

Contents

Introduction	3
Mission Statement	5
District Goals	5
Board Members	6
Employment	7
Section 504-ADA	7
Agreement Between Gadsden &AFT Local 4212	8
Work Day/Work Year	9
Transfers	10
Work Schedules	11
Hours on Duty	11
Support Staff Workload	11
Certification	12
Evaluations	12
Staff Development	13
Compensation	14
Payroll Procedure	14
Overtime Compensation	15
Insurance Program	16
Sick Leave Bank	16
Workers' Compensation	16
Unemployment Compensation	17
Absences	17
Leaves	17
Staff Grievances	25
Staff Conduct	29
Dress Code	30

District Substitute Procedure	31
Information on Harassment	32
Reporting Child Abuse	37
Staff Conflict of Interest	37
Political Activities	38
Safety	39
Weapons in School	39
Tobacco Use by Staff Members	41
Use of Technology Resources	42
Inclement Weather Closing	42
Bidding/Purchasing Procedures	42
Personnel Records and Files	43
Resignation of Professional Staff	43
Resignation of Support Staff Members	44
Acknowledgement of Receipt	45

Introduction

The purpose of this handbook is to provide information that will help with questions and pave the way for a successful year. District policies and procedures included have been summarized. If you would like more details on policies and procedures please access them on the website. Ideas for additions/improvements to this handbook are most welcome and may be sent to Barbara A. Browder, PhD, Executive Associate Superintendent for Human Resources at bbrowder@gisd.k12.nm.us.

Gadsden Independent School District

Where two nations, three states and four counties
come together for the good of the children.

The Gadsden Independent School District consists of twenty-three educational facilities and two administrative facilities, educating the children of southern Dona Ana County and Southern Otero county of New Mexico. Covering an area of 1400 square miles, the district educates approximately 14, 200 student in programs stretching from preschool through the 12th grade. With three preschools, fourteen elementary schools, three middle schools and four high schools, the education of the students of southern New Mexico is our primary goal. Welcome to our district, rich in culture and great in education. We hope that your visit will inspire you. We encourage you to visit our schools and administrative facilities to see education in action. The history of education in the Gadsden Independent School District is a long and complicated subject because it involves the history of twenty-three schools, and reaches from El Paso, Texas on the South to the Mesilla and Mesilla Park Districts on the north. It runs the breadth of Dona Ana County east and west. This gives the district a length of approximately forty miles and a width of about twenty-five miles. The western part includes the ranches on the mesa west of the Rio Grande Valley. It also included the ranches east of the Franklin Mountains in earlier days, but today most of these areas have been taken over by the army.

The central part of the district is the fertile Rio Grande Valley, and the entire district lies in the extreme southern end of Dona Ana County, which is also the extreme southern part of New Mexico.

The boundaries of Dona Ana County up until 1851-52 were California on the west, Texas on the east, Texas and Mexico on the south, and Socorro County on the north. New Mexico at that time had only nine counties. Dona Ana was the county seat and is the oldest town in the county. The area east of the Rio Grande was claimed by both Texas and New Mexico, but the

Gadsden Independent School District (con't)

Organic Act of 1850 that created the Territorial Government settled this long-standing controversy. The Federal Government paid Texas \$10,000,000 for her claim and established the eastern boundary of New Mexico where it now stands.

The region south of the Gila and west of the Rio Grande was also in dispute. James Gadsden of South Carolina had been interested in the area a long time for a railroad that would extend to the Pacific Ocean. He was sent to Mexico as a special commissioner with instructions to settle the dispute by buying the disputed region. On December 30, 1853,

Mr. Gadsden and the Mexican government signed a treaty whereby the United States would pay Mexico \$10,000,000 for all the land lying north of a line beginning in the Rio Grande River north of El Paso, Texas in 31 degrees 47 feet north latitude, running west one hundred miles, then south to the one hundred and eleventh meridian and then northwest to the Colorado River, twenty miles below the mouth of the Gila River. This is the present boundary of New Mexico. The Gadsden Independent School District lies partly within this purchase which is the source of its name.

New Mexico had one public school in 1847, but here were a few private schools during the Territorial Period. The reason for this was that New Mexico was sparsely settled with great distances between settlements and even greater distances between families at times. Many of the inhabitants were also very poor. Teachers were few and not very well educated.

In 1856, a law was passed to establish a public school system, but it was repealed because the people opposed it. The population had groundless fears of public education because they were already accustomed to church schools.

The second school law passed in 1860 attempted to make the Justice of the Peace responsible for public education and gave him authority to establish and maintain schools. This law allowed a price of fifty cents per month on each child who attended school and it also made attendance compulsory. This too, met with opposition but remained in force with some modifications for the next thirty years.

In 1863 the legislature made further regulations for the "education of all the children within the limits of this Territory as far as the funds would justify. "The School Law of 1872 was the first effective school legislation passed in New Mexico and proved to be a stimulus for establishing public schools throughout the territory. It appropriated 25% of the property tax for school purposes, levied a poll tax of one dollar a year for each able-bodied man twenty-one years old, and assigned it for school purposes.

-Edith Donaldson

Mission Statement

Policy A

The Gadsden Independent School District will ensure that all students will learn by putting education first. The district will provide quality educational opportunities conducive to learning that will facilitate students' individual goals.

District Goals

- Goal 1.- Raise and maintain high expectations for all students and create/maintain a culture of individual responsibility/accountability that applies to every element within the District.
- Goal 2 - Maintain and improve efforts to increase parental involvement and community relations.
- Goal 3 - Meet the educational needs and develop the interest of the students by ensuring their proficiency in academics, in both written and oral communication skills, providing them with accurate and timely academic advisement and giving them the support and services they need to be career and college ready.
- Goal 4 - Ensure fiscal accountability, maintain timely report requirements, and make sure that the finances and resources of the district support the district goals and provide adequate infrastructure needs.
- Goal 5 - Expand and support programs to improve the district's graduation rate.
- Goal 6 - Encourage all campus administrators to hold teachers accountable for implementing instructional programs with fidelity and establish an outcome-based review process for programs and curriculum development.
- Goal 7 - Promote open communication within the district.

Board Members

(Policy BA, BB, BBA, BBBA, BBBB, BBBC, BBBD)

The Gadsden Independent School District (GISD) functions as an agency of the public. The public schools belong to the people. The people govern the schools under rights guaranteed them under the Constitution and the statutes of the State of New Mexico. The people exercise their responsibility through the elective process. The people elect a school board to represent them as trustees to oversee the use of public funds and policy. The School Board is mindful that the people are the ultimate governors of public education and that the Board is directly accountable to the people through the elective process. The School Board also believes that accountability is a shared responsibility involving the entire school community. Therefore, the School Board affirms these beliefs:

- Students should be educated at home and by the schools so that they learn to hold themselves accountable for their own lives, actions and decisions as maturing members of a democracy. Teachers shall hold all students accountable for achieving within the limits of each student's abilities the objectives of each learning experience.
- The Superintendent shall hold all employees accountable for achieving the objectives directly related to their stated job responsibilities.
- The School Board shall appoint the most capable person available to hold the position of Superintendent and hold him accountable for providing creative professional leadership in all aspects of the School District's program.
- The School Board will be held accountable to make policy and to identify the use of District resources necessary for their achievement.
- The public holds the School Board accountable for maintaining an interest in and a concern for the schools. The School Board shall be held accountable for allocating the resources necessary for the schools and staff to accomplish the goals and objectives of the School District.
- Stakeholders, which include employees, students, parents, business, community members, and higher education have a right and responsibility to be represented in the activities of the district and district leadership, as designated by the superintendent, will develop procedures, processes and structures to assure the meaningful involvement of stakeholders as appropriate in Curriculum/ Instruction, Finance, Student Services, Human Resources and Support Services. The superintendent shall publicize annually the flowcharts and timelines delineating the district processes for these activities.

Adopted: September 24, 2009

CROSS REF.: IJ - Instructional Resources and Materials

KB - Parental Involvement in Education

Board Members Con't

Current board members:

Laura Salazar Flores-President
Daniel Castillo-Vice President
Jennifer Viramontes -Secretary
Claudia J. Rodriguez -Member
Armando Cano –Member

Employment

Policy AC, GBA

NONDISCRIMINATION / EQUAL OPPORTUNITY

The Gadsden Independent School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The persons designated to handle inquiries regarding the Non-Discrimination policies are the Section 504 and Title IX Coordinators, 4950 McNutt Road, Sunland Park, New Mexico 88063, Tel. 575-882-6200.

Adopted: September 24, 2009

LEGAL REF.: 20 U.S.C. 1400 *et seq.*, Individuals with Disabilities
Education Act
20 U.S.C. 1681, Education Amendments of 1972, Title IX
20 U.S.C. 1703, Equal Employment Opportunity Act of 1972
29 U.S.C. 794, Rehabilitation Act of 1973, (Section 504)
42 U.S.C. 2000, Civil Rights Act of 1964, Titles VI and VII
42 U.S.C. 12101 *et seq.*, Americans with Disabilities Act
28-1-2 NMSA *et seq.*

CROSS REF.:

GCQF - Discipline, Suspension, and Dismissal of
Professional Staff Members
GDQD - Discipline, Suspension, and Dismissal of
Support Staff Members
PIHBA - Special Instructional Programs and
Accommodations for Disabled Students
JB - Equal Educational Opportunities
JII - Student Concerns, Complaints, and Grievances
JK - Student Discipline
JKD - Student Suspension/Expulsion
KED - Public Concerns/Complaints about Facilities or Services

Section 504-ADA

The District will provide reasonable accommodation to each employee and qualified employment applicant covered by Section 504 of the ADA unless it would impose an undue hardship on the operation of the program.

Agreement Between Gadsden Independent School District and AFT Local #4212

(Please refer to the District website for the Agreement in it's entirety.)

The Gadsden Independent School District School Board, hereinafter referred to as "Board", hereby recognizes AFT Local #4212, hereinafter referred to as "Federation", as the exclusive representative to negotiate wages, hours, and other terms and conditions of employment to include the impact of instructional and professional decisions made by the employer for all regular non-supervisory teachers and non-supervisory support staff personnel position as stated below pursuant to PELRB Case #309-05.

Employee Rights

1. Bargaining unit employees have the right to form, join, or assist a labor organization. Bargaining unit employees also have the right to not form, not join, or not assist a labor organization.
2. The parties shall not interfere with the right of bargaining unit employees to become members of the Union and shall not discriminate against a bargaining unit employee on the basis of age, gender, race, national origin, religion, creed, physical or mental ability, or union membership or non-membership.
3. The employee has the right to Union representation at any meeting that is disciplinary or investigatory in nature, or that may lead to disciplinary action, or in which a negative evaluation is to be discussed, called by a District representative. An employee, if they ask, will be informed by his/her supervisor or administrator if a meeting is investigatory or disciplinary in nature.
4. An employee has the right to Union representation at any meeting requested by the employee.
5. Any negative criticism concerning the performance or behavior of an employee or an administrator will be made in a private meeting and not in a public setting. Persons who will be allowed to attend these private meetings are:
 - 5.1 The employee, their representative, and the representative's staff.
 - 5.2 Required administrators and their staff.
 - 5.3 Witnesses may be called, but will not be involved in proceedings beyond their testimony.

School Calendar

The approved instructional school calendar is published annually and can be found on the district website: www.gisd.k12.nm.us

Work Day/Work Year

1. For the purpose of this article, the following definitions shall apply:
 - 1.1 "Workday" shall mean any day during which an employee is required to report to work for any purpose.
 - 1.1.1 The support staff employee workday shall be eight hours, with a thirty (30) minute, unpaid, uninterrupted lunch break.
 - 1.1.2 Educational assistants shall have a 7.5 hour workday with a thirty (30) minute, unpaid, uninterrupted lunch break.
 - 1.1.3 The teacher workday shall be continuous 7.5 hours with a thirty (30) minute uninterrupted lunch break.
 - 1.1.4 The ancillary special education workday will be brought before the Union Management Committee at the earliest opportunity. --+
 - 1.1.5
 - 1.2 "Preparation day" shall mean a workday during which a teacher is not assigned instructional duties, but the teacher is participating in professional preparation.
 - 1.3 "In-Service Day" shall mean a workday during which a teacher or educational assistant is not assigned instructional duties, but the teacher is participating in staff development activities.
2. The teacher and educational assistant work year shall be one hundred ninety (190) days.
3. A teacher who is required to extend his/her school day for the purpose of direct instruction of students will be paid at their regular converted hourly rate.
 - 3.1 Those teachers who voluntarily accept a position as tutor, summer school or intersession teacher, or similar position will be paid at a rate of twenty-five (\$25.00) dollars per hour.
4. Licensed personnel will not be required to attend after school events on more than six (6) occasions during a school year. After school events are defined as those in which a teacher leaves the school and returns at a later hour for the event.
5. A support staff employee who works in excess of forty (40) hours within the work week shall be compensated at the rate of one and one-half (1.5) times for each hour of overtime worked. The employee has the option of accepting either financial payment or compensatory time (equal to 1.5 hours of overtime worked) to be taken at a time that is acceptable to both the employee and administration. If a specific time or date is denied the denial will not be arbitrary and the employee will be given a rationale for that decision.
 - 5.1 The supervisor shall determine all needed overtime and an employee will not work overtime unless explicitly instructed to by an authorized administrator/supervisor.
 - 5.2 Compensatory time not scheduled or taken within twenty (20) work days after earned will automatically be turned into financial compensation as detailed above.

6. Compensatory time cannot be awarded to any hourly employee who works less than forty (40) hours in any given week. All time under forty (40) hours must be paid as salary and not compensatory time.
7. Support Staff employees called back to work for an assignment which is not contiguous with the employee's workday shall be paid for the actual time and travel time and shall be guaranteed at least two (2) hours.
If educational assistants are required to work beyond their workday, additional time shall be compensated at the rate of time and one-half (1.5).

Staff Assignments and Transfers

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. Licensed employees will be assigned within their license/endorsement area(s), except in extenuating circumstances.

Transfers-Licensed Staff

The Superintendent or the Superintendent's designated representative may transfer personnel within the school system. A list of known vacancies will be available in Human Resources.

Licensed professional employees are eligible for transfer upon completion of two (2) years of successful evaluation cycles. If the employee is in the second year of employment with the District and wishes to request a transfer, the school principal will decide if the employee's performance is sufficient to keep the employee in good standing. The Superintendent will determine all support staff assignments. Such assignments shall be based on the needs of the District.

Assignment-Support Staff

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 the assignment of all personnel throughout the District.

Transfers-Support Staff

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.

Work Schedules

- 7.1.1 "Workday" shall mean any day during which an employee is required to report to work for any purpose.
- 7.1.2 The support staff employee workday shall be eight hours, with a thirty (30) minute, unpaid, uninterrupted lunch break.
- 7.1.3 Educational assistants shall have a 7.5 hour workday with a thirty (30) minute, unpaid, uninterrupted lunch break.
- 7.1.4 The teacher workday shall be continuous 7.5 hours with a thirty (30) minute uninterrupted lunch break.

Hours on Duty

All professional staff members shall report to their duty stations on time each workday and shall, as scheduled, be available there until the designated time(s) they are scheduled to leave. Professional and administrative employees are exempt from overtime pay.

Support Staff employees shall report to their duty station on time each workday and shall, as scheduled, be available there until the designated time(s) they are scheduled to leave.

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.

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 Sunday and conclude at 12:00 midnight the following Saturday.

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.

Adopted: September 24, 2009

LEGAL REF.: 29 U.S.C. 207, Fair Labor Standards Act

29 C.F.R. 516 et seq., Fair Labor Standards Act

CROSS REF.: GDBC - Support Staff Supplementary Pay/Overtime

Knowledge about licensed professional staff certification

Effective the 2003-2004 school year, the state legislature adopted the “Parents Right to Know” provision from the No Child Left Behind Act and has been applied to all New Mexico Public Schools. One of the provisions adopted is that it allows parents the right to request information about licensure and other qualifications, teaching assignment, and training of the student’s teacher, instructional support providers, including paraprofessionals, and school principal who may work with the student.

(in accordance with the No Child Left Behind Act, Title I, Part A, Section 1111 and New Mexico Public School Code 22-10A-16)

Tutoring for Pay

Policy GCRD

Staff members are not permitted to provide tutoring for pay to any students who attend or are registered in any of their own classes except in organized tutorial programs which are publicly funded.

School buildings are not to be used for private tutoring or classes for which students pay a fee to staff members unless a rental contract has been entered into with the District and Public Schools.

Evaluations

Policy GCO, GDO

The Board believes the procedures by which professional employees are supervised and evaluated must provide the employee and the supervisor the opportunity to identify both strengths and weaknesses and to work cooperatively toward satisfactory work performance. Each licensed professional staff member shall devise a professional development plan for the coming year which shall be a part of the evaluation process.

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.

Employee Advisory Committee

Policy BDG

The district level and employee advisory committee are elected to serve on a yearly basis. These committee members share detailed information with the campus/office on a regular basis in reference to advisory meetings that are held. These committees will be responsible for presenting to the Board/Superintendent recommendations for action based on research and facts.

Evaluations of Professional Staff Members

Policy GCO

The Board believes the procedures by which professional employees are supervised and evaluated must provide the employee and the supervisor the opportunity to identify both strengths and weaknesses and to work cooperatively toward satisfactory work performance.

Each licensed professional staff members shall devise a professional development plan for the coming year which shall be a part of the evaluation process. The Superintendent shall develop and implement a systematic plan for the evaluation of all licensed professional employees. The plan shall be consistent with all state statutory and regulatory requirements.

Staff Development

Policy GCI

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.

Adopted: September 24, 2009

Compensation

Policy GCBA, GDBA

Prior to the beginning of each school year, each superintendent shall file with the department the school district salary system, which salary system shall incorporate any salary increases or compensation measures specifically mandated by the legislature.

Salaries for teachers and school administrators shall be aligned with the licensure framework provided for in the School Personnel Act [Chapter 22, Article 10A NMSA 1978].

The initial placement on the salary schedule for all new support staff personnel and for all currently employed personnel selected for another position in the District will be determined by the Superintendent based on the budget approved by the Board at the time of employment. The placement will be based on consideration of the candidate's qualifications, relevant job experience, and years of District employment, if applicable. Support staff employees shall receive one (1) year of credit for each two (2) years of previous experience they have. The maximum years of credit a classified employee may receive is four (4) years.

Payroll Procedures

Policy DKA

No individual shall be placed on the payroll or receive salary adjustments without prior written authorization of the Superintendent. Salary checks will be issued semi-monthly during the term of contract or agreement with the District in twenty-four (24) equal installments. The pay dates shall be on the fifteenth (15) and end of each month unless on a week end or holiday, then payment is on the Friday prior to that date. During summer breaks, paychecks will be mailed to the address authorized, designated to be picked up or direct deposited.

Adopted: September 24, 2009

LEGAL REF: 50-4-2 NMSA

6.20.2.18 NMAC

Cross ref: GCQF- Discipline, Suspension, and Dismissal of Professional Staff Members

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

Payroll Deductions

Policy DKB

The Superintendent shall establish procedures that conform to all requirements of the law and all policies of the District, and that ensure that employees receive paychecks not later than the stated payroll dates.

Involuntary Deductions (Public Record)

Federal and New Mexico income taxes, Social Security (OASI/FICA), and employee contributions

to the educational retirement system will be deducted as mandated by state and federal statutes.

All other deductions must be authorized by the Board and the employee unless ordered by a court of competent jurisdiction.

Voluntary Deductions and Redirections (Not Public Record)

The following deductions and redirections have been authorized by the Board:

- Insurance premiums for staff members or dependents who are being covered under Board-approved Section 125 cafeteria programs.
- Direct deposits of net payroll with financial institutions.
- Tax-sheltered annuities for companies approved by the District.
- Credit union deposits.
- Professional dues.

Adopted: September 24, 2009

Overtime Compensation

Policy GDBC

The Superintendent will recommend to the Board an extra-duty pay schedule each year for its review and action. Whenever applicable, pay for extra duty must be coordinated with regular pay in accord with the requirements of the Fair Labor Standards Act.

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

Overtime Compensation con't

Sunday and conclude at 12:00 midnight the following Saturday. 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.

Insurance Programs

Policy EI

The District shall provide and maintain the broadest, most complete insurance coverage of its facilities and for its employees at the most economical cost possible consistent with sound insurance principals, state and federal laws and regulations and the District's financial ability. Annual review of all insurance programs shall be made to ascertain any needed changes. For administrative purposes, insurance coverage that is considered an employee benefit (health, dental vision, AD&D, etc.) shall be the responsibility of the District's Personnel office with the risk insurance coverage (property, casualty, liability, fleet, etc.) being the responsibility of the District's Business office. Administrators shall develop procedures that detail the methods and processes by which each function shall be managed.

Adopted: September 24, 2009

LEGAL REF: 5-1-1 NMSA (1978)

22-29-2 NMSA et seq

Sick Leave Bank/Transfer of Leave Solicitation

Policy GCCG

The Sick Leave Bank/Transfer of Leave was established to partially meet with the needs of its employee members in times of debilitating illness or accident needing extended absence from work.

Workers Compensation

Policy GBGD

All employees shall be covered by workers' compensation insurance for any accident while on assignment including an accident on school property or while on official business off school property. An employee must report any such accident to the supervisor's office immediately; since a report on the time of the accident, persons involved, and how it happened is required.

Adopted: September 24, 2009
LEGAL REF: 6.50/.3.9 NMAC

Unemployment compensation insurance

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits under the New Mexico Unemployment Compensation Act. Employees are not eligible to collect unemployment benefits during regularly scheduled breaks in the school year or the summer months if they have employment contracts or reasonable assurance of returning to service. Employees with questions about unemployment benefits should contact Human Resources.

Absences

Policy GCCA

GENERAL LEAVE

Each employee shall be credited at the commencement of each year with two (2) days leave and will continue to accrue additional leave at the rate of one (1) work day for each twenty (20) work days with unlimited accumulation. Previously accumulate sick and personal leave shall be converted to general leave and applied to each employee's accrued leave effective with the beginning of the new contract year.

PROFESSIONAL / SUPPORT STAFF**LEAVES OF ABSENCE WITHOUT PAY**

Policy GCCC

The District recognizes that on occasion extenuating circumstances arise that may necessitate absence from duty that is not covered by other specific leave provisions of the District. To address such situations, a leave of absence, without pay, may be granted a member of the certificated or support staff for not longer than one (1) year

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

- For additional education that relates to the employee's primary assignment. A plan of contemplated course work must be presented.
- To provide for an unpaid leave in a situation where the employee will be absent from work because of (1) a reason that conforms to a policy currently in effect but the maximum number of days provided for in that policy will be exceeded, or (2) failure to report to work without prior notification to the Superintendent.

-

- **PROFESSIONAL / SUPPORT STAFF**

LEAVES OF ABSENCE WITHOUT PAY (con't)

- For a leave of absence that benefits or is in the best interest of the District, as determined by the Board upon review of the application.
- For leave under the Family and Medical Leave Act.
- An employee may be granted an extended leave of absence at no pay for a maximum of one (1) year for personal reasons. The leave application shall include a complete explanation for the leave request.
- Employees who are granted a leave of absence by the District will be required to forfeit that approval if they obtain employment with another employer without prior School District approval. A leave of absence requested pursuant to this policy may be:
 - Approved by the Superintendent if the leave period does not exceed twelve (12) weeks; or
 - Recommended by the Superintendent and approved by the Governing Board if the leave period exceeds twelve (12) weeks. A request for leave of absence shall not be denied by the District if the employee is entitled to the leave under the Family and Medical Leave Act. All other applications for leave of absence may be granted or denied by the District, in its sole discretion.

Each request for such a leave of absence shall be in a written application stating the purpose, starting date, and duration of the leave of absence, the reason for its necessity or desirability, and any other information the applicant deems relevant to the request. The leave of absence shall be only for the purpose and duration approved and may not be extended without written approval by the District. All rights of continuing status (certificated teachers only), retirement, salary increments, and other benefits shall be restored at the level earned when the leave was granted. All accrued sick, vacation,

personal, and other paid leave shall be applied to the leave period unless otherwise agreed to by District or prohibited by the Family and Medical Leave Act.

The District shall fully comply with the Family and Medical Leave Act and all interim and final regulations interpreting the FMLA issued by the U.S. Department of labor.

Accordingly, all portions of this policy that pertain to the MLA shall be interpreted in a manner consistent with the FMLA and its regulations. Subject to the conditions set forth herein, any eligible employee of the District may take up to twelve (12) weeks of leave (FMLA leave) measured backwards for each employee from the first time such

PROFESSIONAL / SUPPORT STAFF LEAVES OF ABSENCE WITHOUT PAY (con't)

employee uses leave under FMLA, without pay, for any one (1) or more of the following reasons:

- Because of birth of child of employee and in order to care for such child.
- Because of placement of a child with employee for adoption or foster care.
- In order to care for the spouse or son, daughter, or parent of the employee, if such person has a serious health condition.
- Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
- Because of any qualifying exigency (as the Secretary shall, by regulation, determine) arising out of the fact that the spouse, or son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of contingency operation.

An eligible employee is one who has been employed by the District at least twelve (12) months and who has completed at least one thousand two hundred fifty (1,250) hours of service immediately prior to the time the FMLA leave is to commence, and if there are at least fifty (50) employees of the district within a seventy-five (75) mile radius.

Serious health condition means an illness, injury, impairment, or physical condition that involves inpatient care in a hospital, hospice, or residential medical facility, or outpatient

care with continuing medical treatment by a licensed physician. Any employee who has been employed by the District at least twelve (12) months and who has completed at least one thousand two hundred fifty (1,250) hours of service immediately prior to the time the leave is to commence shall be eligible for FMLA leave.

Special conditions applicable to FMLA. Entitlement to leave for birth of a child or the placement of a child for adoption or foster care ends at the expiration of a twelve (12) month period, beginning on the date of the event. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service-member shall be entitled to a total of twenty-six (26) workweeks of leave during a twelve (12) month period to care for the service-member. The leave described to care for a covered service-member shall only be available during a one (1) single twelve (12) month period.

- **PROFESSIONAL / SUPPORT STAFF**
LEAVES OF ABSENCE WITHOUT PAY (con't)

A husband and wife working for the District may be limited to a total of twelve (12) weeks of leave during each applicable twelve (12) month period for leave for the birth of a child or the placement of child for adoption or foster care and to care for an employee's parent with a serious health condition. The aggregate number of workweeks of leave to which both the husband and wife may be entitle under covered service-member family leave combined with leave as described in the previous sentence shall be limited to twenty six (26) workweeks during one (1) single twelve (12) month period.

The District shall not require an employee to substitute accrued sick leave for FMLA leave used by reason of birth, adoption, or foster placement. An employee shall substitute accrued vacation or general leave for FMLA leave used by reason of birth, adoption, or foster placement, to the extent available by policy, unless otherwise agreed to by the District. In any other circumstance, an employee's accrued general leave or

vacation or other applicable leave shall be substituted for FMLA leave, to the extent available by policy, unless otherwise agreed to by the District.

Notice. An employee must provide at least thirty (30) days notice before the FMLA leave is to begin if the need for 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 this policy. The District may deny FMLA leave to any eligible employee until such time as the employee has provided the required notice.

Certification. All FMLA leave shall be supported by medical certificate provided by the employee's health provider in the form of the exhibit accompanying this policy. In any instance where the FMLA leave must be preceded by thirty (30) days notice, the medical certificate should accompany the request for leave absence. In any other instance, the medical certificate should be provided within fifteen (15) days after the FMLA leave commences.

Certification of active military duty or call to active duty in support of a contingency operation for purpose of receiving family leave shall be required under the same

PROFESSIONAL / SUPPORT STAFF

LEAVES OF ABSENCE WITHOUT PAY (con't)

conditions as FMLA certification for leave indicated above. The employee may be requested (at the District's expense) to provide recertification of medical conditions in support of leave if the District feels that the circumstances so warrant and notice is given. Recertification shall not be required for intervals shorter than thirty (30) days.

Whenever a medical certification or recertification is required of an employee, notice describing such requirement and providing the form of such certification shall be provided to the employee. An employee shall not be denied FMLA leave or other rights under FMLA unless a notice required by FMLA in such situation has first been provided to the employee. In case of continuation, recurrence, or onset of a serious health condition to the employee, covered family of the employee (including a service-member being cared for by an employee) and the employee is unable to return to work,

certification issued by the health care provider of the entity with the serious health condition shall be required to support the inability of the employee to return to work.

Intermittent or reduced time (IRT) leave. FMLA leave may be taken intermittently or on a reduced leave schedule under the following circumstances:

- If medically necessary to care for a family member or for the employee's own serious health condition;
- Because of any qualifying exigency the spouse, or son, daughter, or parent, of the employee is on active duty, or notified of an impending call or order to active duty in support of a contingency operation; or If approved by the District. The

District may, for the term of the leave, transfer the employee to an alternative position with equivalent pay and benefits.

If the IRT leave is for an instructional employee (one whose principal function is to instruct students in a class, small group, or as individuals), the District can require the employee either to take leave for a period or periods of a particular duration not greater than the duration of the planned treatment or to transfer temporarily to an available alternative position with equivalent pay and benefits that provides better accommodation of recurring periods of leave, provided the leave is:

PROFESSIONAL / SUPPORT STAFF LEAVES OF ABSENCE WITHOUT PAY (con't)

- Requested to care for a qualifying family member or as a result of the employee's serious health condition preventing job performance;
- Foreseeable, based upon planned medical treatment; and
- For more than twenty percent (20%) of the working days in the leave period.

The employee may be granted leave under these circumstances, subject to reasonable efforts to schedule treatment so as to unduly disrupt the educational program.

Special end-of-semester circumstances for instructional employees.

Under each of the following conditions, leave for an instructional employee may be required to continue to the end of the academic semester:

- Leave begins more than five (5) weeks before the end of the semester, leave is for at least three (3) weeks, and return to employment would occur during the last three (3) weeks of the semester.
- Leave other than for the employee's serious health condition begins within the last five (5) weeks of the semester, leave is for greater than two (2) weeks duration, and return to employment would occur during the last two (2) weeks of the semester.
- Leave other than for the employee's serious health condition begins within the last three (3) weeks of the semester and leave exceeds five (5) working days.

Employee notification. With each request for FMLA leave, the employee shall be notified:

- About FMLA by provision of the FMLA fact sheet (Exhibit EE).

- As appropriate concerning the expectations, obligations, and consequences of taking FMLA leave per 29 C. F. R. 825.301 of FMLA.
 - That FMLA leave may be withheld until a requested notice is provided or the time frame is met.
 - That if leave is granted to an employee who is unable to perform the work required, restoration may be denied until the employee has complied with the request to provide medical certification of ability to return to work.
- The District will post notices in conspicuous places on the District premises that provide a summary of FMLA and information on how to file a charge for an FMLA violation.

• **PROFESSIONAL / SUPPORT STAFF**

LEAVES OF ABSENCE WITHOUT PAY (con't)

Health care continuation. An employee taking FMLA leave shall be entitled to have the health care plan in which the employee is participating continue under the same terms and conditions applicable to actively working employees. The District shall require the repayment of any health care premiums paid by the District for continuing coverage during the period of the FMLA leave if the employee fails to return to work after the FMLA leave expires and the failure to return is not due to circumstances beyond the employee's control.

Position restoration. Upon return from FMLA leave, an employee shall be restored to the same position held before the FMLA leave commenced or to an equivalent position with equivalent pay, benefits, and working conditions. The District requires an employee to provide a medical certificate from a health care provider that the employee is able to resume work before returning from FMLA leave for a serious personal health condition. The District may delay the return of an instructional employee from FMLA leave at the end of a semester, in accordance with Section 825.602 of FMLA rules.

The District may deny restoration of position to any key employee (i.e., one who is among the highest paid ten percent [10%] of all employees of the District), in accordance with Section 825.218 of FMLA rules.

Adopted: September 24, 2009

LEGAL REF.: Family and Medical Leave Act of 1993

29 C.F.R. Part 825

MILITARY /LEGAL LEAVE

Policy GCCD

The Board recognizes the fact that its employees have citizenship responsibilities. In order to make it possible for said employees to carry out their responsibilities to the city, county, state, or nation, the Board will grant leaves. In addition to jury duty, when an employee is called to military services or to attend training for the Military Reserve or National Guard.

When an employee receives notice that requires leave as delineated above, it is the responsibility of the employee to notify the Superintendent or principal.

Adopted, September 24, 2009

LEGAL REF: 20-4-7 NMSA, Military leave for national Guard and Reserves.

38.U.S.C. 4301 et seq. Uniformed Services Employment and Reemployment Rights Acts

SABBATICAL LEAVE

Policy GCCF

Upon approval as a part of a compensation plan the Board may grant sabbatical leave to licensed teaching and administrative personnel for a maximum of one (1) year in accordance with 22-10A-35 through 22-10A-38 NMSA 1978, and 6.66.4.8 NMAC.

Adopted, September 24, 2009

LEGAL REF: 22-10A-35 through 22-10A-38 NMSA (1978)

6.66.4.8 NMAC

BEREAVEMENT LEAVE

Policy GCCH

Each employee shall be granted five (5) consecutive days paid bereavement leave days in the event of each death in the employee's immediate family as defined in Policy GCCA.

Adopted: September 24, 2009

CROSS REF: GDC-Support Staff leaves and absences

VACATION (ANNUAL LEAVE)

GDD

Professional Staff

Twelve (12) month certificated and/or degreed employees are entitled to twenty (20) days of paid annual leave, cumulative to forty (40) days maximum. Leave earned beyond the

forty (40) days maximum must be taken prior to June 30 of the year in which they exceed the forty (40) days or lose all annual leave that exceeds the forty (40) days maximum

VACATION (ANNUAL LEAVE) Con't

GDD

Support Staff

Policy GDD

Twelve (12) month support staff employees are entitled to annual leave as follows:

- Ten (10) days of paid annual leave, cumulative to twenty (20) days maximum, for employees with less than (10) years experience in the District. Leave earned beyond the twenty (20) days maximum must be taken prior to June 20 of the year in which they exceed the twenty (20) days or lose all annual leave that exceeds the twenty (20) days maximum.
- Fifteen (15) days of paid annual leave, cumulative to thirty (30) days maximum, for employees with ten (10) years or more experience in the District. Leave earned beyond the thirty (30) days maximum must be taken prior to June 30 of the year in which they exceed the thirty (30) days or lose all annual leave that exceeds the thirty (30) days maximum. Employees requesting annual leave must submit a leave request form to their immediate supervisor in advance.

STAFF GRIEVANCES

Policy GBK

Purpose

The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, equitable resolutions to problems that may arise and are subject to review under this procedure.

Definitions

A *grievance* shall be defined as a dispute pertaining to a claim that alleges a violation, misinterpretation, or inequitable application of District policy to include growth plans and evaluations.

A *grievant* shall be an employee, group of employees, the Federation or the District.

A *party of interest* shall mean any witness at a grievance hearing, a person against whom an action may be taken, or a person who may be impacted as a result of any action taken to resolve a grievance.

STAFF GRIEVANCES (con't)

Days shall mean workdays and shall not include holidays or recesses observed by the District according to the two hundred forty (240) day calendar.

Procedures

Grievance proceedings shall be kept informal and confidential at all levels of this procedure.

The number of days indicated at each level of this procedure shall be considered maximum, and every effort shall be made to expedite the process.

If the District fails to comply the time limit requirements as set forth herein, the grievance shall be considered automatically appealed to the next level of the procedure.

If the Union fails to comply with the time limit requirements as set forth herein, the grievance shall be considered null and void.

The time limits set forth herein shall only be extended by express, mutual written permission.

A grievance shall not be considered unless the grievant initiates the grievance in writing no later than twenty (20) workdays after the grievant knew or should have reasonably known of the action that precipitated the grievance.

A grievant may be accompanied and represented by a Federation representative at any meeting or hearing conducted under this procedure. The party in interest against whom the grievance has been filed may also be accompanied and represented by a representative of the party's choice at any hearing or meeting conducted under this procedure.

No reprisal or retaliation by any party to the grievance shall be taken against either a grievant or a party of interest as a result of participation by the grievant or the party of interest in the processing of a grievance.

An employee, acting individually, may present a grievance. At any hearing of a grievance brought individually by an employee, the Federation as a party to the hearing, will be afforded the opportunity to be present and present its views. Any adjustment shall be consistent with the provisions of this policy.

STAFF GRIEVANCES con't

If a grievance affects a group of two (2) or more employees or involves an action or a decision by the District which has a system wide impact, the Federation may submit the grievance on behalf of the affected employees.

The parties shall cooperate in any investigation that may be necessary in order to expedite the process.

Documents related to a grievance shall be maintained separate from any employee's personnel file.

All grievances and grievance responses shall be filed and processed on grievance forms. Unless otherwise agreed to by the parties, the processing of grievances shall be conducted before or after the workday.

Stage 1:

- The grievant shall first discuss the grievance with the grievant's immediate supervisor with the objective of resolving the grievance.
- If the grievant and the Federation are not satisfied with the resolution for the grievance with the immediate supervisor, the Federation may reduce the grievance to writing and present it to the designated Human Resource Department official within ten (10) days of the discussion with the immediate supervisor.
- Within Ten (10) days of receipt of the written grievance, the Human Resources Associate Superintendent or designee shall meet with the Grievant and all parties of interest with the intent of resolving the grievance.
- Within Ten (10) days of the conclusion of the meeting with the designated Human Resource person, the Human Resource designee shall submit a written response based on the evidence presented at the meeting.

- Within Ten (10) days of receipt of the Human Resource designee response, the Federation may submit the grievance to the Superintendent or the Superintendent's designee.
- Within Ten (10) days of receipt of the written grievance, the Superintendent or the Superintendent's designee shall conduct a hearing with the intent to resolve the grievance.

STAFF GRIEVANCES con't

- Within Ten(10) days of the conclusion of the hearing, the Superintendent or the Superintendent's designee shall submit a written response based on the evidence at the hearing.

Stage 2:

- If the Federation is not satisfied with the Superintendent's or designee's written grievance disposition, the Federation may submit the grievance to arbitration by simultaneously notifying the Superintendent and the Federal Mediation and Conciliation Service (FMCS) in writing of the Federation's intent to arbitrate the matter. The written intent shall be filed no later than ten (10) days following receipt of the Superintendent's written grievance response.
- The FMCS shall submit a list of seven (7) arbitrators to the parties. The arbitrator shall be chosen through the process of alternately striking names until one (1) remains. The order for striking shall be determined by the parties by the flip of a coin. This process shall be conducted no later than ten (10) days following receipt by the parties of the list of arbitrators from the FMCS.
- The arbitrator shall conduct the hearing as soon as possible. □□The arbitrator shall have the authority to issue subpoenas for the production of documents and the testimony of witnesses.
- Issues related to arbitrability of a grievance shall be decided by the arbitrator prior to the evidentiary hearing.
- The Arbitrator's decision shall be submitted no later than thirty (30) days following the close of the hearing.
- The Arbitrator's decision shall be in writing and shall include the decision's rationale and, if appropriate, relief.

- The arbitrator's decision shall be final and binding on the parties.
- The arbitrator's fees and costs shall initially be shared by both parties, unless determined otherwise by the arbitrator. All other expenses shall be assumed by the party incurring the costs.

Adopted: September 24, 2009

STAFF CONDUCT

Policy GBEB

(Standards of Professional Conduct)

Preamble

We, licensed New Mexico educators acknowledge that ethical values in our schools cannot exist without ethical leadership. It is our ultimate goal to educate children so that they may become productive citizens; we understand that our guidance and ability to provide choices has a profound effect on reaching this goal.

In affording students and each other choices, we agree to consider the consequence of each choice, the moral value best exemplified by the recommended choice and a reflection on how we would view the choice if it were applied to us. These principles apply equally to all licensed educators in all schools except where they are uniquely applicable to public schools or where they conflict with principles of religious freedom.

Moral values are to ethical leadership what years of experience are to a successful educator. The former sets the stage for success of the latter. Abstract principles that espouse excellence do not easily equate into simple behavioral maxims. We are certain that some foundational concepts can be embraced because they truly celebrate desirable moral values. These concepts are: respect for one's self and others, honesty and openness, the delicate balance between absolute freedom and safety, the equally delicate balance between confidentiality and the right to know, equality of opportunity, fairness to all and personal integrity.

In the final analysis it is our consistent ethical leadership that wins the most allies and produces the best results. Not only does this code highlight our professional responsibilities, it stimulates us into discussing the professional implications of our ethical choices and ethical recommendations, causes us to assess and reassess our application of moral values, and sets forth concrete behaviors appropriate for education professionals. We are committed to this code and understand that it provides minimally accepted standards of professional conduct in education.

Sanctions

The standards of professional conduct establish minimal standards of accepted professional conduct with which all educators and administrators are required to comply. Therefore, the Secretary of Education through the professional licensure unit ("licensure unit") of the public education department (PED), may revoke or suspend the licensure of any person, or may deny applications for licensure or relicensure to any person, who is within the scope of this regulation and who after hearing is found to have failed to comply with one (1) or more of the enumerated provisions of the standards of professional conduct set forth in Section 6.60.9.9 NMAC, exclusive of the preamble.

In General

All employees of the District are expected to conduct themselves in a manner consistent with effective and orderly education and to protect students and District property. No employee shall, by action or inaction, interfere with or disrupt any District activity or encourage any such disruption. No employee, other than one who has obtained authorization from the appropriate school administrator, shall carry or possess a weapon on school grounds. All employees shall at all times attempt to maintain order, abide by the policies, rules, and regulations of the District, and carry out all applicable orders issued by the Superintendent.

Adopted: September 24, 2009

LEGAL REF.: 22-5-4.4 NMSA (1978)

6.60.9.9 NMAC

6.68.2 NMAC

6.68.3 NMAC

CROSS REF.: GCF - Professional Staff Hiring

JIC - Student Conduct

JK - Student Discipline

KFA - Public Conduct on School Property

DRESS CODE

Policy GBEB-R

Dress and maintain a general appearance that reflects their position and does not detract from the educational program of the school.

District Substitute Procedure

The purpose of this document is to formalize the process for acquiring substitute teachers in the District. This process reaffirms the employee's responsibility for contacting their supervisor/designee and utilizing the District's automated system.

At the beginning of each school year, each employee shall receive and sign receipt of this document.

When an employee contacts his or her supervisor or supervisor's designee, the supervisor or designee shall not use the call as an opportunity to discourage the employee from using leave. The call shall be to inform the supervisor or designee, not to ask for permission. This procedure shall be utilized at each site/campus.

When an employee is to be absent, he/she shall **follow the process outlined in the District Substitute Procedure**, and call the substitute desk in accordance with any written process established by the District.

Employees at sites/departments other than those defined as a school campus (ie Nursing and Health Services, Gadsden Administrative Complex, Physical Plant, Student and Nutrition Program, Construction or any other District satellite facility) are subject to the current directives of supervisory/departmental personnel relative to absence reporting procedures.

When an employee becomes ill during the school day, he or she shall notify his or her supervisor immediately; and, if necessary, he or she shall use available general leave.

Employees who are absent shall notify their principal or immediate supervisor one and one half hour (1.5) prior to the end of the duty day if they do not expect to return the following day.

Your Supervisor is:

The employee designated by your supervisor to contact in the event of an absence is:

The number at which you can reach your supervisor or the supervisor's designee is:

The automated Substitute System can be utilized by calling (575)882-6785 or at sems.gisd.k12.nm.us

Employee Name

School/Site

Union Signature

District Signature

HARASSMENT

Policy GBEB, ACA, GBEBB

Standard I – Duty to the student. We endeavor to stimulate students to think and to learn while at the same time we seek to protect them from any harm. Ethical leadership requires licensed educators to teach not only by use of pedagogical tools, but by consistent and justifiable personal example. To satisfy this obligation, we:

- shall, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Section 1232g, 34 C.F.R. Part 99), the Individuals with Disabilities Education Act (20 U.S.C. 1401 *et seq.*, 34 C.F.R. Part 300), the Mental Health and Developmental Disabilities Code (Section 43-1-19 NMSA 1978), the Inspection of Public Records Act (Chapter 14, Article 2 NMSA 1978), the Public School Code (Section 22-1-8 NMSA 1978) and the Children's Code (Sections 32A-2-32, 32A-4-3 NMSA 1978), withhold confidential student records or information about a student or the student's personal and family life unless release of information is allowed, permitted by the student's parents/legal guardian or required by law;
- shall not discriminate or permit students within our control, supervision or responsibility to discriminate against any other student on the basis of race, color, national origin, ethnicity, sex, sexual orientation, disability, religion or serious medical condition;
- shall avoid using our position as a licensed school employee to exploit or unduly influence a student into engaging in an illegal act, immoral act or any other behavior that would subject a licensed school employee or student to discipline for misconduct whether or not the student actually engages in the behavior;
- shall tutor students only in accordance with local board policies if any, only after written permission from the student's parents/legal guardian and only at a place or time approved by the local school or the student's

parents/legal guardian;

- shall not give a gift to any one (1) student unless all students situated similarly receive or are offered gifts of equal value for the same reason;
- shall not lend a student money except in clear and occasional circumstances as where a student may go without food or beverage or be unable to participate in a school activity without financial assistance;
- shall not have inappropriate contact with any student, whether or not on school property, which includes but is not limited to:

HARASSMENT con't

- all forms of sexual touching, sexual relations or romantic relations;
- inappropriate touching which is any physical touching, embracing, petting, hand-holding or kissing that is unwelcome by the student or is otherwise inappropriate given the age, sex and maturity of the student;
- any open displays of affection toward mostly-boys or mostly-girls;
- offering or giving a ride to a student unless absolutely unavoidable as where a student has missed their usual transportation and is unable to make reasonable substitute arrangements;
- shall not interfere with a student's right to a public education by sexually harassing a student or permitting students within our control, supervision or responsibility to sexually harass any other student, which prohibited behavior includes:
- making any sexual advances, requests for sexual favors, repeated sexual references and any name calling by means of sexual references or references directed at gender-specific students, any other verbal or physical conduct of a physical nature with a student even where the licensed educator believes the student consents or the student actually initiates the activity and any display/distribution of sexually oriented materials where students can see them;
- creating an intimidating, hostile or offensive work/school environment by at a minimum engaging in any of the prohibited behaviors set forth at Paragraph (7) of this subsection or Subparagraph (a) of this paragraph.

Standard II – Duty to the profession. The education profession has been vested by the public with an awesome trust and responsibility. To live up to that lofty expectation, we must continually engender public confidence in the integrity of our profession and must strive consistently in educating the children all of whom will one day shape the future. To satisfy this obligation, we:

- shall not make a false or misleading statement or fail to disclose a material fact in any application for educational employment or licensure;

HARASSMENT **con't**

- shall not orally or in writing misrepresent our professional qualifications;
- shall not assist persons into educational employment whom we know to be unqualified in respect to their character, education or employment history;
- shall not make a false or misleading statement concerning the qualifications of anyone in or desiring employment in education;
- shall not permit or assist unqualified or unauthorized persons to engage in teaching or other employment within a school;
- shall not disclose personal, medical or other confidential information about other educational colleagues to anyone unless disclosure is required or authorized by law;
- shall not knowingly make false or derogatory personal comments about an educational colleague, although First Amendment protected comments on or off campus are not prohibited;
- shall not accept any gratuity, gift, meal, discount, entertainment, hospitality, loan, forbearance, favor or other item having monetary value whose market value exceeds one hundred dollars (\$100) and which compromises the integrity of the licensed educator, excluding approved educational awards, honoraria, plaques, trophies and prizes;
- shall avoid conduct connected with official duties that is unfair or is improper, illegal or gives the appearance of being improper or illegal;
- shall not sexually harass any school employee, any school visitor or anyone else we might encounter in the course of our official duties,

which includes:

- making any sexual advances, requests for sexual favors, repeated sexual references and name calling by means of sexual references or references directed at any gender-specific individuals named above;
- making any other verbal or physical conduct with any of the above-named individuals even where the licensed educator believes they consent or they actually initiate the activity;

HARASSMENT con't

- displaying or distributing any sexually oriented materials where the above-named individuals can see them;
- creating an intimidating, hostile or offensive work/school environment by at a minimum not engaging in any of the prohibited behaviors set forth above;
- shall educate oneself at least annually about avoiding sexual harassment by either attending periodic training, reviewing sexual harassment literature or the EEOC guidelines found at Title 29 Code of Federal Regulations Part 1604 (29 C.F.R. § 1604.1 *et seq.*) or contacting appropriate school human resources personnel;
- shall not engage in inappropriate displays of affection, even with consenting adults, while on school property or during school events off campus;
- shall not without permission of a supervisor use public school property to conduct personal business or our personal affairs;
- shall use educational facilities and property only for educational purposes or purposes for which they are intended consistent with applicable policy, law and regulation;
- shall not discriminate against any school employee, or any other person with whom we have any dealings or contact in the course of our official duties, on the basis of race, color, national origin, ethnicity, sex, sexual orientation, disability, religion or serious medical condition;
- shall not engage in any outside employment:
- the performance of which conflicts with our public school duties as where a licensed educator takes a private job that would require

performance in the very school district where he or she is employed;

- where we use confidential/privileged information obtained from our public school employment as part or all of our private employment duties;
- that impairs our physical ability to perform our school duties;
- shall not, with the intent to conceal/confuse a fact, change or alter any writing or encourage anyone else to change or alter any document:

HARASSMENT **con't**

- in connection with our official school duties;
- in connection with another licensed person's official school duties;
- in connection with any standardized or non-standardized testing;
- in connection with any school application or disclosure process;
- in connection with any writing submitted to the department of education related to our initial or continued licensure, including endorsements;
- shall not in connection with any secretary-approved teacher test knowingly make any misrepresentations about one's identity or engage in any false or deceptive acts of test-taking or test-registering;
- shall not engage in any conduct or make any statement:
- that would breach the security of any standardized or non-standardized tests;
- that would ignore administering portions or the entirety of any standardized or non-standardized testing instructions;
- that would give students an unfair advantage in taking a standardized or non-standardized test;
- that would give a particular school or a particular classroom an unfair advantage in taking a standardized or non-standardized test;

- that would assist students in obtaining services or benefits to which they do not qualify or are not entitled;
- shall not, when on school property or off campus while representing the school or attending a school function, engage in violent, abusive, indecent conduct which tends to disturb the peace.

REPORTING CHILD ABUSE /CHILD PROTECTION

Policy JLF

All licensed school employees shall be required to complete training in the detection and reporting of child abuse and neglect and substance abuse. This requirement shall be completed within the licensed school employee's first year of employment by a school district.

Every person, including a schoolteacher or a school official who has information that is not privileged as a matter of law, who *knows or has a reasonable suspicion* that a child is an abused or a neglected child shall report the matter immediately to:

- New Mexico Child Abuse Hotline (1-855-333-SAFE)
(7233)
- a local law enforcement agency;
- the department office in the county where the child resides; or
- a tribal law enforcement or social services agency for any Indian child residing in Indian country.

STAFF CONFLICT OF INTEREST

Nepotism

A person who is the spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter or daughter-in-law, brother, brother-in-law, sister, sister-in-law of a member of the Board or Superintendent may not be initially employed or approved for employment in any capacity in the District. The local school board may waive the nepotism rule for family members of a local superintendent.

Nothing in this section of this policy shall prohibit the continued employment of such a person employed on or before March 1, 2003.

Supervision

An employee shall not serve as the immediate supervisor of another employee who is a member of his/her immediate family. For the purpose of this policy, immediate family member shall be defined as: spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, and brother-in-law.

Prohibited Acts

It is unlawful for a public officer or licensed employee to take an official act for the primary purpose of directly enhancing a personal financial interest or position.

STAFF CONFLICT OF INTEREST con't

A Board member or licensed employee shall not, directly or indirectly, solicit, sell or be a party to a transaction to solicit or sell a product or service to the school or district with which he is associated.

This does not apply to a person making a sale in the regular course of business while complying with the procurement laws and rules of the State of New Mexico.

No person shall sell or use a student, faculty or staff list with personal identifying information obtained from the district for the purpose of direct marketing of goods or services except for legitimate educational purposes or with the authorized release of each individual on the list(s).

Vendor Relations

No employee of the District will accept gifts from any person, group, or entity doing, or desiring to do, business with the District. The acceptance of any business-related gratuity is specifically prohibited, except for widely distributed, advertising items of nominal value.

This policy should not be construed to deem unacceptable inexpensive novelty advertising items of general distribution. Acceptance of business lunches and holiday gifts for general consumption are acceptable under this policy.

Adopted: September 24, 2009

LEGAL REF.: 10-16-3 NMSA

10-16-4 NMSA

22-5-6 NMSA

6.10.6.8 NMAC

CROSS REF.: BCB - Board Member Conflict of Interest

POLITICAL ACTIVITIES

Policy GBI

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. For more details refer to Policy GBI

SAFETY

Policy GBGB

Violence

Any employee who observes or has direct knowledge of an act of violence upon an employee during the performance of the employees duties or of an act of vandalism to school property shall file an incident report in accordance with procedures established by the New Mexico Secretary of Education.

Threats

The Superintendent shall establish procedures that provide for the protection of any employee who is threatened with harm by an individual or a group while carrying out assigned duties.

Adopted: September 24, 2009
LEGAL REF.: 22-10A-33 NMSA (1978)
30-3-9 NMSA (1978)
30-3-9.1 NMSA (1978)
6.19.3.6 et seq. NMAC

WEAPONS IN SCHOOL

Policy JICI

No student shall carry or possess a weapon or simulated weapon on school premises without authorization by a school administrator. No student shall use or threaten to use a weapon or simulated weapon to disrupt any activity of the District.

Any employee who observes any person in possession of a weapon or simulated weapon on school premises shall immediately report the matter to the school administrator. A school administrator who observes or receives a report of a student possessing a weapon on school premises shall immediately take appropriate safety and disciplinary actions in accordance with District policies and shall immediately report a violation of this policy to a peace officer.

A student who violates this policy by carrying or possessing a firearm shall be placed in an alternative education program for a period of not less than one (1) year, suspended for a period of not less than one (1) year, or expelled and not be readmitted within a one (10)-year period, if ever. The Superintendent may modify the one (10)-year duration of such disciplinary action on a case-by-case basis.

A student who violates this policy by any means other than carrying or possessing a firearm shall be subject to disciplinary action, including but not limited to expulsion. Disciplinary action against a student with one (1) or more disabilities shall be applied on a case-by-case basis in accordance with District policies and state and federal special education laws.

WEAPONS IN SCHOOL

Policy JICI

For the purposes of this policy:

- *Weapon* means any of the following:
 - A firearm.
 - A knife, other than a folding pocket knife with a blade length of not more than two and one-half inches (2 1/2") that cannot be locked in an open position.
 - A destructive device.
 - A dangerous instrument.
- *Simulated weapon* means an instrument displayed or represented as a weapon.

***Firearm* means any of the following:**

- Any loaded or unloaded gun that will, that is designed to, or that may readily be converted to expel a projectile by the action of an explosive.
- The frame or receiver of any such firearm.
- Any firearm muffler or silencer.
- Any explosive, incendiary, poison gas, bomb, grenade, rocket having a propellant charge of more than four (4) ounces, missile having an explosive charge of more than one-fourth (1/4) ounce, mine, or similar device.

- Any combination of parts that could be readily assembled to form a firearm.

Destructive device means:

- Any device other than a firearm that will, or is designed to, or may be readily converted to expel a projectile by any means of propulsion, such as a BB/pellet gun, slingshot, bow, or crossbow.
- Any collection of parts that could be readily assembled to form a destructive device.

WEAPONS IN SCHOOL (con't)

- *Dangerous instrument* means anything other than a firearm, knife, or destructive device that is carried or possessed by a student for the purpose of being used or being available for use to cause death or inflict serious physical injury.
- *School premises* means the school, school grounds, school buses, or any premises, grounds, or vehicles used for school purposes and includes premises where school-sponsored events (for example, athletic games and competitions, music competitions, etc.) are held away from District property.
- *Deadly weapon* means any weapon designed for lethal use, including a firearm.

Adopted: September 24, 2009
LEGAL REF.: 22-5-4.7 NMSA (1978)
30-7-2.1 NMSA (1978)
20 U.S.C. 7151
CROSS REF.: JIC - Student Conduct
JIH - Interrogations, Searches, and Arrests
JK - Student Discipline

TOBACCO USE BY STAFF MEMBERS

Policy GBED

The possession or use of tobacco products is prohibited in the following locations:

- School grounds.
- School buildings.
- School parking lots.
- School playing fields.
- School buses and other District vehicles.
- Off-campus school-sponsored events.

The prohibitions do not apply to an adult when possession or use of the tobacco products are for demonstration purposes as a necessary instructional

component of a tobacco prevention or cessation program that is:

- Approved by the school.
- Established in accord with New Mexico Revised Statute.

Adopted: September 24, 2009

LEGAL REF.: 6.12.4.8 NMAC

20 U.S.C. 6083

CROSS REF.: JICG - Tobacco Use by Students

KFAA - Tobacco Use on School Premises at Public Functions

USE OF TECHNOLOGY RESOURCES

Policy IJNDB

The District may provide electronic information services (EIS) to qualified students, teachers, and other personnel who attend or who are employed by the District. Electronic information services include networks (e.g., LAN, WAN, Internet), databases, and any computer-accessible source of information, whether from hard drives, tapes, compact disks (CDs), floppy disks, or other electronic sources. The use of the services shall be in support of education, research, and the educational goals of the District. To assure that the EIS is used in an appropriate manner and for the educational purpose intended, the District will require anyone who uses the EIS to follow its guidelines and procedures for appropriate use. Anyone who misuses, abuses, or chooses not to follow the EIS guidelines and procedures will be denied access to the District's EIS and may be subject to disciplinary action.

WEATHER EMERGENCY CLOSING

Policy EBCD

The decision to delay opening of school or to dismiss school early will be made by the Superintendent.

Except for teachers and other staff members who work only on student days, all personnel will report to work as soon as possible on days when school is closed.

Adopted: September 24, 2009

LEGAL REF.: 6.41.4.9 NMAC

BIDDING / PURCHASING PROCEDURES

Policy DJE

The purchase of tangible goods, services and construction shall be conducted in adherence to the stipulations of the New Mexico Procurement Code, 13-1- 28 through 13-1-199, NMSA 1978 and the purposes stated therein.

The Manual of Procedures (PSAB) Supplement 13 will be followed. The District has a Central Purchasing Office responsible for ensuring fair and equal treatment of all persons involved in procurement, for maximizing the purchasing value of the District's funds and for providing safeguards for maintaining a procurement system of quality and integrity.

Adopted: September 24, 2009
LEGAL REF.: 10-16-13 NMSA
13-1-28 NMSA
22-5-10 NMSA

PERSONNEL RECORDS AND FILES

Policy GBJ

Professional employees are required to supply the District office with current and complete official transcripts of all college credits. It is the duty and responsibility of each licensed employee to keep such license current.

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 sub-files within a personnel file as are appropriate to ensure confidentiality and efficient use of the file.

RESIGNATION OF PROFESSIONAL STAFF MEMBERS

Policy GCQC

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.

Each licensed teaching employee shall deliver an acceptance or rejection of reemployment to the GISD Human Resources Department 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 person on or before 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.

Adopted: September 24, 2009

LEGAL REF.: 22-10A-23 NMSA (1978)

6.60.9.9 NMAC

6.66.2.8 NMAC

6.66.3.8 NMAC

RESIGNATION OF SUPPORT STAFF MEMBERS

Policy GDQB

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.

Adopted: September 24, 2009

CROSS REF.: GDL - Support Staff Workload



Gadsden Independent
School District
P.O. Drawer 70
Anthony, NM 88021
(575) 882-6200
Fax (575) 882-6250

ACKNOWLEDGEMENT OF RECEIPT

Gadsden Independent School District
Employee Handbook
2020-2021 School Year

I, _____ acknowledge that **I have received a copy of the Employee Handbook.**

I have thoroughly read all of the District policies, regulations and procedures as listed above.

As a condition of my employment, I understand that I must adhere to all of the District policies, regulations, and procedures as contained in the Employee Handbook.

Signature

School/Site

Assignment Position

Handbook Received (Date)