

**CUBA INDEPENDENT SCHOOL DISTRICT**



**STAFF HANDBOOK**

**2016-2017**

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## **2016-2017 CUBA INDEPENDENT SCHOOLS STAFF HANDBOOK**

The staff handbook for the school will be consistent with those of The Cuba Independent Schools, where applicable.

### **Purpose**

This Staff Handbook sets forth the policies and procedures which govern the Cuba Independent Schools and all employees of the Cuba Independent Schools (CISD). It is our intention to comply with applicable federal, state and local laws.

A copy of the Staff Handbook will be given to each employee, and the employee shall acknowledge the receipt thereof. Copies of the Staff Handbook will be kept in the Central Office. The Staff Handbook is effective immediately and may only be altered or amended by the Cuba Independent Schools Administration at a duly called meeting. The staff handbook shall be available on the district website: <http://cuba.k12.nm.us>

### **Basic Policies & Procedures**

#### **1. Compensation and Wages:**

Upon initial employment, employees are placed at the first step of the salary schedule until documentation of credentials can be verified. Employees receive credit on the appropriate salary schedule for the job title based on experience, training, and/or education, whichever is appropriate to the position, provided the employee submits official transcripts corroborating the training and education, or the completion of the coursework to the District Central Office no later than October 10<sup>th</sup> of the year in which recognition of the credit begins and provided the employee has notified the District in advance. Salary will be retroactive to the beginning of the contract date. Salary schedules are considered one-year documents that reflect placement only. The schedules do not reflect future movement, as they are negotiated each year.

Refer to the pay schedule pay periods, which can be found on the district website on the Business Department page.

See also: Article 46, Collective Bargaining Agreement

## **2. Employee Conduct:**

The CISD expects all employees to report to work on time unless otherwise authorized. All employees are expected to dress in a manner appropriate to a professional workplace and an educational setting. Employees are expected to report to work in a clean and appropriate manner. Employees who have regular contact with the public are expected to dress and maintain grooming and personal hygiene in a manner acceptable in professional establishments.

School telephones are for business use, and lines should be kept open. Therefore, personal calls are to be kept to a minimum. Under no circumstances should an employee make or charge a long distance call to the School unless it is work-related or approved by the CISD in advance.

See also: NMSBA Policy G0761/GBEB-R (6.60.98 NMAC & 6.60.9.9 NMAC Educator Code of Ethics

## **3. Equal Employment Opportunity:**

CISD will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age, marital status, disability, veteran status, or any other category protected by law. The School will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, national origin, age, marital status, disability, veteran status, or any other category protected by law. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or professional development. See also: CISD Board Policy GBA

## **4. Affirmative Action:**

Affirmative Action represents the effort to assure that equal employment opportunities are achieved and maintained and that past discrimination against persons from protected categories is remedied. The CISD is committed to the goals and principles underlying Affirmative Action.

## **5. USDA Non-Discrimination Statement:**

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information is available in languages other than English.

To file a complaint alleging discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at:

[http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410 fax: (202) 690-7442; or email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

## **6. Sexual Harassment:**

While all forms of unlawful discrimination and harassment are prohibited, it is the policy of the School to emphasize that sexual harassment is specifically prohibited. The CISD is committed to providing a workplace that is free of sexual or other prohibited harassment. The School has zero tolerance for sexual harassment. Verbal or physical contact by an employee, including sexual advances, requests for sexual favors and other conduct that harasses, disrupts or interferes with another employee's work performance or that creates an intimidating, offensive or hostile work environment will not be tolerated.

Every employee has the responsibility to maintain the workplace free of any form of prohibited harassment, sexual or otherwise. No individual is to threaten or insinuate, either explicitly or implicitly that submission to sexual advances is a term or condition of an individual's employment, or that refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, compensation, advancement, assigned duties, shifts or any other term or condition of employment or career development. No individual is to favor in any way an applicant or employee because that applicant or employee has performed or shown a willingness to perform sexual favors for the individual. Sexual harassment also includes conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct which may constitute sexual harassment are:

- Sexual flirtations, touching, advances or propositions;
- Verbal abuse of a sexual nature;
- Sexually graphic or suggestive comments about an individual's dress or body;
- Sexually degrading words to describe an individual;
- The display of sexually suggestive objects or pictures in the workplace, including nude photographs;
- Derogatory gender-based humor;
- Unwelcome touching, patting, pinching or leering; and
- Derogatory or sexually explicitly statements about an actual or supposed sexual relationship.

Any employee who believes that the actions or words of a supervisor, fellow employee or non-employee constitute sexual harassment or other prohibited harassment has a responsibility to report or complain about such conduct promptly to his/her supervisor or to the CISD.

All complaints of sexual or other prohibited harassment shall be investigated promptly, impartially and in as confidential a manner as possible by the supervisor/principal or CISD Superintendent. If an employee is not satisfied with the handling of a complaint or the action taken by the investigator, then the employee should bring the complaint to the attention of the CISD Superintendent. In all cases, the complaining employee will be advised of the relevant findings and conclusions.

Any complaint involving a supervisor should be reported to the CISD Superintendent. Any complaint about the CISD Superintendent should be reported to the CISD School Board President.

No employee will be discharged or retaliated against in any manner because the employee complained about sexual or prohibited harassment, or cooperated with an investigation of a complaint of prohibited harassment. However, if the complaint or the information provided in the investigation is found to be false and made in bad faith, the employee may be subject to discipline up to and including discharge.

Any employee who is found after appropriate investigation to have engaged in sexual or other prohibited harassment of another employee as well as any employee who retaliates against an employee in violation of this policy shall be subject to disciplinary action up to and including termination. See also: CISD Board Policy GCQF

## **7. Drug/Alcohol/Smoke Free Workplace:**

The School complies with the Federal Drug Free Workplace Act, which states that it is unlawful to manufacture, distribute, dispense, possess or use a controlled substance in the workplace. An employee who retaliates against an employee in violation of this policy shall be subject to disciplinary action, referral to civil and/or criminal authorities, and/or immediate discharge.

Any employee with a criminal drug statute conviction or participation in a Drug or Alcohol Rehabilitation (DAR) program arising from the same shall so inform the School in writing within five (5) days of such conviction, whether appealed or not, or upon entry in a DAR program, or face immediate suspension.

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. Employees are prohibited from using tobacco products when on school business or at school sponsored events off school property.

Alcohol and smoking are prohibited inside the school or on its premises.

See also: CISD Board Policy G0761, G1100, GBED, KFAA-R, Adopted: January 15, 2014

## **8. Health and Safety:**

The personal health and safety of each employee is a responsibility shared by the School and each employee. The employee has the responsibility to perform his or her job in a safe and responsible manner, always using good judgment and to be aware of the health and safety of self and others.

Safety depends upon the continued vigilance of all to identify problems and seek to correct them. Therefore, all employees are asked to report suspected problems or ways to improve situations to the site administrator.

The School has Workers' Compensation and other applicable liability insurance to cover claims arising from injury to employees and commercial liability insurance for other individuals legally on the premises. It is very important that any accident or injury, which may occur to those persons on the School's property or during official School activities, be reported to the site administrator. Any employee who experiences injury on site or in the course of his/her duties must immediately report the details to the site administrator.

### Accident Reporting

STUDENT ACCIDENT REPORT: This form is available at each school site and on the district website and is to be used for student accidents. This form will be completed by nurse and/or principal and then signed by the principal. The form must be faxed or mailed by the site secretary and a copy must also be sent to the business office.

WORKER'S COMPENSATION FORM (for injuries requiring medical attention):

- Injured Employee is responsible for filling out and signing *NOTICE of ACCIDENT* form and notifying the PRINCIPAL OR SUPERVISOR **IMMEDIATELY**.
- The injured employee together with the PRINCIPAL OR SUPERVISOR completes the NOTICE OF ACCIDENT FORM for worker's comp. **The employee signs this form.** The site secretary is responsible for faxing this form to worker's comp. A copy is sent to the Business Office.
- The PRINCIPAL OR SUPERVISOR interviews the injured employee and completes and signs the EMPLOYER'S FIRST REPORT OF INJURY OR ILLNESS FORM where "Preparer's Name and Title" are indicated. **The injured employee does not sign this form.**
- All completed and signed forms must be submitted to the Business Office. The district has five (5) days from the date of when the PRINCIPAL OR SUPERVISOR was notified in which to submit to NM Worker's Compensation Administration and forty-eight (48) hours to CCMSI (insurance) or the district is liable for a fine.
- Employees requiring medical attention due to work related injuries can go to their choice of providers, who will bill CCMSI.

NOTICE OF ACCIDENT FORM (for injuries that do not require medical attention):

This form is for employees who get hurt on the job, but do not require doctor's attention. Send original to business office.

DRIVING ACCIDENTS:

A driving accident must be reported immediately and a drug test is required if the employee was driving a school vehicle. Please contact the transportation department or business office immediately.

More information on reporting accidents through Workman's Comp can be found on the CISD website underneath Forms & Manuals – Injuries, Work Related.

See also: CISD Board Policy GBGD & Article 44, Collective Bargaining Agreement



Inclement Weather reporting Times based on Safety

EMPLOYEE CLASSIFICATION	2 HR DELAY	CANCELLATION
9, 10 & 11 Month Employees Teachers/EA's/AD/Secretaries	9:30 a.m.	DO NOT REPORT
12 Month Employees	9:30 a.m.	11 a.m. – 3 p.m.
12 Month Employees, if you do not report to work on a cancellation day, you must use your leave and put in for a full day.		
Custodians	6 a.m. - 2 p.m.	10 a.m. - 2 p.m.

Some buses begin their routes at 5:30 a.m.; therefore, the decision to call a two-hour delay needs to be made by 5:30 a.m. The district transportation coordinator is responsible to the Superintendent for recommending the decision to delay or to close school. The decision will be made after consulting with bus drivers, state police, and contacts at respective locations.

Once the Superintendent’s decision is made regarding the delay or closure, principals and other administrators will be notified by the transportation coordinator, and the cancellation will be broadcast on SchoolMessenger, KNDN Radio Station, and Albuquerque TV stations. A staff phone tree should exist at each building or office.

Snow days have been reserved on the calendar; these days are used to make up days missed due to snow and are not part of the holiday. Do not make plans for these days if school is cancelled due to inclement weather. Staff and students are required to report on the snow calendar day(s) if makeup days are required.

**9. E-mail and Internet Use Policy:**

The School provides computers and internal e-mail to teachers, faculty, and other employees to support its mission. Each employee will be provided an individual password and it will be the employee’s responsibility to protect such password from unauthorized use by others. The employee must not reveal such password to any other individual(s) unless required to do so by the School. Doing so may subject the employee to disciplinary action up to and including dismissal. The School may override the employee’s password or require the employee to disclose his/her password to facilitate access by the School to e-mail messages sent and /or received by the employee, to the Internet, to any and all information or material the employee retrieves, receives, transmits, sends, disseminates and/or places on the Internet (“Internet Materials”), and to other stored files. Upon receiving a password and prior to its activation, each employee will be required to execute an acknowledgement of receipt of this Policy.

E-mail and Internet access are provided only for use in connection with the employee’s duties for the School, and use of e-mail, School computers and computer system or the

Internet for any other purpose may subject the employee to disciplinary action up to and including dismissal.

**Proper Use of E-mail:**

E-mail is an almost instantaneous communication tool that must be treated as a formal means of communication. Employees should use care in composing and sending e-mail. The following guidelines set forth practices that should be followed when using e-mail:

- Be careful and sensible when composing and sending e-mail messages.
- Treat and use e-mail communications like other formal means of communicating, such as written letters.
- Delete messages regularly unless there is a reason to maintain access to them on the computer. But remember, e-mail messages may still exist even after they are deleted.
- Print, retain and file paper copies of relevant messages needed for future reference or to confirm sending or receipt.
- Employees should exercise caution before opening attachments to e-mail received from outside the School. There is a risk that such attachments may contain programs or executable files that carry viruses. Do not open attachments unless the source and/or sender can be verified.

See Computer and Internet Policies and Procedures USER AGREEMENT available for download on the district website on the technology department page.

**Prohibited Conduct:**

Employees may not use School-granted e-mail, computers and computer system, or Internet Access for any of the following:

- Personal use or any use unrelated to the employee's duties; soliciting business opportunities or money for personal gain or conducting personal business;
- Communicating, viewing, transferring, making, copying, sending, retrieving, receiving, printing, or disseminating obscene, pornographic, abusive, slanderous, defamatory, harassing, sexually oriented, discriminatory, vulgar, threatening, and/or offensive material;
- Communicating, viewing, transferring, making, copying, sending, receiving, retrieving, printing, or disseminating frivolous material or any material not appropriate for School purposes;
- Communicating, viewing, transferring, making, printing, sending, receiving, retrieving or disseminating materials that are disparaging to others;
- Unauthorized communicating, viewing, transferring, making, copying, sending, retrieving, receiving, printing or disseminating of material that is confidential or proprietary to the School, including unauthorized posting of any material on the Internet;

- Communicating, transferring, viewing, making, sending, receiving, retrieving, printing, or disseminating unauthorized messages concerning the School or its operations;
- Communicating, disseminating, sending, receiving, retrieving, transferring or printing any copyrighted materials in violation of copyright laws; unauthorized downloading, uploading, copying, or using software off of the Internet; accessing the Internet through any means or services other than the account provided by the School; accessing or using non-School e-mail accounts through the School's computer system;
- Making, copying, transmitting, communicating, sending or disseminating e-mail messages that constitute "chain letters"; gambling; engaging in any activity in violation of local, state or federal law; any other activity; deemed by the School to be in conflict with this policy.

The above list is non-exhaustive and is illustrative only. Engaging in the enumerated conduct or other inappropriate conduct via e-mail, school computers and computer system, or the Internet will subject the employee to disciplinary action up to and including discharge.

The school retains the right to revoke an employee's e-mail account and/or Internet access at anytime with or without cause, at the School's sole discretion. If the School invokes that right, the employee must comply with School directives.

All computers, electronic communications and files, e-mail communication, and Internet Materials are the sole property of the school. The school retains the right to access any e-mail, Internet Materials or sites accessed by the employee, or stored electronic communications at any time for any reason whatsoever, with or without notice to the employee. This may include the creation of hard copies of information stored on these systems. By using School-provided e-mail and/or Internet access the employee knowingly and voluntarily consents to being monitored and acknowledges the School's right to conduct such monitoring.

The employee has no expectation of privacy whatsoever related to the use of e-mail, the Internet or any Internet Materials, or the School's computers and computer system, and the employee's use of e-mail, and any Internet Materials is not private.

#### **10. Position Description:**

Each position at the School shall have a specific job description which is provided to the employee upon hire and a copy of which is maintained in the employee's personnel file.

#### *Types of Appointments*

Contracts – Administration/ Instructional Staff (Standard): All Administrators, new teachers and instructional-related employees must satisfactorily complete their year-

long contract within the terms of the contract as written by the Cuba Independent Schools Administration. Through the professional development and evaluation process the Cuba Independent Schools Administration will determine if the contract will be renewed for the upcoming school year.

Non-Instructional Staff (Standard): Any non-instructional staff member may be terminated at any time. The employee will be evaluated by the Cuba Independent Schools Administration. Non-Instructional staff may or may not be hired on a contract.

See also: Articles 20-23, Collective Bargaining Agreement

Regular Part-time: A regular part-time employee is: (1) a teacher or instructional-related employee who regularly works fewer than five days a week or less than eight hours per day or; (2) a non-instructional employee who is regularly scheduled to work at least fifteen (15) hours but less than twenty (20) hours per week.

Fair Labor Standards Act: Each position will be classified as exempt or non-exempt in accordance with and for purposes of Fair Labor Standards Act. Under the Fair Labor Standards Act, the School is obligated to pay overtime in the amount of time-and one-half to non-exempt employees for all hours worked in excess of forty (40) hours per week. Non-exempt employees may work greater than forty (40) hours per week with prior approval of the Cuba Independent Schools Administration.

Substitute Teachers: Substitute teachers are paid an hourly wage as determined by the CISD Salary Schedule.

## **11. Records and Certification**

Administrative Records: All records associated with work related to school programs, projects and administration are the property of the School. When an employee is terminated, whether voluntary or involuntary, all files related to the School's programs, projects and administration are to be relinquished to the school district.

Personnel Records: A separate personnel file will be maintained for all employees of the School. All personnel files are confidential. An employee may review his/her personnel file upon request to the Cuba Independent Schools Superintendent. Employees must promptly notify the office of the Cuba Independent Schools Superintendent of any changes in name, address, telephone number, marital status, number of dependents, and emergency contact. Upon request by a prospective employer, the school will only provide information concerning an employee's or former employee's dates worked, position held and duties performed. Responses to requests from law enforcement agencies are limited to the employee's last known address and telephone number.

See also: CISD Board Policy G-1650 & Article 18, Collective Bargaining Agreement

**Certification:** In accordance with the *New Mexico Public Education Department* at 100% of the faculty and staff of the School must meet state certification requirements. New Mexico State Certification requirements include: (1) general education (2) professional education (3) specialized content studies. These requirements may be satisfied through attainment of (a) the applicable coursework and (b) experiential learning. The professional certificate is valid for a period of five (5) years from the date of issuance and is renewed by the completion of specified coursework.

**Background checks and Security Clearance:** All School personnel will undergo a child abuse clearance and a criminal record check upon application for employment. These will be part of the personnel record and will be updated annually. Undisclosed information identified through these checks may subject the employee to disciplinary action up to and including dismissal. Volunteers must also have child abuse and criminal clearance.

**Regular Full and Part-Time Employees:** Consistent, objective evaluation of employee performance is essential to an employee's professional growth and integral to the School's accountability to the community and to its funding sources. All employees will be reviewed bi-annually. In addition, any employee placed on probation for unsatisfactory performance will be reviewed at the end of that probationary period and a decision made to either end or extend the probationary period or dismiss the employee.

All school volunteers must undergo background checks and sign a volunteer contract.

All evaluations will be in writing and will permit employee signatures to indicate that the evaluation has been discussed with the employee. The evaluation form will contain an area for the employee to indicate any comments, including area(s) of disagreement. Copies of completed evaluations will be kept in the employee's personnel file.

## **12. Separation and Termination**

**Discipline and Discharge:** Terms and conditions of employment of all faculty and staff will be set forth in an employment contract executed between the School and each employee. Employment contracts will be developed for the specific criteria and processes to be followed for disciplinary action, including discharge for cause or for other purposes, as well as for grievance and appeal procedures. The following list of conduct is specifically prohibited and constitutes grounds for immediate termination for cause:

- Theft
- Sexual harassment
- Engaging in an act of violence

- Striking a student, parent, teacher, or administrator
- Possession of drugs or alcohol
- Bringing a weapon on school premise

The foregoing list is non-exhaustive and will be expanded. Other conduct may subject the employee to discipline up to and including termination.

Resignation: Employees must give at least a thirty (30) day notice for certified employees and fifteen (15) for non-certified employees, of intent to resign as specified in the employee contract. The school may prefer that the employee not work during the notice period.

Reduction in Force: Reduction-in-Force results from job elimination due to structural reorganization, financial consideration, and student enrollment as determined by the Administration, or termination of the grant under which an employee was hired.

See also: CISD Board Policy GCQ, GCQA & Article 28, Collective Bargaining Agreement

Exit Interview: All employees leaving the employment of the School will participate in an exit interview that will be conducted by the employee site administrator on or before the last day of employment. The purpose of this interview is to provide the exiting employee an opportunity to review and evaluate his/her total work experience and to afford the School the benefit of his/her comments. A written copy of the employee's comments will be kept in the employee's personnel file. Upon notice of termination, resignation or reduction-in-force, the employee must return all School credit and copy cards, keys, files, computer disks and all other School property in his/her possession.

### **13. Leave**

All leave is subject to the approval of the District.

Authorized leave from duty is as follows:

Professional Leave	Public/Political
Straight Leave	Extended Illness
Personal Leave	Parental Leave
Annual Leave/Holidays	Battery Leave
Legal /Civic Leave	Extended Leave
Bereavement Leave	Military Leave

### Notification

Employees should request leave 5 days in advance in order to obtain prior approval from their immediate supervisor and the Superintendent. Requests for extended leaves of absence should be requested with a 30-day written notice of the need for leave, including expected duration, if the need for leave is foreseeable.

Personal and straight leave will not be granted on the last workday prior to or the first workday following a holiday, on an in-service day, or during the first or last five days of the school year, except in an emergency situation where prior approval has been granted.

### Paid Leave Balances

Employees must exhaust all paid leave before going to an unpaid status. When on leave provided underneath FMLA (Family & Medical Leave Act), paid leave will count towards the 12 week total.

### Benefits During Leave

During paid leave, all other benefits will remain in force, and straight leave and annual leave will continue to accrue as normal. During unpaid leave the employee is responsible for maintaining health insurance coverage through the New Mexico Public Schools Insurance Authority Eligibility Administrator (ERISA Administrative Services). Leave will not accrue during the unpaid leave period.

The district will comply with all FMLA (Family & Medical Leave Act) Regulations.

### Military Leave

The Uniformed Services Employment and Reemployment Rights Act states:

A military leave of absence will be granted if an employee is absent in order to serve in Uniformed Services of the United States for a period of up to five years (not including certain involuntary extensions of service). An employee who performs and returns from service in the Armed Forces, the Military Reserves, the National Guard, or certain public health service positions will retain certain rights with respect to reinstatement, seniority, lay-offs, compensation, length of service promotions and length of service pay increases, as required by applicable federal or state law. Other benefits, such as health insurance, do not continue while out on active service.

An employee participating in annual encampment or training in the US military Reserves or the National Guard will be eligible to receive the difference between what the employee earns from the government for military service and what he/she would have earned from normal straight-time pay on the job.

### Bereavement Leave

Up to three (3) days absence with pay per year may be granted when there is a death in an employee's immediate family. Immediate family for this purpose includes spouse, children, parent, grandparent, mother-in-law, father-in-law, brother or sister.

### Jury Duty

Employees are encouraged to serve as jurors when summoned to do so but should advise the Superintendent of the date of such service immediately upon receipt of notice. Employees will receive their normal compensation and shall be permitted to retain any travel reimbursement received from the court and any per diem received for services rendered the court before or after the employee's regular workday. Any additional compensation will be signed over to the District.

### Personal Leave

All staff will be allotted two Personal (2 days) per school year, one at the beginning of the first term (Aug.) and one at the beginning of the second term (Jan.)

*For in-depth information regarding all other types of leave, please see: CISD Board Policy GCC & Articles 28-40, Collective Bargaining Agreement*

## **14. Resolution of Conflicts Procedure:**

A grievance will be defined as a dispute between an employee and the employer. The school's conflict resolution (i.e. grievance) procedure is designed to ensure individual employees, supervisors and the school a fair hearing of legitimate grievances.

A grievance will be initiated by an employee toward a supervisor and/or the school as an organization. An employee with a grievance should report it to the Site Administrator who will schedule a meeting at which the grievance will be discussed. If the Site Administrator and or the employee's supervisor are the object of the grievance, the Site Administrator will notify the Cuba Independent School Board President.

A written record of each meeting will be made and kept as part of the personnel file of the aggrieved employee:

(See Conflict Resolution Chart below)



**THE CUBA ISD EMPLOYEE-TO-EMPLOYEE GRIEVANCE PROCEDURE**

*Aggrieved must always begin with Level I*

**Level I**

**Principal/Supervisor-Employees**

The employee files a written formal grievance in writing with the Principal/Supervisor who will schedule a meeting with the parties involved. If the Principal/Supervisor is the object of the grievance, then the grievance would continue to Level III with the Superintendent.



**Level II**

**Principal/Supervisor**

Resolves issue, followed by written response to the employee(s) filing grievance.

Timeline: Within 3 working days



**Level III**

**Superintendent-Principal/Supervisor**

IF issue is still not resolved then a meeting with the principal/supervisor and the Superintendent will be scheduled after the person filing the grievance files a formal grievance with the Superintendent and Principal/supervisor.

Timeline: Within 5 working days.



**Level IV**

**Superintendent**

If issue is not resolved, then it continues to the Cuba ISD Superintendent who will review all documentation surrounding the grievance and issue a written resolution to the employee filing the grievance. The Superintendent at his/her discretion may convene a Board Sub-Committee in reviewing the complaint. The determination of the Superintendent is final.

All written documents prior to this step must be available for the Superintendent's review.

Timeline: Within 5 working days

***CUBA ISD Resolution of Employee-to-Employee  
Conflicts Procedure:***

A grievance will be defined as a dispute between two employees of the Cuba Independent Schools. The School's conflict resolution (i.e. grievance) procedure is designed to ensure an employee and the school a fair hearing of legitimate grievances.

***The Principal/Supervisor will determine if the dispute merits exercising the Conflicts Resolution Procedure, and the Superintendent will determine if the dispute merits exercising the procedure if the Principal/Supervisor is the object of the dispute.***

An employee should make a reasonable effort to resolve the issue with the other employee before deferring to the grievance procedures.

A written record of each meeting will be made and kept as part of the personnel file of the aggrieved employee.

## **15. Employee Benefits:**

All regular full-time and part-time employees (who work a minimum of twenty hours per week) may participate fully in the School's benefits programs. As per the *Affordable Care Act* CISD is mandated to offer benefits to district substitutes who work an average of 30 hours per week.

**Benefits Program:** Regular full-time and part-time employees may participate in company medical, dental insurance, and retirement plans. Further details concerning plan costs, company and employee contributions, services provided, etc. may be found in Employee Benefit Packets that are available upon request from the Administration office and on the district website.

**Professional Development/Continuing Education Assistance Program:** Regular full-time employees who have been employed for at least six (6) months may apply to the School for tuition assistance for professional development or job related coursework. Acceptability of coursework for professional development, certification, re-certification, or job relatedness is the sole discretion of the Superintendent and is dependent upon availability of funds.

**Domestic Partner Resolution:** Through the New Mexico Public Schools Insurance Authority, the district has authorized participation in the employee benefits lines of coverage to employee's domestic partners. Domestic partners are eligible to participate with an affidavit of domestic partnership that must be provided with any additional documentation required by the school.

**Professional Development Leave Sabbatical:** The purpose of the Professional Development Leave Sabbatical is to give employees of the School the opportunity for study that will contribute to the mission of the School and to their own professional development. Sabbatical leave may be granted on an unpaid basis.

**Holidays:** Please refer to the School Calendar or 12-Month Employee Calendar for Holidays to be observed.

## **16. Business Processes**

### Fundraising

All fundraisers must receive prior approval from the school board. Fundraiser request forms can be downloaded from the district website. Please take all fundraising deposits to the site secretary. All deposits from fundraising activities must be made within a 24-hour period or one (1) business day.

### Purchase Orders

- **A PURCHASE ORDER MUST BE IN PLACE PRIOR TO PLACING ANY ORDERS OR RECEIVING ANY ITEMS.**
- If attached, quote sheets need to be complete or the requisition will be returned.
- Once entered, the requisition is routed to the business manager for budget review.
- If approved for budget, the requisition is then routed to site principal/supervisor for approval. It then goes to the superintendent for approval.
- Once final approval has been given, the requisition will be forwarded to purchasing where it is assigned a purchase order number. **A requisition is not a purchase order until all approvals have been received and a P.O.# has been assigned.**
- Vendor copy of the P.O. will be sent back to the requestor for their records.
- **Absolutely no substitutions on quantity or items listed on purchase orders will be allowed without prior approval from the purchasing department.**
- Orders will be delivered to receiving; from there the order(s) will be checked in and delivered to the requestor and the invoice will be sent on to accounts payable. If the order bypasses receiving, whether the requestor picks up the order or the company sends the order directly to the requestor, please inform receiving immediately. You will be asked to send a copy of the packing slip and/or invoice so that the order can be paid for. If these steps are not followed, the business office won't know that the order came in and therefore, the order will not get paid.
- Activity accounts are processed the same way.
- Please note that the district does not issue "open" purchase orders, so please be specific.

### Travel Reimbursement

A travel reimbursement request form must be submitted for approval PRIOR to traveling. The approved form must be re-submitted with original, itemized receipts within 30 days of return from travel. *The district will only reimburse travel that has been pre-approved.*

**For steps on submitting a travel reimbursement request form for pre-approval and to access the travel reimbursement request form, please visit the district website.**

### Fixed Asset Inventory

A "Fixed Asset Transfer Form" must be filled out any time equipment or furniture is transferred. This form should be filled out & signed by the principal before the actual equipment or inventory is moved. Each building principal is held accountable for all inventories. Please help the principal secure this responsibility by forwarding a copy of the completed fixed asset transfer form to the business office. If deleting equipment, please use the deletion of equipment form. Each school site is accountable for all school equipment, furniture, etc.

### **17. Public Comment at School Board Meetings**

Any interested person may submit data, views, or arguments in writing to the Board on any school related topic. An individual or representative wishing to give public comment shall register prior participating in public comment. Additionally, when registering for public comment, the speaker shall be required to identify the subject matter of their proposed comment when they register. Speakers are allotted three minutes, or an amount of time otherwise designated by the Board President at the beginning of the meeting. The board president, in his/her sole discretion, may shorten/lengthen the comment period time to ensure that the meeting is efficiently and promptly conducted. All speakers are strongly encouraged to abide by all time-limitations, to avoid personal attacks, to utilize all administrative avenues for complaint resolution before bringing issues to the board, and to avoid identifying students or staff in comments, and to present all comments professionally and respectfully.

Persons requiring special assistance or services, such as a sign language interpreter, should call (575)289-3211 at least three business days before the meeting.

### **18. News Media Services at School Board Meetings**

Local news media representatives shall be welcome to attend all regular or special meetings of the Board with the exception of executive sessions. In the event that representatives of the news media are unable to attend a regular or special meeting, the Superintendent may provide a periodic summary of Board actions. News Media Services are not allowed to interrupt the meeting by conducting interviews, blocking entryways into the meeting, or creating visual or audio noise and commotion that may prevent the flow of the regular meeting or jeopardize the safety of all the other participants attending the meeting. If the media is going to conduct the above activity during the course of the meeting they must stay outside the facility and remain at least 50 feet away from the facility.

**\*\* Please sign the acknowledgement of receipt on page 19 and return to your direct supervisor.**

**\*\*Acknowledgement of Receipt**

I have read and agree to comply with the policies, procedures, rules, and regulations contained in the *CISD 2016-2017 Staff Handbook*.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date