

The personnel policies of the Animas Public Schools are an essential part of the program of public education in the community. Through its policies, the Board of Education wishes to establish conditions that will attract and hold the highest qualified personnel who will devote themselves to the education and welfare of our students.

The Board of Education encourages cooperative efforts by the administration and employees or their representatives in the development of personnel policies and regulations. Provisions for the implementation of adopted personnel policies should include channels of communication and procedures for the handling of professional and ethical problems, through which all persons or groups affected may voice their opinion.

To keep its personnel policies and corresponding regulations in the highest state of effectiveness to achieve the above purposes, the Superintendent is directed to establish the procedures needed.

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4 The Animas Public School District is an Equal Opportunity employer. It is the policy of
5 the school district to not discriminate against any employee or applicant for employment
6 because of race, color, religion, age, sex, handicap, national origin, ancestry, physical
7 disability, marital status, sexual preference or political affiliation. The school district
8 promotes the principle of equal employment opportunity.
9

10 Accordingly, all recruiting, hiring and promoting for all job classifications is made
11 without regard to race, color, religion, age, sex, handicap, national origin, ancestry,
12 physical disability, marital status, sexual preference or political affiliation, except where
13 age, sex, or type of handicap is a bona fide occupational qualification. The school district
14 makes diligent efforts to assure that all personnel actions, such as recruitment, job
15 advertising, employment, rates of pay or other forms of compensation, promotion,
16 transfer, demotion, layoff, termination, discharge, selection for training, discipline,
17 application or administration of any bargaining agreements, or any rule, regulation or
18 policy relating to the terms and conditions of employment will be administered without
19 regard to race, color, religion, age, sex, handicap, national origin, ancestry, physical
20 disability, marital status, sexual orientation or political affiliation, except where age, sex,
21 or type of handicap is a bona fide occupational qualification.
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4 The Animas Public Schools Board of Education expects all staff to instill the highest
5 ethical standards in the students and therefore, expects employees to model the highest
6 ethical standards. Members of the instructional and administrative staffs of the Animas
7 Public Schools are expected to conduct themselves according to the professional
8 standards established in the following Code of Ethics for the educational profession.

9
10 **Responsibility of the Education Profession**

11
12 *In fulfilling his/her obligation to the student, the educator shall:*

- 13
14 A. Deal justly and considerately with each student.
15
16 B. Encourage the students to study and express varying points of view and respect
17 his/her right to form his/her own judgment.
18
19 C. Conduct conferences with or concerning students in an appropriate place and
20 manner.
21
22 D. Seek constantly to improve learning facilities and opportunities.
23
24 E. Conduct oneself in a manner appropriate to the profession, including social
25 networking sites and other form of media.

26
27 *In fulfilling his/her obligation to the community, the educator shall:*

- 28
29 A. Share the responsibility for improving the educational opportunities for all.
30
31 B. Recognize that the district has a person authorized to interpret its official policies.
32
33 C. Acknowledge the right and responsibility of the public to participate in the
34 formulation of educational policy.
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36 D. Evaluate through appropriate professional procedures, conditions within the
37 district, make known serious deficiencies, and take action deemed necessary and
38 proper.
39
40 F. Assume full political and citizenship responsibilities, but refrain from exploiting
41 the privileges of our professional positions to promote political candidates or
42 partisan activities.
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44 G. Protect the educational program against undesirable infringement.

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4 *In fulfilling his/her obligation to the profession, the educator shall:*

- 5
6 A. Recognize that a profession must accept responsibility for the conduct of its
7 members and understand that one's own conduct may be regarded as
8 representative of our profession.
9
10 B. Participate and conduct oneself in a responsible manner in the development and
11 implementation of policies affecting education.
12
13 C. Cooperate in the selective recruitment of prospective teachers and in the
14 orientation of student teachers, interns, and those colleagues new to their
15 positions.
16
17 D. Accord just and equitable treatment to all members of the profession in the
18 exercise of their professional rights and responsibilities.
19
20 E. Refrain from assigning professional duties to nonprofessional personnel when
21 such assignment is not in the best interest of the student.
22
23 F. Refrain from exerting undue influence based on the authority of one's position in
24 the determination of professional decisions by colleagues.
25
26 G. Keep the trust under which confidential information is exchanged.
27
28 H. Make appropriate use of the time granted for professional purposes.
29
30 I. Interpret and use writings of others and findings of educational research with
31 intellectual honesty.
32
33 J. Maintain integrity when dissenting by basing public criticism of education on
34 valid assumptions as established by careful evaluation of the facts.
35
36 K. Respond accurately to requests for evaluation of colleagues seeking professional
37 positions.
38
39 L. Provide applicants seeking information about a position with an honest
40 description of the assignment, the conditions of work and related matters.

41
42 *In fulfilling his/her commitment to professional employment practices, the educator shall:*

- 43
44 A. Apply for or offer a position on the basis of professional and legal qualifications.
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- 4 B. Apply for a specific position only when it is known to be vacant and refrain from
- 5 such practices as underbidding or commenting adversely about other candidates.
- 6
- 7 C. Fill no vacancy except where the terms, conditions and policies are known.
- 8
- 9 D. Adhere to and respect the conditions of a contract or to the terms of an
- 10 appointment until either has been terminated legally or by mutual consent.
- 11
- 12 E. Give prompt notice of any change in availability of service, in status of
- 13 applications or in change of position.
- 14
- 15 F. Conduct professional business through recognized educational and professional
- 16 channels.
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46 **References: SBE regulation 6.60.9 NMAC**

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4 The Animas Board of Education acknowledges that ethical values among students cannot
5 exist without moral values among educators. The Board of Education is therefore
6 committed to a code of professional conduct and understands that it provides minimally
7 accepted standards of professional conduct in education.
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9 **Duty to the Student**

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11 Ethical leadership requires licensed educators to teach not only by use of pedagogical
12 tools, but by consistent and justifiable personal example. To satisfy this obligation
13 educators:
14

- 15 A. Shall withhold confidential student records or information about a student or
16 his/her personal and family life unless the release of information is allowed,
17 permitted by the student's parents(s)/legal guardian, or required by law.
18
19 B. Shall not discriminate or permit students within the district to discriminate against
20 any other student on the basis of race, color, national origin, ethnicity, sex, sexual
21 orientation, disability, religion or serious medical condition.
22
23 C. Shall avoid exploiting or unduly influencing a student into engaging in an illegal
24 act, immoral act, or any other behavior that would subject the employee or student
25 to disciplinary measures for misconduct.
26
27 D. Shall tutor students only in accordance with the Animas Board of Education
28 policies.
29
30 E. Shall not give a gift to any one student unless all students situated similarly
31 receive or are offered gifts of equal value for the same reason.
32
33 F. Shall not lend a student money except in clear and occasional circumstances as
34 where a student may go without food or beverage or be unable to participate in a
35 school activity without financial assistance.
36
37 G. Shall not have inappropriate contact with any student, whether or not on school
38 property.
39
40 H. Shall not harass a student or permit students within the district to sexually harass
41 (or harass in anyway) any other student.
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4 **Duty to the Profession**

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6 The educational profession has been vested by the public with an awesome trust and
7 responsibility therefore all educators within the Animas Public Schools:

- 8
9 A. Shall not make a false or misleading statement or fail to disclose a material fact in
10 any application for educational employment or licensure.
11
12 B. Shall not orally or in writing misrepresent any professional qualifications.
13
14 C. Shall not assist persons into educational employment whom are known to be
15 unqualified in respect to character, education or employment history.
16
17 D. Shall not make a false or misleading statement concerning the qualifications of
18 anyone in or desiring employment in education.
19
20 E. Shall not permit or assist unqualified or unauthorized persons to engage in
21 teaching or other employment within a school.
22
23 F. Shall not disclose personal, medical or other confidential information about other
24 educational colleagues to anyone unless disclosure is required or authorized by
25 law.
26
27 G. Shall not knowingly make false or derogatory personal comments about an
28 educational colleague, although First Amendment protected comments on or off
29 campus are not prohibited.
30
31 H. Shall not accept any gratuity, gift, meal, discount, entertainment, hospitality, loan,
32 forbearance, favor, or other item having monetary value whose market value
33 exceeds \$100 and which compromises the integrity of the educator, excluding
34 approved educational awards, honoraria, plaques, trophies, and prizes.
35
36 I. Shall avoid conduct connected with official duties that is unfair or is improper,
37 illegal or gives the appearance of being improper or illegal.
38
39 J. Shall not sexually harass (or harass in any way) any employee, school visitor or
40 anyone else encountered in the course of official duties.
41
42 K. Shall educate oneself at least annually about avoiding sexual harassment or any
43 other kind of harassment.
44
45 L. Shall not engage in inappropriate displays of affection, even with consenting
46 adults, while on school property or during school events off campus.

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4 M. Shall not use public school property to conduct personal business or personal
5 affairs.
6
7 N. Shall use educational facilities and property only for educational purposes or
8 purposes for which they are intended consistent with applicable policy, law and
9 regulation.
10
11 O. Shall not discriminate against any school employee, or any other person with
12 whom one has any dealings or contact in the course of official duties, on the basis
13 or race, color, national origin, ethnicity, sex, sexual orientation, disability,
14 religion, or serious medical condition.
15
16 P. Shall not engage in any outside employment which conflicts with one's school
17 duties or impairs one's physical ability to perform the required school duties
18 effectively.
19
20 Q. Shall not, with the intent to conceal/confuse a fact, change or alter any writing or
21 encourage anyone else to change or alter any document.
22
23 R. Shall not in connection with any State Board approved teacher test knowingly
24 make any misrepresentations about one's identity, or engage in any false or
25 deceptive acts of test-taking or test-registering.
26
27 S. Shall not, when on school property or off campus while representing the school or
28 district or attending a school function, engage in violent, abusive, indecent,
29 profane, boisterous, unreasonably loud or otherwise disorderly conduct which
30 tends to disturb the peace.
31
32 T. Shall not, without just cause, restrain the student from Public action in the pursuit
33 of learning, shall not, without just cause, deny the student access to varying points
34 of view.
35
36 U. Shall not deliberately suppress or distort subject matter for which he/she bears
37 responsibility.
38
39 V. Shall make reasonable effort to protect the student from conditions harmful to
40 learning or to health and safety.
41
42 W. Shall conduct professional business in such a way that the student is not exposed
43 to unnecessary embarrassment of disparagement.
44
45 X. Shall teach the assigned curriculum.
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4 Y. Shall not use professional relationships with students for private advantage.
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6 Z. Shall not misrepresent the institution or organization with which he/she is
7 affiliated, and shall take adequate precautions to distinguish between personal and
8 institutional or organizational views.
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10 AA. Shall not distort or misrepresent the facts concerning educational matters in direct
11 and indirect public expression.
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13 BB. Shall conduct professional business through the appropriate chain of command.
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46 **References: SBE regulation 6.60.9 NMAC**
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Adopted: October 9, 2007

Animas Public Schools

Amended:

Board of Education Policy Manual

The Animas Public Schools will conduct work and education investigations and personal reference inquiries on each applicant recommended for hire, including but not limited to, substitutes, temporaries, and finalists for position vacancies. Each applicant must sign a statement which authorizes the District to inspect and/or obtain copies of any arrest, fingerprint-card-supported record of information maintained by the State Department of Public Safety, including information concerning felony or misdemeanor arrests pursuant to NMSA 1978, Section 29-10-6 (A) of the New Mexico Arrest Record Information Act, and as maintained in any other state in which an applicant resides/resided. This arrest record investigation will be conducted at the candidate's expense and is a condition of further consideration for employment.

The signed statement shall also include acknowledgements by the applicant:

1. that the person's application reveals any and each prior felony conviction(s), and
2. that the applicant understands that the District may, at its discretion, make inquiries about the applicant with persons other than the persons listed as references.

Any offer of employment is contingent upon the satisfactory completion of all background investigations.

Criminal convictions shall not automatically bar an applicant from obtaining employment with the Animas School District; however, pursuant to the Criminal Offense Act, and any other relevant state or federal law, may be the basis for refusing employment.

With regard to existing employees, the District may conduct equivalent background investigations if the District becomes aware of facts, circumstances or conduct giving rise to a reasonable suspicion that the employee has a history that, if substantiated, may adversely affect their fitness to continue employment with the District.

A contractor or a contractor's employee with unsupervised access to students shall provide two fingerprint cards or the equivalent electronic fingerprints to the Board of Education to obtain his/her federal bureau investigation record. The contractor or contractor's employee may be required to pay for the cost of obtaining a background check.

All records and related information shall be privileged and shall not be disclosed to any person(s) not directly involved in the employment decision affecting the specific applicant who has been offered employment, contractor or contractor's employee with unsupervised access to students.

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4 The Superintendent shall report to the Public Education Department any known
5 conviction of a felony or misdemeanor involving moral turpitude of a licensed school
6 employee that results in any type of action against the licensed school employee.

7
8 The Animas Board of Education also requires background checks on a contractor, a
9 contractor's employee, volunteers, and student mentors with unsupervised access to
10 students. The Board directs the Superintendent to develop policies and procedures
11 affecting any person or persons falling within these categories.

12
13 The Superintendent is directed to investigate and then report any alleged ethical
14 misconduct engaged in by a licensed school employee to the Public Education
15 Department as follows:

- 16
- 17 • An investigation must be conducted when a licensed employee is being
18 discharged or terminated, or otherwise leaves employment after an allegation
19 of ethical misconduct is made against that employee.
 - 20
 - 21 • The Animas School District, must complete the investigation within **30 days**
22 of the licensed employee's departure and then report the matter to the PED *if*
23 *the investigation results in a finding of wrongdoing.*
 - 24
 - 25 • The reporting must be on a standardized form provided by the Public
26 Education Department, a copy of which **cannot** be maintained in any file at
27 the Animas School District.
 - 28
 - 29 • The Animas Board of Education prohibits the District from entering into a
30 settlement agreement with a departing employee that would eliminate the
31 responsibility of investigating and reporting to the Public Education
32 Department the alleged ethical misconduct. Any such agreement is void and
33 null.
 - 34

35 ***Ethical Misconduct*** is defined as “unacceptable behavior or conduct engaged in by a
36 licensed school employee and includes inappropriate touching, sexual harassment,
37 discrimination and behavior intended to induce a child into engaging in illegal,
38 immoral or other prohibited behavior.”

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43 **References:** Section 6.68.3.8(C) NMAC; Section 6.60.9.9 (B), (C) NMAC;
44 NMSA 1978, Section 29-10A-5(A) of the NM Arrest Record
45 Information Act; Criminal Offence Act, NMSA 1978, Sections 28-2-4
46 and 28-2-5; and NMSA 1978, 22-10A-5

Qualifications for Licensed Employees

206-1

All persons employed to administer, teach, supervise, counsel or provide special instructional services in the Animas Public Schools shall hold and present to the District within ninety (90) days after the beginning of the school year a valid New Mexico license authorizing that person to perform that function. Failure to present such license within the prescribed time leads to forfeiture of all claims to compensation rendered thereafter.

Each licensed employee shall comply with and enforce all laws, regulations and policies applicable to the Animas Schools; if instructing, teach the courses prescribed; exercise supervision over students on Animas Public Schools' property and while students are under the control of the Animas Schools; and furnish such reports and attend such meetings as may be required.

Salaries for teachers and school administrators shall be aligned with the licensure framework provided for in the School Personnel Act.

- *A level one license* is a provisional license issued for the first five (5) years of teaching that gives a beginning teacher the opportunity, through the mentorship program, for additional preparation to be a quality teacher.
- *A level two license* is given to a teacher who is a fully qualified professional who is primarily responsible for ensuring that students meet and exceed state board-adopted academic content and performance standards. A teacher may choose to remain at level two for the remainder of his/her career.
- *A level three-A* license is the highest level of teaching licensure for those teachers who choose to advance as instructional leaders in the teaching profession and undertake greater responsibilities such as curriculum development, peer intervention and mentoring.
- *A level three-B* license is for teachers who commence a new career path in school administration by becoming school administrators.
- *An alternative level one* teacher shall participate in the same mentorship, evaluation and other professional development requirements as other level one teachers. The District shall not discriminate against a teacher on the basis he/she holds an alternative level one licensure.

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4 All teachers and school administrators who hold teaching or administrator certificates
5 shall meet the requirements for their level of licensure by September 1, 2007.
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43
44 **References:** NMSA 1978, Section 22-10A-4 (A)
45 NMSA 1978, Section 22-10A-8
46 **See policies:** 222, 230, 231, 290, 291, 292, 293, 338, 526
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4
5 The Superintendent is charged with the responsibility for creating job descriptions for all
6 classes of employees. It is the Board’s desire that the job descriptions:

- 7
8 1. assist employees to meet their duties and responsibilities,
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10 2. assist employees and supervisors in the employee evaluation process,
11
12 3. encourage the cooperation and collaboration among and between employees
13 needed for maximum efficiency and effectiveness in achieving the work of
14 the District, and
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16 4. assist the District in meeting its responsibilities under the Americans with
17 Disabilities Act.
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46 See policy: 201
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5 The Superintendent of Schools is employed as the chief executive officer of the Board
6 and the administrative head of the schools.

7
8 The Superintendent of Schools shall be qualified to hold office under the current rules
9 and regulations of the Public Education Department governing licensure of teachers and
10 administrators.

11
12 The Superintendent shall assume the responsibility and be given the authority for the
13 operation of the schools. This responsibility extends to business and administration,
14 educational leadership, personnel, management, public relations, organization of
15 resources, both material and personnel, delegation of duties and authority, and
16 supervision of all delegated tasks and of all individuals to whom authority and
17 responsibility are assigned.

18
19 The Superintendent shall:

- 20
- 21 • carry out the educational policies and rules of the state board and the Animas
22 Board of Education;
 - 23
 - 24 • administer and supervise the Animas School District;
 - 25
 - 26 • employ, fix the salaries of, assign, terminate or discharge all employees of the
27 District;
 - 28
 - 29 • prepare the District's budget based on the schools' recommendations for
30 review and approval by the Board of Education and the Public Education
31 Department. The Superintendent shall tell each school principal the
32 approximate amount of money that may be available for his/her school and
33 provide a school budget template to use in making school budget
34 recommendations;
 - 35
 - 36 • apply to the state board for a waiver of certain provisions of the Public School
37 Code relating to the length of the school day, staffing patterns, subject area, or
38 the purchase of instructional materials for the purpose of implementing a
39 collaborative school improvement program for an individual public school;
40 and,
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 - 42 • perform other duties as required by law, the Public Education Department or
43 the Animas Board of Education.
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5 The Board will meet at least once each year with the Superintendent to discuss the
6 Superintendent's job performance.

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8 The Board will take action on the Superintendent's contract no later than the month of
9 January in the year in which the Superintendent's contract expires, but may also extend
10 the contract in the intervening year of a multi-year contract, not to exceed three (3) years.

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12 The Superintendent's salary shall be determined annually by the Board of Education.
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45 **Reference: NMSBA 1978, Section 22-5-14**

46 **See policy: 190**

47
Adopted: October 9, 2007

Animas Public Schools

Amended:

Board of Education Policy Manual

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4 The purpose of the teacher mentorship program is to provide beginning teachers with an
5 effective transition into the teaching field, to build on his/her initial preparation and to
6 ensure success in teaching, to improve the achievement of students, to retain capable
7 teachers in the classroom and to remove teachers who show little promise of success.

8
9 The Animas Board of Education directs the Superintendent to provide for the mentorship
10 and evaluation of level one teachers. The framework shall include:

- 11
- 12 • individual support and assistance for each beginning teacher from a
- 13 designated mentor;
- 14
- 15 • structured training for mentors;
- 16
- 17 • an ongoing, formative evaluation that is used for the improvement of teaching
- 18 practices;
- 19
- 20 • procedures for a summative evaluation of beginning teachers' performance
- 21 during the first three (3) years of teaching, including annual assessment of
- 22 suitability for license renewal, and for final assessment of beginning teachers
- 23 seeking level two licensure;
- 24
- 25 • support from the Board of Education, school administrators, and other District
- 26 personnel; and
- 27
- 28 • provide a means for a regular review and evaluation of the teacher mentorship
- 29 program.
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46 **References: NMSA 1978, Section 22-10A-9**

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Animas Public Schools

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Board of Education Policy Manual

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

Reference: NMSA 1978, Section 22-10A-32

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Animas Public Schools

Amended:

Board of Education Policy Manual

1 **Principals of Schools: Employment and Functions** **212-1**

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5 The Principal is the chief administrative officer of the individual school.

6
7 The Principal is responsible to and shall serve under the direction of the Superintendent.

8
9 The Principal is responsible, in accordance with state standards, regulations, statutes and
10 local school policies, for the organization, administration, supervision and outcomes of
11 the school.

12
13 All principals shall meet New Mexico State Licensure requirements for the position for
14 which they are elected and salaries shall be determined subject to budgetary allowances
15 and salary schedules as adopted by the Animas Public Schools Board of Education.

16
17 The Superintendent, shall appoint the District’s principals.

18
19 The Principal shall assume administrative responsibility and overall instructional
20 leadership for the school to which he/she is assigned, including the discipline of students
21 and the planning, operation, supervision and evaluation of the educational program of the
22 school.

23
24 The Principal shall recommend to the Superintendent the employment, promotion,
25 transfer, discharge and termination of school employees in his/her school.

26
27 Other duties of the school principal are:

- 28
- 29 • to evaluate the performance of school employees and develop professional
30 development plans or job improvement plans to assist school employees to
31 improve and evaluate the staff based in part on how well the professional
32 development plans is being carried out;
 - 33
 - 34 • to take disciplinary action against school employees within his/her school;
 - 35
 - 36 • to develop a proposed budget for the school, with input from the school
37 council, and submit it to the Superintendent;
 - 38
 - 39 • to observe each teacher's classroom practice to determine the teacher's ability
40 to demonstrate the New Mexico state-adopted competencies and may require
41 the teacher to undergo peer intervention, including mentoring, for a period the
42 Principal deems necessary (if the teacher is unable to demonstrate satisfactory
43 performance and competency by the end of the period, the peer mentor(s) may
44 recommend termination of the teacher);
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- 5 • to attend, at least every two years, a training program approved by the Public
- 6 Education Department to improve his/her evaluation, administrative and
- 7 instructional leadership skills;
- 8
- 9 • to serve as an active member of the school council;
- 10
- 11 • to perform other duties as assigned to him/her by the Superintendent to
- 12 implement the policies of the Animas Board of Education.
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45 **See policy: 217**

46 **References: NMSA 1978, Section 22-10A-18; Section 22-5-16; Section 22-10A-19**

47 **Adopted: October 9, 2007**

Animas Public Schools

Amended:

Board of Education Policy Manual

The Superintendent shall provide a system of periodic evaluation for all employees of the school district, with written reports prepared and reviewed with each employee and kept on file. The plan for evaluation for each class of employees shall meet any state regulatory or statutory requirements and shall be reviewed by the Board.

No evaluation report shall be placed in an employee’s file without review and discussion between the employee and employee’s supervisor.

An employee in disagreement with the contents of the evaluation report may submit a written rebuttal to be attached to the report and kept on file. Such a rebuttal must be submitted within five (5) school days of the evaluation review.

The school principal shall observe each teacher's classroom practice to determine the teacher's ability to demonstrate the state-adopted competencies.

At the beginning of each school year, teachers and school principals shall devise professional development plans for the coming year, and performance evaluations shall be based in part on how well the professional development plan was implemented.

If a level two or three-A teacher's performance evaluation indicates less than satisfactory performance and competency, the principal may require the teacher to undergo peer intervention, including mentoring, for a period the principal deems necessary. If the teacher is unable to demonstrate satisfactory performance and competency by the end of the period, the peer mentor may recommend termination of the teacher.

Reference: NMSA 1978, Section 22-10A-19

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Animas Public Schools

Amended:

Board of Education Policy Manual

1 **Employment, Assignment,**
2 **Re-Employment, Termination of Employees**

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5 As provided by law, the employment, re-employment and termination of employees is the
6 responsibility of the Superintendent of Schools.

7
8 The assignment of employees is delegated to the Superintendent with specific policy
9 guidance in the matter of transfers of employees from one location to another as set out in
10 policy 218.

11
12 All employee manuals and personnel documents shall reflect the education and
13 experience required of all new instructional employees, the credentials that the existing
14 staff must acquire, the timetables and the consequences for employees who fail to
15 comply. The Superintendent will notify all current employees of such manuals and
16 revisions.

17
18 The District will monitor Title I schools and provide notice to families of all students
19 who are taught for 4 or more consecutive weeks by a teacher who does not meet the
20 formal definition of "highly qualified". The Superintendent must ensure that poor and
21 minority students are not taught at higher rates than other children by inexperienced,
22 unqualified, or out-of-field teachers.

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44 **Reference: NMSA 1978, Section 22-5-14**
45 **No Child Left Behind Act of 2001**
46 **See policies: 208, 218, 219, 220**

47
Adopted: October 9, 2007

Animas Public Schools

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Transfers from one school to another should be viewed as opportunities for professional growth and instructional improvement.

While it is the intent of the Board to consider the desires and needs of staff members impacted by transfers, the ultimate authority to reassign staff lies with the Superintendent. In all cases, transfers will be made in the best interests of the District.

See policies: 201, 227

1 **Reemployment, Termination,**
2 **Discharge of Certified School Employees**

219-1

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6 On or before the last day of the school year of the existing employment contract, or
7 earlier as may be provided by the Public Education Department Rules and Regulations,
8 the Superintendent shall serve written notice of reemployment or termination on each
9 licensed school instructor (teacher, counselor, librarian, therapist, and coordinator)
10 employed by the Animas Public Schools. The notice of reemployment shall be an offer
11 of employment for the ensuing school year. A notice of termination shall be a notice of
12 intention not to reemploy for the ensuing school year. Failure of the Superintendent to
13 serve a written notice of reemployment or termination on a licensed school instructor
14 shall be construed to mean that notice of reemployment has been served upon the person
15 for the ensuing school year according to the terms of the existing employment contract
16 but subject to any additional compensation allowed other licensed school instructors of
17 like qualifications and experience employed by the District.

18
19 Each licensed school instructor shall deliver to the Superintendent a written notice of
20 acceptance or rejection of reemployment for the ensuing school year within fifteen (15)
21 days of the following:

- 22
23 A. The date written notice of reemployment is served upon the person; or,
24
25 B. The last day of the school year when no written notice of reemployment or
26 termination is served upon the person on or before the last day of the current
27 school year.

28
29 **Termination**

30
31 All procedures and required time-lines regarding the rights of terminated certified school
32 instructors referred to in the following paragraphs are detailed in state statute, copies of
33 which are on file and available in the Superintendent's office.

34
35 A certified school instructor who has been employed by the District for three consecutive
36 years may be terminated only for a reason that is rationally related to the employee's
37 competence or turpitude or the proper performance of duty and that is not in violation of
38 the employee's civil or constitutional rights. The employee may request an opportunity
39 to make a statement to the Board of Education and may also request in writing the
40 reasons for the termination action, as provided by law. Neither the Superintendent,
41 administrator, nor the Animas Board of Education shall publicly disclose its reasons for
42 termination.

1 **Reemployment, Termination,**
2 **Discharge of Certified School Employees (Continued)**

219-2

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6 The employee may be granted a hearing before the Board of Education, as provided by
7 law, under the contention that the decision to terminate was made without just cause. If
8 the employee is still aggrieved by the decision of the Board following the hearing, the
9 law provides that an appeal may be made to an Public arbitrator for a *de novo* hearing.
10 The arbitrator shall decide whether there was just cause for the decision to terminate.

11
12 The Superintendent may decline to re-employ a certified school instructor with less than
13 three years of consecutive service with the District, in the same classification, for any
14 reason he/she deems sufficient. Upon request of the certified school instructor, the
15 Superintendent or administrator shall provide written reasons for the decision to
16 terminate. The Superintendent, administrator, or Board of Education shall not publicly
17 disclose the reasons. The reasons shall not provide a basis for contesting the decision.

18
19 **Discharge**

20
21 A certified school employee may be discharged only for a reason that is rationally related
22 to the employee's competence or turpitude or the proper performance of duty and that is
23 not in violation of the employee's civil or constitutional rights.

24
25 The Superintendent shall serve a written notice of intent to recommend discharge on the
26 certified school employee in accordance with the law of process in civil actions. The
27 notice shall state the intent to recommend discharge and the cause for the
28 recommendation, and shall advise the employee of the right to a discharge hearing before
29 the Board of Education.

30
31 The employee may exercise the right to a hearing by giving the Superintendent written
32 notice of that election within five (5) working days of the receipt of the notice to
33 recommend discharge.

34
35 All details pertaining to the employee's rights and the procedures to be followed are
36 detailed in NMSA 1978, 22-10-17, 17.1, copies of which are available in the
37 Superintendent's office.

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46 **Reference: NMSA 1978, 22-10A-21-22, 22-10A-23-24**

Adopted: October 9, 2007

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5 This policy and the statutes upon which it is based do not pertain to certified school
6 instructors employed to fill a position of a certified school instructor entering military
7 service or a person employed as a certified school administrator, or a non-certified school
8 employee employed to perform primarily district-wide management functions.

9
10 The Superintendent may terminate an employee with fewer than three (3) years of
11 consecutive service for any reason he/she deems sufficient. Upon request of the
12 employee, the Superintendent or administrator shall provide written reasons for the
13 decision to terminate. The reasons shall be provided within ten (10) working days of the
14 request. The Superintendent, administrator or the Board shall not publicly disclose the
15 reasons. The reasons shall not provide a basis for contesting the decision.

16
17 All procedures and timelines regarding the rights of terminated non-certified school
18 employees referred to in the following paragraphs are detailed in NMSA 1978, 22-10-14,
19 14.1; copies of which are on file and available in the Superintendent’s office.

20
21 Before terminating a non-certified school employee, the Superintendent shall serve the
22 employee with a written notice of termination. Termination of a non-certified school
23 employee who has been employed for three (3) consecutive years shall be only for a
24 reason that is rationally related to the employee’s competence or turpitude or proper
25 performance of duty and that is not in violation of the employee’s civil or constitutional
26 rights. Any such employee who has been employed for three (3) consecutive years may
27 request an opportunity to make a statement to the Board of Education and may also
28 request in writing the reasons for the termination action. Neither the Superintendent,
29 administration nor the Board shall publicly disclose the reasons for termination.

30
31 If the employee is still aggrieved by the decision of the Superintendent following a
32 hearing with the Board, an appeal may be filed to request a *de novo* hearing with a Public
33 arbitrator. The arbitrator shall decide whether there was just cause for the termination.

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46 **Reference: NMSA 1978, 22-10A-24**

47 **Adopted: October 9, 2007**

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Certified/licensed employees shall provide the District with at least thirty (30) days notice of the intent to resign.

Non-certified/licensed employees shall provide at least two (2) weeks notice of the intent to resign.

Under extenuating circumstances, the Superintendent may waive these notice requirements.

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5 The Animas Board of Education realizes that on-the-job substance abuse is a pervasive
6 problem throughout the American society. The District recognizes that substance abuse
7 in the work place can seriously injure the health of employees, adversely impair job
8 performance, and endanger the safety and well being of other employees, students and
9 members of the community. In addition, increased health care problems arising from
10 substance abuse can cause increased health care costs to the employee and District in the
11 form of treatment costs and increased insurance costs. Therefore, in response to this
12 significant problem, the Board has adopted this policy and will make a good faith effort
13 to maintain a drug-free work place.

14
15 Prohibited Practices

16
17 Substance abuse in the work place, on school premises, during school programs, or while
18 on school business is prohibited. The unauthorized manufacture, distribution,
19 dispensation, sale, possession, or transfer, use or being under the influence of controlled
20 substances (as proscribed by the Controlled Substances Act and Schedules I through V of
21 the Federal Drug Free Work Place Act of 1988) or any other substance abuse in the work
22 place, on school premises, during school programs, or while on school business
23 constitutes a violation of this policy. Also prohibited is possessing, selling, giving away
24 or using any equipment or apparatus used for measuring, packaging, distributing or
25 facilitating the use of drugs.

26
27 Disciplinary Actions

28
29 Any violation of these prohibited practices by an employee may result in disciplinary
30 action up to and including dismissal, reprimand, suspension with or without pay,
31 termination or discharge from employment and referral for investigation and/or
32 prosecution by law enforcement agencies. A disciplinary action may also include the
33 satisfactory completion of a rehabilitation program at the individual's expense. However,
34 when an employee acknowledges having an alcohol and/or drug abuse problem and
35 willingly undergoes treatment, his/her job rights and job security will not be jeopardized.

36
37 Any violation by a student of these prohibited practices may result in suspension or
38 expulsion from school or suspension or dismissal from participation in and attendance at
39 extracurricular activities.

40
41 The following definitions are used in this policy:

- 42
43 **A. "Substance abuse" means the unauthorized possession, distribution,**
44 **dispensing, manufacture, sale, or use or being under the influence of**
45 **controlled substances that are identified in Schedules I through V of**
46 **Section 202 of the Controlled Substances Act, 21 USC, Statute 812**

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3
4 (United States code, Title XXI, Chapter 13) or in implementing
5 regulations, 21 CFR Sections 1308.11 to 1308.15 where the use is neither
6 authorized by law nor a valid prescription, or the misuse of a legal
7 substance, including but not limited to prescription drugs, that may
8 affect an individual’s ability to perform his or her job in a safe, adequate
9 and secure manner. Controlled substances include, but are not limited to
10 marijuana, barbiturates, anabolic steroids, cocaine, (including crack),
11 amphetamines, heroin, PCP, hallucinogens, and certain prescription
12 drugs. Substance abuse shall also include the unauthorized use or
13 possession of, or being under the influence of, alcohol or alcoholic
14 beverages on school premises or during school programs and look-alike
15 drugs. Also included are solvents or inhalants used for intoxication and
16 any substances that are represented to be controlled or illegal substances.

17
18 **B. “School premises” means any school building and any school property,**
19 **any school-owned vehicles and any other school-approved vehicle used to**
20 **transport students to and from school activities or for school business.**

21
22 **C. “School programs” means any school sponsored or approved activity,**
23 **event or function, on or off school premises where students are under the**
24 **jurisdiction of the District; or during any period of time school**
25 **employees are supervising students on behalf of the District or are**
26 **otherwise engaged in school business. Collectively, school premises and**
27 **school programs constitute the work place.**

28
29 Use of Authorized Prescriptions and Drugs

30
31 Authorized prescription drugs and “over the counter” legal drugs may be used at the work
32 place so long as prescribed dosage and recommended use is not exceeded and the use of
33 these drugs do not adversely affect the employee’s ability to perform required work in a
34 safe and secure manner. When such legal drugs are to be used at the work place and will
35 affect performance, employees should inform their supervisors.

36
37 Federal Funding Requirements

38
39 Animas Public Schools is a recipient of federal funding and is subject to the Federal Drug
40 Free Work Place Act of 1988. As a condition of employment each employee shall notify
41 his or her employer of such employee’s conviction of any criminal drug statute for a
42 violation occurring in the work place no later than five (5) days after such conviction.

43
44 As a condition of employment, each employee shall abide by the terms of this policy.
45 Any employee who violates the terms of this policy may be disciplined, up to and
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4 including dismissal, reprimand, suspension with or without pay, termination or discharge
5 from employment and referral for investigation and/or prosecution by law enforcement
6 agencies for violation of the standards of conduct or may be required to participate in and
7 satisfactorily complete a drug abuse assistance or rehabilitation program approved by the
8 district at the employee's expense.

9
10 Employee/Student Assistance

11
12 Substance abuse affects employee performance, conduct, and/or reliability, and students'
13 ability to learn and complete assigned tasks.

14
15 The District strongly encourages employees who engage in any form of substance abuse,
16 including alcohol or other drug-related problems, to voluntarily refer themselves for
17 assistance. The District will provide information or referral for employee assistance,
18 rehabilitation, and/or counseling.

19
20 Referrals may be provided for employees who request medical help or rehabilitation.
21 Therefore, employees who voluntarily seek such assistance, termed **self-referrals**, will be
22 accorded different treatment than **supervisor referrals**. Information regarding the
23 employee who is participating in the program will be treated as confidential and will be
24 accorded the protection required by applicable state and federal law.

25
26 Employees who have entered into rehabilitation must comply with the terms of the
27 program. Employees entered into inpatient rehabilitation as part of a prescribed program
28 will be placed on appropriate leave status for that period. Fees and expenses incurred are
29 the responsibility of the employee.

30
31 Employee Performance/Supervisor Referrals

32
33 Supervisors will observe employee performance and on-the-job conduct to detect
34 behavior that could compromise the health and safety of the employee or others. When
35 that observation indicates cause to believe that substance abuse is a factor, supervisors are
36 to take appropriate action as directed in this policy when:

- 37
- 38 1. Behavior is observed that may pose an immediate threat to the health and
39 safety of the employee or of others and the supervisor reasonably suspects
40 that substance abuse may be a contributing factor.
 - 41
 - 42 2. The use of controlled substances, the misuse of legal substances, or
43 unauthorized use of alcohol has been observed in the work place; or,
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- 45
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4 3. a work-related accident or incident occurs where the supervisor reasonably
5 suspects that substance abuse, misuse of legal substances, or alcohol abuse
6 may be a contributing factor.
7

8 **Standards of Conduct**

9
10 All employees are expected to cooperate fully with the District’s objective of maintaining
11 a Drug-Free Work Place. Failure to do so is deemed to be a violation of this policy and
12 the standards of conduct prescribed therein. Accordingly, in the event that an employee
13 violates this policy, refuses to submit to a required evaluation for substance abuse,
14 refuses rehabilitation, fails to complete a prescribed rehabilitation program, fails to
15 submit required documentation relative to evaluation, or falsifies any record relative to
16 abuse of any substance, such employee will be subject to disciplinary action up to and
17 including discharge.
18

19 **Random Drug Testing**

20
21 The obligation of employees in certain positions to perform their duties unimpaired holds
22 direct consequences for the safety of the students of the District and of the general public.
23 Examples would include any positions that involve driving a motor vehicle as a prime
24 and regular duty. As to such employees, in addition to the enforcement procedures set
25 forth above, the Board of Education reserves the right at any time to require the
26 submission of blood, breath, or urine samples by any such employees for testing by an
27 authorized testing laboratory. **(See policy 223.)**
28

29 The District will not engage in random testing or general periodic testing for drug or
30 alcohol use by other employees.
31

32 **Education Program**

- 33
34 1. The Superintendent shall arrange for periodic (at least annually) training and
35 education in the dangers and risks to physical and mental health, economic
36 welfare, and civil status from the use of illicit drugs and abuse of alcohol
37 and tobacco.
38
39 2. The Superintendent or designee will post notices regarding drug-free work
40 place on major bulletin boards at each school site and administrative
41 building and will likewise post notices in prominent areas frequented by
42 students on all school sites.
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4 3. This policy shall be included with the orientation package of materials for
5 each new employee. The principal of each school will distribute the policy
6 to each employee under his/her supervision and will maintain records signed
7 by the employee substantiating this distribution and stating that compliance
8 with the policy is mandatory. This policy shall also be incorporated in
9 student handbooks.

10
11 Confidentiality and Due Process

12
13 Employees and students are assured that every effort will be taken to protect their
14 confidentiality. Actions taken in enforcement of this policy shall comply with such
15 hearing or due process procedures as may be required by district policy or state laws.

16
17 Policy Review

18
19 A biennial review of this policy shall be conducted to determine its effectiveness, or
20 implement changes as needed, and to ensure that disciplinary sanctions are consistently
21 enforced.

22
23 This policy is adopted in accordance with Public Law 101-226, Drug-Free Schools and
24 Communities Act Amendments of 1989, for receipt of federal program funds.

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44 **Reference: Public Law 101-226, Drug-Free Schools and Communities Act**

45 **See policies: 336, 339, 445, 543**

46 **See policies: 223, 369 (Use of tobacco products.)**

Adopted: October 9, 2007

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5 The Animas Public School District and its transportation contractors shall require that all
6 applicants for employment as bus drivers be tested for the use of substances which could
7 lead to impaired performance as a driver. As noted in policy 222, drivers may be
8 required to undergo such testing at any time during their employment by the District or a
9 district contractor. Refusal by the employee to undergo such testing upon request will be
10 considered insubordination and shall automatically disqualify the employee from further
11 employment as a driver.

12
13 Unless required by law, the Animas Public Schools and its contractors shall not disclose
14 individual drug testing results to anyone other than the applicant without a written release
15 from the applicant or employee requesting the disclosure.

16
17 All procedures followed regarding the drug testing of drivers shall be consistent with the
18 Regulations of the United States Department of Transportation Drug and Alcohol Policy.

19
20 As used in this policy, drug testing involves the driver or applicant making himself or
21 herself available at a place and time specified by the Superintendent or his or her
22 designee, and providing a sample of body fluid or tissue to be analyzed for the presence
23 of alcohol or controlled substances, as those terms are defined by DOT regulations.

24
25 All contracts with school bus operators are subject to such operators providing the
26 Superintendent with test results for their employees and applicants for employment.

27
28 The Animas Board of Education hereby delegates to the Superintendent the authority to
29 adopt implementation guidelines and regulations governing testing and testing procedures
30 as called for by this policy.

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43 **References: Federal Highway Administration and Department of Transportation;**
44 **Federal Regulations Title 49, Part 382; SBE Regulation 95-1, 95-6, 95-9**

45
46 **See policy: 222**

47
Adopted: October 9, 2007

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For the purposes of this policy a district vehicle is defined as a motor vehicle owned, leased, contracted for, or rented by the Animas Public School District and used for the purpose of moving or transporting any person or property upon a highway or road. A private vehicle is any vehicle not owned, leased, contracted for, or rented by the district and utilized for district business.

All individuals driving Animas Public School District vehicles **with students** shall participate in the Animas School District's Defensive Driver Program or an equivalent Defensive Driver Program prior to receiving authorization to use a district vehicle for district business. The Animas Board of Education reserves the right to refuse an employee, a volunteer, or any other person authorization to operate a vehicle on district business or be reimbursed mileage if the individual is determined to be a negligent driver or fails to maintain a valid New Mexico Class A, B, C or D driver's license.

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5 The use of tobacco products by students, school staff, parents, and school visitors in
6 school buildings, on school property, and for students at school functions away from
7 school property is prohibited including any district-owned vehicle or in any vehicle used
8 to transport students.

9
10 This policy shall be communicated to students, staff, parents, visitors, and the community
11 by:

- 12 • posting a copy of the policy at strategic locations on school buildings and
13 prominent locations in the community;
- 14 • publishing a copy of the policy in the school's newspaper;
- 15 • announcing the policy at athletic events, and
- 16 • providing all staff members with a copy of the policy.

17
18 All school supervisory personnel and school administrators shall be responsible for
19 enforcing provisions of this policy.

- 20
21 • If it is determined that a student is in violation of this policy, the violation will
22 be dealt with by the principal.
- 23 • If it is determined that a staff member is in violation of this policy, the
24 violation will be dealt with administratively.
- 25 • If the violation is caused by a parent, visitor, or community member, he/she
26 will be informed of the policy and infraction and asked to appropriately
27 dispose of the tobacco product being used or to go off school property. If the
28 individual refuses, law enforcement will be contacted to escort him/her off
29 school property.

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45 **Reference: SBE Regulation No. 94-2**

46 **See policy: 369**

47 **Adopted: October 9, 2007**

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2
3 Pursuant to Public Education Department Regulation 80-1, the Animas Public Schools
4 Superintendent has the authority to discharge certified school personnel during the term
5 of their contracts or to terminate certified school instructors and non-certified school
6 employees with rights created by NMSA 1978, Section 22-10-14 (C), (hereafter “tenured
7 employees”), after notice and a hearing when a reduction in such personnel is required as
8 a result of decreased enrollment or a decrease or revision of educational programs.
9 Reduction-in-force (R.I.F.) is “just cause” for discharges of certified school personnel
10 and terminations of tenured employees, when established pursuant to this policy. This
11 policy is adopted as the procedure by which reductions in the personnel who are covered
12 by the policy may be accomplished, within the context of the district’s general personnel
13 policies.

14
15 The Board is vested with the discretion to determine the educational program of the
16 District, so long as the Public Education Department’s Educational Standards and
17 statutorily required standards are met. The Board, in its discretion, may revise the
18 educational program or decrease the number of employees of the District at any time and
19 is solely vested with the discretion to determine when decreased enrollment, financial
20 exigency, or other causes justify a reduction in personnel.

21
22 Situations that justify a R.I.F. shall include, but are not limited to, the following:

- 23
24 A. decrease in student enrollment;
25
26 B. decrease in revenue:
27
28 1. because of decrease of student enrollment;
29 2. because of loss or reduction of tax revenues;
30 3. because of reduction of state, local, or federal financial support; or
31 4. because of inflation reducing the value of revenues received;
32
33 C. change in the educational program of the District, as determined by the
34 Board in its good-faith exercise of discretion;
35
36 D. consolidation or de-consolidation involving the District;
37
38 E. court orders;
39
40 F. orders of the Public Education Department;
41
42 G. legislative mandates.
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4 The Board shall exercise its discretion in good faith, and determinations that a R.I.F. is
5 necessary shall be based on bona fide educational considerations and not be a subterfuge
6 for discharging or terminating certified personnel without good or just cause or for
7 impermissible reasons.

8
9 A R.I.F. may occur at any time during the calendar year when the Board, in its discretion,
10 determines that it is justified and the procedures prescribed herein are applicable and are
11 followed. A R.I.F. may be based upon projections of future enrollment, revenues or
12 expenses, and the subsequent receipt of more revenue than expected or a subsequent
13 saving of projected expenses shall not invalidate any actions previously taken in good
14 faith reliance on such projections or require the reemployment of any employees who
15 were released on the basis of such projections.

16
17 **Except as required by legislative mandate or orders of the Public Education**
18 **Department** and to the extent that circumstances permit, the Superintendent, with the
19 assistance of the administrative staff, shall report to the Board any circumstances which
20 may ultimately require a R.I.F., in order that notice be given to certified personnel of the
21 possibility of a R.I.F. and so that consideration be given to means by which a R.I.F. may
22 be avoided.

23
24 When the Superintendent concludes that a R.I.F. is necessary, a plan for R.I.F. shall be
25 developed for presentation to and consideration by the Board **after consultation with**
26 **notice to the exclusive representative of the employees involved, all employees at**
27 **least thirty (30) days prior to the effective date of the R.I.F.** The R.I.F. plan shall not
28 identify individuals to be discharged or terminated, but rather shall focus upon the total
29 educational program of the District and how it may be modified to reduce the number of
30 certified personnel while still providing the educational program required and the
31 particular educational needs of the District. The R.I.F. plan shall include, but need not be
32 limited to, the following:

- 33
34 A. a detailed description of the cause or causes requiring a R.I.F.;
- 35
36 B. a description of all adjustments already made by the administration in an
37 attempt to avoid a R.I.F., if any (e.g. reduction by attrition, cuts in non-
38 certified staff, abolition of extra-curricular activities, etc.);
- 39
40 C. a designation of the part or parts of the total educational program in which
41 the R.I.F. is proposed and the number of positions to be reduced in each
42 program;
- 43
44 D. a designation of extra-curricular activities which are to be retained, with a
45 justification for retaining such programs; and

1 E. a discussion of alternatives (if any) considered by the Superintendent with
2 an explanation as to why such alternatives were rejected.

3 **Reduction-In-Force (R.I.F.) (continued)**

227-3

4
5
6 The Board shall consider the recommendations of the Superintendent for the adoption of
7 the R.I.F. plan at a duly called board meeting, the public notice of which announces that a
8 R.I.F. will be considered. The discussion and action on the plan shall be in open session;
9 however, nothing herein shall restrict the Board from holding portions of those
10 discussions in closed session, if such discussion would be proper under the New Mexico
11 Open Meetings Act. The Board may allow such review, consultation, and comment by
12 employees and members of the public, prior to taking final action on the plan, as the
13 Board, in its discretion, deems appropriate. The Board may accept, reject, or modify the
14 plan recommended by the Superintendent as it deems appropriate.

15
16 Any plan for a R.I.F. adopted by the Board shall be made available to all staff, by
17 providing copies thereof in the office of each building principal and at the
18 Superintendent's office, within three (3) work days after adoption by the Board.

19
20 Based upon the R.I.F. plan approved by the Board, the administration shall perform a
21 study of the school district's personnel to determine which person or persons must be
22 wholly or partially terminated or discharged in order to implement the plan.

23
24 **In the event legislation is passed which requires the Board to reduce certified school
25 personnel, for any reason, the Board shall follow the legislative procedures, if any,
26 in lieu of this policy.**

27
28 **In the event State Board Orders are entered which have the effect of revising the
29 District's boundaries to exclude school facilities previously operated by the District,
30 reducing the District's enrollment, or reassigning certified school personnel to
31 another District, then the procedures described in the State Board's order for
32 transfer of school facilities, students, and personnel shall be followed in lieu of this
33 policy. Notwithstanding the foregoing, the termination or discharge of school
34 employees in compliance with a State Board Order shall be governed by NMSA
35 1978, Statutes 22-10-14, 22-10-14.1, and 22-10-17.1.**

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3 **Sexual Harassment**

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6 The Animas Public Schools Board of Education is committed to providing a work and
7 learning environment in which all individuals are treated with respect and dignity. Each
8 employee and student has the right to work and learn in an environment that is free of
9 discrimination, including sexual harassment. No person should be required to endure
10 sexual harassment by supervisors, peers, which includes student-on-student sexual
11 harassment, faculty members, educational support staff, Public contractors or vendors to
12 work or learn in a hostile environment as a condition of employment or pursuit of
13 academic excellence. Therefore, it is the policy of the Animas Public Schools to:

- 14
15 A. Prohibit any person in the work or academic setting from sexually harassing any
16 other person in the work or academic setting. The District will not tolerate or
17 condone sexual harassment by or towards its employees or by or towards its
18 students. It is the intention of the district to take appropriate actions to prevent,
19 correct, and if necessary, to discipline an individual's behavior which violates this
20 policy.
21
22 B. Provide a work and academic environment free of sexual harassment.
23
24 C. Investigate allegations of sexual harassment/misconduct in a timely and thorough
25 way.
26
27 D. Take appropriate and timely corrective action with respect to information or
28 allegations that employees or students are being subjected to sexual harassment in
29 the work or academic environment.
30
31 E. Provide on-going education and awareness regarding sexual harassment. Sexual
32 harassment is prohibited against members of the same sex as well as against
33 members of the opposite sex.
34
35 F. Provide information about how to pursue claims of sexual harassment, sexual
36 misconduct and hostile work place.

37
38 **DEFINITIONS**

- 39
40 A. Sexual harassment is a misuse of power and the behavior creates an offensive,
41 intimidating and hostile working environment. Sexual harassment is a form of
42 gender discrimination as defined in Title VII of the Civil Rights of 1964 in
43 Section 703. Sexual harassment is a violation of federal law and district policy.
44 Sexual harassment is unwelcome sexual advances that include requests for sexual
45 favors and written, visual or verbal conduct of a sexual nature. If the following
46 conditions exist, those actions constitute sexual harassment.

Adopted: October 9, 2007

Animas Public Schools

Amended:

Board of Education Policy Manual

- 3
- 4 1. Submission to such conduct is made either explicitly or implicitly as a
- 5 term or condition of an individual’s employment.
- 6 2. Submission to or rejection of such conduct by an individual is used as a
- 7 basis for employment decisions affecting the individual, or
- 8 3. Such conduct has the purpose or effect of substantially interfering with an
- 9 individual’s work performance or creating an intimidating, hostile or
- 10 offensive working environment.

11

12 If the behavior toward another employee makes them feel intimidated, uncomfortable or

13 if the employee feels threatened, it may be considered sexual harassment even if the

14 harasser did not intend for his/her action(s) to be offensive.

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16 Sexual harassment is also illegal under state human rights statutes and may be considered

17 a criminal offense under state and local assault and child abuse laws.

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46 See policy: 290

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5 As is similarly stated in policy 230 on sexual harassment, the Animas Public Schools
6 Board of Education will not tolerate sexual misconduct activity by any of its employees.
7 This policy also applies to non-employee volunteers, and to any other persons who work
8 subject to the control of school authorities.
9

10 **DEFINITIONS**

11
12 Employee/employee - Sexual misconduct may include, but is not limited to, physical
13 act(s) of aggression, force or threat against another employee of the same or opposite sex,
14 threatening to force or coerce sexual acts, including the touching of private/intimate parts,
15 and coercing, forcing or attempting to coerce or force sexual intercourse.
16

17 Employee/student – As used herein, sexual misconduct by employees against students
18 means any sexual or romantic contact between any employee of the district and any
19 student of the district.
20

21 All employees, as part of their regular duties, shall therefore be cognizant of their
22 behavior, its intentions and how they may be perceived with respect to circumstances that
23 suggest sexual misconduct against students.
24

25 **Duty to Report Information** – All employees of the district, including school
26 counselors, shall report to their direct supervisor any information concerning sexual
27 misconduct. In the event the employee implicated by the information is the direct
28 supervisor, then such report shall be made to the Office of Human Resources
29 administrator. If the Human Resource administrator is implicated, the report shall be
30 made to the Superintendent.
31

32 **School personnel have a direct obligation, imposed by state statute, to provide a**
33 **report to social services or law enforcement agencies immediately upon knowledge**
34 **or a reasonable suspicion that a child is abused or neglected. The duty to report**
35 **imposed by this policy, however, is independent of, and in addition to any such**
36 **statutory obligation.**
37

38 **Failure to Report** – Failure of an employee in possession of such information who does
39 not promptly provide the report described above may result in discipline of that
40 employee.
41

42 **Notification of Central Administration** - Any administrative employee who has
43 received such information regarding any district employee shall immediately notify the
44 Office of Human Resources of such information.
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4 **Investigation of Reports** – Upon receiving information regarding sexual misconduct by
5 a school employee, the Office or Human Resources administrative personnel, or the
6 Superintendent designee, shall promptly and fully investigate all reported information
7 concerning sexual misconduct. The Superintendent, in consultation with district legal
8 counsel, shall oversee investigations conducted, including the initial determination as to
9 whether a reasonable suspicion of sexual abuse by a school employee exists, and whether
10 a full investigation should be conducted.

11
12 **Cooperation with Investigations** – Non-administrative staff are neither authorized nor
13 responsible for conducting investigations with respect to such information, but will be
14 expected to cooperate in the district’s investigation by providing information they have
15 received.

16
17 Sexual misconduct can result in criminal prosecution by law enforcement authorities.
18 Accordingly, the reporting and investigation procedures described herein are to be
19 conducted by the district in addition to any criminal investigation that may be conducted
20 by law enforcement authorities.

21
22 **Reporting to the Public Education Department** – The Superintendent shall report to
23 the Public Education Department any known conviction of a felony or misdemeanor
24 involving moral turpitude of a licensed school employee that results in any type of action
25 against the employee.

26
27 **Reporting in Good Faith** – A person who in good faith reports any known conviction of
28 a felony or misdemeanor involving moral turpitude of a licensed school employee shall
29 not be held liable for civil damages as a result of the report; however, the person being
30 accused shall have the right to sue for any damages sustained as a result of negligent or
31 intentional reporting of inaccurate information or the disclosure of any information to an
32 unauthorized person.

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46 **See policy: 290**

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4 The Board of Education acknowledges the need for its employees to perform their duties
5 in a safe, secure and nonthreatening atmosphere. The Board recognizes, however, the
6 possibility of assault on an employee or another person on school property, or at school-
7 sponsored events. The term “assault” as used in this policy shall mean not only a violent
8 physical or verbal attack, but shall also include the concepts of legal battery, legal assault,
9 and intentional infliction of severe mental or emotional distress.

10
11 No employee shall, while on duty, physically or verbally assault any other person except
12 as may be specifically allowed by regulation.

13
14 An on-duty employee will be permitted to use reasonable force to repel a physical assault
15 upon himself or a physical assault on another person. No verbal statements justify use of
16 force. If an on-duty employee is threatened with an assault upon himself or another and
17 has a reasonable method of retreating or causing the other to retreat so as to avoid the
18 assault, the employee shall retreat or cause the other to retreat.

1 **Violent and Aggressive**
2 **Conduct by School Employees**

234-1

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4
5 Violence or violent conduct by employees is inconsistent with the District’s mission of
6 instilling respect, self-control, and personal discipline in our students. The effective
7 operation of the Animas Public Schools requires that employees strictly avoid subjecting
8 other employees or non-student third persons to violence, the threat of violence, other
9 forms of physical harassment, or intimidation.

10
11 **Violent Conduct by Employees Prohibited**

12
13 The prohibitions and exceptions in this policy apply to conduct by an employee on school
14 premises, and while an employee is on duty at, or in connection with a school sponsored
15 activity.

16
17 The Animas Public Schools Board of Education’s prohibition of employee violence
18 toward students is set forth in its policy on Corporal Punishment (See policy 345.)
19 Instances of employee violence toward students shall be addressed according to the terms
20 of that policy.

21
22 Violent conduct by employees is prohibited, including, but not limited to, the following:

- 23
24 1. Any form of physical violence, as defined herein;
25
26 2. Intimidation, harassment, or any threat of physical violence,
27 communicated by words or conduct;
28
29 3. Possession of a weapon.

30
31 **Definitions**

32
33 “Physical violence” is any form of intentionally forceful, harmful, hurtful, or patently
34 offensive physical contact administered upon or directed to the body of another,
35 including, but not limited to:

- 36
37 • striking, kicking, squeezing, or pinching any part of the body, or forcefully
38 grabbing the body or clothing, or attempting to do any of the foregoing; or
39
40 • restraining or restricting physical movement through physical contact, or
41 attempting to do either.
42
43 • Exceptions: the following actions by an employee are exempt from this
44 policy, and will not constitute a violation of the policy:
45
46

1 **Violent and Aggressive**
2 **Conduct by School Employees (continued)**

234-2

- 3
4
5 a. an employee may, but is not required to, reasonably restrain
6 another employee or third party whose conduct is violent or
7 physically disruptive if:
8
9 • the conduct of the person-to-be-restrained is directed toward
10 any person, including, but not limited to, any employee, a
11 student, any third person, or the employee himself or herself, of
12
13 • the conduct of the person-to-be-restrained is directed toward
14 school property or the property of another on school premises.
15
16 b. in any instance in which another employee or third party has
17 refused valid directives to proceed to, to leave, or to avoid entering
18 any part of the District's premises, and the employee's or third
19 party's refusal creates a disruption or potential disruption of the
20 operations of the school or District. An employee may, but is not
21 required to, exercise a reasonable grasp upon, or restraint of, the
22 other employee or third party for the purpose of moving or
23 removing such person, or for the purpose of preventing the other
24 employee or third party from entering the premises.
25

26 "Violence toward property" is intentionally damaging or destroying the property of the
27 District, of another employee, of a third party, or attempting to do any of the foregoing.
28

29 **Discipline**

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31 An employee who is found to have violated this policy shall be subject to discipline,
32 which may include suspension or discharge for any violation.
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5 The Board of Education recognizes that in the normal course of school operations, one or
6 more employees may feel that the school district’s rules and regulations, or the
7 application of the same, adversely and unfairly affect their interests. These differences
8 should be resolved directly by the persons involved if at all possible. However, since
9 resolution of differences by the individuals involved may not always be possible, the
10 Superintendent or his/her designee is directed to establish a formal grievance procedure
11 for use by all aggrieved school employees.
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4 **As specified by contract any certified employee who so desires may have a grievance**
5 **handled through this procedure.**

6
7 The purpose of this procedure is to provide an equitable solution, at the lowest possible
8 administrative level, to any employee problem(s) or grievance(s) which may arise.

9
10 **IMPORTANT:** Before using this formal procedure the employee should first discuss the
11 problem with his/her supervisor in an informal manner in an attempt to solve the matter.

12
13
14 **PROVISIONS**

- 15
- 16 1. An employee must deliver a written statement to his or her immediate supervisor
- 17 stating the pertinent facts regarding the problem within ten (10) school days of the
- 18 act or occurrence out of which the problem arose. In cases involving employee
- 19 groups, the written statement must be filed within fifteen (15) school days of the
- 20 act or occurrence out of which the problem arose. Monday through Thursday will
- 21 constitute school days in counting minimum and maximum days when a problem
- 22 is not solved before the end of the school year.
- 23
- 24 2. Grievances will be heard by the supervisor at a reasonable time agreeable to both
- 25 parties, but in no event more than three (3) days after the written statement has
- 26 been delivered to the supervisor.
- 27
- 28 3. All proceedings will be kept informal and confidential.
- 29
- 30 4. An employee may discuss the matter personally with the supervisor or the
- 31 employee may be accompanied by a representative of his/her choice.
- 32
- 33 5. The supervisor may be accompanied by another representative of the
- 34 administration at any hearing or meeting with the employee.
- 35
- 36 6. In view of the importance of resolving the matter as rapidly as possible, the
- 37 number of days indicated at each step shall be maximum, and every effort shall be
- 38 made to expedite the process.
- 39
- 40 7. No member of the Animas Schools Board of Education and no member of the
- 41 administration shall retaliate against any employee by doing any act which affects
- 42 the employee’s employment status because the employee instituted a grievance
- 43 proceeding. No member of the Board or administration shall act in retaliation to
- 44 detrimentally affect or damage a party, any professional organization’s
- 45 representative, or any other participant in the grievance procedure.

- 8. The supervisor shall keep all communications, documents and records relating to the grievance matter in a separate file, and such communications, documents and records shall not be kept in the personnel file of any of the participants. All materials shall be destroyed after the resolution of the grievance.
- 9. Any forms developed, which are useful in facilitating a resolution of an employee problem, shall be made available in sufficient quantities to employees, groups of employees and professional organizations in the school district upon request.
- 10. The administration agrees to make available to the employee(s) or his/her representative all pertinent information, not privileged, in its possession or control which is relevant to the issues raised.
- 11. All meetings and hearings shall be conducted in private, unless prohibited by the Open Meetings Act, and shall include only such parties in interest and their designated or selected representatives.
- 12. The aggrieved party shall be responsible for submitting the grievance, when appropriate, to the next step.
- 13. Any step in the procedure may be the last step.

STEP ONE

The employee shall submit to the immediate supervisor a written statement setting forth in detail the background and essence of the problem. The supervisor shall hold a meeting or hearing with the employee and, if requested, his/her designated representative within three (3) school days after delivery of the written statement to the supervisor. The supervisor shall submit to the employee a decision, in writing, within four (4) school days after delivery of the written statement by the employee. If the supervisor fails to submit a written decision to the employee within the four (4) school days, the issue shall automatically be submitted for resolution to the appropriate central office administrator pursuant to STEP TWO.

STEP TWO

If the employee or group of employees is not satisfied with the disposition of the problem at STEP ONE, the written statement may be submitted to the appropriate central office administrator, including the Superintendent, within three (3) school days after the decision at STEP ONE has been rendered. Immediately thereafter, the supervisor shall deliver his file on the matter to the central office administrator.

2
3 The central office administrator will meet with the employee, group of employees, or any
4 other person involved in an effort to resolve the matter; the meeting to take place within
5 five (5) school days after receipt of the written statement by the central office
6 administrator. The employee(s) or administrator(s) shall have the right to submit written
7 statements and other evidence, give testimony and call witnesses. The central office
8 administrator shall within three (3) school days after the meeting render a decision on the
9 matter in writing. If the central office administrator fails to submit a decision in writing
10 within the three (3) school-day period, the problem shall automatically be submitted to
11 the Superintendent in accordance with STEP THREE.

12
13 **STEP THREE**

14
15 If the employee(s) is not satisfied with the disposition of the problem at STEP TWO, the
16 matter may be appealed in writing to the Superintendent, if the Superintendent was not
17 involved in STEP TWO. Such appeal may be instituted by the employee's delivering a
18 notice in writing to the Superintendent within two (2) days after a decision has been
19 rendered by the central office administrator.

20
21 Within five (5) school days following receipt of the notice of appeal or of the failure of
22 the central office administrator to render a written decision, the Superintendent shall
23 review any file on the matter and meet with the appealing employee and any other
24 individuals deemed by the Superintendent to be appropriate for a fair resolution of the
25 matter. The Superintendent shall, within three (3) days of such meeting, render a written
26 decision on the matter and mail or deliver a copy to the appealing employee.

27
28 **STEP FOUR**

29
30 If the employee(s) is not satisfied with the disposition of the matter by the
31 Superintendent, a written appeal may be submitted to the Animas Schools Board of
32 Education, if delivered to the Superintendent within five (5) school days after the
33 Superintendent's decision has been rendered.

34
35 The Board of Education shall review the matter at its next regular meeting or, if deemed
36 appropriate, at a special meeting called for the purpose of entertaining the appeal. The
37 Board shall review all written statements, written testimony, documents and other
38 tangible evidence which has been accumulated in the matter. If deemed necessary by the
39 Board, a hearing shall be called for the purpose of resolution of the grievance. The
40 employee and the Superintendent shall be advised in writing of the Board's decision
41 within five (5) school days of the meeting. The decision of the Animas Schools Board of
42 Education is final.

43
44 **A grievance related to Title IX should be taken to the district Title IX Coordinator.**

45
46 **See policy: 201**

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5 The Superintendent shall maintain an active list of persons approved and licensed by the
6 Public Education Department to act as substitute teachers. Only persons on this approved
7 list or persons holding a New Mexico teaching license or persons assigned to the
8 classroom in question as a student teacher, co-op student, or instructional assistant may
9 be employed as substitutes. The Superintendent is directed to establish administrative
10 procedures that will enhance the district’s ability to maintain the best possible roster of
11 substitutes.

12
13 The District shall issue substitute teacher certificates to the qualified candidate after
14 he/she have met all requirements of the New Mexico Public Education Department and
15 the Animas Board of Education.

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46 **References: NMSA 1978, Section 22-10A-16**

47 **Adopted: October 9, 2007**

Animas Public Schools

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5 The Animas Board of Education believes that by maintaining an instructional staff of
6 high quality and providing for a rich and varied curriculum the need for individual
7 tutoring is minimized.

8
9 When paid tutoring of a student by an employee is deemed necessary, such tutoring will
10 be conducted outside the employee’s regular work hours. Such paid tutoring is to be
11 arranged between families or other agencies and the employee, and the school district
12 assumes no responsibility for the arrangements or the performance thereof.

13
14 Should the District decide individualized tutoring is necessary and funding is available
15 (i.e., 21st Century Community Learning Centers Program), the Animas Public School
16 District may contract with employees to provide this service during hours outside the
17 regular school day.

Each employee of the Animas Public Schools is in fact an employee of the State of New Mexico, responsive to the people or taxpayers of the state. As such, each employee will refrain from activities, employment, and business transactions which violate federal, state, or local laws or which, in any way, diminish the integrity, efficiency, or discipline of the district.

Employees are prohibited from using confidential information acquired by virtue of their association with the District for their individual or another's private gain.

Reference: NMSA 1978, 22-21-1

Adopted: October 9, 2007

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The Superintendent or designee shall be responsible for determining the necessity for reimbursable travel by employees.

Approved travel shall be reimbursed by mileage and per diem amounts allowed under New Mexico statute or regulation, except when lesser payments are agreed to by the employee(s) and the approving administrator. Reimbursement for travel on public conveyance shall be at the most economical rate.

References: NM Travel and Per diem Act

Adopted: October 9, 2007

Animas Public Schools

Amended:

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5 Employees are prohibited from soliciting from children on school premises during school
6 hours.

7
8 School employees are prohibited from conducting any business transactions for political
9 campaigns or candidates or for personal profit during school hours and on school
10 premises.

11
12 School employees engaged in the sale of raffle tickets or other items for support of
13 student-related organizations shall do so in a manner and time that will not interfere with
14 the proper conduct of any school function or interfere with a school employee’s effective
15 performance of duties.

16
17 The Animas Board of Education normally will not sanction district-wide charitable
18 fundraising drives; however, application may be made to the Superintendent’s office for
19 Board approval of such a drive in special circumstances.

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46 **See policies: 150, 251, 254**

47 **Adopted: October 9, 2007**

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5 Individual employees shall neither solicit nor accept personal gratuities, favors or
6 anything of monetary value from contractors as merchants with whom the Animas Public
7 Schools is doing business or who are attempting to sell goods or services to the schools.

8
9 Individual employees shall not request, receive, or accept a gift or loan for themselves or
10 another that tends to influence them or appear to influence them in the discharge of their
11 duties as employees.

12
13 Business with suppliers to district will not be influenced or appear to be influenced by an
14 employee’s financial interest.

15
16 This policy does not preclude acceptance of food or drinks of a social nature or
17 participation in a social event.

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45 **See policy: 151**
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Employees seeking political office, as well as other candidates, are prohibited from conducting campaign activities during regular working hours on school premises. Under no circumstances will a candidate be permitted to use students during school hours in any campaign activity. Similarly, candidates are prohibited from using school machines or materials to produce campaign literature.

Those seeking to promote themselves or another candidate for election are to observe the following rules:

1. Candidates or their supporters may not place campaign materials in schools.
2. Candidates, if invited by the faculty, will be permitted to address the group after school hours. Attendance for faculty members will not be mandatory. Otherwise, no campaigning will be allowed in the buildings. No visits to classrooms or lounges for campaigning purposes will be permitted.
3. Students are not to be asked to take home campaign literature for individual candidates.
4. School phones will be left free for school business.
5. Sale of tickets for campaign fundraisers will not be permitted on school premises.

See Policies: 635, 636

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5 The Board of Education desires that discussion and study of political and social issues be
6 undertaken in a dispassionate atmosphere free from bias.

7
8 In this spirit, teachers shall serve as impartial moderators and shall not attempt directly or
9 indirectly to limit or control the opinion of pupils on such issues. Teachers are
10 encouraged to foster the study of issues rather than teach particular viewpoints with
11 regard to them.

12
13 The Board of Education recognizes that teachers have the right and responsibility to
14 exercise professional judgment, within the limits of the previous statements, when such
15 issues are under study.

16
17 Teachers must inform the principal of names and topics of guest speakers appearing in
18 their classrooms.

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46 See policies: 426, 427, 430

1 **Employee/Immediate Family Members**
2 **Doing Business With the School District**

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5 Pursuant to the provisions of the Procurement Code and the Public School Code, no
6 school employee or member of an employee’s immediate family (as defined in NMSA
7 1978, Section 13-1-62) shall directly or indirectly sell or be a party to any transaction to
8 sell any instructional material, furniture, equipment, insurance, school supplies, or work
9 under contract to the school district with which they are associated or employed when the
10 employee or member of the employee’s immediate family has a financial interest in the
11 transaction.

12
13 No employee of the Animas Public Schools shall receive any commission or profit from
14 the solicitation or sale of investment securities or insurance to any other employee under
15 their supervision.

16
17 The provisions of this policy shall not apply to any employee making a sale in the regular
18 course of the employee’s business when the sale is in compliance with all applicable
19 provisions of the Procurement Code.

20
21 The Board of Education reserves the right to grant a waiver of unlawful employee
22 participation in a procurement process, pursuant to Section 163 of the Procurement Code
23 (NMSA 1978, Section 13-1-190), upon making the following findings:

- 24
- 25 1. The contemporaneous employment or financial interest of the employee has been
26 publicly disclosed.
 - 27
 - 28 2. The employee will be able to perform the procurement functions without actual or
29 apparent bias or favoritism; and
 - 30
 - 31 3. The employee participation is in the best interest of the school district.
 - 32

33 In the event that the Animas Board of Education determines that it is in the best interest
34 of the school district to waive unlawful employee participation, an affidavit stating the
35 terms of the waiver have been complied with shall be completed by the participating
36 employee(s) and appropriate school district official(s) and remain on file in the school
37 district’s business/finance department and in the procurement file for the applicable
38 transaction.

39
40 **The term “employee” includes all persons receiving a salary, wages or per diem and**
41 **mileage from a state agency or local public body whether elected or not and any**
42 **non-compensated individual performing personal services as an elected or**
43 **appointed official or otherwise for a state agency or a local public body.**

44
45
46 See policies: 116, 150

47 **Adopted: October 9, 2007**

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The Superintendent will provide all employees with an explanation of the legal protections that they have been afforded in terms of maintaining order, discipline, and an appropriate educational environment. The Superintendent will also inform all employees of the limitations on these rights.

References: The No Child Left Behind Act of 2001

Adopted: October 9, 2007

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5 The Superintendent shall maintain personnel records for all school employees, the
6 records to include but not limited to: official transcripts, birth certificates, health
7 certificates, licensure documents, experience records and evaluation reports.

8
9 These records shall be open to inspection only to:

- 10
11 1. the employee concerned, but only in the presence of an administrator or the
12 person in charge of the records. The employee may see any reference only if
13 there **is no written statement** by the employer or the person providing the
14 reference that it will not be made available to the employee.
15
16 2. the Superintendent, the Superintendent’s staff or other administrators on a need-
17 to-know basis, and
18
19 3. the Animas Board of Education during executive personnel sessions, and
20
21 4. representatives of regulatory or accrediting agencies as required for the conduct of
22 their official business.
23

24 Personnel records will not be made available to other persons without the consent of the
25 employee. No material shall be removed from the record except for review. No record
26 shall be removed from the Superintendent’s office.
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46 See policies 258, 259
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5 It shall be the policy of the Board and administration of the Animas Public Schools to
6 protect the privacy of current, former and prospective employees to the extent permitted
7 by law. Accordingly, all personnel information retained by the district shall be
8 considered confidential unless the Inspection of Public Records Act requires otherwise.
9

10 Confidential personnel information will not be released without the affected person's
11 written consent unless an administrator who is responsible for maintaining the relevant
12 records determines that exceptional circumstance justify such action. Other personnel
13 information will be made available pursuant to the Inspection of Public Records Act, as
14 interpreted by the New Mexico courts.
15

16 The Act and decisions interpreting it provide that the following types of personnel
17 information may be treated as confidential:
18

- 19 1. Letters of reference concerning employment, licensing or permits;
- 20
21 2. Letters or memoranda in personnel files which are matters of opinion, including
22 documents concerning infractions and disciplinary actions, performance
23 evaluations, and related materials, opinions as to whether a person should be
24 rehired or reasons why an applicant was not hired, and any other material
25 expressing an opinion as to a current or former employee or an applicant for
26 employment;
- 27
28 3. Medical and related information pertaining to illness, injury, disability to perform
29 a job, task, or sick leave;
- 30
31 4. Names or other identifying information on applicants for positions with the
32 Animas Schools, until and unless one or more persons outside the district are
33 contacted for further information regarding a particular applicant; and
34
- 35 5. Other types of personal information, such as military discharge or arrest records,
36
 - 37 a. which is solicited by the district;
 - 38
39 b. which is considered vital to the employment procedure;
 - 40
41 c. which was furnished after a promise to keep the information confidential;
42 and
 - 43
44 d. for which disclosure would not appear to serve any identifiable public
45 interest.
46

2
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4 These types of information will be treated as confidential to protect the privacy of
5 current, former and prospective employees and to encourage qualified persons to apply
6 for positions with assurance that the mere fact of their application for another job need
7 not become public information.

8
9 The district shall be entitled to ask persons seeking disclosure of personnel records to
10 provide reasonable justification for such disclosure.

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46 See policies: 257, 259
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Pursuant to State Regulation 93-17, no district employee, board member or school volunteer shall see or use employee lists or disclose the name of any employee for the purpose of marketing goods or services directly to employees or their families by means of telephone or mail.

The exceptions to this policy are when an employee authorizes the name release for any of the following legitimate educational purposes:

1. Regionally accredited colleges and universities
2. Accredited post-secondary and vocational educational entities
3. Accredited public educational entities providing adult basic educational opportunities
4. Educational entities offering continuing education opportunities for licensed and/or non-licensed faculty and staff
5. Educational entities offering tour/travel opportunities which result in educational credits through a regionally accredited college or university, or an accredited post-secondary or vocational school
6. The Armed Forces of the United States offering educational programs and/or opportunities within the military
7. Additionally, the Animas Board of Education authorizes, upon request, release of employee names to the exclusive representative(s) of district employees.

Reference: NM State Regulation 93-17

See policies: 257, 258

2
3 The Animas Board of Education provides authorized leaves from duty as follows:

- | | | |
|----|-----------------------------|--------------------|
| 4 | 5 Annual Leave | 6 Personal Leave |
| 7 | 8 Professional Leave | 9 Sick Leave |
| 10 | 11 Family and Medical Leave | 12 Military Leave |
| 13 | 14 Jury Duty/Subpoena Leave | 15 Emergency Leave |

16 All leaves, with or without pay, require advance approval except in emergency situations.
17 Full pay will be deducted from an employee’s salary for each unauthorized absence or for
18 any absence not meeting the criteria specified in the policy covering the leave for which
19 the absence was authorized. No leave shall have any compensation as part of it unless
20 specified by the individual leave policy.

21 **The following paragraphs apply in all cases unless specifically modified in the
22 individual leave policies.**

23 An employee granted leave of absence will be returned whenever possible to the same
24 position.

25 Except in cases of extended illness of the certified employee or his/her immediate family,
26 proposed termination of leave of absence must be determined at the time the leave is
27 granted. Date of expected return must coincide with the beginning of a semester unless
28 other arrangements have been made. Failure of a certified employee to present
29 himself/herself for duty upon expiration of a leave of absence relieves the District of its
30 responsibility for reemployment, unless an extension is requested and granted.

31 No leave shall be granted which exceeds a twelve-month period unless an extension is
32 granted by the Board of Education.

33 Employees on unpaid leave of more than one month of consecutive work days may
34 continue group insurance by timely payment of the full premium, with no Animas Public
35 Schools contribution, unless the leave is under the provisions of the Family and Medical
36 Leave Act.

37 Employees will not accrue leave or other benefits during any leave without pay.
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46 See policy: 263

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5 Leaves from duty without deduction may be granted for professional visitation and
6 attendance at job-related meetings, conferences and training sessions or other activities
7 which in the Superintendent’s judgment would be beneficial to the work of the employee
8 or to the district as a whole. Professional Leave requires the Superintendent's prior
9 approval.
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1 **Sick Leave**

262-1

2
3 Regular sick leave, with no deduction in salary, shall be accrued as follows:

<u>Employment</u>	<u>Days/Year Allowed</u>
Teachers, Educational Assistants, and Cafeteria Workers	8 Days Annually
150-200 day employees Secretaries and Ten (10) Month Employees	10 Days Annually
201-229 day employees Principals	11 Days Annually
230-239 day employees	11 Days Annually
240 and above day employees	12 Days Annually

16
17 For employees serving less than a full term of employment or working less than full-time,
18 earned sick leave will be prorated commensurate with working time or period of
19 employment.

20
21 Sick leave shall be granted to employees during the illness of the employee, his spouse,
22 or his dependent child. Sick leave may also be used, with the prior approval of the
23 Superintendent or his/her designee, for illness of other relatives, providing that the
24 relative who is ill is living with the employee or is dependent upon the employee for his
25 or her care.

26
27 Any employee who will be absent from his/her assignment due to personal or family
28 illness shall notify (at their home or office no later than 7:00 a.m.), the building principal,
29 the immediate supervisor, or a designee, of the impending absence. Failure to comply
30 with this subsection of the sick leave policy, without justifiable cause, will result in the
31 employee being placed on leave without pay and docked a full day's salary for that day.

32
33 For subsequent absences due to the personal illness of the employee, beyond the
34 employee's accumulated sick leave, a deduction not to exceed one (1) day basic salary
35 shall be made for each day of absence. The full-time employee so affected shall be
36 automatically placed on leave without pay until a licensed physician certifies that he or
37 she is able to resume his/her duties. A regular or substitute employee may be appointed
38 to the vacancy.

39
40 Sick leave applies only to a regular contract assignment. For example, summer school
41 teaching is not part of a regular contract and is therefore not covered by the sick leave
42 policy.

43
44 For the care of seriously ill parents and/or children not living with or dependent upon the
45 employee, up to five (5) days sick leave may be granted to the employee with the prior
46 approval of the Superintendent or his/her designee

Adopted: October 9, 2007

Animas Public Schools

Amended:

Board of Education Policy Manual

3
4
5 For periods of sick leave longer than three (3) consecutive working days, the
6 Superintendent or his/her designee may require a physician's statement attesting to the
7 fact the employee is unable to return to work for health reasons.

8
9 Sick leave benefits, **including Sick Leave Bank** shall not be paid during any period for
10 which an employee is eligible for worker's compensation payments unless the employee
11 has elected in writing to assign or pay his/her workers compensation payment to the
12 district for the period during which the sick leave benefits are paid. In no event shall an
13 employee be entitled to both sick leave benefits and worker's compensation payments
14 during the same period. As used in this policy, "worker's compensation payments" refers
15 only to wage replacement benefits under any worker's compensation act. In the event an
16 employee received both sick leave benefits and worker's compensation for the same
17 period, the district will deduct the amount of sick leave benefits paid (in the event no
18 election has been made) or the amount of worker's compensation payments received by
19 the employee (in the event an election has been made) from the next amount due the
20 employee from the district.

21
22 Unused sick leave allowance which has been credited to the employee shall be
23 cumulative but restricted to sixty (60) days maximum.

24
25 Any cumulative sick leave is forfeited upon the resignation and/or termination of the
26 employee and in no case shall it be compensatory or transferable.

27
28 In the event that an employee terminates prior to completion of a contract, sick leave
29 shall be prorated from the above sick leave schedule. If the terminating employee has
30 used more sick leave than has been earned, the adjustment shall be deducted from the
31 final payment due the employee. If the continuing employee uses more days than those
32 to which he/she is entitled for the contract year, payroll deduction for those days in
33 excess of those allowed will begin the following pay period.

34
35 **For every day 5 days of accrued sick leave within the year over 60, the employee will be**
36 **awarded one additional personal day.**

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46 **See policies: 263, 264, 273**

2
3
4 This policy is adopted to implement the federal Family and Medical Leave Act of 1993
5 (FMLA) pursuant to the terms, conditions, and limitations of the Act. In the event any
6 conflict between the provisions of this or any other leave policy of the Animas School
7 District and the provisions of the FMLA, the latter shall prevail.
8

9 A. To be eligible for leave under the Act, an employee must have worked for the
10 Animas Public Schools for a total of twelve (12) months, during which the
11 employee must have worked a total of 1,250 hours.
12

13 B. Pursuant to the Family and Medical Leave Act, employees are permitted up to
14 twelve (12) work weeks of unpaid leave per year during any 12-month period.
15 Family and Medical Leave can be requested for the following reasons:
16

- 17 1. childbirth and infant care;
- 18
- 19 2. placement of a child with the employee for adoption or placement of a
20 child with the employee by a state agency for foster care (entitlement to
21 leave for birth or placement of a child expires 12 months after the birth or
22 placement of the child);
23
- 24 3. care of the employee’s spouse, son or daughter or parent with a serious
25 health condition; and
26
- 27 4. the inability of the employee to perform his or her job duties due to his or
28 her own serious health condition, or the necessary absence from work of
29 an employee to receive medically necessary treatment. Leave under the
30 FMLA shall be a "rolling" 12-month period, measured backward for each
31 employee from the first time each employee uses leave under the FMLA.
32

33 C. A “serious health condition” is an illness, injury, impairment, or physical or
34 mental condition that (a) requires in-patient care in a hospital, hospice, or
35 residential medical care facility, or (b) requires continuing treatment by a health
36 care provider and which, if left untreated, would likely result in an absence from
37 work of more than three (3) days, or (c) involves pre-natal care. A “serious health
38 condition” does not include voluntary cosmetic treatments, unless inpatient care is
39 required, or routine physical examinations.
40

41 D. An employee requesting leave shall submit a “Request for Leave” form to the
42 immediate supervisor.
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4 E. If an employee request leave for treatment of an employee’s serious medical
5 condition or for that of a child, parent, or spouse, the employee must make a
6 reasonable effort to schedule the treatment at a time that is not unduly disruptive
7 to the district.
8

9 F. An employee seeking leave for a foreseeable reason such as the birth or
10 placement of a child or for planned medical treatment shall provide the district
11 with at least thirty (30) days advance notice of the leave. If thirty (30) days
12 advance notice is not possible under the circumstances, e.g. in the case of a
13 premature birth, the employee shall give such notice as is practicable, e.g., within
14 one or two business days of the day the employee learns of the need for leave. If
15 an employee’s reason for seeking leave was unforeseeable, such employee shall
16 give such notice as is practicable. An employee who fails to give notice of leave
17 as required herein may be denied such leave until the notice requirements are met.
18 If less than thirty (30) days notice of leave is provided, the employee must
19 schedule an appointment with the Superintendent for approval.
20

21 G. An employee seeking leave on the basis of the serious medical condition of the
22 employee or the employee’s spouse, son or daughter, or parent, must provide
23 certification issued by the health care provider of the employee or of the
24 employee’s spouse, son or daughter, or parent, stating:
25

- 26 1. the date the condition began,
- 27
- 28 2. it’s probable duration
- 29
- 30 3. appropriate medical facts, and
- 31
- 32 4. that, for a specified time, either
- 33
- 34 a. the employee is unable to perform his or her job functions or will
- 35 be unavailable to do so while receiving necessary medical
- 36 treatment, or
- 37
- 38 b. the employee will be needed to care for the sick family member.
- 39

40 If the adequacy of medical certification is questioned by the district, the district
41 may require the employee to seek, at the district’s expense, the opinion of a
42 second health care provider, who is not regularly employed by the district. If the
43 opinions of the first and second health care providers differ, the district may
44 require, at the district’s expense, a third opinion from a health care provider
45 agreed upon by the employee and the district. The third opinion shall be final and
46 binding.

2
3
4 H. Spouses employed by the district are limited to a combined total of twelve (12)
5 work weeks per year for the birth or placement of a child, or to care for a parent.
6 However, for other covered leaves, such as to care for a spouse or child, or for the
7 treatment of the employee’s own serious health condition, each spouse may take
8 up to twelve (12) weeks a year.
9

10 I. Intermittent leave and reduced work schedules are allowed when such are
11 medically necessary; however, employees may not take intermittent leaves or go
12 on reduced work schedules that reduce the number of hours worked per week or
13 per day for childbirth/infant care or adoption leave.
14

15 J. If an eligible “instructional employee” seeks intermittent leave or reduced-
16 schedule leave for the care of a spouse, son or daughter, or parent, or for the
17 employee’s own serious health condition, and the leave is foreseeable on the basis
18 of planned medical treatment, and the employee would be on leave for more than
19 twenty (20) percent of the work days during the period, the employee must choose
20 either to:

- 21
- 22 1. Take leave for a period or periods of a particular length, not greater than
23 the length of the planned medical treatment; or
- 24
- 25 2. Transfer temporarily to an equivalent position which better accommodates
26 recurring periods of leave.
27

28 “Instructional employees” include teachers, instructional assistants, coaches and
29 other employees whose duties principally involve the direct provision of
30 instructional services to students. In the event an employee involuntarily takes
31 additional leave time under subparagraph 1, above, the entire leave time shall be
32 counted against the employee’s available leave under the FMLA and any district
33 leave policy.
34

35 K. If any employee requests intermittent leave or leave on a reduced work schedule
36 to care for a seriously ill family member or for the employee’s own serious health
37 condition, and the need for leave is foreseeable based upon planned medical
38 treatment, the employee may temporarily be transferred to an available alternative
39 position with equivalent pay and benefits, if the employee is qualified for the
40 position and the position better accommodates recurring periods of leave than the
41 employee’s regular job.
42

43 L. The responsibilities of instructional employees near the end of academic terms –
44 examinations, grading, etc. requires that the school district be able to limit leave
45 taking by instructional employees at such times as follows:
46

3
4 1. **Leaves beginning more than five (5) weeks before the end of a**
5 **semester:** If an instructional employee starts a leave more than five
6 weeks before the end of a semester, the school district may require the
7 employee to continue the leave until the end of the semester if:

- 8
9 a. the leave is of at least three (3) weeks duration; and
10
11 b. the employee would return from leave during the three-week
12 period preceding the semester's end.

13
14 2. **Leaves beginning five weeks or less before the end of a semester:** If an
15 instructional employee begins a leave five (5) weeks or less before the end
16 of a semester, the school district may require the employee to continue the
17 leave until the end of the semester if:

- 18
19 a. the leave will last more than two (2) weeks; and
20
21 b. the employee would return from leave during the two-week period
22 before the term's end.

23
24 3. **Leaves beginning three (3) weeks or less before the end of a semester:** If
25 an instructional employee starts a leave three (3) weeks or less before the
26 end of a semester, the school district may require the employee to continue
27 the leave until the end of the term if the leave will last more than five (5)
28 working days.

29
30 M. All requests for family/medical leave must be approved by the employee's
31 supervisor and the Superintendent or his/her designee.

32
33 N. Employees who take family/medical leave must utilize any available paid leave
34 they have accrued. Accrued vacation or personal leave shall be substituted for
35 any FMLA qualifying purpose. If the requested leave period extends beyond the
36 employee's accrued number of paid leave days, the remaining leave days will be
37 unpaid.

38
39 Any employee seeking leave shall explain the reasons for the needed leave on
40 form provided by the district. It shall be the district's responsibility to identify the
41 requested leave as covered by the FMLA and as paid or unpaid on the basis of
42 leave time accrued under or during such leave, on the basis of information
43 provided by the employee.

3
4 O. During the period of leave, the school district will maintain the employee under
5 the district’s group health plan if enrolled; however, the employee is responsible
6 for continuing to pay the employee’s monthly portion of the premium. If the
7 employee fails to make payment of the employee’s share of health insurance
8 premiums for thirty (30) days after such payment is due, coverage of such
9 employee for benefits shall be discontinued. If the employee fails to return to
10 work following leave under the FMLA for any reason (1) other than the
11 continuation of the FMLA qualifying circumstances upon which the need for
12 leave was originally based, or (2) circumstances beyond the control of the
13 employee, the employee shall be required to reimburse the district for the cost of
14 health insurance premiums which the district paid to maintain coverage for the
15 employee during the leave period.

16
17 P. Employees will not accrue leave or other benefits during the family/medical
18 leave period.

19
20 Q. An employee other than a “key employee”, who has taken family/medical leave
21 will be restored to his or her previous position or to a position of equivalent pay,
22 benefit, and other terms and conditions of employment. Equivalency of positions
23 shall be determined on the basis of district policy. A “key employee” may be
24 denied reinstatement if it would create a substantial and grievous economic injury
25 for the school district. A “key employee” is one whose compensation is within
26 the highest ten percent of the work force of the school district.

27
28 R. In each district building there shall be posted a notice to employees, describing
29 the provisions of the FMLA, provided and approved by the Wage and Hour
30 Division of the United States Department of Labor.

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46 **Reference: FMLA 1993**

1 **Personal Leave**

2
3 ~~All full-time employees of the District on less than a twelve (12) month contract shall be~~
4 ~~allowed one (1) day, per school year, for personal leave.~~

5
6 ~~Personal leave for those other than full-time employees shall be prorated.~~

7
8 ~~Employees on a twelve (12) month contract shall be entitled to three (3) days of personal~~
9 ~~leave per year.~~

10
11 **Personal leave will accrue as follows:**

<u>Employment</u>	<u>Day(s)/Year Allowed</u>
150-200 days employees	1 Day
201-229 day employees	2 Days
230 and above day employees	3 Days

12
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20 Personal leave is not cumulative and must be used prior to the ending of the employee's
21 contract year.

22
23 Any unused personal leave is forfeited upon the resignation and/or termination of the
24 employee and in no case shall it be compensatory or transferable.

25
26 Notice to the employee's principal or other immediate supervisor that personal leave is to
27 be taken will be given at least one (1) day before taking such leave (except in cases of
28 emergency). The employee is not required to state the reason for taking such leave and
29 his/her signature on the notice of absence form will attest that the leave is being taken
30 under the conditions stated above.

31
32 Employees may take additional days of personal leave to attend activities
33 which their PK-12 school-age children are participating in, which are Animas Public
34 School activities at the regional, state, or national level under the following guidelines:

35
36 The employee must have leave approved through the district office one week in advance
37 so that arrangements for a substitute may be made.

38
39 The employee's pay will be reduced by the amount necessary to reimburse the district for
40 the cost of a substitute. For teachers and aides this will be at the highest rate for
41 substitutes, for other employees this will be at the hourly rate for substitutes for that
42 position.

43
44 **Final approval is at the discretion of the Superintendent.**

45
46 ~~Partial days shall be prorated as follows:~~

- 1 ~~(a) 5 periods or more 100% of substitute pay as applicable.~~
- 2 ~~(b) 4 periods 57% of substitutes pay as applicable.~~
- 3 ~~(c) 3 periods 43% of substitutes pay as applicable.~~
- 4 ~~(d) Less than 3 periods when we cover the class or work 0%~~
- 5
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1 **Annual Leave**

2
3 Full time ~~twelve (12) month~~ employees, **240 or more day employees** excluding the
4 Superintendent, shall be entitled to annual leave on the following schedule:

<u>Years of Service</u>	<u>Days Per Year</u>
1-5	12
6-10	15
11+	18
11-15	18
16-20	21
21+	24

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13
14 The following provisions apply:

- 15 1. Annual leave shall not accrue to any employee while on a leave without pay status
- 16 2. Years of service credit include only those years of employment with the Animas
- 17 Public School District.
- 18 3. Annual leave will not be granted in advance of the number of days earned by the
- 19 employee at the time of leave.
- 20 4. Authorization from an employee’s immediate supervisor must be granted in
- 21 writing prior to taking leave, and only for such times as will least interfere with
- 22 the efficient operation of the schools (except in cases of emergency).
- 23 5. Employees absent without prior authorization may be subject to deduction from
- 24 annual leave or salary, suspension without pay or dismissal from the system.
- 25 6. Unused annual leave is cumulative, not to exceed thirty (30) working days.
- 26 7. Annual leave is earned leave computed on the basis of the number of months and
- 27 percentage of FTE (full time equivalency) of greater than one-half of service in
- 28 any given year.
- 29
- 30
- 31

32 ~~Upon termination of employment, no payment will be made for more than twenty (20)~~
33 ~~days of unused annual leave at the employee's current wages.~~

34
35 Annual leave shall not be granted to temporary agency or part-time (under one-half FTE)
36 employees.

37
38 The Board reserves the right to negotiate a separate annual leave agreement with the
39 Superintendent of Schools.

40
41 Holidays

42
43 The Board of Education upon recommendation of the Superintendent will approve a
44 calendar of paid holidays for all twelve month employees (including those covered by a
45 union) that is in accord with the adopted school calendar.

Absence with pay will be granted when an employee is subpoenaed to appear in an official proceeding, if such proceeding does not involve self employment or employer and does not concern the employee’s own personal affairs.

Leave with pay will be granted to an employee for appearance in court as a witness, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

The employee must give, as soon as possible, notification to his/her immediate supervisor of the desire to apply for such leave to appear in court or report for jury duty.

If payment is received by the employee, he/she shall turn the funds over to the school district or lose the equivalent amount of pay. This does not include reimbursement for transportation expenses.

2
3
4
5 Any employee who is a member of an organized unit of the National Guard, or a reserve
6 unit of any of the military branches, when ordered to active duty training with such
7 organized units, shall be given military leave not to exceed fifteen (15) days annually.

8
9 Such leave is to be in addition to other leave or vacation time to which the employee is
10 otherwise entitled, with no deduction of pay.

11
12 Any employee who is drafted or called into duty by the armed forces of the United States
13 shall be considered as on leave without pay, eligible for return to duty for the first
14 available position for which the employee is licensed, or for non-licensed employees, the
15 first available position of the kind held by the employee at the time of induction into the
16 armed forces.

2
3
4 Emergency leaves shall not exceed accumulated sick leave. All leaves under emergency
5 shall be charged against accumulated sick leave. The following reasons shall constitute
6 emergency leave:

- 7
- 8 • Birth of a child to the employee's spouse
- 9 • Death of a relative within the third degree such as an employee's spouse,
10 child, mother, father, sister, brother, sister-in-law, brother-in law,
11 mother-in-law, father-in-law, grandparents and grandparents-in-law.
- 12

13 Exception to this policy may be exercised by the Superintendent whenever necessary.
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4 The Sick Leave Bank can only be used for catastrophic illness, non-elective and
5 necessary surgery, a temporary disability requiring extended hospitalization or home
6 confinement, or for the same reasons involving relatives of the employee when the
7 employee is the sole care giver for the relative, provided there is no one else to take care
8 of that relative. *Normal pregnancy or elective surgeries are not considered to be valid*
9 *reasons for Sick Leave Bank days. All sick, annual, personal and comp time leave*
10 *must be used before an employee is eligible to receive days from the Sick Leave Bank.*

- 11
12 1. “Catastrophic” is defined as an illness or disability that is life threatening or
13 requires extended hospitalization or extended home confinement based on
14 doctor’s orders, and for which no workman’s compensation or disability benefits
15 are available.
16
17 2. Disability benefits, if approved, begin on the 60th calendar day following the last
18 day worked. All employees who are participating in a disability insurance
19 program are required to apply for disability prior to the 60th day of their last day
20 worked. The Sick Leave Bank will initially award only enough days to cover the
21 days prior to disability insurance beginning. If the employee elects not to take the
22 district long term disability insurance, the Bank will award only enough days to
23 cover the employee if he/she had taken long term disability.
24
25 • Should the employee’s disability claim not be approved, the Sick Leave
26 Bank Committee may request further documentation from the employee’s
27 physician to determine whether or not prior use, or future use, of SLB
28 days was warranted.
29
30 • The employee will be required to provide the SLB Committee with
31 updated progress reports from his/her physician every twenty (20) days.
32 Should the employee not provide this report on a timely basis, the SLB
33 Committee reserves the right to terminate any future use or future award
34 of SLB days. The same updated progress reports will be required if the
35 employee is utilizing the SLB days due to illness, confinement, etc. of an
36 immediate family member.
37

38 ***Sick Leave Bank Committee***

39
40 The Sick Leave Bank Committee shall be composed of one (1) elementary teacher, one
41 (1) secondary teacher, one (1) administrator, and two (2) classified employees.

42
43 Committee member must be current participants in the Sick Leave Bank.

44
45 ~~Members shall be selected by the District Management Team from a list of volunteers.~~

3
4
5 ~~Terms shall consist of initial appointments from July to June:~~

- 6
- 7 ~~• One one year term~~
- 8 ~~• Two two year terms~~
- 9 ~~• Two three year terms~~

10
11 **Membership**

12
13 Participation is voluntary and is open to all employees who earn sick leave.

14
15 Membership will be granted prior to October 1 of each school year or within thirty (30)
16 days of employment.

17
18 Employees must contribute a minimum of two (2) days of sick leave to participate. This
19 contribution will be made by completing a “Contribution to Sick Leave Bank” form.
20 Contributions of days are not refundable. Once the donated day is in the bank, however,
21 the employee loses all control of that day and how it is allocated will be the decision of
22 the ~~Review Board~~ **Sick Leave Bank Committee**. *During any school year when the total*
23 *number of days on deposit exceeds 700 days employees will meet membership*
24 *requirements by contributing 1 day rather than 2 days. (Revised October 9, 2007)*

25
26 Membership may be terminated by notifying the Sick Leave Bank Committee in writing.

27
28 **Donations**

29
30 Members may donate any unused sick days to the SLB upon resignation by notifying the
31 Sick Leave Bank Committee in writing.

32
33 **Withdrawals**

34
35 Requests to withdraw days from the SLB must be made on “Request for Use of Sick
36 Leave Bank” form and submitted to the ~~Superintendent~~ **Committee Chair**.

37
38 All accrued sick leave, annual leave, and personal leave must be used prior to being
39 eligible.

40
41 Maximum withdrawal will be sixty (60) days at one time. The employee may reapply for
42 additional sick leave bank days, if needed.

43
44 All days granted by the bank, but not used for the purpose granted, shall be restored to
45 the bank.

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4 A doctor's medical report must be attached to the request for sick leave days from the
5 bank. The report must specify the severity of the illness or indicate if the surgery is an
6 emergency or elective procedure. It should also estimate the time needed for recovery
7 and return to work.

8
9 If at any point, should it be determined that SLB days were fraudulently applied for or
10 utilized, the SLB Committee may require immediate termination of the remaining days
11 and immediate and full repayment of used days by reducing future paychecks at an
12 accelerated rate **subject to the discretion of the Superintendent.**

13
14 As stated in paragraph one of this policy, conditions associated with pregnancy, delivery,
15 and a normal recovery do not warrant the use of Sick Leave Bank days.

16
17 The decision of the ~~Review Board~~ **Sick Leave Bank Committee** shall be forwarded to the
18 Superintendent and the applicant. If the decision favors the applicant, it shall stand. If the
19 applicant is not satisfied with the decision, he/she may appeal the decision to the
20 Superintendent. The appeal must be made within five (5) working days after notification
21 of the Review Board's decision. The decision of the Superintendent is final. There shall
22 be no further appeal.

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43 **See policies: 260, 262, 263, 264, 265, 269**
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4 All full-time employees of the Animas Board of Education are eligible for all benefits
5 provided by statute or regulation and by the Board of Education. For the purposes of this
6 policy “full-time” is defined as not less than twenty (20) hours weekly. Employees in
7 any capacity working less than twenty (20) hours per week are **ineligible** for any
8 medical/dental or other voluntary insurance coverage paid for in part or in whole by the
9 Board of Education. Part-time employees will be provided any fringe benefit required by
10 state or federal law or regulation.

11
12 Employees who work at least twenty (20) hours a week but less than full-time are eligible
13 for all benefits provided by statute or regulation and by the Board of Education, **except**
14 **annual leave**. Any employee in this latter category who was receiving annual leave as a
15 benefit in the 2000-2001 school year will continue to receive that benefit during
16 continued employment working at least twenty (20) hours per week until ending
17 employment with the district.

18
19 Animas Public Schools provides a Life Insurance Policy to all employees that work
20 fifteen (15) or more hours per week.

21
22 Cell phones, vehicles and computers, which are property of Animas Public Schools may
23 not be used for personal use by employees.

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45 See policies: 239, 260, 263,265

1 **Personnel and Communicable Disease/Health Threats 277-1**

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4 The Animas Board of Education recognizes that the health and safety of the students and
5 personnel are primary concerns and that it is necessary to adopt a policy governing the
6 manner in which the Board and its administration will protect the health and safety of all
7 students and personnel when a current or potential employee is infected with a
8 communicable disease. This policy is adopted in order to protect the legitimate interests
9 and rights of personnel with communicable diseases or who are carriers of communicable
10 diseases, while also protecting all students and the remaining personnel in the district.

11
12 No individual will be denied employment in the district, nor will any employee be
13 suspended, terminated, segregated, discharged or have his or her assignment changed as a
14 result of the individual being a carrier or having a communicable disease, unless the
15 procedures specified herein have been followed.

16
17 Any decision affecting the employment, continued employment, or the suspension from
18 duty of an individual who is a carrier of or who has a communicable disease will be
19 based upon competent medical advice and will balance the rights of the infected
20 individual against the legitimate interest of the district in protecting the health and safety
21 of the students and the remaining personnel.

22
23 Applicants for employment who are carriers of or who have a communicable disease are
24 obligated to disclose that fact before being employed. Current employees who are
25 carriers of or who are infected with a communicable disease are obligated to disclose the
26 fact to their immediate supervisor, as soon as the employee is aware of the condition. For
27 purposes of this policy, communicable diseases include, but are not limited to the
28 following:

- 29
30 1. Measles
31 2. Acquired Immune Deficiency Syndrome (HTLV-III)
32 3. Hepatitis B Virus
33 4. Chicken Pox
34 5. Whooping Cough
35 6. Diphtheria
36 7. Typhoid Fever
37 8. Rubella
38 9. Salmonella
39 10. Cytomegalovirus
40 11. Herpes Simplex
41

42 The district will not require mandatory testing or screening of individuals for
43 communicable diseases as a condition for employment, either initially or annually.
44 However, if the school authorities have reasonable cause to believe that an individual
45 (employee) has or is a carrier of a communicable disease, such individual (employee),
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4 may be required to submit to an appropriate medical examination at the expense of the
5 district.

6
7 Employees may voluntarily choose to absent themselves from their position, using
8 accumulated sick leave or other appropriate leave or leave without pay, for any period
9 during which the employee's condition is infectious or communicable, provided that such
10 absence is supported by a statement to the effect by a medical doctor or other competent
11 medical professional. If school authorities have reasonable cause to question the
12 continued absence of an employee, such employee may be required to submit to an
13 appropriate medical examination by medical professionals selected by the school district
14 at the expense of the district.

15
16 Employees who have or are carriers of communicable diseases and who have not
17 voluntarily absented themselves from their duties, will have their employment situation
18 reviewed by a committee consisting of: (a.) the employee's physician, (b.) a physician
19 appointed by the school district, (c.) the employee, (d.) the Director of Personnel, (e.) the
20 employee's immediate supervisor, and (f.) any other person, to be appointed to the
21 committee by the Superintendent, whose expertise would be useful to the committee in
22 reaching and implementing its decision.

23
24 In determining the employment situation for any employee who has or is a carrier of any
25 communicable disease, the following factors will be evaluated: (a.) the nature of the
26 disease, (b.) the expected type of interaction the employee will have with students and
27 other employees, (c.) the risk of transmission of the disease from the infected employee
28 to students and other employees, (d.) the physical condition of the employee, (e.) the
29 hygienic practices of the employee and (f.) any other pertinent factor reasonably related
30 to the decision.

31
32 A maintenance of full employment for all employees is the primary goal of this policy.
33 Restrictions of or suspension from full employment will only be imposed when the risks
34 to students and other employees outweigh any benefits which the employee may receive
35 from remaining on duty.

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4 Subject to the limitations and exceptions set forth below, overtime will be paid by
5 ~~increased salary at the rate of one and one-half times the regular compensation rate or~~
6 **compensatory time off at one and one-half time.** Overtime is defined as work in addition
7 to the normal forty (40) hours per week.
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9 **Compensation provided in compliance with the**
10 **FAIR LABOR STANDARDS ACT**
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4 On an annual basis the Superintendent will prepare an index salary schedule, containing
5 both horizontal and vertical steps, for the review and approval of the Board of Education.

6
7 The following characteristics will structure the teachers' salary schedule:

- 8
- 9 • A minimum of ninety-one (91) continuous days of service will be counted as a full
10 year's experience.
 - 11
 - 12 • Each teacher will be responsible for verification of his or her teaching experience in
13 other school systems. All verification of experience and transcripts must be in the
14 Office of Human Resources by October 1, to be considered for salary purposes.
 - 15
 - 16 • All additional hours and degrees earned during the summer and all completed
17 paperwork must be in the Office of Human Resources by October 1, to be considered
18 for salary purposes for that school year.
 - 19
 - 20 • All college or university credit must have been earned at a college or university
21 regionally accredited or approved by the New Mexico Public Education Department.
 - 22
 - 23 • All additional graduate or undergraduate credit hours must have been earned after the
24 Bachelor's Degree to be placed on the salary schedule at either Bachelor's + 15 or
25 Bachelor's + 45, and only graduate hours after the Master's Degree for the placement
26 on the Master's +15 or Master's + 45.
 - 27
 - 28 • Military instructionally related service will be credited towards years of experience.
 - 29
 - 30 • Instructionally-related experience **includes but is not limited to** experience as a
31 classroom teacher in a public or private school or postsecondary institution,
32 experience as a superintendent, director of instruction, director of testing, director of
33 special education, or principal in a public school, and/or experience as a president,
34 dean or department head in a postsecondary institution.
 - 35
 - 36 • Time as a registered nurse in a school, hospital, doctor's office or clinical setting,
37 occupational or physical therapist (or any other ancillary service provider) in a
38 school, hospital, doctor's office, or clinical setting may also be credited to the
39 employee's experience.
 - 40

41 Final placement on the appropriate step(s) will be made only after ALL required
42 documentation (transcripts, verification of past employment, military experience, TB test
43 results, New Mexico teaching license, and fingerprinting for a background check) is in
44 the employee's personnel file.

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4 If the Superintendent determines that an emergency exists in the hiring of a qualified
5 person, he/she may apply to the Public Education Department for a certificate of teaching
6 waiver. The person being considered for the emergency position must hold a
7 baccalaureate degree and lack only the requirements for licensure as a level one teacher.
8 As certificates of teaching waivers are one-year waivers, the teacher must provide
9 satisfactory evidence of continued progress toward meeting the requirements for
10 endorsement before a renewal is requested.

11
12 The Superintendent may also apply for a certificate of assignment waiver for a licensed
13 teacher who is assigned to teach outside his/her teaching endorsement area. A certificate
14 of assignment waiver may be renewed each school year if the teacher provides
15 satisfactory evidence of continued progress toward meeting the requirements for
16 endorsement.

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46 **References: NMSA 1978, 22-10A-14**

47 **Adopted: October 9, 2007**

Animas Public Schools

Amended:

Board of Education Policy Manual

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4
5 The Animas Board of Education affirms its commitment to adherence to proper and legal
6 conduct by all employees of the Animas Public Schools. As part of this commitment, the
7 Board requires that an employee who has reliable information that another employee is
8 engaging in illegal or improper conduct shall report such information to an appropriate
9 supervisor or administrator. The district shall hold the employee making the report safe
10 from any retaliation, unless the employee acted in bad faith or with malicious purpose.
11 Any employee who retaliates against an employee who makes a proper report of illegal or
12 improper conduct shall be subject to discipline.

13
14 It is the duty of appropriate administrative officials to investigate any report of illegal or
15 improper conduct by an employee. The employee making the report has no duty to
16 investigate, but shall cooperate with the investigating administrator(s). During the
17 investigation the originating report shall be held confidential, consistent with the
18 requirements of an effective investigation. Upon the conclusion of the investigation, a
19 determination shall be issued.

20
21 If the charge(s) of illegal or improper conduct is supported by the investigation,
22 appropriate disciplinary action shall be taken including, but not limited to, warning or
23 reprimand, suspension, termination or discharge, subject to any applicable procedural
24 requirements.

25
26 If the charge(s) is found to be without merit, the record retained by the district shall be on
27 file in the Superintendent’s office and not be part of the employee’s personnel file.

28
29 **Reporting to the Public Education Department** – The Superintendent shall report to
30 the Public Education Department any known conviction of a felony or misdemeanor
31 involving moral turpitude of a licensed school employee that results in any type of action
32 against the employee.

33
34 **Reporting in Good Faith** – A person who in good faith reports any known conviction of
35 a felony or misdemeanor involving moral turpitude of a licensed school employee shall
36 not be held liable for civil damages as a result of the report; however, the person being
37 accused shall have the right to sue for any damages sustained as a result of negligent or
38 intentional reporting of inaccurate information or the disclosure of any information to an
39 unauthorized person.

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46 See policies: 526, 230, 231, 291

New Mexico law (NMSA 22-5-4.4) requires that school employees who know or in good faith suspect any student of using or abusing alcohol or drugs shall report such use pursuant to procedures established by the Board of Education. So long as such report is made in good faith, the reporting school employee shall be immune from civil damages for his or her action. This policy is enacted to provide a procedure to be followed by all district employees in reporting known and/or suspected use of alcohol or drugs by students.

All employees have a mandatory, nondiscretionary duty to report known or suspected alcohol or drug use or abuse by any student of the district.

All reports made shall be on a uniform reporting form, available from the principals, and shall be given to the principal of the school in which the student is enrolled.

Reports shall be made within a reasonable time after the employee learns or suspects the use or abuse of drugs or alcohol by a student.

It is not the duty of the school employee making the report to conduct an investigation to determine whether the student identified has in fact used or abused drugs or alcohol. The duty to investigate shall be upon the principal to whom the report is made, provided, however, that the reporting employee shall cooperate with responsible school officials during the course of any investigation.

The failure of any school employee to report knowledge or suspicion of student alcohol or drug use in a timely manner may be cause for discipline of the employee.

Reference: NMSA 22-5-4.4
See policy: 322

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5 New Mexico law (NMSA 22-10A-33) requires that any district employee who observes
6 or has direct knowledge from a participant or victim of an act of violence upon any
7 employee of the Board engaged in the lawful discharge of duty or of vandalism to public
8 school property shall file an incident report describing the incident pursuant to
9 procedures established by the Public Education Department. A person who files such a
10 report shall not be discriminated against in any manner or discharged because he/she has
11 filed that report.
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45 **Reference: NMSA 22-1-7**
46 **See policy: 545**
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5 New Mexico law (22-5-4.2) requires that school employees who know or suspect that a
6 child is an abused or a neglected child shall immediately report the matter to:

- 7
8 A. The Children, Youth and Families Department, or
9
10 B. The probation services of the judicial district in which county the child resides, or
11
12 C. The criminal prosecution division of the Office of the District Attorney.
13

14 So long as such report is made in good faith, the reporting school employee shall be
15 immune from civil liability or criminal sanctions for his/her action. Any school
16 employee who permits a member of a law enforcement agency or an employee of the
17 Children, Youth and Families Department to interview the child with respect to that
18 report without the permission of his/her parent, guardian or custodian is presumed to be
19 acting in good faith and shall be immune from civil and criminal liability that might
20 otherwise be incurred, unless the employee acted in bad faith or with malicious purpose.
21

22
23 All employees have a mandatory, nondiscretionary duty to report known or suspected
24 abuse or neglect of a child.
25

26 It is not the duty of the school employee making the report to conduct an investigation to
27 determine whether the child identified has in fact been abused or neglected. The duty for
28 the state to investigate the report is set forth in Section 32-1-15 of New Mexico Statutes.
29

30 The failure of any school employee to report knowledge or suspicion of child abuse or
31 neglect will be cause for criminal prosecution and may be cause for discipline of the
32 employee.
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44 **Reference: New Mexico Statute 22-5-4.2**
45 **See policy: 632**
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4 Animas Public Schools employees are responsible for reporting immediately to their
5 supervisors all injuries sustained on the job regardless of their severity. This notice will
6 be documented with the Notice of Accident form.

7
8 The supervisor will determine if the injury requires first aid or emergency medical
9 treatment. For emergencies, the employee will be transported to, or will report to the
10 nearest medical facility.

1 **Sex Offender Registration and**
2 **Notification (Megan’s Law)**

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6 It is the policy of the Animas Public Schools Board of Education to support the purposes
7 of the Sex Offender Registration and Notification Act (New Mexico’s version of
8 “Megan’s Law”) by providing notification to parents and guardians of the district’s
9 students about the availability of public information concerning the presence of registered
10 sex offenders residing within the District of the Animas Public Schools.

11
12 Accordingly, the Superintendent will issue a notice to parents and guardians of the
13 district’s students at least once a year, preferably at the beginning of each school year.
14 The following information will be included in the notification:

- 15
16 A. Website of the New Mexico Department of Public Safety
17 (www.nmsexoffender.com)
- 18
19 B. Information urging parents and guardians to check the website for
20 offenders within the county, city, and school district
- 21
22 C. Location of publicly available computer terminals in the community
23 including public libraries and schools and
- 24
25 D. The accuracy of the information on such website may be confirmed by
26 calling the Department of Public Safety at (505) 827-9193

27
28 The Superintendent of Schools may also issue such administrative directives that, in his
29 or her judgment, may further promote the purposes of the Sex Offender Registration and
30 Notification Act.

1 **Employee Recommendations for Current**
2 **Or Former Employees of the District**

296-1

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5 **The Animas Public Schools Board of Education finds as follows:**

6
7 That under current New Mexico law, an employer and individual employees may be held
8 liable for having provided incomplete or misleading employment references or
9 recommendations in regard to the employer’s current or former employees under certain
10 circumstances. The individual employees of the Animas Schools who wish to provide
11 employment references or recommendations for current or former employees may not be
12 in possession of all pertinent information regarding a current or former employee to
13 provide a complete and fair employment reference or recommendation. That under
14 current law, individual employee of the district who provides a recommendation or
15 reference for a current or former employee of the district may be mistakenly perceived as
16 providing such reference or recommendation on behalf of the Animas School District.
17 Limitations and conditions are required to prevent employment references or
18 recommendations by individual employees from being attributed to the district when such
19 references or recommendations have not been authorized by the district.
20

21 **Rules Regarding Employment References and Recommendations**

22
23 In view of the foregoing, no employee of the district is authorized to issue a written or
24 oral employment reference or recommendation for a current or former employee of the
25 district except in compliance with the following:

- 26
27 A. No employee may issue or provide an employment reference or recommendation
28 in his or her capacity as an employee of the district for a current or former
29 employee orally – all such references or recommendations shall be in writing
30 only.
31
32 B. No employee may issue or provide an employment reference or recommendation
33 in his or her capacity as an employee of the district for a current or former
34 employee of the district without first providing a copy of the proposed reference
35 or recommendation to the Director of Personnel for approval and receiving the
36 Director of Personnel’s written authorization of the reference or recommendation
37 provided.
38
39 C. An employee who wishes to provide an employment reference or
40 recommendation in his or her *personal capacity only* for a current or former
41 employee of the district, without the authorization or endorsement of the district,
42 shall observe the following limitations and conditions:
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44
45
46

1 **Employment Recommendations for Current**
2 **Or Former Employees of the District (continued)**

296-2

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4
5 1. No employee providing such *personal* reference or
6 recommendation orally may do so during working hours, or while
7 on district premises, or through the use of a telephone or other
8 communications media owned by the district.
9
10 2. No employee providing such *personal* reference or
11 recommendation in writing may do so during working hours or
12 while on district premises, or using any district or school letterhead
13 or any communications media owned by the district, or by other
14 means that suggests district authorization or agreement.
15
16 3. An employee providing any such oral or written reference or
17 recommendation shall specify in providing the reference or
18 recommendation that he or she is speaking for himself or herself,
19 and not on behalf of the Animas Public Schools.
20
21

22 **Investigation and Record-keeping**

23
24 Upon receiving a copy of or a request for a proposed reference for a former employee,
25 the Superintendent or his/her designee shall make appropriate inquiries about the former
26 employee of building administrators at each building in which the former employee
27 worked while employed by the Animas Public School District, and shall compile a record
28 of all information regarding the former employee's competency, turpitude, and proper
29 performance of duties. In approving the issuance of a recommendation on behalf of the
30 District, the Superintendent or his/her designee shall ensure that the recommendation
31 fairly reflects all relevant and reliable information bearing upon the former employee's
32 competency, turpitude, and proper performance of duties.
33

34 The Superintendent or his/her designee shall keep and maintain copies of all proposed
35 references or recommendations submitted to the District, copies of the information
36 compiled, and the responses to each reference or recommendation.
37

38 Any violation of the provisions of this policy or any of its procedures by any employee
39 shall subject such employee to discipline, including termination or discharge.
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