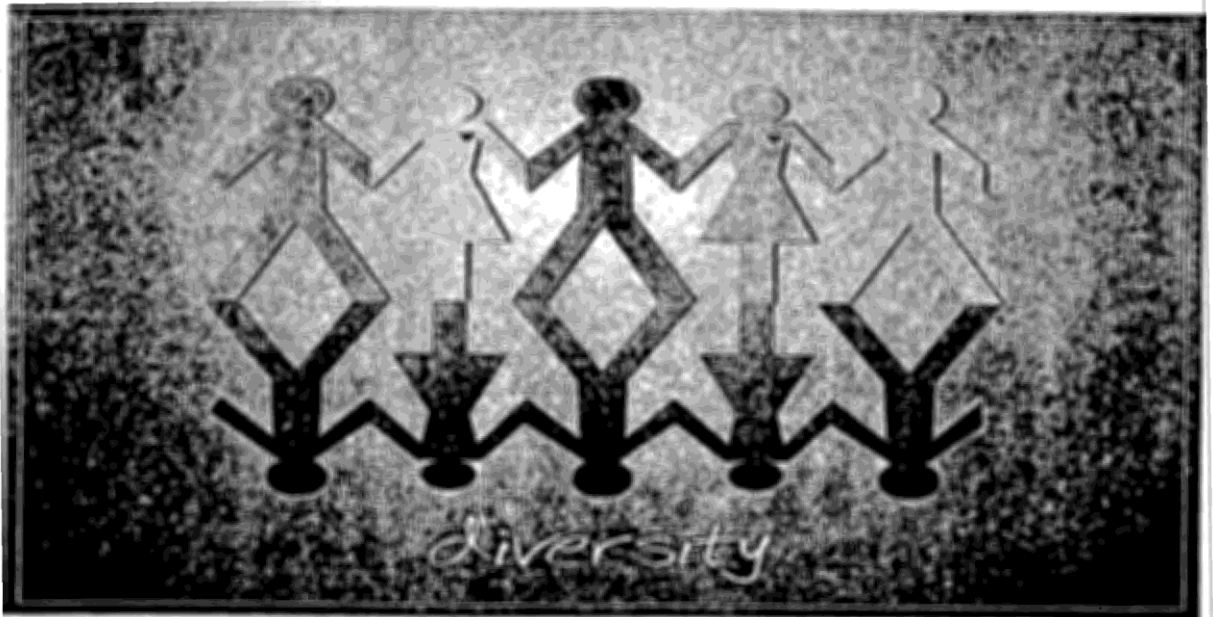




# PERSONNEL HANDBOOK



Personnel Department  
2017-18 SY

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## **I. Employee Code of Conduct**

### **A. Policy**

An obligation rests with every employee of the Gallup-McKinley County Schools to render the performance of duties in an honest, efficient, and a courteous manner. Employees will therefore be responsible and held accountable for adhering to all policies, rules, directives and procedures prescribed by the District. This will include but is not limited to School Board Policies, school handbooks, department regulations and directives, and applicable New Mexico State Statutes and New Mexico Administrative Code.

### **B. Commitment to Students**

1. Staff interactions with students will be characterized by courtesy, respect and genuine efforts to meet the students' academic needs.
2. Staff and faculty will foster honest academic conduct.
3. Staff and faculty will respect the confidential nature of the relationship between faculty member and student.
4. Staff and faculty will avoid all harassment and/or discriminatory treatment of students.
5. Staff and faculty will serve as a positive role model.
6. Staff and faculty will promote learning and exercise control through appropriate planning, management and instruction.
7. Staff and faculty will recognize individual differences and levels of maturation in students.
8. All staff and faculty will promote cooperation and support among teachers, counselors, nurses, attendance persons, and administrators.
9. Staff and faculty will protect students' rights and communicate students' responsibilities.
10. Staff and faculty will maintain communication with parents on all appropriate matters.

### **C. Commitment to the Faculty**

1. Staff will conscientiously support the faculty in its work.
2. Interactions between staff and faculty will be characterized by mutual courtesy and respect.
3. Staff and faculty will respect the confidential nature of the working relationship with faculty members.

### **D. Commitment to Other Staff Members**

1. Staff and faculty will treat administrators, faculty, fellow staff members, and students with understanding, dignity, courtesy and respect.
2. Staff and faculty members will assist other staff in their growth and development and will share their expertise in the training of staff.

### **E. Commitment to the District**

1. Staff and faculty members will work to improve their effectiveness and professionalism in their duties.

2. All employees will familiarize themselves with current District Policies and Procedures.
  3. Staff and faculty will comply with the standards established in their individual performance appraisal and Professional Development Plans.
  4. Staff and faculty will comply with state-approved Code of Ethics of the education profession and uphold administrative directives and regulations, school board policies, and local, state and federal regulations.
- F. Commitment to the Community  
Staff should remember that the District is a resource for the entire community, both city and state• wide. Where it is possible to do so without unduly disrupting the regular work of the District, staff members are encouraged to assist in providing public service to entities in the community that may require a staff member's special expertise.
- G. Controlled Substances and Alcohol
1. Regarding controlled substances, staff and faculty will report known or suspected use, possession, distribution, etc., of controlled substances or alcohol by students or employees.
  2. Employees who report for duty or attempt to perform the duties of their positions while under the influence of alcohol or non-prescribed controlled substances, shall be subject to corrective actions or discipline in accordance with the District Substance/Alcohol Abuse Policy.
  3. Employees will not drive a state vehicle, or any other vehicle, on District time while under the influence of alcohol or controlled substances.
- H. Employees will make prudent and frugal use of school funds, equipment, buildings, and supplies.
- I. All employees will familiarize themselves with the Board's weapons policy, as stated in the Board Policy Manual.
1. Definition  
The Administration retains final authority in determining what constitutes a weapon, especially when evaluating potential danger.
  2. The District strictly prohibits the possession, conveyance, use or storage of weapons or look• alike weapons on District property, school-sponsored events, or in or around a school vehicle by employees and visitors, including those who have a legal permit to carry a weapon.
  3. Law enforcement officials may carry weapons on school property as authorized.
  4. The Superintendent or authorized staff may issue exception for items such as cutting instruments used in art, tech ed or music classes, or weapons or look- alike weapons used for the instructional program.
- J. Conflict of Interest
1. Each employee will refrain from activities, employment and business transactions which would create a conflict of interest with their duties and status as district and state employees.

K. Attendance

1. Employees shall be in attendance and prepared to begin work activities at their designated work location on time.
2. Employees are also expected to remain at work for the entire work period, excluding rest and meal periods. Prior permission or approval from the administrator or supervisor is required for the employee to leave their work site during the work period or during rest periods.
  - a. Employees who have meal periods which are less than one hour long, may also be required to obtain the permission of the administrator or supervisor before leaving the work location.
  - b. Late arrival, early departure, and unnecessary personal absences are prohibited.
  - c. An employee taking an unauthorized absence will be subject to disciplinary action up to and including discharge (Absence Without Leave, Personnel Handbook). In such cases, the supervisor is to notify either the Personnel Director or the Assistant Superintendent- Personnel who will initiate the appropriate procedures.

L. Off-Duty Conduct

Although the off-duty activities of employees are generally a personal matter, employees who engage in, or are associated with conduct that is illegal, immoral or inimical to their employment with the District, or their own credibility as role models, or their ability to carry out their employment responsibilities, may be subject to disciplinary action up to and including discharge.

## **II. Equal Employment Opportunity**

### **A Policy**

1. It is the policy of the Gallup-McKinley County Schools to employ, retain, promote, terminate, and otherwise treat all employees and job applicants based on merit, qualifications and competence, regardless of race, religion, sex, sexual orientation, gender identity, disability, age, national origin, maternity, or veteran status.
2. In establishing this policy, the Gallup-McKinley County Schools recognize the need to initiate and maintain measures to ensure the achievement of equal employment opportunities in all aspects of our workplace settings, conditions, and decisions. It will be the responsibility of all employees to abide by and carry out the letter, spirit, and intent of the Gallup-McKinley County Schools' equal employment commitment.

- B. In compliance with State and Federal Laws, employees of the Gallup-McKinley County School District are prohibited from refusing to hire, train, or provide equitable employment conditions to an employee or applicant, and from taking any adverse action against an employee based on race, religion, sex, sexual orientation, gender identity, disability, age, national origin, maternity, or veteran status as defined in the Personnel Handbook (Policy for Prohibition of Harassment, Discrimination or Violence).

**III. Policy for Prohibition of Harassment, Discrimination, or Violence Based on Race, Religion, Sex, Sexual Orientation, Gender Identity, Disability, Age, National Origin, Maternity, or Veteran Status** (As Written in Article V. 1.0 for Licensed Staff; Article VI.1.O for Non• licensed Staff; Article VIII. 12.0 for Students) Revised by GMCS Board of Education 12/15/03.

A. Introduction

It is the policy of Gallup-McKinley County Schools ("the District") to maintain a learning and working environment that is free from racial, religious, sex, sexual orientation, gender identity, disability, national origin, maternity, veteran status, or age harassment, discrimination, or violence. Therefore, the District prohibits any form of racial, religious, sex, disability, or age harassment, discrimination, or violence.

B. It shall be a violation of this policy for any student, teacher, administrator or other school personnel of the district to harass, discriminate, inflict, threaten to inflict, or attempt to inflict violence against a student, teacher, administrator, or other school personnel through conduct or communication regarding race, religion, sex, sexual orientation, gender identity, disability, national origin, maternity, veteran status, or age as defined by this policy.

1. For purposes of this policy, school personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the District.

C. The District will act to investigate all complaints, either formal or informal, verbal or written, of harassment, discrimination, or violence concerning race, religion, sex, sexual orientation, gender identity, disability, national origin, maternity, veteran status, or age, and to discipline or take appropriate action against any student, teacher, administrator, or other school personnel who is found to have violated this policy.

D. The effective education of students requires a school environment in which students feel safe and secure. Harassment, discrimination, or violence toward students, teachers, administrators, and other school personnel on the basis of race, religion, sex, sexual orientation, gender identity, disability, national origin, maternity, veteran status, or age whether by other students, or employees impairs the proper atmosphere for education, and creates an inequitable climate for learning.

E. The Board of Education therefore forbids harassment, discrimination, and violence against any student or employee on the basis of race, religion, sex, sexual orientation, gender identity, disability, national origin, maternity, veteran status, or age and will not tolerate such behavior if it occurs student to student, student to employee, employee to student, or employee to employee.

1. These policies apply to behavior that occurs while on school property, in a school bus/vehicle, or at a school activity, bus stop, athletic or school event.

F. In addition to its negative effect upon education, such harassment, discrimination, and violence negatively affects the character of young people, both the perpetrators and the victims of harassment. This is particularly so in view of the special vulnerability of students at different stages of their personal development. It is clear that such harassment, discrimination and violence, whether verbal or by other conduct, can create stress and distraction, and upsetting feelings of fear, inferiority, or anger which are detrimental to the education of young people. Toleration of such actions is inappropriate behavior in school because it is inappropriate behavior in society.

G. Definitions

1. Protected Characteristics: The areas of race, religion, sex, sexual orientation, gender identity, disability, national origin, maternity, veteran status and age against which the policy of the Board of Education forbids harassment, discrimination, or violence will be referred to as "protected characteristics."
2. Day shall be defined as a working day when the district/school offices are open for business and in the case of a report made by employees, "Day" shall be defined as when both accused and claimant are on contract, unless both parties agree to proceed with the investigation while off contract.
3. Harassment: Verbal or physical conduct that:
  - a. degrades or shows hostility or aversion toward an individual on the basis of his or her actual or perceived race, religion, sex, sexual orientation, gender identity, disability, national origin, maternity, veteran status, or age; and
  - b. that has the purpose or effect of creating an intimidating, hostile, or offensive school or work environment; and/or
  - c. unreasonably interferes with a student's ability to benefit from his or her education or any employee's ability to perform job duties.
  - d. Examples of Harassment:
    - (1) Name-calling
      - (a) the chronic, habitual, or recurring use of names or comments to or about a person regarding the person's actual or perceived physical or personal characteristics when the person has indicated by his or her conduct, that the names or comments are unwelcome, or when the names or comments, by their nature, are clearly unwelcome, inappropriate, or offensive.
    - (2) Graffiti
      - (a) Graffiti includes, but is not limited to, signs, symbols, pictures, written messages that intend to, or reasonably have the effect of, insulting or embarrassing another.
    - (3) Bullying
      - (a) Intimidating verbal or physical conduct toward another person when such conduct is habitual or recurring.
4. Sexual Orientation
  - a. Sexual orientation means heterosexuality, homosexuality or bisexuality, whether actual or perceived.
5. Gender Identity
  - a. Gender identity means a person's self-perception, or perception of that person by another, the person's identity as a male or female based upon the person's appearance, behavior or physical characteristics that are in accord with or opposed to the person's physical anatomy, chromosomal sex or sex at birth.

H. Definition of Sexual, Racial, Religious, Age, Sexual Orientation, Gender Identity, National Origin, Maternity, Veteran Status and Disability Harassment

1. Sexual Harassment -consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
  - a. submission to that conduct or communication is made term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or



- b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
  - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment or educational environment.
- 2. Sexual harassment may include but is not limited to:
  - a. unwelcome verbal harassment or abuse;
  - b. unwelcome pressure for sexual activity;
  - c. unwelcome, sexually motivated or inappropriate patting, pinching or physical contact, other than necessary restraint of student(s) by teachers, administrators or other school personnel to avoid physical harm to persons or property.
  - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status; or
  - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or education status; or
  - f. unwelcome behavior or words directed at an individual because of gender.
- 3. Racial, Religious, Definition of National Origin, Maternity, Veteran Status, Disability, National Origin, Maternity, Veteran Status, Age, Disability, Sexual Orientation and Gender Identity Harassment -  
Consists of physical or verbal conduct which is related to an individual's race or other protected characteristic when the conduct:
  - a. has the purpose or effect of creating an intimidating, hostile or offensive working or educational environment;
  - b. has the purpose or effect of substantially or unreasonably interfering with an individual's work or educational performance; and
  - c. otherwise adversely affects an individual's employment or educational opportunities.

I. Definition of Sexual, Racial, Religious, Gender Identity, Sexual Orientation, Age, National Origin, Maternity, Veteran Status and Disability Violence-

- 1. Sexual Violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in New Mexico Statutes include the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
  - a. Sexual violence may include, but is not limited to:
    - (1) Touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex; or
    - (2) Coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts; or
    - (3) Coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or
    - (4) Threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.
- 2. Racial, Religious, National Origin, Maternity, Veteran Status, Age, Disability, Sexual Orientation and Gender Identity Violence-  
Are physical acts of aggression or assault upon another because of, or in a manner

reasonably related to, race, religion, national origin, maternity, veteran status, age and disability, and sexual orientation and gender identity.

J. Definition of Assault

1. Assault is an act done with intent to cause fear in another of immediate bodily harm or death;  
or
2. The intentional infliction of or attempt to inflict bodily harm upon another; or
3. The threat to do bodily harm to another with present ability to carry out the threat. K.

Procedures for Reporting, Investigating, and Sanctions

1. It is the express policy of the Board to encourage victims of harassment, discrimination, or violence on the basis of protected characteristics to report such claims.
  - a. Any person who believes he or she has been the victim of harassment, discrimination, or violence on the basis of one or more protected characteristics by a student, teacher, administrator or other school personnel of the District, shall report the alleged acts immediately to an appropriate District official designated by this policy; or
  - b. Any person with knowledge or belief of conduct which may constitute protected characteristic harassment, discrimination, or violence toward a student, teacher, administrator or other school personnel shall report the alleged acts immediately to an appropriate District official designated by this policy.
2. The District encourages the reporting party or complainant to use the Protected Characteristic Report form (copy of form is available in the Appendix Section of the Personnel Handbook), but oral reports shall be considered complaints as well.
3. Reporting the Complaint
  - a. Statute of limitations shall be thirty (30) days; i.e. a complainant has 30 days (as defined above) after an incident or event to file a complaint with the building principal, site supervisor, or appropriate district official as defined by this policy.
  - b. At the Work Site Level:
    - (1) The school building principal/work site supervisor is the person responsible for receiving oral or written reports of protected characteristic harassment, discrimination, or violence at the building level.
    - (2) Any student or adult District personnel who believes he/she is the victim of, has knowledge of, or is told about an incident of harassment, discrimination, or violence shall inform the building principal/work site supervisor immediately.
    - (3) The principal/work site supervisor may request, but may not insist upon, the written completion of the District's complaint form when the incident is reported.
    - (4) The principal/work site supervisor will forward a copy of the complaint form within 48 hours to the Human Rights Officer (Personnel Director) at Central Office.
    - (5) Failure to forward any harassment, discrimination, or violence report or complaint as provided herein will result in disciplinary action against the principal/supervisor.
    - (6) If the complaint involves the building principal or work site supervisor, the complaint shall be made or filed directly with the District's Human Rights Officer by the reporting party or complainant.

- c. At the District Level:
  - (1) The District hereby designates the Personnel Director, (505) 721-1063; P.O. Box 1318, 700 S. Boardman, Gallup, New Mexico 87305, as the District's Human Rights Officer to receive the Protected Characteristic Harassment, Discriminate, or Violence Report forms.
  - (2) If the complaint involves the Human Rights Officer, the complaint shall be filed directly with the Superintendent.
  - (3) If the complaint involves the Superintendent, the complaint shall be filed directly with the School Board.
  - (4) If the complaint involves a School Board Member, the complaint shall be filed with the Human Rights Officer.
  - (5) However, an individual retains the right to file complaints with the office for Civil Rights (OCR) or the Equal Employment Opportunity Commission (EEOC).
- d. The Human Rights Officer shall:
  - (1) Receive complaint forms concerning protected characteristic harassment, discrimination, or violence; and
  - (2) Conduct investigations or designate an investigator when the complaint involves a work site supervisor/principal; and
  - (3) Be responsible for assessing the training needs of the District's staff and students in connection with the dissemination, comprehension, and compliance with this policy; and
  - (4) Arrange for necessary training required for compliance with this policy; and
  - (5) Receive the final investigation and conclusion information; and
  - (6) Retain the complaints and investigation reports for three years.
- e. Submission of a good faith complaint or report of harassment, discrimination, or violence will not affect the complainant or the reporter's future employment, grades or work assignments.
- f. Submission of a false report (with malicious intent) shall be handled under appropriate student or employee disciplinary procedures.
- g. The District will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses, as much as possible, consistent with the District's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.
- h. If the report is given verbally, the principal/supervisor shall complete the District's complaint form and ask the complainant to sign the form to verify the accuracy.
- i. The District will discipline or take appropriate action against any student, teacher, administrator, or other school personnel who retaliates against any person who reports alleged protected characteristic harassment, discrimination, or violence or against any person who testifies, assists or participates in the proceeding or hearing relating to such harassment, discrimination, or violence.
  - (1) Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

4. Investigating the Complaint

a. At the Work Site Level:

- (1) Claims reported shall be investigated by the building principal, work site supervisor, or his/her designee, unless the building principal or supervisor is the subject of the report, in which case the Director of Personnel or designee at the District level shall investigate the charge.
- (2) The investigation shall be completed no later than twenty (20) days from receipt of the District complaint form filed with the Human Rights Officer.
- (3) When it is impracticable to do so for reasons noted in writing, an extension time maybe set not to exceed thirty (30) days.
- (4) If the complaint involves the Superintendent, the report may be filed directly with the School Board
- (5) All investigation reports shall include a determination of whether the allegations have been substantiated as factual and appear to be violations of this policy or whether they are unsubstantiated.
- (6) In assessing the existence of a violation of this policy and the appropriate discipline, the investigating administrator shall consider the nature and extent of the conduct, the surrounding circumstances, the nature of the behavior, the age of any student(s) involved the context in which the alleged conduct occurred, the relationships between the parties involved, and any prior history of conduct prohibited by this policy on the part of the violator. The investigating administrator shall complete a report form about the investigation, the substance of his or her findings, the conclusions, and action, if any, taken. A copy will be sent to the Human Rights Officer.
- (7) In the event that the evidence suggests that the harassment at issue is also a crime in violation of a New Mexico criminal statute. The investigating administrator shall report the results of the investigation to the appropriate law enforcement agency charged with responsibility for handling such crimes.

b. At the District Level:

- (1) The Human Rights Officer will log the receipts of the Investigation Report form and the resulting conclusion.
- (2) The Investigation Report form shall include description of the investigation, the validity of the allegation, the conclusions of the investigation and the action, if any, taken.
- (3) Copies of all complaints and the investigations conducted pursuant to them shall be maintained for a period of three years in the Human Rights Office.

L. Resulting Sanctions

1. The school building principal work site supervisor/investigating administrator shall make the decisions on determining what, if any, sanctions will be administered.
2. Any employee found to have engaged in harassment, discrimination, or violence of the basis of protected characteristics shall be subject to sanctions, including, but not limited to:
  - a. Oral or written warning,
  - b. Oral or written reprimand,
  - c. Personal counseling, group counseling and/or other counseling services offered by the district or other agencies to prevent reoccurrence,
  - d. Awareness training to prevent reoccurrence,
  - e. Administrative Leave with pay (if authorized by the Superintendent),
  - f. Recommendation of termination to the Superintendent, subject to due process.

3. Any student found to have engaged in harassment, discrimination, or violence on the basis of protected characteristics shall be subject to appropriate discipline as determined by the principal, which may include, but is not limited to:
  - a. Personal counseling group counseling and/or other counseling services offered by the school or other agencies,
  - b. School and Parent/guardian conferences,
  - c. Awareness training,
  - d. Conflict mediation,
  - e. Studying, reading, and writing about the implications and results of such actions
  - f. An oral or written reprimand and warning,
  - g. Detention,
  - h. In-School suspension,
  - i. Referral to the District Hearing Authority (who may impose option of Expulsion),
  - j. Referral to Social Services,

- k. Suspension from school,
  - l. Notification of appropriate law enforcement.
- 4. Upon completion of the investigation the investigating administrator shall meet with the student and his or her parent(s), or the employee to convey:
  - a. The overall conclusion of the investigation, i.e. that the student or the employee was or was not the victim of prohibited harassment, discrimination, or violence; and
  - b. If there was harassment or discrimination or violence, the fact that the violator has been disciplined (without stating the nature or form of the discipline); and
  - c. If there is any further harassment, violence, or discrimination that the employee or the student (or parents) shall notify the principal immediately.
  - d. If the complaint is not satisfied with the conclusion of the investigation, the employee or the student (or parents) may initiate the appeals process by following the procedures listed under M. 1 - 2.

M. Appeals

- 1. A complaining party who disagrees with the conclusion of the investigating administrator or with the resulting sanctions may appeal such conclusion or sanction by submitting a statement of appeal to the Assistant Superintendent - Personnel within five (5) days of the issuance of such conclusion.
- 2. The statement of appeal shall include:
  - a. Statement of whether the appeal is directed to the conclusion or the sanction;
  - b. A statement of each reason for which the complainant contends the conclusion or sanction is incorrect or inappropriate;
  - c. A description of each item of evidence the complainant claims was undiscovered or overlooked in the prior investigation, and an explanation of why such evidence should lead to a contrary conclusion or a different sanction; and
  - d. An identification of any deficiencies in the investigation complainant claims to have contributed to the incorrect conclusion of the deficient sanction.
  - e. In addressing an appeal, the Assistant Superintendent - Personnel may receive such further evidence, presentations, or statements, and may conduct such further proceedings, as he or she deems appropriate to a fair assessment of the appeal.
  - f. The Assistant Superintendent - Personnel shall issue a written decision on an appeal within twenty (20) days of the date of receipt of the appeal, stating each reason for upholding or denying the appeal, and, when the appeal has been upheld, stating any modification to the prior conclusion or sanction found by the Assistant to the Superintendent to be appropriate.
  - g. The decision of the Assistant Superintendent -Personnel shall constitute final action regarding the complaint on the part of the District.

## **IV. Classification**

- A. Policy  
It is the policy of the Gallup-McKinley County Schools to pay compensation based on the classification plan.
- B. Classification Plan
  1. The official classification plan provides the following:
    - a. A current and accurate description of the various jobs that are performed.
    - b. A basis for establishing a compensation program related to the nature of the work performed.
    - c. A means of insuring internal equity among the overall work force.
  2. Each class will be described by a class specification that provides class titles, a general broad description of duties and responsibilities, and qualification requirements.
  3. Classification Specifications may be created or revised, based on the appropriate job analysis conducted by the Personnel Department based on the needs of the organization.
  4. The Assistant Superintendent - Personnel will ensure that each position in the classification plan is assigned to the class that best represents the duties assigned by the supervisor and performed by the employee.
  5. The classification policy applies to all District positions and employees.
  6. Each class will represent those positions similar enough in authority and responsibilities that they can be covered by the same qualifications and salary range.
- C. Classification of Positions
  1. A position must be classified before any personnel action can be taken by the superintendent, e.g. hiring, transfer, promotion, demotion, change in compensation rate or salary.
  2. The classification process takes the following factors into consideration:
    - a. General duties and responsibilities
    - b. Complexity of the duties
    - c. Minimum qualifications
- D. Job Descriptions
  1. Immediate supervisors may utilize job descriptions as a measurement of the employee's performance of the duties specified on the job description.
- E. Reclassification of Existing Positions
  1. A position should be considered for reclassification if the essential functions (duties) of the position no longer match the requirements of its current classification.
  2. Personnel must be informed of significant and permanent changes in job duties and responsibilities of a position.
  3. Reclassification cannot be used to recognize individual achievement or an increase in work volume.
  4. The Superintendent may assign, reassign, assign classification status, and transfer personnel to secure the highest efficiency for educational programs (Board Policy Manual).

5. The employee whose position has been reclassified may continue to serve in that position, provided the employee meets the minimum qualification requirements of the reclassified position.

F. Use of Classification Titles

1. The approved class title as designated in the District's Classification Plan and as accepted by the Superintendent, will be utilized for all official records, documents and purposes.

G. Definition of Classified, Licensed-Classified, and Licensed Staff

1. Classified Staff

- a. Classified Staff are employed to assist educators in achieving the educational objectives of the school system. They are employed as office assistants, warehouse employees, custodians, food service workers, transportation employees and some maintenance technicians etc.
- b. Classified positions require a minimum of a high school diploma or its equivalency.

2. Licensed-Classified

- a. Educational Assistants, Special Education Assistants and Tutors are instructional support staff, and are required to have a license provided by the New Mexico Public Education Department prior to assuming duties in a Title I funded program, including a school with a school-wide program.
- b. Electricians and plumbers will be appropriately licensed in their respective skilled craft by the New Mexico State Building Trades.

3. Licensed Staff

- a. All employees performing the functions of teacher, librarian, counselor, nurse, instructional support teacher, coordinator, specialist, or licensed by the New Mexico Public Education Department and are certified staff.

H. Student Teacher Policy

1. For licensed, certified staff:

- a. If an individual has to complete student teaching/practice teaching/advanced field experience and the level/content area for this experience is directly related to his/her current job responsibilities (will not affect fulfillment of current job duties), he/she could continue employment in current position with the district while completing this experience.

2. For licensed/certified, licensed/classified and classified staff:

- a. If an individual had to complete student teaching/practice teaching/advanced field experience, and the level/content area for this experience is not directly related to his/her current job responsibilities (will affect fulfillment of current job duties), he/she would have to resign from current position with the district.

3. Staff members who are interested in student teaching/practice teaching/advance field experience will need to get written approval granted by the building administrator and Personnel Director.

4. Universities may have specific regulations or policies that may have implications for GMCS employees needing to complete student teaching. It is the responsibility of the individual to become familiar and comply with such policies.



I. Substitute Teachers

1. Only substitute teachers who appear on the approved substitute teacher list from the Personnel Office will be contacted by the building administrator.
2. Only the building administrator or designee will contact substitute teachers. Teachers will not contact their own substitutes.
3. Classroom teachers are responsible for leaving workable plans for the substitute teachers.
4. Substitute teachers are not responsible for making lesson plans, but work from the teacher's plans.
  - a. Because many of the District's substitute teachers may not have college training, lesson plans left for the substitutes should be practical and easy to follow.
  - b. In addition, seating charts, daily schedules, school policies, etc. should be readily accessible for the substitute teachers to use.
5. Long-term Substitutes
  - a. If a long term substitute teacher is needed, and advance notice of the absence is provided by the regular teacher, s/he will make every effort to provide long term lesson plans before his or her absence so that the plans will be available for the substitute.
  - b. If an emergency exists and no advance notice is possible, it will be the principal's responsibility to see that lesson plans are made available for the substitute teacher.
  - c. Substitutes who hold a current New Mexico teaching license may be required to develop lesson plans.
6. All substitute teachers may be required to attend at least one District substitute teacher training workshop each school year. Absence from this training may result in the substitute's name being removed from the substitute teacher list.
7. Inactive substitutes wishing to return to active status will need to communicate with the Personnel Office to update their file. Inactive substitute files will be retained for 24 months, after which they will be destroyed. If a file has been destroyed, a new application, including a fingerprint background check, will need to be completed.
8. Substitutes will be paid based on the portion of the day actually worked.

J. Confidential Employee

1. "Confidential employee" means any employee whose duties normally require access to confidential information.

K. Volunteer Services

1. Definitions:

A Volunteer is defined as any individual who performs a service for the GMCS school district without compensation, remuneration or other consideration and who otherwise meets the requirements of this policy. Volunteer opportunities include: field trip chaperones (day and overnight); mentoring; tutoring; assisting in a classroom, library, computer lab, office, cafeteria, or on a playground. Participation in Booster Clubs, School Advisory Committees, or similar activities that occur outside of school hours are not covered under the provisions of this volunteer policy. Volunteers fall into one of three categories:

- a. Short-Term Volunteer
    - (1) A Volunteer who voluntarily performs a service for the School District for a single event, a consecutive series of days, or several nonconsecutive days for a period of one (1) week or less.
    - (2) Short-Term volunteers do NOT have unsupervised access GMCS students.
    - (3) Guest speakers or presenters, invited by authorized school personnel and with the approval of the building supervisor, shall not be considered short-term volunteers subject to this policy and shall not have unsupervised access to GMCS students.
  - b. Long-Term Volunteer
    - (1) A Volunteer who voluntarily performs a service for the School District for longer than (1) week, on an overnight trip, or routinely throughout the entire school year, whether or not such service is performed consecutively.
    - (2) Though always under the direction of a GMCS employee, long-term volunteers *may* have some unsupervised access to students while providing assistance with tutoring, athletic, classroom or overnight trip activities.
    - (3) Student teachers and persons completing an internship involving work with students are included under this provision.
    - (4) All long-term volunteers must have completed a district or NMPED approved background check.
  - c. Student Volunteer
    - (1) A GMCS student who voluntarily performs a service to the School District as a part of a class project, course requirement or placement by a GMCS teacher
2. Qualifications
    - a. Most volunteer situations require someone at least 18 years of age, however, there are opportunities for family members, business persons, community members, students and retirees.
    - b. A Volunteer need not be a parent of a student enrolled in the school district.
    - c. Student Volunteers under the age of 18 must have a parent signature on their Volunteer Assignment Request and Volunteer Agreement.
  3. All volunteers (short and long-term) must complete a Volunteer Assignment Request (Application), and submit a signed Volunteer Agreement in which they acknowledge and agree that the Volunteer Policy guidelines, obligations, and restrictions will apply to them in their role as a volunteer with the District.
  4. Background and/or Reference checks
    - a. Reference checks may be performed for all volunteers.
    - b. Long-term volunteers must provide to the Personnel Department, in accordance with State law, regulations, and GMCS Personnel Department procedures, a NM State Department of Public Safety fingerprint/background clearance.
    - c. If cleared, the long-term volunteer is approved for any District school and approval is continuous from year to year as long as there is not a break longer than 3 months (including summer breaks) in volunteering.
    - d. Long-term volunteers with continuous service will have a file maintained by the Personnel Department.

5. The principal or administrator or designee will give the volunteer a clear understanding of the duties, procedures, expectations and any other knowledge needed for performance in the school setting.
6. Volunteers are responsible for:
  - a. Following sign-in procedures. This allows school staff to know where to locate volunteers in case of emergency and documents hours of service for volunteer recognition.
  - b. Wearing a nametag provided by the school while serving. Proper identification allows volunteers to be recognized as special people and assures student safety.
  - c. Following all applicable District policies and guidelines including the adult dress code and tobacco use. Volunteers serve as very important role models to our students.
  - d. Maintaining confidentiality. Student confidentiality is protected by law. Volunteers shall not be permitted to access, review, disclose or use confidential student information, or participate in meetings in which confidential student information is discussed. Failure to respect a student's right to privacy has legal consequences.
  - e. Reporting student safety concerns. Any indication that a student is being hurt or may hurt themselves or others should be reported to a supervisor or other appropriate staff.
7. School Volunteers Will Not:
  - a. Establish instructional objectives or lesson plans
  - b. Administer corporal punishment or enforce student discipline
  - c. Assume responsibility for an entire class in the absence of supervising staff
  - d. Give medication
8. The volunteer agrees that the District at any time and at its sole discretion may terminate the volunteer's services to the District.

## V. Compensation

### A. Policy

1. Personnel will maintain a salary schedule for all positions in the classification plan. The goal of the GMCS compensation plan is to be externally competitive in the comparison market, and ensure pay consistency and equity among related classes based on the duties and responsibilities of the position.
2. The comparison market will be composed of school districts that are comparable in size and complexity, and other local agencies.
3. The salary and wage policy applies to all District positions and employees.

### B. Salary Schedule

1. Based on a compensation system approved by the Superintendent, the Personnel Office will utilize salary schedules consisting of salary ranges. The salary ranges provide a variable rate of pay in recognition of employees' increased value to the District as they gain skill and competence in their class.
  - a. The salary schedules, approved by the Superintendent, are the official schedule of salaries for all classes in the District's classification and compensation plan.
  - b. No full-time employee working a full contract year in the compensation plan will be paid a salary less than the minimum nor greater than the maximum of the salary range for the class.

### C. Administration of the Salary Schedule

1. Entrance
  - a. The salary of a newly appointed employee should reflect the employee's qualifications and education for the position.
  - b. Newly hired employees are paid based on verified work experience and education by the Personnel Office.
    - (1) Supervisors, administrators, and other employees are not authorized to quote salary.
  - c. Higher salary than minimum may be authorized if the qualifications of the new employee or a bonafide recruitment concern warrants it.
  - d. Newly hired classified and licensed-classified employees may receive out-of-district-related work experience on their respective salary schedule (years allowed is noted on salary schedules).
  - e. Newly hired licensed employees may receive up to twenty (20) years of out-of-district related work experience on the salary schedule.
  - f. All experience must be verified in writing by previous employers and be on file in the Personnel Office no later than October 1<sup>st</sup> or 45 days after employment begins if the start date is after September 1st. Forms are available for this verification in the Personnel Office.
  - g. Employees with previous GMCS work experience returning to employment with the district may be granted credit for that experience on the current schedule, provided the experience relates to the new position classification (ie administrator, certified, classified).
  - h. All licensed staff, will receive credit on the teachers' salary schedule for additional hours earned after the date the bachelor's or master's degree was awarded, as shown on the official transcript.
  - i. Classified-licensed employees (e.g., educational assistants), may receive extra consideration on the salary schedule for college credits earned.

- j. Official transcripts, including credit and non-credit courses verifying the additional hours **MUST** be submitted by the employee to the Personnel Office prior to October 1 of each school year (or 45 work days after employment begins). Otherwise compensation for the additional hours will not be given during that school year.
- k. It is the employee's responsibility to obtain official transcripts and ensure that they are on file in the Personnel Office. Upon receipt of the official transcripts the Personnel Office will log in the transcripts. A receipt will be issued if requested by the employee.
- l. Licensed staff in some vocational programs who do not possess a bachelor's degree will be compensated on the teacher's salary schedule from the B.A. column. Until the B.A./B.S. is awarded, no horizontal movement on the salary schedule will be authorized.

2. Transcripts

- a. One (1) set of official transcripts must be submitted by the employee if needed for pay purposes. A second set may be required for licensure purposes if the employee does not already hold a valid New Mexico license for their position. (1) One set will remain in the employee personnel file.
- (2) . It is the employee's responsibility to submit all documents (including transcripts) required by the Public Education Department for licensure.

D. Contracts

- 1. All employees of the school district will be issued a contract, which will specify the terms of service, the salary to be paid, the method of payment, the causes for termination of contract; and other provisions required by statute and regulation of the New Mexico Public Education Department and the Board Policy Manual.
- 2. All contracts must be approved by the Gallup McKinley County School Superintendent and signed by the employee and the Superintendent (Board Policy Manual).
  - a. All contracts issued to the employee must be signed and returned to the Personnel Department within 15 calendar days.
  - b. If the Personnel Department determines that corrections are needed, a corrected contract will be issued to reflect the corrections/changes.
  - c. Corrections or changes will not be made once the current contract year has ended.
- 3. The District's contract period begins July 1 and ends June 30 of each year.

E. Pay

- 1. All regular contracted employees and those with employment agreements will be paid in equal periodic installments, according to their contracts or employment agreements.
  - a. The daily rate is computed by dividing the stated salary by the number of days in the contract year. If the employee is hired after the start of the contract year, the total contract amount will equal the number of days-remaining in the contract year, multiplied by the daily rate of the assigned salary.
- 2. Payroll dates are every other Friday unless the Friday falls on a federal banking holiday.
- 3. An employee must submit written and notarized authorization to the Business Office for another person to receive their paycheck.

4. Changes in Employment Status

- a. An employee changing his or her employment status from a 203, 210, 220 or 223 day position to a 183 or 193 day position will not receive a pay check until the 3<sup>rd</sup> payday in August. The full contract or employment agreement salary for an employee on a contract longer than 183/193 days would have been paid to the employee the last pay period in June. Salaries for the new 183/193 day position would begin in August.
- b. Employees moving from a 246 day position to a 183/193 day position will not receive a pay check in July but will be paid the 3<sup>rd</sup> payday in August because the full contract or employment agreement amount would have been paid to the employee the last period in June.
- c. An employee changing from a 183, 193, 203, 210, 220, or 223 day position to a 246 day position will have any increases divided over the remaining pay periods.

5. Part-time and Non-Contract (Casual) Employees

- a. Part-time employees will receive base compensation in the hourly equivalent of the rate.
- b. Temporary or non-contract (casual) employees will receive at least the current minimum wage or more, dependent upon the employee's experience and training.

F. Payroll Deductions

1. Deductions will be made for retirement, Social Security, and Federal and State income tax. For additional payroll deductions, see Board Policy Manual and/or request this information from Business Services.

G. Payroll Advances

1. Salary compensation checks will not be issued to the employee in advance of services rendered.

H. Overtime

1. Policy  
It is the policy of the GMCS to authorize overtime pay to employees who are required by the District to work in excess of their normal duty hours to meet special or unusual District operation needs beneficial to the District.
2. The normal work week is a forty (40)-hour work week, and will begin at 12:00 AM on Saturday and end at 12:00 PM on the following Friday. Departments in the District, will designate the normal work week or allowable work periods under the Fair Labor Standards Act for each employee.
3. The Personnel Office will evaluate each employee's job duties to determine their status set forth under the Fair Labor Standards Act.
4. Based on the analysis of each employee's duties, each position will be classified as either Exempt or Non-Exempt to determine eligibility for overtime pay.
  - a. Exempt employees are executive, administrative, or professional, who, after analysis of their job duties, qualify to be exempt from the Fair Labor Standards Act minimum wage and overtime provisions.
  - b. Non-Exempt employees, are employees who, after analysis of their job duties, qualify for overtime compensation as stated in the Fair Labor Standards Act.
5. Overtime pay at a rate of not less than one and one-half times their regular rates of pay is required after 40 hours of work in a workweek as stated in Fair Labor Standards Act.
  - a. The FLSA does not require overtime payment for time not worked due to vacations, sick leave, holidays or other types of leave from work.
6. All overtime must be requested and arranged as early as possible by supervisors, and must be

approved in writing prior to overtime worked.

7. Assignment of overtime will be done by the District, with consideration to the nature of the work to be performed and employee capacities.
8. Employees who work overtime hours without the direction and/or approval of the supervisor, may be subject to disciplinary action up to and including discharge.
9. Compensatory time-off is not an overtime compensation option. However, an employee's work week may be adjusted to accommodate the need to work more or less hours on a given day. Such adjustments may only be done by the supervisor.

I. Increment

1. Rural Increment
  - a. The District pays a rural increment to licensed staff working in rural schools (not in Gallup city limits), to help offset the cost of driving to larger areas for shopping, doctors, dental appointments, etc. since these services are limited in the rural areas.
  - b. The amount is based on the distance of the Central Office to the school site and is determined by the District.
2. Extra-Duty Assignments
  - a. Increment Schedules for coaching, sponsoring and other extra-duty assignments are established and maintained by the Personnel Office. A separate "At- Will" contract or an addendum to the employee's contract will be issued for extra-duty assignments.

J. Substitute Teachers

1. Pay for substitute teachers is subject to reporting and processing deadlines determined by the Personnel and Business Offices.
2. If these deadlines are not met, substitute pay may be entered and issued on a later scheduled payroll.

K. Other District Compensation

1. Summer School Assignments
  - a. Summer school programs are offered to students on a tuition basis with exceptions being made if alternate funding is available.
  - b. Licensed instructional staff are hired on an hourly basis to instruct students during these periods.
  - c. The hourly compensation is in addition to the employee's contract.
  - d. Summer school teaching assignments will be assigned by the building administrator, using anticipated summer school enrollment to determine how many teachers will be needed.
  - e. Teaching assignments will be made equitably giving consideration to the grade level, content area, qualifications of the teachers, and the number of students enrolled for the summer school session.

## VI. Recruitment

- A. Policy  
Qualified applicants will have the opportunity to compete for available positions without regard to race, religion, sex, sexual orientation, gender identity, disability, age, national origin, maternity, or veteran status unless based on a bona fide occupation } requirement.
- B. The District will recruit from both within and outside its work force.
- C. Responsibilities:
  - 1. Each supervisor responsible for making employment recommendations will:
    - a. Comply with the employment, recruitment, and selection policies and requirements of the school district.
    - b. Notify the Personnel Office of all vacant positions.
    - c. Define the duties of the position and, with the assistance of the Personnel Analyst, the position requirements.
  - 2. The Personnel Office will be responsible for:
    - a. Establishing, implementing and monitoring effective recruitment and selection programs.
    - b. Assisting supervisors in defining, job-related position requirements and determining the most effective recruiting and selection programs.
    - c. Approving all position advertisements for all positions.
    - d. Using all appropriate means effectively to advertise and/or recruit for qualified applicants.
- D. Advertising
  - 1. Request to Advertise
    - a. The Personnel Office will advertise the vacant position in the District's weekly Employment Opportunities Bulletin, job line and website. Outside advertising is possible, provided funding is available.
    - b. All positions, except Classified positions will be advertised as Open Until Filled, unless otherwise requested.
    - c. Classified positions will be assigned a deadline date two weeks from the initial posting date.
  - 2. Re-advertisement of Classified and Classified Licensed Posting
    - a. A position may be re-advertised if the supervisor was not successful in filling the position.
    - b. The position will be re-advertised as Open Until Filled.
  - 3. The Personnel Office may not advertise a position if the position is to be filled by:
    - a. Intra-school or departmental "lateral" transfers/assignment (transfers that will not result in a major change in job duties or salary schedules).
    - b. Casual hire/assignment.
- E. Application Process
  - 1. Applications for employment will be made on the appropriate application forms as prescribed by the Personnel Office.
  - 2. The appropriate application form must be properly completed and submitted to the Personnel Office to be considered for any vacancy.
  - 3. All applications must have the original signature of the applicant that certifies to the accuracy and truthfulness of all statements and information as provided on the application form.
  - 4. Applications and all documents as specified on the advertisement, must be submitted to the Personnel Office by the deadline date, before and consideration is made. Applications will not be accepted at the school sites.



5. Incomplete applications packages will not be considered, nor referred to the department for further consideration.
6. Classified (Licensed and Non-Licensed) Positions
  - a. Applications for these positions are accepted only if a vacancy exists and is advertised.
  - b. The Personnel Office does not maintain an open file of classified applicants for future openings.
  - c. Classified Applications can only be reviewed but the immediate supervisor after the closing date

## **VII. Selection**

### **A. Policy**

It is the policy of the Gallup-McKinley County Schools to judge the applicant on qualification and work experience, and select the applicant who best meets the needs of the District. All selections will be made in accordance to laws of the Equal Employment Opportunity Act.

### **B. Responsibilities:**

1. The Superintendent, Assistant Superintendent or Supervisor will be responsible for:
  - a. The final selection from the applicants referred by the Personnel Office for the position.
  - b. Informing the Assistant Superintendent- Personnel of the applicant recommended for the position, using the established hire form.
  - c. Following the established hiring and selection process and obeying all applicable laws and policy.
2. Personnel Administration will be responsible for:
  - a. Establishing hiring and selection procedures.
  - b. Referring only those applicants who meet the established qualification requirements for that particular position.
  - c. Advising, informing and training the appropriate Assistant Superintendent, Supervisor, and/or Selection Committees about Staff policies and procedures, interpretation of legal requirements and professional standards for selection methods.
  - d. Consulting with Assistant Superintendents or Department Supervisors about the availability and/or qualifications of applicants for specific positions.
  - e. Reviewing, monitoring and evaluating the effectiveness and fairness of the selection process.

### **C. Selection Process**

1. Administrative (Licensed and Non-Licensed)
  - a. The Personnel Office will provide a list of applicants who met the qualification requirements, and copies of their applications, to the appropriate Assistant Superintendent or administrator.
  - b. Administrators or supervisors will review the applications and select applicants for interviews.
  - c. All in-district applicants will be granted an interview if they meet the qualification requirements as advertised d.

Principal Positions

  - (I) Each school will use a Screening Committee to develop site criteria to be used in the interview process.
  - e. The committee reviews eligible candidates and selects applicants for interviews.
  - f. The screening committee will formulate its interview questions based, in part, on the information developed at the school site, adding questions from the District's perspective. Interview questions will be standardized for use with all interviewees.
  - g. After interviews are conducted the finalist(s) are recommended to the Superintendent for final interviews/or hire decision.
2. The Superintendent may assign, reassign, and transfer personnel to secure the highest efficiency for educational programs (Board Policy).
3. Teachers
  - a. Principals or designee may review applications on file in the Personnel Office, as soon as the vacancy occurs.
  - b. Principals or designee will conduct interviews of applicants prior to the recommendation to hire.
  - c. In accordance to the District's Site-Based Management philosophy, principals are authorized to make selection decisions and may recommend that an applicant be employed by the District.
4. Classified

- a. The Administrator or Supervisor will review applications after the closing date in the Personnel Office.
    - b. Administrators or Supervisors will select from and conduct interviews of applicants who meet established qualification requirements.
  5. If an applicant is selected for an interview, the administrator or his or her designee will contact him or her to arrange for the interview. The applicant may be requested to report to the designated school or department for the interview.
  6. After all selected candidates have been interviewed, the administrator or supervisor will complete and submit to the Assistant Superintendent- Personnel, the Recommendation to Hire.
- D. Hiring Procedure
1. The administrator submits a Recommendation to Hire form to the Personnel Department.
  2. The Superintendent (or their designee) reviews the Recommendation to Hire form and approves or disapproves of the hire.
  3. A Letter of Intent is issued to the successful candidate after the approval.
  4. Once the applicant receives approval, and reference and background checks are positive, a contract will be issued. Final approval is dependent upon positive background checks, which may include: criminal history, educational history, and employment history.
  5. The new employee will then be contacted and told when and where to report for work.
  6. An administrator/supervisor may only **recommend** that an applicant be employed by the District. S/he may not hire, or give the impression that the applicant has been hired until the recommendation has been approved by the Superintendent.
- E. Background Investigation
1. All applicants for employment with the district are subject to work history, education history and reference investigations, including but not limited to substitutes, volunteers, casual, or anyone with unsupervised access to students. Each finalist or applicant recommended for employment will be subject to criminal background investigation, including mandatory fingerprinting, at his or her expense, as a condition of employment or of further consideration for employment.
    - a. Persons previously employed by the District in any capacity who have had a break in service will need to be fingerprinted upon re-hire. Likewise, employees changing status from substitute or casual employee to a (regular) certified or classified employee will need to undergo a background check.
    - d. USERRA. Employees who leave for military (active duty) service are not considered as having a break in service and thus will not need a fingerprint background check upon returning to work pursuant to USERRA provision.
  2. All background checks on applicants will be conducted through the Personnel Office.
  3. All offers of employment shall be expressly contingent upon the satisfactory completion of background investigations.
  4. Criminal History Investigations
    - a. Criminal convictions shall not automatically bar an applicant from employment, but pursuant to the Criminal Offender Act, NMSA 1978, 28 2-5, may be the basis for refusing employment.
    - b. Information from background checks shall not be disclosed except to persons directly involved in the certification or employment decision involving the applicant of employee.
    - c. Pursuant to state law, the Superintendent will report to the State Department of Education any known conviction of a felony or misdemeanor involving moral turpitude of a certified school employee that results in any type of action against the

school employee. All certified administrators shall report any such information to the Superintendent.

5. Reference Checks
  - a. Job-related inquiries will consist of all references, current or former supervisors and other persons who can provide relevant information to verify the applicant's knowledge, skills and abilities and other job-related qualifications.
  - b. All references and previous employers will be contacted before selections are made.
  - c. Reference checks for Principal and Administrative positions will be made by an assigned administrator. Reference checks for all other positions will be made by the immediate supervisor of the position to be filled.
  - d. All information obtained through reference checks are considered confidential and will be maintained and handled accordingly by the Personnel Office.
6. The administration may also conduct background investigations of incumbent employees if it becomes aware of facts, circumstances or conduct that give rise to a reasonable suspicion that undisclosed aspects of the employee's background might disqualify him or her to continue in employment with the district.
7. ALL applications, attachments to the application(s), and final interview and score/rating sheets will be kept on file by the hiring supervisor.

F. Nepotism

1. A local superintendent shall not initially employ or approve the initial employment in any capacity of a person who is the spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter or daughter-in-law of a member of the local school board or the local superintendent (NM State Statute, HB 212, Section 22-5-6).
2. The local school board may waive the nepotism rule for family members of a local superintendent.
3. Nothing in this section shall prohibit the continued employment of a person employed on or before March 1, 2003.

## VIII. Licensure

- A. Minimum Qualifications
  - 1. All teachers, counselors, librarians, administrators, specialists, instructional support employees (educational assistants and special education assistants), and ancillary employees, must possess the training and education required by the NM Public Education Department to hold a valid license in the appropriate area of assignment.
- B. Name Changes
  - 1. A licensed employee must report a name change to the Professional Licensure Unit, in writing as soon as possible.
  - 2. The original license must be returned to the Licensure Office to make the correction.
- C. Licensure Requirements
  - 1. The responsibility of obtaining a valid New Mexico teacher/administrator license lies with the employee, **not** the Personnel Office.
  - 2. Gallup-McKinley County Schools require an application for licensure be submitted with payment to the New Mexico Public Education Department (NMPED) before beginning work.
  - 3. A valid license must be on file in the Personnel Office within 90 work days from beginning of employment duties in accordance to Public School Code, Art. 8. Reg. 77-8-3, Section A; otherwise the District may no longer compensate the employee.
    - a. Administrative action will be initiated to remove the employee from the District, either by resignation or discharge. This information is also stated in the licensed teacher/administrator contract and/or state law.
  - 4. Although it is not the responsibility of the Personnel Office to obtain the required license for the teacher/administrator, the Personnel staff can offer assistance without taking liability.
  - 5. In accordance to the Public Education Department regulations, the District cannot employ anyone in a position requiring a license by the New Mexico Public Education Department without a valid license. Employees should let the Personnel Office know if they are having problems in obtaining licensure.
  - 6. Specific licensure requirements and instructions for Licensing and Continuing Licensure Renewal Forms are available in the Personnel Office or the Public Education Department website.
  - 7. The Personnel Office requests copies of any information sent to the employee by the State Licensure Office. The information is used to maintain current information regarding the progress of the employee in the licensure process.
- D. Skilled Trades
  - 1. Skilled trade positions receiving the Lead Technician III increment will be appropriately licensed in their respective skilled craft by the New Mexico State Building Trades.
  - 2. The Personnel Office requires copies of current licenses by the New Mexico State Building Trades. The information is used only to maintain current information regarding the progress of the employee in the licensure process, and to determine eligibility for payment for the appropriate "licensed/skilled" increment.
- F. Testing and Licensure Fees
  - 1. Any fees associated with obtaining the appropriate license for employment are the responsibility of the employee or applicant.

## **IX. Performance Appraisal**

- A. Performance Appraisal will be conducted in accordance with New Mexico State Law.

## **X. Transfer and Reassignments**

### **A. Policy**

It is the policy of the Gallup-McKinley County School District to consider employees already within the District, who have submitting a written request for transfer as described in this policy for placement in vacant positions.

- 1. All in-district applicants will be granted an interview if they meet the qualification requirements as advertised.
- 2. Procedural violations of this policy will be corrected promptly, or the matter may be subject to challenge through the District's Grievance Procedure.

### **B. Administrative Transfers/Reassignments**

- 1. The Superintendent may assign, reassign, and transfer personnel to secure the highest efficiency for educational programs (Board Policy Manual).

### **C. Application for Transfer**

#### **1. Classified (Licensed and Non-Licensed)**

- a. Classified employees who wish to be considered for a classified position must complete the Internal Application for Classified Positions and obtain his/her administrator/principal's signature acknowledging their intent to seek transfer.
- b. All employees considered for transfer must meet the minimum qualification requirements as stated on the class specification or job description for the position.
- c. The employee will submit the signed Internal Application for Classified Positions to the Personnel Office by the closing date specified on the advertisement.
- d. After the closing date, Personnel Office will provide copies of applications to the administrator/principal making the selection.
- e. The administrator/principal reviews all eligible applicants provided by the Personnel Office.
- f. If a transfer applicant is selected to fill the vacancy, the administrator/principal will use the Approved Transfer Decision form to send his/her decision, with comments, to the Personnel Office for acknowledgment. A copy will be sent to administrator/principal of the employee requesting for transfer.

#### **2. Teachers/Administrators**

- a. Requests for transfer must be made on the District's form, "Request to Transfer," and must be acknowledged by signature of the employee's current supervisor or administrator.
- b. The receiving supervisor or administrator acknowledges receipt of the request, signs it and returns the form to the employee and Personnel.
- c. If a vacancy exists at the receiving school for which the transfer applicant is qualified, an interview will be conducted

3. All employees requesting consideration for transfer, who are eligible and meet the position qualifications will be granted an interview.
  4. Disapproval of Transfer Request
    - a. If the request for transfer is disapproved by the supervisor or administrator, it must be so indicated on the same form, with a comment, and returned to the employee. A copy of the transfer request must also be sent to the Personnel Office.
    - b. The discretionary judgement by the supervisor or administrator to deny the transfer requests, or the reason(s) given for such a decision will not be subject to the Grievance Procedure.
  7. Transfers of staff will not be allowed after the employee's contract ends unless both the sending and receiving supervisor or administrator agree on the transfer and it is approved by the Associate Superintendent of Personnel.
  8. Transfer forms are available at the building level and/or through the Personnel Office.
  9. Transfer forms must have the immediate supervisor's signature and receiving principal's signature.
  10. Employees seeking transfer may seek approval for the transfer from the Assistant Superintendent - Personnel rather than the administrator/supervisor if either of the following conditions exist.
    - a. The employee cannot obtain approval from the employee's administrator/supervisor who is on less than a 12-month contract and is unavailable due to being between contracts; and/or
    - b. The employee cannot obtain approval from the employee's administrator/supervisor or from the administration/supervisor's of the position for which transfer is being sought because the administrator/supervisor's position is vacant.
- D. Reassignments
1. Changes in assignments at the building level may be made by the Supervisor. Assignment changes will be made with written notification 5 days prior to the reassignment.
  2. Changes in assignment for the following year will not be made after the end of the school year without the employee being notified before the beginning of the following school year.
    - a. Staff affected by the assignment changes will receive written notice informing them of the change and the reason(s) for such changes when possible.

## **XI. Separation From Employment**

### **A. Resignation**

1. According to Board Policy Manual, when an employee resigns from their position with the District, a letter of resignation directed to the Superintendent will be written which includes:
  - a. Last day of work,
  - b. Date request is made,
  - c. Position resigning from,
  - d. Location of position.

### **B. Discharge**

1. Discharge is considered the ending of employment for a licensed staff member, initiated by the District, during the time of employment, for good and just cause as stated in the Board Policy Manual and NMSA 22-10-2.

### **C. Termination**

1. Termination is considered the ending of employment, and is usually implemented in the following manner:
  - a. Initiated by the District at the end of a contract for licensed staff.
  - b. At any time for classified employees (Board Policy Manual).
2. Classified-licensed staff when notice given complies with the terms of the employee's contract or employment agreement (Board Policy Manual).
3. Just cause for Termination exists if an existing position has been eliminated according to law, if an employee has not met licensure requirements, if an employee's performance has been unsatisfactory as determined by the District's adopted Performance Appraisal procedure, if the employee is unable to perform the essential function so their position as identified in the District Job Description, or due to abandonment of the employee's position.

### **D. Retirement**

1. All Regular employees of the Gallup-McKinley County Schools are subject to the Educational Retirement Act and automatically become participants in the educational retirement program. Both the program and benefits are regulated by State statutes.
2. No specific age limit is set by the Board of Education for retirement. Further information regarding retirement may be obtained from the Personnel Office. In addition, a booklet produced by the New Mexico Educational Retirement Board regarding retirement is available to employees from the Personnel Office as well as at [www.nmerb.org](http://www.nmerb.org).
3. Process
  - a. Employees considering retirement should contact the Personnel Office at their earliest convenience to secure the proper forms and information.
  - b. The employee must provide written notification to the Superintendent of their intent to retire.
  - c. The Educational Retirement Board in Santa Fe recommends that employees wishing to retire at the end of their current contract start the retirement process



by March or April of the retirement year.

- d. Employees who retire do not resign from their position, they retire.

- 4. Payment of Unused Sick Leave Upon Retirement
  - a. Employees who retire from the Gallup-McKinley County School District at the completion of their contract year are eligible to receive a final sick leave increment for all of their accrued sick leave.
  - b. The increment will be paid based on the number of days of sick leave remaining as of the last day of the employee's contract year.
  - c. The rate of payment is to be determined annually based on budgetary considerations and announced by a memo from the Superintendent.
  - d. The Personnel Office must receive a dated written notice of the intent to retire no later than April 15 of the retirement year.
    - (1) Employees who provide notice after April 15 will not be eligible for this increment.
    - (2) The "Notice of Intent to Retire" does not replace a formal written letter from the employee to Superintendent indicating that the employee is, in fact, retiring from the District. To be eligible for the sick leave pay increment the retirement letter must be received on or before June 15 of the retirement year.
  - e. Employees on a multi-year contract may receive payment for unused sick leave at the end of any contract year providing they meet the April 15 notification deadline.
  - f. Retirees who return to employment with the District after receiving their final sick leave increment will begin with a zero balance as they accrue sick leave.

E. Absence Without Leave

- 1. An employee is to report to his/her work station each assigned day unless prior approval has been granted by the administrator/supervisor.
- 2. Whenever it is known that an employee is not present for work as expected for three consecutive days and has given no notification to and/or has not requested leave from the administrator/supervisor, it may be determined that the employee has abandoned his or her job.
- 3. The Personnel Office will be notified and the matter documented with the following information by the supervisor:
  - a. Last day of work,
  - b. Possible reasons for the absence,
  - c. Number of days to be docked, if any,
  - d. The date the stop order is to be effective.
- 4. Unauthorized absences may be considered breach of contract or employment agreement and will result in salary deductions, and absences may be used as grounds for discharge or termination.

F. Suspension of Employees

- 1. No one other than the Superintendent of Schools will recommend the suspension of an employee from his or her position. That authority has been given by the State Board of Education only to the Superintendent and must be in accordance with 22-10-A-1 to 39, NMSA 1978 as amended and other applicable laws and regulations.
- 2. In all cases where the District is responsible for the separation of an employee from employment, the procedures will be in accordance with regulations as set forth by State and/or GMCS Board of Education procedures.

## **XII. Leaves and Absences**

- A. Provision has been made by the board of education for authorized absences from duty for good cause. Absences have a very negative impact on the students' instructional programs and leave should not be abused or over-utilized. Absence may be approved for:

### Temporary Leave

Sick Leave  
Paid Time Off (PTO)  
Vacation Leave (12 Mos. Employees)  
Personal Leave  
Non-Medical Funeral Leave  
Military Reserve  
Volunteer Emergency Responder Job Protection Act  
Dangerous Travel  
Professional  
Civic Duty

### Extended Leave

Family and Medical Leave  
Military Service Leave  
Leave of Absence without Pay

- A. All leaves, with or without pay, require advance approval except in emergency situations, in which case approval of leave will be considered after the fact.
- B. School employees are expected to comply with all the provisions of their employment contract or agreement and rules and regulations governing their employment. Absence from the job may be approved only in accordance with policy.
- C. Unauthorized absences may be considered breach of contract or employment agreement and will result in salary deductions and may be used as grounds for dismissal.
- D. Temporary Leaves
1. Paid Time Off (non-CBA)  
Paid Time Off (PTO) is authorized time off for personal use. Each year employees will earn one day of PTO for each month worked. PTO will accrue each pay period until the days earned reflect the number of months on the employees contract. If an employee is on a contract length that less or more than a whole month then the amount of days earned will be rounded to the total number of months completed (ie 10.5 months = 10 PTO days) PTO may only be used during the year that it is earned. All unused PTO during a year will be converted to sick leave on July 1<sup>st</sup> of each year (see sick leave).
  2. Sick Leave  
Sick leave is authorized time off from work by an eligible employee for medical purposes. This includes but is not limited to illness of the employee or eligible members of the employee's family for an incapacitating or contagious illness, medical needs or illness that requires treatment or visits to a licensed practitioner, medicine man or health-related counselor.
    - a. Sick Leave may be requested/approved for the following:
      - (1) Self- illness, injury, pregnancy, childbirth, or disabling medical condition;

- (2) Persons residing in the employee's household - illness, injury, childbirth, or disabling medical conditions; or
  - (3) Immediate family not residing in the employee's household - serious illness, serious injury, or disabling medical conditions.
- b. The immediate family of an employee is defined as the spouse, child, grandchild, parent, siblings, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, others who may reside in the same household, a person who is acting in the place of a parent, or other persons approved by the superintendent's designee.
- c. A pertinent statement from a physician must be submitted upon request of the immediate supervisor or building principal for any absence to be charged to sick leave. The statement must support the absence fully or salary shall be deducted for the entire period of absence.
- d. Teachers or school employees who work directly with children are encouraged to schedule appointments with medical care providers after the conclusion of the instructional day. When an employee is unable to schedule an appointment after the instructional day, sick leave may be requested. The employee's supervisor will make a record of approved and utilized sick leave and deduct hour per hour.
- e. Unused sick leave may be allowed to accrue, without limit until the employee leaves the school district.
- f. Use of sick leave for more than three consecutive days due to the employee's own serious health condition, or to care for a spouse, son or daughter, or parent, with a serious health condition as defined in the Personnel Handbook (Family and Medical Leave Policy), can be considered use of Family and Medical leave, and use of such leave shall be subject to the requirements of the Family and Medical Leave policy, regarding medical certification, and substitution of paid sick leave for Family and Medical Leave.

3. Vacation and Annual Leave

Vacation and Annual Leave are an accrued and authorized absence for rest, recreation, or other purposes when approved by the supervisor.

- a. Annual Leave, for purposes of this policy, is defined as authorized, paid leave earned on a pro-rata basis by administrators on a 246 day contract.
  - (1) The Superintendent and Assistant Superintendents shall be entitled to twenty (20) working days per year of Annual Leave as per the terms of their state approved contract. It will be earned at 8 hours per pay period for the first 20 pay periods.
  - (2) Other administrators employed on a 246 day contract shall be entitled to fifteen (15) working days per year of Annual Leave as per the terms of their state-approved contract. It will be earned at 6 hours per pay period for the first 20 pay periods.
  - (3) Annual Leave for administrators should be taken in the same fiscal year or the succeeding fiscal year as earned. A maximum of twenty (20) days for Superintendent or Assistant Superintendents, and a maximum of fifteen (15) days for other 246 day administrators, may be accumulated and carried over to a succeeding year, or may be placed in the employee's Annual Leave Bank. Once the thirty (30) day maximum is reached in the Annual Leave Bank any unused Annual Leave days remaining at the end of the succeeding year will be lost.
  - (4) Earned, unused Annual Leave for administrators may be accumulated (banked) up to a total of thirty (30) working days. Once days are banked, they may not be withdrawn, except for use under FMLA provisions or other extenuating circumstances approved by the Superintendent. Upon termination, resignation or retirement, payment shall be made for unused annual leave.
- b. Vacation Leave, for purposes of this policy, is defined as authorized, paid leave earned on a pro-rata basis by non-administrative and classified employees on a 246 day contract. This leave will be earned equally during the first 20 pay periods of their contract and totaling at a max of 15 days per year.
  - (1) Vacation leave will be approved and granted after its accrual and not in advance of accrual.
  - (2) Vacation leave should be taken in the same fiscal year or the succeeding fiscal year as earned. A maximum of fifteen (15) days of Vacation Leave may be accumulated and carried over to a succeeding year for classified and non-administrative employees on a 246 day contract.
  - (3) Employees moving from a contract length of less than 246 days to a 246 day contract will earn vacation leave based on the number of years on a 246 day contract only.

4. Non-Medical (Bereavement Leave)

Five (5) days annually may be granted for bereavement leave:

- a. In the case of death in the immediate family at the time when school is in session, the employee may request leave with pay for up to five (5) working days immediately following the date of such death. The immediate family is defined under Sick Leave.
- b. In extenuating circumstances, additional days may be granted by the Superintendent; such days will be charged to earned sick leave or leave without pay. Bereavement leave is not cumulative.

5. Emergency Leave/Special Needs Leave (considered leave without pay)

- a. Other emergency or special needs must be requested by the employee and submitted in writing to the immediate supervisor. Such leave requests must be supported by the

- immediate supervisor and approved by the superintendent. Examples include: Personal Leave requests to extend a holiday, including the start or end of a contract year; catastrophic events; other emergencies that require an employee to be absent from work.
- b. Special needs leave requests must be submitted a minimum of two (2) weeks in advance to the immediate supervisor. Where catastrophic or emergency situations exist, the request is to be made as soon as possible by the employee and may be made orally, with a written request to follow.
  - c. Special needs leave requests may be granted up to a maximum of five (5) days once per school year to an employee.
  - d. Personal and/or Annual/Vacation leave must be used for all approved special needs leave requests.
  - e. If Personal and/or Annual/Vacation leave is exhausted, up to five (5) days of paid leave may be granted by the Superintendent for employee requests that fall under the "catastrophic" or "emergency" categories and which are supported by the immediate supervisor. If the request falls under Personal Leave, then the employee may be granted Leave Without Pay. In addition to the medical definitions of "catastrophic" or "emergency" (i.e. situations requiring hospitalization or home confinement for the employee or immediate family), other circumstances that require the employee's immediate attention may fall under this policy. The Superintendent shall have final say on whether to grant special needs leave to an employee. (Catastrophic or emergencies defined under Sick Leave Policy, Board Policy and Sick Leave Bank Policies, Personnel Handbook, Section XIII.F.4).
6. **Funeral Leave**
    - a. Employees may be excused with the approval of their immediate supervisor without loss of pay, for a period up to four hours, to attend funeral services of relatives other than those defined as immediate family in Personnel Handbook (Sick Leave) and/or friends provided no substitute is required, subject to the approval of immediate supervisor.
    - b. If a paid substitute is required, the employee may take personal leave to attend the funeral.
  7. **Civic Duty**
    - a. **Jury Duty**  
The board authorizes leave with pay for regular employees to serve required jury duty, provided that all payments received by the employee from the court as compensation for their services, exclusive of travel, **and jury duty** orders shall be remitted to the school district.
    - b. **Court Appearance Under Subpoena Leave**  
The Board authorizes leave with pay for any regular employee who is subpoenaed to appear as a witness in court or administrative proceedings, provided, that all payments received by such employee pursuant to the subpoena exclusive of reimbursement for travel expenses shall be remitted to the school district to offset the time off the job, and further provided that such paid leave will be allowed only when the employee is not a plaintiff in the proceeding and/or is not testifying against the District.
    - c. **Voting**  
Registered voters may receive authorization for up to two hours paid absence from work to vote in tribal, state or federal elections. The length of absence will be granted at the discretion of the immediate supervisor.
  8. **Military Leave for Military Training (National Guard and Reserves)**
    - a. All school district employees who are members of organized units of the Army, Air National Guard or Army, Air Force, Navy, Marine or Coast Guard Reserves shall be given military leave, not to exceed fifteen working days, with pay per federal fiscal year when they are ordered to duty for training, such leave is to be in addition to other leave including annual leave with pay to which such employees are otherwise entitled.

- b. Members of the Civil Air Patrol shall be granted military leave not to exceed fifteen (15) workdays per calendar year for search and rescue missions.
  - c. Employees requesting for a leave of absence for military training must submit copy of their military orders for field training or other activities.
  - d. The Governor may grant any member of the National Guard or Reserves who is a State Employee, additional military leave with pay in excess of that allowed above, not to exceed fifteen (15) workdays per federal fiscal year, for periods of active duty for training when he deems that such training will benefit the state by enabling that employee to better perform the duties required in his state occupation.
- 9. Volunteer Emergency Responder Job Protection Act
  - a. Any public school employee may not be terminated, demoted or discriminated against in the terms and condition of their employment while serving as an volunteer emergency responder and being absent from their place of employment. To trigger the Act's protection, either the Governor or President must have declared the existence of an emergency of disaster.
  - b. An employee who will be absent in response to a declared emergency or disaster must make a reasonable effort to notify her/his employer of that absence. Written verification from any state or local office managing an emergency or disaster of the dates and time that the employee served as a volunteer emergency responder may be requested by the employer.
  - c. An employer may charge regular pay against an employee for the time that the employee is absent from employment due to service as an emergency responder. The benefits of the Act are only available for a period not exceeding 10 regular business days in a calendar year.
- 10. Dangerous Travel Leave
  - a. Leave will be granted for dangerous traveling conditions when returning to the school district from a holiday when severe travel conditions exist. Granted leave will be taken from the employee's sick or personal leave at the employee's discretion. Employee pay will be docked if there is no accrued sick or personal leave. Dangerous traveling conditions must be verified in writing by a law enforcement official or local transportation official. Forms for this leave are available from your principal or supervisor and should be taken with the employee when traveling during the school year, and when dangerous conditions exist.
  - b. This leave is not to be used for to and from work. A 2-hour delay or cancelled day will be called at the discretion of the Superintendent when conditions warrant the need.
- 11. Professional Leave

Professional leave of absence may be granted to school employees for absence which is required because of approved professional commitments and is in the best interest of the school district. Professional leave falls into two main categories:

  - a. In-state professional leave/travel:
    - (1) Must have approval of the building supervisor. The Board of Education does not approve this leave.
    - (2) Travel requests for this leave, as for any leave, must have authorization granted at least one week prior to departure.
    - (3) The travel request must have the signatures of the building supervisor, the appropriate Assistant Superintendent and the Superintendent.
  - b. Out-of-state professional leave/travel:
    - (1) Must be approved by the Superintendent.
    - (2) The Superintendent will then propose the leave to the Board of Education for its approval. Board approval is required for out-of-state travel.
    - (3) The travel request form must have the above signatures, and approval one week prior to departure.
    - (4) The following guides will be used in granting release time and/or travel

expenses for professional leave - value of meeting or conference; funds available in the appropriate budgets; availability of a substitute, if necessary (Board Policy G-3000 GCCE).

- (5) Per diem may be paid as provided in state law and board policies. The necessary forms and/or procedures are available at the Business Office (Board Policy G-3000 GCCE).
- c. The Board of Education may require that the employee taking the professional leave make a report to them of the content of the training and its impact on the District, in writing and/or orally, at a subsequent Board meeting.

F. Extended Leaves

1. Family and Medical Leave

This policy is adopted to implement the federal Family and Medical Leave Act of 1993 (FMLA) pursuant to the terms, conditions, and limitations of the Act. In the event of any conflict between the provisions of this or any other leave policy of the District and the provisions of the FMLA, the latter will prevail.

- a. FMLA and Workers' Compensation Benefits are administered concurrently.
- b. Pursuant to the FMLA, employees are permitted up to 12 work weeks of unpaid leave per year during any 12-month period.
  - (1) The 12-month period within which each employee may take 12 weeks of leave under FMLA will be a "rolling" 12-month period, measured backward for each employee from the first time each such employee uses leave under the FMLA.
  - (2) Spouses employed by the District are limited to a combined total of 12 work weeks per year for the birth or placement of a child, or to care for a parent. (3) Each spouse may take up to 12 weeks a year for covered leaves, to care for a spouse or child, or for treatment of the employee's own serious health condition.
- c. Family and medical leave can be requested for the following reasons:
  - (1) Childbirth and infant care.
  - (2) Placement of a child with the employee for adoption, or placement of a child with the employee by a state agency for foster care (entitlement to leave for birth or placement of a child expires 12 months after the birth or placement of the child).
  - (3) Care of the employee's spouse, son or daughter or parent with a serious health condition; and
  - (4) The inability of an employee to perform his or her job duties due to his or her own serious health condition, or the necessary absence from work of an employee to receive medically necessary treatment.
  - (5) A "serious health condition" is an illness, injury, impairment, or physical or mental condition that:
    - (a) Requires in-patient care in a hospital, hospice, or residential medical care facility; or
    - (b) Requires continuing treatment by a health care provider and which, if left untreated, would likely result in an absence from work of more than three days; or
    - (c) Involves pre-natal care.
  - (6) A "serious health condition" does not include voluntary cosmetic treatments unless inpatient care is required, or routine physical examinations.
- d. Employees who take family/medical leave must first utilize all available leave they have accrued. The reason for leave must correspond with the basis for leave under the District's leave policy.
- e. An employee seeking leave on the basis of serious medical condition of the employee or the employee's spouse, son, daughter, or parent, must provide certification issued by the health care provider of the employee, or of the employee's spouse, son or daughter, or parent, stating:
  - (1) the date the condition began.
  - (2) it's probable duration.

- (3) appropriate medical facts,
    - (4) and that, for a specified time, either:
      - (a) The employee is unable to perform his or her job functions; or
      - (b) Will be unavailable to do so while receiving necessary medical treatment, or
      - (c) The employee will be needed to care for the sick family member.
  - f. If the medical certification is questioned by the District, the District may require the employee to seek the opinion of a second health care provider, who is not regularly employed by the District, at the District's expense.
  - g. If the opinions of the first and second health care providers differ, the District may require the employee to obtain a third opinion, at the District's expense, from a health care provider agreed upon by the employee and the District. The third opinion will be final and binding.
  - h. Eligibility  
To be eligible for leave under the Act, an employee must have worked for the District for a total of 12 months, during which the employee must have worked a total of 1250 hours.
  - i. In each District building, there shall be posted a notice to employees, describing the provisions of the FMLA, provided, and approved by the Wage and Hour Division of the United States Department of Labor.
  - j. Application Process
    - (1) An employee requesting leave will submit a "Request for Leave" form to the Assistant Superintendent - Personnel, through his or her immediate supervisor/administrator.
    - (2) All requests for family/medical leave must be approved by the employee's supervisor and a Personnel Office administrator.
    - (3) An employee seeking leave will explain the reasons for the needed leave on forms provided by the District.
    - (4) It will be the District's responsibility to identify the requested leave as covered by the FMLA and as paid or unpaid on the basis of leave time accrued under other District leave policies.
    - (5) Such identification will be made at the time leave is requested or during such leave, on the basis of information provided by the employee.
  - k. When an employee is under FMLA leave, the District will continue to pay the Board's share of health insurance premiums. If the leave is unpaid, the employee will need to make arrangements with Business Services to pay their share of the insurance premiums.
2. Military Leave - Active Duty
- a. Employees requesting for a leave of absence for military training must submit a copy of their military orders for field training or other activities.
  - b. Leave without pay for compulsory military service shall be granted for the period of compulsory military service.
  - c. The employee whose absence from a position of employment by reason of service in the uniformed services shall be entitled to the reemployment rights and benefits and other benefits as required by the U.S. Department of Labor's Uniformed Services Employment and Reemployment Rights Act (USERRA); and given credit year for year on the salary schedule and retirement schedule as required by State law. Employees are subject to applicable leave provisions described in Personnel Handbook (Military Leave for National Guard and Reserves).
3. Leave of Absence Without Pay
- a. Apart from circumstances covered by the Family and Medical Leave Policy, leave of absence without pay may be granted at the discretion of the board of education to personnel who have worked continuously for three years upon application, in writing, to the superintendent of schools.
  - b. Such application shall specify the beginning and termination dates of the proposed leave period and the reason for the request.



- c. In no case, however, shall the proposed leave period exceed one calendar year from the specified beginning date. Such application may be acted upon by the Board in regular session upon recommendation of the superintendent.
- d. Personnel who are on Leave of Absence Without Pay are not considered to be employees of the district during the leave period.
- e. Leaves of absence shall be granted upon the following terms and conditions, unless specifically varied by written agreement between the Board and the staff person applying for leave:
  - (1) The applicant for a leave of absence shall diligently pursue the stated Objective of the leave in good faith and shall promptly notify the superintendent in the event that the objective is achieved before the expiration of the specified leave period.
  - (2) If the leave of absence extends beyond April 1, of a school year, the applicant shall notify the superintendent in writing on or before April 1, that he or she wishes to be considered for employment for the following school year.
  - (3) Upon return from a leave of absence, the district is only obligated to assign the applicant to a vacant position for which the applicant is qualified which is in the following year's budget. This determination is not governed by the district's reduction in force policy, if any.
    - (a) The district is not obligated to terminate, reassign or otherwise remove any other employee, to create a position for the applicant, nor is it required to hold open the position previously filled by the applicant or to create a new position for the applicant.
    - (b) Determination of whether a vacant position exists, (a budgeted position that has no incumbent) shall be made by the District.
    - (c) If no vacant position exists at the time of this determination, the applicant shall have preference for vacant positions which become available prior to the beginning of the next school year.
- f. Failure of an employee to notify the superintendent's office of intention to return to regular employment at least thirty (30) days prior to the termination of the leave period shall be construed as a resignation and relieves the Superintendent of re-employment liability.
- g. An employee granted a leave of absence by the Superintendent shall not lose accumulated sick leave.
- h. Leaves of absence will not be granted to take other employment outside Gallup• McKinley County Schools, or to go into business.
- i. Persons returning to work, who have been on a Leave of Absence Without Pay, must complete a New Employee Packet and applications to become eligible for district group benefits.

4. "Leave Without Pay" (LWOP),

- a. An employee does not have the *right* to "leave without pay" (LWOP). If an employee requests LWOP, it must be in writing and the supervisor may approve or deny the request. Supervisors should only approve requests for catastrophic events or unforeseen emergencies. If the request is approved, no further action should be taken at that point. If the request is denied or if the employee does *not* notify their supervisor of the request for LWOP, a letter of reprimand must be written for the absence and a dock in pay must be submitted immediately into iVisions and the Director of Personnel must be notified. Any LWOP absences after a letter of reprimand has been issued constitutes insubordination, a letter of insubordination must then be written and the absence may be grounds for termination/discharge.

- b. All LWOP, approved or unapproved, must be justified in writing by the employee and must be kept on file at the school site.
- c. A principal or supervisor may approve a total of three (3) days of LWOP per year to an employee. Any LWOP beyond the three (3) days in a school year must be requested in writing by the employee and approved in advance by the Superintendent. An accumulation of four (4) or more days of LWOP that has *not* been approved by the Superintendent may be grounds for termination/discharge.
- d. If an employee misses three (3) consecutive days without notification to their supervisor, it is considered “no call/no show” and is a breach of contract. With written recommendation from the supervisor, the personnel office will begin termination/discharge of employment of the employee.

5. Sick Leave Bank

A pool of sick leave days is available for eligible employees to draw upon when an unusual or catastrophic illness, disability, or injury occurs that requires extended hospitalization or home confinement for the employee. (see sick leave handbook)

### **XIII. Grievance (non-CBA employees)**

- A. "Grievant" shall mean an employee who is personally and directly affected by a condition for which he or she seeks a resolution.
- B. A "grievance" shall be an allegation by an employee that an action taken by a supervisor is unfair or improper, or that there has been a violation, a misinterpretation or an inequitable application of Board policy, administrative rules, or procedures, that directly and adversely affects the grievant. A single grievance may not be submitted jointly by more than one (1) grievant.
- C. "Resolution(s)" shall be the proposed written decision by the appropriate administrator(s) in response to the grievance.
- D. "Parties in interest" shall be the grievant and the supervisor or other employee(s) of the District whose conduct or actions are the subject of the grievance.
- E. The following situations are not covered by this grievance procedure and are therefore not grievable under this policy:
  - 1. The discretionary act(s) of professional judgment relating to the evaluation of the work performance of any employee by his or her immediate supervisor, including the issuance of a Professional Growth Plan to address substandard work performance;
  - 2. Any personnel decision made by the Superintendent of Schools, including, but not limited to, a refusal to re-employ, a discharge, a demotion, or any other action directly and adversely affecting the employment of an employee which are covered by state law;
  - 3. Any personnel decisions made by the Superintendent of Schools relating to conducting a special employee evaluation, reductions in force, issuance of a Professional Development Plan, evaluations of licensure, performance of investigations of misconduct, placement on administrative leave with pay, transfer, reassignment and assignment of duties and responsibilities.
  - 4. Any personnel decisions made by the Superintendent of Schools related to personnel actions regarding amendments to employee's contracts, employment agreements, and/or special increments addendum.
  - 5. Situations in which the Superintendent and Board are without authority to act;
  - 6. Situations in which the remedy for the alleged violation exclusively resides in some person, agency, or authority other than the Superintendent or Board;
  - 7. Situations as to which a different procedure or remedy has been provided by the Board through policy, procedure or practice;
  - 8. Situations as to which the procedure within the School District is prescribed by state or federal authority; and
  - 9. Situations involving a grievance by a contractor with the School District.
- F. A grievance cannot be filed by a former employee after the effective date of resignation, termination or discharge of employment.

- G. Failure of the grievant to follow the procedure in the succeeding steps as listed below, failure to timely file or timely appeal, use of improper petition forms, or use of a bypass procedure through any other means not listed in this process shall render the grievance null and void at the discretion of the Superintendent of Schools.
- H. Should a grievant file a Charge of Discrimination with the U.S. Equal Employment Opportunity Commission, the Human Rights Division of the New Mexico Department of Labor or file a complaint with the Office for Civil Rights for the U.S. Department of Education regarding the matter to be grieved, the grievance will be dismissed without further action. The seeking of other remedies permitted by law or by a union collective bargaining agreement will render a grievance under this policy null and void.
- I. Once the grievance has been resolved or rejected, it may not be re-instituted by the same grievant.
- J. A grievance is interpreted to be an unresolved individual issue rather than a group complaint.
- K. At the discretion of the Superintendent of Schools, a grievance may be placed into the grievance process at any step appropriate due to the alleged facts of the grievance or where the level of management would be unable to resolve the grievance.
- L. General Procedural Requirements:
  - 1. A grievance must be initiated at Level 1 within ten (10) work days of the date upon which the grievant became aware of the circumstances which gave rise to the grievance.
  - 2. No persons shall suffer retaliation, recrimination, discrimination, harassment, or be otherwise adversely affected because of his or her use of this grievance procedure.
  - 3. Whenever possible, any grievance conference or hearing at any level shall be scheduled during a mutually convenient time that does not conflict with the regularly scheduled school program.
  - 4. A grievant requiring the attendance and testimony of other employees shall have the right to bring such witnesses as are willing to testify in his or her behalf, and any necessary substitutes or released time shall be provided and the expense paid by the School District when hearings must be scheduled during the school day.
  - 5. A separate file shall be maintained by the School District for grievances. All documents produced during the processing of a grievance shall be filed therein. All parties shall maintain confidentiality with regard to the proceedings and the resolution of the grievance shall not be made public unless agreed to by the grievant and the Superintendent, or unless the grievant pursues the matter beyond this policy. Nothing in this policy shall prevent the School District from using information from a grievance in defense of any legal action initiated against the School District, its administrators or employees.
  - 6. Nothing contained herein shall be construed to limit in any way the ability of the School District and the grievant to resolve any grievance by informal means.
  - 7. A grievant may terminate the process at any level if he or she indicates in writing a desire to do so, accepts the resolution at that level, or fails to pursue his or her grievance by filing at the next level within the specified time limit.
  - 8. All grievances shall be filed and processed on grievance forms prepared by the School

District and available in the office of each principal or in the School District's central office.

9. The time limits at any level may be extended by written mutual agreement between the grievant and the supervisor, Assistant Superintendent of personnel, or Superintendent.
10. Under this policy, the grievant has no right to representation at any step of the grievance process. The supervisor or administrator hearing the grievance at any level may permit at his or her discretion representation of the grievant.

M. Procedural Steps

1. Level 1 (Informal Conference)

Prior to the filing of a formal written grievance and within ten (10) work days of the date giving rise to the grievance, the grievant shall first discuss his or her grievance with his or her immediate supervisor in a good faith attempt to resolve the grievance prior to the filing of a formal grievance.

2. Level 2 (Supervisor)

If the grievant is not satisfied with the discussion and disposition of his or her grievance at Level 1, he or she may file a grievance using the Gallup-McKinley County Schools (GMCS) Grievance Form with his or her immediate supervisor within ten (10) work days of the date upon which the grievant became aware of the circumstances which gave rise to the grievance. The immediate supervisor shall communicate his or her proposed resolution in writing to the grievant within five (5) work days from the filing of the written grievance. Although no conference is required at this level, the immediate supervisor shall have the discretion to require a conference and gather such evidence prior to the preparation of the decision that would assist in any appropriate resolution of the grievance. The conference, if any, shall be as informal as possible and shall be conducted as the immediate supervisor feels is appropriate for a full understanding of the grievance, the position of the grievant and the evidence supporting that position.

3. Level 3 (Assistant Superintendent of Personnel)

If the grievant is not satisfied with the resolution of the grievance at Level 2, or if the supervisor fails to issue a proposed resolution within the time limit set forth above, the grievant may file the grievance with the Assistant Superintendent of Personnel within five (5) work days after the resolution was rendered or was due. The Assistant Superintendent of Personnel may meet with the parties involved in the grievance. The Assistant Superintendent of Personnel shall have the right to ask any questions of the interested parties as he or she deems necessary. Within ten (10) work days following receipt of the grievance, the Assistant Superintendent of Personnel shall render his or her written proposed resolution to the grievant. In arriving at his or her decision, the Assistant Superintendent of Personnel has complete discretion in determining such relief, if any, as he or she believes is appropriate, regardless of the relief requested.

4. Level 4 (Superintendent)

If the grievant is not satisfied with the resolution of the grievance at Level 3, or if the supervisor fails to issue a proposed resolution within the time limit set forth above, the grievant may file the grievance with the Superintendent of Schools, within five (5) work days after the resolution was rendered or was due, if none was received. The Superintendent may meet with the parties in interest to the grievance. The Superintendent shall have the right to ask any questions of the interested parties as he or she deems necessary. Within fifteen (15) work days following the hearing, the Superintendent shall render his or her written proposed resolution to the grievant. In arriving at his or her decision, the Superintendent has complete discretion in determining such relief, if any, as he or she believes is appropriate, regardless of the relief requested. The decision of the Superintendent with regard to the grievance shall be final.

## **XIV. Workers' Compensation**

### **A. Coverage**

1. All employees are protected under the provisions of the Workers' Compensation Act of the State of New Mexico.
2. On-the-job accidents and occupational diseases incurred while working for the District are covered, including while traveling on official school business.
3. Family Medical Leave Act, if eligible, and Workers' Compensation benefits are administered concurrently.
4. Benefits payable include all medical, surgical, and drug expenses and weekly compensation (at% of the employee's weekly average salary) beginning after the first seven (7) calendar (5 working days) of disability.
5. If the disability period lasts more than 28 calendar days from the date of covered injury or illness, compensation benefits will be allowed from the initial date of disability (see E. Below for more details).

### **B. Processing**

1. The following guidelines must be adhered to in the event of a job-related accident during the normal scope of your duties. Failure to follow these may result in your claim being denied by Workers' Compensation. All three forms listed below must be completed and submitted to the Personnel Office.
  - a. Notice of Accident Form, NOA-1 (12/01)  
This form must be completed no later than 10 days after injury. It must be completed by the employee, dated, and signed with the original given to the supervisor. All injuries even if medical treatment is or was not required, must be reported to the employee's supervisor as soon as possible. The injury must have occurred within the scope of performing normal duties.
  - b. Employers' First Report of injury or Illness, State of New Mexico WCA El.2 Form, (5-93) The employee will complete the El.2 form and send it to the site supervisor or secretary. The supervisor must provide the employee with a copy. This form is to be completed only by the injured employee.
  - c. The supervisor or school (site) secretary will enter the claim on the CCMSI internet site and forward the original to Personnel within the ten (10) day required reporting period
  - d. OHMS-Release of Medical Information forms (2)  
All employees who file a claim are required by statute to sign these forms.

### **C. Medical Treatment**

1. If medical treatment is required for a work-related injury, the employee may go to the medical provider of your choice.
2. Employees hurt on the job within New Mexico must seek services only from a New Mexico physician or care facility.
3. Emergency Treatment
  - a. If an employee is injured when their medical provider of choice is not open the employee may seek necessary emergency medical treatment at the emergency room of the nearest hospital.

- b. For further treatment, employees may go to the medical provider of their choice in New Mexico.
4. If prescriptions are needed, for a covered injury the employee should not be charged for prescriptions. The pharmacist must call the Personnel Office for verification.

D. Billing

1. The medical provider must be informed that this is a Workers' Compensation claim and that all bills (paid or unpaid) must be sent to:

Gallup-McKinley County Schools  
Personnel Office  
640 Boardman  
P.O. Box 1318  
Gallup, New Mexico 87305

2. Employees and/or the medical provider must submit all bills, paid or unpaid, to the Personnel Office. These will be forwarded to our Workers' Compensation carrier for payment or reimbursement to the employee if the bill was paid in advance.

E. Use of Sick Leave for a Work Related Injury

1. The employee must use any accrued sick leave for the first five (5) working days they are off work due to a Workers' Compensation injury.
2. If the employee must miss more than five (5) working days due to a Workers' Compensation injury/illness, they may elect one of the following options (on form provided):
  - a. Employee may elect to go on Workers Compensation Leave Without Pay status (WCLWOP). This means the employee only receives payment from Workers Compensation equal to % of the employee's daily rate; or
  - b. Employee may elect to utilize accrued sick leave or other qualifying District leave benefits and retain full salary. Sick (or other) leave will be deducted at % day per actual day missed, beginning on the 6<sup>th</sup> work day missed due to a Workers' Compensation injury/illness.
3. Time off due to the injury must continue to be recorded on the employee's sick leave card. The first five working days missed will be recorded on the back of the leave card as sick leave days used for a Workers' Compensation injury (e.g. 9-18-07 WC Sick Leave).
4. Time off, thereafter will be recorded as either "W/C, S/L, W/C Leave Without Pay" (WC LWOP) if the employee chooses not to use eligible leave, or has no eligible leave.
5. The day of the injury is counted as a day worked regardless of how much of the workday is missed after the injury. The employee will not be charged Workers' Compensation Sick Leave for the day if the employee seeks medical treatment.
6. If the employee does not have Sick Leave at the time of the injury the employee will be placed on Workers' Compensation leave without pay for every day of work missed and will be recorded as Workers' Compensation LWOP on the leave card (e.g. 9-18-07 WCLWOP).

F. Benefit Payments

1. Weekly Workers' Compensation benefits are not payable for the first 5 days off work. Benefits are payable on the 6th working day off work (8th calendar day).

2. Workers' Compensation benefits are 2/3rds of the employee's average weekly salary. If and/or when the employee has been off work a total of 28 calendar days due to this same injury, Workers' Compensation will reimburse the district for the first 5 days of Workers' Compensation Sick Leave taken. The 5 days will also be reinstated on the employee's leave card.
3. All Workers' Compensation checks will be mailed to the Personnel Office. Employees using District leave benefits to retain full pay must endorse their Workers Compensation checks (sign over to the District). For Employees under Workers Compensation Leave Without Pay status, arrangements may be made to mail checks directly to the employee from Workers Compensation.

G. Time Lines

1. All accidents must be reported to our carrier within ten (10) days of the time the administrator/supervisor was notified of the accident. This must be done on the CCMSI internet site by the site supervisor or designated secretary. Supervisors should retain a copy and forward original forms to the Personnel Office immediately.
2. An injury not reported by an employee within fifteen (15) calendar days of the date it occurred will not be covered by Workers' Compensation.
3. If the employee does not inform his/her supervisor of the accident within ten (10) days of the date the accident occurred, Workers' Compensation has the authority to deny the claim and to refuse payment of any medical bills. In this case, it becomes the employee's responsibility for the payment of any related medical expenses.

H. Substitute teachers and/or other "casual employees" receiving compensation are covered by Workers' Compensation.

I. Payment of Insurance Premiums

1. After all eligible leave is exhausted due to a Workers' Compensation injury, employees are placed on Workers' Compensation Leave Without Pay.
2. To continue health and dental insurance benefits, it will be necessary for the employee to pay any insurance premiums directly to Gallup-McKinley County Schools when payroll checks are no longer issued.
3. Premium payments are due in the Business Office on or before the twentieth (20th) day of each month. If the premium payment is not received by that date, no payment will be made for the employee's insurance and the insurance may be canceled.
4. If the employee is on Workers Compensation Leave Without Pay (WCLWOP) status the District will continue payment of the Board's portion of the insurance premium until the employee returns to work from this qualifying disability or through the end of the current fiscal year (June 30), whichever occurs first.
5. It is the responsibility of the employee to maintain contact with the Personnel Office and Business Office to determine the status of personal medical insurance premiums and the procedures for continued payment of all insurance premiums.



## **XV. General Working Conditions**

### **A. Restriction on Hiring**

No employee will be employed or transferred into the same working environment in which a licensed school administrator is the immediate supervisor and is related to the employee within the following relationships: mother, father, husband, wife, sister, brother, son, or daughter; provided that such employment may be approved if first disclosed and specifically approved by the Superintendent at an open meeting (Board Policy Manual).

### **B. Staff Wellness**

Staff wellness is of utmost concern to the Gallup-McKinley County School District. Through its overall awareness and various policies pertaining to school personnel, the District seeks to ensure the safety of employees during working hours. The District realizes some occurrences and events are beyond its control and/or are unforeseeable and asks all employees to engage in positive physical and mental health practices.

1. If there is any doubt of an employee's ability to perform his or her duties, the employee may be required to furnish a doctor's statement certifying that the employee may safely perform his or her duties.
2. If such an occurrence takes place, the District may require the employee to hold the District, management and Board harmless from any liability that may arise from damages caused by the employee's continued work (Board Policy Manual).
3. Employee Assistance Program
  - a. Under the Employee Assistance Program (EAP), any employee who believes he/she has an alcohol or drug problem may discuss this matter with his/her building principal or immediate supervisor.
  - b. The employee, principal, or supervisor may then call the district's Employee Assistance Program (EAP) Provider to discuss the problem. Various methods of treatment may be discussed or the counselor may recommend professionals in the community who can also outline treatment options.
  - c. Although every person experiencing a substance abuse problem does not need residential (in-patient) treatment, it is recognized that this type of therapy is the most effective. Because of this fact, the School Board has agreed that any such employee may come forward, admit to a problem, and have the time off from work needed for in-patient treatment if necessary, all without threat of losing his/her job.
  - d. The employee's sick leave will be used as it would be with any other illness. e. All participation in the Employee Assistance Program will be strictly voluntary. A person who wants to take advantage of this program does not need to fear losing his/her job for seeking help, however, failure to comply with the program established by the EAP or two (2) positive drug/alcohol test will result in termination/discharge.
  - f. The Employee Assistance Program may also be utilized for a variety of other issues, including emotional/behavioral, family or marital, financial, legal, or other personal and job-related problems.

C. Workday

1. Workday- School Site Personnel

- a. Non-exempt employees on a 246 day contract (Custodians and Area Technicians) work an 8 hour day.

2. Central Office Personnel

- a. Central Office Secretaries work a 7.75 hour day. Start and ending times may be adjusted by the Supervisor.
- b. Non-exempt employees on a 246 day contract (M&O, R&D, Custodians, Transportation and other Support Services non-secretarial employees), work an 8-hour day.
- c. Bus Drivers work day is determined by their work agreement with Transportation Services. Student Nutrition employees work day is determined by their contract.

3. Snowdays

- a. On **canceled** days, the following employees at the school site **report to work** as close to regular reporting time as possible (unless otherwise specified):
  - (1) All School Secretaries (9, 10, 11 and 12 month), including Special Education Office Assistants, Counseling Secretaries, Discipline/Attendance Secretaries (anyone paid on a secretary salary schedule);
  - (2) All Custodians (report at the time designated by the principal/supervisor);
  - (3) All Administrators (Principals and Assistant Principals);
  - (4) All Central Office employees (including EDC and Technology Department-based employees) the only exception would be school-based EDC employees paid on a teacher salary schedule).
- b. The following **do NOT report on canceled** days:
  - (1) Counselors, Instructional Support Teachers, all instructional staff (teachers and assistants), Librarians, Library Assistants, Liaisons, Health Assistants, Bus Drivers, and school-based student nutrition (cafeteria) employees.

D. Safety Policy Statement

The Board of Education shall require a safe environment for all students and employees within the resources available to the District and consistent with applicable health and safety laws and regulations. The Superintendent will have overall responsibility for the safety/loss control program of the District.

1. Reasonable precautions will be taken to protect the safety of all students, employees, and others present on District property or at school-sponsored events.
2. All employees shall care for the safety of students under their control. The practice of safety will be an integral part of the instructional program.
3. Each administrator/supervisor will be responsible for the supervision of a safety program for the department or school.
4. Safety committees will be established that will include employee participation.
5. Employees will report all unsafe conditions to their immediate supervisor, comply with established safety requirements, and participate in safety training programs.
6. Employees must also report all accidents to their immediate supervisor.
7. District Maintenance personnel will assess all reports of unsafe conditions in a timely manner to determine level of priority and degree of urgency. "imminent hazards" will be taken care of within 12 hours.

8. Non-maintenance related issues will be forwarded to the District Safety Committee for review and recommended action. Issues referred to the Safety Committee might include construction, equipment purchases, or anything beyond the scope of the Maintenance and Operations budget and/or that exceeds the capacity of the department.
9. The District will take disciplinary action against any employee who willfully or repeatedly violates work place safety rules. This action may include verbal or written reprimands and may ultimately result in termination or discharge.

E. Violence in the Workplace Policy Statement/Prohibiting Violence and Aggressive Conduct by School Employees

1. Violence or violent conduct by employees is inconsistent with the district's mission of instilling respect, self-control, and personal discipline in our students.
2. The effective operation of the district requires that employees strictly avoid subjecting other employees or non-student third persons to violence, the threat of violence, or other forms of physical harassment or intimidation.
3. Violent Conduct by Employees Prohibited
  - a. The prohibitions and exceptions in this policy apply to conduct by an employee on school premises, and while an employee is on duty at, or in connection with, a school sponsored activity.
4. The Board's prohibition of employee violence toward students is set forth in its Policy on Physical Mistreatment of Students (Corporal Punishment). Instances of employee violence toward students shall be addressed according to the terms of that policy.
5. Violent conduct by employees is prohibited, including, but not limited to, the following:
  - a. Any form of physical violence, as defined herein;
  - b. Intimidation, harassment, or any threat of physical violence, communicated by words or conduct;
  - c. Violence toward property, as defined herein, or the threat of violence toward property, communicated by words or conduct;
  - d. Possession, custody or use of a weapon.
6. Definitions: "Physical violence" is any form of intentionally forceful, harmful, hurtful, or patently offensive physical contact administered upon or directed to the body of another, including, but not limited to:
  - a. striking, kicking, squeezing, or pinching any part of the body, or forcefully grabbing the body or clothing, or attempting to do any of the foregoing; or
  - b. restraining or restricting physical movement through physical contact, or attempting to do either.
7. Exceptions: The following actions by an employee are exempted from this policy, and will not constitute a violation of the policy:
  - a. An employee may, but is not required to, reasonably restrain another employee or third party whose conduct is violent or physically disruptive if
    - (1) the conduct of the person-to-be-restrained is directed toward any person, including, but not limited to, any employee, a student, any third person, or the employee himself or herself, or
    - (2) the conduct of the person-to-be-restrained is directed toward school property or the property of another on school premises.
  - b. In any instance in which another employee or third party has refused valid directives to proceed to, to leave, or to avoid entering any part of district premises, and the employee's or third party's refusal creates a disruption or potential disruption of the operations of the school or district, an employee may, but is not required to, exercise a reasonable grasp upon, or restraint of, the other employee or third party for the purpose of moving or removing such person, or for the purpose of preventing the other employee or third party from entering the premises.

8. "Violence toward property," is intentionally damaging or destroying the property of the district, of another employee, or of a third party, or attempting to do any of the foregoing.
9. "Weapon" shall have the same meaning as defined in the School Board's Policy regarding Weapons in School.
10. Interpretation: This policy shall be reasonably interpreted to achieve the Board's goal of preventing and addressing employee violence.
11. In assessing an employee's conduct under this policy, consideration will be given to the totality of the circumstances, including what the employee reasonably perceived, what the employee reasonably intended, and whether the employee's conduct was reasonable under the circumstances and in view of the employee's professional status.
12. Employees whose job duties create the need to possess, carry or use items, instruments, tools or devices which would constitute a "weapon" under the definitions of the Policy regarding Weapons in School shall not be subject to discipline for violation of this policy if the employee has obtained authorization to possess, carry or use such items, instrument, tool or device by making a written request to the School Superintendent which identifies the time, instrument tool or device; the employee name and job title; and a specific reason related to employee job duties or the academic program justifying the need to possess, carry or use the item at school or during school-sponsored activities. Any approval and authorization granted shall be limited to the reasons presented.
13. Discipline: This policy shall be enforced on the basis of "zero-tolerance." An employee who is found to have violated this policy shall be subject to discipline, which may include suspension or discharge for any violation.
14. Reporting
  - a. Violations or suspected violations of this policy shall be reported to the Superintendent, and the Superintendent shall be responsible for reporting violations or suspected violations to district legal counsel for further action as may be necessary.
  - b. In addition, violations of this policy by employees may be referred to law enforcement agencies, in the discretion of the Superintendent and upon consultation with district legal counsel.
15. Nothing in this policy shall limit the right of any person who believes himself or herself to have been a victim of employee violence to pursue criminal charges or other legal remedies as may be available.

F. Tobacco Policy

The Board of Education for the Gallup-McKinley County School District recognizes that the use of tobacco, and like products, presents a health hazard that can have serious implications both for user and non-user and that tobacco-related habits developed by the young may have lifelong harmful consequences.

1. The District is a "tobacco-free" district.
2. The use of tobacco, tobacco products or like devices by employees on duty, at a school function or on property owned or leased by the District, with the exception of District housing, is prohibited.

G. Drug-Free Workplace Policy

1. The purpose of this policy is to insure a drug-free environment for all employees, to establish a drug awareness program for employees, and to provide assurances to state and federal government agencies that the Gallup-McKinley County School District is complying with the requirements of the Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act of 1986 as amended in 1989 and all regulations promulgated thereunder. The GMCS District will make a good faith effort to maintain a drug-free environment through the implementation of this policy.
2. No employee engaged in work in connection with the Gallup-McKinley County School District will unlawfully or without a prescription manufacture, distribute, dispense, possess or use on or in the workplace narcotic drugs, hallucinogenic drugs, 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 21CFR 1300.11 through 1300.15.
  - a. "Workplace" is defined to mean the site for the performance of work, including any school building or school premises; school-owned vehicle or other school-approved vehicle used to transport students to and from school or school activities; off school property during 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 school district where work is performed.
3. As a condition of employment, each employee will notify his or her supervisor of a conviction of any criminal drug or alcohol violation occurring in the workplace, no later than five (5) days after such conviction.
4. As a condition of employment, each employee will abide by the terms of the school district policy respecting a drug-free workplace.
5. An employee who violates the terms of this policy may be suspended or terminated, at the discretion of the Superintendent. In addition, an employee may be referred to law enforcement for any violation of this policy.
  - a. In the alternative, the Board may require an employee to satisfactorily participate in a substance abuse assistance or rehabilitation program approved by the Board.
  - b. If the employee fails to satisfactorily participate in such program, the employee will be subject to non-renewal of employment contract or employment, may be suspended or discharged/terminated, at the discretion of the Superintendent. This treatment option applies to the first offense only.
  - c. Sanctions against employees, including non-renewal, suspension and discharge/termination, will be in accordance with prescribed school district administrative regulations and procedures.
6. A drug awareness program will be established within the district to inform all employees about the dangers of drug abuse in the workplace, the school district's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and assistance, and penalties which may be imposed upon employees for drug abuse violations occurring in the workplace.

H. Alcohol-Free Workplace Policy

1. The Gallup-McKinley County Schools' Board of Education recognizes that all employees serve as role models for students and therefore, must continually conduct themselves in a responsible manner.
2. No employee engaged in work in connection with the Gallup-McKinley County School District will distribute, dispense, possess, use or smell of alcohol in the workplace.

3. "Workplace"<sup>1</sup> is defined to mean the site for the performance of work done. That includes any school building, or school premises; school-owned vehicle or other school-approved vehicle used to transport students to and from a school or school-approved activity, event or function such as a field trip or athletic event where students are under the jurisdiction of the school district where work is performed.
4. As a condition of employment, each employee will notify his or her supervisor of any conviction of driving while under the influence of alcohol, no later than five (5) days after such conviction.
5. As a condition of employment, each employee will abide by the terms of the school district's policy respecting an alcohol-free workplace.
6. An employee who violates the terms of this policy may be suspended or terminated at the discretion of the Board. In addition, a violation of the law in terms of this policy could also result in the employee being referred to law enforcement agencies.
7. In the alternative, the Board may require an employee who violates the terms of this policy to satisfactorily participate in a substance abuse assistance or rehabilitation program approved by the Board.
  - a. If the employee fails to satisfactorily participate in such program, the employee will be subject to non-renewal of employment contract or employment may be suspended or discharge/terminated, at the discretion of the Board. This treatment option applies to the first offense only.
  - b. Sanctions against employees, including non-renewal, suspension and discharge/termination, will be in accordance with prescribed school district administrative regulations and procedures.
8. Employee Assistance Policy shall NOT be construed to authorize or condone an employee's possession, use or presence under the influence of drugs or alcohol on school property or during duty hours or in connection with any school-sponsored activity or event for which the employee has work-related responsibilities. Nor shall an employee assistance policy excuse incidents of employee misconduct while on duty.
9. Such conduct by an employee must be addressed pursuant to the District's Substance Abuse Policy.

I. Drug or Alcohol Testing

1. The Department of Transportation Compliance Policy is the District's official policy regarding Drug or Alcohol Testing for the Transportation and Maintenance and Operations Departments.

J. Use of School Property

School facilities and equipment, described as, but not limited to, classrooms, offices, workshops, storerooms, vehicles, lockers, etc., are provided at all school locations for staff to use in the scope of their employment (Board Policy Manual).

1. All school facilities and equipment remain the property of the school district and are subject to inspection by school officials at any time when issues of health, safety, or inventory control, or when reasonable suspicion exists that the use of school facilities or equipment is not in the best interest of the school district.
2. Public school property may not be loaned for any purpose without consent of the building Principal.
3. Educational and administrative materials, such as handbooks, records, documents, curriculum materials, which have been developed by employees in the performance of their duties are the property of the school district and shall not be appropriated by any employee.

K. District Computer and Internet Code of Conduct

Use of the School District computer system and access to the Internet by students and staff of Gallup McKinley County Schools shall be in support of education and research that is consistent with the mission and curriculum of the district. Internet use is limited to those persons who have been issued district-approved accounts. Use will be in accordance with the District's Acceptable Use Procedures and this Code of Conduct. Users shall, at a minimum, abide by the following:

1. Keep confidential and protect all computer and Internet passwords, codes or logon information from disclosure to others.
2. Protect your own privacy and that of other School District students and staff. Do not reveal your personal information (such as address, phone numbers, or Social Security Numbers) or the personal information of other students or staff.
3. Respect the privacy of other users. Do not use other users' passwords. Unauthorized use of passwords, access codes or other confidential account information may subject the user(s) to discipline and to both civil and criminal liability.
4. Be aware that the School District cannot guarantee the privacy of electronic mail (e-mail). People who operate the system do have access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities.
5. Subscriptions to listservs must be reported to a system administrator. Prior approval for listservs is required for students.
6. Maillistservs must be monitored daily and deleted from the personal mail directory in order to avoid excessive consumption of file server hard-disk space.
7. Be ethical and courteous.
  - a. Do not send hate, harassing or obscene mail, discriminatory remarks, or demonstrate other antisocial behavior. State law prohibits the use of electronic communications facilities to send fraudulent, harassing, obscene indecent, profane, intimidating or other unlawful messages. (See NMSA 1978 S. 30-45-1 et seq.)
  - b. Use appropriate language. Do not swear, use vulgarities or any other inappropriate language.
8. Maintain the integrity of files and data.
9. Treat information created by others as the private property of the creator. Respect copyrights. Software protected by copyright shall not be copied except as licensed and stipulated by the copyright owner.
10. Use the network in a way that does not disrupt its use by others.
11. Do not use the Internet for commercial purposes. Transmission of commercial or personal advertisements, solicitations, promotions, destructive programs or other unauthorized use related to the mission or curriculum of the School District is prohibited.
12. Do not destroy, modify or abuse the hardware or software in any way. Users shall report any suspected abuse, damage to equipment or tampering with files to the School District system operators.

13. Do not develop or pass on programs that harass other users or infiltrate a computer or computing system and/or damage the software components of a computer or computing system, such as viruses, worms, "chain" messages, global mailings, ResEdit, etc. Do not "hack" the system. Attempts to gain unauthorized access to confidential information or private directories maintained by the School District or to circumvent privacy protections on internal files or non-public restricted files, accounts or directories of any external source is a violation of this code of conduct, and may subject the user to civil or criminal liability.
14. Do not use the Internet to view, access download or process pornographic, obscene, indecent, profane or otherwise inappropriate material.
15. Use of the system to access games and use the computer time for game playing shall be restricted solely to instances directed and monitored by instructional staff and is limited to games, which address educational goals.
16. In addition to disciplinary sanctions which the School District may impose upon students and staff under applicable policies, codes of conduct or administrative regulations, the District reserves the right to remove a user's account and deny use and access of the computer system if it is determined that the use is engaged in unauthorized activity or is violating this code of conduct.

**L. Employee Cell Phone Use**

Gallup-McKinley County School Board recognizes advances in technology and the impact that they can have on education; however, they also recognize that inappropriate use of personal cell phones and other electronic devices during instructional time can often disrupt student learning and can also lead to a lack of productivity of other employees. Staff members need to be mindful of the appropriate ways to incorporate these new technologies into the educational setting and also use them with integrity and professionalism. Employees who misuse their personal cell phone or other electronic devices at work shall be subject to disciplinary action in accordance with District Policy.

**M. GMCS Social Media Protocol**

At Gallup-McKinley County Schools (GMCS), we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

**1. Guidelines**

In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room as well as any other form of electronic communication. Three basic beliefs apply to your activities online.

1. Ultimately, you are solely responsible for what you post online.
2. Before creating online content, consider some of the risks and rewards that are involved.
3. Keep in mind that any of your conduct that adversely affects your job performance, the performance of other employees or otherwise adversely affects students, parents, or people who work on our behalf may result in disciplinary action, up to and including termination or discharge.



**2. Know and follow the rules**

Carefully read these guidelines and ensure your postings are consistent with our policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action, up to and including termination or discharge.

**3. Be respectful**

Always be fair and courteous to fellow employees, parents, students or people who work on our behalf. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our Grievance Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening, intimidating, or that disparage others or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or district policy.

**4. Be honest and accurate**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about GMCS, fellow employees, students, parents or people working on our behalf. Express only your personal opinions. Never represent yourself as a spokesperson for GMCS. If GMCS is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of GMCS, fellow employees, students, parents or people working on our behalf. If you do publish a blog or post online related to the work you do or subjects associated with GMCS, make it clear that you are not speaking on behalf of GMCS. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of GMCS."

**5. Using social media at work**

Refrain from using social media or GMCS equipment during working hours, unless it is work-related as authorized by your supervisor. Do not use GMCS email addresses to register on social networks, blogs or other online tools utilized for personal use.

**6. Retaliation is prohibited**

GMCS prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination or discharge.

**7. Media contacts**

Employees should not speak to the media on behalf of GMCS without contacting the Public Relations Department. All media inquiries should be directed to them.