

E – BUSINESS MANAGEMENT
(SN Excludes Fiscal Management)

EA	Goals and Objectives
EB	Buildings and Grounds Management Insurance Program Casualty Liability Self-Insurance
EBA	Safety Fire Prevention (Cf. LD) Warning Systems Emergency Drills (Also JGBA, Cf. LD) Traffic and Parking Controls (Cf. JGBB, JF) Safety Inspections
EBA	Playground Equipment
EBB	Security Vandalism Protection
EBC	Heating and Lighting
EBD	Cleaning Program
EBE	Sanitation
EBF	Repairs Routine Emergency
EBG	Leasing and Renting (Cf. DFG, DIG, KG)
EBH	Long-Range Maintenance Program Buildings Grounds
EBI	Buildings and Grounds Records
EC	Equipment and Supplies Management Insurance Program (Cf. EG) Casualty Liability Self-Insurance Receiving Warehousing Distribution (Cf. EBK) Leasing and Renting (Cf. DFG, DIG, KG)
ECA	Equipment Maintenance
ED	Student Transportation Management (Cf. JGC) Carrier Types School Owned Buses Leased Buses

(Continued)

	Contracted Bus Service
	Public Carriers
	Private Vehicles
EDA	SDE Regulations 95-1, 95-6, and 95-9
	Compliance Guide – Policies and Procedures
EDAA	Insurance Program
	Casualty
	Liability
	Self-Insurance
EDAAA	Employee Use of School-Owned Vehicles
EDB	Safety
	Safety Inspection
	Student Conduct
	Special Use of Buses
	Drug Testing of Bus Drivers
EDC	Scheduling and Routing
	Walkers and Riders
EDD	Maintenance Program
EDE	Transportation Records
	Types of Records
EE	Food Service Management (Cf. JGD)
	Sanitation Inspection
	Food Services Records
	Types of Records
EF	Data Management
	Data Collection Purposes
	Data Collection and Retrieval Methods
	Data Analysis
	Data Dissemination
EI	Insurance Management
	Worker's Compensation Policy

BUILDINGS AND GROUNDS MANAGEMENT

The Superintendent for the School District will be responsible for the maintenance, operation and management of buildings, grounds and property owned by the District.

Insurance Program

For the proper preservation of school plant values, all property will be protected against losses through fire, tornado, earthquake, explosion, and other unforeseen circumstances. It will be the responsibility of the Superintendent to effectively administer the insurance program in accordance with the coverage available through the New Mexico Public School Insurance Authority (NMPSIA).

Casualty

If available through the NMPSIA, School District property may be insured at replacement value. Policies will be reviewed annually for adequacy of coverage.

Liability

The Board will insure itself and school personnel against liability claims within the limits specified by the New Mexico Tort Claims Act.

Self-Insurance

Such reserves as are necessary will be maintained by the School District for costs of deductibles and items not covered in the insurance program available through NMPSIA.

SAFETY

School District property will meet safety standards specified by law or other applicable regulatory requirements. School personnel are expected to be alert for possible safety hazards and to take steps immediately to correct such hazards.

Fire Prevention

The Superintendent will be responsible for implementation of fire prevention procedures in the School System. Such procedures shall comply with rules and regulations of the State Fire Marshal.

Warning Systems

Each school building in the District will be equipped with the required fire warning system.

Fire alarm systems must be installed according to nationally recognized standards and must bear an approved label from a recognized testing laboratory.

Alarm stations should be located along the path of exit.

The fire alarm sounding devices should be audible throughout the school above all other noises. The alarm device shall be readily distinguished from all other bells, gongs, and sounding devices.

Emergency Drills

The Superintendent will be responsible for implementation of emergency fire drill procedures in the School System. Such procedures shall comply with rules and regulations of the State Fire Marshal.

Crisis Response

The School Administration shall develop and implement a crisis response plan to be initiated in the event of an event which threatens the health, safety or welfare of staff or students or poses a risk to school property.

Parking and Traffic Controls

The Superintendent will delegate authority to appropriate school personnel for the establishment and maintenance of reasonable traffic and parking controls. Such controls will be limited to school property.

School administrators are authorized to cooperate with law enforcement officials in regulating traffic and parking adjacent to school property.

Safety Inspections

The Superintendent will be responsible for conducting or implementing a system of periodic safety inspections of buildings, grounds, and equipment within the School System. Such inspections will involve appropriate personnel from state and community agencies, the School System and insurance carriers.

EMERGENCY DRILLS

The fire alarm signal shall be clearly audible in all parts of the building. The pitch must be unlike any other routine bell or signal so that when sounded its meaning is unmistakably clear. Under no circumstances shall the fire alarm signal be used for any purpose other than to warn building occupants.

The responsibility for sounding the fire alarm signal for the fire exit drill lies solely with the principal or other person in charge of the school, although all teachers and custodial personnel shall be instructed in the proper use of the fire alarm system and its location. When a fire exit drill is desired by a local fire chief, he should first contact responsible school officials before the fire alarm signal is sounded. It is suggested that the closest cooperation in this respect be maintained between the school and the fire services.

The primary purpose of drills is the training of children. Drills should be more frequent for primary and younger children than for older students.

The safety of children shall be the first priority of the principal and teachers in conducting fire exit drills or actual fire alarms.

More drills should be held at the beginning of the term than at the end.

The type of drill is determined by: (i) type of building, (ii) number and location of exits, (iii) number of pupils, (iv) age of pupils, and (v) number of teachers.

Accurate records of all drills shall be kept on file. Among other things, the record should include: (i) date, (ii) time, (iii) enrollment by room, (iv) time required to empty building, and (v) type of drill-obstructed or unobstructed.

Legal Reference: Fire Drill Law

NMSA 1978, Section 22-13-14, Fire Drills: Requirement

- A. A fire drill shall be conducted in each public and private school of the state at least once each week during the first four weeks of the school year and at least once each month thereafter until the end of the school year. It shall be the responsibility of the person in charge of a school to carry out the provision of this section.
- B. In locations where a paid fire department is maintained, a member of the fire department shall be requested to be in attendance during the fire drills for the purpose of giving instruction and constructive criticism.
- C. The Public Education Commission shall determine penalties for any person failing to meet the provisions of this section.

PLAYGROUND EQUIPMENT

Playground equipment and facilities installed on school property will be designed to conform to all applicable safety standards and will be regularly inspected by school personnel to assure safe operating conditions.

Equipment installed or erected on school property for instructional or recreational purposes will exclude hazardous moving parts and enclosures which prohibit open supervision.

It is the building principal's responsibility to comply with the safety requirements of the District.

SECURITY

The Superintendent will be responsible for developing and supervising a security program for all School District property. The program will clearly identify the responsibilities of all personnel concerning effective security.

Vandalism Protection

Within the scope of the security program, attention will be given to protection from vandalism of all School District property. Such protection will include the use of police patrols, exterior and interior lighting, and weekend and holiday checking of buildings and facilities by school personnel.

As a part of protection from vandalism, the Board may pay a reward:

“To offer, and upon compliance with the conditions of such offer, to pay rewards for information leading to the arrest and conviction or other appropriate disciplinary disposition by the courts or juvenile authorities of offenders in case of theft, defacement or destruction of local school district property. All such rewards shall be paid from school district funds in accordance with regulations which shall be promulgated by the Department of Education.” [NMSA 1978, Section 22-5-4Q]

The payment of a reward will be subject to the availability of funds.

The source of information will remain confidential unless disclosure is mandated by a court having jurisdiction of the matter.

The Board may determine the amount of reward based on the nature of the incident and scope of loss or damage to School District property.

HEATING, COOLING AND LIGHTING

The Superintendent will be responsible for the maintenance of an effective and economical program of heating, cooling and lighting of all school buildings.

CLEANING PROGRAM

The Superintendent will be responsible for the establishment and maintenance of an effective cleaning program of all school facilities. The program will be under the jurisdiction of personnel employed by the School District.

SANITATION

The Superintendent will be responsible for the establishment and maintenance of an effective sanitation program for the School System. Periodic sanitation inspections will be conducted by school personnel and appropriate state and local agencies.

REPAIRS

The Superintendent will be responsible for the establishment of a program of repair to School District property. The program will include the maintenance of adequate records and calendars. Where possible, preventive maintenance programs will be conducted. Major repairs will be approved by the Board.

Routine Repairs

Such repairs will be made upon approval of the Maintenance Supervisor when regular channels of procedure have been followed.

Emergency Repairs

Such repairs will be made upon approval of the Board after the declaration of an emergency situation. Such repairs will be the responsibility of the Superintendent after all emergency procurement provisions have been met.

LEASING AND RENTING

Where necessary, the Superintendent is authorized to enter into leasing and renting arrangements for equipment and/or facilities for the School District. Such arrangements must be approved by the Board, and all conditions of New Mexico law and the New Mexico Procurement Code met.

School facilities may be leased and/or rented to other governmental agencies, civic organizations or private groups by the Board.

- A. The Board reserves the right to refuse the use of school facilities when it is felt that such use seriously disrupts or interferes with the primary purpose for which the facility was originally built, namely, the regular program of the school, or when it is felt that such use is not in the public interest.

Note: The Board views the term "Public Interest" to be all-inclusive in carrying out the responsibility of protecting school facilities from abuse by any source. A specific concern is the heavy public demand which is placed upon Nelson Tydings Auditorium, and the Board directs the use of this beautiful and unique facility be closely controlled. Specifically, circuses or any events which use animal acts are prohibited.

- B. Community organizations shall be permitted to use facilities only after they have made written application.
- C. Community organizations shall be responsible for all property damage and personal injuries or public liability resulting from their use of school facilities.
- D. A representative of the school will open, be present, and close school facilities in use for community activities.
- E. Charges for the use of school facilities shall be as follows:
 - 1. School, scout, 4-H Club, and PTA-sponsored activities – no charge.
 - 2. Community or non-profit organizations whose purposes are community betterment, service and charity – fees to cover cost of operation including utility costs.

3. Activities sponsored by individuals or groups for profit-making or commercial purposes – a charge is levied according to a predetermined fee schedule to be established by the Superintendent.
- F. The community organization sponsoring the activity being conducted in school facilities shall at all times be held responsible for keeping the school premises free of alcoholic beverages and disorderly conduct. It shall also assure that there is no smoking on school premises.
 - G. The Board reserves the right to designate concession privileges to school-sponsored organizations when school facilities are used for any purpose.

LONG RANGE MAINTENANCE PROGRAM

It will be the responsibility of the Superintendent to establish and maintain a long-range maintenance program for all School District property.

Buildings

The long-range program for buildings will include regularly scheduled inspections and follow-up. Particular attention will be given to major items such as roofing, painting, and heating and cooling systems. Preventive maintenance will be scheduled when possible and practical. Consultants may be called periodically for expert advice in assessing building maintenance needs.

Grounds

The long-range program for grounds will include regularly scheduled inspections and follow-up. Particular attention will be given to the maintenance of grassed areas, trees, and shrubbery. Adequate planning will be made when grounds alterations are considered. Consultants may be called periodically for expert advice in assessing grounds upkeep and needs.

RECORDS

The Maintenance Supervisor will establish and maintain a system of record-keeping for the effective administration of the buildings and grounds program.

Such records will include, but not be limited to: (i) inventories, (ii) insurance files, (iii) safety files, (iv) security files, (v) contracts, (vi) schedules, (vii) blueprints and (viii) agreements.

EQUIPMENT AND SUPPLIES MANAGEMENT

The management of school supplies and equipment will be performed with efficiency and dispatched by the Superintendent in order that teaching personnel will have the necessary materials with which to carry on the day to day work of education.

Insurance Program

For the proper preservation of equipment and supplies owned by the School District, insurance coverage, where feasible, will be maintained for protection against loss by natural causes, theft, fire and other unforeseen circumstances. It will be the responsibility of the Superintendent to effectively administer the insurance program pursuant to coverage available through NMPSIA

Casualty

If made available by NMPSIA, School District property will be insured at replacement value. Policies will be reviewed annually for adequacy of coverage.

Liability

All school equipment shall be listed for insurance purposes and will carry liability coverage in the amounts prescribed by the New Mexico Tort Claims Act:

Policies will be reviewed annually for adequacy of coverage.

Self-Insurance

Such reserves as are necessary will be maintained by the School District to replace equipment and supplies which may be lost, damaged, or destroyed but are not of sufficient value to require or obtain insurance coverage.

Receiving

The Maintenance Supervisor will design an effective program of accounting for receivable items.

Warehousing

The Maintenance Supervisor will design a program of warehousing and storage of all School District equipment and supplies.

Distribution

The distribution of equipment and supplies will be administered by the Maintenance Supervisor. Such distribution will be on a regulated basis by requisition and inventory procedures.

Leasing and Renting

Where necessary the Superintendent is authorized to enter into arrangements for leasing and renting equipment and supplies for the School District. Such arrangements must be approved by the Board, and all conditions of, the New Mexico law and New Mexico Procurement Code met.

EQUIPMENT AND MAINTENANCE

The Maintenance Supervisor will be responsible for the establishment and maintenance of an effective equipment maintenance program. Where possible and practical, a preventive maintenance program will be conducted.

Records

The Maintenance Supervisor will establish and maintain a system of record-keeping for effective administration of equipment and supplies program.

Such records will include: (i) inventories, (ii) insurance files, (iii) security files, (iv) contracts, (v) schedules, and (vi) agreements.

STUDENT TRANSPORTATION MANAGEMENT

Student transportation will be recognized as falling into three categories:

- A. Regular to and from school bus routes.
- B. Field or instructional trips.
- C. Activity trips in the areas of extracurricular activities.

The management of the student transportation system will be the responsibility of the Assistant Superintendent for Operations working under the direction of the Superintendent.

Carrier Types

All to and from student transportation will be in school buses. Field trip and activity transport will be in school buses whenever possible. School-owned vehicles, school-approved private car, public carrier, or contracted bus service shall be used for field trip and activity trips only in a manner consistent with state regulations and guidelines.

School-Owned Buses

The Board may contract with a private operator for school bus services. Such contracts will meet all provisions of law governing school bus operation.

Leased Buses

The Board may lease a bus in the event that such a service is needed to meet an obligation of the instructional or extracurricular program.

Contracted Bus Service

The Board may contract school bus services from a private operator. Services for regular to and from school transportation will be governed by the New Mexico statutes and payment for such services will be made in accordance with contracts on the basis of revenues generated by the state transportation distribution.

Services for instructional and extracurricular transportation will be governed by New Mexico statutes and payment for such services will be computed on a trip basis or on actual mileage. Yearly agreements will be made with the school bus contractor in establishing trip costs.

The contractor shall adhere to all provisions of the statutes and the State Department of Education regulations in providing pupil transportation service to the School District.

The transportation contract will be reviewed by the Board on an annual basis. The Board may make a maximum five (5) year agreement with the contractor.

The Board may impose additional requirements on the contractor which are over and above statutory or State Department of Education requirements where such requirements are deemed to be in the best interest of the School District and its students.

Public Carriers

Public carriers will be utilized to supplement the regular transportation system when time and/or distance is a factor. Such service will be used primarily for extracurricular activities.

Private Vehicles

Private vehicles will be utilized in emergency use only. The owner of such vehicles shall present proof of registration, insurance and driver's license as requested by the Assistant Superintendent of Operations, and will be kept on file.

Any and all individuals utilizing private vehicles will be required to take all necessary training.

School Owned and Operated Vehicles

The Public Education Commission approved changes to regulation 6.41.4 NMAC (previously regulation 6 NMAC 9.5.3). The changes became effective on July 1, 2001.

School employees are eligible to operate school owned vehicles to transport up to eighteen (18) passengers in two (2) 6-9 passenger vehicles on planned school sponsored activities.

All passengers are required to use seat belts in accordance with applicable State Statutes and comply with child restraint recommendations from the National Highway Traffic Safety Administration (NHTSA).

The operators (school employees) of these vehicles shall meet the requirements of:

- 1) Criminal background checks
- 2) Drivers licensing checks through motor vehicle records;
- 3) Substance and alcohol testing in accordance with 49 CFR Part 382;
- 4) Physical examinations (every two years beginning July 1, 2001, the DOT or SDE physical examination form will be accepted);
- 5) Pre/post trip inspections of the vehicle; and
- 6) Minimum of a twelve (12) hour pre-service training program.

The number of hours required for annual in-service training will increase from 8 to 16 per year. To remain qualified, school bus drivers and/or bus assistants shall complete a total of 8 hours in-service training per semester during the school year or four (4) hours per quarter. In-service for new drivers should be pro-rated for the number of quarters employed during their first year. Quarters during the year are as follows: January 1 – March 31; April 1 – June 30; July 1 – September 30, and October 1 – December 31.

SDE REGULATIONS 95-1, 95-6, AND 95-9
COMPLIANCE GUIDE – POLICIES AND PROCEDURES

The following policies and procedures will be complied with those involved in providing transportation services to the students of the Hobbs Municipal Schools.

Responsibilities

Parent Responsibilities

- 1) Parents/guardians will review with their students the regulations identified with the student transportation handbook which each student rider receives.
- 2) Parents/guardians will have their children at the designated bus stop at the time identified on the bus route schedule.
- 3) If the student rider is being provided front door service in the a.m., the parent/guardian will have the child ready for the scheduled pick up time.
- 4) If the student rider is being provided front door service on delivery to the home, the parent/guardian or a responsible adult will be present to receive the child.

Student Responsibilities

Students will become familiar with, will abide by, and be held accountable for the regulations listed in the Hobbs Municipal Schools Student Transportation Handbook.

Teacher Responsibilities

Teachers will provide assistance to the school bus drivers in the loading and unloading of the students coming to and going from school on the school buses.

Other District Staff Responsibilities

Other District staff responsibilities associated with the transportation of students to and from school on a daily basis will support those regulations identified in the Hobbs Municipal Schools Student Transportation Handbook.

Complaints Regarding Students' Transportation

Due process provisions are identified in the Hobbs Municipal Schools Student Transportation Handbook. The person with a complaint may also contact the Superintendent of Schools or his/her designee.

Student Discipline Policy for Students Riding School Buses

The Hobbs Municipal Schools Student Transportation Handbook defines behaviors expected of student riders. In this handbook the consequences which apply to student riders are also listed. The Hobbs Municipal Schools Board annually approves student handbooks for all elementary and secondary students. Identified in these handbooks are the other guidelines, policies, and procedures which would apply to the school bus riders. Also SBE Regulations 81-3 is followed for the provision of students' due process and the appeal process.

Travel Time Policy

All students shall be transported in a timely manner. Special needs students being transported within their attendance area shall have a travel time comparable to that of their peers. Students being transported outside of their attendance area shall have as minimal a travel time as possible depending on available equipment and the attendance location.

Transportation of Special Personnel

Transportation of special personnel, i.e., medical/nursing assistants, shall be authorized by the Superintendent of Schools. The need for such shall be justified in writing by qualified medical personnel and will be deemed necessary in the student's IEP.

Transportation of Animals to Accompany Students with Disabilities

The transportation of canine companions shall be authorized by the Director of Special Education. The need for such shall be justified in writing by qualified medical personnel and will be deemed necessary in the student's IEP. School personnel shall determine that all passengers who will be affected by the transportation of the companion animal are free from allergies or fears of such animal. Should this occur, alternate means of transportation will be reviewed by the IEP Committee. In the event that a companion animal is approved for transportation, the student's parent/guardian must provide the following documentation:

- The owner's ID card or the special plate on the dog's collar.
- Current veterinary vaccination verification.
- A release from responsibility for any injury or damage caused by the animal.

The documentation must be renewed annually and will be due at the start of each year.

Transportation of Medication

All medication for elementary students must be delivered by the parent/guardian to the school principal. The medication for elementary students will not be transported on the school bus. Elementary students will not be allowed to transport their own medication. Medication will only be administered by qualified school staff. Each medication to be given at school must have a completed Physician Order and Medication Authorization Form on file at school and the information will be included in the student's IEP. Secondary students may carry and administer their own medications under most circumstances. (Ref. JGAC).

Student Seating Charts

Students will be assigned to a seating chart designed by the school bus driver.

Transportation for Students Eligible Under Section 504 of the Rehabilitation Act of 1973

Students who qualify for transportation under Section 504 of the Rehabilitation Act of 1973 will be required to provide medical documentation supporting their need for transportation. A transportation form must be completed and turned into the Exceptional Programs Office prior to the start of transportation. The transportation form must include number of days required to reconfigure the route, the time limit required to wait for students receiving modified services, and when a guardian or parent is not present to receive the student.

Termination of Bus Contract

Refer to SBR Regulation 95-4 adopted by reference.

Student Safety on School Activity Trips

These rules and regulations which apply to the safety and welfare of students on daily to and from bus transportation will also apply to student activity trips.

Per Capita Feeder Regulations

Reimbursement

The Hobbs Municipal Schools will provide per capita or per mile reimbursement to a parent/guardian in cases where regular school bus transportation is impractical because of distance, road conditions, or sparseness of population. The mileage for reimbursement will be checked by the Assistant Superintendent for Operations for verification. The period of reimbursement is from the 16th of the month to the 15th of the next month and will be paid on the 21st of each month. If the 21st falls on the weekend, then they will be paid the following Monday. The actual attendance of each child will be checked by the school they attend.

Total reimbursement mileage will include the necessary round trip mileage from the home to the bus stop or school (whichever is the lesser distance), for both the pick-up and delivery trips.

In the case where a student drives a vehicle to a point and then leaves the vehicle parked, only one round trip per day will be allowed.

If it is necessary for Kindergarten pupils to be transported home at midday or brought to school at midday on a per capita feed, reimbursement will be made only for necessary mileage.

Requirements

The person providing the transportation shall provide proof of insurance coverage when signing the per capita feeder agreement and when picking up the reimbursement check.

To be eligible for per capita feeder reimbursement, a pupil lives outside the legal walking distance to the nearest school bus route or to school, whichever the case may be. The minimum distances one-way to qualify for reimbursement are:

- One (1) mile to Kindergarten through 6th.
- One and a half (1 ½) miles for grades 7th through 9th.
- Two (2) miles for grades 10th through 12th.

Transportation of Eligible Students

As defined by law an eligible rider is any student who lives within the school district boundary and meets the following walking conditions:

- One (1) mile for Kindergarten through 6th.
- One and a half (1 ½) miles for grades 7th through 9th.
- Two (2) miles for grades 10th through 12th.

Students living within legal walking distances and/or who live outside the district boundaries are ineligible for bus transportation without the Superintendent/designee permission.

School Bus Emergency Exit Drills

Emergency exit drills will take place twice annually. The driver will be the individual conducting these drills, but will receive support from school personnel. These drills will take place on school premises. The drills will be one of the following:

- All students exit by either the front door or the back door.
- All students exit by the front door only.
- All students exit by the back door only.

INSURANCE PROGRAM

It will be the responsibility of the Superintendent to administer the student transportation insurance program. The School District will be protected against loss of life, personal injury and liability on all transportation and property damage on school-owned vehicles in accordance with coverage available through NMPSIA. The insurance program will be reviewed annually for adequacy of coverage.

Casualty

School vehicles with an amortized value which is less than the insurance deductible amount will be insured for liability coverage only.

Liability

Liability coverage will be obtained from NMPSIA and carried on all school-owned vehicles and on those vehicles contracted to transport students and school personnel.

Self-Insurance

Such reserves as are necessary will be maintained by the School District to compensate for claims which may arise due to deductibles and unforeseen circumstances.

ASSIGNMENT OF SCHOOL-OWNED VEHICLES TO EMPLOYEES

Certain administrative and maintenance employees whose duties require frequent service outside of normal business hours and/or whose work days frequently begin or end at locations away from their normal duty stations may be assigned school-owned vehicles for the convenience of the school district. Such vehicles may be used to commute to and from work, but federal income tax law and regulations require the school district to report the value of the commuter use to the Internal Revenue Service as taxable compensation to each affected employee.

Employees who commute to and from work in school-owned vehicles will be reported as receiving taxable compensation for no more than the value of one round trip per work day at the current IRS-established rate.

School-owned vehicles shall not be used for any personal purpose except for commuting or other minimal use such as an occasional stop on personal business en route to or from work or a work-related stop. Employees should recognize, however, that school-owned vehicles are highly visible to the public and should exercise good judgment in the use of such vehicles at all times.

No employee shall operate a school-owned vehicle to transport alcohol or illegal items or when under the influence of alcohol or illicit drugs.

The Board of Education shall approve and may revise the list of employees who are assigned school-owned vehicles from time to time. Employees shall not use assigned vehicles or permit them to be used for any non-school purpose except as authorized by this policy or in a sudden and unforeseen situation where an otherwise unauthorized use appears to be reasonable under the circumstances.

Legal References:

United States Internal Revenue Code, 26 U.S.C. 61(a) (1)

IRS Regulations:

26 C.F.R. 1.61-21 (f) (commuting valuation rule)

26 C.F.R. 1.274-6T (substantiation requirements and written policy statements on personal use of employer-owned vehicles)

26 C.F.R. 31.3501 (a) – IT (reporting and withholding for value of personal use of employer-owned vehicles)

SAFETY

All equipment utilized in the student transportation system will be as safe as is possible and will be operated in a safe manner. All vehicles used as school buses or to transport students will meet applicable standards stipulated by the School Transportation Division of the New Mexico Department of Education.

School bus drivers must meet standards of the State Transportation Division and the liability insurance carrier. The school bus contractor and the Assistant Superintendent for Operations are responsible for the selection and supervision of school bus drivers. The Assistant Superintendent for Operations is granted this authority by the Board. Drivers of fleet contractors are not considered employees of the School District.

Safety Inspection

All school-owned vehicles will be inspected periodically by school personnel as well as at periodic intervals required by state regulation to qualify for the state safety emblem.

All school buses will be routinely inspected daily by the driver. The state police or qualified DOT inspectors will conduct thorough inspections of school buses twice yearly in the manner required by state regulation.

Student Conduct

Students shall follow the student handbook and conduct code while being transported under school jurisdiction. The Superintendent will be responsible for the development of rules and regulations for the safe conduct of student passengers. Each principal, coach or sponsor will be required to enforce this policy.

The school bus driver will enforce student conduct rules and regulations on to-and-from school trips.

Special Use of School Buses

School buses will be used only for passenger transportation. Use of school buses for purposes other than regular to-and-from school routes will be permitted but the regular route of the bus must receive priority over other activities.

DRUG TESTING OF BUS DRIVERS

This policy is adopted by the Board of Education in the interest of protecting the safety of the District's school children by detection and deterrence of the use of controlled substances by school bus drivers - - all of whom occupy safety-sensitive positions - - in conformity with the terms of Public Education Commission Regulation No. 91-2 (March 21, 1991), and in recognition of the policy preference expressed by the State Board of Education in the Regulation.

1. School bus drivers transporting students for the District, whether as employees of the District or pursuant to independent contract, shall be subject to drug testing on the following basis:
 - a. Upon the determination of the Superintendent, or his or her designee, that there is reasonable cause to believe that a driver has been using a controlled substance, on the basis of observation by two (2) school personnel or two (2) contractor personnel who have received training in the identification of actions, appearance, or conduct of a commercial motor vehicle driver which are indicative of such use, unless observation by two (2) such witnesses is not feasible, in which case observation by one such witness shall be sufficient;
 - b. Upon employment by the District, following an offer of employment that is subject to such testing, but prior to commencing duties as a driver;
 - c. By selection pursuant to a random selection process in which at least 50 percent of the average number of drivers employed annually by the District; and,
 - d. Within 32 hours of any reportable vehicular accident in which a driver has been involved, and for which the driver has received a citation for a moving traffic violation arising from the accident.
2. Positive results of such testing, or a refusal to cooperate in such testing, shall be grounds for discharge, non-renewal, or refusal to hire.
3. The circumstances in which testing shall be conducted, and the manner in which such test will be conducted, shall be as set forth in United States Department of Transportation regulations referenced in SBE Regulation No. 91-2, namely, 49 C.F.R. Parts 391 and 40.

4. All contracts with school bus operators are subject to such operators providing the Superintendent with test results for their employees and applicants for employment pursuant to the criteria set forth in paragraph 1, above.
5. As used in this policy, drug testing involves the driver or applicant making himself or herself available at a place and time specified by the Superintendent or his or her designee, and providing a sample of body fluid or tissue to be analyzed for the presence of "controlled substances", as that term is defined by pertinent U.S. Department of Transportation regulation referenced in SBE Regulation No. 91-2.
6. To the extent application of federal regulations incorporated in SBE Regulation 91-2 hinges on the school bus operating in interstate commerce, or requires that it be subject to regulation by the Department of Transportation, or otherwise incorporates definitional phrases which are based on interstate activity or obligation to federal agencies, it is the intent of this policy that such testing requirements and procedures shall also apply to drivers not operating in interstate commerce or being subject to such federal regulation. To the extent any other portion of the federal regulations incorporated in SBE Regulation 91-2 require reasonable modification to make them applicable to the operation of school districts, it is the intent of this policy to effectuate such reasonable modifications on a case-by case basis and it is not the intention to make the regulation inapplicable.
7. The reporting requirement in SBE Regulation 91-2 which arise under 49 C.F.R. Part 394 are an element of this policy. To the extent such reporting requirements hinge on operation in interstate commerce or subjection to United States Department of Transportation regulation or require reporting of federal agencies, such reporting requirements may not be applicable where operations are in an intrastate environment. To that extent, the reporting requirements will not be applied.
8. In the event that any portion of this policy or any portion of the regulations it incorporates are declared unenforceable, the remainder of this policy and such regulations shall remain in full force and effect.

EDB ADMINISTRATIVE
RULES & REGULATIONS

All employee drug testing is to follow “guidelines outlined by the U.S. Department of Transportation” – governing such test.

Applicable for Employment as a Bus Driver

1. All applicants to whom a job offer is made are to undergo examinations for illegal drugs.
2. An applicant whose test indicates evidence of drugs and/or alcohol will be required to produce a valid medical reason for usage. Any applicant failing to provide such information will be denied employment.
3. An applicant who refuses to undergo drug testing will be denied employment.

Current Employees as Bus Drivers

1. Current bus drivers will undergo drug testing as soon as possible.
2. Follow-up drug testing will be conducted once every two (2) years and upon a random basis at the discretion of the Superintendent or his/her designee.
3. A confirmed positive test result from a drug test evaluation will result in disciplinary action up to and including termination.

SCHEDULING AND ROUTING

The Assistant Superintendent for Operations will be responsible for establishing schedules, bus routes and bus stops for school buses.

Walkers and Riders

By state statute the following walking-riding distances are established.

Students are eligible for school bus transportation if the walking distance to school is at least:

Elementary (Grades K – 6)	1.0 miles one way
Junior High School (Grades 7 – 8)	1.5 miles one way
Freshman High School (Grade 9)	1.5 miles one way
High School (Grades 10 - 12)	2.0 miles one way

Exceptions may be made if hazardous waling conditions exist or if a student is disabled.

VEHICLE MAINTENANCE PROGRAM

It will be the responsibility of the school bus contractor to effectively maintain school buses.

It will be the responsibility of the Maintenance Supervisor to establish an effective maintenance program for all school-owned vehicles.

RECORDS

It will be the joint responsibility of the Superintendent and the Assistant Superintendent for Operations to maintain transportation records.

Types of Records

- A. Insurance
- B. Inspections
- C. Inventories
- D. Physical Examinations (Drivers)
- E. Student Rosters
- F. Contracts and Agreements
- G. Schedules
- H. Routes
- I. Safety
- J. In-Service Training

SCHOOL LUNCH SERVICES MANAGEMENT

It will be the responsibility of the Nutritional Services Coordinator to coordinate effectively the school lunch services program. This coordination is to include:

- A. Supervision of the cafeteria manager.
- B. Establishment of a bid system for cafeteria items.
- C. Cafeteria accounting and auditing.
- D. Establishment of a free or reduced price lunch policy.
- E. Cafeteria inventories.
- F. Submission of cafeteria reports to state and federal agencies.
- G. Establishment of rules and regulations covering local vendors providing food items.

Sanitation Inspection

It will be the responsibility of the Nutritional Services Coordinator to carry out daily sanitation inspections of all operations in the central kitchen and periodically in each school kitchen. These inspections will be in addition to those carried out by local and state sanitation officials.

Records

It will be the joint responsibility of the Nutritional Services Coordinator and the Cafeteria Manager to maintain effective records for the school lunch program.

Types of Records

- A. Inspections
- B. Inventories
- C. Contracts and Agreements
- D. Accounts Receivable
- E. Bids
- F. Schedules

EE ADMINISTRATIVE
RULES & REGULATIONS

ON-CAMPUS COMMERCIAL VENDOR CONDITIONS

1. All items are to be quoted at final delivered price to Hobbs Municipal Schools Nutritional Services (HMSNS) Central Kitchen. Title does not transfer to the School District until receipt.
2. Sums of money shall be indicated by unit cost.
3. The School District reserves the right to accept or reject any or all quotations. Unit pricing will be considered within the framework established for students. Those unit prices which are not adaptable to this framework will not be accepted.
4. Requested products/items will conform in all respects to the same specified products/items sold in the vendors' commercial establishments. Items delivered not as specified will be the responsibility of the vendor to pick up and credit the School District at no expense to the District.
5. Specified conditions for participation, delivery, unit price and specified items will be outlined in a written agreement signed by the vendor's authorized representative (Attachment – 3 of 3). The Board delegates to the Superintendent the authority to sign such agreements for the School District. No other school official is authorized to sign such agreements. The terms of this agreement may be changed by written consent of the vendor and the School District with at least one week notice of change by the requesting party. This will allow the requested change to be reviewed, accepted, and/or rejected by the affected party prior to implementation.
6. In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trademark, or application thereof, the seller will indemnify and hold harmless the School District from any and all losses, cost, expenses, and legal fees on account of any claims, legal actions, or judgments on account of manufacture, sale, or use of such article in violation, infringement or the lack of rights under such patent, copyright, trademark or application.
7. Delivery arrangements will be made with individual vendors as required. In the event a vendor fails to deliver as specified and when promised, the HMSNS District reserves the right to cancel its accepting order or any part thereof, and the vendor agrees that HMSNS may return all or any part of any shipment so made, and may charge the vendor with any loss or expense sustained as a result of such failure to deliver as promised.

EE ADMINISTRATIVE
RULES & REGULATIONS
Continued

8. The School District is exempt from applicable federal and state sales taxes. All quotations should be made taking this fact into consideration.
9. Vendors will be required to supply a copy of their current Environmental Department permit prior to initial ordering.
10. Vendors will be expected to provide promotional signs and/or banners to advertise their products.
11. The majority of vendors will sell products directly to the School District. There will be no obligation to the vendor for personnel or equipment. Listed below are exceptions:
 - a. In specific cases where vendors' products will require special equipment (shake machine, snow cone machine), these vendors will be allowed spaced to set up their equipment and will be required to provide their own personnel at a space fee of \$25.00 per day.
 - b. Renting vendors will be required to maintain and clean up their stations and areas.
 - c. Renting vendors will not be allowed to sell products other than those specified in Attachment 3 of 3.
 - d. Renting vendors will be required to follow all other provisions specified in the On-Campus Commercial Vendor Conditions Agreement.
 - e. Those vendors who qualify as renting vendors will be evaluated and determined solely by the School District.
 - f. Rental payments will be made by the 15th of each following month for rental days of the previous month to Hobbs Municipal Schools Nutritional Services Department, P.O. Box 1030, Hobbs, NM 88241-1030.
12. Invoices are to be in the same of Hobbs Municipal Schools Nutritional Services Department, P.O. Box 1030, Hobbs, NM 88241-1030. Payments will be forwarded to vendor on or about the tenth of each month following the purchasing month.

ON-CAMPUS COMMERCIAL VENDOR CONDITIONS AGREEMENT

Attachment (Sample)

VENDOR NAME
VENDOR ADDRESS

1. List and/or specifications of product(s) to be purchased from _____ (Vendor).
 - a.
 - b.
2. _____ (Item) is to be previously prepared at vendor's establishment and delivered in accordance with the following conditions:
 - a.
 - b.
3. Products must arrive at delivery site at proper serving temperature. Hot items not less than 140 degrees; cold items not more than 40 degrees.
4. Unit pricing:
_____ \$ _____ Cost per unit
(Specified Vendor Item)

SIGNATURE OF AUTHORIZED REPRESENTATIVE (VENDOR NAME)

DATE

SIGNATURE OF HMSNS REPRESENTATIVE

DATE

DATA MANAGEMENT

It will be the responsibility of the Data Processing Coordinator to coordinate the school data processing unit service. This coordination will include, but will not be limited to:

- A. Supervision of the Data Processing Employees.
- B. Establishing a bid system for data processing equipment and supplies.
- C. Establishing and maintaining processes and procedures between data processing and other elements of the School System such as business, personnel and instruction.

Data Collection Purposes

The data processing unit will be utilized to the fullest extent possible in complementing the entire School program. Data to be collected will include, but will not be limited to: (i) attendance, (ii) student records, (iii) personnel records, (iv) inventory, (v) instruction, (vi) report cards, and (vii) accounting and purchasing.

Data Collection and Retrieval Methods

Each element of the School System will be responsible for providing the data processing unit with basic information in processing and adhering to established deadlines and time schedules. The data processing unit will accumulate and retrieve data for each element of the School System to plan the most effective method and procedure within the scope of total workload, staff and facilities.

Data Analysis

The Data Processing Coordinator will be responsible for developing machine programs which will provide as much information as is practical and useful for a given element of the School System. The analysis of such data will be the responsibility of key school personnel functioning in a particular area or field, or the person who originally requested such data.

Data Dissemination

It will be the responsibility of the Data Processing Coordinator to effectively disseminate data to other elements of the School System within the scope of established schedules and procedures. Security will be maintained in the data processing unit for all material under its jurisdiction. Data will not be disseminated outside the School System without the approval of the Superintendent.

INSURANCE MANAGEMENT

(WORKER'S COMPENSATION POLICY)

The District provides its employees with Worker's Compensation Benefits as provided by law. The following procedures are to be followed whenever an injury arises out of the scope and in the course of their employment with the District.

REPORTING AN INJURY

1. An immediate report to the employee's immediate supervisor is required whenever an employee is injured or becomes ill due to a work-related accident, illness or condition. Failure to report (except where the employee's injury or illness is of such severity that a report cannot be made) will constitute a violation of this policy. Failure to report an injury or illness within fifteen (15) days will result in denial of all worker's compensation benefits as provided by law.
2. The immediate supervisor shall complete the Employer's First Report (Form WCA-A) and submit this form to the District's Employee's Benefits Office. The Employer's First Report shall then be filed within seven (7) days of the date of injury with the Worker's Compensation Administration, and a copy sent to New Mexico Public Schools Insurance Authority ("Authority").
3. The employee will properly execute a Medical Authorization (Form WCA) which will be submitted to NMPSIA with the Employer's First Report copy.

WORKER'S COMPENSATION BENEFITS

1. There is a seven (7) day waiting period where no compensation benefits will be paid. (An employee may elect to draw sick leave benefits during this seven day waiting period).
2. On the twenty-first 21st day following the injury, provided the employee cannot work as certified by the treating physician, compensation benefits will be paid as required by law at the rate of two-thirds (2/3rds) of gross weekly wage up to the statutory maximum benefit. Wage benefits will continue as long as the employee continues to be medically released from work or for as long as the law provides. Where an employee elects to draw sick leave benefits during the seven (7) day waiting period and the employee remains medically released from work on the 28th day, the Worker's Compensation benefits for the seven (7) day waiting

period will be paid to the District, which, in turn shall, if the employee has utilized sick leave benefits, credit the employee's sick leave account with five (5) work days.

3. It is required by law that Worker's Compensation benefits are primary and shall be paid to the employee without regard to other available benefits. The employee will not receive more than the Worker's Compensation benefits as provided by statute. The employee may not draw sick leave benefits or vacation benefits for the same period of time as when drawing Worker's Compensation benefits, if use of such leave would permit the employee to be paid more than his or her gross salary or wage.

An employee's right to receive benefits from other insurance sources does not modify the right to Worker's Compensation benefits.

4. Worker's Compensation benefits shall be paid to the employee as required by law, but shall be paid in care of the School District by the Authority.

EMPLOYEES WITH PRE-EXISTING INJURY

1. The State of New Mexico has established the subsequent injury fund. The purpose of the fund is to spread the risk of Worker's Compensation payments paid to previously impaired workers as a result of a prior injury, to all employees. The aim is to eliminate the natural inducement of employers to not hire a previously impaired worker for insurance reasons. Our District (as are all employers) is assessed a percentage of indemnity and medical payments (3%) which goes to the fund. The fund is for the purpose of providing Worker's Compensation coverage of employees who suffered a physical impairment prior to employment with us. Whether or not this existing impairment was job-related does not matter.
2. The District shall:
 - a. Review all past Worker's Compensation claims or past claims for disability (duty and non-duty) benefits of current employees.
 - b. During personnel evaluations, inquire of all employees as to pre-existing physical impairments.

3. With regard to all pre-existing physical impairments, a Certificate of Pre-Existing Impairment shall be executed as a condition of employment or continued employment. The attending physician will have a form on file, and if not, the form or requirements for it can be secured from the Superintendent of Insurance. The Certificate must be provided by a physician licensed to practice medicine in New Mexico or any bordering state. If such physician cannot give a Certificate, then an independent medical examination (IME) is required. For applicants for new employment or for current employees, the District will pay for the required IME. All certificates must be filed with the Superintendent of Insurance, Post Office Drawer 1269, Santa Fe, New Mexico 87504-1269.

