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GENERAL SECTION

The Superintendent will employ personnel specifically for development and operation of the Instruction Program, and other personnel to perform the auxiliary services necessary to the operation of the Hobbs Municipal Schools.

The principal will recommend all licensed and classified employees for hiring or renewal by the Superintendent and assign them to positions authorized by the Board.

The principal will also recommend to the Superintendent the promotion, transfer, discharge and termination of all licensed and classified employees in his/her school.

The Superintendent shall employ, fix the salaries of, assign, terminate or discharge all employees of the School District.

In accordance with NMSA 1978 Section 220504B (2003), the Board shall employ the Superintendent and fix his salary.

GOALS AND OBJECTIVES

Goals

The Superintendent shall employ qualified teachers and staff who will provide instruction and experience which will enable students to learn and acquire knowledge and skills needed to assist them in becoming productive and contributing members of the American society.

Objectives

Each employee of the Hobbs Municipal School District shall:

1. Fulfill his/her assigned duties and responsibilities in such a manner as to merit the respect and confidence of students, colleagues and the community.
2. Demonstrate respect for the roles of colleagues by supporting, assisting, and cooperating with colleagues whenever possible.
3. Demonstrate loyalty to the Hobbs Municipal School District and the education profession by faithfully discharging duties and assignments in a professional manner and by the continuous upgrading of skills and knowledge required for better performance of duties.
4. Demonstrate qualities of responsible citizenship by maintaining a status of good standing in the community.
5. Carry out the duties of his/her position in a competent and satisfactory manner, consistent with the position description, applicable state competencies, criteria established for evaluation of the position and the directives or assignments of supervisors.

Professional personnel should work toward the following professional objectives:

Childrens' Welfare – placing the welfare of children first in importance.

Educational Opportunity – providing educational opportunities for children through instructional activities which strive to address each child's needs and abilities.

Good Instruction – working always for the improvement of instruction, first and foremost, keeping instruction as the purpose for which the public schools exist.

Ethics – maintaining high standards of professional and personal ethics in all relationships.

Integrity and Dedication – maintaining public respect for Hobbs Schools and its employees through integrity, personal dedication, and prompt discharge of financial obligations and personal responsibilities.

Knowledge of School Policies – knowing and supporting Hobbs Schools policies and participating actively in the interpretation, enforcement and explanation of school policies to others.

Approachability – being friendly and accessible at all times.

Loyalty – encouraging loyalty by being loyal to the Hobbs School System, its philosophies and objectives, and supporting co-workers in the cause of public education.

Cooperative Effort – pooling and sharing ideas for improvement of the Hobbs Schools and its programs.

Attendance and Punctuality – regularly attending to professional duties, trying always to be on time, and advising supervisors of lateness or absence with sufficient notice to arrange for a substitute.

Basis for Decisions – being capable of making decisions in conformity with the policies of the School System.

Good Manners – being fair, courteous and cooperative in all relationships with administrators, co-workers, parents, students and members of the community.

Being Helpful – giving suggestions for improvement in a pleasant, helpful manner.

Good Home-School-Community Relations – contributing always to a program designed to improve home, school and community relations.

Individualism – believing in the potential greatness of individual students.

Knowledge of Hobbs Schools – knowing the programs, problems and needs of the Hobbs Schools, and in turn, informing others.

Morale – contributing to good morale by performing well the duties of one's position and those incidental to all school employees.

Neighborliness – being a good neighbor and school employee by caring about what happens to other school employees, students, parents and the community of the Hobbs Schools.

Orientation of Newcomers – helping newcomers and making them feel at home and sharing in orientation of new teachers to the school and community.

Work Efficiency – planning and organizing regular work for maximum efficiency.

Responsible Citizenship – accepting personal responsibility for performing well the functions, duties and responsibilities common to all personnel of Hobbs Municipal Schools, as well as for those peculiar to one's position and assignment; thus practicing "the buck stops with me" philosophy.

Safety Habits – making every effort to observe common sense as well as established safety rules and regulations.

Teaching and Learning Priority – exercising vigilance in protecting teaching and learning time.

Scope of Thinking – encouraging creative and imaginative thinking.

Trustworthiness – keeping personal confidences and professional matters inviolate.

EMPLOYEE STANDARDS OF CONDUCT

The following standards of conduct shall apply to all employees of the Hobbs Municipal Schools:

Conflicts of Interest

1. No employee shall accept or solicit any gift, favor, or service that might reasonably tend to influence the employee in the discharge of official duties or that the employee knows or should know are being offered with the intent to influence official conduct.
2. No employee shall accept employment or engage in any business or professional activity that the employee might reasonably expect would require or induce the disclosure of confidential information acquired by reason of the official position.
3. No employee shall accept other employment or compensation that could reasonably be expected to impair the employee's independence of judgment in the performance of official duties.
4. No employee shall make personal investments that could reasonably be expected to create a substantial conflict between the employee's private interest and the public interest.
5. No employee shall intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised official powers or performed official duties in favor of another.
6. No employee shall, directly or indirectly, sell or be a party to any transaction to sell any instructional material, furniture, equipment, insurance, school supplies or work under contract to the Department of Education, School District or public school with which he or she is associated or employed. No employee shall receive any commission or profit from the sale or transaction to sell any instructional material, furniture, equipment, insurance, school supplies or work under contract to the Department of Education, School District or public school with which he or she is associated or employed. The provisions of this section shall not apply to a person making a sale in the regular course of his or her business who complies with the provisions of the Procurement Code. The provisions of this section shall not apply in cases in which certified school

instructors or certified school administrators contract to perform special services with the Department of Education, School District or public school with which they are associated or employed during time periods wherein service is not required under a contract for instruction or administration.

7. No certified school instructor or certified school administrator shall solicit or sell or be a party to a transaction to solicit or sell insurance or investment securities to any employee of the Department of Education or any employee of the School District whom he or she supervises.
8. Employees shall not violate NMSA 1978, §13-1-190 to 13-1-196.
9. All employees shall abide by the provisions of the Governmental Conduct Act, NMSA 1978, §10-16-1 et seq. and the Financial Disclosure Act, §10-16A-1 et seq.

CODE OF ETHICS AND CONDUCT

I. Adoption of State Code of Ethics: Licensed Personnel

The Board of Education recognizes that the Board of Education 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 SBE through a waiver, substandard license, substitute license, or an educational plan approved by the SBE. See Code of Ethical responsibility of the Education Profession, NMAC 6.60.9.1 to 6.60.9.12.

The Board of Education further recognizes the need to adopt local standards of ethical behavior and conduct which, if violated may constitute just cause for termination or discharge of licensed and non-certified personnel.

As a result, the Board of Education hereby adopts the State Board's Code of Ethical Responsibility cited above and, 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.

II. Code of Conduct: All Personnel

The Board of Education further 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 minimally-accepted standards of conduct for employees of the District.

To satisfy this obligation, all school employees shall:

A. As to Students

- 1) Serve as a constructive role model for students of the District in accordance with the State Board's Code of Ethical Responsibility, this policy and local community standards.

- 2) In compliance with the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. Section 1232g, 29 C.F.R. Part 99 Subparts A-E), the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. & 1401 *et seq.*, 34 C.F.R. Part 300) the Mental Health and Developmental Disabilities Code (43-1-19, NMSA 1978), the Inspection of Public Records Act (12-2-1A NMSA 1978), the Public School Code (22-1-8, NMSA 1978), and the Children's Code (32A-2-32, 32A-4-3, NMSA 1978), refrain from disclosing and withhold confidential student records or information about a student or his/her personal and family life unless release of information is allowed, permitted by the student's parent(s) / legal guardian, or required by law.
- 3) Not discriminate, or permit students within the employee's control, supervision or responsibility to discriminate against any other student, on the basis of race, color, national origin, ethnicity, sex, disability, religion, or serious medical condition.
- 4) Avoid using their position as a school employee to exploit or unduly influence a student into engaging 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.
- 5) Fraternalize with or tutor students outside school or school-sponsored activities only in accordance with local board policies, if any, only after written permission from the student's parent(s) / legal guardian, and only at a place or time approved by the local school and/or the student's parent(s) / legal guardian.
- 6) Not give a gift to any one student unless all students situated similarly receive or are offered gifts of equal value for the same reason.
- 7) Not lend a student money except in clear and occasional circumstances, such as instances in which a student may go without food or beverage or be unable to participate in a school activity without such financial assistance, and shall report all such instances and the reason therefore to the employee's supervisor as soon as practicable after the instance.
- 8) Not have inappropriate contact with any student, whether or not on school property, which includes, but is not limited to:
 - a. all forms of sexual touching, sexual relations or romantic relations.

- b. inappropriate touching (including but not limited to) any physical touching, embracing, petting, hand-holding, or kissing that is unwelcome by the student or is otherwise inappropriate given the age, sex and maturity of the student;
 - c. any open displays of affection toward mostly-boys or mostly-girls;
 - d. offering or giving a ride to a student unless absolutely unavoidable, such as instances in which a student has missed his/her usual transportation and is unable to make reasonable substitute arrangements, and shall report all instances and the reason therefore to the employee's supervisor as soon as practicable after the instance.;
 - e. report any instance to the administration in which the employee reasonably suspects that another employee, student or person has engaged in such behavior toward a student at school or during any school-sponsored activity;
 - f. abide by the prohibitions of NMSA 1978 Section 30-0-10 which imposes felony sanctions for a school employee to have sexual relations with a student under 18 years of age.
- 9) Not interfere with a student's right or access to a public education by sexually harassing a student or permitting students within the control, supervision or responsibility of the employee to sexually harass any other student, which includes:
- a. avoid making any sexual advances, requests for sexual favors, repeated sexual references, and avoid any name-calling by means of sexual references or references directed at gender-specific students; avoid any other verbal or physical conduct of a physical nature with a student even where the employee believes the student consents or the student actually initiates the activity, and any display or distribution of sexually-oriented materials, or information where students can see them;
 - b. avoid creating an intimidating, hostile or offensive school environment by, at a minimum, not engaging in any of the prohibited behaviors set forth in subparagraphs (8) or (9)(a) above.

- c. become familiar with and abide by the School Board's policies related to inappropriate contact with a student or sexual harassment of students by employees or students by students.
 - d. report to the administration any instance in which the employee reasonably suspects that a student has been subjected to sexual harassment of students by employees or students by students.
- 10) Not engage in unauthorized or inappropriate discipline of a student or corporal punishment in excess of, or contrary to, local School Board policy, and in exercise of disciplinary action toward students, the employee shall:
- a. control anger, de-escalate conflicts and confrontations, avoid losing his or her temper, and refrain from any form of excessive physical discipline or physical or verbal abuse of students. Physical intervention shall be used only to restrain students' actively engaged in or threatening physical violence or harm toward himself/herself, other staff members or students. Instances of such physical restraint shall be reported to the administration as soon as practicable.
 - b. refrain from using derogatory terms, offensive names or nicknames, or vulgar or profane language directed to, in the vicinity of, or when referring to students. School personnel shall further avoid name-calling, racial epithets or racially-insensitive terms, crude anatomical references, racial, ethnic or sexual jokes or slurs, or offensive or pejorative verbal or non-verbal communication, signs or other physical gestures which are likely to elicit a negative response. It shall be the duty of the employee to assure that particular forms of communication as specified herein are appropriate for use in a school setting or in the context in which he or she proposes to use them.
 - c. decline to permit himself or herself to be provoked into a response barred by this policy, by student conduct or communication.
- 11) not engage 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.

B. In General

- 1) Comply with all School Board policies and administrative regulations, or if applicable, approved collective bargaining-agreements, setting forth specific employee behavior or conduct standards.
- 2) Not make a false or misleading statement or fail to disclose a material fact in any application for employment or licensure.
- 3) Not orally or in writing misrepresent his or her qualifications for an employment position or promotion.
- 4) Not assist persons in obtaining educational employment whom he or she knows to be unqualified in respect to their character, education, or employment history.
- 5) Not make a false or misleading statement concerning the qualifications of anyone in or desiring employment in the District.
- 6) Not permit or assist unqualified or unauthorized persons to engage in employment within the School District.
- 7) Not disclose personal, medical, or other confidential information about other employees to anyone unless disclosure is required or authorized by law.
- 8) Not knowingly make false or derogatory personal comments about an employee although First Amendment-protected comments on or off campus are not permitted.
- 9) Not accept any gratuity, gift, meal, discount, entertainment, hospitality, loan, forbearance, favor, or other item having monetary value, whose market value exceeds \$100, excluding approved educational or employment-related awards, honoraria, plaques, trophies, and prizes.
- 10) Avoid conduct connected with official duties that is improper, illegal or gives the appearance of being improper or illegal.
- 11) Not sexually harass any school employee, any school visitor or anyone else whom he or she might encounter in the course of official duties, which includes:
 - a. Avoid making any sexual advances, requests for sexual favors, repeated sexual references, and avoid any name-calling by means of sexual references or references directed at gender-specific individuals named above;
 - b. Making any other verbal or physical conduct of a physical nature with any of the above-named individuals even where the employee believes they consent or they actually initiate the activity;

- c. Display or distribution of sexually-oriented materials or information where the above-named individuals can see them;
 - d. Avoid creating an intimidating, hostile, or offensive work/school environment by at a minimum not engaging in any of the prohibited behaviors set forth at subparagraph (10)(a) above;
 - e. Become familiar with and abide by the School Board's policies related to sexual harassment of employees;
 - f. Report to the administration any instance in which the employee reasonably suspects that a school employee, school visitor, or other person present at the school or a school-sponsored activity has been subjected to sexual harassment.
- 12) Not engage in inappropriate displays of affection, even with consenting adults, while on school property, during school-sponsored activities or school events off campus.
- 13) Not use public school property to conduct personal business or personal affairs without permission of a supervisor.
- 14) Use educational facilities and property only for proper purposes related to legitimate School District business or purposes for which they are intended consistent with applicable policy, law and regulation.
- 15) Not discriminate against any school employee, or any other person with whom we have any dealings or contact in the course of our official duties, on the basis or race, color, national origin, ethnicity, sex, disability, religion, or serious medical condition.
- 16) Not engage in any outside employment:
- a. the performance of which conflicts with school employment duties;
 - b. which uses confidential or privileged information obtained from public school employment as part or all of private employment duties;
 - c. that impairs the physical ability to perform school employment duties.
- 17) Not, with the intent to conceal or confuse a fact, change or alter any writing or encourage anyone else to change or alter any document;
- a. in connection with official school duties;
 - b. in connection with another person's official school duties;
 - c. in connection with any standardized or non-standardized testing;
 - d. in connection with any school application or disclosure process;
 - e. in connection with any writing submitted to the Public Education Department related to initial or continued licensure, including endorsements.

- 18) Not in connection with any State Board-approved teacher test knowingly make any misrepresentations about one's identity, or engage in any false or deceptive acts of test-taking or test-registering.
- 19) Not engage in any conduct or make any statement:
 - a. that would breach the security of any standardized or non-standardized tests;
 - b. that would ignore portions or the entirety of any standardized or non-standardized testing instructions;
 - c. that would assist students in obtaining services or benefits to which they do not qualify or are not entitled.
- 20) Not, when on school property or off campus while representing the school or attending a school function, engage in violent, abusive, indecent, profane, boisterous, disruptive, unreasonably loud or otherwise disorderly conduct which tends to disturb the peace or interfere with or obstruct the lawful mission, processes, procedures or functions of the schools of the School District.
- 21) Not engage in violent or threatening behavior toward co-workers, supervisors, parents, members of the school community or members of the public, or others with whom the employee has contact in connection with his or her job duties.
- 22) Not engage in any behavior prohibited by the state's criminal code or conduct which may result in criminal penalties, civil fines or similar sanctions.
- 23) Respond in a constructive and professional manner to lawful directives, instructions or requests from supervisors or administrators.

Penalties for Failure to Comply With This Code

- A. 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. Further, the Code of Ethics and Conduct is intended to provide a valuable framework of personal ethics to assist employees in their interaction with colleagues, students and parents. However, the Code of Ethics and Conduct establishes minimal standards of accepted conduct with which all employees are expected and required to comply.
- B. 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 termination or discharge of personnel subject to this code, by action of the local School Board in accordance with applicable statutory procedures.

- C. The failure or refusal to abide by the standards of conduct set forth in this code shall constitute insubordination and shall be considered conduct deemed to be outside the normal scope of duties of school personnel and, thus, shall not be subject to the procedures for correction of unsatisfactory work performance applicable to discharge of licensed personnel for unsatisfactory work performance, set forth in NMSA 1978 Section 22-10-21 and 6 NMAC 4.5.1.
- D. It shall be the duty of the school superintendent to provide written notification to the Director of the Licensure Unit of the Public Education Department after taking final action to discharge or terminate the employment of licensed or any other person providing instructional services in a school who does not hold a standard license but whose presence was authorized by the SBE through a waiver, substandard license, substitute license, or an educational plan approved by the SBE, based in whole or part on a violation of this Code of Ethics and Conduct, for possible license suspension or revocation.

PRE-NMAC REGULATORY FILING HISTORY: The material in this Part was derived from that previously filed with the State Records Center and Archives under: SBE Regulation No. 90-4, Professional Licensure Unit Operational Bylaws of the Professional Standards Commission including Code of Ethics of the Education profession, filed November 21, 1990; SBE Regulation 90-4 Amendment 1, Professional Licensure Unit Operational Bylaws of the Professional Standards Commission including Code of Ethics of the Educational Profession, filed February 5, 1992; SBE Regulation No. 93-16, Professional Licensure Unit Operational Bylaws of the Professional Standards Commission including Code of Ethics of the Education Profession, filed July, 20, 1993; and 6 NMAC 4.2.1.1., Operational Bylaws of the Professional Standards Commission including code of Ethics of the Education Profession.

CONDITIONS OF EMPLOYMENT – GENERAL

Immigration Reform Act Requirements

All persons employed on or after November 7, 1986, will be required to prove their legal right to work in the United States as required by the United States Immigration and Control Act of 1986.

Physical Tests or Examinations

The School District shall have the discretion to require a physical test or examination consistent with business necessity so long as related to the essential job function of the position and so long as all conditions for the position or job category are tested or examined.

Employee's Statement of Health

Effective July 1, 1989, the Hobbs Municipal Schools will require all new employees to complete and file with the School District an "Employee's Statement of Health" to determine any pre-existing impairment(s) only after an offer of employment is made. If deemed necessary, the new employee may be asked to provide a physician's release.

Medical Examination

If at any time there is a question as to the ability of a school employee to perform job-related functions consistent with business necessity, the School District may require a physical examination by a School District appointed doctor to be paid for by the School District.

The Equal Employment Opportunity Commission has identified four (4) situations under which a medical examination or inquiry will be considered job-related and consistent with business necessity, and therefore, permissible:

1. When an employee wishes to return to work following an absence due to illness or injury - An examination may be conducted to determine if the employee, with reasonable accommodation, can safely and effectively perform the essential functions of the job.

2. When an employee requests a reasonable accommodation - If an employee requests an accommodation on the basis of a claimed disability, an examination may be conducted to determine if the employee is an "individual with a disability" to whom a duty of reasonable accommodation is owed, and if so, to help identify potential accommodations.
3. When an employee is having difficulty performing the job effectively - If an employee is having difficulty performing his/her job, the School District may require the employee to undergo a medical examination to determine if the performance problems are a result of an underlying and potentially disabling medical condition.
4. When the examination is required by Federal Law - Medical examinations or monitoring are required under certain circumstances by regulations issued by the Department of Transportation and the Occupational Safety and Health Administration.

The School District may conduct voluntary medical examinations as part of an employee health or "wellness" program. All information obtained through medical inquiries or examinations must be treated as confidential. Thus, medical information must be kept in a confidential employee medical file separate from other personnel information about the employee.

Background Investigations

Applicants recommended for employment with the District are subject to work history, education history, and reference investigations, including but not limited to substitutes and temporaries. Each such applicant will be subject to a criminal background investigation, including mandatory fingerprinting, at the candidate's expense, 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 28-2-5, 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 reference of background investigations of incumbent 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.

SEXUAL HARASSMENT

The policy of the Board of Education forbids discrimination against any employee or applicant for employment on the basis of sex.

The Board of Education will not tolerate sexual harassment activity by any of its employees. This policy similarly applies to non-employee volunteers and contractors, and to any other persons who work subject to the control of school authorities, whether in the workplace, in other work-related settings or activities, such as business trips, or in work-related social events.

A. Definitions and Standards of Conduct

1. Conduct of A Sexual Nature

Conduct of a sexual nature may include, but is not limited to, verbal or physical sexual advances, including subtle pressure for sexual activity; verbal descriptions of sexual activity or soliciting or encouraging such descriptions from students; repeated or persistent requests for dates, meetings, and other social interactions; initiating or repeating rumors, gossip or speculation or creating or circulating written material about a student's sexuality, sexual activity, sexual preference or orientation; dating, engaging in a romantic or sexual interaction or relationship or any sexual activity with a student; showing or giving sexual pictures, photographs, illustrations, messages, or notes; using physical proximity or closeness as a physical or sexual advance; comments or name-calling of a sexual nature to or about a student regarding alleged physical or personal characteristics, appearance, clothing or sexual preference or orientation; use of sexually-oriented or nonverbal signs, sounds, facial expressions or gestures to convey sexual messages; sexually oriented touching, pinching, patting, staring, pulling at or attempting to look under clothing or intentionally or brushing against; 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 orientation or gender identity.

2. Unwelcome Conduct of A Sexual Nature

- a. Verbal or physical conduct of a sexual nature may constitute sexual harassment when the allegedly harassed employee has indicated, by his or her conduct, that it is unwelcome.
- b. An employee who has initially welcomed such conduct by active participation must give specific notice to the alleged harasser that such conduct is no longer welcome in order for any such subsequent conduct to be deemed unwelcome.

B. Sexual Harassment Prohibited

1. For the purpose of this policy, unwelcome sexual advances or requests for sexual favors and other unwelcome conduct of a sexual nature, constitute prohibited sexual harassment if:

- a. submission to the conduct is made either an explicit or implicit condition of employment;
- b. submission to or rejection of the conduct is used as a basis for an employment decision affecting the harassed employee; or
- c. the conduct substantially interferes with an employee's work performance, or creates an intimidating, hostile, or offensive work environment.

2. Specific Prohibitions

a. Administrators and Supervisors

- (1) It is sexual harassment for an administrator or supervisor to use his or her authority to solicit sexual favors or attention from subordinates when the subordinate's failure to submit will result in adverse treatment, or when the subordinate's acquiescence will result in preferential treatment.
- (2) Administrators and supervisors who either engage in sexual harassment or tolerate such conduct by other employees shall be subject to sanctions as described below.

b. Non-Administrative and Non-Supervisory Employees

It is sexual harassment for a non-administrative and non-supervisory employee to engage in any unwelcome conduct of a sexual nature. Employees who engage in such conduct shall be subject to sanctions as described below.

3. Non-Harassing Conduct

Courteous, mutually respectful, non-coercive interaction between employees, including men and women, that is welcomed by both parties, is not prohibited by this policy.

C. Reporting, Investigation, and Sanctions

1. It is the express policy of the Board of Education to encourage victims of sexual harassment to come forward with such claims. This may be done through the Employee Grievance Resolution Procedure, or by reporting such matters to the Superintendent or Assistant Superintendent for Personnel.
 - a. Employees who feel that administrators or supervisors are conditioning promotions, increases in wages, continuation of employment, or other terms or conditions of employment to unwelcome conduct of a sexual nature, are encouraged to report these conditions to the appropriate administrator. If the employee's direct administrator or supervisor is the offending person, the report shall be made to the next higher level of administration or supervision.
 - b. Employees are also urged to report any unwelcome conduct of sexual nature by supervisors or fellow employees if such conduct interferes with the individual's work performance, or creates a hostile or offensive working environment.
 - c. Confidentiality will be maintained consistent with the need to conduct an investigation and take remedial action and no reprisals or retaliation will be allowed to occur as a result of the good-faith reporting of charges of sexual harassment.

2. In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated. The Superintendent or the Board has the responsibility of investigating and resolving complaints of sexual harassment. In case the Superintendent is the alleged harasser, the Board of Education of the Hobbs Municipal Schools will investigate and resolve the complaint.
3. Any employee found to have engaged in sexual harassment shall be subject to sanctions, including, but not limited to, warning or reprimand, suspension, or termination, subject to applicable procedural requirements. The Administration need not use "progressive discipline" or intermediate disciplinary measures for sexual harassment. The discretion to seek immediate termination or discharge of an employee for any individual incident of sexual harassment is hereby delegated to the Administration in appropriate circumstances.

Legal Ref.:

Simons, Cuddy, & Friedman; Ed. Law Quarterly, Vol. III, NO. 3, September 1, 1989

PROFESSIONAL DEVELOPMENT OPPORTUNITIES

The Board recognizes that professional staff members should continue to improve their competencies during their professional service. The Superintendent is to promote opportunities for staff development. The Superintendent should establish procedures for which staff members may receive recognition for efforts to improve themselves professionally.

ORIENTATION

All employees will participate in scheduled orientation, in-service training, and staff development activities scheduled and provided by the Hobbs Municipal Schools.

PROMOTION

A basic idea in the Hobbs Municipal Schools will be to encourage employee growth by allowing existing staff members to receive first consideration for job responsibility assignment change. Notice of an existing vacancy or vacancies shall be posted for five (5) days prior to filling the position, in the Central Administration Office and on the District website.

Promotion or lateral transfers shall be contingent upon the applicant having met all job and licensure requirements.

Application shall be made in writing to the Assistant Superintendent for Personnel or the Superintendent.

EMPLOYEE GRIEVANCE RESOLUTION PROCEDURE

Open Communications Policy

The Board encourages full and open communication about work-related concerns between employees and supervisors at all levels of the Hobbs Municipal Schools. Each administrator and all other supervisors, as members of the Board's management team, shall strive to foster an atmosphere of mutual respect and concern in which employees' job-related complaints can be raised and resolved informally whenever possible. The following procedures are available for employee grievances which cannot be resolved informally.

Purposes of Policy

The open communications set forth above and the procedures below provide a framework for resolving the employment-related grievances of school personnel at the earliest possible time at the lowest possible organization level and with the least possible expense, disruption and friction.

The Board believes that most job-related concerns arise from a lack of communication and can be resolved by a sincere effort by the affected employees and supervisors to understand each other's concerns and reach a mutually agreeable adjustment of their differences under the open communications policy set forth above. When informal measures fail, the procedures below provide a mechanism for employees to communicate their grievances formally to the administration to participate in formal mediation efforts when all parties agree to do so, and when mediation fails to pursue their grievances and receive a formal administrative response in return.

Definitions (As used in this policy)

- A. "Grievant" means an employee (or employees) who is (or are) personally and directly affected by a condition about which he/she (or they) seeks a resolution.
- B. A "grievance" shall be an allegation by an employee (s):
 - 1. that the treatment he/she has received from a supervisor is unfair or improper for specified reasons; or,

2. that there has been a violation, a misinterpretation or an inequitable application of Board policy, administrative rules or procedures which directly and adversely affect the grievant.
- C. "Parties in interest" shall be the grievant (s) and the supervisor or other employee (s) of the District whose conduct or actions are subject of a grievance.
- D. "Resolution(s)" shall be the proposed written decision by the appropriate administrator(s), grievance review committee or Board, in response to the grievance.

Exclusions

The following situations are not covered by this grievance procedure and are not grievable under this policy:

- A. discretionary acts of professional judgment by persons responsible for evaluating an employee's work performance if alternative procedures for questioning an unfavorable evaluation, such as submitting written comments which will become part of the evaluation documents, have been provided;
- B. any personnel decision made by the Superintendent, including but not limited to a termination, discharge, demotion, suspension without pay or any other action directly and adversely affecting an employee's employment (although terminations of long-term employees, discharges of certified employees and other adverse employment decisions may be subject to other procedures under applicable laws, regulations or Board policies);
- C. situations in which the Superintendent and Board are without authority to act or where the power to remedy an employee's concern resides exclusively in the Legislature, the New Mexico Public Education Department or some other person, agency or authority outside the School District structure and not subject to the Board's or Superintendent's control; or,
- D. situations where another remedy which the Board considers more appropriate than a formal grievance procedure has been provided under local policy or regulations, such as providing written comments to question an unfavorable evaluation; or,
- E. situations as to which the procedure within the District is prescribed by state or federal authority.

A grievance cannot be filed by a former employee after the effective date of termination, resignation or discharge from employment. This procedure exists to resolve ongoing employment concerns, not past disputes.

General Procedural Requirements

- A. Grievances must be raised promptly. Accordingly, a written grievance must be filed at Level One (supervisor) within ten (10) working days of the date when the grievant became aware of the circumstances giving rise to it.
- B. No person shall suffer retaliation, recrimination, discrimination or harassment or be otherwise adversely affected because of use of this grievance procedure.
- C. All grievances shall be filed and processed on grievance forms prepared by the District and available in the office of each principal, the Superintendent, or the Assistant Superintendent for Personnel.
- D. Whenever possible, any grievance conference or hearing at any level shall be scheduled during a mutually convenient time that does not conflict with the regularly scheduled school program.
- E. A grievant requiring the attendance and testimony of other employees shall have the right to bring such witnesses as are willing to testify on his or her behalf. When hearings must be scheduled during the school day, any necessary substitutes or released time shall be provided at School District expense.
- F. A separate file shall be maintained by the School District for each grievance, and all documents produced during the processing of a grievance shall be filed therein. All parties shall maintain confidentiality with regard to the proceedings. Neither the substance of a grievance nor its resolution shall be made public by the grievant, his or her representative or anyone acting on his or her behalf, or by school personnel unless agreed to by the grievant and the Superintendent.
- G. 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 resorting to the formal procedures when grievable problems arise. The Board especially encourages employees who feel they are victims of sexual harassment to use the less formal and more expeditious approach outlined in the policy on that subject before considering a formal grievance.

- H. A grievant may terminate the process at any level by indicating in writing a desire to do so by accepting the resolution at that level or by failing to pursue a grievance to the next level within the specified time limit.
- I. The proceedings shall focus on the issues raised by the written grievance as filed and such related issues as the parties in interest may agree to have considered at each stage. Failing such agreement, a party who attempts to raise a new issue beyond Level One of the proceedings may be required to return to the lowest level at which the new issue could be resolved administratively.
- J. The time limits at any level may be extended by mutual agreement between the grievant and the supervisor, Superintendent, Board or hearing authority.
- K. Grievant may be represented by legal counsel or union representative in conferences or hearings beginning at Level Three (Superintendent). Grievant can be accompanied by a person who is not to participate in the proceedings in Level One or Level Two as long as all parties involved agree in advance. An attorney who intends to represent a grievant at a hearing shall promptly notify the Superintendent of that intention so the Superintendent may consider whether to involve legal counsel for the District. A failure to notify the Superintendent within a reasonable time (no less than 72 hours) before a meeting at which an attorney appears for a grievant may justify postponement of the meeting and suspension of a deadline while the Superintendent arranges for or consults with counsel.

PROCEDURAL STEPS AND LEVELS

Informal Conference

Before filing a formal written grievance, the grievant shall first discuss the matter with his or her immediate supervisor in a good faith attempt to resolve the matter informally under the open communications policy.

If the grievance is with the immediate supervisor, the grievant may choose to file the written grievance at Level II after an informal conference has been held with that immediate supervisor.

Level One – Supervisor

If the grievant is not satisfied with the results of the informal conference, he/she may file a written grievance on the prescribed form with the immediate supervisor within ten (10) working days after becoming aware of the circumstance giving rise to the grievance. The immediate supervisor shall communicate his or her proposed resolution in writing to the grievant within five (5) working days from the filing of the written grievance.

No hearing or conference is required at this level, but 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 the supervisor feels would assist in an 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/her discretion, feels is appropriate for a full understanding of the grievance, the grievant's position and the evidence supporting that position.

Level Two – Assistant Superintendent for Personnel

If the grievant is not satisfied with the resolution at Level One, or if the immediate supervisor fails to issue a proposed resolution within the prescribed time limit, the grievant may file the grievance with the Assistant Superintendent for Personnel within five (5) working days after the resolution was rendered or was due to be rendered.

Within five (5) working days after receiving the grievance, the Assistant Superintendent for Personnel shall meet the parties in interest, first separately and then together, to determine:

1. the underlying facts of the conflict;
2. the operating policies, procedures or practices of the School District and the supervisor which are implicated in the conflict;
3. the opinion of each party as to an appropriate outcome; and,
4. the prospects for reaching a mutually agreeable resolution of the matter through mediation of the parties' differences.

If it appears that there is a reasonable hope for a mediated resolution, the parties may agree to suspend the grievance deadlines and pursue that option with the assistance of the Assistant Superintendent for Personnel or some other mediator who is acceptable to all parties in interest. No party shall be required to submit to mediation, but all parties should recognize that the best way to achieve a successful ongoing employment relationship is for the parties themselves to recognize each other's legitimate job-related concerns and negotiate a mutually acceptable accommodation of those concerns.

Any party may declare the mediation a failure and return to the formal grievance procedures at any time, but the original agreement to mediate carries with it an obligation on all parties to exert good faith efforts to reach a mutually acceptable resolution through discussion, negotiation and compromise if possible.

Any settlement reached through mediation shall be reported in writing to the Assistant Superintendent for Personnel and made a part of the grievance file. A failure of mediation after reasonable good faith efforts shall likewise be reported in writing to the Assistant Superintendent for Personnel, who may then hold additional conferences with the parties, the mediator and any other persons whose information or viewpoints would be helpful to a clear understanding of the continuing dispute.

With or without additional conferences, the Assistant Superintendent for Personnel shall render a proposed resolution in writing within five (5) working days after receiving the written notice of the failure of mediation. If there is no agreement to mediate, the Assistant Superintendent for Personnel shall gather and consider such information as he/she may deem necessary or helpful to a decision and shall render a proposed resolution in writing within five (5) working days after original receipt of the grievance.

Level Three – Superintendent

If the grievant is not satisfied with the resolution at Level Two, or if the Assistant Superintendent for Personnel fails to issue a proposed resolution within the applicable time limit, the grievant may file the grievance with the Superintendent within five (5) working days after the proposed resolution was rendered or was due to be rendered, if none was received.

The Superintendent shall conduct a closed informal hearing with the parties in interest within five (5) working days after receipt of the grievance. The hearing shall be as informal as possible and shall be conducted as the Superintendent feels is appropriate for a full understanding of the grievance, the positions of the parties in interest and the law, rules, policies or practices and the evidence relevant to the matter. The Superintendent may question the interested parties as he/she deems necessary.

The Superintendent shall render a written proposed resolution to the grievant within five (5) working days following the hearing.

Level Four -- Board of Education

If the grievant is not satisfied with the resolution of the grievance at Level Three, or if the Superintendent fails to issue a proposed resolution within the prescribed time limit, the grievant may request a hearing with the Board of Education. Such a request shall be filed in writing with the Superintendent within five (5) working days after the Superintendent's resolution was rendered or was due to be rendered, if none was received.

The Board, at its next regularly scheduled meeting, shall review the file on the matter to date and decide whether to hear the grievance. The Board may consider such additional information and make such further inquiries as it considers sufficient for this purpose. If the Board decides to hear the grievance, it shall set a date for a hearing and the parties in interest shall be notified by the Superintendent. The Board, in its discretion, may choose to refer any grievance to a designated hearing officer or to appoint a hearing panel or committee, any of which are referred to below as a "hearing authority", to conduct the hearing on its behalf and recommend a disposition to the Board.

The parties in interest shall file written statements of position and any documentary evidence intended for Board review in the Superintendent's office at least five (5) working days before the hearing. The Superintendent shall see that copies of these materials are delivered to Board members or the hearing authority as soon as practicable after receipt.

The hearing shall be conducted as follows:

1. Each party in interest shall have the opportunity to present oral statements limited to thirty (30) minutes each. The presentation shall be limited to a review of evidence previously presented, unless the Board or hearing authority decides to allow new evidence to be presented during the hearing. Witnesses may not be cross-examined by the other party in interest.
2. Since grievances are "personnel matters" under the Open Meetings Act, the Board is authorized to hold a closed hearing upon a proper vote to do so, unless the grievant requests a public hearing and any other party in interest against whom the complaint is made agrees. Since the Open Meetings Act only applies to meetings of a quorum of the Board, a designated hearing authority shall in any event conduct a closed hearing unless all parties in interest agree otherwise.
3. The Board or hearing authority may make such inquiries of any party in interest, or of any witness if new evidence is allowed, as it deems appropriate.

The Board shall render a written decision, or its hearing authority shall issue a written recommended decision, within a reasonable time. In arriving at a decision, the Board has complete discretion to fashion such relief, if any, as it believes is appropriate, regardless of the relief requested or the recommendations of any hearing authority.

CONFLICTS OF INTEREST

Conflicts of interest shall be handled in accordance with state statutes. See NMSA 1978 Sections 22-21-1; 13-1-190 to 13-1-194; 10-16-1 et seq.; 10-16A-1 et seq.

NEPOTISM

The School District is prohibited from the initial employment or approval of employment, in any capacity, of a person who is the spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter or daughter-in-law of any member of the School Board or Superintendent. The School Board may waive the nepotism rule for family members of the Superintendent. The continued employment of an individual related to a member of the School Board or to the Superintendent shall not be prohibited so long as the individual was regularly employed by the School District at the time of the election or appointment of the related Board member or the Superintendent to the respective office.

STAFF-COMMUNITY RELATIONS

The task to be accomplished in the community by the professional school staff is not limited to the classroom. The Board urges every staff member to become an active participant in community affairs and to set an example of good citizenship.

Participation in Community Activities

The Board will provide opportunities for staff members to be absent during jury duty. Such absences will be governed by procedures specified by the Superintendent.

Political Activities – Each Employee

May assume full political and citizenship responsibilities, but shall refrain from using his/her professional or employment position to campaign or lobby for political candidates or causes, or from exploiting the instructional privileges of one's professional position.

Shall make it clear while engaged in political activity that his/her utterances and actions are made as an individual and that they in no manner represent the views of the Hobbs Municipal Schools or the Board of Education.

Shall not engage in partisan political activity on school premises during duty hours or during professional or employment assignment.

Shall request a leave of absence from the Superintendent if extended community or political activity interferes with the professional or employment duties.

Shall seek prior approval from the principal and Superintendent prior to announcing candidacy for a public office in order to determine if any conflicts are apparent between his/her responsibilities to the Hobbs Municipal Schools and the position of public office. A report will be submitted to the Board outlining the activities for the period reported.

Public Appearances

Staff members appearing before the public or professional groups may not speak or represent himself or herself as a spokesperson on behalf of the Board or the School District unless specifically authorized to do so. This policy is not to prohibit school personnel from speaking about or stating his or her professional views or opinions as to matters of public concern or to the Hobbs Municipal Schools, its policies, rules and regulations, philosophies and programs.

SEXUAL HARASSMENT OF STUDENTS

Introductory Statement of Policy

The effective education of our students requires a school environment in which students feel safe and secure. Sexual harassment of students by employees impairs the proper atmosphere for education, and often creates an inequitable climate for learning.

Nationwide survey information indicates that the problem is widespread. A majority of students – both boys and girls – reported that they have experienced some form of sexual harassment in school. Those students reported that their experiences had a variety of negative effects on themselves and their education. Some of the results reported were that students did not want to go to school or did not want to participate in class as much, found it harder to pay attention in class or to study, thought about changing schools, or wondered if they could graduate.

In addition to its negative effect upon education, sexual harassment negatively affects the characters of young people, both the harassers and the victims of harassment. That is particularly so in view of the special vulnerability of students at different stages of their personal development. It is clear that sexual harassment, whether verbal or by other conduct, can create stress and distraction, and upsetting feelings of fear, inferiority, or anger, which are detrimental to the education of young people. Toleration of sexual harassment also sends the wrong message regarding appropriate social conduct. Sexual harassment is inappropriate behavior in school because it is inappropriate behavior in society.

It is also illegal. Title IX of the Federal Education Amendments of 1972, provides that schools must provide an educational program that offers equal educational benefits for boys and girls. Decisions of the United States Supreme Court and the United States Department of Education make clear that sexual harassment of students by employees may violate the law.

The Board of Education therefore forbids harassment of any student on the basis of sex. The District will not tolerate sexual harassment of students by employees.

The intent of this policy regarding conduct between employees and students is clear and straightforward: No employee of the School District may engage in any conduct of a sexual nature with any student, regardless of the student's age, ability to consent, or actual consent.

DETAILED SPECIFICATION OF POLICY

A. Definitions and Standards of Conduct

Between an employee and a student, sexual harassment is **any** conduct of a sexual nature. Specific definitions follow:

1. Conduct of a Sexual Nature

Conduct of a sexual nature may include, but is not limited to:

- Verbal or physical sexual advances, including subtle pressure for sexual activity;
- Verbal descriptions of sexual activity or soliciting or encouraging such description from students;
- repeated or persistent requests for dates, meetings, and other social interactions;
- initiating or repeating rumors, gossip or speculation or creating or circulating written material about a student's sexuality, sexual activity, sexual preference or orientation;
- dating, engaging in a romantic or sexual interaction or relationship or any sexual activity with a student;
- sexually-oriented touching, pinching, patting, staring, pulling at or attempting to look under clothing, or intentionally brushing against another;
- showing or giving sexual pictures, photographs, illustrations, messages, or notes;
- using physical proximity or closeness as a physical or sexual advance;
- comments or name-calling of a sexual nature to or about a student regarding alleged physical or personal characteristics, appearance, clothing or sexual preference or orientation;
- sexually-oriented kidding, teasing, "double-entendres", and jokes; and
- use of sexually-oriented or nonverbal signs, sounds, facial expressions or gestures to convey sexual messages;
- any harassing conduct to which a student is subjected because of or regarding the student's sex.

2. Standard of Conduct for Employees

No employee may engage in conduct of a sexual nature with a student at any time or under any circumstances, regardless of whether such conduct takes place on school property or in connection with any school sponsored activity.

3. In the order to be considered prohibited conduct of a sexual nature for which administrative or disciplinary action may be taken under policy.

- a. Submission to or rejection of the conduct **need not** be a basis for an academic or educational decision affecting the student.
- b. The conduct **need not** substantially interfere with the student's academic or educational performance and **need not** create an intimidating hostile or offensive school environment.

B. Reporting, Investigation, and Sanctions

1. **Reporting:** It is the express policy of the Board to encourage students who feel they have been sexually harassed by a school employee to report such claims.

a. Reporting of Sexual Harassment by a School Employee

- Any student who believes he or she has been subjected to any conduct of a sexual nature by a school employee may tell a counselor or principal.
- If a student who believes he or she has been sexually harassed by a school employee feels uncertain about who to tell, or feels uncomfortable telling any counselor, or principal, the student should tell his or her parent(s) about the problem, and ask for the parent(s) help in reporting the sexual harassment to appropriate school personnel.
- If a student believes he or she has been sexually harassed by a counselor or a principal, or by any other administrator the student should seek the assistance of his or her parent(s) in reporting such harassment to the Superintendent or to a member of the Board.

b. Reporting by Employees Mandatory

Any employee who receives **any** report of sexual harassment of a student, by an employee whether the report is given by a student, a parent, or another employee, or who himself or herself observes instances of sexual harassment of a student and by an employee **must** notify his or her immediate supervisor or the Superintendent, regardless of whether the employee receiving the report or observing the instance considers the matter credible or significant.

2. **Investigation.** All reports of sexual harassment of students by employees will be appropriately and promptly investigated by the Superintendent or his or her designee for possible employment action, and also to local law enforcement authorities for investigation of criminal violation. Any incident of sexual harassment which may allegedly involve sexual misconduct by an employee shall be immediately referred to local law enforcement for investigation. In determining whether alleged conduct constitutes sexual harassment misconduct, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated.
3. **Sanctions.** Any employee found to have engaged in conduct of a sexual nature with a student shall be subjected to sanctions, including, but not limited to, warning or reprimand, suspension, termination or discharge, subject to any applicable procedural requirements. The Administration need not use “progressive discipline” or intermediate disciplinary measures for sexual harassment. The discretion to seek immediate termination or discharge of an employee for any individual incident of sexual harassment is hereby delegated to the Administration in appropriate circumstances.

SOLICITATIONS

The Superintendent will assure that staff members are not disturbed during the duty day by solicitors. Staff members shall refrain from solicitations which involve the Hobbs Municipal Schools, other than for authorized purposes as approved by the Superintendent. State law precludes staff members from certain forms of solicitation of business, commercial sales or employee involvement in purchases, unless specific conditions are met. Thus, all solicitations of or by staff members must be approved by the Superintendent.

No person shall sell or use student, faculty or staff lists with personal identifying information obtained from a public school or a local School District for the purpose of marketing goods or services directly to students, faculty or staff or their families by means of telephone or mail. The provisions of this paragraph shall not apply: (i) to legitimate educational purposes, which shall be determined by rules and regulations developed by the Department of Education; or (2) when a parent of a student authorizes the release of the student's personal identifying information in writing to the public school or local School District. For the purposes of this subsection, "personal identifying information" means the names, addresses, telephone numbers, social security numbers and other similar identifying information about students maintained by a public school or local School District.

Legal Reference:

NMSA 1978 Section 22-21-1
NMSA 1978 Sections 13-1-190 to 13-1-199

GIFTS AND SOLICITATIONS

No employee may use his or her position in the Hobbs Municipal Schools to influence parents or students to purchase books or other merchandise, except for materials approved by the Superintendent's Office for use in the classroom.

Employees may be asked to assist in their schools with various charity fund drives and other worthy community projects. Only those that have been approved by the Superintendent or his/her designee, shall be permitted. Employees shall cooperate in fund-raising projects that have received approval. In addition to giving the needed assistance to the charities involved, these drives may teach students civic responsibility and acquaint them with some of the problems of society.

Parents and other patrons of the Hobbs Municipal Schools shall be discouraged from the routine presentation of gifts to Hobbs Municipal Schools employees. When a student feels a spontaneous desire to present a gift to a staff member, the gift shall not be elaborate or unduly expensive. The Board shall consider as always welcome, and in most cases more appropriate than gifts, the writing of letters to staff members expressing gratitude or appreciation. Staff members will exercise good judgment in accepting and giving gifts in connection with school duties. This shall not be interpreted as intended to discourage acts of generosity in unusual situations, and simple remembrances expressive of affection or gratitude shall not be regarded as violations of this policy.

Employees shall not recommend, endorse, or require students to purchase any product, material, or services by a company for whom the employee works, or in which the employee or his/her immediate family has a direct financial interest. Neither shall professional employees recommend or require the purchase of a specific brand of student supplies if there are other brands that are equal and suitable for the purposes intended.

Any employee who violates this policy shall be considered guilty of insubordination and may be subject to discharge, termination or non-renewal.

PERSONNEL RECORDS

The Superintendent / Assistant Superintendent for Personnel will maintain a personnel file on each employee. This file will be kept in the Central Administration Office with proper security controls and confidentiality restrictions observed.

Any materials or notations which are inserted into a personnel file will be pertinent and relevant. They will be factual and have relevance to the overall education process of the School System, the personnel system or the employment or position of the employee, and comply with all State and Federal regulations. Staff members shall have the right to review material placed in the file. Items such as supervisory reports and conference notations will be dated, reviewed, and signed by the supervisor before inclusion in the record. A copy of all reports will be available for review by the employee, a copy retained in the principal's office, and a copy filed in the personnel file. The individual employee will be granted an opportunity to submit a written statement in response to any material placed in the personnel file. The written responses must be made within ten (10) working days of the report being made available to the employee.

The entirety of an employee's personnel file is not classified as a public record and is not shall not be generally open to public inspection. Access to or the use of the personnel file will be limited to the employee and his/her designated representative, the Superintendent or his designated representative, and the supervisory principal. Individual access or use of the file by any of the above will be through the Office of the Superintendent / Assistant Superintendent for Personnel.

If material to be placed in a personnel file has information from witness(es), the witness must be identified. If an employee has been accused by an individual or individuals or misconduct, misbehavior, or other such improprieties in a report which could lead to disciplinary action, which affects the employee's contractual or property rights the employee being accused has a right to know the accuser or accusers – and a right to a copy of the report, in the course of an applicable due process procedure.

Types

The professional personnel records of the employees of the Hobbs Municipal Schools will comply with all state and federal regulatory agencies. The records will include but will not be limited to:

- A. An original application and references;
- B. A complete official transcript or college credit;

- C. A current teaching license;
- D. Retirement record;
- E. Current and past contracts;
- F. Verification of allowed previous teaching experience or military experience;
- G. Supervisory reports, conference notations and evaluation documents and responses; and,
- H. Written disciplinary documents or reports, and any responses made.

Release of Personnel Information

It shall be the policy of the Hobbs Municipal Schools to protect the privacy of current, former and prospective employees to the extent permitted by law. Accordingly, School District personnel information other than the employee's teaching license and contracts, shall be considered confidential, unless the Inspection of Public Records Act, NMSA 14-2-1, et seq., requires otherwise.

Confidential personnel information will not be released without the employee's prior written consent unless the Superintendent / Assistant Superintendent for Personnel, who is responsible for maintaining the relevant records, determines that exceptional circumstances justify such action. Other personnel information will be made available pursuant to the Inspection of Public Records Act, as interpreted by the New Mexico courts.

The Act and decisions interpreting it provide that the following types of personnel information may be treated as confidential:

1. Letters of reference concerning employment, licensing or permits;
2. Letters or memoranda which are matters of opinion in personnel files, including documents concerning infractions and disciplinary actions, performance evaluations and related materials, opinions as to whether a person should be rehired or reasons why an applicant was not hired, and any other material expressing an opinion as to a current or former employee or an applicant for employment;

3. Medical and related information pertaining to illness, injury, disability, inability to perform a job task, sick leave, or vacation leave.
4. Name or other identifying information on applicants for positions with the School System, until and unless one or more persons outside the system are contacted for further information regarding a particular applicant; and,
5. Records received by the School District pursuant to a request for criminal background information made in accordance with NMSA 1978 Section 22-10-3.
6. Other types of personal information, such as military discharge or arrest records which were (a) solicited by the Assistant Superintendent for Personnel, (b) considered vital to the employment procedure, (c) furnished after a legally permissible promise to keep the information confidential, and (d) for which disclosure would not appear to serve any identifiable public interest.

The Hobbs Municipal Schools will treat this information as confidential to protect the privacy of current, former and prospective employees.

Disposition

Personnel records shall be retained in accordance with the current retention schedule adopted by the New Mexico State Records and Archives. Components of the record not required to be retained may be destroyed upon written notice given to the employee, the principal or immediate supervisor, the Assistant Superintendent for Personnel, and the Superintendent at least fifteen (15) days prior to the date proposed for destruction. If the employee requests, the records shall be returned to the employee rather than destroyed. Inactive records will be kept on file either in original form or on microfilm. Transcripts, military records, and teaching license will be returned to the employee upon termination of employment.

SALARY DEDUCTIONS

The Board authorizes the following payroll deductions: (i) professional organization dues in accordance with State Statutes; (ii) Lea Community Federal Credit Union; (iii) Lea County United Way; (iv) group and life insurance; and, (v) annuities as provided by policy.

GROUP INSURANCE

The Board, as a service to employees, participates in the New Mexico Public Schools Insurance Authority (NMPSIA).

Board Participation

The Board's participation in the group health insurance contribution will be in accordance with Section 10-7-4, NMSA, 1978.

Coverage

The Board reserves the right to annually review the insurance options available to employees.

Group Health – Hospitalization covers hospital, surgical, and accident as administered by the New Mexico Public Schools Insurance Authority (NMPSIA).

Dental Insurance – As administered by NMPSIA.

Vision Insurance – As administered by NMPSIA.

Group Life – As administered by NMPSIA.

Employee on Leave of Absence

An employee on a Board approved leave of absence without pay may continue to participate in the group insurance program under the COBRA Plan. The employee shall pay all premiums including both the usual employee and employer contributions, for continued coverage while the employee is on such leave.

TRAVEL EXPENSE

The District will reimburse employees for expenses incurred for travel in connection with school business. Such travel must be approved by the Superintendent in advance, and reimbursement will not exceed the established per diem and mileage rates as identified by local, state and federal regulations and by the Per Diem and Mileage Act, NMSA 1978, §10-8-1 et seq.

Legal Reference: Per Diem and Mileage Act NMSA 1978 Section 10-8-1 to 10-8-8.

PROCEDURE FOR REPORTING OF KNOWN OR SUSPECTED
USE OR ABUSE OF ALCOHOL OR DRUGS BY STUDENTS

1. Statutory Basis: In accordance with the requirements of Section 22-5-4.4 NMSA 1978, a school employee who witnesses or suspects a student of using, misusing, abusing, possessing, selling, dealing in good faith, or giving away alcohol, controlled substances, solvents/inhalants used for intoxication and/or drug paraphernalia must inform the responsible school official immediately.

Section 22-5-4.4 NMSA 1978 states:

- A. A school employee who knows or in good faith suspects any student of using or abusing alcohol or drugs shall report such use or abuse pursuant to procedures established by the local School Board.
- B. No school employee who in good faith reports any known or suspected instances of alcohol or drug use or abuse shall be held liable for any civil damages as a result of such report or his efforts to enforce any school policies or regulations regarding drug or alcohol use or abuse.

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.

2. Duty to Report: All school employees have a duty to report known or suspected alcohol or drug use or abuse by any student of the District.
3. Administer or to Whom Reports Should Be Made: All reports made hereunder shall be on a uniform reporting form, available from all principals and from the Superintendent, and shall be given to the building principal ("the responsible school official"), if made at school or at a school site or to the supervisor or administrator responsible for a school event, activity or school sponsored function or trip of the observation is made outside school hours or off school property.
4. Timely Reporting: Reports required hereunder shall be made within a reasonable time, but not later than five (5) school days, after the employee first learns or suspects the use or abuse of drugs or alcohol by a student.
5. Duty to Investigate: It is not the duty of the school employee making the required report to conduct an investigation to determine whether or not the student identified has in fact used or abused drugs or alcohol. The duty to investigate

shall be upon the responsible school official to whom the report is made; provided, however, that the reporting employee shall cooperate with the responsible school official during the course of any investigation.

6. Failure to Report: Failure of any school employee to report knowledge or suspicion of student alcohol or drug use or abuse during duty hours in a timely manner may be cause for discipline of the employee.

SCHOOL PERSONNEL AND STUDENTS INFECTED WITH COMMUNICABLE DISEASES

This policy establishes a procedure for dealing with students and school employees with acquired immunodeficiency syndrome (AIDS) or other communicable diseases which are dangerous or pose a risk to public health within the school setting. This policy assures the safety and well-being of the general school population, while concurrently safeguarding the procedural rights and right to a free public education of the students so diagnosed.

I. Student Policy

- A. Report the information to the district public health authorities in accordance with NMSA 1978 Section 24-1-15.
- B. Within three (3) days after a student is diagnosed with a communicable disease an advisory committee will be convened to make decisions regarding appropriate education placement for the infected student. The committee will also consider environmental precautions that need to be implemented.
- C. The determination of whether an infected student shall be permitted to attend classes or participate in school activities with other students shall be made on a case-by-case basis by the committee. The committee shall consist of the following personnel: public health nurse, child's physician, the school nurse, a principal, guidance counselor, parent or legal guardian, and any other school personnel designated by a principal or by the Superintendent. In making this determination, the committee shall consider:
 1. the behavior, neurological development, and physical condition of the student;
 2. the expected type of interaction with others in the school setting; and,
 3. the impact on both the infected student and others in that setting.
- D. The principal or designee will chair the committee and be responsible for convening the committee as necessary or upon the recommendation of the school nurse or public health nurse.

- E. The committee will make recommendations concerning the student's educational placement based primarily on advice from the medical representatives and classroom teacher (s). The committee will determine whether the possibility of transmission of the disease or the student's susceptibility to other health problems warrants removal from school, or, if the student should be allowed to continue in school in the least restrictive environment.

II. Employee Policy

- A. The determination of whether an infected school employee should be permitted to remain employed in a capacity that involves contact with students or other school employees shall be made on a case-by-case basis by a team composed of public health personnel, the school employee's physician, and the appropriate school personnel designated by the school Superintendent. In making this determination, the team shall consider the:
 - 1. physical condition of the school employee;
 - 2. duties, responsibilities, and interaction with others in the school setting; and,
 - 3. impact on both the infected school employee and others in that setting.
- B. If a school employer has "reasonable cause" to believe that a school employee is an infected school employee, the school employer may require the individual to submit to an appropriate medical evaluation as stated in School Board Policy GABA.
- C. The sexual orientation of a school employee shall not constitute "reasonable cause" to believe that he or she is an infected individual. No school employee or potential school employee shall be required to provide information as to his or her sexual orientation.

"Reasonable cause" would exist, for example, if the spouse of a school employee has a communicable disease covered by this policy, or, if a school employee had recently given birth to a child who has such a communicable disease.

III. Confidentiality

The number of personnel who are aware of the student's or employee's condition will be kept at the minimum to assure the confidentiality of records and other information. In all cases the right to privacy and confidentiality must be stressed, and the identity of the infected student or employee shall not be publicly disclosed or discussed.

INFECTION CONTROL

The OSHA Standard 29 CFR 1910.1030, Bloodborne Pathogens, requires employers to reduce the risk of infection to employees from bloodborne pathogens. Those regulations apply to all employees who come in contact with blood and/or infectious materials in the scope of job duties.

Infectious materials and biomedical wastes are substances that carry a significant risk of transmitting diseases to other humans, therefore requiring special handling. These include:

1. Blood and blood products and items contaminated by these products such as bandages, tissues, and vomit; and,
2. Medical sharps such as needle syringe units, contaminated glass, etc.

The policy of the Hobbs Municipal Schools is that employees shall adhere to Universal Precautions. Universal Precautions is an approach to infection control. According to this concept, all human blood and certain human body fluids are treated as if known to be infectious for Human Immunodeficiency Virus (HIV), hepatitis B Virus (HBV), and other bloodborne pathogens.

An infection control manual outlining the exposure determination, methods of compliance, and communication of hazards to employees is available in each building as part of the staff manual and shall be kept current by the Superintendent or his/her designee. The purpose of the manual is to comply with OSHA Standard 29 CFR 1910.1030.

NOTICE OF NON-DISCRIMINATION

The Hobbs Municipal Schools District is an equal opportunity employer and does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age, marital status, disability, handicap, or veteran status in employment or the provision of services. This includes, but is not limited to, admissions, education services, financial aid and employment. Inquiries concerning the application of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act in Employment, the Title IX of the Education Amendments of 1975, and the New Mexico Human Rights Act, may be referred to the Superintendent of the Hobbs Municipal Schools. The Americans with Disabilities Act of 1990, as amended, prohibits discrimination on the basis of disability, and protects qualified applicants and employees with disabilities from discrimination in training, fringe benefits, and other aspects of employment. The law also requires that covered entities provide qualified applicants and employees with disabilities with necessary reasonable accommodations that do not impose undue hardship. It is the responsibility of the applicant or employee to inform the Assistant Superintendent for Personnel or the Coordinator of Special Services that an accommodation is needed. Address inquiries to the Hobbs Municipal Schools, 1515 East Sanger, P.O. Box 1030, Hobbs, New Mexico, 88241, telephone number (505) 433-0100.

TITLE VI, TITLE IX, ADA, SECTION 504
GRIEVANCE PROCEDURE

It is the policy of the Board of Education of the Hobbs Municipal School District to establish and maintain for all students and staff a working environment which provides for fair and equitable treatment. The District is committed to assuring a school and working environment which is appropriate for an institution of learning and which strives for the safety and welfare of all. Students, parents and staff shall have the opportunity to initiate the procedure set forth in this section for the prompt resolution of grievances or complaints of discrimination against the school system. Confidentiality will be respected to the greatest extent possible. The District will investigate allegations of potentially discriminatory conduct and take corrective action when appropriate.

PURPOSE: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances and discrimination complaints which may arise. Applicants for admission and employment, students and parents of elementary and secondary school students, are hereby notified that the District does not discriminate on the basis of race, color, national origin, sex, religion, or disability in the educational programs or activities which it operates and that it is required by Title VI, Title IX, the Americans with Disabilities Act (ADA) and Section 504 of the rehabilitation Act not to discriminate in such a manner.

The District ADA / Section 504 / Title IX Coordinator is Mr. James Johns, located at the Dalton Tabor Office Complex, 1019 E. Bender, Hobbs, NM 88240, (505) 433-0600.

DEFINITIONS:

- A. Complainant – a student, parent, or employee of the District who submits a grievance or complaint alleging discriminatory action or treatment and alleging that he/she is personally and directly affected by such action or treatment.
- B. Respondent – the person alleged to be responsible for the violation alleged in a grievance or complaint.
- C. Grievance / Complaint – a written grievance or complaint alleging that the complainant is directly and adversely affected by any policy, procedure, or practice which discriminates on the basis of race, color, national origin, sex, religion, or disability or that there has been a violation, misinterpretation or inequitable application of school board policy or school rules which has personally impacted the complainant.

- D. Day – a regular school day. The calculation of days in complaint processing shall exclude Saturdays, Sundays, and holidays.
- E. Equity Conciliation Team – the persons designated to coordinate efforts to comply with and carry out responsibilities under Title VI of the Civil rights Act of 1964, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and other state and federal laws addressing equal educational opportunity. The Title IX coordinator is responsible for processing complaints and serves as moderator and recorder during hearings.
- F. School Conduct / Hearing Committee for School Rules – have a Conduct/Hearing Committee. This committee is made up of teachers, nurses, counselors, principals, and/or other staff. The committee assists the building administrator in dealing with misconduct offenses and problems associated with student behavior.
- G. Title VI of the Civil Rights Act of 1964 – no person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- H. Title IX of the Educational Amendments of 1972 – no person in the United States shall on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- I. The Americans with Disabilities Act –
- J. Rehabilitation Act of 1973, Public Law 93-112, Section 504 – no otherwise qualified disabled individual in the United States shall solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

COMPLAINT PROCEDURES

A complainant may file a complaint with a building principal, supervisor, any District Equity Conciliation Team Committee member, or any school conduct/hearing committee member.

If a complainant feels she or he has a complaint or has been subjected to discriminatory action or treatment, she or he is encouraged to act promptly in order to resolve the situation at the lowest possible level.

The District is responsible for investigating reports of alleged complaints, grievances, discriminatory action or treatment. The District reserves the right to file a complaint itself when the seriousness of an incident warrants starting an investigation.

Confidentiality will be maintained to the greatest extent possible. Any information gathered during an informal procedure might be used during a formal procedure if it is begun. There can be no assurance of complete confidentiality but complaints of perceived grievances or discriminatory action will be treated as sensitive information not to be shared with others except as consistent with the requirements of, the procedures herein, and generally recognized "need-to-know" principles.

These suggestions are not intended to be all-inclusive nor are any specifically recommended. Any member of the administrative staff or District Equity Conciliation Team can provide direction, and is available to discuss these and any other possible options. It is important that parents, students and staff make their concerns known to the District to afford the District an opportunity to review their concerns and respond to them. Anyone needing assistance should call the office of the Superintendent, (505) 433-0100, and ask for the names and phone numbers of the Equity Conciliation Team members.

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, or relating to the assignment of grades or assessment of academic performance of any student by his or her instructor.
- b. any personnel decision made by the Superintendent, including, but not limited to, a refusal to re-employ, a discharge, a demotion, or any other action directly and adversely affecting the employment of an employee; or any student disciplinary decision made pursuant to the Public Education Department regulation, "Rights and Responsibilities of the Public Schools and Public School Students" 6 NMAC 1.4, or local policies adopted pursuant thereto.
- c. situations in which the administration and Board 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 Board or the administration;
- e. situations as to which an alternative procedure or remedy has been provided by the Board;
- f. situations as to which a different and more specific procedure applicable to the bases for the grievance is prescribed by state or federal authority other than those listed above; and
- g. situations involving a grievance by a contractor with the agency.

A grievance may not be filed by a former employee after the effective date of termination or discharge of employment, or by a former student after the effective date of expulsion, withdrawal or disenrollment of the student from the School District.

INFORMAL AND FORMAL STEPS

- A. **INFORMAL COMPLAINT OPTIONS:** Listed below are several informal ways from which to choose to deal with alleged grievances or discriminatory actions or treatment.
- 1) **SPEAK DIRECTLY TO THE PERSON WITH WHOM THERE IS A PROBLEM.** Include information about what the person is doing, how you feel about the behavior and how you would like the behavior to change.
 - 2) **WRITE A LETTER TO THE PERSON WITH WHOM THERE IS A PROBLEM.** Include information about what the person is doing, how you feel about the behavior and how you would like the behavior to change. Make a copy of the letter for yourself and deliver the letter in person, preferably accompanied by someone else as a witness to the delivery of the letter. (This person need not know the contents of the letter). A copy may also be sent to the District Equity Conciliation Team as documentation of the event, if the complaining party deems it appropriate and so desires.
 - 3) **MEET WITH A NEUTRAL THIRD PARTY TO DISCUSS THE SITUATION.** A friend, minister, counselor, teacher, family head, administrator, supervisor, school conduct/hearing committee member, or other staff person. A member of the District Equity Conciliation Team

committee can also serve as or recommend a neutral third party. A discussion of the situation with a third party can help examine other ways to deal with the complaint. Following the discussion, a decision as to whether and how to pursue the matter can be made. In choosing a third party with whom to talk, choose someone with whom you feel comfortable and whom you feel can be trusted to listen sensitively, maintain confidentiality to the greatest extent possible, and have information about the options available for resolving such problems.

- 4) REQUEST A THIRD PARTY TO DISCUSS THE PROBLEM WITH THE PERSON WITH WHOM THERE IS A PROBLEM.
- 5) REQUEST MEDIATION THROUGH THE DISTRICT EQUITY CONCILIATION TEAM.

B. FORMAL COMPLAINT PROCEDURES: Formal procedures for dealing with grievances or discriminatory actions or treatment, requires a written complaint that a school district student or staff member has violated written policies or regulations of the District or District agreements with other governmental agencies.

LEVEL ONE

- 1) FILE WRITTEN COMPLAINT: A student, staff, parent or guardian files a written formal complaint which she or he has signed, with the building supervisor, or the District Equity Conciliation Team. If the supervisor is the person being complained against the complaint is filed with the next-level supervisor.
 - a. A description of the events in question and date of occurrence to the best of the complainant's knowledge.
 - b. The name(s) of the individual(s) involved.
 - c. The negative effects that the action or treatment have caused to the complainant related to her or his ability to be educated or to carry out job responsibilities.
 - d. The desired remedy.

- 2) COPIES OF THE COMPLAINT ARE GIVEN TO THE RESPONDENT AND IF APPROPRIATE, TO THE DISTRICT EQUITY CONCILIATION TEAM. The supervisor receiving the complaint sends a copy of the complaint by registered mail to the home address of the respondent, or delivers the complaint in person, and sends a copy of the complaint to the District Equity Conciliation Team, should they be involved.
- 3) SUPERVISOR INTERVIEW COMPLAINANT AND RESPONDENT: As soon as practical, but within ten (10) school days, the supervisor will arrange a conference with both parties, either together or separately. The supervisor shall advise parties of their right to be accompanied by a union representative, advisor, Equity Conciliation Team member, parent or guardian. The purpose of the interview is for the supervisor to review the complaint with the parties, to offer the respondent the opportunity to explain her or his version of the situation.
 - a. If the complaint is mutually resolved, the supervisor shall present a written summary of the resolution to all parties involved, within five (5) work days.
 - b. If the complaint is not satisfactorily resolved, the supervisor shall, within five (5) school days, or recommend a solution in writing to all parties involved.
 - c. If the supervisor needs additional information, she or he may request the District Equity Conciliation Team to conduct a fact-finding investigation. The investigation shall be concluded in no more than ten (10) school days. After receiving a written report of the findings of the fact-finding investigation (with copies given to the complainant and the respondent) the supervisor shall with five (5) days, recommend a solution in writing to all parties involved.
- 4) If the Complainant or the respondent is not satisfied with the decision made by the supervisor, they must notify the Supervisor and the District Equity Conciliation Team, if appropriate, with ten (10) school days. A review of level one action will be conducted and a written appeal will be started for level two.

LEVEL TWO

- 1) FILE WRITTEN APPEAL WITH THE BOARD OF EDUCATION THROUGH THE OFFICE OF THE SUPERINTENDENT. The appeal of the Level One action is filed, in writing, with the Office of the Superintendent. If the Equity Conciliation

Team office is involved, they will review the Level One procedure to be certain that each party was given a fair opportunity to present her or his position and supporting information to the supervisor and that possible solutions of the issue at Level One have been exhausted. If the Equity Conciliation Team office is involved, they will work with the parties and the next-level supervisor to correct any procedural errors and to achieve a resolution. If an appeal is still desired, the next step is taken.

- 2) **FILE BOARD OF EDUCATION APPEAL REQUEST FORM.** The person appealing presents an Appeal Request form to the Secretary of the Superintendent along with copies of the written complaint, the written responses, and the basis for the appeal. The appeal must be based on (a) new information and/or (b) challenge of procedures followed. These should be signed, dated and submitted within ten (10) school days of receipt to the supervisor's findings and recommendations.
- 3) **BOARD DOES NOT ACCEPT APPEAL.** The Board of Education upon receipt of the appeal and a review of the documents, shall decide whether to review the case.
- 4) **BOARD BASES DECISION ON SUBMITTED DOCUMENTS OR HEARING.** If the Board decided to review, it shall decide whether to render a decision to schedule submitted documents or on basis of formal hearing. The District reserves the right to accept, reject or modify resolutions proposed or to increase or decrease the severity of the consequences recommended at lower levels.

If a decision is made on the basis of the submitted documents, copies of the Board's decision will be given to the complainant, the respondent, the supervisor and the District Equity Conciliation Team office, within five (5) school days.

The Superintendent will communicate to the supervisor what steps are to be taken to implement the decision of the Board.

- 5) **BOARD HEARING.** If a hearing is to be held, the Superintendent's Office will advise Board members and contact the supervisors involved, the District Equity Conciliation Team office, and if appropriate, the complainant and the respondent and ask them to bring relevant materials to the hearing. The formal hearing will be conducted in a closed meeting unless the complainant requests otherwise. The hearing will be held within ten (10) school days of the Board's determination to conduct a formal hearing. Following the hearing, copies of the Board's

decision will be given to both the complainant and the respondent, within five (5) school days. The Superintendent will communicate to the supervisor what steps are to be taken to implement the decision of the Board.

CONCLUSIONS

In using the District's informal or formal complaint procedure, the following should be kept in mind:

- A. The District Equity Conciliation Team members are available to provide assistance at any point in the process to the complainant, the respondent, and any witnesses called or interviewed in an investigation.
- B. Confidentiality will be maintained to the greatest extent possible
- C. Students, staff or parents who make complaints in good faith, shall be free from retaliation, coercion, and reprisal in seeking resolution of their complaint. Furthermore, persons acting as witnesses to a complaint, in good faith, shall be free from reprisal.
- D. Any time limits stipulated in the complaint procedure may be extended for a reasonable and definite period of time by the appropriate district representative at the level being extended. Written notice of the reason for and length of the extension shall be provided to all parties before the original timeline expires.
- E. Failure of a complainant to comply with any time limitation in the complaint procedure constitutes grounds for dismissal of the complaint. Dismissal shall not preclude the individual's right to pursue the complaint through other agencies.
- F. If a district representative fails to comply with any time limitation in the complaint procedure, the complainant may immediately proceed to the next level in the complaint procedure.
- G. Whenever possible, mediation or problem-solving meetings shall be scheduled during normal District working hours.
- H. Persons who file a false or misleading complaint are subject to appropriate disciplinary action, or dismissal of the complaint.

- I. The supervisor will be responsible for informing all parties involved of the status of a procedure in a timely and sensitive way.
- J. A complaint shall be filed at Level One if the remedy sought is within the authority of the supervisor or principal. If it is a remedy on which the supervisor or principal has no authority, it shall be filed at Level Two through the Office of the Superintendent.
- K. Complaint records will remain confidential, unless permission is given by the parties involved to release such information. All written and printed matter dealing with the processing of a complaint will be filed separately from the official personnel/student file. Complaint records shall be maintained on file for three (3) years after complaint resolution with the Office of the Superintendent, and if appropriate, the District's Equity Conciliation Team.

DISCIPLINARY ACTIONS

Staff may be disciplined for violations of these policies. Discipline may be imposed where this process demonstrates that discriminatory actions, treatment, harassment or retaliation for complaining, has occurred. Discipline shall be commensurate with the conduct and may range from an oral warning through suspension, termination or discharge. Discipline shall be imposed in accordance with, applicable District practices, policies, due process procedures or statutory requirements.

Criteria to consider when deciding upon a sanction shall include, but not be limited to, the extent to which the conduct:

- Indicated, that the staff is unqualified or unfit to carry out assigned duties;
- Affected either parties ability to perform assigned duties;
- Occurred in the presence or hearing of student(s) and, interfered with a student's pursuit of academic goals, and disregarded the staff's role as an exemplar to students;
- Interfered with ability to provide an academic environment necessary for quality education;
- Disrupted routines or undermined discipline;
- Is determined by this procedure to be intentional;
- Is based upon improper personal motivation rather than professional considerations.

APPLICANT / EMPLOYEE RESPONSIBILITY
REGARDING DISABILITIES

The Hobbs Municipal Schools District is willing to make reasonable accommodations with regard to limitations of which it is notified in writing according to the requirements of the Americans with Disabilities Act and with Section 504 of the Rehabilitation Act of 1973, and will not constitute an undue hardship on the School District. It is the responsibility of the applicant or employee to inform the Assistant Superintendent for Operations, if an accommodation is needed.

DISABLED EMPLOYEE WORKING CONDITIONS

The Board will provide the working conditions for a sound education program. The area in which a qualified employee with a disability works may be modified to accommodate him/her in a manner in which he/she can work in a safe environment. Reasonable accommodation (s) may include (s), but is not limited to, ramps, rails, doors, restrooms, drinking fountains, telecommunication devices, and appropriate access and exit to and from facilities. Other or additional reasonable accommodations may be made based on individual need and circumstances so long as they do not constitute an undue hardship to the employer.

PROTECTION OF INDIVIDUAL STAFF MEMBERS

The District will provide reasonable protection for staff members in performing work-related duties pursuant to school policies, rules and regulations. Such protection will include the following:

- A. Personal and comprehensive liability insurance covering activities performed within the normal scope of duty.
- B. Worker's Compensation Insurance.

Furthermore, the District pledges its support in defense of staff members if claims arise from appropriate performance of obligations, duties and responsibilities in connection with job assignments during duty hours.

The above services will not be provided if the staff member's action demonstrates misconduct, poor professional judgment, is not in compliance with Board policy, or exceeds legal limits.

EMPLOYEE LEAVES AND ABSENCES

Request for absence (other than sick leave) must be made on a prescribed form to the principal, who will forward it with an endorsement to the Superintendent or his/her designated representative.

Board Policy authorizes the following types of leaves and absences:

1. Personal Leaves and Absences
 - a. Personal Business Leave
 - b. Sick Leave
 - c. Community Service Leave
 - d. Election Official, Jury Duty, Subpoenaed Appearance, and Short Duration Military Duty
 - e. Death of a Close Relative
 - f. Family Leave
2. Worker's Compensation Leave
3. Licensed Instructor Leaves and Absences (Policy listed in Section GBS)
 - a. Leave of Absence
 - b. School Business / Instruction Leave
 - c. Professional Association Leave
4. Classified Personnel Leaves and Absences (Policy listed in Section GCH)
 - a. Instruction Leave / School Business
 - b. Professional Association Leave

PERSONAL LEAVES AND ABSENCES

Board Policy authorizes the following types of personal leaves and absences for the staff: (i) personal business; (ii) personal or family illness or disability; (iii) community service; (iv) election official, jury duty, short duration military service; and, (v) death of a close relative. The conditions of these leaves will be governed by the Board.

Personal Leave

Personal leave is available for staff members with the following stipulations:

- A. Each employee will be entitled to three (3) days of personal leave for which the employee need not state a reason. Personal leave days may not be accumulated and do not carry over from year to year.
- B. The first day of such personal leave taken in any school year will be charged against his/her accumulated sick leave. The licensed employee may pay the cost of a substitute and the classified employee may permit the District to withhold one-third of his/her daily rate from leave amounts paid to avoid deduction of this day from accumulated sick leave.
- C. Generally, the licensed employee shall have deducted from his/her daily rate of pay the cost of the substitute for the remaining two days of personal leave. The classified employee shall have deducted one-third of his/her daily rate of pay for the remaining two days of personal leave. However, where an employee has accrued sixty (60) or more sick days as of the beginning of the employee's contract year, the employee may have the second personal leave day charged against his/her accumulated sick leave.
- D. Unless paid leave is available and approved from other sources, personal absence beyond the maximum of three (3) days allowed, or non-approved personal absence, will result in a salary deduction on a pro-rata basis according to the number of days contained in the contract. Use of personal leave days must be approved in advance by the Superintendent, Assistant Superintendent for Personnel, or Assistant Superintendent for Instruction.
- E. Personal absence leave will not be granted during the first and last two weeks of school, nor for the expansion of holidays scheduled during the school year, without prior written approval of the Superintendent or his / her designee.

Sick Leave

- A. All licensed employees are granted sick leave days as follows: classroom teachers, ten days per year granted at the August 31 payroll; eleven-month employees, 11 days granted in July or August, depending on starting date; and, twelve-month employees, 12 days granted in July. Late start licensed employees are prorated based upon the total number of contract days for the category of position.
- B. All classified employees are granted sick leave days as follows: 9 and 10 month employees, 5 days on the August 31 payroll and 5 days on the January 15 payroll; 12 month employees, 6 days on the July 15 payroll, and 6 days on the January 15 payroll. Late start employees will have their sick leave prorated, based upon the total number of contract days for the category of position.
- C. Employees may not utilize sick leave prior to being earned. If sick leave is utilized in excess of earned sick leave days, the employee will be docked for any day in excess of earned sick leave days at the daily contract rate. Such docking in pay will be subject to review and/or approval of the Superintendent or designee.
- D. Unused sick leave may accumulate from year to year up to a maximum of 120 days.
- E. The Superintendent or designee shall ensure that sick leave is used only for:
 - 1. illness or injury to the employee;
 - 2. illness or injury of a member of the employee's immediate family; and,
 - 3. death in the employee's immediate family.

All persons absent from duty because of any reason listed above shall be charged sick leave as used even if a substitute is not employed.

The claiming of sick leave under this program shall be approved only for the reasons listed above. Certification of personal illness or inability to report for duty by a doctor who is duly registered and licensed, a licensed doctor of dentistry, a licensed chiropractor, or a licensed podiatrist, shall be required for absence due to illness or injury in excess of five (5) consecutive workdays duration. This certification shall state the employee's medical condition precluding the employee from working and the expected duration of absence. However, an employee who is a member of the Christian Science Church may have his or her

inability to report for duty attested to by a Christian Science practitioner. In the event the School Administration questions the certification or attestation received hereunder, the District may arrange for an independent medical evaluation at District cost. Where the school administration suspects sick leave abuse, the District may conduct a reasonable investigation including requests for more detailed medical information reports, and the employee should cooperate with such requests.

For purposes of this policy, the term "immediate family" includes relationships by first and second degree of consanguinity or first degree affinity, and any person(s) who may be residing in the covered employee's household at the time of illness, injury or death. Approved leave for death in the immediate family shall be limited to not more than five (5) workdays for each occurrence, and is subject to the approval of the Superintendent.

- F. One half (1/2) time employees will receive the full complement of sick leave as full time employees and will have one day of sick leave deducted for each day absent under the sick leave policy.
- G. The Hobbs Municipal Schools desires to provide employees the opportunity for extended sick leave and shall establish and operate a Sick Leave Bank for catastrophic illness, surgery, or a temporary disability. "Catastrophic illness" is defined as a severe and acute condition or combination of conditions affecting the mental or physical health of the employee or the employee's immediate family that requires the services of a licensed practitioner or hospitalization for a prolonged period of time and that causes the employee to exhaust accrued paid leave. A severe and acute condition or combination of conditions is defined as: (i) one that will result in death or is a severely debilitating condition that disables the employee from performing the usual and essential functions of his or her employment position; or (ii) one that is life-threatening or has been designated as terminal. The Superintendent shall cause guidelines for the operation of the Sick Leave Bank to be developed and a report submitted to the Board. Changes in the guidelines shall follow established administrative procedures. Should the Bank ever be discontinued by Board action, available sick leave days shall be disbursed to the then current members on a pro-rata basis.

Community Service Leave

Absences due to community service must be approved in advance by the Superintendent or designated representative. Salary deduction will be the cost of a substitute.

Election Official, Jury Duty, Subpoenaed Appearance, and Short Duration Military Duty

Employees who are requested to serve as election officials or required to report for jury duty, or ordered to participate in short duration military duty, will be paid the difference between the regular salary and the remuneration received from the above sources. Employees who are subpoenaed to court will not be subject to salary deductions pending prior approval by the Superintendent or designee.

Bereavement Leave

Absence due to the death of a close relative of the employee, other than the immediate family as identified in the sick leave policy, must be approved in advance by the Superintendent or his designated representative. Salary deduction for the classified employee will be one-third of his or her daily rate. Salary deduction for the licensed employee will be the cost of a substitute. Details of the close relationship must be included in the request.

Extension of Personnel Leave for Family Reasons

Absence due to once-in-a-lifetime events in which the employee has not control over the date (i.e., college graduation, 50th wedding anniversary of parents), family leave can be requested only after personal leave has been exhausted. Approval must be given in advance by the Superintendent. There will be no salary deduction, and it is limited to five (5) days per event.

NOTE: "Family Leave" has a specialized meaning under the Family and Medical Leave Act.

WORKER'S COMPENSATION LEAVE

Employees absent due to on-the-job injuries may choose to receive their full monthly school salary and may receive accumulated sick leave days for such days for which worker's compensation benefits are not received or to supplement the worker's compensation benefits with partial-day sick leave deductions so long as the total of such leave and worker's compensation benefits does not exceed the full monthly salary specified by the employee's contract. In the alternative, the employee may choose to receive only the monthly remuneration paid by the worker's compensation insurance without reduction of accumulated sick leave days.

EMPLOYEE RELATIONS POLICY

The Employee Relations Policy is governed by the following primary principles:

- A. Hobbs Municipal Schools recognizes and respects the rights of employees to join professional associations.
- B. Every employee desires and is entitled to be treated with respect as an individual.
- C. Equal opportunity and affirmative action are continuing commitments.
- D. Employment, training and development, promotion, and other employment conditions shall be decided in order to provide equal opportunity for all employees without discrimination.
- E. Employees shall be provided opportunities in accordance with the needs of the School District and their talents as individuals to develop and progress through secure, meaningful jobs with equitable pay.

To implement the Employee Relations Policy, Hobbs Municipal Schools is committed to:

- A. A system of communication which encourages management at all levels to discuss work-related topics with all employees in an open, honest, and fair manner;
- B. A working environment which motivates employees to become involved with and accept greater responsibility for the success of their jobs;
- C. A two-way system of communication which provides employees with information related to their responsibilities, school policies and affairs, and which also encourages communication of employee concerns, questions, and ideas to supervisors;
- D. Methods for the discussion and resolution of employee complaints;
- E. Jobs which are personally satisfying and provide an opportunity for a meaningful contribution to the Schools;

- F. Training which prepares all employees to fulfill the responsibility of their jobs, to improve their performance, and to facilitate self-development;
- G. An environment in which safety and health are stressed, and which reflects the Hobbs Municipal Schools' concern for the conditions under which the work is performed; and,
- H. Work rules that are published and communicated to all employees.

This policy shall not be construed to conflict with the rights of employees under the Public Employee Bargaining Act, NMSA 1978 Section 10-7E-1 to 10-7E-26, should employees collectively avail themselves of the procedures under that Act.

PROFESSIONAL ORGANIZATION

Membership in a professional association is voluntary. Professional association activities shall not interfere with a staff member's accepted responsibilities to the School System. Professional organization meetings are not considered part of the regular school work load and/or stipulated daily time frame and should be scheduled accordingly after the normal workday.

PROFESSIONAL PUBLISHING

The Board recognizes that staff members are in a unique position to create written material of benefit to the field of education. However, the staff member must place his/her duties and responsibilities to the School System and its programs and curriculum first and must have the approval of the Superintendent before utilizing material and information from within the School System for publication purposes. All employees shall respect the copyright or printed or electronic materials.

EMPLOYEE DRESS CODE

The Hobbs Municipal Schools Board believes that employees of the School District can more effectively carry out their respective functions and responsibilities which help meet the School District's primary function of educating students when staff members dress in a professional manner. Students, parents, and other community members who interact with staff members are more likely to respond favorably to a staff member who dresses professionally. Students are more likely to show respect and follow directions from a staff member who dresses professionally. Therefore, the Board adopts the following dress code for staff members.

Professional Dress Standards for Men

Acceptable Attire / Grooming

- Pants or slacks; creases in pants help improve the image of the apparel.
- Collared shirts to include Polo-type and button-down shirts. Sweaters, turtlenecks and Henley shirts are acceptable. (Physical Education instructors should wear shirts with collars and shorts or pants that exhibit professional attire).
- Ties and dress coats improve the image; recommended but not required.
- Visible body piercing; ONLY the ear is acceptable.
- Cologne or aftershave to be unobtrusive.
- Shoes that are clean and polished improve the image.
(Tennis shoes often detract from the image and should be worn sparingly at the direction of the principal).
- Limit facial hair to well-groomed mustaches.

Non-Acceptable Attire / Grooming

- Jeans and T-Shirts may not be worn except during special days determined by the principal. In no case should T-shirts be worn other than special days.
- Tattered cuffs, tears in clothing, and heavy wear marks are unacceptable.
- Sweat pants and jogging suits are not acceptable.
- Hats are not to be worn in building.
- Visible body tattoos are unacceptable.

Professional Dress Standards for Women

Acceptable Attire / Grooming

- Pants, slacks, capris', dresses, or skirts. (Jean skirts and dresses are acceptable).
- Blouses and shirts – collared shirts to include Polo-type and button-down shirts. Sweaters, turtlenecks and Henley shirts are acceptable, as well as other blouses (with or without collars) that would be considered professional in nature. Blouses and dresses should be cut in such a way as to exceed the expectations of student dress. (Physical Education instructors should wear shirts with collars and shorts or pants that exhibit professional attire).
- Tennis shoes often detract from the image and should be worn sparingly at the direction of the principal.
- Coats and vests often add to professional image but are not required.
- Hose improve the image but are not required.
- Makeup, perfume, or cologne to be unobtrusive.
- Visible body piercing; ONLY the ear.

Unacceptable Attire / Grooming

- T-shirts and jeans may not be worn except during special days determined by the principal. In no case should T-shirts be worn other than special days.
- Jean capris', sweat pants, spandex pants, leggings, and jogging suits are unacceptable.
- Tattered cuffs, tears in clothing and heavy wear marks are unacceptable.
- Hats are not to be worn in the building.
- Visible body tattoos are unacceptable.

ACTIVITY TICKETS

All contract school employees will have the opportunity to purchase an activity ticket at the beginning of the school year which will admit them to any school activity except New Mexico Activity Association play-off events. Contract employees may also purchase a ticket for their spouse at the same price. The proceeds from the tickets will be used to defray the expense of designated sports activities, music programs, and dramatic productions.

WORKING CONDITIONS

The District will provide working conditions conducive to a sound education program.

TOBACCO POLICY

The Hobbs Municipal Schools prohibits the use of tobacco products by students, school staff, parents, school visitors, and Board Members on school property, in school buildings, vehicles, and seating areas of stadiums owned or leased by the Hobbs Municipal Schools District.

TIME SCHEDULE

The employee will meet the staff reporting and dismissal time schedule of the school day as stipulated by the Superintendent. The employee will be informed of the time schedule at the time of position assignment by the building principal.

RETIREMENT

Employees are automatically members of the Educational Retirement Program. Both program and benefits are regulated by State statutes.

Legal Reference:

The Educational Retirement Act, NMSA 1978 Sections 22-11-1 to 22-11-53.

PROFESSIONAL PERSONNEL SECTION

The Board supports the following definition of a professional as it relates to education in NMSA 1978, §22-10A-4:

Teaching and school administration are recognized as professions, with all the rights, responsibilities and privileges accorded professions, having their first responsibility to the public they serve. The primary responsibilities of the teaching and school administration professions are to educate the children of this state and to improve the professional practices and ethical conduct of their members.

NOTE: This section excludes all personnel covered under Section GC.

CONTRACTS

All employment contracts between the School District and licensed school personnel shall be in writing on forms approved by the New Mexico Public Education Department. These forms shall contain and specify the terms of service date, the salary to be paid, the method of payment, the causes for termination of the contract, and other provisions required by the regulations of the New Mexico Public Education Department and the local Board.

All employment contracts between the School District and ~~licensed~~ certified school personnel shall be for a period of one (1) school year, except:

- 1) contracts for less than one (1) school year are permitted to fill personnel vacancies which occur during the school year;
- 2) contracts for the remainder of a school year are permitted to staff programs when the availability of funds for the programs is not known until after the beginning of the school year;
- 3) contracts for less than one (1) school year are permitted to staff summer school programs and to staff federally funded programs in which the federally approved programs are specified to be conducted for less than one (1) school year;
- 4) contracts not to exceed three (3) years are permitted for certified school administrators in public schools who are engaged in administrative functions for more than one-half of their employment time; and
- 5) contracts not to exceed three (3) years are permitted at the discretion of the Board for certified school instructors in public schools who have been employed in the School District for three (3) consecutive school years.

Except as provided in Section 22-10A-22 NMSA 1978, a person employed by contract pursuant to the above provisions, no legitimate objective expectancy of re-employment, and no contract entered into pursuant to the above provisions, shall be construed as an implied promise of continued employment pursuant to a subsequent contract.

Legal Reference: NMSA 1978, §22-10A-21

SALARY

School District Salary System

Prior to the beginning of each school year, the Superintendent shall file with the Public Education Department the School District salary system, which salary system shall incorporate any salary increases or compensation measures specifically mandated by the legislature. Salaries for teachers and school administrators shall be aligned with the licensure framework provided for in the School Personnel Act, NMSA 1978, §22-10A-1 et seq. The local Superintendent shall not reduce the School District salary system without the prior written approval of the State Secretary of Education.

Salary

Licensed School Personnel. All licensed school personnel shall be paid at least once a month during a twelve month period although services may be performed during a period less than the twelve months.

Salary Schedule

On an annual basis, the Superintendent will prepare an index salary schedule containing both horizontal and vertical steps for the review and approval of the Board. This schedule will form the basis for determining the annual salary, both individually and collectively.

Salary Increments

Increments for experience may be granted upon satisfactory completion of a year's work.

The Superintendent may grant salary increments over and above the adopted salary for extended day or for the performance of extra duties.

The Superintendent may withhold an annual salary increment or pay increase when there is a question concerning satisfactory work performance.

The Superintendent, prior to making such recommendation to the Board, will ensure that licensed school personnel have counseled with and given the opportunity to correct the deficiency or deficiencies identified as uncorrected unsatisfactory work performance and the areas of unsatisfactory work performance identified, discussed, and documented. The procedures prescribed by the New Mexico Public Education Department pertaining to supervision and correction of uncorrected unsatisfactory work performance will be followed prior to discharge of licensed personnel. Such procedures shall not apply to instances of insubordination, incompetence or misconduct which fall outside the definition of uncorrected unsatisfactory work performance.

Effective January 1, 1989, unlimited out-of-district verified experience will be allowed for teachers employed. This is not retroactive for any teacher under contract during any portion of the 1988-89 school year.

A minimum of ninety-one (91) days of full time teaching can be counted as a full year of teaching experience. A minimum of twenty-four (24) credit hours of verified teaching experience at the post-secondary level can be counted as one full year of teaching experience on the teacher salary schedule. Experience will not be granted for less than twenty-four (24) credit hours. Increments of twenty-four (24) credit hours will be counted for corresponding additional years of experience. No more than one year of experience will be permitted during any given twelve month fiscal year.

Effective September 1, 1987, credit hours taken for salary increments of BA+15, BA+45, MA+15 or MA+45, must have been completed after the respective Bachelor's or Master's degree was conferred. Prior to September 1, 1987, salary increments given for verified additional credit hours taken before the completion of the MA degree, but not required hours for the MA degree, will not be honored. Credit hours above a Bachelor's degree need not be graduate hours; however, hours above a Master's degree must be graduate level, unless prior approval is received from the Superintendent or Assistant Superintendent for Personnel. With prior approval, undergraduate credit may be counted for hours above the Master's degree so long as such coursework is related to the content area of the employee's position or licensing or is focused upon the employee's professional development in his or her degree area. Official transcripts bearing the university's seal must be on file prior to September 30 of each school year.

Notification of changes in experience or training is the responsibility of the licensed instructor and due on September 1 of each school year.

For all new certified hires beginning with the 2001-2002 school year: All newly hired employees paid from the Hobbs Municipal School's Teacher Salary Schedule shall earn a Master's Degree within six (6) years from their date of hire or before the seventh consecutive contract is offered.

CONTRACTUAL CONDITIONS OF EMPLOYMENT

The teacher contract is not binding upon the School District unless all conditions of the contract are fulfilled. The following conditions of employment are to be considered part of the contract.

Licensure: The teacher must hold a valid New Mexico teacher's license for the appropriate teaching level. A record of the license must be on file in the Central Administration Office before continuation of payment can be made for instructional services after three (3) months from the initial employment duties.

College Transcript: An official transcript of the teacher's credit must be on file in the Central Administrative Office. If a teacher earns the necessary number of hours to advance a step on the salary schedule, a transcript attesting the fact must be on file by September 1. Grade cards for summer work will be accepted temporarily until an official transcript can be secured. The teacher must follow through on obtaining transcripts.

Teaching Record: It shall be the responsibility of all teachers to secure verification of outside experience from school officials in the school or schools where they have taught. Verification of experience must be on file in the Central Administrative Office before payment can be made for teaching services. Verification of outside teaching experience must be on School System approved forms.

Letter of Intent

Written acceptance by the teacher of a letter of intent to employ sent by the Superintendent shall constitute a contract and shall be accepted in lieu of the regular contract pending official approval of the budget, and execution of the state-approved contract form. (NMSA 1978 §22-10A-23).

Additional Teacher Responsibilities

Teachers shall be personally responsible for correcting deficiencies, removing shortages, and securing teaching and health licenses.

All members of the teaching staff must:

1. Attend and actively participate in district-wide workshops.
2. Attend all school meetings required by the Superintendent or site administrator.

LICENSED STAFF RECRUITING

The Board directs the Superintendent to develop and maintain a recruitment program designed to attract and retain the best qualified professional personnel in the District schools.

It is the responsibility of the Superintendent, with the assistance of other District administrators, to determine the personnel needs of the District and the individual schools, and to locate suitable candidates for employment.

The search for good teachers and other professional employees will extend to a wide variety of educational institutions and geographical areas. It will take into consideration the diversified characteristics of the District and the need for a multiracial staff and for teachers of various cultural backgrounds.

Recruitment procedures will not overlook the talents and potential employee may apply for any position for which he/she has a license and meets stated requirements. An opening in the District schools will be made known to present employees in sufficient time before the position is filled to permit them to submit an application.

LICENSED STAFF HIRING

Through its employment policies, the Superintendent will endeavor to attract, secure, and hold the highest qualified personnel for all licensed positions. The selection program will be based upon an alertness to candidates who will devote themselves to the education and welfare of the children attending the public schools.

It is the responsibility of the Superintendent (and of persons to whom he/she delegates this responsibility) to determine District personnel needs and to locate suitable candidates for employment. Through effective administrative procedures, the Superintendent will seek the employment and retention of personnel who are motivated to do their best work and to be creative from their own inner resources.

It will be the duty of the Superintendent to ensure that persons employed in the schools meet all licensure requirements and District requirements for the type of positions for which the nomination is made.

The following guidelines will be used in the selection of personnel:

1. There will be no discrimination in the hiring process due to age, sex, sexual orientation, gender identity, religion, creed, race, color, handicap, disability, marital status, veteran status, national origin, or place of residence.
2. The quality of instruction is enhanced by a staff with a wide variation in background, method of education preparation, and previous experience. Concerted efforts will be exerted to maintain a variation in the staff.
3. Interviewing and selection procedures will assure that the administrator who will be directly responsible for the work of a staff member is offered an opportunity to aid in the selection; however, the final selection must be made or approved by the Superintendent or designee.
4. No candidate will be hired without a personal or video taped interview. References will be checked.
5. No candidate is to be employed for, or assigned to, a position where his/her evaluation will be made partly or entirely by a person to whom he/she is related. No relative (see GAF) of a Board member will be considered as an applicant. However, this policy will not affect the continued employment of personnel who are related to other staff members or to a current or future Board member.

6. All candidates will be considered on the basis of their merits, qualifications and the District needs. In each instance, the Superintendent and others playing a role in the selection will seek to hire the best qualified person for the job.

ASSIGNMENT

Position assignments will be made by the Assistant Superintendent for Personnel after consultation with the building principal and approval of the Superintendent. Building level assignments will be made by the principal.

SUPERVISION

The Superintendent will be responsible for designing and implementing an effective personnel supervision program. A staff member shall not directly supervise his or her spouse, or any member of his or her "immediate family."

"Immediate family" includes:

- Father
- Mother
- Sister
- Brother
- Daughter
- Son
- Husband
- Wife
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law
- Mother-in-law
- Father-in-law

SUPERVISION OF CERTIFIED PERSONNEL

The philosophy of the Hobbs Municipal Schools in the supervisory procedure is to give principals and teachers an opportunity to identify strengths and weaknesses and to work cooperatively toward satisfactory work performance in the school program. Classroom visits must be made to document that each teacher has been evaluated and has demonstrated the essential teaching competencies in State Statutes. Requirements of State Statutes will be followed.

TEACHER PERFORMANCE EVALUATION FOR 3 TIERED LICENSURE

The New Mexico 3-Tiered Licensure System created by the passage of HB212 and the Public Education Department Regulation 6.69.4 Performance Evaluation System Requirements for Teachers sets forth specific requirements for a Highly Objective Uniform Statewide Standard of Evaluation (HOUSSE) for teacher licensure. New Mexico Statute 22-10A-4.B states that the New Mexico licensure framework for teachers is a progressive career system in which licensees are required to demonstrate increased competencies and undertake greater responsibilities as they progress through the licensure levels. PED Regulation 6.69.4.8.D states the format for this evaluation shall be established by the department and shall be uniform throughout the state in all public schools.

The 3-Tiered Licensure annual teacher performance evaluation system provides a differentiated approach to teacher performance evaluation in compliance with the requirements on NMSA22-10A-4.B for each level of licensure: Level I Provisional Teacher, Level II Professional Teacher, and Level III Master Teacher. The teacher performance evaluation instrument has nine competencies with differentiated indicators for each licensure level. The teacher performance evaluation procedures and the Professional Development Plan (PDP) procedures are also differentiated for each of the three licensure levels.

Required Performance Evaluation Components

Teacher Performance Evaluation Requirement:

PED Regulation Title 6, Chapter 69, Part 4: Performance Evaluation System Requirements for Teachers, states *“every public school teacher must have an annual performance evaluation based on an annual professional development plan...Annual performance evaluations shall be based on, among other things, how well the professional development plan was carried out and the measurable objectives were achieved. The school principal shall observe each teacher’s classroom practice at least once annually to determine the teacher’s ability to demonstrate state adopted competencies and indicators for each teacher’s licensure level.”* (6.69.4.8.D and 6.69.4.10.C & D)

There are many purposes for evaluation. Among them:

1. To assist in identifying and building upon teacher strengths.
2. To serve as the basis for the improvement of instruction.
3. To develop remediation goals.
4. To enhance the implementation of programs of curriculum.

5. To plan meaningful professional development.
6. To address accountability and teacher quality.
7. To support fair, valid and legal decisions for rehire, promotion decisions or termination.

Documentation Requirement:

1. Professional Development Plan (PDP) – required for every teacher every year
2. Reflection on Annual Professional Development Plan (PDP) - required for every teacher every year
3. Progressive Documentation of Teacher Performance – required for level II or level III licensed teachers for year one and year two of three year cycle. Rather than requiring Progressive Documentation for Level II or Level III licensed teachers, Hobbs Municipal Schools is requiring a Summative Evaluation for all teachers.
4. NM Teacher Performance Summative Evaluation for Licensure – required by Hobbs Municipal Schools for all teachers.

Professional Development Plan Requirement:

PED Regulation 6.69.4.10.B.1-3 requires that the teacher and the school principal create the Professional Development Plan (PDP) no later than forty (40) days after the first day of each school year. The Plan must have measurable objectives, and must be based on, among other things:

- The nine teacher competencies and indicators for the teacher's licensure level,
- The previous year's annual evaluation (if applicable), and
- Assurance that the teacher is highly qualified in the core academic subjects the teacher teaches.

Classroom Observation Requirements and Data Collection:

PED Regulation 6.69.4.10.D requires that the principal "*observe each teacher's classroom practice at least once annually to determine the teacher's ability to demonstrate state adopted competencies/ indicators for each teacher's licensure level*".

In addition to observations, collection of additional forms of data will assure a valid assessment of each employee's ability to demonstrate the competencies. Options for additional data collection include but are not limited to: review of videotape; written documentation of activities; locally developed survey of staff, students, and/or parents; review of student work and performance; review of the teacher's contribution to the school's vision, mission, and outcomes; portfolios; information gained through peer observation and/or peer coaching; anecdotal records; reflective journals; self-evaluations; instructional artifacts; and other formats satisfactory to the teacher and the principal

Evaluation Criteria Requirement:

Evaluation for different purposes requires different procedures. The 3-Tier Licensure and Performance Evaluation System emphasizes teacher growth through differentiated teaching indicators that are reflective of the competency levels of teachers and the creation of individual Professional Development Plans.

Each of the three levels of licensure has nine (9) common competencies with differentiation occurring through license level-specific indicators. The performance evaluation system will indicate a teacher's proficiency in these license level-specific indicators and competencies. The nine common competencies are:

1. The teacher accurately demonstrates knowledge of the content area and approved curriculum;
2. The teacher appropriately utilizes a variety of teaching methods and resources for each area taught;
3. The teacher communicates with and obtains feedback from students in a manner that enhances student learning and understanding;
4. The teacher comprehends the principles of student growth, development and learning, and applies them appropriately;
5. The teacher effectively utilizes student assessment techniques and procedures;
6. The teacher manages the educational setting in a manner that promotes positive student behavior, and a safe and healthy environment;
7. The teacher recognizes student diversity and creates an atmosphere conducive to the promotion of positive student involvement and self-concept;
8. The teacher demonstrates a willingness to examine and implement change as appropriate; and
9. The teacher works productively with colleagues, parents, and community members.

Hobbs Municipal Schools District Competencies:

1. The teacher meets professional requirements and responsibilities.

Assessment Guidelines for Teacher Competencies and Indicators:

The purpose of the Assessment Guidelines for Teacher Competencies and Indicators is to give teachers and administrators a tool to differentiate different levels of performance for Licensure Levels I, II, and III-A. The Assessment Guidelines provide concrete descriptions of effective teaching that develop over time. The descriptions contained in the Assessment Guidelines will accomplish three purposes:

1. help teachers and administrators evaluate daily teaching practices in order to maintain and advance professional licenses;

2. help teachers and administrators across the state develop consistent understandings of professional growth and evidence of student learning growth; and
3. provide educators with professional language to talk about and build evidence for what they know and do that makes a difference for their students.

Administrators and teachers in the Hobbs MSD will use the NM Teacher Licensure Assessment Guidelines for Teacher Competencies and Indicators as a tool to differentiate different levels of performance for Licensure Levels I, II and III-A.

Training for Teachers and Administrators Requirement:

Training must assure that all participants at the school level understand the purpose of and criteria for performance evaluation through an annual Evaluation Orientation. The Evaluation Orientation must address the Teacher Competencies and Indicators for each level of licensure, and the role of the Professional Development Plan in the Performance Evaluation System. The Evaluation Orientation must also include an overview of the process whereby observations will be made and performance data collected, the forms to be used, and the timeline for completion. All teachers and administrators new to the district must attend the Evaluation Orientation.

Professional Development Plan Procedures

Within the first 40 days of the school year, the teacher and the school principal will establish a PDP utilizing the HMSD PDP format.

- The plan must identify one or more measurable objectives.
- The measurable objectives must be based on the nine teacher competencies and indicators as determined by the teacher and the school principal. All nine competencies do not have to be addressed every year.
- The PDP may include multi-year measurable objectives and a plan to annually review the progress toward meeting measurable objectives.
- The PDP may be correlated with the district and or school's Educational Plan for Student Success (EPSS).

The PDP should include measures for determining progress, at regular intervals, toward meeting the goals.

Once the teacher and the school principal have established the measurable objectives and goals, both parties should collaboratively develop a clearly written plan to include the following:

1. goals including competencies and indicators to be addressed;

2. action plan including key actions, person responsible for the actions, resources, timelines, measures to assure desired results have been met; and
3. observable target or desired results.

Before the end of the school year the teacher and the administrator will meet:

1. to assess how well the PDP was carried out;
2. the extent to which measurable objectives were achieved including a description of student achievement and learning growth; and
3. will complete the annual formative evaluation of the PDP utilizing the Reflection on Annual Professional Development Plan (PDP) form.

The results of the annual formative evaluation of the PDP will be documented on the summative evaluation. [Annually for Level I, II and III].

The PDP process shall be differentiated for level of licensure to meet the varied needs of the teachers at each level.

LEVEL I LICENSE PDP GUIDELINES:

The Level I license PDP process should have a structured focus on feedback and support regarding the teacher's performance on the nine teacher competencies during the first three years of the teacher's career. This focus should include the active involvement of a mentor teacher in the PDP process.

The Level I License PDP goals should focus on the teacher's efforts during the third year to develop a Professional Development Dossier (PDD) for advancement toward a Level II license.

LEVEL II LICENSE PDP GUIDELINES:

The Level II license PDP process may have multi-year objectives and have an option for a collaborative PDP with a colleague.

The Level II license PDP process may also address, after three years of experience as a Level II licensed teacher, the teacher's efforts to develop a Professional Development Dossier (PDD) for advancement to a Level III license.

LEVEL III LICENSE PDP GUIDELINES:

The Level III License PDP Process should empower the teacher's self-directed development of the PDP, allow for multi-year objectives, and have an option for a collaborative PDP with a colleague.

Evaluation Procedures

The principal may complete a summative evaluation and hold a conference with the teacher at any time during the school year.

A summative evaluation of a teacher must be carried out by a licensed administrator.

The summative evaluation shall address how well the professional development plan was carried out and the measurable objectives achieved including a description of student achievement and learning growth.

Evaluation of Level I Teachers:

Evaluations will be completed annually, and will include:

1. Reflection on Annual Professional Development Plan (PDP) progress toward accomplishing PDP goals and objectives;
2. Documentation of annual observation of classroom practice;
3. Completion of the NM Teacher Performance Summative Evaluation based on Level I Competencies/Indicators.

Progressive Documentation and Evaluation of Level II and III Teachers:

Progressive documentation of a teacher's performance and professional development plan is a continuous process by which data are collected and analyzed annually to improve teacher quality. Progressive documentation is a process of ongoing formative evaluation over a three-year period. It includes a running record of authentic information about a teacher's performance in the areas of instruction (Strand A), student learning (Strand B), and professional learning (Strand C).

Progressive documentation includes:

1. Reflection on Annual Professional Development Plan (PDP) progress toward accomplishing PDP goals and objectives;
2. Documentation of annual observation of classroom practice;
3. Other formative performance data;

Unless the principal determines that teacher performance indicates a need for more frequent evaluation, a Summative Performance Evaluation will be completed for Level II and III teachers yearly.

PED Regulations regarding Demonstration of Essential Competencies at Level II or Level III:

If a level II or level III-A teacher does not demonstrate essential competencies for a given school year, the school district shall provide the teacher with professional development and peer intervention, including mentoring, for a period the school

principal deems necessary. If by the end of that school year the teacher still fails to demonstrate essential competencies, a district may choose not to contract with that teacher. [PED Regulation 6.69.4.10.E]

If a level III-A teacher does not demonstrate essential competencies at level III-A for a given school year, the school district shall provide the teacher with professional development and peer intervention, including mentoring, for a period the school principal deems necessary. If by the end of the following school year the teacher still fails to demonstrate essential level III-A competencies, the superintendent may recommend to the state superintendent of public instruction that the teacher's level III-A license be suspended until such time as the teacher demonstrates the essential competencies at level III-A. Depending on the outcome of any due process proceeding under the Uniform Licensing Act, Sections 61-1-1 through 61-1-31, NMSA 1978, and if the superintendent verifies that the teacher meets the standards for a level II license, the teacher may be issued a level II license during the period of level III-A licensure suspension. A suspended level III-A license may be reinstated by the state superintendent of public instruction either upon verification by a local superintendent that the teacher now demonstrates the essential competencies at level III-A or through the process described in 6.69.4.11 NMAC. [PED Regulation 6.69.4.10.F]

Summative Evaluation Conference:

The principal shall conference with the teacher to discuss the results of observations and to review the Summative Evaluation. This conference may be combined with the meeting with the teacher to review the Reflection on Annual Professional Development Plan. A PDP for the next school year may also be initiated in this conference.

The teacher will sign the summative evaluation to indicate that he/she has received a copy of the evaluation. If the teacher refuses to sign for acceptance of the evaluation, a third party will witness that the teacher received a copy of the evaluation and will sign the evaluation as a witness to its delivery. The teacher may provide a written response to summative evaluation within five (5) working days. The teacher's written response will be attached to the summative evaluation in the teacher's personnel file.

The summative evaluation conference shall be a confidential conference between the teacher and the principal unless the parties mutually agree to allow other individuals to attend the conference.

Timeline for Assessment

Before recommendations for yearly contract renewals will be accepted by the superintendent, signed copies of required written documentation are due in the office of the Assistant Superintendent for Personnel:

ADOPTED: 11-16-04

AMENDED:

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- Professional Development Plan (PDP)
- Reflection of the PDP
- Hobbs Municipal Schools Teacher Observation/Evaluation Form
- Summative Evaluation

Employees hired after the 40th day of the school year are required to have a PDP within 40 days of first date of employment.

Employees hired before April 1st must have a summative evaluation completed.

A signed copy of the PDP, Reflection of the PDP, HMS Teacher Observation/Evaluation and Summative Evaluation will be placed in the certified school employee's personnel file.

Professional Growth Plan

A Professional Growth Plan (PGP) may be initiated whenever the teacher's principal has reason to believe that the teacher's performance may not meet the competency standard for the level of licensure.

A Professional Growth Plan shall be initiated when a teacher receives a "1" rating of "does not meet competency" on the NM Teacher Performance Summative Evaluation.

The teacher's principal may initiate a summative evaluation and a PGP at any time during the year when the principal has reason to believe the teacher's performance may not meet the competency standards for the level of licensure. The PGP is developed collaboratively by the supervisor and the employee. It is the supervisor's responsibility to monitor the implementation of the PGP and to ensure that help is provided to the employee. It is the employee's responsibility to implement the PGP and to meet the goals of the plan.

The teacher's principal will identify the competency areas where the teacher does not meet competency on a summative evaluation. The teacher will have an opportunity for input into the development of the PGP and will be provided with direction and assistance by teacher's principal. A PGP must be written and implemented within ten (10) working days of a Summative Evaluation with a "1" rating. When the teacher is placed on a PGP, the principal will make a good faith effort appropriate to the circumstances to suggest improvement action and to give the teacher a reasonable amount of time to make the improvements before evaluating the teacher's performance. The expected completion date for the PGP will be stated on the plan. The expected completion date can not be later than April 1st of the school year. A copy of the PGP will be filed in the employee's personnel file in the District Human Resources Office.

Should a teacher on a growth plan transfer to another position in the District, the growth plan will follow the teacher to the new position. The teacher shall continue to implement the PGP and is expected to meet the goals of the plan.

Conferences:

Three or more conferences shall have been held with the employee on a PGP before a notice of intent to non-renew or to discharge is served upon him/her by the local school board. Such conferences shall be held with the teacher's principal and any other resource person(s) as the PGP may designate. The conference during which the principal first makes a rating of "does not meet competency" on the summative evaluation shall be counted as one of the required conferences. Sufficient time shall have elapsed between the conferences to allow the teacher to correct the "does not meet competency" and to have been observed for an adequate time in the performance of his or her duties.

The teacher will be asked to sign the PGP to indicate that he/she has received a copy of the plan. If the teacher refuses to sign for acceptance of the PGP, a third party will be asked to witness that the teacher received a copy of the PGP and will also sign the PGP as a witness. The teacher may provide a written response to the PGP for the teacher's personnel file within five (5) working days.

The PGP conference shall be a confidential conference between the teacher and principal unless the parties mutually agree to allow other individuals to attend the conference.

A copy of the PGP shall be kept at the school site, given to the teacher, and a copy shall be placed in the teacher's personnel file at the district central office. The teacher may submit a written rebuttal within ten (10) working days after the conference in which competencies are identified as "does not meet competency".

Record:

A written record of all conferences shall be made to document progress in the areas specified on the PGP, all action(s) suggested for improvement, and all improvements made. All parties to the conference shall sign each written record. The teacher will be asked to sign each written record to indicate that the teacher has received a copy of the written record. The teacher's signature will not necessarily indicate that the teacher is in agreement with the written record. In the event of a refusal to sign, a notation shall be made of the refusal. A copy of each record shall be kept at the school site, given to the teacher, and a copy shall be placed in the teacher's personnel file.

Steps for Development of the PGP:

- a. The principal shall identify on the PGP the competencies/indicators with a “1” rating of “does not meet competency” on the Summary Evaluation and will provide a rationale or describe the reason for the rating.
- b. The PGP plan will include the key actions to be taken to correct the deficiency, the person(s) responsible for the actions, resources, timelines, measures to assure desired results have been met and observable target or desired results.
- c. The principal will meet with the teacher to develop and implement the PGP within ten (10) days after the summative evaluation.
- d. On or before April 1st, the principal will complete a 2nd evaluation to document the teacher’s progress on the PGP and make a recommendation for renewal of the teacher’s contract.

UNSATISFACTORY WORK PERFORMANCE OF
LICENSED SCHOOL PERSONNEL

- A. Authority. This policy is promulgated pursuant to Section 22-1CA-30 NMSA 1978, and 6.69.2 NMAC.
- B. Purpose. This policy is promulgated to establish procedures for supervising and correcting “unsatisfactory work performance” of licensed school personnel upon them, and further to distinguish between the terms “unsatisfactory work performance” and “insubordination.”
- C. Definitions. As used in this policy the following words, terms and phrases shall have the meaning set forth in this paragraph.
1. “Administrative authority” means the Superintendent, principal or a person acting under the authority of such Superintendent or principal.
 2. “Insubordination” means actual or implied willful refusal to follow written policies, regulations, rules, or procedures established by the New Mexico Public Education Department, the local School Board, or administrative authorities, or the lawful written or oral orders, requests or instructions of administrative authorities.
 3. “Uncorrected unsatisfactory work performance” means unsatisfactory work performance which the licensed school personnel has failed to correct pursuant to the provisions in 6.69.2 NMAC provided; however, that if unsatisfactory work performance is uncorrectable through the evaluation and supervision process, as determined by the local school board policy, the provisions in 6.69.2 NMAC shall not apply.
 4. “Unsatisfactory work performance” means the failure by licensed school personnel to satisfactorily perform those tasks which are evaluated by the employee’s supervisors, pursuant to the school District’s approved plan(s) for evaluation and supervision of its licensed employees. Furthermore, for the purpose of this policy and 6.69.2 NMAC, unsatisfactory work performance does not include insubordination or conduct deemed to be outside the normal scope of duties of licensed school personnel.

Legal Reference: NMSA 1978, §22-10A-30 and 6.69.2 NMAC

D. Uncorrected Unsatisfactory Work Performance

1. Uncorrected unsatisfactory work performance is good cause for discharging licensed school personnel, so long as procedures established in Paragraph D.2., herein are followed.
2. Provisions Governing Procedures. The following procedures shall be followed by the Superintendent or governing authorities of state agencies in supervising and correcting unsatisfactory work performance of licensed school personnel before serving them with notice of intent to discharge pursuant to Section 22-10A-27, NMSA 2003.

- a. Conferences. Two or more conferences shall have been held with licensed school personnel charged with unsatisfactory work performance by the Superintendent or governing authorities of state agencies before notice of intent to discharge is served upon him/her. Such conferences shall be held with the individual's immediate supervisor and such other persons as the Superintendent may designate.

For purposes of this regulation, the conference at which the supervisor first identifies unsatisfactory work performance shall be counted as one of the required conferences. Sufficient time shall have elapsed between the conferences to allow the licensed school personnel to correct the unsatisfactory work performance and to have been observed for an adequate time in the discharge of his or her duties.

- b. Record. A written record of all conferences shall be made, specifying the areas of uncorrected unsatisfactory work performance, all action suggested by the school which might improve such performance, and all improvements made. Each written record shall be signed by all parties to the conference. In the event of a refusal to sign, a notation shall be made of the refusal.

A copy of each record shall be given to the person charged with unsatisfactory work performance. The Superintendent shall retain a copy of the record to be introduced at any hearing for the person charged with unsatisfactory work performance.

SUSPENSION OF LICENSED STAFF MEMBER

The District recognizes the legal rights of employees and assures them the protection of due process of law. To guarantee such rights, the following procedures will be followed in each case of suspension of an employee:

Suspension of an employee will be ordered by the Superintendent for misconduct, resistant non-performance of duty, incompetency, immorality, inefficiency, or "for other good and sufficient causes." An employee may be suspended with pay or placed on administrative leave from duty pending the outcome of a hearing or investigation of charges. The act of suspension with pay or administrative leave doesn't affect an employee's contract or property rights and thus requires no due process unless further action to terminate or discharge is initiated following investigation. The Superintendent shall determine the condition for the employee's return to service following suspension with pay.

TRANSFER OF LICENSED STAFF

Licensed staff shall be assigned by the Superintendent or designee. The Assistant Superintendent for Personnel may recommend the transfer in view of student/teacher ratio, licensed staff request, student enrollment, improvement of the education program, reduction of staff as it relates to length of service and area(s) of endorsement with consultation with the building principal. The primary consideration of transfer requests will be the overall welfare of the students in the system.

A. Voluntary

Any licensed staff may request, in writing, to transfer to another school or grade level. The written request must be submitted by April 1, to the Assistant Superintendent for Personnel and to the building principal. The licensed school instructor will be notified by the Assistant Superintendent for Personnel in writing on the status of the request.

B. Involuntary.

The licensed staff may be involuntarily transferred from their present assignment to another building, another subject, or another grade level within the employee's licensing or qualifications. In-building assignments will be at the discretion of the principal.

The teaching staff of the District should be taken into account when a reduction in force is being considered. If there is any position available in the District for which a licensed school instructor is qualified, the licensed school instructor may be transferred or reassigned to a different school or location or to another assignment in a different area of instruction for which the licensed school instructor is endorsed and where a vacancy exists.

The licensed school instructor shall receive written notification of the transfer from the building principal and/or Assistant Superintendent for Personnel.

RE-EMPLOYMENT AND TERMINATION OF LICENSED SCHOOL INSTRUCTORS

Scope of Purpose

This policy is intended to cover decisions by the Superintendent to re-employ, reduce in force, or terminate licensed school instructors. The purpose is to ensure that any decisions to re-employ, terminate, reduce in force, or discharge comply with Section 22-10A-22, 22-10A-23, 22-10A-24, and 22-10A-27 NMSA, 1978.

Statement of Policy

The Superintendent will exercise ~~its~~ his / her discretion in deciding questions affecting programs, positions, and individual employees, and will make good faith judgments based upon factors outlined below which will best serve the district's educational needs. The District is committed to providing its students with excellent educational programs with the best professional staff, and will strive continually to improve the quality of education the District delivers. It is in the best interest of the School District to hire and retain the best qualified, licensed school instructors, and the District recognizes that to do so, licensed school instructors must be treated professionally and fairly.

RE-EMPLOYMENT

On or before the fourteenth (14th) calendar day prior to the last day of the school year of the existing employment contract, the Hobbs Municipal Schools shall serve written notice of re-employment or termination on each certified school instructor employed by the District according to 6.67.2 NMAC. A notice of termination shall be a notice of intention not to re-employ for the ensuing school year. A notice of re-employment shall be an offer of employment for the ensuing school year. Failure of the Hobbs Municipal Schools to serve a written notice of re-employment or termination on a certified school instructor by the last day of each school year shall be construed to mean that notice of re-employment has been served upon the person for the ensuing school year according to the terms of the existing employment contract, but subject to any additional compensation allowed other † certified school instructors of like qualifications and experience employed by the School District. It is the responsibility of the certified school instructor to deliver a written acceptance or rejection of re-employment for the ensuing school year within fifteen (15) calendar days to the administrative staff. (Section 22-10A-22, NMSA 1978)

Following submission of a written acceptance of re-employment, the certified school instructor shall provide at least thirty (30) days' notice of intent to resign, prior to leaving service in the District. Failure to do so shall entitle the District to seek the sanction of legal suspension or revocation stated in the state-approved licensed instructor contract form.

A certified school instructor may re-apply for employment if the separation was of a voluntary nature. Sick leave would be re-accumulated if re-employment is within a fifteen (15) month period.

TERMINATION (NON-RENEWAL) OF CERTIFIED
SCHOOL INSTRUCTORS

Decisions of the Superintendent terminating the employment of certified school instructors at the expiration of annual contracts shall be made provided by the Certified School Personnel Act according to an affected instructor's length of service.

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.

Appeal of termination (non-renewal) of certified school instructors shall be made pursuant to state and federal statutes, regulations and constitutional constraints.

REDUCTION – IN- FORCE (R.I.F.)

I. AUTHORITY

Pursuant to NMSA 1978, §22-5-14 (2003), the Superintendent has the authority to discharge licensed school personnel during the term of their contracts or to terminate licensed school instructors and non-licensed school employees with rights created by NMSA 1978, Section 22-10-A-24(C) (hereafter “tenured employees”), after notice and a hearing when a reduction in such personnel is required as a result of circumstances justifying a reduction in force as specified herein. Reduction-in-force (R.I.F.) is “just cause” for discharge of certified school personnel and terminations of tenured employees, when established pursuant to this policy. This policy is adopted as the procedure by which reductions in personnel who are covered by the policy may be accomplished, within the context of the District’s general personnel policies.

II. BOARD DISCRETION

The Board is vested with the discretion to develop educational policies for the District, so long as the state educational standards and statutorily-required standards are met. The Superintendent, in carrying out the educational policies of the Board and administering and supervising the District, shall exercise his or her discretion in accordance with this policy in determining when decreased enrollment, financial exigency or other causes justify a reduction in personnel.

III. GROUND JUSTIFYING REDUCTION IN FORCE

Situations that justify a R.I.F. shall include, but are not limited to, the following:

- A. decrease in student enrollment or reduced student demand for or participation in programs or activities;
- 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 or significantly increasing costs of operation;

- 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 Secretary of Education;
- G. legislative mandates;
- H. unanticipated financial or programmatic exigencies identified by the Superintendent which warrants initiation of a R.I.F. process.

IV. GOOD FAITH DETERMINATION

The Superintendent shall exercise 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 certified personnel without good or just cause or for impermissible reasons.

V. TIMING OF REDUCTION IN FORCE

A R.I.F. may occur at any time during the calendar year when the Superintendent, in his or 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, and 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 re-employment of any employees who were released on the basis of such projections.

VI. DETERMINATION OF NEED FOR REDUCTION IN FORCE

Except as required by legislative mandate or orders of the State Secretary of Education and to the extent that circumstances permit, the Superintendent, with the assistance of the administrative staff, shall report to the Board any circumstances which may ultimately require a R.I.F., in order that notice be given to licensed personnel of the possibility of a R.I.F., and so that consideration be given to means by which a R.I.F. may be avoided.

A. Preparation of R.I.F. Plan

When the Superintendent concludes that a R.I.F. is necessary, a plan for R.I.F. shall be developed for presentation to the Board. The R.I.F. plan shall not identify individuals to be discharged or terminated, but rather shall focus upon the total educational program of the District and how it may be modified to reduce costs, programs and personnel while still providing the educational program required of school districts and the particular educational needs of the District. Where circumstances warrant, a R.I.F. plan may address particular programs, departments, school sites, content areas or activities if the causes for the R.I.F. predominately impact that aspect of the educational program. Such impact shall be described in the R.I.F. plan. The R.I.F. plan shall include, but need not be limited to, the following:

1. a detailed description of the cause or causes requiring a R.I.F.;
2. a description of all adjustments already made by the Administration an attempt to avoid a R.I.F., if any (e.g. reduction by attrition, cuts in non-certified staff, abolition of non-essential services or activities such as extra-curricular programs, etc.)
3. a destination of the part or parts of the total educational program or particular program or activity in which the R.I.F. is proposed and the number of positions proposed to be reduced in each program or activity;
4. a designation of non-essential services or activities which are to be retained, with a justification for retaining such programs; and
5. a discussion of alternatives (if any) considered by the Superintendent with an explanation as to why such alternatives were rejected.

The Superintendent shall include in the R.I.F. plan a listing of all extra curricular, co-curricular and athletic programs or activities which may be considered for rating points in the proposed R.I.F. rating sheet and proposed weight to be given each category of such programs or activities for discussion at the public meeting at which the R.I.F. plan is considered.

B. Board Considerations

The Board shall consider the recommendations of the Superintendent for the adoption of the R.I.F. plan at a duly-called board meeting, the public notice of which announces that a R.I.R. will be considered. The discussion and action on the plan shall be in open session; however, nothing herein shall restrict the Board from holding portions of those discussions in closed session, if such discussion would be proper under the New Mexico Open Meetings Act. The Board may allow such review, consultation, and comment by employees and members of the public, as the Board, in its discretion, deems appropriate. The Board may propose modifications to the plan recommended by the Superintendent as it deems appropriate, provided that the Superintendent shall be the final decision maker on the content and scope of the plan after giving due consideration to the Board's proposal.

Any final plan for a R.I.F. shall be made available to all staff, by providing copies thereof in the office of each building principal and at the Superintendent's office, within two (2) work days after the final plan has been approved by the Superintendent.

C. Adopted Plan

If a R.I.F. plan is adopted, the Board shall not be required to deplete its operational cash balances maintained or carried over as permitted by NMSA 1978 §22-8-41C and Section 71, Laws 2003, Ch. 153 in order to avoid the R.I.F., if the Board, in its discretion, determines that the cash balance must be maintained at a level to be determined by the Board, in order to cover other permitted expenditures or as a contingency for unforeseen expenditures.

Based upon the R.I.F. plan approved by the Board, the Administration shall perform a study of the School District's personnel to determine which person or persons must be wholly or partially terminated or discharged in order to implement the plan. The primary concern to be applied in making the R.I.F. selections shall be the Board's interest in maintaining a sound and balanced educational program which is accredited and meets state and federal or regulatory requirements or standards, as well as the educational and extra-curricular program established for the District. In performing the study called for above, the School Administration shall prepare a rating sheet and apply a point scale using the criteria applicable to the affected personnel specified in the following section.

VII. CRITERIA FOR SELECTION OF EMPLOYEES

A. Certified Personnel

1. Licensing as Qualification/Substandard Licenses

Substandard licensure is inferior to full licensure, and a person who is fully licensed to teach within the presently assigned content area shall be retained in preference to a person holding a substandard license.

- a) A person holding a “teaching waiver” of licensure requirements approved by the Public Education Department (per NMSA 1978 §22-10A-14B) shall be treated as having substandard licensure for the purpose of this policy, and shall receive zero (0) points for licensure.
- b) A licensed person working in the affected content area pursuant to an “assignment waiver” (per NMSA 1978 §22-10A-14C), but possessing full licensing in another content area not affected by the R.I.F. shall be allocated five (5) points on the rating sheet.
- c) A person who is fully licensed and teaching in the affected content area shall be allocated ten (10) points.

2. Endorsements

Licensed personnel possessing teaching endorsements recognized by the Public Education Department beyond those requested or required as qualifications for the individual’s current assignment or content area shall receive an additional two (2) points per current valid endorsement, up to a maximum of six (6) points.

3. Extra-curricular Licensing / Experience / Assignment

Licensing, experience and current assignment in the extra-curricular or co-curricular activities which are to be retained as an integral part of the District’s overall program for its students may be considered as a qualification requirement, in addition to licensure status, in making selection of personnel to be released under this

policy. Head coaches or trainers possessing current licensing as a coach or trainer who are also certified employees of the District may be allocated a maximum of ten (10) points for all current assignments. Licensed assistant coaches who are also certified employees of the District may be allocated a maximum of five (5) points for all current coaching assignments.

The Board shall also possess the discretion to grant up to, but no more than, five (5) points for current extra-curricular or co-curricular assignments, requiring specialized knowledge, training, expertise, or significant time commitment, but for which licensing is not available, in programs or activities which the Board has determined to retain as an integral part of its overall program.

No employee may receive in excess of ten (10) points on the rating sheet for extra-curricular, athletic or co-curricular assignments. The Administration shall include in the proposed R.I.F. Plan a listing of all extra-curricular, athletic and co-curricular programs or activities which may be considered for rating points in the proposed R.I.F. rating sheet and the proposed weight to be given to each category of such programs or activities for discussion at the Board meeting at which the R.I.F. Plan is considered.

4. Service in District

Where cumulative scores on the rating sheet are equal between two or more licensed school instructors being considered for termination or discharge, tenured licensed school instructors shall be retained in preference to licensed school instructors who have been employed by the District for less than three (3) consecutive school years of service.

- a) Each licensed individual considered for termination or discharge shall be awarded one (1) point for each year of full-time service during the most recent period of uninterrupted service with the District, prior to the current year, excluding approved extended leave of absence, up to a maximum of twenty (20) points.

5. Education

The amount of credit for education shall be determined based on degree and additional hours:

(1)	B.A.	1 point
(2)	B.A. + 15	2 points
(3)	B.A. + 45 or M.A.	4 points
(4)	M.A. + 15	6 points
(5)	M.A. + 45 and higher	8 points
(6)	Ed.D. and Ph.D.	10 points

6. Performance [Optional – the School Superintendent shall determine whether this criterion shall be used at the time the R.I.F. Plan is approved.]

The current supervisor of each licensed school instructor considered for termination or each licensed person considered for discharge shall rate the relative performance of each such person on a rating form to be prepared by the Superintendent, or under his/her direction. Such rating form may be based on the District's standard evaluation form(s) rating teacher competencies but may include additional competencies identified by the Superintendent which reflect his or her judgment as to the attributes necessary for success in the particular program(s) affected by a R.I.F. The rating form shall include not more than a total of ten standard and specific competency areas, shall specify the score for each performance category or attribute, and shall allow for a maximum score of twenty (20) points. The supervisor(s) may consult with the Superintendent concerning the implementation of the evaluation. The supervisor(s) shall complete the rating forms and return them to the Superintendent within the time specified for completion of the evaluations.

If different individuals considered for a R.I.F. have different supervisors, the supervisors may consult with each other and/or with the Superintendent to insure that the rating system is applied uniformly. There shall be no requirement of observation of performance by a supervisor specifically for the purpose of completing the rating form; however, each supervisor shall review prior evaluations of the individuals considered for a R.I.F. for a period of the three (3) years immediately prior to the R.I.F., if

available. Where a supervisor lacks familiarity with an individual's performance (e.g., a new supervisor), the Superintendent may assign the evaluation to a present or past District administrator or supervisor who has greater familiarity with the individual's performance. The Superintendent may devise such other measures as he or she sees fit to deal with situations where implementation of the performance rating cannot occur in the normal manner, so long as such measures are rationally designed to award points to licensed personnel based on the employee's performance.

B. Selection Based on Scores

The Superintendent shall total the points allocated based on the criteria specified above. The person with the lowest score shall be the person who is released by termination or discharge unless such action would have a serious and detrimental effect on the total educational program. In such event, the Superintendent may select a higher scoring person for termination or discharge but shall prepare a written justification for such action in the best interests of the District, along with the rating sheets for such positions. The computations of the Superintendent, plus the rating forms on the persons considered for release, shall be available for review by the person released.

C. Transfers / Reassignment

If, as a result of the application of the selection criteria, a person is selected to be released from the affected program, but such person ("the affected person") is also licensed and qualified for another program(s) within the District, the person shall be considered for transfer or reassignment to such program(s). The fact that there are one or more other licensed employees within the program affected by the R.I.F. who scored higher than the affected person, and that such person(s) may be licensed and qualified to teach or administer in other programs in the District, shall not require that the higher scoring persons be transferred or reassigned to the other program or programs, even if there is a vacancy in the other program or programs. The transfer/reassignment obligation shall not arise until after the selection of the person or persons to be released from program affected by the R.I.F. and shall only apply to the person or persons selected for release. Consideration of transfer or reassignment of the affected person shall be governed by the following criteria:

1. Existing Vacancy. If, upon the effective date of the termination or discharge due to an R.I.F., there is an existing vacancy in another program for which the affected person is licensed and qualified, he or she shall be transferred or reassigned to that vacant position. There shall be no obligation to create a vacancy to accommodate such person.

2. No Existing Vacancy. Where the affected person is licensed and qualified for another program or programs in the District, but all such positions are currently filled, the selection criteria described above, subject to the modifications described below, shall be applied to determine whether the affected person will be transferred or reassigned to another program and another person, currently employed in the other program, shall be released.
 - a) If the person is fully licensed for a position in another program or an administrative position but has not actually taught in such program or held such an administrative position during any part of the preceding five (5) school years, such person shall not be considered qualified for transfer or reassignment to the other position.

 - b) If neither the Superintendent nor the current supervisor of the program has observed the person being considered for transfer or reassignment performing the duties of the other program, it is impossible for the relative performance of the person being considered for transfer or reassignment and the person or persons currently teaching or administering in the program to be rated based on direct observation. Under such circumstances, the Superintendent or his/her designee shall make a judgment as to the likely performance of the person being considered for transfer or reassignment and assign the performance score which will be used in the selection process in comparison to the person or persons currently employed in the other program. The Superintendent or designee shall consider the affected person's performance in other programs and his/her knowledge of all persons in the program in question in making the judgment, and may consult with other knowledgeable persons in making this determination.

Each licensed instructor or administrator discharged and each tenured teacher terminated pursuant to this policy shall be entitled to the procedural rights provided under the applicable statutes and regulations of the State Secretary of Education governing discharge of licensed school personnel or the termination of tenured teachers. The written decision of the Superintendent, to the extent required by statute and regulation, shall clearly specify that the termination or discharge resulted from a R.I.F. and not from any cause personal to the person released.

D. Non-Licensed Personnel

Seniority shall be the primary criterion in determining which non-certified personnel shall be recommended for complete or partial termination in order to implement the Plan. More senior non-certified personnel ordinarily shall be retained in preference to less senior non-certified personnel within the same job category. However, where multiple positions and programs are affected by the R.I.F., the School Administration may prepare a rating sheet which includes the following criteria in making the selection:

1. Specialized Qualifications/Licenses

Specialized training/certification or licensing directly related to the current job duties of the non-certified employee (e.g. electrician's license held by maintenance employee) may be allocated up to but no more than five (5) points. This factor excludes credit for extra-curricular licensing referred to in the next section.

2. Extra Curricular Licensing/Assignments/Experience

Licensing/training in extra-curricular activities, such as coaching or trainer in athletic programs, which are to be retained as an integral part of the district's overall program for its students, may be considered as a qualification requirement in making selection of personnel to be released under this policy. Head coaches and trainers who possess current licensing as a coach or trainer may be allocated up to but no more than ten (10) points for all current assignments. Licensed assistant coaches, or service in current

extra-curricular assignments requiring specialized knowledge, training expertise, or significant time commitment, may be allocated up to but no more than five (5) points for all current assignments.

3. Service in District

Each non-certified employee rated shall be awarded one (1) point for each complete school year of full-time service during the most recent period of uninterrupted service with the District, up to a maximum of twenty (20) points. Periods of extended leave of absence without pay shall not be included. Where cumulative scores are equal, tenured non-certified individuals (those who have completed three full consecutive years of service in the District) shall be retained over non-tenured non-certified individuals.

4. Performance [Optional – To be used only if directed by School Superintendent]

If two or more individuals have equal ratings on the above criteria, the current supervisor of each person classified as support staff who is considered for termination shall rate the relative performance of such person on a rating form to be prepared by the Superintendent. Such rating form will be designed based on the District's performance evaluation form for non-certified employees. The rating form will allow for a maximum score of twenty (20) points. The forms will be returned to the Superintendent for tabulation.

5. Selection Based on Scores

The Superintendent shall total the points for service and performance. The person with the lowest score shall be the person who is released. The computations of the Superintendent, plus the rating forms on the persons considered for release, shall be available for review by the person released.

6. Transfer / Reassignments

If, as a result of the application of the selection criteria, a person is selected to be released from the affected program, but such person

is tenured and qualified for another program within the District in which a vacancy exists, that person shall be considered for transfer/reassignment to the other program.

7. Termination

Each non-certified employee terminated pursuant to this policy shall be entitled to the procedural rights provided under the applicable New Mexico statutes and regulations governing the termination of non-certified personnel. The written decision of the Board, to the extent required by statute and regulation, shall clearly specify that the termination resulted from a R.I.F. and not from any cause personal to the person released.

E. Appeal

Appeals to an independent arbitrator from termination or discharge pursuant to this policy are governed by the provisions of NMSA 1978, §22-10A-25, NMSA 1978 §22-10A-28, respectively and any applicable regulations of the State Secretary of Education.

F. Recall of Released Staff

For a period of one (1) year after the effective date of the discharge or termination of any employee pursuant to this policy, the Superintendent shall offer to such person any position(s) which becomes available for which such person is licensed and qualified, provided that such person has complied with the requirements specified below.

1. Every person discharged or terminated under this policy who wishes to be considered for recall, in the event that an opening occurs, must file with the Superintendent, within thirty (30) days after the effective date of the discharge or termination, a written statement indicating a desire to be considered for recall and providing an address at which the person may be contacted. Such person must notify the Superintendent of any change in address within ten (10) days after changing residence in order to insure proper notification in the event of a recall.

2. In the event that more than one interested person who was discharged or terminated within the calendar year prior to recall is qualified for the position by experience, training, and/or licensure to which a person will be recalled, the selection criteria of this policy will be applied to determine which person is to be recalled. The points accrued for "Service in District" and "Performance" shall be the same as when the persons were discharged or terminated, but additional points for any additional education earned after the discharge or termination which is directly related to the District's educational program shall be credited and considered.
3. Any person selected for recall hereunder shall receive written notification of the recall, by certified mail, at the address provided. The recalled person must accept the position offered through recall in writing. Such acceptance must be received in the Superintendent's office within fifteen (15) calendar days after mailing of the recall notice to the person. Rejection of the offer, in writing or by failure to timely respond, shall result in forfeiture by the recalled person of any further recall rights under this policy. Thereafter, an offer of recall will be made to the next person qualified to be recalled, or if there is none, the position will be filled by another applicant.
4. Any person recalled pursuant to this policy shall have all accrued but unused sick leave restored and be given credit for all years of actual service in the District for salary purposes.
5. After the one-year recall period has expired, any person discharged or terminated under this policy shall no longer have any right to be recalled. Such persons who wish to be employed thereafter shall file applications for employment and will be treated as would any other applicant for a vacant position.

In the event legislation is passed which requires the Superintendent to reduce licensed school personnel, for any reason, the Superintendent shall follow the legislative procedures, if any, in lieu of this policy.

In the event State Secretary of Education orders are entered which have the effect of revising the District's boundaries to exclude school facilities previously operated by the District, reducing the District's enrollment, or reassigning licensed school personnel to

another District, or other state board orders resulting from exercise of its legislative powers, then the procedures described in the State Secretary's order for transfer of school facilities, students, and personnel shall be followed in lieu of this policy. Unless a different procedure is mandated by law, the termination or discharge of school employees in compliance with a state secretary order shall be governed by NMSA 1978, Statutes 22-10A-24, 22-10A-25, 22-10A-27, and 22-10A-28, if applicable.

WORK LOAD

All certified employees will assume a work load and duty day commensurate with the position assignment and as designated by the Superintendent and site administrator(s).

EXTRA DUTY

Principals will inform teachers of after-school-hours activities which they are expected to attend and/or perform.

Teachers desiring consideration for additional assignments will make the request in writing to the Assistant Superintendent for Personnel.

NON-SCHOOL EMPLOYMENT

A teacher contracting for or performing any other employment which will result in absence from duty required under the school contract may have his or her contract cancelled after a hearing as provided by law and a written complaint filed with the New Mexico Public Education Department.

This shall not prevent a teacher from holding an office not incompatible to the teaching profession or performing any activity allowed a qualified elector as provided by the New Mexico Constitution.

Consulting

The employee will not accept a position as a consultant which presents a conflict of interest, or which, interferes with contractual job duties or responsibilities or affects their job performance.

Tutoring for Pay

There will be no tutoring of students for pay during the school day. Private tutoring of one's own students for pay will not occur at any time during the regular school year. Such tutoring will be considered as both violation of Board policy and professional ethics and may lead to termination of contract after a hearing as provided by law.

LICENSED INSTRUCTOR LEAVES AND ABSENCES

Policy authorizes the following types of leave for the licensed staff: (i) leave of absence; (ii) instruction leave; and (iii) professional association leave.

Leave of Absence

After a teacher has received the fourth Hobbs Schools' contract, it is possible to request a "Board of Education Approved Leave of Absence" for the following reasons: (i) further academic study; (ii) pregnancy; and (iii) extended illness. The length of time will be for one year, unless absence begins at mid-term, then the leave may be extended through the following full school term. Any leave will be without pay and re-employment will be contingent upon a vacancy.

Upon returning to the Hobbs Municipal Schools, the sick leave and vacation status of the individual will remain the same as it was at the time the leave was granted.

When a licensed staff member is on leave to attend school, an additional year's experience will be granted on the salary schedule upon successful completion of courses evidenced by an official transcript and approved by the Assistant Superintendent for Personnel.

The procedure for making the request is as follows:

Written request by the licensed staff member to the Assistant Superintendent for Personnel through the principal. Recommendation by the Assistant Superintendent for Personnel to Superintendent will be on the basis of:

Services rendered to the school system by the licensed staff member.

Reports submitted by the principal attesting to the efficiency of the licensed staff member and how deserving he/she is of consideration, with his/her endorsement.

Years in the School System.

School Business / Instruction Leave

Instruction leave is available for those representing the Hobbs Municipal Schools in a particular instruction area.

Instruction leave shall be subject to approval by the principal and Superintendent or the designated representative.

Instruction leave involving out-of-state travel shall be submitted at least thirty (30) days prior to effective date of request.

After instruction leave is approved, the licensed staff member is entitled to the benefits of travel and per diem reimbursement as provided by policy.

Absence due to approved school business assignments will not be subject to salary deduction.

Professional Association Leave

1. Professional Leaves

Officers and elected delegates of NEA-Hobbs and Hobbs Association of Classroom Teachers (HACT) may request professional association leave. Leave shall be granted without salary deduction for a total of now more than twenty (20) school days per year per organization. An individual officer or delegate may request no more than nine (9) days of professional leave per year.

Members of other professional associations may also request professional leave. The total number of days shall be evaluated by the Superintendent.

Professional association leave shall be subject to approval by the principal and Superintendent or the designated representative.

Staff members elected or appointed by the District or state association to represent the profession of the state shall be eligible for a maximum of eight (8) days professional leave per year.

Special consideration on an individual basis shall be given to those elected or appointed to a national office.

Requests for professional leave over and above set limits shall be evaluated by the Superintendent as to their benefit to the school system.

The District will pay the substitute up to and including the number of days permitted. Any days used over and above the total specified will be at the expense of the staff member on a "cost of sub" basis according to the number of days contained on his/her contract.

A staff member approved for professional leave shall not receive reimbursement of travel and per diem expenses.

Professional leave days shall not accumulate from year to year.

2. Appointments by New Mexico Public Education Department shall be subject to approval by the Superintendent.

Educational Leave

An employee is entitled to one (1) day of leave for the purpose of taking oral/written examinations as required to fulfill the requirements of the employee's Masters or Doctorate degree program where the exam and course work are directly related to improvement of an employee's current job performance or teaching proficiency. Requests for such leave must have the prior approval of the Superintendent or his/her designee. One additional day may be approved at the discretion of the Superintendent.

ARRANGEMENT FOR SUBSTITUTE

When it is necessary to be absent, it is the teacher's responsibility to notify the principal at the earliest opportunity to indicate the probable duration of the absence. Selection of the substitute will be made by the principal or designee from an approved list when the absence is reported after 7:00 a.m. on the reported day of absence. If the absence is reported before 7:00 a.m., the automated sub-caller will fill the vacancy.

HOLIDAYS

The licensed instructor is entitled to all school holidays identified in the annual school calendar. The total number of duty days, including instructional and non-instructional days, per year will be as outlined in the annual contract.

AUXILIARY / NON- CERTIFIED PERSONNEL

NOTE: This section excludes all certified personnel working in professional positions.

CLASSIFIED EMPLOYMENT

All classified personnel, including but not limited to education assistants, secretaries, bus drivers, lunchroom, custodial, and maintenance personnel, are employed on an at-will basis for the first three (3) years of consecutive service in the School District.

Classified personnel shall be employed by the Superintendent of Schools. The Superintendent shall give notice to the employee of salary, employment period, and special conditions of employment.

Classified personnel may be dismissed in accordance with GCD.

ASSIGNMENTS AND SCHEDULES

Assignment

All classified personnel are employed subject to assignment and reassignment by the Superintendent or designee.

The “immediate family” of an administrator or supervisor shall not work under the direct supervision of the administrator or supervisor.

This policy shall not apply to any individual employed prior to the enactment date of this policy unless the employee changes assignments within the District.

Reassignment

Personnel may request reassignment to other employment positions within the employee’s training and experience within the District provided requests are made prior to April 1 of each school year or upon advertised vacancy.

Work Schedules

The calendar schedule of duty for employees whose terms of employment are longer than the customary school year, but less than twelve months, shall be determined by the Superintendent.

WORK LOAD

Work Week

The work week for classified employees begins on Saturday and ends on Friday. Classified full-time and part-time employees shall not work more than forty (40) hours per week without receiving overtime compensation.

The Superintendent, the principal, or supervisor shall distribute work among classified employees. Work shall be distributed among classified employees to ensure equitable distribution of job assignments and overtime.

STATUS OF EMPLOYMENT

All promotions within the classified staff shall be made by the Superintendent.

Dismissal

Non-certified staff with less than three (3) complete and consecutive school years of service in the School District shall be employed on an at-will basis. These employees may be terminated on two weeks notice or two weeks pay in lieu of notice.

Non-certified staff with three or more complete and consecutive school years of experience may be terminated in accordance with the just cause provisions specified by state law.

Staffing Plan

The Superintendent shall propose, in consultation with site administration, an estimate of the personnel requirements for the succeeding year in accordance with the approved budget. The plan shall indicate the positions required for the normal and efficient operation of the District. When such a plan has been finalized with budgetary limits, this shall constitute proper authority for the Superintendent to receive applications and make appointments to the positions.

Resignation

A written notice of resignation shall be filed with the Superintendent at least fifteen (15) days prior to the effective date of resignation of classified personnel. Such notice may be waived depending upon the circumstances.

COMPENSATION AND BENEFITS: SALARIES

The Superintendent shall establish salary schedules for all classified personnel consistent with the approved budget. These schedules shall provide base salaries for each position classification. The salary schedule will also provide for period increments based on training, experience, or other reasons. Copies of the salary schedules are available from the Assistant Superintendent for Personnel's office.

Compensation for extra duty assignments and salaries for other non-teaching contracted personnel shall be established by the Superintendent according to position and responsibility, consistent with budgetary limitations.

Employees not under contract and part-time personnel shall be paid in accordance with the adopted salary schedules for those positions.

Classified personnel employed for less than a full year shall be paid an amount equivalent to the daily rate of pay for a full-time classified employee of similar grade and step, times the number of days employed.

Payment of Salary

The wages or salary of an employee shall begin at the time the employee reports for duty. The wages or salary shall be paid twice a month according to New Mexico Statute Annotated, 1978, Section 50-4-2 sub. A.

FAIR LABOR STANDARDS ACT

Wage and Hour Information

This policy excludes Employees considered exempt under the Fair Labor Standards Act, including professional, executive, or administrative employees under federal definition. All other employees working more than forty hours (authorized only) per week are entitled to overtime or compensatory time. Detailed records of actual hour and work by non-exempt employees must be maintained by the administration for audit and payroll purposes.

Each forty-hour week is separate regardless of whether pay period is weekly or otherwise. The forty-hour maximum must be enforced. Employees cannot remain on the job over forty hours per week, even voluntarily. No employee shall receive less than the minimum wage.

Support Staff Overtime Compensation Plan (Compensatory Time Off)

1. 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.
2. All overtime must have prior approval of the Superintendent or the Superintendent's designee (s).
3. Compensation for overtime may 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 the compensatory time off would unduly disrupt 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 twelve (12) hours in twenty (20) school days.
4. 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 at a rate of compensation not less than:
 - a. the average regular rate received by such employee during the last three years of the employees employment; and,
 - b. the final regular rate received by such employee, whichever is higher.

5. The hours worked by an employee, who, at his or her option, engages in part-time occasional sporadic employment for the District in a different capacity than his or her primary employment, shall be excluded from the calculation of hours for which the employee is entitled to overtime compensation.
6. If an employee, solely at his or her option and with the approval of the Superintendent, agrees to substitute during the scheduled work hours for another employee who is employed in the same capacity, the hours worked as a substitute shall be excluded by the District in the calculation of hours for which the employee is entitled to overtime compensation. This overtime compensation plan does not apply to managers, administrators, independent contractors, certified teachers, not to volunteers.
7. Payment for overtime shall be made on the employee's regular payday for the pay period encompassing the work week in which such overtime was earned. 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 or her primary employment, shall be excluded from the calculation of hours for which the employee is entitled to overtime compensation.
8. Records are to be kept on all overtime payment and compensatory time by the site supervisor and the Business Office.
9. Classified employees performing work on behalf of the District in multiple job categories (e.g. teacher aide / club sponsor / bus driver / coach / cafeteria aide / concession operator) shall have all hours worked in multiple capacity documented and aggregated for purposes of entitlement to overtime or compensatory time.
10. Responsibility: Superintendent and designee (s), Assistant Superintendent for Personnel, Coordinators, Principals, Manager and/or Supervisor of each facility.

Reference: Fair Labor Standards Amendment of 1985: 29 U.S.C. 297 (c), (p); 29 U.S.C. – 203 (3)

FUNCTIONAL CAPACITY EVALUATION JOB PLACEMENT

Post Offer

After an offer of employment has been made, any applicant selected for a position may be required to complete a functional capacity evaluation to determine his or her ability to perform job-related functions and fitness for duty so long as such evaluation is required for all new hires in the applicable position or job category. This functional capacity evaluation will be conducted by an outside business that specializes in functional capacity evaluations as selected by the District. The employment contract and commencement of work will be contingent upon the results of the evaluation. The cost for this evaluation will be assumed by the School District. This requirement took effect on July 26, 1992. This requirement shall not apply to substitutes and temporary employees or individuals employed in these two capacities.

CLASSIFIED PERSONNEL LEAVES AND ABSENCES

Policy authorizes the following types of leaves for the classified staff: (i) instruction leave; and (ii) professional association leave.

Instruction Leave / School Business

Instruction leave is available for those representing the Hobbs Municipal Schools in a particular instruction area.

Instruction leave shall be subject to approval by the principal / supervisor and Superintendent or designee.

Instruction leave involving out-of-state travel shall be submitted at least thirty (30) days prior to effective date of request.

After instruction leave is approved, the classified staff member is entitled to the benefits of travel and per diem reimbursement as provided by policy.

Absence due to approved instruction leave / school business assignments will not be subject to salary deduction.

Professional Association Leave

1. Professional Leaves

Officers and elected delegates of NEA-Hobbs or HACT may request professional leave. Leave shall be granted without salary deduction for a total of no more than twenty (20) school days per year. (This includes days requested by licensed staff of NEA-Hobbs). An individual officer or delegate may request no more than nine (9) days of the twenty (20) days of professional leave per year.

Officers and elected delegates of other professional associations may also request professional leave. The number of days approved will be determined by the Superintendent.

Professional association leave shall be subject to approval by the principal and Superintendent or designee.

Classified staff members elected or appointed by the District or state association to represent the profession of the state shall be eligible for a maximum of eight (8) days professional leave per year.

Special consideration on an individual basis shall be given to those elected or appointed to a national office as approved by the Superintendent or designee.

Requests for professional leave over and above set limits shall be evaluated by the Superintendent as to their benefit to the school system.

The District will pay the substitute up to and including the number of days permitted. Any days used over and above the total specified will be at the expense of the classified staff member on a "cost of sub" or at one-third of the classified staff member's daily rate.

A classified staff member approved for professional leave shall not receive reimbursement on travel and per diem.

Professional leave days shall not accumulate from year to year.

2. Appointments

Appointments by New Mexico Public Education Department shall be subject to approval of the Superintendent.

EMPLOYEE DRUG AND ALCOHOL ABUSE POLICY

Substance Abuse Prohibited

The Hobbs Municipal Schools forbids any employee from possessing, using, selling, distributing, or being under the influence of alcohol or drugs, and from possessing, using, selling, or distributing drug paraphernalia while on School District property, including residence halls, or while involved in, or attending School District activities, or in School District vehicles or contracted buses.

Reporting Use of Prescription Drugs

- A. If an employee is properly using drugs pursuant to an authorized prescription or properly using an over-the-counter drug, and such use may affect or impair such employee's performance of his or her job duties, such employee shall report such use to his or her supervisor.
- B. In appropriate cases, the supervisor may limit, modify, or suspend the employee's duties during the time he or she is using the drug, but such use shall not be considered a violation of this policy.

Definitions

The terms used in this policy are defined as follows:

1. Alcohol: Any liquor, wine, beer or other beverage containing alcohol;
2. Drugs: Any drug, including illegal drugs, marijuana, inhalants, legal prescription and over-the counter drugs used or possessed or distributed for unauthorized purposes and counterfeit (look-alike) substances.
3. Drug Paraphernalia: Equipment or apparatus designed for or used for the purpose of measuring, packaging, distributing or facilitating the use of drugs.
4. Substance Abuse: The use of drugs or alcohol in violation of state or federal law or in violation of School District policy.

Enforcement of Policy

The School District reserves the right to search an employee's person, personal effects, and vehicle, when there is reasonable suspicion that such employee has violated this policy. An employee's refusal to cooperate in any such enforcement procedures may be grounds for discipline, including discharge.

Penalties for Violations

Employees found to have been in violation of this policy may be subject to discipline, including suspension, discharge, or non-renewal of employment, and report to law enforcement.

POSSESSION OF WEAPONS

An employee shall not knowingly, intentionally, or recklessly go onto District premises with a firearm, explosive weapon, or illegal weapon unless pursuant to written regulations or written authorization of the Superintendent. An employee shall not interfere with normal activities, occupancy, or use of any building or portion of the campus by exhibiting, using, or threatening to exhibit or use the firearm, explosive weapon, or illegal weapon.

Employees found to be in violation of this policy shall be subject to appropriate disciplinary action, including suspension and/or discharge from employment, and report to law enforcement.

