and welfare of its employees by striving to  
27 eliminate the negative effects of substance use and abuse from the workplace, and to assist  
28 those employees who have a drug or alcohol-related problem with rehabilitation. This  
29 policy defines prohibited conduct (listed below) relating to drug and alcohol abuse by  
30 employees and provides guidelines for taking steps toward rehabilitation and positive  
31 performance.  
32

#### 33 **Drug And Alcohol Testing**

34  
35 LCC's policy is intended to comply with all state laws governing drug and alcohol testing  
36 and is designed to safeguard employee privacy rights to the fullest extent of the law. This  
37 Drug and Alcohol Testing Policy was established to demonstrate and strengthen LCC's  
38 commitment to a Drug Free Workplace.  
39

40 LCC's Drug and Alcohol Testing Policy has been established in order to increase  
41 workplace safety, improve productivity, serve as a deterrent to current and future drug use  
42 on the job, reduce absenteeism, and to comply with state and federal laws governing drug  
43 and alcohol testing.  
44

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

6  
7 **Individuals Subject to Testing**

8  
9 All LCC employees and prospective employees will be required to submit to random drug  
10 and alcohol testing.

11  
12 No prospective employee will be asked to submit to testing unless an offer of employment  
13 is forthcoming. An offer of employment by LCC, however, is conditioned on the  
14 prospective employee testing negative for drugs and alcohol. Prospective employees will  
15 be asked to sign a *Drug Testing Consent Form*, which is attached to this policy.

16  
17  
18 **Tested Substances**

19  
20 LCC's Drug And Alcohol Testing program is limited to testing for substance abuse of  
21 the following:

22 **COCAINE**

23 **THC:** Marijuana

24 **AMP:** Amphetamines

25 **OPI:** Opium

26 **PCP:** Hallucinogenic

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

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

30  
31 **Definition of Drug**

32  
33 For purposes of this policy, the term "drug" includes over-the-counter medication,  
34 prescription medication, and all controlled substances, such as inhalants, the use of  
35 which is unlawful under state or federal law.

36  
37 *Over-the-counter medication and prescription medication, taken as medically directed,*  
38 *are excluded. However, it is recommended that any employee who uses prescription*  
39 *drugs should inform their supervisor if the use may impair the employee's ability to*  
40 *perform any assigned essential functions of the job safely and efficiently.*

41  
42 An employee's unlawful use, possession, purchase, distribution, dispensation,  
43 manufacturing, or being under the influence of any illegal drug without medical  
44 authorization during the work day while on Luna Community College premises or  
45 while performing services for Luna Community College is strictly prohibited.

1 **Notice of Testing** – The LCC Human Resources Director (HRD) will notify  
2 employee(s) by telephone that they have been scheduled to submit to a drug and  
3 alcohol test. If the Human Resources Director cannot get in touch with the  
4 employee(s), the Drug Testing Administrator will identify alternate employee(s) for  
5 drug and alcohol testing.  
6

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

10  
11 **Third Party Administrator and Licensed Laboratory** - Any drug and/or alcohol  
12 testing requested by LCC will be conducted by a qualified Third Party who is licensed  
13 by the state of New Mexico. Persons to be tested will be provided the address and  
14 telephone number of the Third Party Testing Administrator.  
15

16 **Costs** - Luna Community College will pay the cost of any drug and alcohol testing that  
17 it requires or requests its employees or prospective employees submit to, including  
18 retesting of a confirmed positive result. *Any additional tests that the employee requests*  
19 *will be paid for by the employee.*  
20

21 **Notice of Results** - If the employee is asked to submit to a drug or alcohol test, Luna  
22 Community College will notify the employee of the results within one week after it  
23 receives them from the laboratory. To preserve the confidentiality Luna Community  
24 College strives to maintain, the employee will be notified verbally and in writing  
25 whether the test was negative or confirmed positive. Drug and alcohol testing records  
26 will be maintained in a separate file in the Human Resources Department.  
27

## 28 **Justification for Drug and Alcohol Testing**

29  
30 **Random Drug And Alcohol Tests** - Unannounced **random** Drug and Alcohol tests  
31 will be conducted on current LCC employees in an unbiased fashion on an annual basis  
32 (July 1 through June 30<sup>th</sup> *of every year*). LCC Employee ID numbers and names will be  
33 kept in a computer spreadsheet, and selected for random testing based on a random  
34 number generator. Mobile Blood Services, Inc. (New Mexico licensed laboratory) will  
35 generate the employee names and random numbers, which are then disclosed to the  
36 Human Resources Director.  
37

38 **Post Accident Drug And Alcohol Tests** – Any employee involved in an on-the-job  
39 accident (inclusive of approved travel on behalf of LCC) will be required to submit to  
40 drug and alcohol tests immediately after an on-the-job vehicular or non-vehicular  
41 accident.  
42

43 **Reasonable Suspicion Drug And Alcohol Tests** - When a supervisor and an LCC  
44 executive management representative observe behaviors that indicate drug and/or  
45 alcohol use. Several of these behaviors are predefined in this policy.  
46

1 **Follow-Up Drug And Alcohol Tests** – Will be conducted and used to monitor an  
2 employee after he or she has tested positive for illegal drug and/or alcohol use and has  
3 been referred to an Employee Referral Program. Follow-up drug tests will be  
4 conducted randomly for a period of one year and used to monitor an employee after he  
5 or she has been found to use drugs and has been referred to an Employee Referral  
6 Program.

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

11  
12 **Positive Test Results** – In the event *LCC receives notice that the employee's test*  
13 *results were confirmed positive, the employee will be provided a **48-hour period** to*  
14 *explain the positive result. The employee may request in writing to have the same*  
15 *sample retested at a laboratory of the employee's choice at LCC's expense.*

16  
17 *In the event the employee fails to provide LCC with appropriate evidence within the*  
18 *48-hour period, for example a physicians statement or confirmation that he/she is*  
19 *taking prescribed medication ordered by a physician's, and that the positive test results*  
20 *were inaccurate, the employee will immediately be placed on Leave Without Pay.*

21  
22 If it is concluded that the employee's positive drug and alcohol test is due to drug or  
23 alcohol abuse, the employee will be referred to a reputable drug treatment program *at*  
24 *the employee's expense.*

25  
26 Failure to comply, or to complete an Employee Referral Program in a reasonable  
27 period of time shall be grounds for dismissal. *A reasonable period of time shall be*  
28 *defined in accordance with a physician's and/or Employee Rehabilitation Program*  
29 *written statements.*

30  
31 The Leave Without Pay shall be in effect until such time as the employee can provide  
32 documentation by a physician or a drug and alcohol treatment program representative,  
33 which establishes that the employee is drug and/or alcohol free and is able to return to  
34 work.

35  
36 While on Leave Without Pay group insurance may be continued, by the employee,  
37 provided the full payment for the insurance is made in advance with no contributions  
38 being paid by the Institution during the period, provided further that continuance of the  
39 insurance while on leave without pay is allowed by the insurance company.

40  
41 The regulations of the New Mexico Educational Retirement Board prohibit the  
42 payment of retirement contributions if the employee does not receive a salary, and  
43 payments must be discontinued during the period of LWOP.

44  
45 Employees on LWOP under these circumstances will not be allowed to utilize any Sick  
46 Leave or Annual Leave accruals, exception for situations where a qualified physician

1 identifies a serious medical condition as defined in the Family Medical Leave Act or  
2 Americans With Disabilities Act.

3  
4 LCC will make a good faith effort to re-instate the employee who provides  
5 documentation by a physician or a drug and alcohol treatment  
6 program representative, which establishes that the employee is drug and/or alcohol free  
7 and is able to return to work.

8  
9 LCC does not guarantee reinstatement and reserves the right to eliminate the  
10 employee's position or fill it with another individual.

11  
12 **Grievance Procedures** - If an employee believes that a positive drug and /or alcohol test  
13 result has affected a condition of employment, or a decision relative to Leave Without  
14 Pay is unjust or inequitable, the employee is encouraged to make use of the LCC Problem  
15 Resolution and Grievance Process.

16  
17  
18 **Adverse Employment Action** - If there is reason to suspect, and the same is confirmed  
19 by a supervisor and an LCC executive management representative who observe behaviors  
20 that may indicate drug and/or alcohol use, that the employee is working while under the  
21 influence of an illegal drug or alcohol, the employee will immediately be placed on  
22 Leave Without Pay until the results of a drug and alcohol test are made available to Luna  
23 Community College by the testing laboratory.

24  
25 **Confidentiality** - Luna Community College will make every effort to keep the results of  
26 drug and alcohol tests confidential. Only persons with a *need to know* the results will have  
27 access to them. The employee will be asked for the employee's consent before test results  
28 are released to any other individual and/or agency.

29  
30 If the employee is to be referred to a treatment facility for evaluation, the employee's test  
31 results will also be made available to the employee's counselor.

32  
33 The results of drug and/or alcohol testing in the workplace will not be used against the  
34 employee in any criminal prosecution.

35  
36 **Prohibited Behavior** - Drug and alcohol use has an adverse effect on job performance,  
37 creates dangerous situations, and serves to undermine the community's confidence in the  
38 College. Therefore:

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

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

4  
5 Employees may not report to work under the influence of controlled substances or  
6 intoxicants to any degree.

7  
8 Employees may not bring or store any open containers of alcoholic beverages on any  
9 College property or work site or in the employee's vehicle while the vehicle is on College  
10 property.

11  
12 Drug and alcohol use is prohibited in all LCC facilities, on all LCC property, in any LCC-  
13 owned vehicle, and at any LCC-sponsored activity.

14  
15 As a condition of employment, all employees must abide by this policy.

16  
17 Employees who violate this policy may be subject to disciplinary action up to and  
18 including termination.

19  
20 **Prescription Drugs** – If an employee is taking physician-prescribed medication, LCC  
21 recommends that the employee inform his or her immediate supervisor of the potential side  
22 effects of that medication if the employee has reason to believe that those side-effects may  
23 affect his or her ability to perform the essential functions of the job, or work safely.

24  
25 In such cases, the employee *may* be required to provide an appropriate statement from his  
26 or her physician that confirms the side effects of the medication.

27  
28 **Self-Identification** - Employees who voluntarily self-identify that they may be impaired  
29 due to drug or alcohol use may be referred to the referral services listed in this policy.  
30 Employees are not disciplined for announcing impairment due to drug or alcohol use, but  
31 will be disciplined for showing up to work while impaired.

32  
33 Employees are encouraged to voluntarily seek assistance before drug or alcohol-related  
34 performance problems result in disciplinary action.

35  
36 **Supervisory Responsibilities** - Supervisors *are not called upon to diagnose* the reasons  
37 behind inappropriate behavior or performance. Supervisors who are concerned that an  
38 employee's performance and/or inappropriate behavior *may be* the result of illegal use of  
39 drugs or alcohol, are expected to consult with the Human Resources Director regarding  
40 contacting an appropriate referral agency and/or action to be taken. Examples of  
41 performance problems may include, but are not limited to:

42  
43 Absenteeism (excessive sick leave, repeated unexcused absences, excessive tardiness);

44  
45 On-the-job absenteeism (excessive absence from work station; excessive trips to water  
46 fountain or rest room);

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

3  
4 Lowered job efficiency (work requires greater effort, missed deadlines, increased errors,  
5 loss of interest, poor decision making);

6  
7 Confusion (difficulty recalling instructions, increased difficulty in handling complex  
8 assignments);

9  
10 Erratic work patterns (alternate periods of high and low productivity, inconsistent quality);

11  
12 Reporting to work in an obviously abnormal condition such as slurred speech,  
13 disorientation, drunken behavior, withdrawal, drowsiness, constricted pupils, nausea, mood  
14 swings, increased alertness, violent.

15  
16 Problematic interpersonal relations (over-reaction to real or imagined criticism, wide mood  
17 swings, increased irritability, unreasonable resentment, increased complaining); and  
18 abnormal behavior (inappropriate personal appearance, borrowing money from co-  
19 workers)

20  
21 **Employee Responsibilities** - Employees with questions or concerns about substance  
22 dependency or abuse are encouraged to discuss these matters with their supervisor or with  
23 the Human Resources Director to receive assistance or referrals to appropriate resources in  
24 the community.

25  
26 If after a positive Drug and/or Alcohol test result and/or self-identification it is  
27 determined that the employee requires assistance and possible professional help, the  
28 supervisor should immediately speak with the Human Resources Director. The Human  
29 Resources Director will then facilitate the employee's entrance into an appropriate  
30 referral program.

31  
32 If it is determined that the employee needs emergency assistance (for example, the  
33 employee is expressing thoughts or behaviors of suicide or is unable to function), the  
34 supervisor should contact the Human Resources Department immediately during  
35 normal business hours.

36  
37 Under no circumstances should a supervisor send an impaired employee home in the  
38 employee's own car. A family member or LCC Security Office should be contacted or  
39 to pick up the impaired employee.

40  
41 Employees with drug or alcohol problems that have not resulted in, and are not the  
42 immediate subject of, disciplinary action may request approval to take Leave Without  
43 Pay. Leave may be granted if the employee agrees in writing to abstain from use of the  
44 problem substance, abides by all LCC policies, rules, and prohibitions relating to  
45 conduct in the workplace; and if granting the leave will not cause LCC any undue  
46 hardship.

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

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

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

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

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

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

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

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

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**Assistance Available**

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

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

**Employee Referral Programs**

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

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

*Alcoholism/Drug Abuse Treatment Referrals..... 800-996-3784*  
National 24-Hour Help And Referral

*Las Vegas Samaritan House..... 505-425-6333*  
Referral Services

*Las Vegas Medical Center Suicide Intervention ..... 505-454-2100*  
*Toll Free..... 800-466-5970*  
Hot Springs Blvd., Las Vegas, New Mexico 87701

*Victory Outreach Ministries..... 505-445-7063*  
138 N 1st, Raton, New Mexico 87740

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

**LUNA COMMUNITY COLLEGE**  
**CURRICULUM SIGNATURE SHEET**

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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  
3 **NEW COURSE PROPOSAL**  
4 **LUNA COMMUNITY COLLEGE**  
5

6 Date of Proposal \_\_\_\_\_

7 Course ID Number \_\_\_\_\_ Course Name \_\_\_\_\_

8 Effective Semester \_\_\_\_\_ Year \_\_\_\_\_

9 1. Describe the need for this course. (e.g., past enrollment trends, advisory  
10 committee recommendations, survey data results, program review  
11 recommendations.  
12

13 2. List similar courses at LCC in the same or other disciplines.  
14 How is this course different from these courses?  
15

16 3. Is the course intended for transfer: Yes \_\_\_\_\_ No \_\_\_\_\_

17 4. Is this course part of an Associate Degree program? Yes \_\_\_\_\_ No \_\_\_\_\_

18 Elective \_\_\_\_\_ General Education \_\_\_\_\_ Major Requirement \_\_\_\_\_

19 5. Is the course vocational? Yes \_\_\_\_\_ No \_\_\_\_\_  
20 If yes, has an Advisory Committee been involved? If yes, state the name(s) of the  
21 Advisory Committee(s) and the date of the last meeting. \_\_\_\_\_  
22

23 6. Is the course part of a Certificate Program? Yes \_\_\_\_\_ No \_\_\_\_\_  
24 If yes, state the certificate name: \_\_\_\_\_  
25 Required \_\_\_\_\_ Elective \_\_\_\_\_  
26

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

28 \_\_\_\_\_ Classroom \_\_\_\_\_ Distance Learning

29 \_\_\_\_\_ Direct Study

30 Attach method(s) of instruction sheet to this form.  
31 Obtain signature of Distance Learning Director if this course is being offered  
32 other than in the classroom.  
33

34 8. Special room or space requirements: Yes \_\_\_\_\_ No \_\_\_\_\_

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

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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

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Type Department Director Date

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Dean for Academic Affairs Date

