

# **Employee Handbook**



## **THE DISTRICT of Bernalillo Public Schools 2024-2025**

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## **THE DISTRICT of Bernalillo Public Schools Non-Discrimination Statement**

The Bernalillo Public School district does not discriminate nor condone discrimination by students, employees, or third parties on the basis of ethnic identity, religion, race, color, national origin, sex, gender identity, sexual orientation, HIV status, mental or physical disability, marital status, or pregnancy in any program or activity of, or sponsored by, the school district and provides equal access to the Boy Scouts and other designated youth groups.

Bernalillo Public School district does not discriminate nor condone discrimination by students, employees, or third parties on the basis of COVID-19 vaccination status.

To file a complaint, go to: <https://www.bernalillo-schools.org/domain/4795>. The following contacts have been designated to handle inquiries regarding the nondiscrimination policies:

Equal Opportunity Services, Section 504 and Title IX

Dr. Eric W. James  
560 S. Camino Del Pueblo  
Bernalillo, NM 87004  
(505) 404-5717

## INTRODUCTION

This Employee Handbook has been developed by THE DISTRICT to provide employees and potential employees with essential information that promotes a positive work and learning environment. For further discussion regarding any of the contents in this Handbook you are highly encouraged to review THE DISTRICT's Personnel Policies and Procedures Manual (Index Series 200) and THE DISTRICT's Collective Bargaining Agreement (Posted on the HR Web Page). Further assistance and information is available from your immediate supervisor or the Director of Human Resources.

Nothing within these policies is intended to constitute the establishment of any employment contract property right for any employee beyond those employment property rights specifically set forth under Section 22 of the New Mexico Statutes Annotated (1978).

This Handbook is not intended to cover every situation, which may arise during an employee's employment with THE DISTRICT. Rather, the Handbook is intended as a general guide to the goals, policies, practices, benefits and expectations of THE DISTRICT.

## THE DISTRICT of Bernalillo Public Schools

THE DISTRICT of Bernalillo Public Schools serves over 2,800 students in the culturally rich Rio Grande Valley, from the communities Algodones, Bernalillo, Cochiti Lake, Cochiti Pueblo, El Llanito, Jemez Pueblo, La Bajada, Placitas, Peña Blanca, San Felipe Pueblo, Sandia Pueblo, Santa Ana Pueblo, Santo Domingo Pueblo, Sile, and Zia Pueblo

The Bernalillo Public School District consists of nine schools. They are:

|                          |  |                   |
|--------------------------|--|-------------------|
| Algodones Elementary     | Pre K - 3 <sup>rd</sup> grade            | Algodones, NM     |
| Bernalillo Elementary    | 4 <sup>th</sup> - 6 <sup>th</sup> grade  | Bernalillo, NM    |
| Spartan Learning Academy | 7 <sup>th</sup> - 8 <sup>th</sup> grade  | Bernalillo, NM    |
| Bernalillo High          | 9 <sup>th</sup> - 12 <sup>th</sup> grade | Bernalillo, NM    |
| Cochiti Elementary       | Pre K- 5 <sup>th</sup> grade             | Peña Blanca, NM   |
| Cochiti Middle           | 6 <sup>th</sup> – 8 <sup>th</sup> grade  | Peña Blanca, NM   |
| La Escuelita             | Pre K School                             | Bernalillo, NM    |
| Placitas Elementary      | K - 6 <sup>th</sup> grade                | Placitas, NM      |
| Santo Domingo Elementary | K - 5 <sup>th</sup> grade                | Santo Domingo, NM |
| Santo Domingo Middle     | 6 <sup>th</sup> – 8 <sup>th</sup> grade  | Santo Domingo, NM |
| W.D. Carroll Elementary  | K - 3 <sup>rd</sup> grade                | Bernalillo, NM    |

Students at THE DISTRICT of Bernalillo Public Schools possess a wide range of gifts and talents. They learn in a secure, challenging environment rich with history and diverse cultures. All students are encouraged to develop their skills and abilities, and to attain high levels of academic achievement.

# WORKING IN OUR DISTRICT

Over five hundred people work in the Bernalillo Public School District. Whether we work in the classroom or provide support services our efforts are essential to the success of our students. This section of the handbook outlines the various employment processes in our district to ensure that we have a common understanding of these important guidelines and policies.

## **Equal Employment Opportunity**

Bernalillo Public Schools is an equal opportunity employer. Accordingly, the school district makes diligent efforts to assure that all personnel actions, such as recruitment, job advertising employment, rates of pay or other forms of compensation, promotion, transfer, demotion, layoff, termination, discharge, selection for training, discipline, application or the terms and conditions of employment will be administered without regard to race, color, religion, age, sex, handicap, national origin, ancestry, pregnancy, physical disability, marital status, sexual orientation or political affiliation, except where age, sex, or type of handicap is a bona fide occupational qualification.

## **Qualifications for Licensed Employees**

All persons employed to administer, teach, supervise, counsel or provide instructional services in THE DISTRICT of Bernalillo Public Schools must hold a valid license or certificate or have submitted a complete application for licensure or certification within thirty (30) days from beginning employment duties. Licensure must be provided to HR within 60 days of employment. Failure to present such license within the prescribed time leads to forfeiture of all claims to compensation rendered thereafter.

All additional hours and degrees earned during the summer and all completed paperwork must be in the Office of Human Resources by October 1, to be considered retroactively for salary purposes for that school year. All submissions after October 1<sup>st</sup> will be effective starting the date of receipt.

## **Professional Support for New Teachers**

At Bernalillo Schools we are committed to making our district a great place to teach and to learn. To support our new teachers we offer the following services:

### **Mentor Program**

All new teachers are assigned a peer mentor to provide them with professional support. The mentor assists the new teacher in learning about school procedures, and about the essential instructional priorities of the District. The mentor serves as a “professional friend” who provides ongoing support during the first year of teaching.

### **New Hire Training**

The district arranges ongoing training of new hire teachers in areas deemed essential to their success. The Deputy Superintendent’s Office will advise new hire teachers of available training programs.

### **Job Descriptions**

The Human Resource office maintains a listing of all job descriptions. The purpose for the job descriptions are to

1. Assist employees to meet their duties and responsibilities,
2. Assist you and your supervisor in the employee evaluation process,
3. Encourage the cooperation and collaboration among and between employees needed for maximum efficiency and effectiveness in achieving the work of The District, and

4. Assist the District in meeting its responsibilities under the Americans with Disabilities Act. The job descriptions are not intended to include all responsibilities assigned to an employee. The District reserves the right to change job descriptions.

### **Reasonable Accommodation of Individuals with Disabilities**

THE DISTRICT makes reasonable accommodations to qualified employees with disabilities for the performance of essential job functions without undue hardship on the District in accordance with ADA. Accommodations are reviewed on a case-by-case basis. All employees must be able to perform essential job functions with or without accommodations.

### **Evaluation of Employees Philosophy of Staff Evaluation**

THE DISTRICT recognizes that its employees are the district's greatest assets. The goals of our evaluation process are to improve the quality of education for our students and to provide a foundation for District decisions related to the continued employment of employees.

THE DISTRICT provides 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 in the Human Resources office. No evaluation report will be placed in your file without review and discussion between you and your supervisor. If you disagree with the contents of the evaluation report, you may submit a written rebuttal to be attached to the report and kept on file. A rebuttal must be submitted within ten school days of the evaluation review.

### **The Hiring Process**

As provided by law, the employment, re employment, transfer, discharge and termination of employees is the responsibility of the Superintendent.

### **Hiring Committees and the Hiring Process**

Interview Committees are established at school sites and/or at specific departments to assist in the interviewing of personnel. Hiring committees may include one or more representatives from the following groups:

- Administrator
- Certified Employee
- Classified Employee
- Parent
- Student (optional for higher grades)

### **The Hiring process includes:**

1. Posting of job vacancies - Vacancy postings are distributed to all schools and departments on the BPS website.
2. The Screening of Applicants - The chairperson of the Interview Committee in consultation with the Director of Human Resources will select applicants to be interviewed based on those who best meet the selection criteria of the position.
3. The Interview - The interview committee will interview applicants selected from the screening process.
4. Recommendation - The chairperson of the interview committee will submit the committee's recommendation and the documents outlined in the employment recommendation checklist.

The responsibility and authority to accept or reject recommendations rests with the Superintendent.

# **EMPLOYMENT, DISCIPLINE, TERMINATION, AND DISCHARGE**

## **Applicant Background Investigations**

The District will conduct work and education background investigations on all applicants recommended for employment with the district.

## **Criminal Background Investigations**

- All applicants being recommended for employment are required to submit fingerprints so that an arrest record investigation can be conducted through State and federal law enforcement agencies.
- Applicants are required to disclose on their applications any misdemeanor or felony convictions.
- Offers of employment in the District are contingent upon the satisfactory completion of the investigation.
- Findings in the investigation do not automatically ban you from employment however; it may be the basis for refusing employment. Existing employees may also be required to undergo an investigation for a reasonable cause.

## **Annual Notice of Employment Status for licensed Employees**

- On or before the 15<sup>th</sup> day before the end of the school year of the existing employment contract, or earlier as may be provided by the State Board of Education Rules and Regulations, the superintendent shall serve written notice of reemployment or termination on each licensed school instructor (teacher, counselor, librarian, therapist, and coordinator, etc.) employed by the Bernalillo Public Schools.
- The notice of reemployment shall be an offer of employment for the ensuing school year.
- A notice of non-renewal shall be a notice of intention not to reemploy for the ensuing school year.
- Failure of the Superintendent to serve a written notice of reemployment or termination on a licensed school instructor shall be construed to mean that notice of reemployment has been served upon the person for the ensuing school year according to the terms of the existing employment contract.
- Each licensed school instructor shall deliver to the Superintendent a written notice of acceptance or rejection of reemployment for the ensuing school year within fifteen (15) days of the following:
  - The date written notice of reemployment is served upon the person; or,
  - The last day of the school year when no written notice of reemployment or termination is served upon the person on or before the last day of the current school year.

## **Progressive Discipline**

- Supervisors may use a number of methods to motivate, correct, and/or discipline employees, including but not limited to verbal warnings, administrative directives, letters of warning, letters of reprimand, suspension with or without pay, and recommendations for termination/discharge, as deemed appropriate in each individual circumstance.
- Progressive discipline may be used to correct employee behavioral or performance problems; however, there may be situations where the severity or seriousness of the offense justifies the



omission of one or more of the steps in this process. Likewise, there may be situations where a disciplinary step is repeated.

- Employees always have the opportunity to respond to disciplinary action in writing to the supervisor or department which notifies the employee of the action within five (5) days of notice of action.

### **Administrative Leave**

- In emergency situations or in situations where the integrity of an investigation may be compromised by the employee's presence, employees may be placed on paid or non paid administrative leave.
- Paid administrative leave is not disciplinary.
- Administrative leave is appropriate when needed to ensure the physical and emotional safety of students and co-workers and to maintain order in the workplace pending an investigation.
- The Superintendent or Designee must pre approve all Administrative Leave.

### **Termination of Employees (With Less than Three Years' Service (licensed and unlicensed))**

- The District may terminate an employee with fewer than three (3) years of consecutive service with THE DISTRICT for any reason it deems sufficient.
- Within five (5) days of notice of termination or non renewal, the employee may request the reasons for the decision.
- The reasons shall be provided within ten (10) working days of the request.
- The reasons shall not be publicly disclosed by THE DISTRICT.
- The reasons shall not provide a basis for contesting the decision under the State School Personnel Act.

### **Termination of Employees With Three(3) or More Years of Consecutive Service (licensed and non-licensed)**

- An employee who has been employed by the District for three (3) consecutive years and who receives a written notice of termination may be terminated only for a reason(s) that is rationally related to the employee's competence or turpitude or the proper performance of duty and that is not in violation of the employee's civil or constitutional rights.
- The employee may request an opportunity to make a statement to the Board of Education and may also request in writing the reasons for the termination action, as provided by law.
- The employee may be granted a hearing before the Board of Education, as provided by law, under the contention that the decision to terminate was made without just cause. If the employee is still aggrieved by the decision of the Board following the hearing, the law provides that an appeal may be made to an independent arbitrator for a *de novo* hearing. The arbitrator shall decide whether there was just cause for the decision to terminate.

### **Discharge of Licensed School Employees**

- A “discharge” is the act of severing the employment relationship of the District with a licensed school employee prior to the expiration of the employee’s current employment contract.
- THE DISTRICT may discharge a licensed school employee for reason that are rationally related to the employee’s competence or turpitude or the proper performance of duty and that is not in violation of the employee’s civil or constitutional rights provided the Superintendent serves a written notice of intent to recommend discharge on the licensed school employee and complies with all other due process requirements set forth in the State Personnel Code.

### **Short Term Employees**

- Nine-month employees hired after the first contract day are officially considered short-term employees.
- A short-term employee’s contract may or may not be renewed at the end of the contract year.
- If short-term employees are not renewed, the short-term employees are eligible to re-apply for any vacant district position.

### **Transfers**

Transfers from one school or work location to another may be **voluntary** (employee-initiated) or **involuntary** (employer initiated). The ultimate authority to reassign staff lies with the Superintendent.

#### **Voluntary Transfers (Employee Initiated):**

- Transfer requests can be made in response to or in anticipation of district vacancies.
- Employees requesting a transfer should submit a BPS ***Transfer Request Form*** to the Office of Human Resources no later than May 30 of each year.
- As indicated on the transfer form, voluntary transfers require the approval of both the employee’s current supervisor and receiving supervisor.
- Decisions to approve or deny a transfer request will be made in the best interests of the district.
- The employee will be advised on the status of their request as soon as possible.

#### **Involuntary Transfers (employer initiated) .**

- At the District’s discretion it may initiate a transfer or reassignment when it determines such action is necessary to meet its operational or educational needs.
- Transfers shall not be initiated arbitrarily, capriciously, or in retaliation against the employee for exercising the employee’ legal or contractual rights. (See BPS – NEA Bernalillo Collective Bargaining Agreement for details on transfer guidelines.)

### **Resignations**

- Licensed employees shall provide the Superintendent with at least thirty (30) days’ notice of the intent to resign.
- Non 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.

### **Exit Interviews and Procedures**

- All employees leaving the employment of Bernalillo Public Schools are required to check out through the Office of Human Resources.
- The employee will need to bring keys, and any portable technology equipment issued by the District, such as cell phones, laptops, and iPads.
- Employees leaving the District may meet with the Director of Human Resources for an exit interview, or they may complete the interview via a survey link located on the HR web page. The exit interview is a valuable opportunity to share insights for improvement.

### **Reduction-in-Force (RIF)**

- The Superintendent has the authority to discharge certified school personnel during the term of their contracts or to terminate certified school instructors and non-certified school employees when a reduction in such personnel is required as a result of decreased enrollment, a decrease in revenue, or a revision of educational programs.
- In addition, orders from courts or from the State Board as well as legislative mandates are conditions justifying a reduction in force.
- THE DISTRICT has a formal process by which a RIF would occur whether it is gradual or immediate.
- By the same token, THE DISTRICT also has a plan to recall released staff to fill positions affected by the RIF.
- A detailed description of our RIF policy can be found in the BPS Policy Manual. [BPS Policy 227]

### **Employee-Employer Relations NEA-Bernalillo**

THE DISTRICT will attempt to provide a positive work environment for its employees. THE DISTRICT recognizes the importance of creating a fundamental relationship of mutual respect among all employees, administration and the Board of Education.

To facilitate this, THE DISTRICT recognizes the need to solicit employee input and participation in the decision making process in THE DISTRICT.

THE DISTRICT recognizes the National Education Association (NEA)- Bernalillo as the formal employee representative.

THE DISTRICT protects through policy the right of NEA-Bernalillo in the following areas:

1. The authority to solicit membership from District employees.
2. The right to collect union dues through payroll deduction or employee payroll checks with the District.
3. Allow union representation at meetings requested by an employee with administration, or at any meeting whose purpose is potentially disciplinary in nature.
4. The right to represent employees in cases of employment which may result in a request for arbitration in accordance with New Mexico employment statutes.

# THE WORK SCHEDULE

## The Work Year

The regular work year for employees in each of the various employee groups is:

- Nine month employees..... 191 Days
- Ten month employees..... 200 Days
- Eleven month employees..... 210 Days
- Twelve month employees.....237 Days

Certified employees assigned additional work will be compensated at their daily rate. Non-certified staff will be paid at \$15.00 per hour, unless a different rate is outlined in a grant.

## Work Hours

- Certified Employees Work Hours
  - All employees will have normal starting and dismissal times established by their immediate supervisor, Monday through Friday.
  - The total normal workday will be outlined in the CBA, including at least a thirty-minute duty- free lunch period.
- Classified Work Hours
  - Classified work hours are indicated below. Such work hours will normally be scheduled within the indicated range, Monday through Friday, unless the specific operational needs of THE DISTRICT require a different recurring work schedule.

| Classification              | Daily Hours | Normal Work Hour “Range”<br>(exclusive of lunch) |
|-----------------------------|-------------|--|
| Instructional Support       | 7.00        | 7:30 AM - 5:00 PM                                |
| Office Personnel            | 8.00        | 7:30 AM - 5:00 PM                                |
| Maintenance                 | 8.00        | 7:30 AM - 5:00 PM                                |
| Custodial                   | 8.00        | 6:00 AM - 10:00 PM                               |
| Campus Security             | 8.00        | 6:00 AM - 10:00 PM                               |
| Warehouse/Purchasing        | 8.00        | 7:00 AM - 5:00 PM                                |
| Mechanic                    | 8.00        | 7:00 AM - 5:00 PM                                |
| Transportation              | 8.00        | Varies   |
| Food Services - Head Cook   | 8.00        | 6:30 AM - 3:00 PM                                |
| Food Services - Cook        | 8.00        | 6:30 AM - 3:00 PM                                |
| Food Services - Cook Helper | 4.00        | 6:30 AM - 3:00 PM                                |

## EMPLOYEE GRIEVANCES AND CONCERNS

When an employee has a dispute or concern with a supervisor or other administrator, every effort should be made to resolve the matter with the other party informally.

Disputes and other concerns are either addressed as a *grievance* or as a *complaint*. The difference between these two processes is explained below.

A “*grievance*” is a dispute pertaining to a claim by an employee which alleges that a provision of the Collective Bargaining Agreement has been violated.

Grievance procedures are explained in the *Collective Bargaining Agreement*. Grievances should be resolved at the lowest possible administrative level. All parties in a grievance process must adhere to guidelines provided in the Collective Bargaining Agreement.

## OTHER COMPLAINTS OR CONCERNS

### Non-Grievable Management Rights

The following are considered management rights and are not subject to grievances:

- To direct and supervise all operations, functions, and the work of the employees.
- To hire, lay off, promote, demote, assign, reassign, transfer, discipline, discharge, or terminate employees.
- To determine what and by whom education will be provided to the students.
- To determine staffing requirements, create and abolish positions, or to eliminate or reorganize work units.
- To determine the need for and the qualifications of new employees, and to determine the qualifications for and qualifications of employees considered for transfer and promotion.
- To take actions as necessary to carry out the mission of the employer in emergencies; and
- The District retains all rights not specifically limited by a collective bargaining agreement.

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

## RECORDS INFORMATION

### Personnel Records

The Human Resources Department under the supervision of the Director is responsible for maintaining all personnel records. These records may include but are not limited to official transcripts, birth certificates, licensure documents, experience records evaluation reports, police reports, and the results of fingerprint background checks.

These records are to be kept confidential and access to these records is only available to:

1. The employee,
2. The Superintendent or the Superintendent's staff on a need-to-know basis,
3. The Board of Education during executive personnel sessions, and
4. Representatives of regulatory or accrediting agencies.

### **Release of Personnel Information**

- It shall be the policy of the Board and administration of the Bernalillo Public Schools to protect the privacy of current, former and prospective employees to the extent permitted by law.
- Accordingly, all personnel information retained by the district shall be considered confidential unless the Inspection of Public Records Act requires otherwise.
- Confidential personnel information will not be released without the affected person's written consent unless an administrator who is responsible for maintaining the relevant records determines that exceptional circumstances justify such action.
- Other personnel information will be made available pursuant to the Inspection of Public Records Act, as interpreted by the New Mexico courts.

## **PAYROLL INFORMATION**

### **Pay Periods**

- Employees will be paid in equal semi-monthly installments.
- Certified instructors and other classified staff will receive their summer paychecks as follows:
  - Three (3) checks on the last day of school and
  - Two (2) checks no later than June 25.
- If you leave employment prior to the end of a school year you will be paid the total amount of your total salary, which is proportionate to the amount of the year that you worked.

### **Overtime Compensation**

- Overtime will be paid to employees who are eligible for overtime compensation under the Fair Labor Standards Act by increased salary at the rate of one and one-half times the regular compensation rate.
- Overtime is defined as work in addition to the normal forty hours per week.
- All overtime work must have prior written approval of the Superintendent or his/her designee.
- The hours worked by an employee who, at his or her option, engages in part-time occasional or sporadic employment for the District in a different capacity other than his or her primary employment is not entitled to overtime compensation.
- Overtime compensation does not apply to executive, administrative, professional or licensed teacher employees or volunteers.

## **CREATING A POSITIVE WORK ENVIRONMENT**

A positive work environment creates a positive learning environment. The District expects all employees to follow proper conduct and professionalism in their daily activities.

## **Educators Code of Ethics**

THE DISTRICT places a high value on professional conduct at all employee levels. Professionalism and integrity are vital foundation principles in delivering top quality educational services. You are expected to follow the Code of Ethics on a daily basis and to use it as a guide when making decisions, or judgments. Following is the District's Code of Ethics that teachers should practice daily. In fulfilling his/her obligations to the student, the educator:

1. Shall not, without just cause, restrain the student from independent action in the pursuit of learning; deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he/she bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that the student is not exposed to unnecessary embarrassment or disparagement.
5. Shall teach the assigned curriculum.
6. Shall not on the grounds of race, color, creed, religion, or national origin exclude any students from participation in or deny the benefits under any program, nor grant any discriminatory consideration or advantage.
7. Shall not use professional relationships with students for private advantage.
8. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
9. Shall not misrepresent the institution or organization with which he/she is affiliated, and shall take adequate precautions to distinguish between personal and institutional or organizational views.
10. Shall not distort or misrepresent the facts concerning educational matters in direct and indirect public expression.
11. Shall not use institutional privileges for private gain or to promote political candidates or partisan activities.
12. Shall not accept gratuities, gifts or favors that might impair or appear to impair professional judgment, nor offer any favor, service or thing of value to obtain special advantage.
13. Shall conduct professional business through the appropriate chain of command.

## **Criticism of Co-Workers, Supervisors and Subordinates**

As stipulated in the Collective Agreement (17.C), any criticism of an employee by a supervisor, or any criticism of a supervisor by an employee will be made in confidence and not in the presence of students, parents, co-workers, or members of the public.

## **Dress Code**

The Bernalillo School Board of Education believes its employees to be representatives and excellent role models to its academic institution and to the community. The dress code is enforced during contractual time and at all school related events. Accordingly, the Board expects all District employees to act as role models, exemplifying the highest standards of professional appearance, to teach professional values and proper grooming and hygiene. Business Casual is an example of dress code expectations. Staff members are role models to student expectations.

Suitable district attire is expected to be neat, clean and compatible with THE DISTRICT'S educational and academic philosophy. Therefore, the following attire is unacceptable:

- Crop tops, tube tops, caps, shorts, blue jeans, short skirts or dresses, sweats, torn or rumpled clothing, and revealing or body conforming clothing.
- No leggings/yoga pants unless a tunic is worn with length being to mid-thigh or longer.
- Obscene language or symbols, or symbols of sex, drugs, or alcohol on clothing are prohibited.
- Employees are prohibited from displaying gang related attire, accessories, and/or tattoos.
- Modifications can be made for personnel in non-instructional roles.

Fridays are casual/spirit days and blue jeans and a school spirit tee shirt are allowed. If an employee chooses to not wear a spirit tee shirt, he/she will be expected to dress in professional attire.

Dress and grooming should not present a hazard to the health or safety of the students or to others in the school. It should not materially interfere with school work, create disorder, or disrupt the educational environment.

Colored jeans are acceptable.

## **DRUG-FREE CAMPUSES**

- All properties of THE DISTRICT are drug free, zero tolerance zones.
- The use of alcohol, tobacco, or drugs by employees or students on any of the campuses will not be tolerated.
- The abuse of these substances could affect your performance, conduct, reliability, and endanger the safety of students and co workers.

### **Disciplinary Actions**

- Any violation of these prohibited practices by an employee may result in disciplinary action up to and including dismissal, reprimand, suspension with or without pay, termination or discharge from employment and referral for investigation and/or prosecution by law enforcement agencies.
- A disciplinary action may also include the satisfactory completion of a rehabilitation program at the individual's expense.

### **Self-Reporting of Substance Abuse Problems**

When an employee acknowledges having an alcohol and/or drug abuse problem and willingly undergoes treatment, his/her job rights and job security will not be jeopardized.

### **Drug Testing**

- District bus drivers are required by the United States Department of Transportation to undergo drug testing regularly as a basis of employment. Guidelines and regulations governing testing and the testing processes are maintained at the Transportation Department and the Human Resources office.
- THE DISTRICT may also administer random alcohol and/or controlled substance testing for those employees holding safety sensitive positions or when THE DISTRICT has cause as defined in the Collective Bargaining Agreement to believe that an employee is under the influence of alcohol or a controlled substance.



- Testing positive for use or being under the influence of cannabis may result in discipline up to and including discharge or termination, even if use of cannabis is prescribed by a physician or authorized by New Mexico law.

### **Use of Tobacco Products**

The use of tobacco products by employees and any other persons is forbidden in school buildings, on school property, in any district-owned vehicle or in any vehicle used to transport students.

## **DISTRICT TECHNOLOGY**

Computer technology provides many educational benefits. Unfortunately, it can also introduce serious problems into the workplace if used inappropriately.

Appendix A outlines district expectations to ensure appropriate educational and work-related use.

## **SEXUAL HARASSMENT**

The District expects that all employees and students enjoy a positive and productive learning and working environment. The District will not tolerate any form of sexual harassment by anyone employed by THE DISTRICT

### **Sexual Harassment Defined**

Sexual harassment is defined as unwelcome sexual advances or requests for sexual favors, and other unwelcome conduct of a sexual nature. Prohibited sexual harassment occurs if:

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

Appendix C outlines Sexual Harassment policies and expectations.

### **Gender Equity: Title IX**

The Board of Education of THE DISTRICT of Bernalillo Public Schools finds that Bernalillo Public Schools must provide equivalence of benefits for all its boys and girls athletics, academics, and training programs as required by Title IX of the Education Amendments of 1972 which prohibits discrimination on the basis of gender by educational that receive federal funds.

- Bernalillo Public Schools is committed to the philosophy of equal employment, educational programs, activities and services.
- All students shall have the opportunity to participate in and receive benefits from all programs or activities including, but not limited to course offerings, graduation requirements, athletics, counseling, employment assistance, extra-curricular and other school related activities.
- Discrimination in education or employment because of race, color, national origin, ancestry, religion, creed, sex, age, physical or mental handicap, marital or parental status, pregnancy, sexual orientation or veteran status is prohibited.

## **Title IX – Grievance Procedure**

Any student or employee of the Bernalillo Public Schools who believes he or she has been discriminated against, denied a benefit, or excluded from participation in any district education program or activity on the bases of his or her gender or on the bases of his or her disability may file a verbal or written complaint with the Title IX coordinator.

### **Steps for Filing a Title IX Grievance**

1. Pick up a Title IX Grievance form from the Title IX Coordinator, Director of Athletics, or school Principal or simply prepare a written complaint/grievance.
2. You may call, return or mail completed form, or written grievance with documentation attached to:

Title IX Coordinator Bernalillo Public Schools  
560 S. Camino del Pueblo, Bernalillo, NM 87004  
(505) 867-2317

You can obtain a copy of the Title IX Grievance procedure from the Principal's office of every school, on the district website, or from the Title IX Coordinator.

## **EMPLOYEE MISCONDUCT**

### **Sexual Misconduct with Students**

Sexual misconduct by school employees involving students strikes at the heart of the educational process. In addition to the potential damage to the immediate victims, sexual misconduct damages or destroys relationships in the school community between teachers and students, parents and schools, and others. Sexual misconduct is defined as any sexual or romantic contact between any employee and any student of the District.

Sexual misconduct can result in criminal prosecution by law enforcement authorities. In addition, however, THE DISTRICT has an independent process for receiving and investigating charges of misconduct by employees and for taking the appropriate action against those involved in such misconduct.

All employees, as part of their regular duties, should be watchful of the welfare of students, particularly with respect to circumstances that suggest victimization of students by school employees. All reports of possible sexual misconduct against students by school employees will be promptly and fully investigated by the administration.

### **Duty to Report Information**

- All employees of the district, including counselors, shall report to their building principal any information from any source concerning a threat or potential threat to the welfare of a student, including any information concerning sexual misconduct..
- In the event the employee implicated by the information is the building principal, then such a report shall be made to the Superintendent.
- If the Superintendent is implicated, the report shall be made to a member of the school board.

### **Employee Assault**

THE DISTRICT acknowledges the need for you to perform your duties in a safe, secure and non

threatening atmosphere. Assault of you or another person on school property is possible.

Assault is:

1. An attempt to commit a battery upon the person of a school employee while he is in the lawful discharge of his duties; or
2. Any unlawful act, threat or menacing conduct which causes a school employee while he is in the lawful discharge of his duties to reasonably believe that he is in danger of receiving an immediate battery.

You are not expected to tolerate, while on duty, physical or verbal assault by any person. You are permitted to use reasonable force to repel a physical assault if necessary.

### **Violent and Aggressive Conduct**

- Violence or aggression will not be tolerated in the District. This is inconsistent with THE DISTRICT's mission of instilling respect, self-control, and personal discipline on students.
- Employees must strictly avoid the threat of violence, other forms of physical harassment or intimidation.
- If you are involved in or witness violent and aggressive conduct by school employees, you should report such acts to the immediate supervisor who will then take action as required.

### **Reporting Illegal or Improper Conduct**

A Professional Responsibility The Bernalillo Board of Education affirms its commitment to adherence to proper and legal conduct by all employees of THE DISTRICT. As part of this commitment, the Board requires, if you have reliable information that another employee is engaged in illegal or improper conduct that you report this to an appropriate supervisor or administrator.

### **Protection from Retaliation**

- THE DISTRICT will hold you safe from retaliation, unless you acted in bad faith or with malicious purpose.
- Any employee who retaliates against an employee who makes a proper report of illegal or improper conduct will be subject to discipline.
- If the conduct would compromise the safety of others in the workplace, you must report this violation to your immediate supervisor who will take immediate and confidential action to ensure that other employees are safe and secure from potential harm.
- If the employee who is violating this policy is your immediate supervisor, you must go to the next level supervisor in confidence and report the illegal or improper conduct.

### **Acts of Violence or Vandalism**

If you are involved in, witness or are a victim of acts of violence and/or vandalism you must report this act to your immediate supervisor who will then take action.

### **Student Abuse of Alcohol or Drugs**

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

- New Mexico law (NMSA 22-5-4.4) requires that if you know or in good faith suspect any student of using or abusing alcohol or drugs you must report this to a supervisor or an administrator. As long as your report is made in good faith, you will be immune from civil damages for your action.
- It is not your duty to conduct an investigation to determine whether the student identified has in fact used or abused drugs or alcohol. The duty to investigate is upon the principal, provided that you cooperate with responsible school officials during the course of any investigation.

### **Child Abuse and Neglect**

All employees have a mandatory, non discretionary duty to report known or suspected abuse or neglect of a child. It is not your duty to conduct an investigation to determine whether the child identified has in fact been abused or neglected. The state is responsible for investigations however; employees must take the following steps:

1. Notify the New Mexico Department of Children, Youth and Families immediately at 1(800) 797-3260 or 841-6100.
2. After or during such notification you may, but are not required to, notify your supervisor with the information.

## **IMPORTANT INFORMATION**

### **Employee Injuries**

- You are responsible for reporting immediately to your supervisors all injuries sustained on the job regardless of their severity. This notice will be documented with the Notice of Accident form available at your job site.
- Accident reports are to be submitted to the Office of Human Resources within 3 days of the injury.
- Bernalillo Public Schools DOES NOT DIRECT the initial medical care for work-related injuries.
- Employees are allowed to seek medical care following the work-related incident with a health care provider of their choice.
- The injured employee should confirm with the health care provider of their initial selection that they accept New Mexico Workers' Compensation benefits.
- Employees should not use their personal health insurance for a work related injury. Workers' Compensation does not charge a deductible payment from the employee.
- BPS retains the right to change the health care provider after the 60-day period has elapsed from the date of the initial treatment.
- The injured employee is to provide BPS with the name and contact information of the health care provider.
- The injured employee is not allowed to return to work without authorization from the health care provider.
- The District makes reasonable accommodations for the performance of essential job functions without undue hardship on THE DISTRICT in accordance with ADA.
- Accommodations are reviewed on a case-by-case basis. All employees must be able to perform essential job functions with or without accommodations.

### **Purchasing Supplies, Materials and Services**

- All district purchases must be submitted as a requisition, pending approval as a purchase order by the Superintendent.
- The employee should check with his/her supervisor regarding specific school or departmental procedures.
- In all cases, the preparation and execution of a duly authorized purchase order must precede the placement of any order for goods, services, or construction.
- Emergency purchases require authorization of the Superintendent.

### **Avoiding Conflict of Interest**

Every employee should refrain from activities, employment, and business transactions which constitute a

conflict of interest or any behavior or actions that would present the appearance of a conflict of interest.

### **Supervising Relatives**

- No employee of the Bernalillo Public Schools shall be assigned a position or job classification in which the immediate supervisor is the spouse, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, step father, or step-mother of the assigned employee.
- Doing Business with THE DISTRICT.
- THE DISTRICT makes every attempt to follow the State of New Mexico procurement code and Public School code that prohibits a school employee or member of an employee's immediate family from selling or becoming a part of a business transaction to the school.

### **Soliciting and Selling by Employees**

Employees are prohibited from using the school premises during school hours to solicit from or sell to children or other employees, conducting personal business transactions, campaigning for political campaigns or candidates or for personal profit or gain. All fund raising must be pre-approved using recognized district processes and requests for approval.

### **Gifts and Gratuities**

To maintain the integrity of THE DISTRICT, employees are not allowed to solicit or accept personal gratuities, favors or anything of monetary value from contractors as merchants with whom the Bernalillo Public Schools is doing business or who are attempting to sell goods or services to the schools. This policy does not preclude acceptance of food or drinks of a social nature or participation in a social event.

### **Political Activities**

- Employees seeking political office, as well as other candidates, are prohibited from conducting campaign activities during regular working hours on school premises.
- Candidates and employees are prohibited from using school machines or materials to produce campaign literature.
- If you are seeking to promote yourself or another candidate for election you must observe the following rules:
  - Candidates or their supporters may not place campaign materials in schools.
  - Candidates, if invited by the faculty, will be permitted to address the group after school hours.
  - Attendance of 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.
  - Students are not to be asked to take campaign literature home for individual candidates.
  - School phones will be left free for school business.
- Sale of tickets for campaign fundraisers will not be permitted on school premises.
- No school-sponsored group may provide entertainment as a school-connected entity or appear at any political campaign function for any office.

### **Tutoring of Students**

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

- With the exclusion of school personnel receiving additional pay for a district sponsored tutoring program, school personnel are not permitted to receive pay for tutoring or advising any students.
- Employees are not to enter into a paid tutoring arrangement with their own students

### **Academic Freedom**

Teachers can have tremendous influence on the political and social beliefs of children and youth. Although we encourage freedom of expression and creativity and would like to instill these behaviors on students, teachers must serve as impartial moderators and shall not impose their own personal, political, or social beliefs on students. Teachers are encouraged to foster the study of issues rather than teach particular viewpoints with regard to them. Teachers should also create a dispassionate atmosphere free from bias.

### **Communicable Disease and Health**

It is in our best interest to provide an environment free of disease without violating the rights of the students or employees with communicable disease or carriers of communicable diseases. As an applicant with a communicable disease or a carrier of a disease, you are obligated to disclose this information before being employed. If you are an employee, you must disclose this information as soon as you are aware of the condition. No individual will be denied employment in the District, nor will any employee be suspended, terminated, segregated, discharged or have his or her assignment changed as a result of the individual being a carrier or having a communicable disease, unless proper procedures have not been followed.

In determining the employment situation for any employee who has been or is a carrier of any communicable disease, the following factors will be evaluated:

- The nature of communicable disease.
- The expected type of interaction the employee will have with students and other employees.
- The risk of transmission of the disease from the infected employee to students and other employees.
- The physical condition of the employee.
- The hygienic practices of the employee.
- Any other pertinent factor reasonably related to the decision.

The following is a list of communicable diseases, but the list is not intended to be a complete list of possible communicable diseases.

1. Measles
2. Acquired Immune Deficiency Syndrome (HTLV-III)
3. Hepatitis B Virus
4. Chicken Pox
5. Whooping Cough
6. Diphtheria
7. Typhoid Fever
8. Rubella
9. Salmonella
10. Herpes Simplex

THE DISTRICT will not require mandatory testing or screening for communicable disease as a condition of your employment, either initially or annually. However, if school authorities have reasonable cause to believe that you have or are a carrier of a communicable disease, you may be required to submit to an appropriate examination at the expense of THE DISTRICT.

## **EMPLOYEE BENEFITS AND PRIVILEGES**

### **Employee Benefits Plan**

THE DISTRICT provides eligible employees with group medical, dental, and vision insurance through the New Mexico Public Schools Insurance Authority (NMPSIA). If you elect to participate in the approved insurance plan, THE DISTRICT will contribute a percentage of the premium required by state law. THE DISTRICT also provides employees access to long-term and short-term disability, employee assistance programs, and life insurance benefits available through NMPSIA.

If you enroll in these insurance programs you will have your premiums deducted through payroll and you will be provided a copy of the plan information as provided by NMPSIA. THE DISTRICT shall continue to offer employees open enrollment periods as often as allowed by NMPSIA. Employees will be provided reasonable notice prior to any open enrollment periods.

If an employee experiences any change in employment or marital status creates a need for the employee to enroll or change enrollment in any of the approved plans, the employee may do so only if permitted by applicable law, NMPSIA regulations, or provisions of the contract between NMPSIA and the respective insurance carrier. THE DISTRICT also provides professional liability and Workers Compensation coverage for employees in accordance with state law and NMPSIA regulations.

**Detailed information about the specific benefits and costs can be obtained by contacting THE DISTRICT Payroll Office at 867-2317.**

### **Leave from Duty**

- THE DISTRICT provides authorized types of leave from duty for a variety of reasons.
- All leave, except in emergency, whether with, or without pay, requires advance approval from your supervisor.
- Language in the CBA prevails.
- Unless approved by the Supervisor, employees are expected to be present at work for the duration of their assigned shift. No call, no shows are subject to discipline.

### **Annual Leave for 12 Month Employees**

- First year 12-month contract employees are eligible for ten (10) days of annual leave.
- After the second year, 12-month contract employees are eligible for fifteen days of annual leave.
- All leave is cumulative.
- New 12-month employees will accumulate leave at the rate of .833 days per month.
- Employees who are in their second year of employment will accumulate leave at the rate of 1.25 days per month.

### **Bereavement Leave**

- An employee who suffers a death in the employee's immediate family shall be granted up to three (3) paid leave days.
  - For the purposes of this provision, "immediate family" shall be defined as the employee's spouse, child, grandchild, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law and sister-in-law.
- The superintendent may grant up to two (2) additional bereavement days upon request of the employee.
- Bereavement days shall not be deducted from sick leave and shall not be cumulative.
- Employees are permitted to utilize one (1) day of sick leave (emergency leave) to attend the funeral of a personal friend.

### **Funeral Leave**

In the event of the death of an employee or student in the district, the Superintendent will grant to an appropriate number of certified employees, pending the availability of substitute teachers, sufficient time with pay to attend the funeral.

### **Sick Leave**

You are eligible to receive sick leave with pay for a specified maximum number of days depending on your employment status. The following schedule describes the number of days per year allowed.

Nine (9) and Ten (10) month employees shall be credited with sick leave in the following manner:

|              |                                |
|--------------|--------------------------------|
| August 25    | Two (2) sick days accrued      |
| September 10 | Four (4) cumulative sick days  |
| September 25 | Six (6) cumulative sick days   |
| October 10   | Eight (8) cumulative sick days |

Employees other than nine (9) and ten (10) month employees shall be credited with sick leave in the following manner:

|  |
|--|
| 0.50 of a day per pay period for twenty-four (24) checks for eleven (11) month employees |
| 0.50 of a day per pay period for twenty-four (24) checks for twelve (12) month employees |

### **Sick Leave Bank**

- The District and NEA –Bernalillo have established a Sick Leave Bank to assist eligible employees who are experiencing unusual or catastrophic illness or injury.
- Employees who have completed a minimum of one contract may enroll in the sick leave bank by contributing one day of accrued sick leave to the bank.
- Requests for assistance from the Sick Leave Bank should be submitted to the Office of Human Resources. The Sick Leave Bank Committee reviews all requests.
- Sick bank days are only provided for serious or catastrophic illnesses. A bank member is entitled to a maximum amount of twenty sick days from the bank after the employee has exhausted all accumulated sick leave.
- The bank does not provide assistance for absence caused by chronic illness.
- Employees must enroll annually to be an eligible member.
- The Bank has proven to be a valuable resource for many employees and you are highly encouraged to participate as a member.

### **Sick Leave Incentives**

- The District has implemented a sick leave program to improve employee attendance for the purpose of ensuring continuity in the educational program, and improving morale.
- The program will compensate employees taking three days or less from sick, personal, or emergency leave in a given contract year.
- A one-time payment in the sum of \$50.00 as determined by the Board of Education will be distributed on orientation day of the following school year.



### **Sabbatical Leave**

If you are interested in pursuing further professional and educational development, the District allows sabbatical leave for up to one year without pay.

- To be eligible you must be employed by the district for five continuous years as a certified employee.
- Your request must be submitted to the Superintendent for approval and it must state how your leave will benefit the District and further your career goals within the District.
- If approved, your position in the District will be protected and reserved until your return; however, you must certify that you will remain in the District for two years after completion.

### **Professional Leave**

Professional leave without pay deduction may be granted to you for professional visitation and attendance at job-related meetings, conferences and training sessions or other activities, which in the superintendent's judgment would be beneficial to the work of the employee or to the District as a whole.

### **Holiday Leave**

The observance of holidays in the District can change from one year to the next due to employee input from any preceding year. Holidays to be observed in a school year will be indicated on the school calendar. You will be given a copy of the calendar at the end of the previous school year or the beginning of the next school year.

### **Personal Leave**

- At the beginning of each school term you will be credited with four (4) days of personal leave with pay to be used for your personal business that cannot be scheduled during non-working hours.
- A personal leave day may be used for any purpose at your discretion.
- If you are planning to use a personal leave day you must submit a request for leave to your supervisor at least forty- eight hours in advance, except in case of an emergency.
- You will not be required to give reasons for your leave, except that the leave is for "Personal Reasons".
- Personal leave cannot be taken the day before or after a holiday or during the first or last week of school unless your supervisor is notified five days in advance and the supervisor and Director of Human Resources has approved the leave.

### **Family Medical Leave**

- The District allows you under the Family and Medical Leave Act of 1993 up to twelve weeks of unpaid leave per year.
- To be eligible you must have worked for the District for a total of twelve months or have worked 1250 hours during the 12 months prior to the start of the leave.
- Pursuant to the Family and Medical Leave Act, employees are permitted up to twelve (12) work weeks of unpaid leave per year during any 12-month period.
- Family and Medical Leave can be requested for the following reasons:
  - childbirth and infant care;
  - placement of a child with the employee for adoption or placement of a child with the employee by a state agency for foster care (entitlement to leave for birth or placement of a child expires 12 months after the birth or placement of the child);
  - care of the employee's spouse, son or daughter or parent with a serious health condition; and
  - the inability of the employee to perform his or her job duties due to his or her own serious health condition, or the necessary absence from work of an employee to receive medically necessary treatment.

When possible, a request for leave should be submitted at least thirty days prior to your intended leave.

### **Military Leave**

If you are a member of an organized unit of the National Guard or a reserve unit of any of the military branches, you are allowed up to fifteen days annually with pay to serve on active duty. You should notify your supervisor or administrator as soon as you find out about any military duty assignments.

### **Voting Time Leave**

On election days, you are authorized two hours leave to vote. If your workday begins after 10:00 a.m. or your workday ends no later than 4:00 p.m. you are not eligible for voting time.

### **Court Ordered Leave**

You are allowed, with pay, to appear in court as a witness, to serve on jury, or to respond to an official order from a government jurisdiction so long as the appearance is not regarding your misconduct as a District employee or for personal affairs. You shall notify your immediate supervisor as soon as possible.

Any payment for court appearance must be turned over to the District or can be used to offset your daily pay from the District.

### **Maternity Leave**

- Requests for maternity leave should be submitted to the Director of Human Resources.
- A female employee is allowed to remain on duty as long as she is fully able to perform all her assigned duties. The employee must present a written statement from a licensed physician to her supervisor at the end of the six- month pregnancy, which says that she is able to perform her duties.
- Disabilities caused by pregnancy, childbirth, and recovery will be treated as sick leave.
- When the employee notifies the Superintendent of her desire to return to active employment, she shall present a certificate from a duly licensed physician, which states that she is physically able to resume her full time normal duties.
- The employee will be assigned to the same position which she held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position.

### **Child Rearing Leave**

- An employee who has been employed by the District for three or more continuous years is eligible for child rearing leave without pay for the birth, or the adoption, or the assumption of guardianship of a child under one year of age.
- The employee must notify the Superintendent at least thirty days prior to the date the leave is expected to begin, with the expected length of leave.
- This leave may be given for a period of up to one year.

### **Submission of Leave Requests**

- All leave requests must be submitted electronically via the Visions portal within 24 hours or the time outlined above.
- Failure to submit leave requests may lead to discipline and may be reported as payroll fraud.
- For serious medical conditions, the supervisor will be responsible to ensure that leave is entered, once notified by the employee.

## SNOW DAYS, CLOSURES & DELAYS

### Communication

- The best resource for information on school delays and closings is the BPS website at [www.bernalillo.schools.org](http://www.bernalillo.schools.org).
- Thrillshare is the platform THE DISTRICT uses to notify employees, parents/legal guardians of important information via text message, voice message, and/or email.
- Reporting times for BPS employees during severe weather conditions varies depending on contract and work site.
- The following information outlines reporting times for employees on days when schools are delayed, released early, or closed:

|  |  |
|--|--|
| School & Administration Office Closings      | <p>If schools AND administrative offices are closed:</p> <ul style="list-style-type: none"><li>• <b>Non-timeclock employees</b> shall submit annual or personal leave or arrange compensatory hours with their immediate supervisor.</li><li>• <b>Timeclock employees</b> will not be paid, but may utilize employee leave.</li></ul>  |
| School Closings (Administration Office Open) | <p>If a school is closed or has a two (2) hour delay for students, but administrative offices remain open:</p> <ul style="list-style-type: none"><li>• School site administrators are expected to report for duty at their schools as close to their regular schedule as safely possible.</li><li>• School staff are expected to report for duty at their schools as close to their regular schedule as safely possible, unless otherwise notified by the district office or supervisor.</li><li>• All district administration and support personnel are expected to report for duty as close to their regular schedule as safely possible. This allows a maximum delay of two hours. Arriving late to work is only acceptable when severe weather causes hazardous driving conditions, not due to mechanical issues caused by cold weather.</li><li>• If an employee does not report to work, she/he will be required to take annual or personal leave or arrange compensatory hours with their immediate supervisor.</li></ul> |

# **APPENDIX A - Technology Use Policy**

## **Definitions**

- “User” shall mean all persons who are granted access to the Bernalillo School District’s computer resources.
- “Computer Resources” shall mean all computer hardware, software, communications devices, facilities, equipment, networks, passwords, licensing and attendant policies, manuals and guides.

## **NO EXPECTATION OF PRIVACY**

- The computers and computer accounts given to Users are to assist them in performance of their jobs.
- Users do not have an expectation of privacy in anything they create, store, send, or receive on the computer system.
- The computer system belongs to the Bernalillo Public School District and may be used only for business or educational purposes.

## **Waiver of Privacy Rights**

- Users expressly waive any right of privacy in anything they create, store, send, or receive on the computer or through the Internet or any other computer network.
- Users consent to allowing personnel of the Bernalillo School District to access and review all materials.
- Users create, store, send, or receive on the computer or through the Internet or any other computer network.
- Users understand that the Bernalillo School District may use human or automated means to monitor use of its computer resources.

## **Prohibited Activities**

### **Inappropriate or unlawful material(s).**

- Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, threatening or potentially violent, defamatory, racially offensive, inappropriate proselytizing, or otherwise unlawful, or in violation of the Bernalillo Public Schools Board of Education’s policy may not be sent by email or any other form(s) of electronic communications (i.e. bulletin board systems, newsgroups, chat groups, list-servers) or be displayed on or stored in the District’s computers.
- Users encountering or receiving this kind of material should immediately report the incident to their principal(s) or supervisor(s).

### **Prohibited uses.**

Without prior written permission from the Superintendent or his/her designee, computer resources may not be used for dissemination or storage of commercial or personal advertisements, promotions, destructive programs (including but not limited to self-replicating codes or viruses), political or religious materials, or any use which is unauthorized or in violation of the Bernalillo Public Schools Board of Education’s policy.

### **Waste of computer resources.**

- Users may not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others.
- These acts include, but are not limited to, sending or forwarding mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, sending or forwarding jokes, engaging in online chat groups, printing multiple copies of documents, or otherwise creating unnecessary network traffic.

### **Misuse of software.**

Without prior written authorization from the Superintendent or his/her designee, Users may not do any of the following:

1. Copy software for use on their home computers;
2. Provide copies of software to any third person;
3. Install software on any District workstation or server;
4. Download any software or run executable files from the Internet, email or other online services to any Bernalillo School District's workstations or servers;
5. Modify, revise, transform, recast, or adapt any software; or
6. Reverse-engineer, disassemble, or decompile any software. Users who become aware of any misuse of software or violation of copyright law must immediately report the incident to their principal or supervisor.

#### **Communication of confidential information.**

Unless expressly authorized by the Superintendent or his/her designee, sending, transmitting, or otherwise disseminating confidential information is strictly prohibited.

#### **Responsibility for passwords.**

- Users are responsible for safe-guarding their passwords for access to the computer system.
- Individual passwords should not be printed, stored online, or given to others.
- Users are responsible for all transactions made using their passwords.
- No User may access the computer system with another User's password or account.
- Passwords do not imply privacy. Use of passwords to gain access to the computer system or to encode particular files or messages does not imply that Users have an expectation of privacy in the material they create or receive on the computer system.

#### **Computer security.**

- Each User is responsible for ensuring that use of outside computers and networks, such as the Internet, does not compromise the security of the Bernalillo Public School District's Computer Resources.
- This duty includes taking reasonable precautions to prevent intruders from accessing the District's network via Internet connections or by leaving systems on and logged into the network without authorization and to prevent the introduction and spread of viruses.

#### **Virus detection.**

- As viruses can cause substantial damage to computer systems, each User is responsible for taking reasonable precautions to ensure he or she does not introduce viruses into the District's network. To that end, all material received on floppy disk or other magnetic or optical medium and all material downloaded from the Internet or from computers or networks that do not belong to the Bernalillo School District must be scanned for viruses and other destructive programs before being placed onto the computer system or network.
- Users should understand that their home computers and laptops may contain viruses; therefore, one should be extremely cautious in transferring from these computers to the District's network.

#### **Miscellaneous**

- **Compliance with applicable laws and licenses.** In their use of Computer Resources, Users must comply with all software licenses, copyrights, and all other state, federal and international laws governing intellectual property and online activities.
- **Other policies applicable.** In their use of Computer Resources, Users must observe and comply with all other policies and guidelines of the Bernalillo Public School District. Sending, receiving, downloading, displaying, printing, or otherwise disseminating material that is sexually explicit, profane, obscene,

harassing, fraudulent, intimidating, threatening or potentially violent, racially offensive, defamatory, proselytizing, inappropriate or otherwise unlawful or in violation of the Bernalillo Public Schools Board of Education's policy is strictly prohibited.

### **Unacceptable Use**

The Bernalillo Public School District has the right to take disciplinary action, remove computer and networking privileges, take legal action, or report to proper authorities any activity characterized as unethical, unacceptable or unlawful. Unacceptable use activities constitute, but are not limited to the following:

- Any activity through which the user seeks to gain unauthorized access to information resources, obtains copies of, or modifies files or other data, or gains and utilizes passwords belonging to other users;
- Destroys, alters, dismantles, disfigures, prevents rightful access to or otherwise interferes with the integrity of computer-based information resources, whether on stand alone or networked computers;
- Invades the privacy of individuals or entities; or
- Submits, publishes or displays any defamatory, inaccurate, racially offensive, abusive, obscene, profane, sexually oriented or threatening materials or messages either for public or private use.

### **Violations/Consequences**

**Students** - Students who violate this policy shall be subject to revocation of District Computer access up to and including permanent loss of privileges and discipline up to and including expulsion. Violations of law will be reported to law enforcement officials. Disciplinary action may be appealed by parents and/or students in accordance with existing District procedures for suspension or revocation of student privileges.

**Staff** - Staff members who violate this policy shall be subject to discipline up to and including suspension, termination or discharge in accordance with Board Policy, negotiated agreements and applicable law. Violations of law will be reported to law enforcement officials.

## **APPENDIX B - Social Media**

### **Behavior in a Digital, Cyber or Non-Face-to-Face Environment**

Bernalillo Public Schools shall consider behavior in violation of the standards of conduct which occurs in a digital, cyber or non-face-to-face environment the same as behavior in violation of the standards of conduct in a traditional or physical environment. Unacceptable behavior includes, but is not limited to, that which is outlined in this employee handbook and district policy. Personal posts and online activities that disrupt the educational environment are subject to discipline.

Bernalillo Public Schools has the right to sanction or discipline employees who violate the standards of conduct in a digital, cyber or non-face-to-face environment. Employees are expected to make wise decisions regarding interactions with students, families, members of the community and colleagues in a digital/cyber environment.

This policy is consistent with and incorporates the New Mexico Code of Ethical Responsibility of the Education Profession, 6.60.0 NMAC. The nature of the Internet is such that what you “say” online will be captured forever and can be transmitted endlessly without your consent or knowledge. Employees should remember that any information that is shared online instantly becomes permanent and public.

### **Prohibited Conduct**

Employees are prohibited from engaging in any of the following in their online activities and posts:

- Disparaging the District’s services, clients, leadership, employees or strategy;
- Making any false or misleading statements;
- Promoting or endorsing violence;
- Promoting illegal activity, including the use of illegal drugs;
- Directing any negative comment toward or about any individual or group based on race, religion, gender, disability, sexual orientation, national origin, citizenship, or other characteristic protected by law;
- Disclosing any confidential or proprietary information belonging to the District or obtained by the employee as a result of his/her employment with the District;
- Posting, uploading, or sharing any recording or images taken in the workplace or at any District sponsored event without express advance authorization.

Nothing in this Policy is intended to or will be applied in a manner that limits employees’ rights to engage in protected concerted activity as prescribed by the National Labor Relations Act.

## APPENDIX C - Sexual Harassment Policy

The policies of the Board of Education of the Bernalillo Public Schools forbid discrimination against any employee or applicant for employment on the basis of sex. The Board of Education will not tolerate sexual harassment activity by any of its employees. This policy similarly applies to non-employee volunteers, and to any other persons who work subject to the control of school authorities.

### A. Definitions

#### 1. Conduct of a Sexual Nature -

Conduct of a sexual nature may include, but is not limited to, any unwanted physical, verbal or visual sexual advances, including subtle pressure for sexual activity; touching, pinching, patting or brushing against; requests for sexual favors and any other sexually-oriented conduct which is offensive or objectionable to the recipient; comments regarding physical or personality characteristics of a sexual nature; other sexually-oriented conduct such as epithets, derogatory or suggestive comments, slurs or gestures, “kidding”, “teasing”, double entendres and jokes; use of offensive cartoons, posters, pictures or drawings, and objects; and any harassing conduct to which an employee would not be subjected but for the employee’s gender.

#### 2. Unwelcome Conduct of a Sexual Nature

- a. Verbal or physical conduct of a sexual nature may constitute sexual harassment even if the allegedly harassed employee has not indicated that it is unwelcome.
- b. An employee who has initially welcomed such conduct by active participation must give specific notice to the alleged harasser that such conduct is **no longer welcome in order for any such subsequent** conduct to be deemed unwelcome.

### B. Sexual Harassment Prohibited

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

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

#### 2. Specific Prohibitions

##### a. Administrators and Supervisors

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

##### b. Non-administrative and Non-supervisory Employees

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



- C. It is the express policy of the Board of Education to encourage victims of sexual harassment to come forward with such claims.
1. Employees who feel that administrators or supervisors are conditioning promotions, increases in wages, or continuation of employment upon agreement to unwelcome conduct of a sexual nature, are encouraged to report these conditions to the appropriate administrator, including members of the Board of Education. If the employee's direct administrator or supervisor is the offending person, the report shall be made to the next higher level of administration or supervision.
  2. Employees are also urged to report any unwelcome conduct of a sexual nature by supervisors or fellow employees if such conduct interferes with the individual's work performance, or creates a hostile or offensive working environment.
  3. Confidentiality will be maintained and no reprisals or retaliation will be allowed to occur as a result of the good faith reporting of charges of sexual harassment.
- D. In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated. The Superintendent or other appropriate official has the responsibility of investigating and resolving complaints of sexual harassment.
- E. Any employee found to have engaged in sexual harassment shall be subject to sanctions, including, but not limited to, warning or reprimand, suspension or termination, subject to applicable procedural requirements.

## **APPENDIX D – Finance Rules**

### **PURCHASES**

Per state procurement requirements, no purchases may be made without an approved purchase order. Failure to follow this requirement may result in discipline.

### **CASH**

Per state requirements, all cash received at the school site must be deposited within 24 hours of receipt. Failure to follow this requirement may result in discipline.

## **APPENDIX E - School Volunteers**

### **SCHOOL VOLUNTEERS**

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

In order to protect the safety and security of children and school staff, any volunteer (including spouse/significant other) given access to students shall have a background and criminal history check, with the results received prior to allowing the volunteer such access. Volunteer applicants must submit to a background investigation by completing an application form and background consent form in accord with current district policy. If a background check conducted from these criteria fails to return all necessary information, a background check using fingerprints may be conducted.

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

## **APPENDIX F – Pandemics and Infectious Diseases**

### **DISTRICT EXPECTATIONS**

The safety of our students and staff is paramount for THE DISTRICT; therefore, THE DISTRICT of Bernalillo Public Schools will follow the recommendations from the United States Center for Disease Control and from the New Mexico Public Education Department. As this guidance is often updated depending on local conditions, expectations for staff and student compliance will be communicated out from the District Office.

It is expected that all staff will study and abide by district guidance as it is issued. Questions regarding the application or interpretation of the guidelines should be submitted to your immediate supervisor. Failure to follow district-communicated guidelines and expectations may result in discipline.

## **APPENDIX G – Professional Boundaries**

### **STAFF/STUDENT PROFESSIONAL BOUNDARIES**

#### **EXPECTATIONS**

All staff are required to maintain appropriate professional, moral, and ethical relationships in their conduct with students and shall serve as positive role models for students at all times, whether on or off Bernalillo Public School District property, both during and outside of school hours. The Bernalillo Public School District encourages healthy relationships between students and staff members that promote student achievement and success. At the same time, clear and reasonable boundaries for interactions between students and staff members are necessary to protect students from sexual misconduct and abuse and to protect staff members from misunderstandings and false accusations. In particular, a teacher is in a position of trust and power. A teacher's actions must always be guided by the principle of what is in the best interests of the students.

All staff have a responsibility to provide and support an atmosphere conducive to learning through consistent and fairly applied discipline and the maintenance of professional physical and emotional boundaries with students. These boundaries shall be maintained regardless of the student's age, the perceived consensual nature of the relationship or activity, the location of the activity, or whether the staff member directly supervises the student. For staff members whose children are students in the Bernalillo Public School District, this Policy is not intended to violate or otherwise intrude upon the usual parent/child or other family relationship. However, the existence of a parent/child or other family relationship does not supersede the staff member's duty to attend to his or her professional responsibility to serve the interests of the School District, its student population and the local community. Should the staff member believe that these duties are in conflict, he or she shall discuss it with his or her supervisor to resolve the issue.

Personal contact between students and staff must always be professional, non-sexual, appropriate to the circumstances, and unambiguous in meaning. A boundary invasion is an act, omission, or pattern of behavior by a staff member that does not have an educational purpose and either abuses or compromises the staff/student professional relationship or has the potential to abuse or compromise the staff/student professional relationship.

Staff members shall establish and maintain appropriate personal boundaries with students and not engage in any behavior that is prohibited by law, regulation, or this Procedure or that creates the appearance of prohibited behavior. All staff shall be required to maintain professional and ethical relationships with Bernalillo Public School District students that are conducive to an effective, safe learning environment. This Procedure addresses a range of behaviors that include not only obviously unlawful or improper interactions with students, but also precursor grooming and other boundary -blurring behaviors that have the intention or effect of leading to more egregious misconduct.

It is the responsibility of the Bernalillo Public School District's staff to maintain a professional relationship with students and their families, and staff members have a responsibility to report to the Bernalillo Public School District's principal, human resources, or to any other appropriate administrator when they suspect, recognize or observe the development of, or suspicion of the development of non- professional or potentially inappropriate personal relationships with students and/or their families.

#### **DEFINITIONS**

- **Duty of Care** – A common law concept that refers to the responsibility of staff to provide children and young people with an adequate level of protection against harm. It is usually expressed as a duty to take reasonable care to protect children and young people from all reasonably foreseeable risk or injury.

- **Electronic Communications** – A communication transmitted by means of an electronic device including, but not limited to, a telephone, cellular telephone, computer, computer network, personal data assistant, or pager. Electronic communications include, but are not limited to, emails, texts, instant messages, and communications made by means of an Internet website, including social media and other networking websites.
- **Hazing** - Any action intentionally or recklessly taken or situation intentionally or recklessly created through which individuals are forced to perform, participate in or endure actions which endanger the mental, physical, or academic health or safety of a student. This may include, but not be limited to such actions which result in physical injury, assault or battery, kidnapping or imprisonment, intentionally placing a student at risk of mental or emotional harm, degradation, humiliation, intimidation or coercion, the compromising of moral or religious values, forced consumption of any liquid or solid, placing an individual in physical danger or at risk, or impairment of or interference with physical liberties or academic endeavors.
- **Inappropriate Boundary Invasion** – An act, omission, or pattern of such behavior by a school employee or other adult that invades or is designed to result in an invasion of a student’s physical or emotional boundaries, does not have a legitimate educational purpose, and results in abuse of the staff/student professional relationship.
- **Legitimate Educational Purpose or Reason** – Matters or communications related to teaching, counseling, athletics, extracurricular activities, treatment of a student’s physical injury or other medical needs, school administration, or other purposes within the scope of the staff member’s job duties, including performing a task specified in his or her position description or contract agreement, a task related to a student’s education or to discipline of a student, providing a service or benefit related to the student or student’s family, or maintaining the safety and security of the school community.
- **Professional Boundaries** – appropriate professional, moral, and ethical relationships with students that have a legitimate educational purpose or reason on or off Bernalillo Public School District property, both during and outside of school hours.
- **Staff** – For purposes of this Policy, the term “staff” is defined to include all Bernalillo Public School District employees, including but not limited to all administrators, counselors, teachers, nurses, librarians, student support specialists, support staff, non- instructional staff, coaches, employees of virtual school programs, to include but not be limited to distance learning, online programs, and vendors and/or independent contractors providing instructional services to, or who may have direct, unsupervised contact with students, as well as all student teachers, interns, practicum students, volunteers, volunteer coaches, and community members.

This Procedure applies to Bernalillo Public School District employees, volunteers, student teachers, and independent contractors and their employees who interact with students, are present on school grounds and who may have unsupervised access to students.

Independent contractors doing business with the Bernalillo Public School District will ensure that their employees who have direct interaction with, or unsupervised access to students, or are present on school grounds, are informed of the provisions of this Procedure and complete a criminal background check process which complies with NMSA 1978 Section 22-10A- 5.

This Procedure is not intended to interfere with appropriate personal or family relationships between staff and

students and their families that exist independently of the Bernalillo Public School District, nor to interfere with participation in civic, religious or other outside organizations that include Bernalillo Public School District students.

The interactions and relationships between staff and students should be based upon mutual respect and trust, an understanding of the appropriate boundaries between staff and students in and outside of the educational setting, and consistency with the educational mission of the schools.

Staff will not intrude on a student's physical and emotional boundaries, unless the intrusion is necessary to serve an educational, physical, mental, and/or emotional health purpose or to prevent an immediate risk of injury or harm to the student.

Staff shall use good judgment in their relationships with students beyond their work responsibilities and/or outside the school setting and shall avoid excessive informal and social involvements with individual students. Any appearance of impropriety should be avoided. Intimate relationships between staff and students are prohibited. In addition to regular classroom instruction and extracurricular activities, appropriate occasions when staff may interact with students beyond the school day include before and after care, tutoring to improve students' academic skills, mentoring that provides students with positive role models, and hosting school-sanctioned or school-sponsored activities and events that reinforce positive behaviors.

Tutoring and mentoring are only allowed when part of a regular school program. Volunteers on Bernalillo Public School District property must be under the supervision of a Bernalillo Public School District staff member at all times.

During school-related or instructional- related events during non- school hours, staff must maintain the ethical standards applicable to their professions.

## **MANAGING PROFESSIONAL BOUNDARIES**

**Working in local communities** - Staff working in local communities face additional challenges in managing professional boundaries. They are more likely to have social relationships with the parents/guardians of the children and young people with whom they work and are, therefore, more likely to share social and sporting events or membership at various community clubs or associations.

This means they will have legitimate reasons, on occasion, to attend social events with the children and young people with whom they work, and/or to visit their homes or to be visited by them in the company of their parents/guardians. These social engagements are an important part of community life and a positive contribution to the wellbeing of staff working in local communities.

Following the advice below will assist staff to enjoy these social engagements without compromising their professional responsibilities. The guiding principles in managing these situations are that:

- Social contact should be generated via the relationship the staff member has with the parents/guardians of children and young people or by an event, such as a sporting event.
- Staff should avoid being alone or in unsupervised settings with children and young people in these situations.
- Staff should conduct themselves in a way that will not give others reason to question their suitability to work with children and young people, and that will not create fear, discomfort, humiliation or intimidation for children and young people in their professional relationships with them.
- Consuming alcohol in these situations may lessen a staff member's capacity to judge when a professional boundary is at risk.

- Staff should politely refuse to discuss matters relating to the workplace and should not discuss children and young people's learning or social progress, other than at times specifically set aside for that purpose.

Any concern a staff member has about whether or not a situation may be compromising or breaching a professional boundary should be reported to the principal, human resources or any other appropriate administrator and an approved plan of action developed, implemented and monitored.

## **REPORTING VIOLATIONS, INAPPROPRIATE OR SUSPICIOUS CONDUCT**

Staff members are required to immediately notify the principal, human resources or any other appropriate administrator if they become aware of a situation that may constitute a violation of the law or this Policy. This obligation is in addition to the statutory responsibility to report suspected abuse and neglect under the law as implemented by Policy JLF, "Child Abuse Neglect and Reporting," or its equivalent.

Students and their parents/guardians are strongly encouraged to notify the principal, human resources or any other appropriate administrator if they believe a staff member may be engaging in conduct that violates the appropriate boundaries as specified in this Policy, puts a student at risk or which may violate the law.

Anonymous complaints involving inappropriate boundary invasions by staff members with students will be investigated as if a student, parent, or staff member reported the violation.

## **INVESTIGATION**

Allegations of inappropriate conduct shall be promptly investigated in accordance with the procedures utilized for complaints of harassment. It is understood that some reports made pursuant to this Procedure will be based on rumors or misunderstandings; the mere fact that the reported staff member is cleared of any wrongdoing shall not result in disciplinary action against the reporter or any witnesses. If as the result of an investigation any individual, including the reported staff member, the reporter, or a witness is found to have intentionally provided false information in making the report or during the investigation or hearings related to the report, or if any individual intentionally obstructs the investigation or hearings, this may be addressed as a violation of this Procedure and other applicable laws, regulations and Bernalillo Public School District policies.

Obstruction includes but is not limited to violation of "no contact" orders given to the reported staff member, attempting to alter or influence witness testimony by threat or intimidation, and destruction of or hiding evidence. Intimidation of a witness is a violation of the NM Criminal Code and is required to be reported to appropriate law enforcement authorities immediately upon discovery.

## **DISCIPLINARY ACTION**

A violation of this Procedure by a staff member may result in disciplinary action up to and including discharge or termination of employment. In the case of termination of employment for sexual misconduct or abuse, the Bernalillo Public School District will notify the New Mexico Public Education Department.

Consistent with the Public Education Department guidelines, the Bernalillo Public School District shall disclose to districts or schools seeking references any formal reprimands or dismissals for violating this Policy, even if the staff member resigned prior to the conclusion of the investigation.

## **RETALIATION**

Retaliation against students or staff members who report an improper staff/student relationship or participate in any related proceedings is prohibited. Appropriate action will be taken against students or staff members who retaliate against any student or staff member who reports alleged harassment or participates in related proceedings.



## **INAPPROPRIATE BEHAVIOR INITIATED BY A STUDENT**

In the event that a student initiates inappropriate behavior toward a staff member, the staff member must immediately document the incident and report it to the principal, human resources or any other appropriate administrator. If applicable, the appropriate administrator will intervene and speak with the student and the student's parent/guardian about the alleged inappropriate behavior, and implement necessary follow-up discipline or guidance.

## **TRAINING**

The Bernalillo Public School District shall provide annual training with respect to the provisions of this Procedure to current and new Bernalillo Public School District staff and school board members who interact with students or routinely work on school grounds as part of their work for the district.

The Bernalillo Public School District, at its sole discretion, may require independent contractors and their employees who interact with students or are present on school grounds to receive training on this Procedure and related procedures, including providing them with this Procedure. Contracts with virtual school programs and other vendors providing instructional services to students will include a requirement that those staff members will comply with this Procedure.

## **DISSEMINATION OF PROCEDURE**

This Procedural Directive will be included on the Bernalillo Public School District's website and in all employee, student, parent, and volunteer handbooks.

## **EXCEPTIONS**

An emergency situation or a legitimate educational reason may justify deviation from professional boundaries set out in this Policy. The staff member shall be prepared to articulate the reason for any deviation from the requirements of this Policy and must demonstrate that s/he has maintained an appropriate relationship with the student.

Under no circumstance will an educational or other reason justify deviation from the "Romantic and Sexual Relationships" section of this Policy.

Nothing in this Policy statement shall set aside, void, or offend any existing state laws and school policies relating to the topics covered herein. Rather this Policy statement shall serve as a supplement to such existing authority.

## **WORK RULES / REGULATIONS**

**Working one-on-one with children and young people** - The following summary of expectations applies to all situations where staff are providing one-on-one learning assistance or feedback, behavior assistance/monitoring, counseling, testing and/or assessment.

|                           |   |
|---------------------------|---|
| <b>Make it Public</b>     | <ul style="list-style-type: none"> <li>• The more visible and/or public the location the better.</li> <li>• Use the Bernalillo Public School District's authorized IT systems.</li> <li>• Do not use personal email, electronic communication, websites, and/or social media platforms to communicate with students.</li> </ul> |
| <b>Make it Authorized</b> | <ul style="list-style-type: none"> <li>• Parents/guardians should be informed and give consent.</li> <li>• Activity must be authorized by an appropriate administrator.</li> </ul>  |
| <b>Make it Timely</b>     | <ul style="list-style-type: none"> <li>• Provide support during normal work hours.</li> <li>• Do not conduct excessively long sessions.</li> </ul>  |

**Managing privacy expectations** - Bernalillo Public School District staff rely in different ways on being able to provide a degree of privacy for students. This may be to protect the student's dignity, to provide an environment conducive to the service/assessment being provided or to respect the student's desire for confidentiality.

Children and young people will often assume a high level of confidentiality when disclosing serious issues of a personal nature or reporting harassment or bullying. For these reasons, staff need to find a careful balance between respecting the sensitive and private nature of counseling or service provided and the professional's duty of care obligations for the safety and wellbeing of the student. Good practice in managing these circumstances is the following:

- Health/physical care should be provided with respect for the student's dignity and in a manner approved by the student and his/her parents/guardians.
- Counseling should be provided in unlocked rooms with part-glass doors, where possible, that are located near staff traffic areas.
- Avoid out of hours contact.
- While parental consent is often not applicable in many counseling situations, the Bernalillo Public School District will provide all parents/guardians with written information about the school's counseling services which outlines confidentiality and privacy issues.
- Ensure student appointments and counseling notes are documented properly, while preserving appropriate levels of confidentiality.

**Conducting home visits** - Staff must ensure they follow the specific home visiting protocols that apply to the Bernalillo Public School District. The key principle is that a home visit should place no one at unreasonable risk and that identified minor risks are consciously managed. A summary of general expectations is provided below.

|                |   |
|----------------|---|
| <b>Inform</b>  | Home visits must be authorized and documented by the administration and the Bernalillo Public School District must have information about when and where visits are being undertaken and the expected departure and return times.   |
| <b>Prepare</b> | <ul style="list-style-type: none"> <li>• All available information about the safety of the proposed visit must be considered and risks managed.</li> <li>• Mobile phones must be taken and Bernalillo Public School District ID should be visible.</li> <li>• Parents/guardians are to be notified in advance of the intended visit.</li> </ul> |

|                |   |
|----------------|---|
| <b>Protect</b> | <ul style="list-style-type: none"> <li>● Do not enter the house if parents/guardians are not at home.</li> <li>● Speak with the student where the parent/guardian is present or clearly visible.</li> <li>● Do not interview or interact with students in bedrooms or other locations not conducive to the purpose of the visit.</li> <li>● Have a colleague accompany you if problems are anticipated.</li> <li>● Document the visit.</li> </ul> |
|----------------|---|

## UNACCEPTABLE AND PROHIBITED CONDUCT

Examples of boundary invasions by staff members include but are not limited to the following:

- Any type of inappropriate physical contact with a student or any other conduct that might be considered harassment under the law or Bernalillo Public School District Policies addressing the prohibition against Harassment and Retaliation.
- Condoning hazing, initiations or other rituals that cause embarrassment, harassment or ridicule and risks emotional and/or physical harm to students, regardless of the student's willingness to participate.
- Showing inappropriate images to a student, including, but not limited to violent, disturbing or sexually explicit or pornographic subject matter.
- Dating a student, or discussing or planning a future romantic or sexual relationship with a student.
- Making sexual advances toward a student, including but not limited to personalized comments about a student's body, appearance, physical features, attributes or attractiveness, off color jokes, or sexual innuendos.
- A flirtatious, romantic, or sexual relationship with a student.
- Unnecessarily invading a student's personal space or privacy.
- Singling out a particular student or students for personal attention and friendship beyond the professional staff/student relationship.
- Socializing where students are consuming alcohol, drugs, or tobacco.
- Providing or offering to provide alcohol, drugs, or tobacco to students.
- For non-guidance/non- counseling staff, excessively encouraging students to confide their personal or family problems and/or relationships. If a student initiates such discussions, staff members are expected to use their professional judgment and refer the student to appropriate guidance/counseling staff.
- Sending students on personal errands unrelated to any educational, athletic, non- curricular or extracurricular purpose.
- Banter, allusions, jokes, or innuendoes of a sexual nature with students. • Asking a student to keep a secret.
- Disclosing inappropriate personal, sexual, family, employment concerns, or other inappropriate private matters to one or more students.
- Addressing students with personalized terms of endearment or pet names that would suggest the staff member feels love or affection for the student. As a staff member, permitting students to address you by your first name, nickname, with personalized terms of endearment, pet names, or otherwise in an overly familiar manner.
- Maintaining personal contact with a student outside of school by telephone, text message, email, Instant Messenger, Internet chat rooms, social networking websites or letters beyond homework or other legitimate school business.

- Exchanging gifts cards or letters that are personal or extravagant in nature with a student beyond customary student-staff gifts.
- Socializing or spending time with students outside of school related or school sponsored curricular or extracurricular activities or organized community activities, including but not limited to activities such as going out for beverages, meals or movies, shopping, traveling and recreational activities.
- Giving a student a ride alone in a vehicle in a non-emergency situation or a situation that can be avoided. If a staff member must give a student a ride, the student shall ride in the back seat of the vehicle when possible and the staff member must attempt to gain prior permission from the parent for the transportation arrangement. A site administrator shall be informed of such an instance either before it occurs or immediately after providing such a ride.

### **Romantic or Sexual Relationships, including but are not limited to the following:**

Staff members shall be prohibited from dating, courting, or entering into or attempting to form a romantic or sexual relationship with any student enrolled in the Bernalillo Public School District or any other public or private school, regardless of the student's age. Students of any age are not legally capable of consenting to romantic or sexual interactions with staff members.

Prohibited romantic or sexual interaction involving students includes, but is not limited to:

- Sexual physical contact.
- Romantic flirtation, propositions, or sexual remarks.
- Sexual slurs, leering, epithets, sexual or derogatory comments.
- Personal comments about a student's body, appearance, attractiveness or physical attributes.
- Sexual jokes, notes, stories, drawings, gestures or pictures.
- Spreading sexual or romantic rumors.
- Touching a student's body or clothes in a sexual or intimate way.
- Accepting messages, or offering or giving massages other than in the course of injury care administered by an athletic trainer, coach, or health care provider.
- Restricting a student's freedom of movement in a sexually intimidating or provocative manner.
- Displaying or transmitting sexual objects, pictures, or depictions.

### **Social Interactions including but are not limited to the following:**

In order to maintain professional boundaries, staff shall ensure that their interactions with students are appropriate. Examples of prohibited conduct that violates professional boundaries include, but are not limited to:

- Touching students without a legitimate educational reason. Reasons could include, but are not limited to, the need for assistance when injured, restraint or intervention to prevent or separate students who are fighting, threatening to fight or posing a risk of violence or harm to others, a kindergartner having a toileting accident and requiring assistance, appropriate coaching instruction, or appropriate music instruction.
- Taking a student out of class without a legitimate educational reason.
- Being alone with a student behind closed doors without a legitimate educational reason. • Initiating or extending contact with a student beyond the school day or outside of class times without a legitimate educational reason.
- Inviting a student to the staff member's home.
- Taking a student on outings without prior notification to and approval from both the parent/guardian and the building principal.
- Engaging in harassing, bullying, discriminatory, or other conduct prohibited by other Bernalillo Public School District policies or by state or federal law and regulations.

## **APPEARANCES OF IMPROPRIETY**

The following activities are boundary invasions and can create an actual impropriety or the appearance of impropriety. Whenever possible, staff should avoid these situations. If unavoidable, these activities must be pre-approved by the appropriate administrator. If not pre-approved, the staff member must immediately report the occurrence to the principal, human resources or any other appropriate administrator.

- Conducting ongoing, private conversations with individual students that do not have an educational purpose, are unrelated to school activities or the well-being of the student, and that take place in locations inaccessible to or not observable by others.
- Being alone with an individual student out of the view of others or in an inaccessible location, except in the context of school counselors providing professional counseling support services, teachers working with students in an afterschool setting or during testing, or a school nurse providing medical services to a student.
- Inviting students for social contact off school grounds without the prior knowledge and express permission of the parent/guardian and an appropriate administrator.
- Social networking with students for non-educational purposes.

Staff members are expected to be aware of the appearance of impropriety in their conduct with students. Staff members are encouraged to discuss issues with the appropriate administrator whenever they are unsure whether particular conduct may constitute a violation of this Policy.

## **ELECTRONIC COMMUNICATION**

The Bernalillo Public School District supports the use of technology to communicate for educational purposes. However, Bernalillo Public School District employees acting in their Bernalillo Public School District capacity are prohibited from inappropriate online socializing, phone calls, texting, skyping, instant messaging, or use of any other telecommunications device, or from engaging in any conduct that violates the law, Bernalillo Public School District policies or other generally recognized professional standards. Employees must conduct themselves in ways that do not distract from or disrupt the educational process. Nothing in this Policy prohibits employees, faculty, staff or students from the use of approved educational websites if such sites are used solely for educational purposes.

Electronic and online communications between staff members and students must be transparent, contemporaneously accessible to administrators and parents/guardians, and professional in content and tone. Such communication must be professional, non-sexual, appropriate to the circumstances, and unambiguous in meaning. Staff members must restrict one-on-one electronic communications with individual students to accounts, systems, and platforms that are provided by and accessible to the Bernalillo Public School District or with the prior express permission of the appropriate administrator and the parent/guardian.

As with in-person communications, staff members shall avoid appearances of impropriety and refrain from inappropriate electronic communications with students. Factors that may be considered in determining whether an electronic communication is inappropriate include, but are not limited to:

- The subject, content, purpose, authorization, timing, and frequency of the communication; • Whether there was an attempt to conceal, shield, or misrepresent the nature of the communication from administrators and/or parents/guardians;
- Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship; and/or

- Whether the communication contained sexual innuendo, such as for purposes of grooming the student for victimization.

Parents/guardians are encouraged to have access to their children's social networking and digital communication devices and to supervise their children's use of these methods of communication in order to discover improper contacts which may violate this policy. Parents and guardians are also encouraged to report any suspected violations of this policy by a staff member to the principal, human resources or any other appropriate administrator for investigation and necessary intervention.

## **APPENDIX H – Title IX Grievance Procedures**

**A-0312 © ACA-RB**

### **REGULATION NONDISCRIMINATION ON THE BASIS OF SEX**

#### **Compliance Officer**

The Title IX Coordinator shall be the compliance officer. Any person who feels unlawfully discriminated against or to have been the victim of unlawful discrimination by an agent or employee of the District or who knows of such discrimination against another person on the basis of sex should file a complaint with the Title IX Coordinator's Office using the following information.

Name: Dr. Eric James, Human Resources Director  
Title: Title IX Coordinator for Bernalillo Public Schools  
Address: 560 S. Camino del Pueblo  
Bernalillo, New Mexico 87004  
Phone: (505) 404-5717  
E-mail: ejames@bernalillops.org

#### **Grievance Procedure**

Any student or employee of the School District who believes he or she has been discriminated against, denied a benefit, or excluded from participation in any School District education program or activity on the basis of sex in violation of Board of Education Policy, may file a report of sex discrimination or a formal complaint with the Title IX Coordinator.

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address listed for the Title IX Coordinator. A report may be made to any District employee and that employee shall make the report to the Title IX Coordinator within one (1) school day of receipt. Failure to make such a report upon its receipt shall expose the employee to disciplinary action in accord with District policies.

The District is committed to investigating each report and to taking appropriate action on all confirmed violations of policy. The Title IX Coordinator shall have reports investigated and document those filed pursuant to this regulation as soon as reasonable. In investigating the report, confidentiality will be maintained to the extent reasonably possible.

Upon receiving of a report regarding sex discrimination, which may include sexual harassment, with or without a formal complaint, the Title IX Coordinator shall have a response provided to complainant and respondent of non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, without fee or charge which provide supportive measures and which shall include, discussion of supportive measures and inform them of what is available without a formal complaint.

The Title IX Coordinator is responsible for implementation of supportive measures.

Upon the receipt of a report regarding sex discrimination or sexual harassment the Title IX Coordinator shall promptly contact the complainant to:

- discuss the availability of supportive measures,
- consider the complainant's wishes with respect to supportive measures,
- inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and
- explain to the complainant the process for filing a formal complaint (See ACA-E).

Supportive measures may include:

- counseling,
- extensions of deadlines or other course-related adjustments,
- modifications of work or class schedules,
- campus escort services,
- mutual restrictions on contact between the parties,
- changes in work or housing locations,
- leaves of absence,
- increased security and monitoring of certain areas of the campus, and • administrative leave while a grievance is pending,
- emergency removal (following an individualized safety and risk analysis), and
- other similar measures.

The District must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX Coordinator shall contact the complainant and gather information to complete the grievance report. Following completion of the forms, the Title IX Coordinator shall cause an investigation and documentation of complaints filed pursuant to Policy ACA and Regulation ACA-RA in so far as it applies and as soon as is reasonable. In investigating the grievance, confidentiality will be maintained to the extent reasonably possible.

The Title IX Coordinator shall, upon the investigations drawing to a close and prior to completion of the investigative report, send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy

The parties shall have at least ten (10) days to submit a written response, which the investigator will consider prior to completion of the investigative report.

After the District has sent the investigative report to the parties and before reaching a determination regarding responsibility, the Superintendent or decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The Superintendent or decision-maker shall upon having the investigative report completed, and if there is reason to believe that a violation of policy has occurred.

- Provide a written determination which must include:
  - Identification of the allegations potentially constituting sexual harassment,
  - A description of the procedural steps taken from the receipt of the formal complaint through the determination, including
    - any notifications to the parties
    - interviews with parties and witnesses
    - site visits
    - methods used to gather other evidence, and



- hearings held
- Findings of fact supporting the determination.
- Conclusions regarding the application of the District's code of conduct to the facts.
- A statement of, and rationale for, the result as to each allegation, including:
  - A determination regarding responsibility.
  - Any disciplinary sanctions the District imposes on the respondent.
  - Whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant.
- The District's procedures and permissible bases for the complainant and respondent to appeal if the District offers an appeal.

If the person alleged to have violated policy is a teacher or an administrator, the due process provisions of the District's Policy GCQF shall apply. In cases of serious misconduct, dismissal or suspension proceedings in accordance with policy may be initiated.

If the person alleged to have violated policy is a support staff employee, due process and discipline under Policy GDQD may apply if the evidence so warrants.

If the person alleged to have violated policy is a student, the discipline may be imposed in accordance with Policies JK and JKD.

## **Appeals**

The District shall offer both parties an appeal from a determination regarding responsibility and from the District's dismissal of a formal complaint or any allegations therein, on the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

## **Timelines (following the procedures found in ACA-RA)**

The discrimination report or a formal complaint must be filed within thirty (30) calendar days after the complaining party knew or should have known that there were grounds for a complaint/grievance.

Once the grievance report has been received, the grievance form provided by the District is to be completed within one (1) working day, if possible. The Title IX Coordinator shall require the immediate supervisor or site administrator to investigate and respond in writing to the complaining party within ten (10) working days of obtaining the information in the form ACA-E, so far as was possible.

If the complainant is not satisfied with the actions taken by the administration as indicated in the response and efforts to alleviate the discrimination alleged, the complainant will have ten (10) days within which to submit a written objection, including a statement of the reason for their objection, to the Superintendent.

The Superintendent will have ten (10) additional working days to respond in writing to the complaining party

regarding the objection.

If the complainant or respondent is not satisfied with the Superintendent's response and efforts to alleviate the discrimination alleged, establish responsibility or dismiss any allegations, the complainant or respondent will have ten (10) days within which to submit a written objection to the Board based on one of the following:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The Board will then review the record of the investigation and have thirty (30) days to respond to the complaining party in writing.

### **Extension or Delay Request**

Either the person who reported or the District may request a temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action.