

ESTANCIA MUNICIPAL SCHOOLS

Policy Manual Index

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201 Goals and Objectives

It is the express policy and purpose of the Estancia Municipal Schools to provide educational employment opportunities, without regard to race, color, sex, ethnicity, national origin, religion, age, handicaps or any other prohibited basis, in conformity with the laws of the United States and the State of New Mexico.

Policy 202 Nondiscrimination on the Basis of Sex

The following is to comply with Title IX regulations found in 34 CFR Part 106 as revised in April of 2020 which is said to be designed to eliminate (with certain exceptions) discrimination on the basis of sex in any education program or activity receiving Federal financial assistance. An "education program or activity" includes locations, events, or circumstances over which the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

The District shall notify applicants for employment, students, parents or legal guardians of elementary and secondary school students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district (persons entitled to notification), of the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator.

Name: Athletic Director
Title: Title IX Coordinator
Address: PO Box 68 Estancia, NM 87016
Phone: (505) 384-2000 ext:
E-mail: stewart.burnett@emsdbears.us

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report (such as reporting to any District employee). Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator.

Any employee of the district is required to inform the Title IX Coordinator, Superintendent or the Supervising Administrator of their work site of any report made to them or any instance they observed regarding sexual discrimination or sexual harassment as soon as possible. Failure to do so may result in their being subject to disciplinary action

202.1 Nondiscrimination on the Basis of Sex: This School District does not discriminate on the basis of sex in the education programs or activities that it operates, and per Title IX and 34 CFR Part 106 will not discriminate in such a manner. The requirement not to discriminate in the education programs or activities extends to employment. Inquiries about the application of Title IX and 34 CFR Part 106 may be referred to the District's Title IX Coordinator, to the Assistant Secretary of the Office for Civil Rights, Department of Education, or both.

202.2 Publications: The District will prominently display the contact information required for the Title IX Coordinator and the policy found herein on its website and in each handbook or catalog that it makes available to persons entitled to notification. The District will not use or distribute a publication stating that the recipient treats applicants, students, or employees differently on the basis of sex except as such treatment is permitted by Title IX or 34 CFR Part 106.

202.3 Grievance Procedure: The District shall adopt, publish and provide notice of grievance procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited by 34 CFR Part 106 and a grievance process that complies with § 106.45 for a report of sex discrimination or a formal complaint. As defined in §106.30(a), a "Formal complaint means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the recipient investigate the allegation of sexual harassment." At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the District in which a formal complaint is filed.

The District must provide to persons entitled to a notification, notice of the grievance procedures and grievance process, including:

- how to report or file a grievance of sex discrimination,
- how to report or file a formal complaint of sexual harassment, and
- how recipient will respond.

For purposes of this policy and by citation, the definitions in 34 CFR 106.30(a), are adopted (see citations below under LEGAL REF.) For purposes of this policy and in accord with the definitions in 106.30(a), "sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

- (1) An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct; NEW MEXICO SCHOOL BOARDS ASSOCIATION 17 03/9/2020
- (2) Unwelcome conduct on the basis of sex determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or
- (3) "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30)."

Upon receiving a report regarding sex discrimination or sexual harassment with or without a formal complaint, the Title IX Coordinator shall provide a response to complainant and respondent of non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge which provide supportive measures and which shall include, discussion of supportive measures and informing them of what is available without a formal complaint. The Title IX Coordinator is responsible for the implementation of supportive measures.

Upon the making of a report regarding sex discrimination or sexual harassment the Title IX Coordinator shall promptly contact the complainant to:

- discuss the availability of supportive measures as defined in § 106.30,
- consider the complainant's wishes with respect to supportive measures
- inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and
- explain to the complainant the process for filing a formal complaint.

Supportive measures as indicated above may include:

- counseling,
- extensions of deadlines or other course-related adjustments,
- modifications of work or class schedules,
- campus escort services,
- mutual restrictions on contact between the parties,
- changes in work or housing locations,
- leaves of absence,
- increased security and monitoring of certain areas of the campus, and
- administrative leave while a grievance is pending,
- emergency removal (following an individualized safety and risk analysis), and
- other similar measures.

In responding to a report or formal complaint the District must treat complainant and respondent equitably by offering both supportive measures.

The District must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

202.4 Retaliation Prohibition: No recipient or other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or § 106, or because the individual has made a report or grievance, testified, assisted, or participated in or refused to participate in any manner in an investigation, proceeding, or hearing under this part. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or grievance of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or this part, constitutes retaliation.

202.5 Corrective Measures: A finding of responsibility will be a determination that the District or a person in the District has violated policy and actions to correct the discriminatory practice or change the behavior of those involved will be instituted. Remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District, if appropriate.

A substantiated report of sex discrimination or formal complaint finding responsibility against a staff member in the District shall subject such staff member to disciplinary action in accord with Policy _____ Discipline, Suspension, and Dismissal of Professional Staff Members or Policy _____ Discipline, Suspension, and Dismissal of Support Staff Members.

A substantiated report of sex discrimination or formal complaint finding responsibility against a student in the District shall subject that student to disciplinary action, which may include the permissible penalties of Policy _____ Student Discipline and/or Policy _____ Student Suspension/Expulsion.

Reviewed: July 14, 2020

Adopted: _____

LEGAL REF.:

22-31-1 et seq. NMSA, School Athletic Equity Act
28-1-2 NMSA et seq., New Mexico Human Rights Act
20 U.S.C. 1400 et seq., Individuals with Disabilities Education Act
20 U.S.C. 1681, Education Amendments of 1972, Title IX
20 U.S.C. 1092(f)(6)(A)(v), Sexual Assault
20 U.S.C. 1703, Equal Employment Opportunity Act of 1972
29 U.S.C. 794, Rehabilitation Act of 1973, (Section 504)
34 U.S.C. 12291(a)(8), (10), (30) Domestic Violence, Dating Violence, Stalking
42 U.S.C. 2000, Civil Rights Act of 1964, Titles VI and VII
42 U.S.C. 12101 et seq., Americans with Disabilities Act
34 CFR Part 106, Nondiscrimination on the basis of Sex in Education 6.13.4.8 NMAC, Gender Equity in Sports

203 Collective Bargaining

The Estancia Municipal School District recognizes and adheres to the Public Employee Bargain Act.

203.2 Safeguarding Employees

203.2.1 The purpose of this policy is to provide employees of the District a safe working environment. When working within the scope of their duties, employees who are subjected to assault, battery, physical confrontation or resulting physical or mental injury or property damage will be afforded assistance.

203.2.2 It is the policy of the board to provide the safest possible working environment for its employees, within the resources available to the District and the restrictions of applicable law and regulations. Although such actions as are reasonably necessary to create and maintain an environment where its employees can function without undue fear of injury or loss.

203.2.3 The Board recognizes that it is impossible to guarantee the absolute safety of its employees from assaults, battery or physical or mental injury resulting from confrontations with parents, students, or other persons or loss or injury to property in connection with their work. The Board is committed, however, to assist its employees who may suffer loss or injury in connection with their work.

203.3 Programs for Protection of Employees:

The Board provides or will make available to its employees the following programs:

- A. Counseling services by a licensed counselor hired by the District.
- B. Security services as provided by local law enforcement.
- C. Referral assistance to outside agencies, organizations or individuals upon the written request of an employee to the Central Office.
- D. Worker's Compensation Insurance coverage pursuant to New Mexico Statutes.

204 Employee Grievance Policy

EMPLOYEE GRIEVANCE RESOLUTION POLICY AND PROCEDURE

- 204.1 Purpose** - The purpose of this policy is to provide a procedure for the reporting and resolution of legitimate employment-related concerns of the employees at the earliest possible time and with the least possible expense, disruption and friction. Most personnel difficulties encountered by employees arise from a lack of communication. This procedure is designed to provide a formal mechanism for promoting or restoring such communication so that problems may be resolved before far more serious difficulties result.
- 204.2 Definitions and Limitations –**
- 204.2.1** “**Grievant**” shall mean an employee who is personally and directly affected by a condition for which he or she seeks a resolution.
- 204.2.2** A “**grievance**” shall be an allegation by an employee that the treatment he or she has received from a supervisor is unfair or improper, or that there has been a violation, a misinterpretation or an inequitable application of Board policy, administrative rules, or procedures, that directly and adversely affects the grievant.
- 204.2.3** “**Resolution(s)**” shall be the proposed written decision by the appropriate administrator(s), grievance review committee or Board, in response to the grievance.
- 204.2.4** “**Parties in interest**” shall be the grievant and the supervisor or other employee(s) of the District whose conduct or actions are the subject of the grievance.
- 204.2.5** The following situations are not covered by this grievance procedure and are therefore not grievable under this policy:
- a. The discretionary act(s) of professional judgment relating to the evaluation of the work performance of any employee by his or her immediate supervisor;
 - b. any personnel decision made by the Superintendent, including, but not limited to, a refusal to employ or reemploy, a discharge, a demotion, or any other action directly and adversely affecting the employment of an employee;
 - c. situations in which the Superintendent and the Board of Education are without authority to act;
 - d. situations in which the remedy for the alleged violation exclusively resides in some person, agency, or authority other than the Superintendent or the Board;
 - e. situations as to which a different procedure or remedy has been provided by policy or procedure;
 - f. situations as to which the procedure is prescribed by authority outside the organization; and
 - g. situations involving a grievance by a contractor.
- 204.2.6** A grievance cannot be filed by an employee upon his or her discharge.
- 204.3 General Procedural Requirements –**
- 204.3.1** A grievance must be initiated at Level 1, as provided in Section D, within five work days of the date upon which the grievant became aware of the circumstances which gave rise to the grievance.

- 204.3.2** No persons shall suffer retaliation, recrimination, discrimination, harassment, or be otherwise adversely affected because of his or her use of this grievance procedure.
- 204.3.3** Whenever possible, any grievance conference or hearing at any level shall be scheduled during a mutually convenient time that does not conflict with regularly scheduled duties.
- 204.3.4** A grievant requiring the attendance and testimony of other employees shall have the right to bring such witnesses as are willing to testify in his or her behalf, and any necessary substitutes or released time shall be provided.
- 204.3.5** A separate file shall be maintained for grievances. All documents produced during the processing of a grievance shall be filed therein. All parties shall maintain confidentiality with regard to the proceedings and the resolution of the grievance shall not be made public unless agreed to by the grievant and the Superintendent, or unless the grievant pursues the matter beyond this policy.
- 204.3.6** Nothing contained herein shall be construed to limit in any way the ability of the District and the grievant to resolve any grievance by informal means, and nothing herein shall be construed as requiring resort to the formal procedures when grievable problems arise.
- 204.3.7** A grievant may terminate the process at any level if he or she indicates in writing a desire to do so, accepts the resolution at that level, or fails to pursue his or her grievance by filing at the next level within the specified time limit.
- 204.3.8** All grievances shall be filed and processed on grievance forms provided by the District.
- 204.3.9** The time limits at any level may be extended by mutual agreement between the grievant, on one hand and the supervisor, Superintendent, review committee or Board on the other.
- 204.3.10** Except as otherwise provided herein, unless a party can demonstrate prejudice arising from a departure from the procedures established in this policy, such departure shall be presumed to be harmless error.
- 204.3.11** Meetings conferences and hearings conducted at each of the procedural steps shall be conducted confidentially and in private. Those present shall be limited to the parties in interest and the decision-making authority. Parties in interest shall present their positions themselves, and representation by third parties shall not be permitted.
- 204.4** **Procedural Steps -**
- 204.4.1** **Level 1(Informal Conference)**
- Prior to the filing of a formal written grievance, the grievant shall first discuss his or her grievance with his or her immediate supervisor in a good faith attempt to resolve the grievance prior to the filing of a formal grievance. In the case of a claim of sexual harassment in which the grievant's supervisor is the subject of the claim, the grievant may initiate the grievance at the next supervisory level above that of the subject supervisor.
- 204.4.2** **Level 2 (Principal or Immediate Supervisor)**
- If the grievant is not satisfied with the discussion and disposition of his or her grievance at Level 1, he or she may file a written grievance with his or her immediate supervisor within five work days of the disposition. The written grievance must include a description of the problem, a reference to the appropriate rule or policy that is alleged to have been violated, and the relief sought by the employee. The immediate supervisor shall communicate his or

her proposed resolution in writing to the grievant within five work days from the filing of the written grievance. Although no hearing or conference is required at this level, the immediate supervisor shall have the discretion to require a hearing or conference and gather such evidence prior to the preparation of the decision as he or she, in his or her discretion, feels would assist in any appropriate resolution of the grievance. The hearing or conference, if any, shall be as informal as possible and shall be conducted as the immediate supervisor, in his or her discretion, feels is appropriate for a full understanding of the grievance, the position of the grievant and the evidence supporting that position.

204.4.3 Level 3 (Superintendent)

If the grievant is not satisfied with the resolution of the grievance at Level 2, or if the supervisor fails to issue a proposed resolution within the time limit set forth above, the grievant may file the grievance with the Superintendent, within five (5) work days after the resolution was rendered or was due, if none was received. The Superintendent, or his or her designee, shall conduct a closed informal hearing with the parties in interest to the grievance within ten working days after receipt of the grievance. The hearing by the Superintendent shall be as informal as possible and shall be conducted as he or she feels is appropriate for a full understanding of the grievance. The Superintendent shall have the right to ask any questions of the interested parties as he or she deems necessary. Within ten work days following the hearing, the Superintendent shall render his or her written proposed resolution to the grievant.

204.4.4 Level 4 (Board of Education, Review Committee)

A) If the grievant is not satisfied with the resolution of the grievance at Level 3, or if the Superintendent fails to issue a proposed resolution within the specified time limit, the grievant may make a written request to the Superintendent for a hearing with the Board of Education within five work days after the Superintendent's resolution was rendered or was due, if none was received.

B) At its sole option, the Board may decide to summarily affirm the decision of the Superintendent, or to consider the appeal only on the basis of written submission of the parties of interest.

C) At its sole option, the Board may appoint a Grievance Review Committee to hear the grievance or to review the grievance solely on the basis of written submissions of the parties in interest. The Grievance Review Committee shall be composed of three persons chosen at the discretion of the Board.

D) The Committee shall select its Chairperson prior to the processing of any grievance. The Chairperson of the Committee shall schedule a final date for submission of written statements of position by the parties in interest, or shall schedule an informal hearing, within ten work days of the creation of the Committee by the Board. If a Committee member is unable to participate, the Chairperson shall designate a substitute for the non-attending member.

E) In the case of a review upon written submissions, the Committee members shall individually review the submissions, meet to deliberate and arrive at a decision by majority vote, and, within five days from such meeting, issue a written decision of the majority to the Board.

204.4.5 The procedure for the hearing shall be as follows:

1. The grievant shall present his/her grievance first, through testimony, witnesses,

documents, etc. Cross-examination shall not be allowed by the other party in interest, if any.

2. The other party or parties in interest, if any, shall present their responses to the grievance. Cross-examination shall not be allowed.
3. The Committee may ask any questions that it deems necessary.
4. Arrangements to make a taped recording or to keep minutes of the proceeding shall be made by the Chairperson. A verbatim written transcript is not required, but any minutes or other written record shall fairly reflect the substance of the hearing.
5. Within five work days following the date of the hearing, the Committee shall transmit its findings and recommendations for proposed resolutions to the Board. At its next regularly scheduled meeting, the Board shall accept the recommendations of the committee by a majority vote or agree to hear the grievance itself.

204.4.6

If the Board rules that it is appropriate to hear the grievance itself, it shall set the date for such hearing and the parties in interest shall be notified by the Superintendent. The parties in interest shall submit written statements of position which shall be delivered to the Board members at least five work days prior to the hearing. In addition, any other documentary evidence desired to be reviewed by the Board shall be submitted at this time. The hearing shall be conducted as follows:

1. Each party in interest to the grievance shall have the opportunity to present oral statements limited to 30 minutes each. The presentation shall be limited to a review of evidence previously presented, unless the Board, in its discretion, allows new evidence to be presented during the hearing. Evidence may not be cross-examined by the other party in interest.
2. The Board may make such inquiries of any party in interest as it deems necessary or appropriate.
3. The Board shall render a written decision within a reasonable time. In arriving at its decision, the Board has complete discretion in fashioning such relief, if any, as it believes is appropriate, regardless of the relief requested.
4. The decision of the Review Committee or Board shall be final.

ESTANCIA MUNICIPAL SCHOOLS
GRIEVANCE FORM

GRIEVANT: _____
POSITION: _____

STATEMENT OF GRIEVANCE

- A. Date cause of grievance occurred: _____
- B. Date of informal discussion with Party in interest: _____
- C. Description of grievance: _____

(Attach additional pages, if necessary.)

- D. Relief sought: _____

Date

Signature of Grievant

LEVEL 2

ESTANCIA MUNICIPAL SCHOOLS
GRIEVANCE PROCEDURE RESOLUTION

Supervisor: _____

Date Received: _____

Hearing Date (if any): _____

Resolution of Supervisor: _____

Date of Resolution

Signature of Principal or Immediate Supervisor

POSITION OF GRIEVANT

_____ I am satisfied with the resolution of the Supervisor.

_____ I am not satisfied with the resolution of the Supervisor and hereby appeal the resolution to Level 3.

Date

Signature of Grievant

LEVEL 4

ESTANCIA MUNICIPAL SCHOOLS

GRIEVANCE PROCEDURE

DECISION OF BOARD OF EDUCATION OR REVIEW COMMITTEE

Date Received: _____

Hearing Date (if any): _____

Decision of Board of Education or Review Committee: _____

Date

Signature of President of the Board or
Chairperson of the Committee

206 Staff Conduct and Ethics

- 206.1 Adherence to Policies and Regulations** - It shall be the duty of the teacher to keep informed of rules, policies, and regulations of the Board of Education, the Superintendent, and the Principal, and to adhere to them. Teachers are expected to be tactful and reasonably prudent in their official duties and should understand that actions considered offensive to the tenor and mores of the community served by the school do not have to be prohibited specifically by rule, regulation, or policy to violate the provisions of this section.
- 206.2 Responsibility to the Profession** - The teacher maintains a constructive and cordial attitude toward his associates. He respects the authority attached to each associate's position and extends the recognition due a fellow professional. The teacher realizes that he is an example of his profession in his relations with those outside the school, and that his actions are watched not only by school patrons but by his students as well.
- 206.3 Teacher Mentor Program** - Estancia Municipal Schools will follow the Teacher Mentor Program submitted to and approved by the New Mexico Public Education Department
- 206.4 School Duties** - During school hours, teachers shall devote their time exclusively to school duties.
- 206.5 Arrivals and Departure of Teachers** - Teachers shall report for duty from 8:00 a.m. to 3:30 p.m. unless otherwise directed by their Principal.
- 206.6 Teachers Absences** - Teachers who find that they are unable to be present to discharge their assigned duties should notify the Principal at least before they leave the building the evening prior to the day of their possible absence. Tentative arrangements can then be made for a substitute. If it is necessary to call a substitute in the morning, the Principal's designee shall be notified as directed. Teachers are provided 10 days a year and may accumulate up to 90 days.
- 206.7 Lesson Planning** - It is expected that each teacher shall do adequate daily planning of the work to be carried on in the classroom. The plan must be in sufficient detail so that a substitute teacher or the Principal can understand the sequence of the particular lesson if the need arises.
- 206.8 Student Supervision** - Teachers shall provide adult supervision for all activities of all students in their charge.
- 206.9 Dismissal of Pupils** - Teachers shall not dismiss their pupils during school hours nor earlier than the regularly scheduled time without permission of the Principal.
- 201.10 Pupil Conferences** - Students may be held for conferences after school when arrangements have been made with the parents. The school administrator will be notified in advance and documentation kept.
- 206.12 Appointments at School** - Conferences with parents must not interfere with teachers' instructional duties.
- 206.13 Building Security** - Teachers are responsible for securing their rooms at day's end.
- 206.14 Keys** -The School District recognizes the need for staff and employees to have access to their respective areas of work or activities. However, the School District also understands

the need for proper security of its buildings and facilities. Accordingly, the following procedures and requirements shall be followed regarding assignment and use of keys for school buildings and facilities:

- School principals shall maintain a log/record of all assigned keys to their building(s) and facilities. Duplicate keys shall be maintained in a secure location accessible only to the principal and one other designated person. The Superintendent shall maintain a log/record of all assigned keys to the administrative offices. Logs/records shall be updated and maintained as keys are issued to or collected from employees.
- Each employee of EMSD issued a key for access to district buildings and/or vehicles are completely and individually responsible for safekeeping of the key.
- At no time are district keys to be in the possession of or authorized to be in the possession of any student or non-employee of the district. Employees may not loan their key(s) to anyone, including other school employees.
- Keys are the property of EMSD and no key is authorized and/or allowed to be duplicated without prior consent of the Superintendent.
- Any employee granted key privilege(s) is required and subject to abide by all EMSD policies and procedural directives. Improper use and/or abuse of this privilege may result in loss of such privilege(s) and may include further disciplinary actions at the discretion of the supervisor and/or Superintendent.
- Employees are responsible for lost and/or damaged keys. Lost keys must be reported immediately to the building Principal or Superintendent. Employees may be held responsible for costs/expenses associated with making duplicate keys and/or rekeying of affected building(s), facilities or vehicles.
- Employees must surrender their key(s) upon separation of employment with the District or upon request by their immediate supervisor or the Superintendent.
- Use of a key for unauthorized purpose may result in employee discipline and/or loss of privilege of having keys assigned.
- All employees who are assigned school keys shall receive a copy of these requirements when the key(s) are assigned.

Board Adoption: August 23, 2012

- 206.15** **Care of Inventory** - Each teacher shall be responsible for the proper care of assigned inventory owned by the School District.
- 206.16** **Conditions in the Classroom** - Teachers should give adequate attention to ventilation, temperature, lighting, seating, cleanliness, and atmosphere in their classrooms and should notify the Principal of any corrections which need to be made, except for ventilation and temperature which may be reported directly to the custodian. Teachers shall not allow any exit doors to be locked or bolted from the inside when their classroom is in use.
- 206.17** **Year-End Checkout** - Teachers shall, at the close of the school year or upon resignation during a school year, account to the Superintendent through the Principal for all assigned inventory.
- 206.18** **Use of School Property** - Teachers should understand that public school property may not be loaned out without consent of the building principal.
- 206.19** **Academic Freedom** - Nothing in the rules, regulations, or policies of the Board of

Education, the Superintendent, or the Principal of his / her school should be construed by a teacher as restriction of his / her academic freedom to instruct children so long as the teacher shows an understanding of academic responsibility to juvenile minds. Academic freedom without the mature judgment that goes with academic responsibility is indefensible. Controversial subjects which may fall in this category should be discussed fully with the Principal of the school.

206.20 **Responsibility to the Pupil and Parent** - The first consideration of the teacher is the pupil under his / her charge. The teacher guides intellectual growth. The teacher prepares students to be competent members of society. The teacher recognizes concern on the part of parents toward this goal and works cooperatively with parents in its attainment.

206.20.1 Toward the pupil, the teacher is fair and without prejudice. The teacher respects the pupil's confidences and seeks to understand student needs. The teacher recognizes and assumes the position of pseudo-parent but realizes that basic responsibility for the student rests with the parents.

206.21 **Classification of Pupils** - Teachers shall be responsible for classification and grading as well as promotion of their pupils in accordance with the policy and instructions of the principal.

207 Sexual Harassment

Policy 207 Nondiscrimination on the Basis of Sex – Sexual Harassment

The Procedures that follow are specified in 34 C.F.R. Part 106 at 106.45 as required by 106.44a and though listed as a regulation are federal regulations implementing Title IX of the Education Amendments of 1972 as amended.

The following procedures apply to all reports and formal complaints of sexual harassment that may be received with the following exceptions for reports of sex discrimination that are not formal complaints:

- Notice of the allegations,
- Consolidation of formal complaints,
- Dismissal of formal complaints,
- Investigation of formal complaints, and
- Any part of a noted procedure that is specified for a formal complaint

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed in the Title IX Coordinator, or by any means that results in the Title IX Coordinator receiving the person's verbal or written report (such as reporting to any District employee). Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator.

Any employee of the district is required to inform the Title IX Coordinator, Superintendent or the Supervising Administrator of their work site of any report made to them or any instance they observed regarding sexual discrimination or sexual harassment as soon as possible. Failure to do so may result in their being subject to disciplinary action.

Discrimination of the Basis of Sex: A District's treatment of a complainant or a respondent in response to a report or formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX. For the purpose of addressing formal complaints of sexual harassment, the grievance process must comply with the following requirements. Any provisions, rules, or practices other than those required by § 106.45 as part of this grievance process for handling formal complaints of sexual harassment as defined in § 106.30, must apply equally to both parties.

Sexual Harassment: Includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when made by a member of the school staff to a student or to another staff member, or when made by a student to another student where:

- Submission to such conduct is either explicitly or implicitly made a term or condition of and individual's employment or education; or
- Submission to or rejected of such conduct is used as a basis for employment or education decisions affecting such individual; or
- Such conduct has the purpose of effect of substantially interfering with, hostile, or offensive employment or education environment.

Sexual harassment may include, but is not limited to:

- Suggestive or obscene letters, notes, invitations, derogatory comments, slurs, jokes, epithets, assault, touching, impeding or blocking movement, leering gestures, or display of sexually suggestive objects, pictures, or cartoons.
- Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction between peers is not considered sexual harassment).
- Implying or withholding support for an appointment, promotion, or change of assignment; suggesting that a poor performance report will be prepared; suggesting that probation will be failed; implying or actually withholding grades earned or deserved; or suggesting that a scholarship recommendation or college application will be denied.
- Coercive sexual behavior used to control, influence, or affect the career, salary, and/or work environment of another employee; or engaging in coercive sexual behavior to control, influence, or affect the educational opportunities, grades, and/or learning environment of a student.
- Offering or granting favors or educational or employment benefits, such as grades or promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, etc., in exchange for sexual favors.
- Unwelcome conduct on the basis of sex determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program activity.
- "Sexual assault" as defined in 20 U.S.C. 1092 (f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "Stalking" as defined in 34 U.S.C. 12291(a)(30)."

Anyone who is subject to sexual harassment or who knows of the occurrence of such conduct, should inform the supervising administrator. If the supervising administrator is the subject of investigation the Superintendent should be informed. If the Superintendent is the subject of investigation the Board of Education President should be informed and an outside investigator will be hired.

A substantiated charge against a staff member in the District shall subject such staff member to disciplinary action.

Basic Requirements: A district's grievance process will:

- Treat complainants and respondents equitable by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following this grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures as defined in § 106.30, against a respondent. Remedies will be designed to restore or preserve equal access to the District's education program or activity. Such remedies will include the same individualized services described in § 106.30 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent;
- Require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and provide that credibility determinations may not be based on a person's status as a complainant, respondent, or witness;
- Any individual designated by a District as a Title IX Coordinator, Investigator, Decision Maker, or any person designated by a District to facilitate an informal resolution process, shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. District will ensure that Title IX Coordinators, Investigators, Decision Makers, and any person who

facilitates an informal resolution process, receive training on how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. The District will ensure that Decision Makers receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant as set forth in paragraph (b)(6) of § 106.45. The District also will ensure that Investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in paragraph (b)(5)(vii) of § 106.45. Any materials used to train Title IX Coordinators, Investigators, Decision Makers, and any person who facilitates an informal resolution process, will not rely on sex stereotypes and shall promote impartial investigations and adjudications of formal complaints of sexual harassment;

- It is to be presumed that the respondent is not responsible for the alleged conduct until determination regarding responsibility is made at the conclusion of the grievance process;
- Include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the District offers informal resolution processes, and a process that allows for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities;
- Describe the range of possible disciplinary sanctions and remedies or list the possible disciplinary sanctions and remedies that the District may implement following any determination of responsibility;
- Include the procedures and permissible bases for the complainant and respondent to appeal;
- Describe the range of supportive measures available to complainants and respondents; and
- Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

Notice of Allegations: The following is required upon receipt of a formal complaint

- The District must provide the following written notice to the parties who are known:
 - Notice of the District's grievance process that complies with § 106.45, including any informal resolution process.
 - Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in § 106.30, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include if known:
 - The identities of parties involved in the incident,
 - The conduct allegedly constituting sexual harassment under § 106.30 and
 - The date and location of the alleged incident.
 - The written notice must include a statement that the respondent is presumed no responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.

- The written notice must inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under paragraph (b)(5)(iv) of § 106.45, and may request to inspect and review evidence under paragraph (b)(5)(iv) of § 106.45.
- The written notice must inform the parties of any provision in the District’s code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the District decides to investigate allegations about the complainant or respondent that are not included in the notice provided pursuant to paragraph (b)(2)(i)(B) of § 106.45, the District must provide notice of the additional allegations to the parties whose identities are known.

Dismissal of a Formal Complaint:

- The District must investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in § 106.30 even if proved, did not occur in the District’s education program or activity, or did not occur against a person in the United States, then the District must dismiss the formal complaint with regard to that conduct action under another provision of the District’s code of conduct.
- The District may dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing: a complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; or the respondent is no longer enrolled or employed by the District; or specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.
- Upon a dismissal required or permitted pursuant to paragraph (b)(3)(i) or (b)(3)(ii) of § 106.45, the District must promptly send written notice of the dismissal and reasons therefor simultaneously to the parties. Consolidation of formal complaints. The District may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in § 106.45 to the singular “party,” “complaint,” or “respondent” include the plural, as applicable.

Investigation of Formal Complaints: When investigating a formal complaint and throughout the grievance process, the District must:

- Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the District and not on the parties provided that the District cannot access, consider, disclose, or otherwise use a party’s records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional’s or paraprofessional’s capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the District obtains that party’s voluntary, written consent to do so for a grievance process under § 106.45 (if a party is not an “eligible student,” as defined in 34 CFR 99.3, the District must obtain the voluntary, written consent of a “parent,” as defined in 34 CFR 99.3);

- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- Provide the parties with the same opportunities to have other present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the District may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings with a party, with sufficient time for the party to prepare to participate;
- Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.
 - Prior to completion of the investigative report, the District must send to each party and the party's advisor if any, the evidence subject to inspection and review in an electronic format or a hardcopy, and the parties must have at least 10 days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
 - The District must make all such evidence available for the parties' inspection and review and at any hearing, give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination; and
 - Create an investigative report that fairly summarizes relevant evidence and, at least (ten)10 days prior to a hearing (if a hearing is required under § 106.45 or otherwise provided) or other time of determination regarding to responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

Alternative to Hearings: The District's grievance process will not provide for a hearing.

- After the District has sent the investigative report to the parties pursuant to paragraph (b)(5)(vii) of § 106.45 and before reaching a determination regarding responsibility, the Decision Makers(s) must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

The Decision Maker must explain to the party proposing the questions any decision to exclude a question as not relevant.

Determination Regarding Responsibility: The Decision Maker, who cannot be the same persons as the Title IX Coordinator or the Investigators, must issue a written determination regarding responsibility. To reach this determination, the Decision Maker must apply the standard of evidence described herein.

The written determination must include:

- Identification of the allegations potentially constituting sexual harassment as defined in § 106.30;
- A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- Findings of fact supporting the determination;
- Conclusions regarding the application of the District's code of conduct to the facts;
- A statement of, and rationale of, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and
- The District's procedures and permissible bases for the complainant and respondent to appeal if the District offers an appeal.

The District must provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

The Title IX Coordinator is responsible for ensuring the implementation of any remedies.

207.1

Appeal: The District must offer both parties an appeal from a determination regarding responsibility, and from the District's dismissal of a formal complaint or any allegations therein, on the following basis:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- The Title IX Coordinator, Investigators, or Decision Maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The District may offer an appeal equally to both parties on additional bases.

As to all appeals, the District must:

- Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
- Ensure that the Decision Maker(s) for the appeal is not the same person as the Decision Maker(s) that reached the determination regarding responsibility or dismissal, the Investigator(s), or the Title IX Coordinator;
- Ensure that the Decision Maker(s) for the appeal complies with the standards set forth in paragraph (b)(1)(iii) of § 106.45;

- Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- Issue a written decision describing the result of the appeal and the rationale for the result; and
- Provide the written decision simultaneously to both parties.

207.2

Informal Resolution: The District may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with § 106.45. Similarly, the District may not require the parties to participate in an informal resolution process under § 106.45 and may not offer an informal resolution process unless a formal complaint is filed.

At any time prior to reaching a determination regarding responsibility the District may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the District:

- Provides to the parties a written notice disclosing, the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;
- Obtains the parties' voluntary, written consent to the informal resolution process; and
- Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

At any time prior to agreeing to a resolution:

- Any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
- Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

207.3

Recordkeeping: The District must maintain for a period of seven (7) years records of:

- Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required under paragraph (b)(6)(i) of § 106.45, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
- Any informal resolution and the result therefrom;
- All materials used to train Title IX Coordinators, Investigators, Decision Makers, and any person who facilitates an informal resolution process. The District must make these training materials publicly available on its website, or if the District does not maintain a website the District must make these materials available upon request for inspection by members of the public; and
- For each response required under § 106.44, the District must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the District must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity.

207.4

If the District Does Not Provide a Complainant Supportive Measures: If the District does not provide a complainant with supportive measures, then the District must document

the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

Board Adopted: August 18, 2020

**ESTANCIA MUNICIPAL SCHOOL DISTRICT
NONDISCRIMINATION / EQUAL OPPORTUNITY COMPLAINT FORM**

(To be completed with the compliance officer as provided in AC-R)

Please print:

Name: _____

Date: _____

Address: _____

Telephone: _____ Secondary Phone: _____

Best time to be reached: _____

E-mail address _____

wish to complain against: Name of person, school (department), program, or activity

Address:

Specify your complaint by stating the problem as you see it. Describe the incident, the participants, the background to the incident, and any attempts you have made to solve the problem. Be sure to note relevant dates, times, and places.

Date of the action against which you are complaining:

If there is anyone who could provide more information regarding this, please list name(s), address(es) and telephone number(s). Name Address Telephone Number

The projected solution. Indicate what you think can and should be done to solve the problem. Be as specific as possible.

I certify that this information is correct to the best of my knowledge.

Signature of Person Reporting or Complainant

The compliance officer, as designated, shall give one (1) copy to the complainant and shall retain one (1) copy for the file.

**Board Technical Revision and Adaption: February 13, 2018
Board Adopted: August 18, 2020**

209 Personnel Records

209.1 **Transcripts and Records** - The New Mexico Teacher's contract calls for an official transcript of the education record and training of the teacher to be submitted to the superintendent. To be official, a transcript must be sent to the superintendent from the university or universities concerned.

A record of experience from previous schools must be on file in the office of the superintendent in order that the teacher may receive advancement on the salary schedule for allowable experience.

It is the responsibility of the teacher to see that all records and transcripts are on file in the office of the superintendent and to obtain such transcripts and records as required.

209.2 **Personnel Folder** - Official and up-to-date records for all professional personnel are maintained in the Central Office. The file will contain:

1. Official Transcripts
2. Health Certificates
3. Licensure Records
4. Verifiable Experience
5. Administrator Training Records
6. Evaluation Records
7. Miscellaneous Information
8. Personal and Confidential Records
9. Fingerprint and Background Check as per State Statute

209.3 **Personnel Records** - Personnel records shall be open to inspection only to:

209.3.1 The employee concerned, but only in the presence of an administrator or the person in charge of the records. Closed references will not be open to the employee.

209.3.2 The superintendent, the superintendent's staff or other administrators on a need-to-know basis.

209.3.3 The Board of Education during executive personnel sessions.

Personnel records will not be made available to other persons without the consent of the employee. No material shall be removed from the record for review. No record shall be copied or removed from the Superintendent's office.

211 Staff Health and Safety

- 211.1 Drug-Free Schools and Campuses And Drug-Free Workplace** – The purpose of this policy is to ensure a drug-free environment for all employees, to establish a drug awareness program for all school district personnel and to provide assurance to state and federal government agencies that the school district is complying with the requirements of the Drug-Free Workplace Act the Drug-Free Schools and Communities Act, and the NMAC, Tobacco, Alcohol and Drug Free Schools Rule 6.12.4 and all regulations promulgated there under.

Board Technical Revision: August 14, 2018

- 211.2 Clean Indoor Air Policy** – In compliance with the New Mexico Public Education Department Regulation 94-2, the National Goals 2000: Educate America Act, Part C – Environmental Tobacco Smoke, and the NMAC, tobacco, Alcohol and Drug Free Schools Rule 6.12.4 the Estancia Municipal School District is Tobacco Free effective December 26, 1994.

The use, possession, or distribution of tobacco products, e-cigarettes, nicotine liquid containers, and illicit drugs is prohibited in school buildings or on school property by students, school staff, parents and school visitors and for students at school functions away from school property.

Board Technical Revision: August 14, 2018

- 211.3 Prohibited**

Possession of Firearms and Other Weapons - No employee is allowed to be in the possession of, carry in a vehicle, or otherwise have access to a firearm or any type of weapon while on duty.

- 211.4 Drug-Testing for Bus Drivers** - In compliance with federal regulations the Board of Education requires drug and alcohol testing of district school bus drivers and employees certified to transport students.

This Policy is enacted in accordance with the U.S. Department of Transportation and PED School Transportation Division. Specific restrictions, penalties, testing policies, and employer abuse prevention education requirements are documented in the act. It is the intent of the Board that this policy be implemented in adherence with these federal and state laws.

213 Reporting Violations of Law

213.1 Reporting of Suspected Child Abuse or Neglect - Any teacher or staff member knowing or suspecting that a child is an abused or neglected child shall report the matter immediately to the Social Services Division of Children Youth and Families and their immediate supervisor.

The supervisor and staff member shall make a written report with a copy kept on file by the Supervisor and a copy sent to the Superintendent.

Board Revision and Adoption: October 09, 2007

213.2 Reporting of Known or Suspected Use or Abuse of Alcohol or Drugs by Students

213.2.1 Statutory Basis: State Statutes requires that school employees who know or in good faith suspect any student of using or abusing, possessing or distributing alcohol or drugs shall report such use or abuse pursuant to procedures established by their local school boards. So long as such report is made in good faith, the reporting school employee shall be immune from any civil damages for his or her action. This policy is enacted to provide a procedure to be followed by all School District employees in reporting known or suspected use or abuse of alcohol or drugs by students.

- 1. Duty to Report:** All school employees have a mandatory, non-discretionary duty to report known or suspected alcohol or drug use or abuse, possession or distribution by any student of the District.
- 2. Failure to Report:** The failure of any school employee to report knowledge of suspicion of student alcohol or drug use or abuse in a timely manner may be cause for discipline of the employee.

214 Political Activities

214.1

Political Activities by Employees and Others - Employees seeking political office, as well as other candidates, shall conduct all of their campaign activities outside of regular working hours and away from the school premises. Under no circumstances will a candidate be permitted to use students during school hours in any campaign activity. Similarly, candidates are prohibited from using school machines or materials to produce campaign literature.

Those seeking to promote themselves or another candidate for election are to observe the following rules:

1. Candidates or their supporters may place materials in staff lounges, but not in staff members' personal mail boxes.
2. Candidates, if invited by the faculty, will be permitted to address the group after school hours. Attendance for faculty members will not be mandatory. Otherwise, no campaigning will be allowed in the buildings. No visits to classrooms or lounges for campaigning purposes will be permitted.
3. Students are not to be asked to take home campaign literature for individual candidates.
4. Sale of tickets for campaign fundraisers will not be permitted on the premises if it becomes disruptive to the educational process.

215 Gifts and Solicitation

- 215.1** **Gifts** - Employees shall not solicit or encourage the giving of gifts by students, fellow employees, parents, or others. A gift that is a natural expression of genuine appreciation is acceptable, but the price must be within a "reasonable range."
- 215.2** **Employee Sales** - School employees shall not sell any items such as insurance, textbooks, instruments, or supplies to the school system or the pupils when the employee is in it for personal gain.
- 215.3** **Solicitation** - No employee or student may solicit others for personal political, religious or economic causes for any reason or purpose on school grounds or at school activities.

216 Staff Expenses and Travel

216

Local Reimbursement - The Board of Education, in accordance with the Per Diem and Mileage Act, establishes reimbursement rates for public officers and employees. The District will follow the state's requirement of reimbursing at 80% of the internal revenue service standard mileage rate set January 1 of the previous year. With Prior approval from the Superintendent a district employee will be reimbursed for actual expenses incurred for meals and lodging directly associated with an employees' responsibilities to the District.

Per Diem will begin 5 hours beyond the normal work day. It is the employees' responsibility to complete all necessary forms to obtain reimbursement.

All School related travel must be approved in advance by the Superintendent for reimbursement to be authorized.

Board Technical Revision: November 14, 2017

217 Use of Computers and Internet

217

Estancia School District Acceptable Use Policy for Computing Resources - Estancia Schools has established an Acceptable Use Policy for Computing Resources, which will be reviewed by the board and adopted each year. Staff and students will follow that document to insure the correct, legal, and proper usage of the technology provided by the school district. All technology resources provided by the school are in support of the school's mission and for that purpose only.

Board Revision: April 16, 2013

218 Social Networking

218

“Social Networking” includes all types of posting on the internet, including but not limited to, social networking sites, (such as Facebook, My Space, LinkedIn); blogs and other online journals and diaries; bulletin boards and chat rooms. Social networking also includes Twitter, YouTube and other, similar media. EMSD employees need to be mindful of their internet website posting even if done off duty and off EMSD property. EMSD employees must not engage in social networking during the duty day. Do not disclose personal or contact information, or post photographs of employees without their permission. Never post a photograph and/or information about an EMSD student. Staff should refrain from communication with students through social networking, texting or any other similar types of communication. Any and all communication about sports, activities or clubs including event re-scheduling and cancellations should go to parents or guardian and not directly to the student.

Employees are expected to adhere to these EMSD Standards of Conduct and those who violate this or any other policy are subject to the EMSD Progressive Discipline Process up to and including termination of employment.

219 Recruiting, Hiring, and Assigning Staff

219.1 Background Investigations -Applicants recommended for employment with the Estancia Municipal School District are subject to work history, educational history, and/or reference investigations, including but not limited to substitutes and temporaries. Each such applicant will be subject to a criminal background investigation, including mandatory fingerprinting as a condition of further consideration for employment.

All offers of employment are contingent upon the satisfactory completion of background investigations. Criminal convictions shall not automatically bar an applicant from obtaining employment with the District, but pursuant to the Criminal Offender Act, NMSA 1978 §§28-2-4 and 29-2-5, may be the basis for refusing employment.

Criminal background checks, as described above, shall also be conducted upon each contractor or contractor's employee, at the expense of the contractor or contractor's employee, if the contractor or contractor's employee has unsupervised access to students. In such cases, contracts shall be subject to the satisfactory completion of background checks.

The administration may also conduct the equivalent, above-referenced background investigations of incumbent/existing employees if it becomes aware of facts, circumstances, or conduct that give rise to a reasonable suspicion that undisclosed aspects of the employee's background might disqualify him or her to continue in employment with the District. Volunteers will be required to complete a form authorizing background investigations and/or fingerprinting.

All applicants for employment will be required to read and sign an authorization and agreement form authorizing the District to conduct such investigations.

Board Technical Revision: September 8, 2015

219.2 Continuing Contracts - The Superintendent shall give written notice to any teacher whom they do not wish to re-employ. Teachers who receive a proposed contract for another term indicate their intention of accepting the contract by completing it and returning it to the Superintendent. Notices of dismissal and proposed contracts will be given as soon as budget preparations will allow but under no circumstances will they be later than fourteen (14) calendar days prior to the last day of the school term. Teachers being re-employed must indicate their acceptance within fifteen (15) days of receipt of the proposed contract by return of the completed contract or by letter of acceptance. State law will govern procedures for written notice of dismissal.

219.3 Volunteer Transfer of Personnel - Teachers desiring new experiences for professional growth will be transferred whenever practical and in the best interest of the system at their own request. When such a request is made, it is desirable that the person making the request arrive at a common understanding with all affected by the proposed transfer.

219.4 Release from Contract - Teachers sometimes are offered positions in other school systems, which may provide professional advancement, causing the teacher to ask to be released from contracts in the local schools. The Superintendent's first obligation is to the children in the classroom. If a suitable replacement can be found and it is felt that the educational program of the school will not be impaired, a teacher may be released earlier than the period specified in the contract.

219.5 Extended Contract - Extra time increments are amounts determined by the Superintendent for teachers who accept duties beyond the normal working year.

219.6 **Extra-Curricular Contracts** – Philosophy: The Superintendent recognizes that a complete and meaningful educational experience for the students of this district includes a full program of extra-curricular activities in addition to the academic program.

219.6.1 **Extra-Curricular Assignments for Certified School Personnel** - All certified school personnel are subject to assignment to sponsorship of extra-curricular activities or coaching duties in connection with the extra-curricular sports program of the district, as part of their job responsibilities pursuant to their contracts or employment. In order to be able to fulfill its obligation to the students of the district to provide quality, sponsored extra-curricular activities, the following procedures shall be utilized in connection with the selection, assignment, and re-employment of coaches and sponsors of extra-curricular activities:

A. Initial Employment - In those cases where an individual is initially employed to coach or sponsor an extra-curricular activity as well as to teach or administer, such situation being reflected in the initial notification of employment, offers of re-employment by the Superintendent shall include both academic and extra-curricular responsibilities, unless the Superintendent, thereafter deletes the extra-curricular assignment from an offer of reemployment. Such dual responsibilities are deemed inseparable and rejection of the reemployment shall constitute a rejection of the entire offer of reemployment.

B. Vacancies Filled by Existing Personnel - In the event of a vacancy occurring in a coaching position or sponsorship of an extra-curricular activity, which vacancy is not filled by an initial employment as indicated above, the vacancy shall be filled as follows:

1. Solicitation of Volunteers - After a principal has determined that a vacancy exists, he / she shall solicit volunteers for the position of coach or sponsor from among the personnel of the district. If there are not any volunteers, the Superintendent shall review the qualifications of the volunteers and, if he / she believes that a volunteer is qualified, he / she may select that volunteer for a position that carries a salary increment. If no salary increment is involved, the Superintendent may assign the volunteer to the position.

2. Involuntary Assignment (in district) - In the event that a qualified person does not volunteer to fill the vacancy, the principal shall recommend an employee or employees to be assigned the coaching duties or the sponsorship of the extra-curricular assignment. The Superintendent shall confer with the person or persons recommended by the principal and shall determine, in his / her discretion, the person best qualified to fill the vacancy. If the position carries an increment, he / she shall recommend the employment of such person to the Superintendent, who shall employ a person to fill the vacancy. If no increment is involved, the Superintendent may assign the person to the position in question. The fact that an employee does not wish to accept the extra-curricular responsibility in question shall not disqualify the person from being so assigned and all employees shall have the responsibility of fulfilling such assignments, if given as herein provided.

C. Extra-Curricular Contract - Any certified employee who receives a salary increment for the extra-curricular duties shall execute the District's Extra-Curricular Salary Increments contract.

219.8 **Assignment of Personnel** - The Superintendent shall make such assignments, reassignments, and transfers as are, in his / her professional judgment, necessary to secure the highest efficiency of the entire staff. Except in cases involving extra-curricular assignments, immediate family members will not be assigned to work on the same campus. Immediate family members may work together on extra-curricular activities, but not be under the direct supervision of one another. Immediate family members are defined as spouse, sibling, parent, or son/daughter.

219.9 **Nepotism and Hiring** – As outlined in NM Stat § 22-5-6(2017) a local superintendent not initially employ or approve the initial employment in any capacity of a person who is the spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law of a member of the local school board or the local superintendent. The local school Board may waive the nepotism rule for family members of a local superintendent. Nothing in this section shall prohibit the continued employment of a person employed on or before July 1, 2008.

Board Adoption: August 5, 2019

221 Reemployment, Termination and Discharge

- 221.1** Consideration of personnel appointments shall be made no later than 15 days prior to the end of the current contract.
- 221.3** In addition, nothing in this section shall prohibit the Superintendent from considering personnel at any time vacancies occur.
- 221.4** **Termination (Non-Renewal) of Certified / Licensed School Instructors**
- 221.4.1** Subject to state mandates and within the limits of available funding, the Superintendent has the legal responsibility and authority:
- to define the nature and scope of the school district's programs;
 - to determine appropriate staffing patterns and define the nature and number of positions available; and
 - to approve or disapprove the building administrator's recommendations to reemploy or terminate individual employees.
- 221.4.2** Decisions of the Superintendent terminating the employment of certified/licensed school instructors at the expiration of annual contracts shall be made pursuant to the legal standards established by state and federal statutes, regulations and constitutional constraints applicable to such decisions at the time they are made and pursuant to such procedures as may be provided by the Certified School Personnel Act according to an affected instructor's length of service.
- 221.4.3** Terminations of certified/licensed school instructors which are necessitated by reductions-in-force (R.I.F.'s) shall be carried out pursuant to any further requirements established by the Board's R.I.F. policy as it stands at the time in question.
- 221.5** **Employment Termination (Non-Certified/Classified Employees)** - Employment is terminable at the will of either party, without any requirement for the statement of any cause therefore, upon the providing of a written notice of termination to the other party at least fifteen (15) calendar days prior to the effective date of the termination for employees who have been with the District two years or less.
- Employees terminated after the third contract is signed are provided all due process procedures safeguards as stated by Federal Law and the statutes of the State of New Mexico.
- 221.5.1** Decisions of the Superintendent terminating the employment of classified school personnel, with three years or more, at the expiration of annual contracts shall be made pursuant to the legal standards established by state and federal statutes, regulations, and constitutional constraints applicable to such decisions at the time they are made and pursuant to such procedures as may be provided by the Certified School Personnel Act according to an affected personnel length of service.
- 221.5.2** Termination of classified school personnel which are necessitated by reduction-in-forces shall be carried out pursuant to any further requirement established by the Board's R.I.F. policy as it stands at the time in question.
- 238.1.4** **Discharge** - An employee can be discharged with due process provided by Federal Laws and State Statutes.
- 221.6** **Reduction-In-Force (R.I.F.)**

- 221.6.1 Authority** - Pursuant to New Mexico Public Education Department Regulation, the Superintendent has the authority to discharge licensed school personnel during the term of their contracts or to terminate licensed school instructors with rights created by State Statute (hereinafter "long-term teachers"), after notice and a hearing when a reduction in licensed personnel is required as a result of decreased enrollment, a decrease or revision of educational programs, or insufficient legislative appropriation or authorization being made by the State or Federal Government. Reduction-In-Force (R.I.F.) is "good and just cause" for discharges and "just cause" for termination of long-term teachers, when established pursuant to this policy.
- 221.6.2 Superintendent's Discretion** - The Board is vested with the discretion to determine the educational program of the District, so long as the New Mexico Public Education Department's Educational Standards and statutorily required standards are met.
- The Superintendent, in his/her discretion, may revise the educational program or decrease the number of licensed employees of the District at any time and is solely vested with the discretion to determine when decreased enrollment, financial exigency or other causes justify a reduction in personnel.
- 221.6.3 Situations Justifying Reduction-In-Force** - Situations that justify a R.I.F. shall include, but not be limited to, the following:
- A. Decrease in student enrollment;
 - B. Decrease in revenue:
 - 1. because of decrease of student enrollment;
 - 2. because of loss or reduction of tax revenues;
 - 3. because of reduction of State, local or federal financial support; or
 - 4. because of inflation reducing the value of revenues received;
 - C. Change in the educational program of the District, as determined by the Board in its good faith exercise of discretion;
 - D. Consolidation or de-consolidation involving the District;
 - E. Court orders;
 - F. Orders of the Public Education Department;
 - G. Legislative mandates.
- 221.6.4 Requirement of Good Faith** - The Superintendent shall exercise his/her discretion in good faith and determinations that a R.I.F. is necessary shall be based on bona fide educational considerations and not be a subterfuge for discharging or terminating certain personnel without good and just cause or on impermissible reasons.
- 221.6.5 Timing in Reduction-In-Force** - A R.I.F. may occur at any time during the calendar year when the Superintendent, in his/her discretion, determines that it is justified and the procedures prescribed herein are applicable and are followed. A R.I.F. may be based upon projections of future enrollment, revenues or expenses. The subsequent receipt of more revenue than expected or a subsequent saving of projected expenses shall not invalidate any actions previously taken in good-faith reliance on such projections or require the reemployment of any employees who were released on the basis of such projections.

223 Employee Evaluations

223.1 Appraisal of Teaching - It shall be the duty of the Superintendent and his / her staff to appraise or evaluate effectiveness of the instructional staff.

223.2 Teacher Evaluation

223.2.1 Authority - Evaluation of licensed staff will follow State Statutes.

223.2.2 Objective - The primary objective of the performance evaluation ~~Plan~~ is to assist and improve the quality of instruction, to measure adherence to standards and to provide a basis for employment decisions. The evaluation will identify areas of strength and weakness, improve communication and develop priorities for improvement. Assistance to promote improvement and growth will be provided when necessary. Teachers will not be terminated for poor performance but for failure to improve.

The competencies selected for teacher evaluation and growth planning provide for appraisal by supervisors of staff members to meet minimum performance expectations of the District.

223.2.3 Evaluator. The designated administrator will be the supervisor responsible for conducting evaluations, providing assistance to help teachers meet district expectations and seeing that PDP's are being implemented.

The Superintendent will be the Supervisor responsible for Principal Evaluations.

The Board of Education will be the Supervisor responsible for the Superintendent Evaluation.

225 Professional Development Opportunities

225

Professional Development - Employees of the district who request and are approved by the Superintendent to take credit bearing courses to obtain required certification or licensure to maintain or advance in their assigned positions, or to pursue a degree or certification to become a teacher, will be reimbursed upon successful completion of such courses. Upon successful program completion and issuance of licensure, this policy is inclusive of reimbursement of the program cost of the Cooperative Educational Services Teacher (LEAP) and Principal (PLD) licensure programs (in lieu of additional coursework). Additionally, successful completion of course work leading to National Board Certification is included. Employees must maintain a 3.0 gpa on a 4.0 scale (B per course reimbursed) from North Central Association accredited institutions of higher learning. Upon receipt of official or unofficial transcripts from the issuing institution, the district will reimburse the employee for actual tuition costs associated with tuition and fees to a maximum of \$2,000.00 per fiscal year. Specifically excluded from reimbursement are costs associated with textbooks, mileage, parking, meals, and living expenses.

Should verified reimbursement costs exceed the budgeted maximum amount of money approved by the board, funds will be distributed equally to all eligible employees. The amount of money budgeted will be reviewed by the Superintendent and approved by the board annually at the July board meeting.

Board Technical Revision and Adoption: April 10, 2017

Board Technical Revision and Adoption: July 2, 2019

Board Technical Revision and Adoption: March 9, 2021

Board Technical Revision and Adoption: August 2, 2022

227 Overtime Compensation

This overtime compensation plan does not apply to executive, administrative, professional or licensed teacher employees or to volunteers.

227.1

Subject to the limitations and exceptions set forth below, overtime at the rate of time and one-half will be earned by any employee who is required to work more than forty (40) hours during the work week. All overtime must have prior approval of the Superintendent or his / her designee(s).

Compensation for overtime shall be made by granting compensatory time off at a rate of one and one-half hours for each hour of overtime worked. Compensatory time off shall be taken during the work week following the week in which it was earned unless the use of compensatory time off would unduly disrupt the operations of the district. In the event the Superintendent determines compensatory time off during the week following the week it is earned would be unduly disruptive to the operations of the District, such compensatory time off may be taken as soon as is reasonably possible thereafter. Compensatory time off shall not be accrued in excess of 240 hours.

An employee who has accrued compensatory time off as provided in this policy shall, upon termination of employment, be paid for the unused compensatory time off at a rate of compensation not less than:

1. the average regular rate received by such employee during the last three (3) years of the employee's employment, or
2. the final regular rate received by such employee, whichever is higher.

The hours worked by an employee who, at his or her option, engages in part time, occasional or sporadic employment for the District in a different capacity than his / her primary employment, shall be excluded from the calculation of hours for which the employee is entitled to overtime compensations.

228 Non-School Employment

228.1

Outside Employment. School employees should not seek employment outside of school hours which will interfere with school responsibilities and duties, or which would reflect on their moral character, or which would tend to reduce their physical stamina and general effectiveness at school.

230 Leaves of Absence

230.1 A leave of absence is a special dispensation by the School District to an employee of the system, which is granted after a written application is submitted to the Superintendent, then reviewed and acted upon by the Board of Education.

Leave of absence may be requested for, but not limited to, the following purposes:

1. For additional education that relates to the employee's primary assignment. A plan of contemplated course work must be presented.
2. For leave under the Family and Medical Leave Act.

A request for leave of absence shall not be denied by the District if the employee is entitled to the leave under the Family and Medical Leave Act. All other applications for leave of absence may be granted or denied by the District, in its sole discretion. Granting a leave of absence is not obligatory.

Each request for such a leave of absence shall be in a written application stating the purpose, starting date, duration of the leave of absence (anticipated return), the reasons for its necessity or desirability, evidence of acceptance into a program of higher education or medical documentation in accordance with FMLA (as either applies), and any other information the applicant deems relevant to the request. The leave of absence shall be only for the purpose and duration approved and may not be extended without written approval by the District, but in any case, is not to exceed one year.

230.1.1 A leave of absence granted to an employee obligates the District to rehire the employee in substantially the same capacity as when the leave was granted.

If the unpaid leave of absence is for a full school year, the employee must notify the Superintendent in writing no later than April 15 of the school year in which the leave is taken whether he/she intends to return to work at the start of the following school year. Failure of an employee to return for duty upon termination of a leave of absence relieves the District of its responsibility to re-employ. Failure to return from a leave of absence after the approved duration will be treated as a resignation from the School District.

230.1.2 No leave of absence shall have compensation as a part of it. Consideration will be given to employees and their need for a leave of absence on more than one occasion during their employment. No leave of absence shall be granted for more than one complete contract in consecutive years.

All rights of continuing status, retirement, salary increments, and other benefits shall be restored at the level earned when the leave was granted upon the employee's return to active status.

230.1.3 Leaves of absence may be granted by the Superintendent for any reason deemed sufficient. The Superintendent shall notify the Board of Education of all extended leaves.

**Board Technical Revision and Adoption: December 08, 2009
Technical Review and Revision: April 11, 2022**

230.3 **Family and Medical Leave** - To qualify for family and medical leave as provided by the Act of 1993, an employee must have been employed for at least twelve (12) months by Estancia Municipal Schools and for at least 1250 hours of service during the previous twelve (12) month period.

The employee ordinarily must provide 20 days advance notice when the leave is foreseeable.

An eligible employee is entitled to a total of twelve (12) work weeks of paid (as PTO is available) and unpaid leave during any twelve (12) month period for any of the following reasons:

- a) **Birth Leave** is leave to care for the employee's newborn child:
- b) **Placement Leave** is leave for the placement of a child with the employee for adoption or foster care. (The entitlement to Birth or Placement Leave expires at the end of the 12-month period beginning on the date of the birth or placement. Birth or Placement Leave may not be taken intermittently.)
- c) **Care Leave** is leave to care for the spouse, child or parent of the employee, if such spouse, child, or parent has a serious health condition: (Child) means an employee's son or daughter and is broadly defined to include biological, adopted, foster, step, legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability.)
- d) **Illness Leave** is leave due to a "serious health condition." A serious health condition is one that makes the employee unable to perform the employee's job. (A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves in-patient care of continuing treatment by a health care provider. Maternity leave may be a "serious health condition" particularly if it has medical complications.)

In case of "Care Leave" or "Illness Leave," the employee will within 30 days provide a copy of the treating health care provider's certification. It will address:

- a) the date on which the "serious health condition commenced
- b) the probable duration of the conditions:
- c) the appropriate medical facts, within the knowledge of the health care provider regarding the condition;
- d) for purposes of "care leave", a statement that the eligible employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time required to provide such care;
- e) for purposes of "illness leave" a statement that the employee is unable to perform the functions of the employee's job.

During the period of leave under the auspices of the Family Medical Leave Act, the employer will continue to maintain any group health plan for which the District pays a portion of premium on the same terms and conditions that would apply if the employee did not go on leave. The employee must continue the employee share that he/she should have paid had he/she taken no leave.

Board Technical Revision: March 14, 2017
Board Technical Revision: November 12, 2019

230.4

Professional Leave - Professional leave of five (5) days for attending workshops and / or training sessions is provided upon approval of the Superintendent of a written request.

The Superintendent grants professional leave for staff members supervising student activities and / or athletics upon approval of the Building Principal and the Superintendent. The Superintendent may grant additional days of professional leave for attending workshops or in-service training. Request for additional days beyond the five (5) days must be submitted in writing to Superintendent. The Building Principal shall submit their recommendations regarding the request.

230.5 Bereavement Leave - An employee may be granted, upon request to the Superintendent, up to five (5) days of leave per year, to be used in the event of death in the employee's immediate family. The immediate family is defined to include the employee's: spouse, children, grandchildren, parents, grandparents, sisters, and brothers. In-laws and step-children will also be considered immediate family. Bereavement Leave is not counted against the employee's Paid Time Off leave.

Board Adopted: March 10, 2020

230.6 Court and Jury Leave - When, in obedience to a subpoena or following the direction of his appointing authority, an employee appears as a juror or as a witness for the federal government, the State of New Mexico or a political subdivision thereof, he shall be entitled to a court or jury leave with pay for the period required. Attendance in court or at an official hearing in connection with an employee's official duties, and the time required in going and returning, shall not be considered as absence from duty.

230.7 Military Leave for National Guard and Reserves - All School District employees who are members of the National Guard and Reserves shall be given Military Leave, not to exceed fifteen (15) working days, with pay per fiscal year when they are ordered to duty for training.

230.10 Leave Without Pay - For any leave not covered in other leave provisions, the employee shall submit to his / her Principal, if applicable, or to the Superintendent an application stating the reason for his proposed absence and an estimation of its probable length. Unless the employee is a 12-month person, no request for PTO time will be considered. Leave without pay is deducted from the employee's salary the following month after such leave has been taken. Leave requested will be deducted on the basis of duty days specified in the contract of the employee or the notification of employment. Payment of substitutes will have no bearing on the amount of deductions to be made.

230.12 Paid Time Off - Beginning July 1, 2006 the Estancia Municipal Schools will convert to Paid Time Off. This will replace all paid leaves unless otherwise noted in this policy manual. All previously accrued leave shall be converted to PTO days on July 1, 2006. Paid Time Off shall be granted for such purposes as illness, emergencies, personal necessity, funerals, legal purposes and for other business that cannot be scheduled outside the regular workday. Paid Time Off is not intended for vacation time.

230.13

- a) All 12-month employees shall receive 14 PTO leave days per contract year
- b) All 11-month employees shall receive 13 PTO leave days per contract year
- c) All 10-month employees shall receive 12 PTO leave days per contract year
- d) PTO is accrued at .5 days per pay period for 10-month employees, .5415 per pay period for 11-month employees, and at .583 days per pay period for 12-month employees. An employee may be granted PTO days in advance of accrual with Superintendent approval, for extenuating circumstances; however, if the employee

is unable to complete their contract, the days used but not earned will be deducted from the employee's pay.

- e) Unused PTO Leave is accumulated to a maximum of 90 days
- f) At the end of each fiscal year, unused PTO will be added to the total of accumulated PTO and carried over to the next fiscal year not to exceed 90 days total accumulated PTO
- g) All leave must be requested in writing (on the Estancia Municipal Schools Leave Request Form)
- h) All leave is subject to the approval of the immediate supervisor and must be requested in advance
- i) Emergency sickness - Notification of emergency absenteeism should take place no later than 6:30am the day of the absence and the Estancia Municipal Schools leave request form must be completed and returned within 24 hours of returning to work
- j) A statement from a physician as to the physical condition of the employee (or the necessity of the employee remaining away from duty in the case of household illness or injury) is required for all PTO absence of more than three (3) consecutive days, through recommendation of immediate supervisor. The Superintendent may waive this requirement in unusual cases, and may require a consulting opinion of a physician of his/her choosing to determine eligibility for such PTO leave on the part of the employee
- k) Prior to and following any scheduled holiday or vacation break, a medical doctor's statement as to the severity and reason for non-attendance at work must be submitted in order to be considered for PTO. Final determination is made by the Superintendent through written recommendation of immediate supervisor in all such cases.
- l) Except in extenuating circumstances, Paid Time Off will not be approved on an in-service day, during the first and last five (5) days of the school year unless approved as Family Medical Leave, or for the purpose of early completion of the employee's contract, unless individually specified by Board action.
- m) Beginning with the 1994-95 school term, employees will be awarded incentive pay based on the employees unused PTO: PTO may not be used to begin or end employment contract with the district without a statement from the physician.

Board Technical Revision: March 14, 2017
Board Technical Revision: February 18, 2020

230.14

Vacation Time - All 12-month employees shall receive 12 days of vacation per contract year. Vacation time accrues at .5 days per pay period. An employee may roll-over 10 vacation days per contract year.

Board Technical Revision: August 2, 2016

231 Employee Benefits

- 231.1 Education Retirement Act (ERA)** - All employees are required by State law to participate in the Educational Retirement Program. A fee of \$5.00 is charged to the employee upon initial enrollment in the program. This fee is credited to the employee in the Office of the Retirement Program and is a one-time fee regardless of location of employment in the State of New Mexico.
- 231.2 Social Security (FICA)** - All employees are required by law to participate in the Social Security Act as set by Federal Laws. An automatic deduction from the salary of the employee is made each month and the school district matches the amount according to salary provided by regulations. Effective 1-1-91, each employee must pay an additional amount for Medicare Wages. The School District must match these funds.
- 231.3 Workers' Compensation** - The New Mexico Workers' Compensation was amended whereby the existing annual "assessment" was \$2.00 per employee and \$2.00 per employer per quarter to fund administration of the Act.
- 231.4 Liability Insurance** - The School District carries liability insurance for all employees for actions of tort against an employee.
- 231.5 Health Insurance, Vision, Dental** - The Board of Education provides for a group insurance plan for health insurance for all employees and eligible family members. Eligible family members include spouse, domestic partner, and children. The participation is voluntary by the employee through a payroll deduction and District participation as provided by law.
- Board Revision: November 10, 2020**
- 231.6 Other Insurance** - The Board of Education may, at any time, add other insurance plans and / or change existing plans according to changes in State and Federal laws.
- 231.7 Authorization for Payroll Deductions** - Except for Federal withholding, State withholding, Social Security, Medicare, ERA, and NMEHCA, each employee must authorize deductions from salary for membership in professional organizations, group insurance, credit unions and other deductions not required by law. This is done through the business office on a special authorization form.
- 231.9 Employee Voluntary Transfer of Leave Policy** - This policy replaces the previous Policy 231.9 - Sick Leave Bank. The District recognizes the existence of circumstances under which non-job-related, seriously incapacitating, and extended illnesses and injury may exhaust accrued leave of employees. To provide some measure of relief in such situations, a limited mechanism, based upon voluntary transfer of accrued annual or general leave, is established. The mechanism will be termed transfer of accrued annual or general leave for a medical emergency. The definition of a 'medical emergency' will be as follows: A catastrophic medical condition of the employee or an immediate family member of the employee that will require the prolonged absence of the employee from duty and will result in a substantial loss of income to the employee because the employee will have exhausted all paid leave available apart from the leave-sharing plan. This catastrophic medical condition is an illness not consistent with ordinary illness. Examples of catastrophic illnesses include but are not limited to: cancer, terminal illness, heart attack, stroke, and non-elective major surgery requiring an absence equal or up to ten (10) working days. It is an illness or injury resulting in incapacity requiring high-intensity and/or high-frequency treatment.

The following exclusions to the definition of "catastrophic illness" will apply; however, complications related to these exclusions may qualify as a catastrophic condition. The following list of examples that constitute exclusions is presented for guidance only, and is

not considered an all-inclusive list: bariatric surgery, pregnancy, tubal ligation/vasectomy, hysterectomies not related to cancer treatment, cosmetic surgery, knee or hip replacement, shoulder/rotator cuff tear surgery, carpal tunnel/hand/finger surgery, organ donation.

Limits to Donations:

- The donated leave will be limited to annual leave or PTO.
- Donations will be limited by organizational structure (“bands”) to prevent undue influence and conflict of interest issues.
 - Employees who are licensed (exempt) professional educators shall be limited to donating leave for use by those who are licensed (exempt) professional educators.
 - Other employees (classified/support staff) shall be limited to donating leave for use by other classified/support staff.
 - Central office and building level supervisory personnel may donate across all categories.
- The person donating may only donate already accrued leave up to twenty (20) days at a time, and shall maintain in accrued leave at least twenty (20) days of leave at the time of the donation.
- Donations will be by accrued days of leave, using either the donor's current daily wages or hourly wages earned for each donated day. The recipient shall receive the donation converted to the daily wages they currently earn.
- All donations shall be for the current contract year and shall not exceed that period based upon the current contract earnings of the person to whom the donation is made. Leave shall be granted to an employee for illness or disability of the employee, dependent children, spouse, or other immediate family members who are dependent upon the employee for care. Leave is not granted for maternity leave of an uncomplicated pregnancy or delivery; however, medical or surgical complications to an employee that are associated with a pregnancy or delivery are eligible.
- All donations shall be on behalf of a specific recipient.
- All unused donated leave shall revert to the donating employees on a prorated basis.
- Donations will remain anonymous except for payroll purposes.

Eligibility (for use of transferred leave) - The approved applicant shall:

- Be an employee eligible for Family Medical Leave.
- Be an employee who earns leave.
- Have a "catastrophic medical emergency" as defined in this policy.
- Have exhausted all earned/accrued leave of any nature or kind and be eligible for an unpaid leave of absence.
- Not be eligible at the time of request for disability benefits, including but not limited to Social Security.
- Be one whose return to duty is projected to occur no later than the beginning of their next contract year.
- Submit an application, which shall be received by the District office at least ten (10) days prior to the beginning of the applicant's unpaid leave status, when practical.

Determining eligibility:

- The Superintendent shall appoint an Advisory Committee consisting of at a minimum, one health education professional or school nurse, one support staff member, one licensed teacher and one professional supervisory person to review the applications and make a recommendation to the Superintendent or designee. Review and input may occur via email or in person.

- The Superintendent or designee shall receive the applications and make the final determination of eligibility using the criterion of eligibility and in consideration of the recommendation of the Advisory Committee.
- Employees requesting leave will be notified of the eligibility determination within five working days from making their initial request and providing the required Health Care Certification Form.

Notice and Receipt of Donations:

- Notice of Need for Leave Donations will be provided on the District form.
- Notice of Need will be sent from a Central Office designee on behalf of the requestor to employees within the same Band (i.e., licensed/certified requestor to licensed/certified employees; classified/support staff requestor to classified/support staff; supervisory requestor to other supervisory employees). Anonymity of the requestor will be maintained.
- Donating employees will complete the Employee Transfer of Leave Donation form and return it to the Central Office designee.
- The District shall maintain records reflecting the identity of the donor and the recipient.

Adopted: August 5, 2019

Technical Revision Adopted: February 14, 2022

231.11

Bonus Pay for Accrued PTO or Vacation Leave Upon Leaving the District - beginning with the 2000-2001 school term, employees will be awarded bonus pay based on unused PTO leave when they are honorably discharged from the district by means of resignation or retirement. Minimum days to be eligible is 45 days and maximum number of days is 90 days. The Board of Education will set the daily pay amount annually at its July board meeting. Pursuant to NMAC 1.7.7.8.G, 12-month employees, who earn vacation time in addition to PTO, will be eligible to choose to be paid for up to 20 days of vacation time at their current daily rate, OR for their unused PTO as outline above (i.e., they may be paid for one or the other, but not both). We recommend that the 2022/2023 PTO reimbursement be maintained at the daily rate of \$50.00 per day for the accrued PTO upon leaving the district.

Board Technical Revision Adopted: August 5, 2019

Board Technical Revision Adopted: July 11, 2022

232 Tutoring of Students

232.1

No teacher may tutor for pay any pupil attending the school to which the teacher is assigned, nor shall he/she tutor for pay any other public-school student except by specific approval of the Principal during the scheduled school year.

233 Substitute Employees

233.1 **Substitutes.** Substitutes shall be employed by the Principal or Superintendent and not by the employee who will be absent. Substitute teachers are paid at the rate established by the Board. Other substitutes are paid on the basis of negotiations involving the type of work and its other ramifications.

233.2 **Substitute Teachers.** The superintendent shall maintain an active list of persons approved by the New Mexico Public Education Department to act as substitute teachers. Only persons on this approved list may be employed as substitutes.

233.3 **Substitute Teacher Certification.** The New Mexico Public Education Department shall provide by rule for the qualifications for a substitute teacher certificate. A local school board may provide for additional qualifications or requirements as it deems necessary.

233.4 **Parental Notification**

- A. Within sixty calendar days from the beginning of each school year, every school district shall issue a notice to parents that they may obtain information regarding the professional qualifications of their children's teachers, instructional support providers and school principals. At a minimum, the information shall include:
 - 1. whether the teacher has met state qualifications for licensure for the grade level and subjects being taught by the teacher;
 - 2. whether the teacher is teaching under a teaching or assignment waiver;
 - 3. the teacher's degree major and any other license or graduate degree held by the teacher; and
 - 4. the qualifications of any instructional support providers if the student is served by educational assistants or other instructional support providers.
- B. A local superintendent shall give written notice to the parents of those students who are being taught for longer than four consecutive weeks by a substitute teacher or by a person who is not qualified to teach the grade or subject.
- C. The local superintendent shall:
 - 1. ensure that the notice required by this section is provided by the end of the four-week period following the assignment of that person to the classroom;
 - 2. ensure that the notice required by this section is provided in a bilingual form to a parent whose primary language is not English;
 - 3. retain a copy of the notice required pursuant to this section; and
 - 4. ensure that information relating to teacher licensure is available to the public upon request.

234 Dress Code

234

Staff are required to set a model of personal dress, hygiene, and decorum that is within the dress code requirements expected of students in the school(s) and at all activities sponsored by the school(s) as established in the student handbook. Specific clothing, body piercing, or tattooing prohibited for students is also prohibited for staff. Failure to comply with a request from administration to follow this code will result in the progressive disciplinary policy being imposed.

235 Qualifications / Licensure / Training and Experience

235

Training and Experience (T & E)/Teacher Cost Index (TCI)

Training Requirements

General Provisions: All training claimed for salary placement purposes must meet the requirements in sections 1-8 of this section. Official transcripts of an accredited university, college, or postsecondary institution must verify all college coursework claimed as training for salary placement purposes. It is the responsibility of the individual to request official transcripts from all accredited universities, colleges, or postsecondary institutions attended for submission to the Estancia Municipal School District (EMSD) Personnel Office. The District will only accept official transcripts in sealed envelopes either hand carried by the individual or mailed directly to the personnel office by the university, college or postsecondary institution.

1. An official transcript is required as proof of the conferment of a degree or of the accumulation of additional hours beyond a degree. An official transcript is defined as issued by an accredited institution and embossed with an institutional seal or other means of official identification.
2. Additional hours of credit will only be counted after each academic degree is awarded. Further, additional hours added after the completion of one (1) degree do not carry over after the completion of another degree. (Refer to #8).
3. Undergraduate and graduate credit hours earned before the bachelor's degree is completed may not be counted after the date the bachelor's degree is awarded.
4. All credit hours, either undergraduate or graduate, may be counted if earned after the bachelor's degree for salary placement upon initial employment by the District. After initial employment salary placement, all additional credit hours submitted on an official transcript, either undergraduate or graduate, earned as an employee of the District may be counted for salary placement upon approval of the Superintendent or designee. All requests for approval of additional credit hours must be submitted in writing on the District "Course Approval Form" unless the employee has a degree of program plan on file at the personnel office.
5. Credit will not be given for correspondence courses or activity physical education courses. Degrees and courses offered on the Internet through accredited colleges will be accepted. In accordance with New Mexico State Department of Education regulations, in-service hours earned after July 1, 1988, will be disallowed for salary schedule purposes.
6. Semester hours above a degree will be credited on the salary schedule, subject to prior approval of the Superintendent or designee, only when an official transcript showing those hours is on file in the District personnel office on or before September 30 of the contract year or eight (8) weeks after employment for employees that start after the school year has begun. The increment will be paid only for those hours earned at an accredited college or university. Hours toward an increment on the salary schedule must be semester hours or converted to semester hour equivalent. ***STUDENT TEACHING OR INTERNSHIP HOURS WILL NOT BE COUNTED AS HOURS AFTER A DEGREE OR FOR YEARS OF SERVICE.***

7. For salary purposes, a degree, which has been completed but not conferred may be counted only if the degree granting institution verifies in writing that the degree has been completed and that the degree will be conferred at a later date.
8. If an individual has two master's degrees, the second degree may not be counted as forty-five (45) additional hours unless it actually comprised of forty-five (45) hours. Only the actual hours constituting the second degree may be counted as hours in addition to the first master's degree.
9. Hours earned by an individual while working toward a degree that are in excess of the number of hours needed for that degree may not be counted as additional ("plus") hours once the degree has been completed. For example, although any hours earned while an individual is working toward a master's degree may be counted as they are accumulated as hours additional to the bachelor's degree, once the individual has earned the master's degree, none of those hours earned beyond actual bachelor's degree requirements may be counted as hours in addition to the master's degree—the master's degree becomes the new starting point.
10. Vocational instructors with less than a four (4)-year degree will be placed on the BA column for training and experience purposes, but will be paid according to recognized training and experience at the appropriate cells on this schedule.
11. Verified employment for trades and industries may be counted for training and experience purposes in the vocational instructor's licensed or instructional area.

Experience Requirements

General Provisions: All service claimed for salary placement purposes must meet the requirements in sections 1 –16 of this section. The service verification form and any other supporting documents must meet the requirements for such school records and documentation in this section. All service shall be based on the contractual year (July 1 - June 30). No more than one (1) year of experience may be acquired in any on contractual year. It is the responsibility of the individual to mail or hand deliver the service verification form to all previous employers. The District will only accept service verification forms mailed or faxed directly to the District by previous employer.

1. Reported experience must be instructionally-related and must be verified by use of a service verification form.
2. *Verifiable Experience:* The service verification form shall include place of employment, dates of employment (starting and ending date), and number of hours/days worked for each year of employment. The information must be verified and signed by the previous employer.
3. If a person is employed by more than one (1) school district during the same year, a service verification form from each employing district is required.
4. For personnel employed in a year-round school system, the actual dates of employment during that school's calendar must be indicated on the service verification. The dates may not necessarily conform to the contractual year as defined above.
5. Substitute teaching experience shall not count towards service credit.

6. Accreditation must be by a recognized state or regional accrediting agency in the United States. In states or territories that have no provisions for accrediting, licensing, or approving private elementary or secondary schools, service shall be acceptable provided the person held, while employed, a valid teaching certificate from the state in which the school is located or a valid New Mexico teaching certificate.
7. *Instructionally-Related Experience:* To qualify as instructionally-related, experience must either be in a position in which the primary job responsibility is the supervision and/or provision of formal instruction or in a position as a licensed or certified professional in a clinical or parallel setting. The first type of instructionally-related experience includes but is not limited to experience as a licensed or certified classroom teacher in an accredited public or private school or accredited post-secondary institution; experience as a certified or licensed superintendent, director of instruction, director of testing, director of special education or federal programs, director of bilingual programs, or a principal in an accredited public or private school; experience as a president, dean or department head in an accredited post-secondary institution; experience as a formal trainer in government, business, or industry; experience in a verifiable instructional capacity in the military. The second type of instructionally-related experience includes but is not limited to experience as a registered nurse in a school, hospital, doctor's office, or clinical setting; and experience as an occupational or physical therapist (or any other ancillary service provider) in a school, hospital, doctor's office, or clinical setting.
8. Verified employment for support service personnel shall be counted as experience in their licensed or instructional area. Support personnel are coordinators/subject matter specialists, library/media specialists, guidance counselors, registered nurses, diagnosticians, speech therapists, occupational therapists, physical therapists' psychologists, audiologists, interpreters, orientation and mobility specialists, and social workers.
9. Verified employment for trades and industries instructors shall be experience in the licensed or instructional areas. Verified employment must be documented on the service verification form or in writing from the previous employer.
10. Military service shall be counted only when the employee has taught or completed teacher training immediately prior to military service and the service was instructionally-related. Discharge papers that include a description of the duties to which the individual was assigned are required. If the paperwork is insufficient to allow District personnel to determine whether or not the service was instructionally-related, further proof will be required of the employee before credit for such experience is given. Such additional verification may consist of official documents issued by the military or of written confirmation that includes a description of the instructionally-related duties performed and the signature of the employee's former commanding officer or authorized designee.
11. All college or university experience must be recorded on the service verification form. A supporting letter or form must be attached to the service verification form verifying that either full-time or part-time employment was at faculty status or its equivalent and that the schedule of work and the pay constituted that of other similar faculty employees. It is the responsibility of the employee to secure verification of college or university experience.

12. A person teaching adult basic education or any other program not covered in this section is eligible for service credit if the program was operated by a public school and the person held a valid teaching license.
13. Service experience at one hundred percent (100%) of the day of less than one school year but more than half (1/2) of a school year may be rounded to one (1) year so long as the experience was gained in one (1) position in one (1) span of time. Each partial year must stand alone, however. Two (2) or more sufficient partial years may not be put together for credit. One half (1/2) of a school year shall be ninety (90) days at one hundred percent (100%) of the day or the equivalent of four and one-half (4 1/2) months or a full semester.
14. Service at less than one hundred percent (100%) of the day shall be recognized as full-time employment, provided that documentation is presented to the District, which verifies that the employment was not less than three and one-half (3 1/2) hours each day for a full year or the equivalent of ninety (90) full-time days (percent of day employed *multiplied* by number of days employed).
15. Teaching experience also includes full-time employment as a teacher in public schools, private schools, parochial schools, or institutions of higher learning in foreign countries when those schools have been accredited by recognized accrediting agencies of the United States.
16. Experience must be on file in the District personnel office on or before September 30 of the contract year (or eight [8] weeks after employment for employees that start after the school year has begun) of the school year for which an individual is to receive credit on the salary schedule.

Board Adopted: February 18, 2020

235.1 Plan for Highly Qualified Teachers

235.1.1 In alignment with Section 1119. (a)(3) of the No Child Left Behind Act of 2001 –

“Local Plan” – each school district receiving Title I funds shall develop a plan to ensure that all teachers teaching in the core content areas within the school district are highly qualified no later than the 2006-2007 school year.

Board Technical Revision and Adoption: October 14, 2008

237 Substitute Licensing

Pursuant to State Statute

238 Staff Progressive Discipline Policy

Progressive discipline provides a system for warning employees when they have violated rules, policies, regulation of the Board of Education, the Superintendent, and the Principal or for warning employees of any other employee misconduct. It provides a system whereby employees can become aware of a violation and be given an opportunity to correct their performance. The progressive disciplinary policy does not guarantee these steps will be followed in such cases where it is deemed that the offense justifies stronger action or immediate dismissal. This is to be determined exclusively by the administration.

238.1 Incremental Steps

238.1.1 Verbal Warning. Employees may receive a verbal warning for the first violation of a District rule or policy. The administrator may, at his / her discretion, determine that the offense requires more severe action.

238.1.2 Written Reprimand. If another violation or a District rule or policy or a second misconduct occurs, a written reprimand may be issued. The reprimand will inform the employee of the possible consequences,

including final warning, suspension (with or without pay) and / or discharge / termination, should additional violations or problems occur. A written warning does not have to relate to the same or similar offense for which the verbal warning was given.

238.1.3 Suspension with Pay, Suspension Without Pay. This is a final warning to inform the employee that further misconduct may lead to discharge and / or termination. The employee may be suspended with pay while the investigation is being conducted. The employee may be suspended without pay after going through a due process hearing by the Board of Education.

238.1.4 Discharge or Termination. An employee can be discharged or terminated with due process provided by Federal and State Statutes which may include a hearing by the Board of Education.

239 Standards of Conduct

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

Employee Standards of Conduct:

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

Staff Conduct with Students:

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

Conduct of a Sexual Nature:

The Board of Education will not tolerate sexual harassment activity by any of its employees, students or volunteers.

Conduct of a sexual nature may include, but is not limited to, verbal or physical sexual advances, including subtle pressure for sexual activity; touching, pinching, patting, or brushing against; comments regarding physical or personality characteristics of a sexual nature; sexually-oriented "kidding," "teasing," double-entendres, and jokes, and any harassing conduct to which an employee would not be subjected but for such employee's sex. Sexual harassment of students by teachers and other employees is prohibited and will not be tolerated.

Specific Prohibitions: (Employees and Students)

The Board of Education hereby prohibits any conduct of a sexual nature by school employees directed toward students and shall presume that any such conduct is unwelcome conduct of a sexual nature.

It is sexual harassment for an employee to subject a student to any conduct of a sexual nature. Employees who engage in such conduct shall be subject to sanctions.

Conflict of Interest:

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

Unacceptable Activities:

EMSD expects each employee to act in a mature and responsible way at all times. If employees have any questions concerning any work or safety rule, or any of the unacceptable activities listed below, they should speak with their supervisor. Note that the following list of unacceptable activities does not include all types of conduct that can result in disciplinary action, up to and including discharge. Nothing in this list alters the at-will nature of employment for some employees of EMSD.

1. Violation of any EMSD policy or Procedural Directive.
2. Violation of security or safety rules or failure to observe safety rules or EMSD safety practices; failure to wear required safety equipment; tampering with EMSD equipment or safety equipment.
3. Negligence or any careless action which may endanger the health, safety or wellbeing of the individual or another person.
4. Being intoxicated or under the influence of a controlled substance, including alcohol, while at work; use, possession or sale of a controlled substance in any quantity while on district premises, except medications prescribed by a physician which do not impair work performance.
5. Possession of dangerous or illegal firearms, weapons or explosives on EMSD property or while on duty.
6. Engaging in criminal conduct or acts of violence or making threats of violence toward anyone on EMSD premises or when representing EMSD; fighting, or provoking a fight on EMSD property, or negligent damage to property.
7. Insubordination or refusing to obey instructions properly issued by supervisors pertaining to work; refusal to help out on a special assignment or refusing to cooperate in investigations.
8. Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose.
9. Engaging in an act of sabotage; negligently causing the destruction or damage of EMSD property, or the property of fellow employees, customers, suppliers, or visitors in any manner.
10. Theft or unauthorized possession of EMSD property or the property of fellow employees; unauthorized possession or removal of any EMSD property, including documents, from the premises without prior permission from management; unauthorized use of EMSD equipment or property for personal reasons; using EMSD equipment for profit.
11. Dishonesty; falsification or misrepresentation on applications for employment or other work records; untruthfulness about sick or personal leave; falsifying reason for a leave of absence or other data requested by EMSD; unauthorized alteration of EMSD records or other documents.
12. Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same.
13. Immoral conduct or indecency on EMSD property.

14. Conducting a lottery or gambling on EMSD premises.
15. Unsatisfactory or careless work, failure to meet work productivity or work quality standards.
16. Any act of harassment including but not limited to sexual, racial, religious, telling sexist or racist jokes, or making racial or ethnic slurs.
17. Leaving work before the end of a workday or not being ready to work at the start of a workday without supervisor approval; stopping work before time specified for such purposes.
18. Sleeping or loitering during working hours.
19. Use of telephones for personal calls, text messaging, and cell phone plan features during instructional time.
20. Smoking on EMSD property or in EMSD vehicles.
21. Creating or contributing to unsanitary conditions.
22. Failure to report an absence or late arrival; unauthorized or excessive absences or lateness.
23. Obscene or abusive language toward any supervisor, employee, parent, or student; indifference or rudeness; any disorderly/antagonistic conduct on EMSD premises.
24. Speeding or careless driving of EMSD vehicles.
25. Failure to immediately report damage to, or an accident involving, EMSD equipment.
26. Unauthorized soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on EMSD premises.
27. Failure to use required timesheets, alteration of personal timesheets or records or attendance documents, punching or altering another employee's timesheet or records, or causing someone to alter personal timesheets or records.
28. Any other act or omission which impairs or restricts the ability of EMSD to provide a safe and healthy environment for employees and students.
29. Sharing or disseminating personal, sensitive, or confidential information about an employee, student, or parent. No employee will disclose confidential information unless legal requirements demand such information be revealed or disclosure is necessary to prevent serious and foreseeable harm.
30. Negligence or any careless action which allows others access to personal or confidential information about employees or students. Willfully providing someone access to personal or confidential information about employees or students.

Board Adoption: August 23, 2012
Technical Revision Adoption: January 9, 2018

240 Employee Code of Ethics and Conduct

School personnel will carry out their duties and responsibilities in ways which will merit the respect and confidence of the community, students, and fellow staff members. School personnel are respected by the community and the School District when each individual member of the team: (1) knows his/her areas of responsibility and the functions of his/her job; (2) respects the role of each of his/her colleagues in the School District; (3) is proud of and loyal to his/her school/department and profession; (4) knows and respects the appropriate relationship employees that must exist between students and employees; and (5) is a responsible citizen of his/her school/department and community.

CODE OF ETHICS: CERTIFIED PERSONNEL

The New Mexico Public Education Department has set standards of acceptable ethical behavior and professional conduct in education that are applicable to all licensed school personnel, instructional personnel under contract, including any other person who provides instructional services in a school but who does not hold a standard license and whose presence is authorized by the New Mexico Public Education Department through a waiver, substandard license, substitute license, or an educational plan approved by the New Mexico Public Education Department. NMAC § 6.60.9.1 to § 6.60.9.12 (as amended or recodified in the future).

The Board of Education hereby adopts the New Mexico Public Education Department's Code of Ethical Responsibility cited above and (as amended or recodified in the future), by such adoption, makes the Code of Ethics therein applicable to all licensed personnel of the School District and compliance with those ethical standards a contractual duty of all licensed personnel of the District.

We, professional educators of New Mexico, affirm our belief in the worth and dignity of humanity. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard as essential to these goals the protection of freedom to learn and to teach with the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards.

We acknowledge the magnitude of the profession we have chosen and engage ourselves, individually and collectively, to judge our colleagues and to be judged by them in accordance with the applicable provisions of this Code.

CODE OF CONDUCT: ALL PERSONNEL

The Board of Education further recognizes the need to adopt local standards of ethical behavior and conduct for both certified and non-certified personnel. Therefore, the Board of Education adopts the following Code of Conduct for all employees establishing standards and expectations for employee behavior, which, if violated, may form a basis for discipline, up to and including termination or discharge.

This Code highlights employment responsibilities and sets forth concrete behaviors appropriate for all school personnel. We are committed to this Code and understand that it provides minimal standards of accepted conduct for employees of the School District.

Pertaining to students, all school employees shall:

1. refrain from disclosing confidential student records or information about a student or his/her personal and family life unless the release of information has been approved by the student's parent/legal guardian, or is allowed or required by law in compliance with the Family Educational Rights and Privacy Act of 1974 (FERPA) the Individuals with Disabilities Education Act (IDEA), the New Mexico Mental Health and Developmental Disabilities Code (N.M. Stat. Ann. § 43-1-19), the Inspection of Public Records Act (N.M. Stat. Ann. § 14-2-1 et seq.), the Public School Code (N.M. Stat. Ann. § 22-1-9-8), and the Children's Code (N.M. Stat. Ann. § 32A-2-32 & § 32A-4-3) (as amended or recodified in the future);
2. not discriminate against any student on the basis of race, color, national origin, ethnicity, sex or gender, pregnancy, sexual orientation, gender identity, physical or mental handicap, serious medical condition, disability, or spousal affiliation nor permit students within the employee's control, supervision or responsibility to do so;
3. avoid using their position as a school employee to exploit a student or influence a student to engage in an illegal act, immoral act, or any other behavior that would subject a school employee or student to discipline for misconduct whether or not the student actually engages in the behavior;
4. refrain from fraternizing with students outside the context of school or school-sponsored activities, and tutor students only in accordance with Board policies, if any, upon obtaining written permission from the student's parent/legal guardian, and at a place or time approved by the employee's supervisor and the student's parent/legal guardian;
5. refrain from giving any gift to any student unless all similarly-situated students receive or are offered the same gift for the same reason;
6. shall not use their positions, their influence, or their authority over students to make personal demands upon students unrelated to the purposes of their education. Employees shall not become intimately involved with students, shall not engage in or respond to romantic, sexually oriented, or other intimate relations, or activities with students, nor participate in any unethical behaviors or conduct with them prohibited by the Board of Education's policies;
7. refrain from lending a student money except in instances of emergencies, or in which a student's safety or wellbeing may otherwise be threatened, or the student will otherwise be unable to participate in a school activity, and all such instances and the reason for the action shall be reported to the employee's supervisor as soon as practicable;
8. avoid inappropriate contact with students - regardless of time or location - including, but not limited to:
 - a) all forms of sexual contact, and sexual or romantic relations;
 - b) inappropriate physical contact, embracing, petting, hand-holding, or kissing;
 - c) favoritism in regard to boys or girls; and

- d) offering or giving a ride to a student unless absolutely necessary to the student's safety or wellbeing, and all such instances shall be reported to the employee's supervisor as soon as practicable;
- 9. report any instances to the Superintendent or any School District administrator in which the employee reasonably suspects that another employee has engaged in sexual or physical contact prohibited by this Policy with a student, or that any other adult has engaged in sexual contact with a minor student;
- 10. abide by the prohibitions of N.M. Stat. Ann. § 30-9-11 (1978) or any other statute whether federal or state, which imposes felony sanctions for a school employee who has had sexual relations with a student less than eighteen (18) years of age;
- 11. become familiar with and abide by Board of Education policies related to inappropriate contact with students and sexual harassment of students by employees or by students, avoid sexual harassment of students, and not permit students within the control, supervision or responsibility of the employee to sexually harass any other student, such as by any verbal or physical conduct of a sexual nature with a student -- including any sexual advances or requests for sexual favors, and use of any sexually oriented names or references -- even when the employee believes the student is initiating or consents to such conduct, and avoidance of any possession, display, or distribution of sexually-oriented materials or information at school except any that are part of the curriculum;
- 12. report to the administration any instance in which the employee suspects that a student has been subjected to sexual harassment at school, during school-sponsored activities, or during school transportation to or from such activities;
- 13. Refrain from corporal punishment as per Section 22-5-4.3 NMSA, which prohibits the use of corporal punishment. The Estancia Municipal School District will comply with the legislative mandate. The Estancia Municipal School District prohibits corporal punishment and any form of physical mistreatment of students. This includes prohibiting the direction or suggestion of physical mistreatment of a student by another student.

Corporal Punishment Defined:

- Spanking, paddling, striking, squeezing, or pinching any part of the body or forcefully grabbing the body or clothing of a student, or pushing a student.
- Requiring a student to assume uncomfortable positions (e.g. hands over head, holding books, etc.)
- Restraining or restricting physical movement through binding or tying
- Enclosing a student in a confined space such as a closet, locker, or similar cubical
- Using exercise as punishment (e.g. pushups, laps); exception for PE and Athletics where activity is appropriate to the physical and emotional condition of each student

Corporal Punishment Exceptions:

- Reasonable restraint of a student whose conduct is violent or physically disruptive if:

- Conduct is directed toward any person (employee, other student(s), third person) on school premises, or student him/herself.
- Conduct directed toward school property or the property of another on school premises.
- Reasonable grasp upon, or restraint of the student for purpose of moving or removing the student, or for the purpose of preventing the student from entering the premises *after* student has *refused* valid directives.

Corporal Punishment Penalty for Violations:

- Employee found in violation of the policy shall be subject to discipline, which may include suspension, termination or discharge.
- Instances of physical mistreatment will be referred to law enforcement or child protective agencies as required by law.
- Staff members should follow these general guidelines as they pertain to student interactions:
 - a) control anger, de-escalate conflicts and confrontations, avoid loss of temper, and refrain from any form of physical or verbal abuse of students, except reasonable physical intervention limited to restraint of students actively engaged in, or threatening, physical violence or harm toward himself or herself, other staff members, or other students, and instances of such physical restraint shall be reported to the administration as soon as practicable;
 - b) refrain from using or tolerating on school premises, while at any school activity, and during school transportation to or from any school activity, the use of vulgar, profane, or personally offensive terms, names or nicknames, racial, ethnic, or sexual epithets, and racially, ethnically, or sexually insensitive terms, racial, ethnic, or sexual jokes or slurs, crude anatomical references, other offensive, profane or abusive verbal or non-verbal communications;
 - c) obtain written supervisory approval with regard to particular words, terms, or other communications the employee uses or proposes to use that are or may be otherwise prohibited by this Code;
 - d) avoid being provoked into a response barred by this policy, by student conduct or communications;
- 14. avoid engaging in violent or threatening behavior toward students, regardless of provocation, except when required for the immediate defense from serious physical harm of the employee, another student, staff member, or authorized person on campus.

In general, all school employees shall:

1. comply with all Board policies and administrative regulations regarding standards of employee behavior or conduct;
2. disclose all material facts in all procedures for obtaining employment or licensure, and refrain from making false or misleading statements in connection therewith;

3. avoid misrepresentation of his or her qualifications for employment or promotion;
4. refrain from assisting persons in obtaining educational employment whom he or she knows to be unqualified with respect to their character, education, or employment history;
5. refrain from making false or misleading statements concerning the qualifications of anyone seeking employment with the School District;
6. refrain from permitting or assisting unqualified or unauthorized persons to obtain employment with the School District;
7. avoid disclosure of personal, medical, or other confidential information about other employees to anyone, unless disclosure is required or authorized by law;
8. avoid making false and derogatory statements about other employees;
9. refrain from accepting any gratuity, gift, meal, discount, entertainment, hospitality, loan, forbearance, favor, off-contract time employment or other item, offered on the basis of the employee's employment with the District, and exceeding in fair market value one hundred dollars (\$100), excluding approved educational or employment-related awards, honoraria, plaques, trophies, and prizes;
10. avoid conduct connected with the performance of official duties that is improper or illegal, or which creates the appearance of impropriety or illegality;
11. become familiar with and abide by the Board's policies related to sexual harassment of employees, and avoid sexual harassment of any school employee, any school visitor, and anyone else whom he or she might encounter in the course of official duties, by any verbal or physical conduct of a sexual nature -- including unwelcome sexual advances or requests for sexual favors, and the use of any sexually-oriented jokes, innuendos, names, or references -- and avoidance of any possession, display, or distribution of sexually-oriented materials or information at school except any that is part of the curriculum;
12. refrain from engaging in public displays of affection, even with consenting adults, while on school property, during school-sponsored activities, and during school transportation to and from such activities;
13. use educational facilities and property only for purposes related to the legitimate school-related business for which they are intended, consistent with applicable policy, law and regulation, and avoid use of public-school facilities or property to conduct personal business or personal affairs;
14. not discriminate on the basis of race, age, religion, color, national origin, ancestry, sex or gender, pregnancy, sexual orientation, gender identity, physical or mental handicap, serious medical condition, disability, spousal affiliation, military status in employment or the provision of services of any school employee or any other person with whom he or she has any dealings or contact in the course of official duties;
15. avoid all outside employment which conflicts with school employment duties, or which uses confidential or privileged information obtained from public school employment, or that impairs the employee's physical ability to perform school employment duties;

16. refrain from changing or altering, and from encouraging or assisting anyone else to change or alter any record or document with the intent to conceal or confuse a fact in connection with:
 - a) official school duties;
 - b) another person's official school duties;
 - c) any standardized or non-standardized testing;
 - d) any school application or disclosure process; and
 - e) any submission to any state or federal regulatory authority.
17. avoid knowingly engaging in any conduct or making any statement that would:
 - a) breach the security of any standardized or non-standardized test;
 - b) omit all or part of the testing instructions of any standardized or non-standardized test; and
 - c) assist students in obtaining services or benefits to which they do not qualify or are not entitled;
18. avoid engaging in violent, abusive, indecent, profane, boisterous, disruptive, unreasonably loud, or otherwise disorderly conduct such as would tend to disturb the peace or interfere with or obstruct the lawful mission, processes, procedures or functions of the schools or the School District while on school property, while present at a school activity, and during school transportation to or from such activities;
19. refrain from violent, threatening, or unprofessional conduct toward other employees, supervisors, parents, members of the school community, members of the general public, and others with whom the employee has contact in connection with his or her duties;
20. avoid engaging in any behavior prohibited by the state's criminal code of federal law, and in conduct that may result in criminal penalties, civil fines, or similar sanctions;
21. respond in a prompt, direct, and professional manner to lawful directives, instructions, and requests from supervisors or administrators.

PENALTIES FOR FAILURE TO COMPLY WITH CODE OF ETHICS AND CONDUCT:

The Board of Education finds that adherence to this Code of Ethics and Conduct has a significant bearing on a school employee's competence, turpitude, or the proper performance of his or her duties. Although the Code of Ethics and Conduct is intended to provide a valuable framework of personal ethics to assist employees in their interactions with colleagues, students, parents, and others, the Code of Conduct also sets minimal standards of accepted conduct with which all employees are expected and required to comply.

The failure to abide by the standards of ethical behavior and conduct set forth in the Code of Ethics and Conduct may constitute just cause for discipline - including termination or discharge - of personnel subject to this Policy, by action of the Superintendent of Schools in accordance with applicable procedural requirements.

The failure to abide by the standards of conduct set forth in this Policy shall constitute insubordination and/or misconduct, and shall be considered conduct outside the normal scope of duties of school personnel and, thus, not subject to the procedures for correction of unsatisfactory work performance set forth under NMAC 6.69.2 and the employee will be subject to discharge or termination for misconduct as set forth in N.M. Stat. Ann. § 22-10A-24 and § 22-10A-27 (2003).

After final action is taken to discharge or terminate the employment of any licensed or certified school employee, or any other person providing instructional services in a school who does not hold a standard license but whose presence was authorized by the New Mexico Public Education Department through a waiver, substandard license, substitute license, or an educational plan approved by the Public Education Department, when such discharge or termination of employment is based in whole or in part upon a violation of this Code of Ethics and Conduct, the Superintendent or designee shall report such discharge or termination of employment to the Licensure Unit of New Mexico Public Education Department for possible license suspension or revocation as the Public Education Department determines to be appropriate.

Board Adoption: August 23, 2012
Board Technical Revision: June 13, 2017