

Department of Human Resources  
Policies, Procedures, and  
Regulations for Employees

# Hobbs Municipal Schools

EMPLOYEE HANDBOOK

2023-2024

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## **PART I GENERAL INFORMATION**

### Introduction

Welcome to the Hobbs Municipal Schools! Whether you are new to HMS or a long-time employee, the School Board extends its appreciation for your commitment to public education and furthering the growth of our students. Hobbs, New Mexico, is home to the high-flying Hobbs Eagles. Embedded in the heart of oil and gas country we have seen our community emerge as an Energy Plex, full of diversity. HMS prides itself in the quality of the education and an inviting atmosphere, where children come first. HMS has experienced a 1.5% growth annually for the past four years. This growth has spawned the construction of new facilities across the district. We are excited about the new construction but are equally enthusiastic about providing an education second to none. Again, welcome to Hobbs Municipal Schools, please feel free to contact myself or any staff member if you have questions, comments, or concerns.

The **purpose** of this *Handbook* is to provide information and guidance that will help employees in understanding what can be expected from the District and what the District expects from employees. The employee handbook describes the professional expectations and necessary conditions for our work together.

The **goal** for the *Handbook* is to be a valuable tool in understanding how the District works, as well as to serve as a reference guide for answering questions about employment in the District. However, the *Handbook* is not a detailed description of all employment policies. Please be sure to take the time to review the policies on the Board of Education section of the District's webpage at <http://www.hobbsschools.net/>.

**Each employee is responsible for reviewing the *Handbook* and completing the employee acknowledgement page. Please be sure to review the specific School Board policies that are referenced throughout the *Handbook*, including all employment policies. It is each employee's responsibility to read and become familiar with this information and to follow the District's policies and procedures.**

For specific procedural information at the building or assignment level, consult your immediate supervisor and/or the building or program staff handbook.

Thank you for making the decision to work with the very passionate, dedicated and caring staff and students in Hobbs, NM.

Sincerely

*Gene Strickland*

Gene Strickland  
Superintendent



## Handbook Explanation

- A. This Handbook is provided as a reference document for the employees of the school district.
- B. The contents of this Handbook are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language which appears in this Handbook is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guaranty of continued employment. Notwithstanding any provisions of this Handbook, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this Handbook or individual contract.

In case of a direct conflict between this Handbook, rules, regulations or policies of the Board and any specific provisions of an individual contract, the individual contract, board policy and state statute shall control.

This Employee Handbook is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this Handbook should not be considered all inclusive. Copies of Board Policies and Administrative Rules are available in each administrative office to all personnel and are on the District website at <http://www.hobbsschools.net/>. It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of New Mexico, New Mexico State Administrative Code and the policies of the School Board for the School District of Hobbs.

## **Mission Statement**

The Hobbs Municipal School District believes that all children can learn the basic skills to be independent, productive citizens.

## **Philosophy**

It is believed that the Hobbs Schools should provide, through continuing improvement, an educational program that gives each student the greatest opportunity to develop as an individual and as a contributing member of the community and our democratic society. The Schools should motivate and help each student develop; (i) a wholesome attitude toward our democratic government and toward family life, and an appreciation of the achievements of others; (ii) a compliance with and respect for the rules and regulations of society; (iii) the spiritual, moral, and aesthetic values to lead a full and rewarding life; (iv) an understanding of the workday world and the possibilities and responsibilities within it; (v) general knowledge and basic and physical health, and (vii) creative, analytical thinking enabling the student to solve problems arising in our changing world.

## **Goals**

The Board embraces the following:

The Hobbs Municipal Schools Board recognizes that the Effective Schools Concept is a process aimed at school improvement. The philosophy incorporated within the Effective Schools Correlates of developing a clear, instructional focus, promoting instructional leadership, providing a safe and orderly school climate, promoting high student expectations, encouraging parent and community support, and monitoring and measuring progress in all programs is recognized by the Hobbs Municipal Schools Board as the catalyst for bringing staff, students, and community together to continually assess the various programs of each school site with an eye upon continual improvement. Consequently, the Hobbs Municipal Schools Board embraces the ***“Hobbs Way”*** as the basic goal of the District and implementation of each tenant: Teaching, Learning and Caring at each building site is a priority of the Hobbs Municipal Schools.

## **Definition of Employees**

Please note that the Handbook references the District, Board, and administration throughout. The term “District” is used to refer to the school system. Decisions and determinations are deemed to be made by the administration unless specifically stated as a Board decision. School Board members are not considered employees for purposes of this Handbook. School Board members are expected to follow the School Board policies regarding professional expectations and responsibilities.

## **Professional Staff Positions**

An employee must be a licensed school employee to be considered a professional staff member. Licensed school employee means teachers, school administrators and instructional support providers - a person who is employed to support the instructional program of a public school, including educational assistant, school counselor, social worker, school nurse, speech-language pathologist, psychologist, physical therapist, occupational therapist, interpreter for the deaf and diagnostician. This definition does not apply to a person performing the functions of a practice teacher or teaching intern.

The District will attempt to activate a sufficient number of positions to accomplish the District's goals and objectives.

Before establishment of any new position, the Superintendent will present a job description for the position that specifies the qualifications and the performance responsibilities.

The Superintendent will maintain a comprehensive and up-to-date set of job descriptions of all positions in the school system.

## **School Calendar**

The school calendar shall be determined by the Board. The determination of the structure of the days, e.g. instructional, in-service, professional development, workdays, etc. shall be at the discretion of the Board.

## **PART 2 DISTRICT COMMITMENTS**

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

- Every employee is entitled to be treated with respect as an individual.
- Equal opportunity and affirmative action are continuing commitments.
- Employment, training and development, promotion, and other employment conditions shall be decided in order to provide equal opportunity for all employees without discrimination.
- 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 system of communication which encourages management at all levels to discuss work-related topics with all employees in an open, honest, and fair manner;
- A working environment which motivates employees to become involved with and accept greater responsibility for the success of their jobs;
- 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;
- Methods for the discussion and resolution of employee complaints;
- Jobs which are personally satisfying and provide an opportunity for a meaningful contribution to the schools;
- Training which prepares all employees to fulfill the responsibility of their jobs, to improve their performance, and to facilitate self-development;
- 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
- 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.

### **Bullying and Harassment Free Workplace**

The District prohibits harassment and bullying of its employees in any form. The District's policy is to provide a workplace free of (1) verbal or physical harassment concerning an employee's age, race, creed, religion, color, physical or mental disability, marital status, pregnancy, sex, national origin, ancestry, sexual orientation, arrest record, conviction record, citizenship status, political or religious affiliation, physical appearance or attributes use or non-use of lawful products off the employer's premises during non-working hours, or past, present or future status in the uniformed services of the United States (hereinafter referred to as an individual's status as a member of a protected class); and (2) unwelcome sexual advances, requests for sexual favors, and any other conduct or communication constituting sexual harassment as that term is defined by state and federal law.

Harassment and bullying are prohibited in any form. The District strongly disapproves of any form of harassment of its employees by anyone either internal or external to the District. Further, harassment is strongly disapproved regardless of whether it occurs within or outside of the District. Appropriate disciplinary action will be taken promptly against any employee engaging in unlawful harassment.

The policy of the District is to investigate thoroughly and remedy any known incidents of harassment. In order to accomplish this, all employees have a responsibility to report any incident of harassment to the attention of their immediate supervisors. Employees who feel aggrieved because of harassment are strongly encouraged to bring the matter to the immediate attention of their supervisors.

An employee, who has a complaint of harassment, must follow the steps found in Board Policy **A-0331 © ACA-R**. No employee, supervisor, or Board member shall attempt to restrain, interfere with, coerce, discriminate, or take reprisal action against the complainant or their witnesses during or after the presentation, processing, and resolution of a complaint.

### **Equal Employment Opportunity**

The Hobbs Municipal Schools District is an equal opportunity employer and does not discriminate on the basis of race, color, national origin, sex, 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, Section 504 of PL 92-112**, and the **Age Discrimination Act** may be referred to the Compliance Officer 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 hiring, promotion, discharge, pay, job 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 of Human Resources or the Director of Student Services that an accommodation is needed. Address inquiries should be submitted to:

Hobbs Municipal Schools  
1515 East Sanger  
P.O. Box 1030  
Hobbs, New Mexico 88241-1030  
(575) 433-0100

Discrimination against an otherwise qualified individual with a disability or any individual by reason of race, color, religion, sex, sexual orientation, age, or national origin is prohibited. Efforts will be made in recruitment and employment to ensure equal opportunity in employment for all qualified persons.

Discrimination is defined as any action, policy or practice, including bias, stereotyping and harassment, which is detrimental to a person or group of persons and differentiates or distinguishes among persons, or limits or denies opportunities, privileges, employment, roles or rewards or perpetuates the effect of past discrimination, based on the protected class of the individual or group of individuals

The District shall periodically examine all policies currently in practice and in the future to ensure that it does not discriminate or is in violation of federal and/or state law.

The District expressly prohibits any form of discrimination. Individuals, who feel these rights have been violated, shall follow the Discrimination and Harassment Complaint Procedure as outlined in Board Policy Rule **G-0211 GBA-R**. No recipient or other person may intimidate, threaten, coerce, retaliate, or discriminate against any individual for making, filing, or assisting with a complaint.

Board Policy: [G-0200 GBA EQUAL EMPLOYMENT OPPORTUNITY](#)

Legal Reference: [28-1-2 NMSA et seq.](#)

[20 U.S.C. 1703](#), Equal Employment Opportunity Act of 1972

### **Equal Opportunity Complaints**

The District encourages informal resolutions of complaints under this policy. A formal complaint resolution procedure is available, however, to address allegations of violations of the policy in the District

Board Policy: [G-0200 GBA EQUAL EMPLOYMENT OPPORTUNITY](#)

DISCRIMINATION AND HARASSMENT COMPLAINT PROCEDURES Regulation: [G-0211 GBA-R](#)

DISCRIMINATION AND HARASSMENT COMPLAINT FORM [G-0231 GBA-E](#)

### **Advertising**

The school system shall not serve as a medium for distributing commercial advertising or special propaganda of vested or special interest groups, including political candidates. Distribution of any non-school related materials must be approved by the Superintendent and/or designee.

### **Address Changes**

Complete the appropriate paperwork in the Human Resources Office when a change of address occurs. An employee should notify his/her immediate supervisor as soon as possible of any change of address or telephone number.

### **Fair Labor Standards Act**

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and receive overtime pay at time and one-half the regular rate of pay for all hours worked over forty (40) hours in a workweek.

All employees paid on an hourly basis are required to record his/her actual hours of work on his/her timecard or electronic system, as applicable.

Certain employees are exempt from the minimum wage and overtime pay requirements of the FLSA. Teachers, administrators, and other certified employees that meet the job duties test and wage requirements are generally considered exempt employees.

Employees are encouraged to promptly report any problems with pay as soon as the employee becomes aware of the issue. If an employee believes that an improper deduction has been made to his/her salary or that overtime was worked and not paid, the employee should immediately report this information to his/her direct supervisor to be immediately reported to the Assistant Superintendent of Human Resources. Notification of rights under the FLSA can be found where notices to employees and applicants are customarily posted.

### **Overtime Compensation**

Non-exempt employees, those non-certificated employees subject to the minimum wages and overtime provisions of the Fair Labor and Standard Acts, may be required to complete an individual time card showing the daily hours worked.

Time cards (reports) shall cover one (1) workweek and shall be completed at the close of each work day.

Employees shall record their starting time, time out for lunch, time in from lunch, quitting time, and total hours worked for each work day.

Employees are not permitted to sign in or commence work more than fifteen (15) minutes before their normal starting or to sign out or stop work later than fifteen (15) minutes after their normal quitting time without the prior approval of the school administrator/supervisor.

All employees are required to take a lunch or meal break. Exceptions may be made for lunch periods per a voluntarily signed and written agreement between the employee and administrator.

All employee time records shall be verified and signed by the school administrator/supervisor.

Reporting another employee's time or falsifying one's own time is prohibited and may be grounds for disciplinary action including termination.

Nonexempt employees who work more than forty (40) hours per week shall be awarded "compensatory time" at the rate of one and one-half (1 1/2) hours for each hour of overtime work. In cases of emergency, when the employee cannot be immediately released for this time and one-half compensation, the Superintendent will make the decision as to paying the employee at the rate of time and one-half or having the employee take the time off at a future date. The hours must be approved by the immediate supervisor before an employee works overtime or, in the case of an emergency, immediately upon completion of the work or as soon thereafter as possible.

Compensatory time off shall be taken during the following pay period or workweek in which it was earned unless the use of compensatory time off would unduly disrupt the operations of the District. In the event the supervisor determines compensatory time off during the week following the week it is earned would be unduly disruptive to the operations of the District, such compensatory time off may be taken as soon as is reasonably possible thereafter.

This overtime compensation plan does not apply to exempt employees or to volunteers.

## **Mail**

(Requirement information is available in mail room at Central Administration Office).

Inter-school mail service - "Pony Express" - is available to the staff on a daily basis.

Mail is picked up at each school and processed through the school postage meter if it is for school business, is on school stationery, and the address is typed.

Incoming mail is received at the Central Administration Office and is forwarded to each school via Pony Express.

## **Service Awards**

The Board of Education annually awards employees for five (5) years of service and multiples thereof.

Consecutive years of service are not necessary. To receive one (1) year of service, a nine-month employee must work a minimum of ninety-one (91) days.

## **Support Staff Workload**

The normal workweek for support staff personnel will not exceed forty (40) hours per week. Typically, the week will be based on eight (8) hours per day, five (5) days per week; however, the Superintendent may designate other workweek structures to meet varying conditions and needs of the District. Employees will be notified at least one (1) week in advance of any modification to the workweek plan.

Individual employee work schedules will be based on the position held by the respective employees and on District needs as identified during the employment process.

For the purpose of calculating regular and overtime hours in accordance with wage and hour requirements, the District's designated workweek shall begin at 12:01 a.m. on Saturday and conclude at 12:00 midnight the following Friday.

An employee may work overtime, provided that advance authorization is obtained from the supervisor in charge or, in the case of an emergency, authorization is obtained immediately upon completion of the work or as soon thereafter as practicable.



## **Family And Medical Leave Act**

The U.S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA) for all private, state and local government employees, and some federal employees. Most federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management or the Congress.

The FMLA became effective on August 5, 1993, for most employers and entitles eligible employees to take up to twelve (12) weeks of **unpaid, job-protected leave** in a twelve (12)-month period for specified family and medical reasons. Amendments to the FMLA by the National Defense Authorization Act for FY 2008 (NDAA). Public Law 110-181, expanded the FMLA to allow eligible employees to take up to twelve (12) weeks of job-protected leave in the applicable twelve (12)-month period for any "qualifying exigency" arising out of the fact that a covered military member is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. The NDAA also amended the FMLA to allow eligible employees to take up to twenty-six (26) weeks of job-protected leave in a "single twelve (12)-month period" to care for a covered servicemember with a serious injury or illness.

### **Employee Eligibility**

To be eligible for FMLA benefits, an employee must:

- work for a covered employer;
  - have worked for the employer for a total of twelve (12) months;
  - have worked at least one thousand two hundred fifty (1,250) hours over the previous twelve (12) months;
- and
- work at a location in the United States or in any territory or possession of the United States where at least fifty (50) employees are employed by the employer within seventy-five (75) miles.

Under some circumstances, employees may take FMLA leave intermittently - taking leave in separate blocks of time for a single qualifying reason - or on a reduced leave schedule - reducing the employee's usual weekly or daily work schedule. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation. If FMLA leave is for birth and care, or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.

Under certain conditions, employees or employers may choose to "substitute" (run concurrently) accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a health care provider, which includes:
  - A period of incapacity lasting more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
    - treatment two (2) or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within seven (7) days and both within thirty (30) days of the first day of incapacity); or
    - one (1) treatment by a health care provider (i.e., an in-person visit within seven (7) days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or
  - Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or
  - Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or
  - A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or
  - Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days if not treated.

If you need to be absent from work for your serious health condition, the serious health condition of an eligible family member, birth or adoption of a child, or any other condition that you believe may be eligible for this leave, please contact the Benefits Specialist or Assistant Superintendent for Human Resources as soon as possible.

- A. Notification of Benefits and Leave Rights: The District shall post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed: <https://www.spo.state.nm.us/uploads/FileLinks/44d9464532f4472dafa00e8d336cb590/FMLAPoster.pdf>
- B. Eligibility Notice: An employee must provide at least **thirty (30) days-notice** before the FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption, or foster care, planned medical treatment for a serious health condition, or military service leave of the employee or family member. If thirty (30) days-notice is not practicable, notice must be given as soon as practicable. The notice shall be in the form of a request for leave of absence as specified in Board policy. The District may deny FMLA leave to any eligible employee until such time as the employee has provided the required notice.

- C. **Rights and Responsibilities Notice.** The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP'T OF LABOR, Notice of Eligibility and Rights & Responsibilities (FMLA), available at <https://www.dol.gov/whd/forms/WH-381.pdf>
- D. **Designation Notice.** The District shall “inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA.” U.S. DEP'T OF LABOR, Designation Notice (Family and Medical Leave Act), available at <http://www.dol.gov/whd/forms/WH-382.pdf>.

LEGAL REF: Family and Medical Leave ACT of 1993

[29 C.F.R. Part 825](#)

### **Reasonable Accommodations**

Reasonable accommodations shall be made for qualified individuals with a disability or a sincerely held religious belief, unless such accommodations would impose an undue hardship on the District. A reasonable accommodation is a change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability or sincerely held religious belief to perform the essential functions of a position or enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities, or without the same sincerely held religious belief.

Requests for accommodations under the Americans with Disabilities Act from current employees must be made in writing.

### **Drug-Free Workplace**

NOTICE TO EMPLOYEES

YOU ARE HEREBY NOTIFIED that it is a violation of Policy G-0950 @ GBEC for any employee to violate the law or District policy in the manufacture, distribution, dispensing, possession, or use, on or in the workplace, of alcohol or any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance, as defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 C.F.R. 1308.11 through 1308.15.

Workplace includes any place where work is performed, including a school building or other school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities; and off school property during any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the District. In addition, the workplace shall include all property owned, leased, or used by the District for any educational purpose.

YOU ARE FURTHER NOTIFIED that it is a condition of your employment that you will comply with Policy G-0950 @ GBEC, and will notify your supervisor of your conviction under any criminal drug statute for a violation occurring in the workplace, not later than five (5) days after such conviction.

Any employee who violates the terms of the District's drug-free workplace policy in any manner is subject to discipline, which may include, but is not limited to, dismissal and/or referral for prosecution.

## **Part 3 EMPLOYEE COMMITMENTS – ALL EMPLOYEES**

### **Overview**

The District expects its employees to commit to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, and students. The District expects employees to comply with all applicable Board policies, work rules, job descriptions, terms of this Handbook and legal obligations. The District expects employees to comply with the standards of conduct set out in Board policies, this Handbook, administrative regulations, and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to their status as District employees. Violation of any policies, regulations and guidelines may result in disciplinary action, including termination of employment.

The following delineation of employment practices is for informational purposes and is not intended to be an exhaustive list of all employment expectations that may be found in other applicable Board policies, work rules, job descriptions, terms of this Handbook and legal obligations.

### **Accident/Incident Reports**

All accidents, no matter how minor, are to be reported by completing an accident report, on the day of the accident. All program directors and school secretaries have blank accident forms in their offices. Turn completed accident reports into your program director or school secretary for processing. Failure to report accidents in a timely manner (15 days from time of accident) may result in Workman's Compensation denying employee's request to pay expenses that were incurred due to the accident.

If an accident should occur, the employee must contact the HR Benefits Specialist at (575) 433-0128. If it is an emergency, the employee should go directly to the Emergency Room.

### **Appropriate Use of District Funds**

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the Superintendent or designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be processed in a manner that gives appropriate consideration to the confidentiality of these matters. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

## **Attendance (Daily, Meetings, School Events)**

The District expects employees to make every effort to be present for work. Employees are expected to follow their assigned schedule. In order for the schools to operate effectively, employees are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless the employee has received approved leave. Breaks and meal periods may only be taken during times designated by the employee's supervisor/building administrator and as further specified in other parts of this Handbook. Any deviation from assigned hours must have prior approval from the employee's supervisor/building administrator.

Employees who are unable to report to work shall follow the applicable procedures for reporting his/her absence. Any time spent not working during an employee's scheduled day must be accounted for using the appropriate procedure. The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time-worked documentation will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

Staff members are required to attend all mandatory administratively called meetings. Administratively called meetings will generally occur within the workday but there may be limited occasions where it is necessary to begin a meeting before the time at which the normal workday begins or later than the end of the normal workday. These meetings will be conducted within a reasonable length of time. Staff members also are required to attend all meetings related to the professional responsibility of the position held.

Staff members are encouraged to attend school events. Limited school events may be mandatory for staff attendance (example: Title I Parent Nights). Every effort will be made to inform staff members of these events well in advance of the date.

## **FRONTLINE (AESOP)**

When it is necessary to be absent, it is the employee's responsibility to notify the immediate supervisor and the Absence Management System at the earliest opportunity to indicate the probable duration of the absence. All employees will either call in and their leave days through the AESOP automated caller system or go to Frontline (AESOP) online and enter them on a computer. If employees encounter problems, they may reach the HR Substitute Specialist at (575) 433-0128. The phone will be answered from 7:30 am to 4:30 pm.

## **Background Check**

Background checks will be required for all applicants and will be completed in Human Resources. Background checks may also be required of employees on a case-by-case basis. Knowingly falsifying information shall be sufficient grounds for termination of employment.

## **Use of District E-mail**

All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students, or School Board members and shall not be in contravention of any District policy or law. District e-mail also may be used as a limited forum for employees to share professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with District policy and applicable law

E-mail is considered property of the District and is a public document that may be subject to disclosure under Open Records Act. Please review the technology policy for acceptable use of District e-mail.

## **Child Abuse Reporting**

Any school employee who has seen a child in the course of professional responsibilities and has reasonable cause to suspect that the child has been abused or neglected or who has reason to believe that the child has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report the suspected abuse or neglect to the appropriate agency authorities: school authorities or public authorities, such as Social Services or the Police Department. All employees are required to attend training as directed by the District in accordance with district procedures.

## **Confidentiality**

Pupil information that employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board Policy J-7050. The law and respect for our students require that student issues are only discussed with employees and parents/guardians who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the appropriate administrator.

*Adopted:* date of manual adoption

LEGAL REF.: 10 U.S.C. 503

[20 U.S.C. 1232](#)

[20 U.S.C. 1400](#) et seq.

[20 U.S.C. 7908](#)

34 C.F.R. 300

## **Conflict of Interest**

Each employee of the Hobbs Municipal Schools is in fact an employee of the State of New Mexico. As such, each employee will refrain from activities, employment and business transactions, which would constitute a conflict of interest. A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee's position with the District.

Employees are asked to avoid outside activity that may compete or be in conflict with the best interests of the District. Employees must disclose to his/her immediate supervisor information of any transaction that may be considered a conflict of interest as soon as they know the facts. No employee may use his/her position to obtain financial gain or anything of substantial value for the private benefit of himself/herself or his/her immediate family, or for an organization with which he/she is associated.

Any alleged violations of policy or regulations of Employee Conflict of Interest shall be reported immediately to the Chief Procurement Officer, who shall initiate a full investigation and report his/her findings to the Superintendent or his/her designee.

If the Superintendent or his/her designee determines that an employee has violated said policy and/or regulation, disciplinary action may be taken up to and including termination in accordance with District policy.

**Nepotism**: It shall not be lawful for the Board to employ any teacher or other employee from public funds (federal, state or local), if such teacher or other employee is the spouse, father, mother, son, daughter, son-in-law, daughter-in-law of any member of the Board.

This provision shall not apply to any person within such relationship or relationships who has been regularly employed by the District prior to the taking of office of any member of the Board, or who has been regularly employed by the District prior to the inception of such relationship or relationships.

No school employee may be directly responsible for the supervision of any member of their "immediate family". (See the Nepotism Chart)

**Legal Reference** : NMSA 1953 Comp., 77-4-3.1, enacted by Laws 1971, ch. 199, 1; 1981, ch. 86.1. Also NMSA, 1978, 22-5-6.



## **Criminal Record Reporting**

All District employees shall notify his/her immediate supervisor or administrator as soon as possible, but no more than three calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, or any of the other offenses as indicated below:

- A. Crimes involving school property or funds;
- B. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position in a school district or as an educator;
- C. Crimes that occur wholly or in part on school property or at a school-sponsored activity;
- D. A misdemeanor or other crime which involves moral turpitude [e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community]; or
- E. A misdemeanor or other crime which violates the public trust.

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. An offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported immediately if the employee regularly or occasionally drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle.

Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than three calendar days after the event giving rise to the duty to report.

The District may conduct criminal history and background checks on its employees. An arrest, indictment or conviction of a non-felonious crime shall not be an automatic basis for an adverse employment action. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a non-felonious crime during employment with the District:

- A. The nature of the offense;
- B. The date of the offense;
- C. The nature of the position to which the employee is assigned; and,
- D. The relationship between the offense and the position to which the employee is assigned.

For any employee who is convicted of a felony and has not been pardoned, the District shall have the discretion to terminate that individual's employment or to non-renew his/her contract.

Nothing herein shall prohibit the District from placing an employee on administrative leave or suspending an employee based upon an arrest, indictment, or conviction.

## **District and Personal Property**

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.

The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions against theft. Employees cannot take District property for personal use or gain. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment, including, but not limited to: employee identification badges and the key/key fob for building entry. District equipment that is approved to be borrowed for short-term use should be returned the first work day after the project completion in the same condition.

Employees shall have no expectation of privacy with respect to any item or document stored in or on District-owned property, which includes, but is not limited to, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the District may at any time and in its sole discretion conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked.

Employees should have no expectation of privacy to items contained in plain view, for example, but not limited by enumeration to automobiles parked on the District's property, items left on top of or within desks and cabinets, lockers, etc. Personal items not in plain view (ex: items within a purse, wallet, coat, backpack) may not be searched except in limited situations as provided for within state or federal law.

The District does not assume any responsibility for loss, theft, or damages to personal property. Employees are encouraged to exercise reasonable care of personal items. The District is not liable for vandalism, theft, or any damage to cars parked on school property.

## Dress Code

### ***Uniformed Employees***

Some employee groups may be required to wear uniforms (i.e., custodial and kitchen staff). Uniforms provide a professional appearance within the District and save the employee's wardrobe. Employees will be monitored by their supervisor to ensure that the uniform meets District requirements, is clean and in good repair. Appropriate safety gear shall also be worn at all times as deemed necessary.

### ***Non-Uniformed Employees***

All District employees work for the public, and the public often judges individuals and the District by appearance. It is important that all staff attire be appropriate for the job and that it conveys a neat, professional, and clean image. Appropriate business casual attire should be consistent with professional responsibilities and activities. The mode of dress or grooming should not be disruptive to the educational environment. Any employee appearing for work whose dress is identified by administration as inappropriate, for any reason, will be asked to leave and return to work in acceptable attire.

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*

- **Staff should look professional at all times, exceeding the expectations set for students.**
- Pressed Pants or slacks help improve the image of the apparel.
- No visible body piercing; **ONLY** the ear(s) is acceptable.
- Shoes that are clean and improve the image.
- Facial hair must be neat and well groomed.

#### *Non-Acceptable Attire / Grooming*

- Sweat pants and jogging suits are not acceptable.
- Hats are not to be worn in building.
- No tattered shirts/pants with holes or tears.

### ***Professional Dress Standards for Women***

#### *Acceptable Attire / Grooming*

- **Staff should look professional at all times, exceeding the expectations set for students.**
- Pants, slacks, capris', dresses, skirts, or leggings with an **appropriate** length tunic top are acceptable.
- Blouses and shirts should be modestly cut.
- No visible body piercing; **ONLY** the ear(s) is acceptable.

#### *Unacceptable Attire / Grooming*

- Sweat pants, spandex pants, and jogging suits are unacceptable.
- Hats are not to be worn in the building.
- No tattered shirts/pants with holes or tears.

## **Drug, Alcohol, And Tobacco Free**

The District is committed to maintaining a drug-, alcohol- and tobacco-free working and learning environment for all employees and students. Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances, or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug, drug paraphernalia, or alcoholic beverage as defined in New Mexico Statutes while on school premises or while on school-sponsored trips including in school vehicles or contracted buses. Employees shall not provide alcohol, drugs of any sort, or tobacco to any student regardless of student age. Employees shall not promote or advertise the use of alcohol, drugs, or tobacco to students.

Employees shall be required to undergo alcohol and/or drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs.

Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities. This prohibition includes look-a-like products including e-cigarettes and/or vape pens.

### **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/her job duties, such employee shall report such use to his/her supervisor.
- B. In appropriate cases, the supervisor may limit, modify, or suspend the employee's duties during the time he/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-a-like) 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.

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.

Information about drug and alcohol counseling and rehabilitation are available to any employee from the Lea Regional Hospital, Alcoholism and Drug Treatment Unit (575-392-6581), The Guidance Center of Lea County (575-393-3168), or the Palmer Drug Abuse Program (575-397-6333).

### **Duty Free Lunch**

In order to ensure the safety of students and the security of school campuses, teachers may be assigned supervisory duty during the teaching day. These duty assignments shall be considered a regular part of a teacher's duties and shall be fulfilled accordingly. Teachers are guaranteed a thirty (30)-minute duty free lunch. Staff members may voluntarily agree to provide a paid duty during the duty free lunch period.

### **Ethics Code**

The board of Education recognizes that the New Mexico Public Education Department (NMPED) 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 NMPED'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.

## **Support Staff Certification And Credentialing Requirements (Fingerprinting Requirements)**

An applicant offered employment and a contractor or contractor's employee, or a volunteer who will have unsupervised access to students on school premises shall be required to provide fingerprint cards or electronic fingerprints to obtain a federal bureau of investigation criminal history record. The public school shall pay the cost of applicants offered employment. A school volunteer, contractor or contractor's employee may be required to pay the cost of obtaining criminal history records.

The candidate's fingerprints shall be submitted, along with the form required immediately upon being selected as a finalist for possible employment. The form shall be considered a part of the application for employment. Convictions of felonies or misdemeanor involving moral turpitude if directly related to employment which are contained in the criminal history investigation record shall be used to deny, suspend or revoke employment in accordance with the Criminal Offender Employment Act. However, if the conviction does not directly relate to employment, completion of probation or parole supervision or expiration of a period of three (3) years after final discharge or release from imprisonment without subsequent conviction shall create a presumption of sufficient rehabilitation. Other information contained in the investigation record, if supported by independent evidence, may also form the basis for the employment decisions for good and just cause. A candidate's conviction of trafficking in controlled substances, criminal sexual penetration or related sexual offenses or child abuse regardless of rehabilitation shall warrant denial, suspension or revocation of employment. Records of arrest not followed by conviction or misdemeanors NOT involving moral turpitude may not be used, distributed or disseminated regarding public employment.

A person who makes a false statement, representation, or certification in any application for employment with the School District may be denied employment or terminated.

Reasons for a decision not to employ an individual based upon conviction of any indicated crime or misdemeanor involving moral turpitude shall be provided to the candidate. An appeal of denial, suspension or revocation of employment based upon the Criminal Offender Employment Act may be requested in accord with the grievance procedure provided in policy.

The administration may also conduct a background investigation of current employees if it becomes aware of facts, circumstances, or conduct that indicate(s) an individualized reasonable suspicion that undisclosed aspects of the employee's background might disqualify him/her to continue in employment with the District.

## Investigations and Reporting of Alleged Ethical Misconduct

The Superintendent shall investigate all allegations of ethical misconduct about any school employee who resigns, is being discharged or terminated or otherwise leaves employment after an allegation has been made. If the investigation results in a finding of ethical misconduct by a licensed school employee, the Superintendent shall report the identity of the licensed school employee and attendant circumstances of the ethical misconduct on a standardized form to the Public Education Department and the licensed school employee within thirty days following the separation from employment or immediately if knowledge of the ethical misconduct is sexual harassment or sexual abuse of an adult or child. Copies of that form shall not be maintained in the school employee's personnel file.

The Superintendent shall also report allegations of sexual assault or sexual abuse involving any school employee, volunteer, contractor or a contractor's employee to the appropriate law enforcement agency.

No agreement between a departing school employee and the governing authority or Superintendent shall diminish or eliminate the responsibility of investigating and reporting the alleged ethical misconduct to the department or, if legally mandated, to law enforcement, and any such agreement to the contrary is void.

A person's good faith reporting of conduct indicated above will not result in liability for civil damages. The person accused shall have the right to sue for any damages as a result of negligent or intentional reporting of inaccurate information or the disclosure of any information to unauthorized persons.

Expectation of Cooperation: In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired except as provided for below. Employees failing to volunteer such information shall receive a directive from an administrator to provide a statement. The employee's failure to comply with the directive may constitute "insubordination," a violation that will be grounds for disciplinary action up to and including termination.

Investigation interplay with potential criminal conduct: If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a Garrity warning (the employee may be required to answer questions for the District investigation but the information could not be used in the criminal investigation). *Garrity v. New Jersey*, 385 U.S. 493 (1967).

Administrative Leave: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

**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.

## **Licensure/Certification**

Each employee who is required to be licensed or certified by law must provide the District with a copy of the current license or certificate to be maintained in his/her personnel file. Personnel files can be found in the District office. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner. Failure to have a valid teaching license on the first day of school may result in a reduction in salary until the license is obtained. If a valid license is still not obtained by the Public Education Department's statute timeline, the individual may be subject to further discipline up to and including immediate termination. The District will work with teachers who have exceptional circumstances, such as meeting requirements of an emergency license, new certification areas or other unique situations.

## **Non-School "Outside" Employment**

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the school system. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties as determined by the District. The Board expects employees to devote maximum effort to the position in which employed. An employee will not perform any duties related to an outside job during regular working hours or for professional employees during the additional time that the responsibilities of the District's position require; nor will an employee use any District facilities, equipment or materials in performing outside work. When the periods of work are such that certain evenings, days, or vacation periods are duty free, the employee may use such off-duty time for the purposes of 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/her contract terminated after a hearing as provided by law and a written complaint filed with the State Board of Education.

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 affects their job performance.

### **TUTORING FOR PAY**

There will be no tutoring of students for pay during the school day. Tutoring 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.

### **WORKING CONDITIONS**

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



## **Personnel Records And Files**

Professional employees are required to supply the District office with current and complete official transcripts of all college credits.

The District will maintain a complete and current official personnel file for each District employee. Employees will be advised of, and will be permitted to review and comment on, all information of a derogatory nature to be placed in their respective personnel files. The employee may prepare a written reply to such information, and such reply, if any, will be appended to the information in the file.

All documents within a personnel file are confidential, and the District may create such subfiles within a personnel file as are appropriate to ensure confidentiality and efficient use of the file. Access to personnel files will be limited to authorized District officials and employees. Individual Board members shall have access only when specifically authorized by the Board, as evidenced by action of a quorum of the Board in a legal meeting properly noticed. Employees may review their own files by making written requests to the Superintendent. Confidential information obtained prior to an employee's employment, such as recommendations, will not be available for review by the employee.

Specific information contained in the record, may be considered public information under the law and will be released in accordance with the Inspection of Public Records Act, Confidential Materials Act and Board policy and procedure relative to the disclosure of the District's public records.

LEGAL REF.: [14-2-1 NMSA et seq. \(1978\)](#)

## **Physical Exam And Fitness For Duty**

**Pre-Employment Testing and Medical Examinations:** During the application process or upon acceptance of a conditional offer of employment, employment testing and/or physical or medical examinations may be required of School District applicants in accordance with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act.

Upon initial employment, evidence that employees are physically and mentally able to perform the essential functions of their jobs and assignments may be necessary for continued employment with the School District. All employees may be subject to medical and/or psychological examinations to determine if the employee is capable of performing the essential functions of his or her job and assignment with or without a reasonable accommodation in accordance with the law.”

## **Political Activities**

The Board recognizes the right of its employees, as citizens, to engage in political activity. However, school time may not be used for political purposes. Staff members who intend to engage in political activities shall be guided by the following:

- No employee shall engage in political activities upon property under the jurisdiction of the Board, unless permission has been granted for that purpose through the "Community Use of School Facilities" policy of the Board.

- Campaigning and other election activities must be done in off-duty hours, when not working in an official capacity for the District, and without the participation of District employees or students acting in the capacity of District or school representatives.
- Invitations to participate in election activities on a given campus, except when extended by groups leasing or using school facilities, shall be extended only when such invitations are extended to all candidates for the office.
- The use of District equipment, supplies, materials, buildings, or other resources to influence the outcome of any election is not permitted.
- Political circulars or petitions may not be posted or distributed in school.
- The collection of campaign funds and/or the solicitation of campaign workers is prohibited on school property.
- The use of students for writing or addressing material intended to influence the outcome of any election, or the distribution of such materials to or by students, is forbidden.
- Employees of the District may not use the authority of their position to influence the vote or political activities of any subordinate employee.

District employees who hold elective or appointive office are not entitled to time off from their school duties for reasons incident to such offices, except as such time may qualify under the leave policies of the Board.

The discussion and study of politics and political issues, when such discussion and study are appropriate to classroom studies, are not precluded under the provisions of this policy.

This policy shall apply only when an employee is serving as an agent of or working in an official capacity for the District.

### **Staff Interaction With Students**

All employees will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace. Employees shall follow all school rules, regulations and policies related to interaction with students.

The Board fully supports the right and desire of teachers to maintain a proper disciplinary atmosphere in all classrooms.

### **School Calendar**

New Mexico statutes require 1,140 hours per school year for students. The school calendar is constructed to meet this requirement and also provide pre-school and post-school in-service periods for the staff. The staff is involved in the planning of the calendar.

The Central Office maintains a master school activity calendar. Any activity, which involves all or most of the schools in the system, should be noted on the master activity calendar. The determination of the structure of the days, e.g. instructional, professional development, holiday, workdays, etc., shall be at the discretion of the Board.

### **School Facilities**

**Use Of:** School facilities are available to groups not affiliated with the Hobbs Municipal Schools. Requests to use school facilities should be first directed to the building principal. Charges for this use are outlined in Section EBG of the Board Policy Manual and are directed to the Director of Finance.

**Care Of:** Person(s) responsible for damage to, defacement of, or breakage of school property, either intentionally or carelessly, shall pay for such losses at the rates equivalent to replacement costs.

### **Summer Days/Hours**

The District will close on Fridays during the summer months. Vacation days are encouraged to be used during this time.

### **Salaried Staff**

Salaried employees will be expected to work the normal total weekly hours during Monday-Thursday, with the option of working remotely on Friday to complete the weekly total.

### **Hourly Staff**

Hourly employees will need to work with the supervising administrator to best determine summer hours. Staff members will have the ability to work up to the maximum number of hours Monday-Thursday that they would have worked during a Monday-Friday work schedule. Overtime will only be paid for working more than forty-hours per week.

### **Solicitation**

The Superintendent will see that staff members are not disturbed during the duty day by solicitors and in turn will encourage staff members to refrain from solicitations which involve the school system, other than for authorized purposes.

### **Staff Activity Tickets**

All Hobbs Municipal School employees have the option to purchase a staff activity ticket which admits them to any school activity except Border Conference Playoff Games, District Playoff Games, and Holiday Tournaments. All employees may also purchase a staff ticket for their spouse.

Employees assigned to a school may purchase their activity ticket(s) from their school secretary during the first twelve weeks of school. After that time, tickets may be purchased at the Athletic Office.

Employees from Nutritional Services, Maintenance, and Transportation Departments may purchase their tickets from the Athletic Office.

## **Staff Directory**

A staff directory is available on the HMS webpage.

## **Teamwork And Service To The Students**

Providing a quality education for students and a quality work experience for employees involves teamwork among all employees in the District. Some important actions are:

- Working collaboratively with co-workers to serve the best interests of students.
- Helping to create a positive, respectful and enjoyable work atmosphere.
- Making use of District technology to effectively communicate with all employees in the District.
- Making use of District technology in order to perform all job functions well.

Teamwork is expected and is demonstrated by showing respect, cooperation and leadership at all times. Serving as an effective team member is a key component in accomplishing the District's mission. All staff members should proactively demonstrate the character traits of respect, responsibility, perseverance, honesty and kindness.

## **Technology**

Employees are encouraged to use District technology to enhance professional responsibilities. All employees are required to adhere to District policies related to technology.

LEGAL REF.: 20 U.S.C. 9134, The Children's Internet Protection Act

47 U.S.C. 254, Communications Act of 1934 (The Children's Internet Protection Act)

CROSS REF.: EGD - Use of Technology in Office Services

## **Telephone/Cellular Phone Use**

Employees will not be called from their duty station to answer telephone calls except in cases of emergency. No long distance calls are to be made from a school phone unless approved by the principal or supervisor. Cell phone usage during class time is not allowed.

## **Use Of Student Workers**

Student workers may be assigned to various positions throughout the buildings and grounds. Positions assigned to student workers may be paid or unpaid through various school initiatives or openings. Staff members assigned to work with or supervise student workers shall follow all applicable policies and procedures.

## **Tuition Assistance**

*Classified* personnel may apply for Tuition Assistance at least two weeks prior to the course(s) beginning through the Human Resources Office. Requests for reimbursement must be submitted no later than 30 days after the last day of the class(es) for each semester. All applications are reviewed by the Assistant Superintendent of Human Resources.

**Certified** personnel may apply for Tuition Assistance at least two weeks prior to the course(s) beginning. Requests for reimbursement must be submitted no later than 30 days after the last day of the class(es) for each semester. All applications for Tuition Assistance are reviewed by the Assistant Superintendent of Human Resources. Tuition Assistance will not be approved for certified personnel pursuing a Master's degree who do not hold a standard teaching license from the New Mexico Public Education Department.

### **Workplace Safety**

The Superintendent shall have procedures for complying with the requirements of the Occupational Safety and Health Administration (OSHA), including an exposure-control plan, methods of compliance, work-practice controls, postexposure evaluation and follow-up, and administering vaccine to employees exposed to Hepatitis B virus.

- A. Adherence to Safety Rules: All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Fire safety is an essential element of having a safe working environment. Employees should know the following:
1. Location of fire alarms;
  2. Location of fire extinguishers;
  3. Evacuation routes and evacuation procedures including taking student lists upon evacuation; and
  4. Whom to notify in case of fire.

Employees need to take precautions to prevent fires from occurring. In the event of a fire, the most important task is to sound the alarm and clear the building. Employees should not risk their safety in fighting fires.

All staff members are required to exit the building during fire drills or other evacuation times. All teachers and paraprofessional aides are required to exit and remain with their students, or provide general supervision of students if not assigned with students at that time.

- B. A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter.

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under this Handbook to address the workplace safety issues. The employee may, in his/her discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred.

- C. 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.

It is the policy of the Hobbs Municipal Schools 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. The purpose of the manual is to comply with OSHA Standard 29 CFR 1910.1030.

The Hobbs Municipal Schools has established a policy of procedures for dealing with school employees and/or students with acquired immunodeficiency syndrome (AIDS) within the school setting. 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, the school employee and/or his/her representative, and the appropriate school personnel designated by the school Superintendent.

In all cases, the right to privacy and to confidentiality must be stressed, and the identity of the infected employee shall not be publicly revealed.

- D. Weapons Prohibition: Firearms and dangerous weapons are prohibited on all property of the District and at all school-sponsored events. The prohibition includes firearms in vehicles on school property. Licensed peace officers who are serving in their official capacities and off-duty City of Hobbs police officers are the only persons excepted from this prohibition. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions.

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

LEGAL REF.: [22-5-4.7 NMSA \(1978\)](#)  
[30-7-2.1 NMSA \(1978\)](#)  
[20 U.S.C. 7151](#)

- E. Disaster Preparedness: All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures. Required training related to preparedness shall be completed in a timely manner.
- F. Violent Behavior: Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and also may be referred to law enforcement.
- G. School Violence: Any employee who is threatened with harm by an individual or a group while carrying out assigned duties shall immediately notify the school principal or supervisor. The principal or supervisor shall then immediately notify the Superintendent's office of the threat and together they shall take immediate steps in cooperation with the employee to provide every reasonable precaution for the employee's safety. Precautionary steps, including contacting law enforcement, seeking injunctive relief or any advisable legal action, shall be reported to the Superintendent's office at the earliest possible time. Employees are required to contact the Hobbs Police Department when there is a belief that there is a severe and imminent threat to the health or safety of a student or school employee or the public.

Additionally, District employees are required to notify the Human Resources office if they have a restraining order against any individual(s) or feel that any individual(s) may be a threat to the employee's personal safety while at work.

## **Part 4: INSURANCE AND BENEFITS – ALL EMPLOYEES**

The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), premium contributions and coverages will be selected and determined by the Board. The Hobbs Municipal School Board of Education contracts, as a service to employees, for group major medical, dental, and life insurance, with the New Mexico Public School Insurance Authority (NMPSIA).

The Board participates in payment of your insurance premiums of eighty percent (80%) for all employees.

### **Health Plans**

#### Types of Coverage Available

- A. Employee Only
- B. Employee & One Dependent (Spouse or Child)
- C. Employee and Two or More Dependents (Spouse & Children)

### **Contact Information**

#### Presbyterian:

- A. Member Services / Questions: 1-888-275-7737
- B. Traveling Out-of-State or: 1-877-275-7737
- C. CVS Caremark: 1-800-552-8159

#### Blue Cross Blue Shield:

- A. Member Services / Questions: 1-888-9-NMPSIA, (1-888-966-7742)
- B. CVS Caremark: 1-800-552-8159

#### Cigna:

- A. Member Services / Questions: 1-800-244-6224
- B. CVS Caremark: 1-800-552-8159

#### NMPSIA Employee Benefits Plan Telephone Numbers:

- A. Davis Vision 1-800-999-5431
- B. United Concordia 1-888-898-0370
- C. Delta Dental 1-877-395-9420
- D. BCBS 1-888-966-7742 or 1-505-837-8889
- E. Presbyterian 1-877-275-7737
- F. CVS Caremark 1-800-552-8159
- G. Basic Life Claims & Voluntary Life Claims 1-888-609-9763

Please contact HR Employee Benefits Specialist in the Human Resources Office at (575) 433-0128.



## **Basic Life Plan**

The basic life insurance plan is offered under the NMPSIA by The Standard.

Hobbs Municipal Schools provides to all contract employees a \$50,000 life insurance policy. (The total premium cost for the Basic Life insurance is paid by the Hobbs Municipal Schools).

## **Voluntary Term Life Plan (Optional)**

A voluntary employee group term life insurance is provided under a Group Policy issued by The Standard Insurance. The employee must complete an application during their initial employment. Otherwise, the employee will be required to furnish evidence of satisfactory good health to The Standard for the employee and each of their eligible dependents.

**Cost:** The employee shall pay the total cost of the premium, which is based upon “age table” rates.

**Options:** An employee may select additional life insurance coverage of one, two, or three times his/her annual base contract. The employee may also select additional life insurance coverage for his/her legal spouse and/or children.

## ***Conditions***

**New Employees:** New employees have thirty (30) days to avail themselves of the Board-Employee sponsored group insurance plan without evidence of insurability as well as providing a copy of publicly state filed Certificate of Marriage license, Social Security Card, and/or publicly state-filed birth certificates for all dependents.

**Current Employees:** Current employees who are carrying the insurance and do not desire to continue must make a request in writing to discontinue as well as complete all necessary paperwork regarding this change.

**Dependent Coverage:** Dependent coverage is available under all programs.

**Employees On Leave of Absence:** An employee on a Board approved leave of absence may continue to participate in all phases of the group insurance program under the COBRA Plan. The Board does not participate in the premiums while the employee is on leave of absence.

**Retired Employees:** Employees retiring shall have the option of keeping their insurance program in force for themselves and their dependents provided the retirement is in accordance with the Educational Retirement Act. The Board will not participate in premium payments.

**Federal Family & Medical Leave Act:** An employee on approved Federal Family and Medical Leave may continue to participate in all phases of the group insurance as long as the employee continues to pay his/her share of the premium. The Board will continue to pay their portion of the premium if the employee’s portion is continued.

## **Workers' Compensation**

Hobbs Municipal School District does not designate a health care provider in the event of a work related injury. If medical attention is necessary, please contact the HR Employee Benefits Specialist at (575) 433-0128, or if it is an emergency go directly to the Emergency Room.

All Worker's Compensation claims, physician visits, prescriptions, procedures, treatments and tests must have prior approval from the HR Employee Benefits Specialist unless it is an emergency situation. If you are off work due to a work-related injury, you must communicate with the HR Employee Benefits Specialist following all physician visits and provide copies of all patient status reports, work restrictions, and/or work releases to your supervisor and the HR Employee Benefits Specialist.

Employees absent due to on-the-job injuries may choose to receive their full monthly school salary and will have accumulated sick leave days charged against them (one day for each workday absence). Employees may choose to receive only the monthly remuneration paid by the workers' compensation insurance equal to 66 2/3% of salary or a maximum of \$733.16 per week without reduction of accumulated sick leave days.

Premiums due to the District for health or dental insurance are required to be paid by the employee to the District throughout the duration of the workers' compensation leave.

Some types of injuries suffered while at work may not be covered by worker's compensation insurance. Examples of non-covered injuries suffered at work include, but are not limited by enumeration to, the following:

- A. Injuries because of a self-inflicted wound.
- B. Injuries sustained because of an employee's horseplay or fighting initiated by the injured worker.
- C. Injuries sustained while an employee was participating in an off-duty activity.

## **Part 5: PAYROLL AND EXPENSE REIMBURSEMENT – ALL EMPLOYEES**

### **Annualized Payroll Cycle**

All employees scheduled to work the calendar year will be placed on the twenty-four (24) payroll cycle. Salaried school year employees will be placed on the twenty-four (24) payroll cycle. Employees will be paid on the fifteenth and last day of the month.

### **Contract Days**

The Human Resources Department will determine contract days with input from the program director. Listed below are the number of contract days based on number of months assigned:

- 9 Months - 191 Days
- 10 Months - 205 Days
- 11 Months - 215 Days
- 12 Months - 240 Days (240 Work Week: Mon-Fri +17 Paid Holidays)

### **Direct Deposit**

All employees are encouraged to have their monthly checks electronically deposited into the bank of their choice. Forms for direct deposit are available in the Human Resources or Business Office.

### **Expense Reimbursement Procedures**

The District will reimburse employees for expenses incurred for travel in connection with school business. The Superintendent must approve such travel, and reimbursement will not exceed the Superintendent's established per diem and mileage rates as identified by local, State and Federal Regulations. (Upon return the employee must attach original itemized receipts to the white copy of the Leave Request and submit to the Business Office at the Central Office for reimbursement of expenses incurred.) A school vehicle must be used if available.

- A. Meal Reimbursement: \$59 a day in-state and \$59 a day out-of-state
- B. Lodging: The government rate (unless pre-approved for a higher rate not to exceed \$215)
- C. Registration: Actual cost of registration

### **Mileage Reimbursement**

The District shall reimburse employees an amount equal to 80% of the IRS mileage rate. Mileage reimbursement must be due to an employee required by the District to drive his/ her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available in the Business Office.

### **Payroll Dates**

Payroll dates will occur the 15<sup>th</sup> and the last day of the month. Payroll dates that fall on a weekend or a federal holiday will have payroll direct deposits issued the prior business day.

### **Salary Deductions**

The Board authorizes the following payroll deductions: 1) professional organization dues; 2) Estacado Federal Credit Union; 3) Lea County United Way; 4) group and life insurance; 5) annuities as provided by policy; 6) retirement; 7) social security; 8) federal and state withholding.

### **Tax Sheltered Annuity**

The Board of Education extends to all employees the opportunity to participate in a tax sheltered annuity program. Salary deduction, as well as direct payment to the insurance company, is permitted. All insurance companies meeting the provisions of Section 403 (b) of the Internal Revenue Code are eligible to offer their company's annuity policy for consideration. Solicitation other than during school hours at school by the insurance companies may be any time during the year. Actual enrollment by the Business Office will be once a year between the dates of August 1 and September 30, with the first payroll deduction beginning in October; and January 1 and January 31, with deduction beginning in February. All annuity companies are to be approved by the Human Resources Office.

### **Timekeeping Procedures**

Employees shall follow all timekeeping procedures as determined by the administration. Hourly employees are required to accurately and honestly record actual hours worked on timecards or electronic system, as applicable.

## **Part 6: LEAVES – ALL EMPLOYEES**

The Board authorizes the following types of leaves and absences for the staff: (i) professional leave (ii) personal business; (iii) personal or family illness or disability; (iv) community service; (v) election official, jury duty, and short duration military service; (vi) death of a close relative; and (vii) family leave.

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

### **Absent Without Leave**

An employee shall be deemed "absent without leave" when absent from work because of:

- A. A reason that conforms to a policy currently in effect but the maximum days provided for in that policy will be exceeded; or
- B. A reason that does not conform to any policy currently in effect; or
- C. Failure to report to work without prior notification to the Superintendent or his/her designee.

In no case shall an employee be compensated for time lost due to being absent without leave. An employee who is absent from work without prior approval is subject to disciplinary action, as is one who was unable to obtain prior approval due to unusual circumstances and such approval is denied upon the employee's return.

### **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/her designated representative.

Approved sick leave for death in the immediate family shall be limited to not more than five (5) work days for each occurrence, and is subject to the approval of the Superintendent.

If all leave has been exhausted and the employee has a death of a close relative, the employee may request Death/Illness Leave from the Superintendent or his/her designee. This written request must be submitted to the Superintendent or his/her designee. Salary deduction for the classified employee will be one-third (1/3) of his/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.

### **Community Service Leave**

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

### **Court Leave**

- A. Leave will be provided for such time as is necessary for jury duty or appearance(s) in court or other legal proceedings the employee is required to attend by law excluding the employee's self-employment or for personal family incidences.

- B. Employees who are subpoenaed to court will not be subject to salary deductions pending prior approval by the Superintendent or his/her designee.

### **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 (1) additional day may be approved at the discretion of the Superintendent.

### **Jury Duty**

It is recognized by the Board that no employee is exempt from jury duty and that a leave of absence for such duty must be granted.

- Only the regular salary may be received by an employee on jury duty except that mileage paid for jury duty is the property of the employee.
- It is the responsibility of the employee to reimburse the District for jury duty pay when such payment is made directly to the employee. Failure to reimburse the District at the completion of the jury duty service will result in a full deduction equal to the number of contract days missed.
- An employee excused from jury duty after being summoned shall report for regular duty as soon as possible. Failure to report for duty will result in a deduction equal to that portion of a contract day missed.

The supervisor may request any employee to provide a sealed notice verifying his/her attendance for jury duty. The notification is easily obtained from the court clerk upon request; however, it will only be sealed at the end of the day.

### **Military Leave**

An employee who is a member of the army or air national guard or army, air force, navy, marine or coast guard reserves shall be given but not to exceed fifteen working days' military leave with pay per federal fiscal year when they are ordered to duty for training, such leave to be in addition to other leave or vacation time with pay to which such employees are otherwise entitled.

- An employee who is a member of the uniformed service may use any vacation leave or other accumulated paid time off during their service, or may take unpaid leave of absence.

The District must reemploy uniformed service members, as defined in 38 U.S.C. 4303, returning from a period of service, if the service member:

- Was employed by the District.
- Gave the District notice that he/she was leaving the job for service in the uniformed services, unless giving notice was precluded by military necessity or otherwise impossible or unreasonable.
- Has a cumulative period of service in the uniformed services not exceeding five (5) years.
- Was not released from service under dishonorable or other punitive conditions.

- Has reported back to the District in a timely manner or has submitted a timely application for reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act.

### Personal Leave

- A. Each staff member will be granted personal leave not to exceed three (3) days per year 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. No more than ten percent (10%) of the staff or other groupings of employees may take personal leave at any one time. Requests for personal leave must be received at least four (4) working days prior to the first day of leave unless considered an emergency by the approving administrator, and must be approved by the principal.
- B. The first day of such personal leave taken in any school year will be charged against his/her accumulated sick leave. (H-Day) The licensed employee may pay the cost of a substitute and the classified employee may permit the District to withhold one-third (1/3) 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 (2) days of personal leave. The classified employee shall have deducted one-third (1/3) of his/her daily rate of pay for the remaining two (2) 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. Requests shall be acted upon in order of receipt, and the availability of substitutes, if necessary, may limit the number of requests granted at any one (1) time.
- F. Personal leave will not be granted during the following periods:
  - a. On the day immediately preceding or following a holiday or vacation.
  - b. During the first two (2) weeks of school or the last two (2) weeks of school.

Absence due to once-in-a-lifetime events in which the employee has no control over the date (i.e., college graduation, fiftieth (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. It is limited to five (5) days per event.

## **Professional Leave**

*Professional Association Leave*- 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 not 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.

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

## **School Business/Instructional Leave**

All travel must support the District's Ninety (90) Day Plan. To attend meetings or conferences, licensed employees must obtain approval from the administration at least two (2) weeks or ten (10) week days prior to the meeting or conference dates (whenever such prior request is possible). Out-of-state travel must be approved by the Superintendent as must travel expenses that commence more than twenty-four (24) hours prior to the start of any approved training.

The following guides will be used in granting released time and/or travel expense:

- Value of the meeting or conference.
- Funds available in the appropriate budgets.
- Availability of a substitute, if one is necessary.



A per diem subsistence allowance, and/or mileage, for private automobiles may be paid as provided in state law or Board policies. The necessary forms and instructions for filing travel claims are available at the administration office.

**School Cancellation Days**

The Superintendent shall close school and/or school activities at his/her discretion for weather or other emergencies. The District shall have the discretion to require employees to report to school on days when school is closed for students due to non-weather related emergency reasons.

Teachers shall not receive a deduct in pay for days that the District or building is closed under this section.

Secretarial and professional employees will still report as close to regular time as safety allows – unless specified differently when school is closed due to inclement weather, at the discretion of the Superintendent. Food service employees and paraprofessional aides are not to report to work on days when school is closed due to inclement weather. Unless otherwise notified, maintenance and custodians are always required to report to work on days the school is closed for students due to inclement weather.

Hourly employees will be paid only for hours actually worked or for paid time off used. Salaried employees may not have salaries docked per state and federal guidelines.

**Procedures for bad weather**

- 6:00 a.m.: Announce either a three-hour delay or cancel for the day.
- If after announcing a three-hour delay, cancellation of school must be decided by 9:00 a.m.
- Principals, Secretaries, Maintenance and Custodial Staff will still report as close to regular time as safety allows – unless specified differently. The delayed start times are:
  - Elementary – 10:45;
  - Junior High – 11:20;
  - Freshman School – 11:20;
  - Alt HS 11:00 am
  - HHS – 11:20 a.m.

**RADIO STATIONS**

KYKK.....1110 AM	KPER.....95.7 FM
KZOR.....94.1 FM	KPZA.....103.7 FM
KIXN.....102.9 FM	KLMA.....96.5 FM
KLEA.....630 AM	KHOB.....91.7 FM
KWMW.....105 FM.	

**TV STATIONS**

KOB.....	KOAT.....
KRQE/KASA	KWES Channel 9,
KOSA Channel 5,	KMID Channel 4,

**SOCIAL MEDIA**

Facebook, Twitter, Instagram

## Sick Leave

All licensed employees are granted sick leave days as follows:

- classroom teachers, ten (10) days per year granted at the August 31 payroll;
- eleven (11)-month employees, eleven (11) days granted in July or August, depending on starting date;
- twelve (12)-month employees, twelve (12) days granted in July.
- Late start licensed employees are prorated based upon the total number of contract days for the category of position.

All classified employees are granted sick leave days as follows:

- nine (9)- and ten (10)-month employees, five (5) days on the August 31 payroll and five (5) days on the January 15 payroll;
- twelve (12)-month employees, six (6) days on the July 15 payroll, and six (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.

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.

Unused sick leave may accumulate from year to year up to a maximum of one hundred twenty (120) days.

The Superintendent or designee shall ensure that sick leave is used only for:

- illness or injury to the employee;
- illness or injury of a member of the employee's immediate family; and,
- 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.

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.

Approved sick leave for death in the immediate family shall be limited to not more than five (5) work days for each occurrence, and is subject to the approval of the Superintendent.

Any employee who can be shown to have willfully violated or misused the District's sick leave policy or misrepresented any statement or condition will be subject to discipline, which may include reprimand, suspension, and/or dismissal.

### **Victims of Domestic Abuse Leave**

An employee will be allowed intermittent paid or unpaid leave time of up to fourteen days in any calendar year for up to eight hours in one day for the purpose of:

- Obtaining or attempting to obtain an order of protection or judicial relief from domestic abuse;
- Meet with law enforcement officials, consult with attorneys or district attorneys' victim advocates or attend court proceedings related to domestic abuse of the employee or the employees minor child.

The leave will be allowed in increments of one half (1/2) day of the normal work day for the employee.

Such leave shall include any and all leave, compensatory time or any other paid for time off available to the employee before the imposition of unpaid leave time. The Superintendent may authorize up to fourteen (14) days of leave for the victim abuse purposes indicated above.

When the leave is taken an emergency notice must be given to the Superintendent's office within twenty-four (24) hours of the type of leave requested; other policies on notice for absence may apply. Verification will be required in the form of:

- A court order or other court evidence of the incident of domestic abuse;
- A written statement of appearance or schedule to appear as a victim or on behalf of a minor child victim in a domestic abuse incident made by an attorney, advocate or law enforcement official knowledgeable of the appearance.

Confidentiality of any disclosed material and a position of non-retaliation for use of such leave will be maintained by the district.

### **Automated Substitute Caller System – [FRONTLINE \(AESOP\)](#)**

When it is necessary to be absent, it is the employee's responsibility to notify the immediate supervisor and the sub-caller at the earliest opportunity to indicate the probable duration of the absence. All employees will call in their leave days through the AESOP automated substitute caller system or go to AESOP online and enter them on the computer. If employees encounter problems, they may reach the Human Resources Office at (575) 433-0128. The phone will be answered from 7:30 am to 4:30 pm.

All leave other than sick leave (Professional, School Business, Jury Duty, Vacation, Personal, Athletic, etc.) will be reported to the building supervisor on a leave request form and/or AESOP. Entering this information in a timely manner is imperative in order for the substitute calling system to function properly.

## **Unused Sick Leave**

Upon retirement, an employee may receive a bonus for accrued unused sick leave not to exceed the total of 120 days. The bonus will be at the rate of \$40 per day.

Prior to retirement separation from the district, an employee must decide how he/she would like his/her accumulated sick days handled; i.e., whether to receive payment for sick leave days eligible for payment per district policy, or allow the leave to remain with the district for the employee to use if re-employed at a later date or some combination of the options.

An employee may only apply and receive this bonus payment once for days of sick leave earned and accumulated while in the employ of the district not to exceed the total of 120 days.

Payment for unused sick leave will be contingent on available funds.

## **Vacation Days**

Employees who are employed for 240 or more days of a calendar year shall be granted annual vacation with pay in accordance with the following schedule:

1. Employees with *up to ten* calendar years of service shall receive ten vacation days.
2. Employees with *ten through 14* calendar years of service shall receive fifteen vacation days.
3. Employees with *15 or more* calendar years of service shall receive twenty vacation days.

### *Accumulation*

Vacation days may carry over not to exceed 40 days. Any accumulated vacation time over 40 days on June 30 will be compensated to the employee at his/her daily rate. This annual practice would be contingent upon available funds.

Accumulated vacation time may be used for extensive travel or study if approved by the Superintendent. The intent to allow vacation time to accrue for the foregoing reasons shall be submitted to the Superintendent and approved by the Board prior to the time of the beginning of vacation accrual.

Except with individual approval by the Superintendent, vacations shall be taken between June 1 and August 30 of the current calendar year.

Employees may receive a pay-out for up to 40 accrued vacation days upon retirement.

### **Professional/Support Staff Voluntary Transfer of Accrued Annual or Sick Leave**

The District recognizes the existence of circumstances under which non-job-related, seriously incapacitating, and extended illnesses and injury may exhaust accrued leave of employees. To provide some measure of relief in such situations, a limited mechanism, based upon voluntary transfer of accrued annual or sick leave, is established. The mechanism will be termed transfer of accrued annual or sick leave for a medical emergency. The definition of a 'medical emergency' will be as follows: A medical condition of the employee or a family member of the employee that will require the prolonged absence of the employee from duty and will result in a substantial loss of income to the employee because the employee will have exhausted all paid leave available apart from the leave-sharing plan. Forms will be available in the Human Resources Office.

## **Part 7: GRIEVANCES PROCEDURES**

Effective communication between District employees, the administrative staff, and the Board is essential for proper operation of the schools. The Board, therefore, authorizes the Superintendent to establish a grievance procedure for employees as the prescribed means of resolving grievances at the earliest date and the lowest possible administrative level. Employees shall use the following procedure as the exclusive internal method for resolving disputes regarding employee termination, employee discipline or workplace safety issues. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.

Such procedure shall provide for Board review of any grievance that cannot be resolved at the administrative level. In such instances, the affected individual may request that the Board review the situation. Such request shall be in writing and shall contain the basis for the appeal, including the act or acts out of which the grievance arose, identification of the Board policies and/or administrative regulations involved, and the remedy sought. Within five (5) working days following notification of the Superintendent's decision, any written request for appeal shall be submitted to the Superintendent for transmittal to the Board. The Board, at a time of its choosing, shall review the grievance and issue a response within fifteen (15) working days following such review.

Limitations: The following situations are not covered by the grievance procedure:

- The discretionary act(s) of professional judgment relating to the evaluation of the work performance of any employee by the designated evaluator(s).
- A personnel decision made by the Superintendent including, but not limited to, a termination or discharge, a demotion, transfer, assignment or Board action directly and adversely affecting an employee's employment that may be subject to redress through provisions of State law and regulation.
- Situations in which the Superintendent and the Board are without authority to act or where the power to remedy the employee's concern resides exclusively with some person, agency or authority other than the Board.
- Situations as to which a different procedure for remedy has been provided by the Board, or where District procedure is prescribed by State or Federal authority.

The decision of the Board is final.

### **Definitions**

A *grievance* is a complaint by a District employee alleging a violation or misinterpretation, as to the employee, of any District policy or regulation that directly and specifically governs the employee's terms and conditions of employment.

A *grievant* shall be any employee of the District filing a grievance.

*Terms and conditions of employment* means the hours of employment, the compensation therefor, including fringe benefits, and the employer's personnel policies directly affecting the employee. In the case of professional employees, the term does not include educational policies of the District. A day is any day during

which the District conducts business. The immediate supervisor is the lowest-level administrator having line supervisory authority over the grievant.

### **Informal Level**

Before filing a formal written grievance, the grievant must attempt to resolve the matter by one (1) or more informal conferences with the immediate supervisor. The first of these informal conferences must be conducted within ten (10) days after the employee knew, or should have known, of the act or omission giving rise to the grievance. A second or any subsequent conference must occur within five (5) days after the initial informal conference, or any subsequent conference.

### **Formal Level**

**Level I.** Within fifteen (15) days after the employee knew, or should have known, of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to the immediate supervisor.

The grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, a citation of the specific article, section, and paragraph of the policy or regulation that directly and specifically governs the employee's terms and conditions of employment that are alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.

The immediate supervisor shall communicate a decision to the employee in writing within five (5) days after receiving the grievance.

Within the above time limits either party may request a personal conference to attempt to resolve the matter.

**Level II.** In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed to the Superintendent within five (5) days after receipt of the decision.

The appeal shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Superintendent shall communicate a decision within five (5) days after receiving the appeal. Either the grievant or the Superintendent may request a personal conference within the above time limits.

**Level III.** If the grievant is not satisfied with the decision at Level II, the grievant may, within five (5) days, submit an appeal in writing to the Superintendent for consideration by the Board.

### ***General provisions:***

- Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed an acceptance of the decision rendered at that step, and there shall be no further right of appeal. Failure to file a grievance within fifteen (15) days after the employee knew, or should have known, of the circumstances upon which the grievance is based shall constitute a waiver of that grievance. The filing or pendency of any grievance under the provisions of this policy shall in no way operate to impede, delay, or interfere with the jurisdiction of the Board or the Superintendent.
- No person(s) shall suffer retaliation, recrimination, discrimination, harassment, or be otherwise adversely affected because of the use of the grievance procedure.

- Whenever possible, a 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.
- A grievant requiring the attendance and testimony of other employees shall have the right to bring such witnesses as are willing to testify on behalf of the employee. When hearings must be scheduled during the work day, any necessary substitutes or released time shall be provided at District expense.
- A separate file shall be maintained by the District for all grievances. To the extent permitted by law, all documents produced during the processing of a grievance shall be filed therein. Nothing herein shall be construed to prevent the District from taking appropriate corrective action, reporting and documenting such action, and maintaining such documentation in any appropriate files maintained by the District.
- 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.
- A grievant may terminate the process at any level if he/she indicates, in writing, a desire to do so, accepts the resolution at that level, or fails to pursue the grievance by filing at the next level within the specified time limit.
- All grievances shall be filed and processed on grievance forms provided by the District and made available at each school and building site.
- The time limits at any level may be extended by mutual agreement between the grievant and the appropriate respondent or hearing authority.
- The grievant may be represented by legal counsel or union representative, if applicable, in conferences or hearings, except the informal conference. Any representative who intends to represent a grievant at a conference or hearing shall notify the Superintendent of that intention within a reasonable time before the conference or hearing. Failure to do so may justify postponement of the conference or hearing or suspension of the deadline while the Superintendent arranges for or consults with District legal counsel.
- The grievance proceedings shall focus only on the issues raised by the written grievance as filed and any related issues as the parties in interest may agree to have considered.



## **PART 8: PROFESSIONAL/CERTIFIED TEACHING STAFF**

Teachers are professional employees as defined by the federal Fair Labor Standards Act.

### **8:01 Normal Hours**

Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as "40 hours per week" as well as a duty-free lunch period of at least thirty (30) minutes each day. A 40-hour work week for middle school and high school teachers results in a typical work day equivalent to 7:45 am - 3:45 pm. At the elementary level, the work day is equivalent to 7:30 am - 3:15 pm.

### **Professional Hours**

Education and teaching is a professional occupation. The professional staff is expected to be with students for their supervision and instruction and to be present at those times needed to carry out their professional responsibilities. Professional responsibilities include, but are not limited to time and events such as: all instructional time, grade level/department/building/district meetings, professional development, supervision duties, attending and supporting youth at school events, etc. At times, these requirements may result in work days with more than 8 hours of required time.

Part-time staff members are required to attend 100% of professional development expectations to include professional development, grade level, department, and faculty meetings without additional compensation. Part-time staff members are required to attend 100% of open house time. Part-time teachers are required to work the assigned percentage of FTE for all parent teacher conferences and required record days.

A common expectation for all Hobbs Municipal Schools staff members is that they may manage their work time. Hobbs Schools' faculty are committed to students as demonstrated through their completion of classroom responsibilities, duties and work. Teachers are to be available to meet with parents, staff, colleagues, and administration, and participate in meetings or professional responsibilities including contributing to the school community through attending school sponsored events.

Teachers manage their work time and operate under "professional hours." Teachers are expected to be at their work areas during their assigned duties and teaching assignments and the scheduled minutes prior to and scheduled minutes after the student day, unless excused by their building principal or his/her designee. Teachers are collectively responsible for overall student learning, safety of students and their own professional responsibilities. For example, teachers should be in attendance before and after the regular student day for activities such as faculty/department/grade level meetings, IEP meetings, student assistance, etc. Teachers are expected to fulfill their professional responsibilities, including all duties. Misuse of professional hours will result in disciplinary action.

## **8:02 Professional Growth**

The Board recognizes its particular responsibility to provide opportunity for the continual professional growth of its certificated staff. Such opportunities include, within budgetary limitation, special in-service training courses, workshops, school or District visitations, conferences, professional library, and assistance from supervisors and consultants.

In line with such opportunities, the Board encourages educational research by staff members when the conduct of the project does not conflict with the major functions of the schools.

## **Mentoring**

All new teachers to the District will be placed into the District's mentoring program. All aspects of the mentoring program, including attendance at meetings, is expected of new teachers to the District as well as active mentors.

## **Professional Development Days**

The District recognizes the importance of staff development that is designed to enhance professional knowledge, skills and dispositions to meet job responsibilities and positively impact the achievement of the District's mission. Therefore, all teachers are required to attend all professional development days of the District. Part-time teachers shall attend all meetings without additional compensation or time off. Personal days and pre-scheduled sick days shall not be granted on professional development days without unique and unavoidable cause. Teachers may be required to provide a doctor's note for a sick day taken on a professional development day.

Teachers must be present for the complete professional development day and may not leave early for extra-curricular activities. Coaches may leave early for game day timelines.

## **8:03 Teacher Assignments, Vacancies and Transfers**

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.

The Superintendent will determine all licensed professional staff assignments. Such assignments shall be based on the needs of the District. In addition, no right to school, grade, or subject assignment shall be inferred from the standard teacher's contract.

### *Transfers*

The procedure for assignment and transfer of professional staff members will be based on the needs of the instructional program. Assignments may be changed to serve the best interests of the District and students.

Professional staff members may apply for transfer or reassignment, whether or not a vacancy exists. Generally, transfers will not be approved during the school year unless the needs of the District dictate such approval.

It shall be the policy of the Board that professional personnel be assigned on the basis of their qualifications, the needs of the District, and their expressed desires. When it is not possible to meet all three (3) conditions, personnel shall be assigned first in accordance with the needs of the District, second where the Superintendent determines the employee is most qualified to serve, and third as to expressed preference of the employees.

In the case of vacancies in new or existing positions, first consideration will be given to qualified applicants among current employees.

The Superintendent shall have the responsibility for the assignment of all personnel throughout the District.

The resolution of any conflicts over the need for a transfer shall be based on what is best for the instructional program, the needs of the students, and the overall needs of the District as defined by the Superintendent.

### **Employee Resignation of Professional Staff Members**

Professional employees shall give thirty (30) calendar days written notice of intention to resign or request a release from contract. A release from an uncompleted contract may be granted contingent upon the availability of a well-qualified, licensed teacher as a replacement. This notice should be submitted to the supervisor in writing and should specify both the last day of work and the reason for terminating. Authorized unused vacation credit will be paid to employees with the last paycheck. The following is to be completed:

1. Letter of Resignation
2. Exit Interview Form
3. Retirement Refund (if desired)
4. Insurance (Stop Date, Cobra Notification)
5. Change of Address for W-2

Each licensed teaching employee shall deliver an acceptance or rejection of reemployment to the Governing Authority within fifteen (15) days from the following:

- The date written notice of reemployment is served upon the person; or
- The last day of the school year when no written notice of reemployment or termination is served upon the licensed school employee on or before fifteen (15) working days prior to the last day of the school year.

A teacher who resigns contrary to this policy shall be deemed to have committed an unprofessional act and shall be subject to the penalty as provided under New Mexico statutes and Secretary of Public Education regulations.

## **Teacher Absence and Substitutes**

When a teacher is to be absent from school, it is the responsibility of the teacher to record the absence in the designated substitute/absence management system (Frontline) in a timely manner.

## **Summer School Assignments**

When possible, summer school classes should be made known on or before May 1. All current teachers in the District may apply for summer school positions in the same manner as applying for a regular teaching assignment via the employee management system. Employees teaching summer classes shall be paid on contracts.

## **8:04 Teacher Supervision and Evaluation**

The purpose of evaluation shall be the improvement of performance. Such a process, to achieve the greater measure of success, shall be predicated on the assumption that the evaluation will be a cooperative procedure, with the evaluator and the evaluatee having full knowledge of the criteria, process, and results.

The following statements give more specific purposes for evaluation:

- Evaluations determine how well the objectives held by the school are being carried out. The success of the educational program is dependent upon the quality of classroom instruction, supervision, and administration.
- Evaluations provide the basis for motivation and for self-improvement, permitting personnel to be aware of their strengths and weaknesses in order to improve.
- Evaluations provide a basis for planning in-service training and supervisory activities. Such activities can be most effective when they are based upon clear evidence of need as shown by evaluation studies.
- Evaluations provide the basis for administrative decisions. Such decisions may include the employment of personnel, their assignment, promotion, demotion, or termination.
- Evaluations aid in determining satisfactory or unsatisfactory performance.

## **Evaluators**

The Superintendent shall designate the evaluators. The evaluator shall be responsible for the final written and official statement of evaluation, which shall be in writing, and a copy shall be transmitted to the certificated teacher within five (5) days after completion of the evaluation.

The District is responsible for an in-service training program for evaluators. This program shall incorporate classroom observation techniques, conference skills, and growth planning. Evaluators shall attend a training program to improve their evaluation, administrative and instructional leadership skills at least every two (2) years.

## **Licensed Teacher Evaluation**

*Classroom visitations by evaluator.* Formal observations shall be spaced and of sufficient duration (minimum of thirty [30] uninterrupted minutes) so as to ensure that the evaluators have an opportunity to grasp an overall concept of a person's performance over a full schedule.

Formal observations are prearranged through initiation by either the observer or the teacher. Formal observations shall be defined as those that are written and provide an opportunity for a pre-observation conference and follow-up conference.

Informal observations may be made at the discretion of the administrator.

**Procedural steps in the process of evaluation:**

- At the beginning of the school year, the principal shall assign a mentor for all Level one teachers whose responsibilities shall be defined in a program established by the District in accord with statute and submitted to the Public Education Department as required.
- At the beginning of the school year, the principal shall meet with the school's faculty for the purpose of orienting the teachers to the total evaluation plan. A teachers use of personal leave and up to ten (10) days sick leave shall not affect that teachers performance evaluation if used in accord with District policy. A low attendance score may be reflected in the evaluation if the teacher is determined to have used sick leave inconsistently with District policy.
- A professional development plan shall be devised by each teacher and provided to the evaluator on a schedule as determined by the evaluator.
- Observations in the classroom shall be completed.
- An opportunity for a conference shall precede and follow each formal observation-visitation.
- A written record shall be made of each formal observation, with a copy to the observed.
- The official evaluation, consisting of a minimum of two (2) formal observations, shall be reduced to writing and signed by both the teacher and the evaluator. The teacher's signature shall not mean concurrence. The teacher shall be allowed ten (10) days to write and submit any comments, which shall be attached to the evaluation.
- A copy of the written evaluation shall be transmitted to the teacher within five (5) days after completion of the evaluation, and a copy shall be retained for the principal's file. A third copy shall be placed in the teacher's personnel file and made available to authorized District officers and employees.
- All evaluations shall remain confidential.

*Frequency of written evaluations.* Evaluations shall be made at least two (2) times per year for Level one (1) teachers, and at least once per year for Level two (2) and three (3) teachers.

**Evaluation of Licensed Administrators and Other Licensed Non-Teaching Employees**

Continuous evaluation of all aspects of the total educational program, including student progress, personnel, curriculum, and facilities, will include a formal process of evaluating all administrators and licensed non-teaching employees. The purpose of this evaluation shall be the improvement of the quality of the educational program in the District and improvement of the performance of each employee. The evaluation will be a cooperative procedure, with the evaluator and the evaluatee having full knowledge of the criteria, process, and results.

The following statements give more specific purposes for evaluation:

- Evaluations determine how well the objectives held by the school and District are being carried out. The success of the educational program is dependent upon many factors, which include the quality supervision, and administration.
- Evaluations provide the basis for motivation and for self-improvement, permitting administrative personnel to be aware of strengths and weaknesses in order to improve the operation of the District's programs.

***Procedural steps in the process of evaluation:***

The specific format for the evaluation system for licensed administrators and licensed non-teaching employees will be developed under the leadership of the Superintendent and shall involve all principals and supervisors of principals in the development of evaluation criteria and data collection procedures. One (1) component of the evaluation tool for school administrators shall be evaluation by other school employees.

- At the beginning of the school year, the licensed administrators and licensed non-teaching employees will be oriented to the total evaluation plan.
- A professional development plan shall be devised by each employee and provided to the evaluator on a schedule as determined by the evaluator.
- Observations and data gathering shall be completed.
- The official evaluation shall be reduced to writing and signed by both the employee and the evaluator. The employee's signature shall not mean concurrence. The employee shall be allowed ten (10) days to write and submit any comments, which shall be attached to the evaluation.
- A copy of the written evaluation shall be transmitted to the administrator within five (5) days after completion of the evaluation, and a copy shall be retained for the employee's file. A third copy shall be placed in the employee's personnel file and made available to authorized District officers and employees.

**8:05 Reduction In Force**

The number and type of certificated staff positions required to implement the District's educational program will be determined annually by the Board after recommendation from the Superintendent. In the event the Board decides to release certificated staff members, the following guidelines will be in effect:

- Normal attrition due to teacher resignations will be relied upon as the first means of reducing the staff.
- If attrition does not accomplish the required reduction in the staff, the Superintendent shall submit to the Board recommendations for the termination of specific staff members. The criteria used in formulating these recommendations shall include, but shall not be limited to:
  - Qualifications and certification of staff members to accomplish the District's educational program.
  - Overall teaching experience, academic training, and ability.
  - Past contributions to the educational program of the District.
  - All other things being equal, length of service in the District.

Criteria for selection of staff members to be released will be applied separately to teachers within specialty categories.

Personnel to be terminated for the ensuing school year shall be notified as soon as practical. All terminations are to be conducted in accord with statutory, regulatory, and policy requirements.

LEGAL REF.: [22-10A-22 NMSA \(1978\)](#)  
[6.67.3.8 NMAC](#)

### **8:06 Discipline, Termination and Nonrenewal of Certified/Licensed School Instructors**

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, and comply with Section 22-10-12, 22-10-13, 22-10-14, and 22-10-17 NMSA, 1978 as amended, 1991.

#### ***Statement of Policy***

The Hobbs Board of Education will exercise its discretion in deciding questions effecting 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 Board 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 fifteen (15th) calendar day prior to the last day of the school year of the existing employment contract, the Hobbs Municipal Schools Board shall serve written notice of re-employment or termination on each licensed school instructor employed by the District according to State Board of Education Regulation No. 75-7, Amendment No. 1. A notice of termination shall be a notice of intention not to re-employ for the ensuing school year. Failure of the School Board to serve written notice for re-employment or termination on a licensed 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 according to the terms of the existing employment contract, but subject to any additional compensation allowed other licensed school instructors of like qualifications and experience employed by the district. It is the responsibility of the licensed 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 22-10-12 and 22-10-13 NMSA 1978).

A licensed school instructor may reapply 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.

#### ***For purposes of this policy:***

- "Discharge" means the act of severing the employment relationship with a licensed school employee prior to the expiration of the current employment contract.
- "Terminate" means, in the case of a licensed school employee, the act of not reemploying an employee for the ensuing school year.
- "Working day" means every school calendar day, excluding Saturday, Sunday or legal holiday.

- "Just cause" means a reason that is rationally related to an employee's competence or turpitude or the proper performance of assigned duties and that is not in violation of the employee's civil or constitutional rights.
- "Administrative leave" means the assignment of an employee to the employee's home to await further instructions pending the outcome of an investigation or inquiry into the actions of the employee in order to avoid interference in the inquiry. The use of "administrative leave" is not a disciplinary action.

### **Categories of Misconduct**

Licensed staff members may be disciplined for infractions that include, but are not limited to, the following categories:

- Engaging in unprofessional conduct.
- Committing fraud in securing appointment.
- Exhibiting incompetency in their work.
- Exhibiting inefficiency in their work.
- Exhibiting improper attitudes.
- Neglecting their duties.
- Engaging in acts of insubordination.
- Engaging in acts of child abuse or child molestation.
- Engaging in acts of dishonesty.
- Being under the influence of alcohol while on duty.
- Engaging in the use, possession, or distribution of narcotics or habit-forming drugs.
- Being absent without leave.
- Engaging in discourteous treatment of the public.
- Engaging in improper political activity.
- Engaging in willful disobedience.
- Being involved in misuse or unauthorized use of school property.
- Being involved in excessive absenteeism.
- Possessing alcohol on school-owned property.
- Carrying or possessing a weapon on school grounds unless they have obtained specific authorization from the appropriate school administrator.
- Engaging in ethical misconduct by inappropriate touching, sexual harassment, discrimination or intended behavior to induce a child into engaging in illegal, immoral or other prohibited behavior.

### **Minor Discipline**

Minor disciplinary action includes, without limitation thereto, removal from grounds, written warning, written reprimand, or suspension. Minor disciplinary action shall be imposed by the staff member's administrative supervisor upon informing the employee of any violations of state or federal statutes, policies, rules or the New Mexico code of ethics and offering a minimum due process hearing and opportunity to express the employee's side of the issue before implementing the disciplinary action. The disciplinary action shall be confirmed in writing to the employee. The discipline may only be appealed to the next level of administration. The hearing procedure shall be as follows.



## Unsatisfactory Work Performance Of Licensed School Personnel

- A. **Authority.** This regulation is promulgated pursuant to Section 22-10-21, NMSA 1978. This regulation supersedes Regulation No. 77-1, adopted by the State Board of Education on January 21, 1977, and filed on February 2, 1977.
- B. **Purpose.** This regulation is promulgated to establish procedures for supervising and correcting "unsatisfactory work performance" of licensed school personnel before notice of intent to discharge is served upon them, and further to distinguish between the terms "unsatisfactory work performance" and "insubordination".
- C. **Definitions.** As used in this regulation 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 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 this regulation; 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 this regulation 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 regulation unsatisfactory work performance does not include insubordination or conduct deemed to be outside the normal scope of duties of licensed school personnel.

## 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 local school boards 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 22-10-17, NMSA 1978.
  - a. **Conferences.** Two or more conferences shall have been held with licensed school personnel charged with unsatisfactory work performance by a local school board 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 local board 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 local board shall retain a copy of the record to be introduced at any hearing for the person charged with unsatisfactory work performance.

## **Termination Pursuant to 22-10A-24 NMSA (1978)**

The following procedures will be used to impose any termination permitted under 22-10A-24 NMSA (1978) except that it does not apply to:

- A licensed school employee employed to fill the position of a licensed school employee entering military service;
- A licensed school employee who is employed as a licensed school administrator; or
- An unlicensed school employee employed to perform primarily District-wide management functions;
- A person who does not hold a valid license or has not submitted a complete application for licensure within the first three (3) months from beginning employment duties.

### **Step 1 - Notice:**

Upon the Superintendent's determination of the existence of cause to terminate, and on or before fifteen (15) working days prior to the last day of the school year, the Superintendent shall notify the staff member of intent to terminate. The notice shall be in writing and shall be delivered in person or by first-class mail to the last address provided for personnel records. The notice shall include the following:

- The statement that the employee has the right to request written reasons for the decision to terminate and such reasons shall be provided within ten (10) working days of such request.

The reasons shall not be publicly disclosed by the administration or Governing Authority. For a licensed employee who has not been offered and accepted a third-year contract for services and licensed educational assistants with less than one (1) year of employment the decision to terminate is not contestable under the School Personnel Act.

- For licensed employees who have been offered and accepted a third-year contract for service and licensed educational assistants employed for more than one (1) year the following appeal procedure shall apply.

### **Step 2 - Appeal Requirements and Content:**

Termination may be appealed to the Governing Authority by a professional staff employee who has been employed for more than two (2) consecutive years and licensed educational assistants employed for more than one (1) year by making a request to the Superintendent within five (5) working days of the date of receipt of the notice of termination requesting a meeting with the Governing Authority.

- The appeal shall be granted if the employee responds to the Superintendent in writing within ten (10) working days of receiving the reasons for termination with the following information:
  - A statement of contention that the employee believes the decision is without just cause.
  - A brief statement of the reason(s) why the staff member believes the decision is without just cause.
  - A statement of the facts that the employee believes support this contention.

### **Step 3 - Appeal Procedure:**

The Governing Authority shall meet to hear the employee's statement in no less than five (5) or more than fifteen (15) working days after receipt of the statement.

The hearing shall be conducted informally in accordance with the provisions of the Open Meeting Act.

- The Governing Authority shall take such action as is necessary in accordance with the Open Meeting Act to uphold or deny the recommendation to terminate. The Governing Authority shall notify the employee and the Superintendent of its decision in writing within five (5) working days from the conclusion of the meeting.

### **Discharge per 22-10A-27 NMSA (1978)**

A licensed school employee may be discharged only for just cause following procedures as indicated below:

#### *Notice:*

- Upon the Superintendent's determination of the existence of cause to discharge, the Superintendent shall notify the licensed staff member of intent to recommend discharge. The notice shall state the cause for the recommendation and shall advise the employee of a right to a discharge hearing before the Governing Authority.
- The notice shall be in writing and shall be provided in accordance with the law for service of process in civil actions.
- If the licensed school employee does not exercise that right to hearing, the Superintendent shall discharge the licensed school employee.

### **Representation**

In the event any employee is called to a meeting with representatives of the District for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances which may lead to discipline or discharge, the employee has the right to request representation. In the event the employee chooses to have representation, the meeting may be delayed, at the discretion of the District, until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

### **Disciplinary Materials**

Copies of any disciplinary material(s) shall be provided to the employee when such material is placed in an employee's personnel file. The employee shall have the opportunity to reply to such materials and affix his/her reply to said material.

### **Termination of Employment**

The employment relationship between the District and any employee is terminated:

- If the employee is discharged pursuant to the terms of this Handbook.
- If the employee quits his/her employment.
- If the employee fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis.

- If the employee retires.

## **8:07 Professional Compensation**

### **Salary Schedule**

Hobbs Municipal Schools has a compensation model for the teaching staff. The compensation model will be provided to teachers on a regular basis. All licensed school personnel shall be paid at least twice a month during a twelve-month period although services may be performed during a period less than the twelve months.

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.

### **Initial Salary**

Hobbs Municipal Schools will assign an initial salary to educators upon hire.

Hobbs Municipal Schools, at its sole discretion, may provide a moving stipend to specific individual teachers in a hard to fill position who have never taught in the District. The amount of the stipend shall not exceed five thousand dollars (\$5,000.00) unless otherwise approved by the Board. The stipend may be paid any time after the signing of the teacher's initial contract with the District. The amount may be paid in one lump sum or in an installment format. If the installment format is used, the compensation must be fully paid within three (3) school years. The moving stipend is not considered part of the educator's salary or base wage.

### **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 the individual concerned has been counseled with and given the opportunity to correct the deficiency or deficiencies and the areas of unsatisfactory work performance identified, discussed, and documented. The procedures prescribed by the Public Education Department pertaining to supervision and correction of unsatisfactory work performance will be followed.

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 91 days of full-time teaching can be counted as a full year of teaching experience. A minimum of 24 credit hours of verified teaching experience at the post-secondary level could be counted as one full year of teaching experience on the teacher salary schedule. Experience will not be granted for less than 24 credit hours. Increments of 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 January 1, 1989, no military experience will be granted to teachers employed or re-employed following more than one year's absence. Experience granted for active military service to teachers employed before December 30, 1988, will continue as verified.

Notification of changes in level of licensure is the responsibility of the licensed instructor and due by September 1 of each school year.

### **Overload Pay**

Teachers who work overloads (as defined below) shall receive an increased salary for that school year only. Overloads shall be paid as described below. Overload pay shall not be considered to be part of base wages.

An overload is defined as class time assigned above and beyond the normal schedule of instructional classes and conference, prep period per day. An overload stipend will be paid at \$2,500 per section per semester.

### **Curriculum Planning Projects And Other Projects Of Employment**

When mutually agreed between the District and a teacher, curriculum development work and staff development work performed outside of the teacher workday shall be compensated at the rate of twenty dollars (\$20.00) per hour.

### **Substitute Pay**

1. When a teacher substitutes for another teacher during his/her preparation time or lunch hour, he/she shall be compensated at a rate of twenty dollars (\$20.00) per hour. When a teacher substitutes for another teacher for one-half an instructional day, he/she will be compensated at a flat rate of fifty dollars (\$50.00). When a teacher substitutes for another teacher for a full instructional day, he/she will be compensated at a flat rate of one-hundred dollars (\$100.00).
2. Timecards will be used and must be signed by the principal and include the absent teacher name, the amount of time the teacher provided instruction to additional students and if the students were the entire class or a portion of the class.

## **8:08 Retirement**

Employees are automatically members of the Educational Retirement Program. State statutes regulate both program and benefits. (For further information on retirement, contact the Educational Retirement Board in Santa Fe, NM at 1-505-827-8030.)

The New Mexico Educational Retirement Board (NMERB) manages the Defined Benefit retirement plan for all public New Mexico educational employees. You are an active NMERB member when you work more than 25 percent of a Full Time Equivalent (.25 FTE) for any New Mexico public school (including charters), universities, junior, colleges, technical vocational schools, and some State Agencies that provide an educational program.

Members who earn less than \$24,000 per year pay 7.9 percent. Members who earn more than \$24,000 per year pay 10.7 percent. Employers pay 18.15 percent per year for every employee.

Retirement paperwork must be submitted 90 days from last day of employment.

## **PART 9: CLASSIFIED AND HOURLY STAFF**

It shall be the policy of the District to employ and retain the best qualified personnel. This will be accomplished by giving careful consideration to qualifications and by providing competitive salaries within the financial capabilities of the District, adequate facilities, and good working conditions. Volunteers are to have background checks in accord with this policy.

Recruitment of support staff personnel is the responsibility of the Superintendent. Other members of the administration and supervisory staff will assist as responsibilities are delegated by the Superintendent.

The Board adopts the following general criteria and procedures, which shall be utilized in the selection process for initial employment:

- There will be no discrimination in the hiring process due to race, color, religion, sex, sexual orientation, age, national origin, or disability of an otherwise qualified individual.
- Candidates for all positions shall be able to perform the duties of their position job descriptions.
- Each applicant shall be required to provide fingerprint cards or electronic fingerprints upon being offered employment for purposes of obtaining a criminal history background record before finalization of employment.
- Each candidate shall be requested to complete a consent-and-release form regarding conduct of a background investigation.
- A "background investigation" - consisting of communication with the applicant's (or employee's) former employer that concerns education, training, experience, qualifications, and job performance for the purpose of evaluation for employment - shall be conducted on each individual to be considered for a recommendation of employment. Forms developed for this purpose are to be used.

In addition to the requirements in this policy and those of the fingerprint policy which follows, the District shall follow 6.41.4.9 NMAC M through S for the purposes indicated below. That part of the New Mexico Administrative Code shall be incorporated in this policy by reference.

- Commercial Driver's License (CDL) pre-employment screening.
- Returning CDL pre-employment screening.
- School owned activity driver pre-employment screening.

GDF - Support Staff Hiring

GDG - Part-Time and Substitute Support Staff Employment IJOC - School Volunteers

### **9:01 Conditions Of Employment**

The classified employee is required to provide the following to the Human Resources Office:

*Transcripts:* A copy of high school diploma or GED must be on file. An official copy of college transcripts must be provided (when applicable).



*Immigration & Naturalization Employment Eligibility Verification (I-9) Form*: Completed form provided by Human Resources Office and must provide proper identification as required by Federal Law within three (3) working days.

If at any time a question should arise on the mental competency or physical ability of a school employee to perform the assigned responsibilities, the school will require a complete examination by a school-appointed doctor at the direction of the Superintendent. This service will be financed by the school.

### **Regular Workweek**

A regular work week is forty (40) hours or less. The regular work week is five (5) consecutive days unless the immediate supervisor assigns the employee to a different work schedule. This section shall not be construed as a guarantee or limitation on the number of hours per day or hours in a work week which may be scheduled or required by the District.

A regular full-time workday is seven and one-half (7 ½) hours or less, excluding lunch time. Because of different schedule requirements, employee's starting, lunch, and finishing times may vary in different assignments and locations. The employee's immediate supervisor will schedule working hours and lunch periods.

Time cards (reports) shall cover one (1) workweek and shall be completed at the close of each work day.

Employees shall record their starting time, time out for lunch, time in from lunch, quitting time, and total hours worked for each work day.

Employees are not permitted to sign in or commence work more than fifteen (15) minutes before their normal starting or to sign out or stop work later than fifteen (15) minutes after their normal quitting time without the prior approval of the school administrator/supervisor.

All employee time records shall be verified and signed by the school administrator/supervisor.

Reporting another employee's time or falsifying one's own time is prohibited and may be grounds for disciplinary action including termination.

### **Additional Hours and Overtime**

Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time over forty (40) hours per week does not include sick, vacation, holiday, or personal leave time. The reason for overtime must be indicated. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:01 a.m. on Saturday and ending at 12:00 midnight the following Friday. Overtime work is discouraged, and all overtime must have prior approval by the Superintendent or his/her designee.

Approval: In order for an employee to work beyond his/her contract hours in any week, prior approval must be obtained from the immediate supervisor. Exceptional cases requiring overtime may be approved after the overtime is worked when all administrators/principals/immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, the community or District property.

## **Leaves And Absences (See Leaves All Employees)**

### **Non-School Employment**

Classified employees may not hold another job that interferes with employment with Hobbs Municipal Schools. Under no circumstances should work be performed for any other employer during the employee's regularly scheduled work schedule for Hobbs Municipal Schools.

### **Compensatory Time Off**

Such leave shall include any and all leave, compensatory time or any other paid for time off available to the employee before the imposition of unpaid leave time. In lieu of overtime pay, employees may, at their option, choose to receive compensatory time off. Compensatory time off may be taken by mutual agreement between the employer and the employee. One and one-half (1.5) hour of compensatory time off will be granted for each one (1) hour of work above forty (40) hours per week. Time over forty (40) hours per week does not include sick, vacation, holiday or personal leave time.

The Superintendent may authorize up to fourteen (14) days of leave for the victim abuse purposes indicated above.

Compensatory time off shall be taken during the following pay period or workweek in which it was earned unless the use of compensatory time off would unduly disrupt the operations of the District. In the event the supervisor determines compensatory time off during the week following the week it is earned would be unduly disruptive to the operations of the District, such compensatory time off may be taken as soon as is reasonably possible thereafter.

This overtime compensation plan does not apply to exempt employees or to volunteers.

### **Lunch**

All employees are required to take a lunch or meal break. Exceptions may be made for lunch periods per a voluntarily signed and written agreement between the employee and administrator.

### **9:02 Professional Development Days**

The District recognizes the importance of staff development that is designed to enhance professional knowledge, skills and dispositions to meet job responsibilities and positively impact the achievement of the District's mission. Therefore, all staff members are required to attend all professional development days related to their position in the District. Personal days and sick days shall not be granted on professional development days without unique and unavoidable cause.

### **9:03 Assignments, Vacancies And Transfers**

The Superintendent will determine all support staff assignments. Such assignments shall be based on the needs of the District.

#### **Job Posting**

When a position becomes vacant or a new position is created, notice of such available position may be posted via the FastTrack system. The District retains the right to fill vacant positions at its discretion during the posting and selection period. External vacancies will typically be posted via the FastTrack system.

#### **Interviews and Selection Process**

Transfers or promotions to another job or job classification shall be determined at the discretion of the District. The District retains the right to select the most qualified applicant for any position based upon stated job duties (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job duties). The term applicant refers to both internal candidates and external candidates for the position.

The District shall determine the timing and whether or not to grant the transfer request. The District may choose not to grant a transfer request if it would not be in the best interest of the District to do so. Decisions made by the District regarding transfers will not be subject to the grievance procedure.

#### **Transfers**

The transfer of support staff members will be based on the needs of the District. Assignments may be changed to serve the best interests of the District.

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.

It shall be the policy of the Board that personnel be assigned on the basis of their qualifications, the needs of the District, and their expressed desires. When it is not possible to meet all three (3) conditions, personnel shall be assigned first in accordance with the needs of the District, second where the Superintendent determines the employee is most qualified to serve, and third as to expressed preference of the employees.

The Superintendent shall have the responsibility for the assignment of all personnel throughout the District.

The resolution of any conflicts over the need for a transfer shall be based on what is best for the instructional program, the needs of the students, and the overall needs of the District as defined by the Superintendent.

#### **Involuntary Transfers**

When the District determines that an involuntary transfer of an employee is necessary, the District reserves the right to transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a notice.

### **9:04 Supervision and Evaluation**

The primary purpose of evaluation is to provide continuous improvement in the quality of service to the community/students/staff of the District. All support personnel shall be evaluated by the appropriate supervisor or administrator.

A written evaluation of effectiveness of each support staff member shall be completed during the first year of employment and not later than ninety (90) days after the first day of work.

A second first-year evaluation will be not later than the anniversary date of employment.

At least once each year thereafter, an evaluation will be conducted. The evaluation will be used to increase job proficiency and for recommending continued employment.

### **9:05 Reasons for Reduction in Force**

The number and type of support staff positions required to implement the District's educational program will be determined annually by the Board after recommendation from the Superintendent. In the event the Board decides to release support staff members, the following guidelines will be in effect:

- Normal attrition due to terminations will be relied upon as the first means of reducing the staff.
- If attrition does not accomplish the required reduction in the staff, the Superintendent shall submit to the Board recommendations for the termination of specific staff members. The criteria used in formulating these recommendations shall include, but shall not be limited to:
  - Qualifications of staff members to accomplish the District's program.
  - Overall experience, training, and ability.
  - Past contributions to the program of the District.
  - All other factors being equal, length of service in the District.

Criteria for selection of staff members to be released will be applied separately to employees within specialty categories.

Personnel to be laid off for the ensuing school year shall be notified of such layoff as soon as practical.

### **9:06 Resignation of Support Staff Members**

Employees voluntarily terminating their service with the District are expected to give advance notice of not less than ten (10) working days. This notice should be submitted to the supervisor in writing and should specify both the last day of work and the reason for terminating. Authorized unused vacation credit will be paid to employees with the last paycheck. The following is to be completed:

1. Letter of Resignation
2. Exit Interview Form
3. Retirement Refund (if desired)
4. Insurance (Stop Date, Cobra Notification)
5. Change of Address for W-2

## **9:07 Discipline, Suspension, Termination And Discharge Of Support Staff Members**

All newly hired employees shall be on probation for a period of one full school year from the date of hire.

Unless limited by the provisions of a collective bargaining agreement or by other statutory provision, a public employer may:

- direct the work of, hire, promote, assign, transfer, demote, suspend, discharge or terminate public employees;
- determine qualifications for employment and the nature and content of personnel examinations;
- take actions as may be necessary to carry out the mission of the public employer in emergencies; and

*For purposes of this policy:*

- "Terminate" means, in the case of a noncertificated school employee, the act of severing the employment relationship with the employee.
- "Working day" means every calendar day, excluding Saturday, Sunday or legal holiday.
- "Administrative leave" means the assignment of an employee to the employee's home to await further instructions pending the outcome of an investigation or inquiry into the actions of the employee in order to avoid interference in the inquiry. The use of "administrative leave" is not a disciplinary action.

### **Categories of Misconduct**

Staff members may be disciplined for infractions that include, but are not limited to, the following categories:

Absence without leave	Insubordination	Abuse of leave	Neglect of duty
Alcohol or drug impairment		Unauthorized possession of a weapon on school grounds	
Child abuse or molestation		Discourteous treatment of the public	
Unauthorized use of school property	Dishonesty		Unlawful conduct
Excessive absenteeism	Use of illegal drugs		Fraud in securing employment
Violation of a directive of a supervisor	Improper attitude		Incompetence or inefficiency
	Violation of a District policy or regulation		

**General Provisions** for Discipline are as follows:

*Informal consultation.* Nothing contained herein will limit a supervising administrator's prerogative to engage in informal consultation with an employee to discuss matters of concern related to the employee's performance, conduct, etc.

*Persons authorized to impose discipline.* Any supervising licensed administrator who is the immediate or primary supervisor of a staff member is authorized to impose a penalty or penalties, short of termination.

*Administrative discretion.* In adopting these policies/procedures, it is the intention of the District that they be interpreted and applied in a reasonable fashion. The policies are not intended to restrict or eliminate the discretion traditionally afforded to supervising administrators to determine whether discipline is appropriate.

Administrators are therefore directed to continue to use reasonable discretion in determining whether a particular alleged violation merits discipline.

*Right not to impose discipline.* The District reserves the right not to discipline a staff member for conduct that violates this policy.

*Additional reasons for discipline.* A staff member may be disciplined for conduct that has occurred but that, at or near the time of misconduct, was not the subject of or identified as a reason for a specific proceeding under this policy.

*Amendments.* The District reserves the right to amend this policy in any way at any time. Any amendment shall have prospective application only.

*Severability.* If any provision of this policy is held to be invalid for any reason, such action shall not invalidate the remainder of this policy. If any provision of this policy conflicts with any provisions in any other policies adopted by the District, the provisions of this policy shall prevail.

### **Minor Discipline**

Minor disciplinary action includes, without limitation thereto, removal from the grounds, written warning, written reprimand, or suspension. Minor disciplinary action shall be imposed by the staff member's administrative supervisor upon informing the employee of any violations of state or federal statutes, policies, rules or the New Mexico code of ethics and offering a hearing and opportunity to express the employee's side of the issue before implementing the disciplinary action. The disciplinary action shall be confirmed in writing to the employee. The discipline may only be appealed to the next level of administration. The hearing procedure shall be as follows.

#### *Step 1 - Notice and Hearing:*

Upon the supervising administrator's determination of the existence of cause to impose discipline, the supervising administrator shall notify the staff member of intent to impose discipline, the conduct or omission on the part of the staff member that constitutes the reason for discipline, and provide the employee an opportunity to explain the employee's side of the issue. A reasonable effort to determine the circumstances of the incident will be made. The discipline may be imposed immediately or following any further investigation.

#### *Step 2- Decision (in writing):*

At the hearing, or within seven (7) working days following the hearing, the supervising administrator shall inform the employee in writing of the disciplinary action, if imposed and summarize the discussion at the hearing.

## **Appeal of Minor Discipline**

A staff member who wishes to object to a minor disciplinary action shall submit a written appeal request to the supervisor's superior within five (5) work days of receiving notice of the disciplinary action. Failure to request the appeal in the time frame indicated will be considered acceptance of the discipline imposed. The discipline shall be suspended if the appeal is timely made. The appeal shall specifically describe the part of the determination with which the staff member disagrees, such as:

- Determination was founded upon error of construction or application of any pertinent regulations or policies.
- Determination was unsupported by any evidence as disclosed by the entire record.
- Determination was materially affected by unlawful procedure.
- Determination was based on violation of any statutory or constitutional right.
- Determination was arbitrary and capricious.
- The penalty was excessive.

The appeal shall be based on the staff member's submission as listed above and the summary of the hearing made by the supervisor. The supervising administrator, the Superintendent, or, when appropriate, the Governing Authority may, at the conclusion of the appeal, uphold the discipline, modify the decision, or refer the matter back to the level from which it was appealed for rehearing and additional information. Such decision, along with specific direction as to the effective date of any discipline, shall be communicated to the staff member within a reasonable amount of time following the appeal, not to exceed seven (7) working days. The decision upon appeal is final for all minor disciplinary actions.

## **Termination Pursuant to 22-10A-24 NMSA (1978)**

The following procedures will be used to impose any termination permitted under 22-10A-24 NMSA (1978) except that it does not apply to:

- A noncertificated school employee employed to perform primarily District-wide management. (22-10A-26 NMSA)

### *Step 1 - Notice:*

- Upon the Superintendent's determination of the existence of cause to terminate, the Superintendent shall notify the staff member of intent to terminate. The notice shall be in writing and shall be delivered in person or by first-class mail. The notice shall include the following:
  - The statement that the employee has the right to request written reasons for the decision to terminate and such reasons shall be provided within five (5) working days of such request.
- The reasons shall not be publicly disclosed by the administration or Governing Authority. A local Board may terminate a non-licensed school employee with less than one (1) year of employment for any reason it deems sufficient.
  - For a non-licensed school employee who has been employed for more than one (1) year the following appeal procedure shall apply.

### *Step 2-3 Appeal Requirements and Content:*

- Termination may be appealed to the Governing Authority by a non-licensed school employee who has been employed for more than one (1) year by making a request to the Superintendent within five (5) working days of the date of receipt of the notice of termination requesting reasons for the termination decision and a meeting with the Governing Authority.
  - The appeal shall be granted if the employee responds to the Superintendent in writing within ten (10) working days of receiving the reasons for termination with the following information:
    - A statement of contention that the employee believes the decision is without just cause.
    - A brief statement of the reason(s) why the staff member believes the decision is without just cause.
    - A statement of the facts that the employee believes support this contention.

### **Representation**

In the event any employee is called to a meeting with representatives of the District for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances which may lead to discipline or discharge, the employee has the right to request representation. In the event the employee chooses to have representation, the meeting may be delayed, at the discretion of the District, until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

### **Disciplinary Materials**

Copies of any disciplinary material(s) shall be provided to the employee when such material is placed in an employee's personnel file. The employee shall have the opportunity to reply to such materials and affix his/her reply to said material.

### **Termination of Employment**

The employment relationship between the District and any employee is terminated:

- A. If the employee is discharged pursuant to the terms of this Handbook.
- B. If the employee quits his/her employment.
- C. If the employee fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis.
- D. If the employee retires.



## **9:08 Wages Compensation and Expenses**

### **Wage Schedule – Employee Classifications**

All wage schedules are provided to employees and available on <http://hobbsschools.net/> .

### **New Employee Wage Schedule Placement**

The District will assign an initial salary to employees upon hire. Upon hire, classified employees are granted up to 7 years of experience associated with the position hired, to be included when considering placement on the salary schedule.

### **Rate of Pay upon Promotion/Transfer**

Whenever an employee is promoted to a new higher paid classification, he or she will be placed at the pay rate that gives the employee the wage most appropriate with district employment experience and the position duty. An employee who is involuntarily transferred to a lower paid classification shall retain her/his pay rate for the remainder of the year. The next contract will reflect the appropriate rate of pay for years of experience in the new position. Upon voluntary transfer to a position in the same job classification, the employee shall retain her/his pay rate. Upon voluntary transfer to a position in a lower job classification, the employee shall be moved to the applicable lower salary consistent with the definitions of the classification.

## **9:09 Insurance**

All insurance information is found within Part 4 of the Handbook. Information regarding the insurance plans may be found on the District website.

## **9:10 Retirement**

Employees are automatically members of the Educational Retirement Program. State statutes regulate both program and benefits. (For further information on retirement, contact the Educational Retirement Board in Santa Fe, NM at 1-505-827-8030.)

The New Mexico Educational Retirement Board (NMERB) manages the Defined Benefit retirement plan for all public New Mexico educational employees. You are an active NMERB member when you work more than 25 percent of a Full Time Equivalent (.25 FTE) for any New Mexico public school (including charters), universities, junior, colleges, technical vocational schools, and some State Agencies that provide an educational program.

### *Contribution Rate Schedule*

Members who earn less than \$24,000 per year pay 7.9 percent. Members who earn more than \$24,000 per year pay 10.7 percent. Employers pay 18.15 percent per year for every employee.

## **9:11 Paid Time Off**

**Holidays** - Please refer to Part 6: Leaves-All Employees.

## **9:12 DISTRICT SUPPORT STAFF**

### **Custodians**

Unless otherwise provided in the initial hire letter, custodians are responsible for working twelve (12) months per year on all normal workdays, absent any approved paid or unpaid time off. The normal workday shall be eight (8) consecutive hours in length in addition to at least one-half (1/2) hour duty free lunch. Lunch time will be provided within the eight (8) hour work day for second and third shift employees.

### ***Vacation Selection***

The vacation year shall be between July 1 and June 30. Vacation regulations will be provided by the administration on a yearly basis. Vacation shall be approved on a first come, first served basis, or with administration's discretion.

### **Nutritional Services**

The school nutrition service work year will include all student days in the assigned building during which breakfast or lunch is served. School nutrition service employees may be required to work prior to the start of school for training and set up and may be required to work extra days at the end of the school year for cleaning and shut down.

### **Paraprofessional Aides**

Paraprofessional aides work all student days in the building at which the paraprofessional aide is assigned.

Playground, lunch and bus supervision may be part of the paraprofessional aide's normal working hours. However, if the assignment, professional development or training is in addition to the normal working hours, the rate of pay shall be \$15.00 per hour.

Requests for paraprofessionals to substitute shall be made only in emergency situations when it is not possible to obtain a regular substitute or when the principal deems it necessary for educational purposes. Any paraprofessional that who does substitute shall be allowed adequate time to complete unfinished work resulting from the absence from their regular assignment due to substituting.

Paraprofessionals who are assigned educational duties as a licensed teacher for one-half an instructional day will receive an additional \$10.00 per day above his/her appropriate contract pay. Paraprofessional who are assigned educational duties as a licensed teacher for a full instructional day will receive an additional \$20.00 per day above his/her appropriate contract pay.

Paraprofessionals who are assigned secretarial duties will not receive any additional compensation.

### **Secretaries**

The work year for ten-month (10) employees shall consist of 205 days. The days shall occur in the months between July and June. The days shall include the contracted holidays

The work year for full-time eleven (11) month employees shall consist of 215 days. The days shall include the contracted holidays.

The work year for twelve-month (240) employees shall consist of all normal workdays, excluding the contracted holidays.

Full-time secretarial/clerical employees shall work 8 hours per day on all days when teachers are required to be on duty. Individual positions may have different hours based on need.

## **PART 10: EXTRA-CURRICULAR STAFF**

Employees shall assume responsibility for the supervision of the extra-curricular activities that are included in their assignment. Such activities shall be governed according to the following guidelines:

- A. Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant.
- B. The stipend for extra-curricular activities shall be specified on an annual contract.
- C. The assignments shall not be deemed a contract, and individuals holding extra-curricular positions are at-will employees.

**Payments** for extra-curricular activities shall be made in accordance with District payroll procedures during the time of the activity.

**Evaluation:** Individuals holding extra-curricular assignments shall be evaluated in the manner and frequency that their supervisor deems appropriate.

### **Volunteers**

Volunteers can make many valuable contributions to the students and educational programs of the District. A volunteer program is approved subject to suitable rules, safeguards, and regulations as developed by the Superintendent.

In order to protect the safety and security of children and school staff, any volunteer given access to students without the presence (line of site view) of a licensed staff member shall have a background and criminal history check, with the results received prior to allowing the volunteer such access. The volunteer may be required to pay the cost of obtaining criminal history records. Volunteer applicants must submit to a background investigation by completing an application form and background consent form in accord with current District policy. If a background check conducted from these criteria fails to return all necessary information, a background check using fingerprints may be conducted.

Volunteers are to be made aware of and comply with all District policies and procedures relevant to the performance of volunteer duties including but not limited to conduct, privacy, discipline, supervision and ethics. Each volunteer will be provided with a job description of duties, time requirements and qualifications, and be provided training, supervision and evaluation.

This policy shall not apply to:

- adults who visit a school but have no ongoing individualized interaction with a student or students, including, but not limited to, adults who have been invited to speak to a class or assembly, to judge academic competitions, to give a musical performance, or to participate in a sponsored program;

- a parent or legal guardian who is accompanying his or her child's class on a one (1)-day field trip or on another type of occasional extra-curricular activity that does not involve an overnight stay.
  - A. Volunteers will not be eligible for salary/wages, stipend, or benefits;
  - B. Volunteers will be covered by the District's general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District's liability insurance policy for claims made against volunteers by other volunteers or District employees;
  - C. Volunteers will be responsible for their own personal injuries (i.e., ineligible for worker's compensation);
  - D. Volunteers must follow all District activity and athletic policies and procedures and other District policies as applicable;
  - E. Volunteers accept direct and indirect supervision of the head coach;
  - F. Volunteers may be dismissed at any time without cause; and,
  - G. Hourly employees may not volunteer for an extra-curricular activity that is regularly occurring or is substantially similar to the job held during the normal work day.

## **PART 11: SUBSTITUTE STAFF**

Substitute teachers will be employed through Hobbs Schools. The District retains the ability to directly employ permanent building substitutes and long-term substitutes. A substitute must have a degree, a high school diploma, or equivalent. All substitute support staff shall have the necessary license and/or permit required by state law to serve in the substitute assignment.

### **Long-Term Substitute Assignment**

1. When a substitute is assigned for more than thirty (30) consecutive days in the same specific position, then the long-term rates apply retroactive to the first day, unless the long-term nature of the assignment is known in advance, in which case payment will begin on the first day.
2. Responsibilities of the long-term substitute teacher shall be the same as the regular classroom teacher.
3. If a substitute teacher is anticipated to work at least 90% of the school year in the same position, then the substitute teacher will be eligible for health insurance. Substitute or replacement teachers shall not be eligible for health insurance during the months of July and August, unless hired as a permanent teacher for the following school year.

Substitute teachers are casual/daily employees and therefore have no expectation of continued employment. As such, substitute teachers may be disciplined or discharged for any reason without recourse to the grievance procedure. Substitute teachers may also be removed from the substitute call list at the discretion of the District.

### **Training and Evaluation**

Suitable programs of training, orienting and evaluating the work of substitute support staff may be provided by the instructional staff and/or the District as appropriate.

### **Assignment and Professional Responsibilities**

- A. Assignments: Substitutes may be assigned through the AESOP system. Assignments may be cancelled at the discretion of the District.
- B. Policies: School Board policies are available to the substitute on the District website.
- C. Notifying/Declining Daily Substitute Call:
- D. A substitute may refuse a daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute staff list if the substitute demonstrates a pattern or practice of declining assignments.
- E. Responsibilities: The responsibilities and duties of substitutes shall be consistent with the regular employee's responsibilities and duties for whom they are substituting.
- F. Substitute Day: The substitute's length of service will be determined by the District.

- G. Compensation/Daily Rate: Substitute employees shall receive compensation for services rendered as determined by the District.
1. High School and GED- \$105
  2. Bachelor's- \$115
  3. Teacher Certified- \$120
  4. Long-Term Substitutes- \$125

**Miscellaneous Provisions**

- A. Professional Development: Each substitute may be required to participate in new employee orientation or professional development day programs in the schools. Substitutes shall be paid at their applicable rate for professional development participation if the District requires them to attend.
- B. Duty Free Lunch: All substitutes shall be provided breaks and lunch periods consistent with the support staff person that the substitute is replacing.

# APPENDIX

## HOBBS MUNICIPAL SCHOOLS

### NEPOTISM CHART

#### **CONSANGUINITY –**

*Blood Relation to Employee*

<u>1<sup>st</sup> Degree</u>	<u>2<sup>nd</sup> Degree</u>
Father	Uncle
Mother	Aunt
Sister	Niece
Brother	Nephew
Daughter	Granddaughter
Son	Grandson
	Grandfather
	Grandmother
	First cousin

#### **AFFINITY -**

*Relationship by Marriage to Employee (Ex-spouses, in-laws, etc., NOT included)*

<u>1<sup>st</sup> Degree</u>
Husband
Wife
Son-in-law
Daughter-in-law
Brother-in-law
Sister-in-law
Mother-in-law
Father-in-law

#### **Permittable Leave for 1<sup>st</sup> and 2<sup>nd</sup> Degree Consanguinity and 1<sup>st</sup> Degree Affinity:**

Sick Leave Days

Vacation Days (**12 –month employees only**)

Personal Days – **Dock from pay**

Death/Illness Days –**Dock from pay**

*(Certified-Substitute Pay – Classified – 1/3 of Daily Rate)*

*(Details of close relationship must be included in the request)*

#### **CONSANGUINITY**

<u>3<sup>rd</sup> Degree</u>
Great-Uncle
Great-Aunt
Great-Niece
Great-Nephew
Great-Granddaughter
Great-Grandson
Great-Grandmother
Great-Grandfather
Second cousin

#### **AFFINITY**

<u>2<sup>nd</sup> Degree</u>
Spouse's Uncle
Spouse's Aunt
Spouse's Niece
Spouse's Nephew
Spouse's Grandfather
Spouse's Grandmother
Spouse's First Cousin
Grandson-in-law
Granddaughter-in-law

#### **Permittable Leave for 3<sup>rd</sup> Degree Consanguinity and 2<sup>nd</sup> Degree Affinity:**

Vacation Days – (**12-month employees only**)

Personal Days – **Dock from pay**

Death/Illness Days – **Dock from pay**

*(Certified-Substitute Pay – Classified – 1/3 of Daily Rate)*

*(Details of close relationship must be included in the request)*

# **HOBBS MUNICIPAL SCHOOLS DISTRICT COMPUTING AND INTERNET ACCEPTSABLE USE**

## **POLICY**

### **A. Purpose**

1. The Hobbs Municipal School District is providing its employees and students (“users”) with access to computing equipment, systems and local network functions such as District e-mail and the Internet.
2. This access has a limited education purpose for students and is to facilitate employees’ work productivity.

### **B. Access rights and privileges**

1. The School District has the right to place reasonable restrictions on the use of equipment, resources and material students and employees access or post through the system. Students and employees are also expected to follow the rules set forth in the District’s rules and regulations governing conduct, disciplinary code, and the law in their use of the District’s equipment and network. This access has not been established as a public access service or a public forum. All access and rights are privileges granted by the District, and users should expect no privacy rights.
2. All District employees and students will have access to the Internet through the District’s private network. Parents may specifically request that their children not be provided such access by notifying the District in writing.
3. No student will be given or have access to District-provided e-mail.
4. Guests/contractors are not automatically eligible for a District e-mail account. E-mail or network access accounts may be granted if directly sponsored by a District administrator.

### **C. Unacceptable Uses**

1. Users may not use the District’s private network to access material that is profane or obscene (pornography of any kind), that advocates illegal acts, or that advocates violence or discrimination towards other people (hate literature).
2. Users may not post personal information on the Internet about themselves or other people. Personal contact information includes address, telephone, school address, work address, pictures or video bites, clips, etc.
3. Users may not attempt to gain unauthorized access to any computer system. This includes attempting to log in through another person’s account or access another person’s files. These actions are illegal, even if only for the purposes of “browsing”, “snooping”, or “electronic discovery”.
4. Users may not deliberately disrupt or harm hardware or systems, interfere with computer or network performance, interfere with another’s ability to use equipment and systems, or destroy data.
5. Users may not use the District’s private network to engage in illegal acts, such as threatening the safety of another person, accessing or sharing unauthorized copyrighted music, movies, and other intellectual property, etc.
6. Users may not utilize peer-to-peer file-sharing applications or execute programs to facilitate the downloading or exchange of copyrighted or unauthorized music, movies, and other materials.
7. Users may not use the District’s private network to solicit information with the intent of using such information to cause personal harm or bodily injury to another or others.
8. Users may not post information that could endanger an individual, cause personal damage or a danger of service disruption.
9. Users may not knowingly or recklessly post false or defamatory information about a person or organization.
10. Users may not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users.
11. Users may not indirectly or directly make connections that create “backdoors” to the District, other organizations, community groups, etc. that allow unauthorized access to the District’s network.



12. Users may not use obscene, profane, lewd, vulgar, rude, inflammatory, hateful, threatening, or disrespectful language.
13. Users may not engage in personal attacks, including prejudicial or discriminatory attacks. Users may not harass another person. Harassment is persistently acting in a manner that distresses or annoys another person.
14. Users may not re-post a message that was sent to them privately without permission of the person who sent them the message.
15. Users may not forward or post chain letters or engage in “spamming”. Spamming is sending an annoying or unnecessary message to a large number of people. Users also must refrain from abusing e-mail distribution lists. Acts of abuse include, but are not limited to: forwarding non-school/work related e-mails, advertising and solicitation.
16. Users will not install or reproduce unauthorized or unlicensed software on District resources.
17. Users may not plagiarize works that they find on the Internet or other resources.
18. Users may not use technology resources and Internet for private business activities or unreasonable personal use.
19. Users may not use the District’s private network for political lobbying.
20. Students will not download files unless approved by their teacher.
21. Users may not use any type of Internet proxy service or proxy server to bypass district filters.

#### **D. System Security Obligations**

1. Users are responsible for the use of their individual access account(s) and should take all reasonable precautions to prevent others from being able to use their account(s), including coworkers, friends, or family. Under no conditions should a user provide his/her password to another person.
2. Attempts to log on to the District’s private network or any other network as a system administrator is prohibited.
3. Any user identified as a security risk or having a history of violating this or any other Acceptable Use Policy may be denied access to the District’s private network.
4. Users will avoid the inadvertent spread of computer viruses.
5. Users should immediately notify a teacher or system administrator of any possible security problem.
6. Students will promptly disclose to their teacher or other appropriate school employee any message received that is inappropriate.
7. Users may not connect unauthorized wireless devices to the District network. Wireless devices include, but are not limited to: wireless access points, wireless routers or any type of wireless gateway device.

#### **E. Filtering**

1. As required by law and in recognition of the need to establish a safe and appropriate computing environment, the District will use filtering technology to prohibit access to the degree possible, to objectionable or unsuitable content that might otherwise be accessible via the Internet.

#### **F. Due Process**

1. The School District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to any illegal activities conducted through the District’s private network.
2. In the event there is an allegation that a student has violated the District Acceptable Use Policy, disciplinary actions may be taken.
3. Employee violations of the District Acceptable Use Policy will be handled in accordance with law, School Board Policy or collective bargaining agreement(s), as applicable.

## **G. Administration**

1. Computer Aided Instruction has the responsibility and authority for the development publication, implementation and ongoing administration and enforcement of the processes and techniques required to protect the Hobbs Municipal School District's technology systems and services from unauthorized access, loss, or misuse.
2. School principals have the responsibility to establish a plan to ensure adequate supervision of students. They are also responsible for interpreting and enforcing this policy at the local level.
3. Local management has the responsibility to enforce and interpret this policy.

## STAFF ETHICS

### (Statement of Ethics for School Employees)

We, professional educators of New Mexico, affirm our belief in the worth and dignity of humanity. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard as essential to these goals the protection of freedom to learn and to teach with the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards. We acknowledge the magnitude of the profession we have chosen and engage ourselves, individually and collectively, to judge our colleagues and to be judged by them in accordance with the applicable provisions of this code.

**Principle I: Commitment to the student.** We measure success by the progress of each student toward achievement of their maximum potential. We therefore work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding and the thoughtful formulation of worthy goals. We recognize the importance of cooperative relationships with other community institutions, especially the home. In fulfilling our obligation to the student, we:

- deal justly and considerately with each student;
- encourage the student to study and express varying points of view and respect the student's right to form their own judgment;
- conduct conferences with or concerning students in an appropriate place and manner;
- seek constantly to improve learning facilities and opportunities.

**Principle II: Commitment to the community.** We believe that patriotism in its highest form requires dedication to the principles of our democratic heritage. We share with all other citizens the responsibility for the development of sound public policy. As educators, we are particularly accountable for participating in the development of educational programs and policies and for interpreting them to the public. In fulfilling our obligations to the community, we:

- share the responsibility for improving the educational opportunities for all;
- recognize that each educational institution has a person authorized to interpret its official policies;
- acknowledge the right and responsibility of the public to participate in the formulation of educational policy;
- evaluate through appropriate professional procedures conditions within a district or institution of learning, make known serious deficiencies and take action deemed necessary and proper;
- assume full political and citizenship responsibilities, but refrain from exploiting the institutional privileges of our professional positions to promote political candidates of [or] partisan activities;
- protect the educational program against undesirable infringement and promote academic freedom.

**Principle III: Commitment to the profession.** We believe that the quality of the services of the education profession directly influence[s] the future of the nation and its citizens. We therefore exert every effort to raise educational standards, to improve our service, to promote a climate in which the exercise of professional judgment is encouraged, to demonstrate integrity in all work-related activities and interactions in the school setting and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, we contribute actively to the support, planning and programs of our professional organizations. In fulfilling our obligations to the profession, we:

- recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative of our profession;
- participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education;
- cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns and those colleagues new to their positions;
- accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities;
- refrain from assigning professional duties to nonprofessional personnel when such assignment is not in the best interest of the student;
- refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues;
- keep the trust under which confidential information is exchanged;
- make appropriate use of the time granted for professional purposes;
- interpret and use the writings of others and the findings of educational research with intellectual honesty;
- maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts;
- respond accurately to requests for evaluation of colleagues seeking professional positions;
- provide applicants seeking information about a position with an honest description of the assignment, the conditions of work and related matters.

**Principle IV: Commitment to professional employment practices.** We regard the employment agreement as a solemn pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. Sound professional personnel relationships with governing boards are built upon integrity, dignity and mutual respect between employees, administrators and local school boards. In fulfilling our obligations to professional employment practices, we:

- apply for or offer a position on the basis of professional and legal qualifications;

- apply for a specific position only when it is known to be vacant and refrain from such practices as underbidding or commenting adversely about other candidates;
- fill no vacancy except where the terms, conditions and policies are known;
- adhere to and respect the conditions of a contract or to the terms of an appointment until either has been terminated legally or by mutual consent;
- give prompt notice of any change in availability of service, in status of applications or in change in position;
- conduct professional business through recognized educational and professional channels.

Adopted: August 17, 2021

LEGAL REF.:

22-10A-2 NMSA

6.60.9.8 NMAC

6.60.9.9 NMAC

CROSS REF.:

GBEB - Staff Conduct

GCQE - Discipline, Suspension, and Dismissal of Professional Staff Members

GDQD - Discipline, Suspension, and Dismissal of Support Staff Members