

1
2
3
4
5
6
7
8
9 **Pueblo of Laguna Department of**
10 **Education Employee Handbook**
11
12

13
14 **Adopted: June 15, 2022**

15 **By Laguna Department of Education Board of Education**

16 **Board President: Mrs. Leonora Carpio**

17 **Vice President: Dr. Natalie Martinez**

18 **Secretary: Mr. Aaron Sarracino**

19 **Board Member: Mr. Eric Olson**

20 **Board Member: Mr. Jim Issues**

21 **Board Member: Mr. John Ahmie**

22 **Board Member: Mr. Ken Deutsawe**
23

24 **Superintendent: Mrs. Patricia Sandoval**
25

26
27
28 *Takes effect on July 1, 2022*
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

TABLE OF CONTENTS

		Page
1	SECTION A – INTRODUCTION	
2		
3	Welcome Message	ii
4	2 About the Handbook	1
5	3 Organization Description	2
6	4 Organizational Chart (revised 7/1/20)	4
7	5 Mission and Values	5
8		
9	SECTION B - EMPLOYMENT	
10	101 Equal Employment Policy	6
11	102 Laguna/Indian Preference	6
12	103 Nepotism and Personal Relationships in the Workplace	6
13	104 Ethics and Conflict of Interest	7
14	105 Job Postings and Vacancies	7
15	106 Pre-Employment Screening/Requirements	8
16	107 Disability Accommodations	10
17	108 Categories of Employment	10
18	109 Introductory Period	11
19	110 Training/Certification Requirements	11
20	111 Driver's License Requirement (Effective 7/1/20)	11
21	112 Personnel Files and Personal Information Changes	11
22	113 Performance Evaluations	12
23	114 Outside Employment	12
24	115 Media/Public Statements	12
25	116 Resignation from Employment	13
26	117 Furloughs/Reduction in Force	13
27	118 Return of Property	13
28	118-A Lost or Stolen Key Policy (New Policy 7-1-22)	14
29	119 Employment References	14
30	SECTION C - WAGES AND HOURS	
31	201 Wages	14
32	201-A Salary Adjustments	15
33	202 Pay Periods and Paychecks	15
34	202-A Signing Bonuses for New Teachers in Shortage Areas (New Policy 7/1/21)	15
35	203 Timekeeping	16
36	204 Overtime	16
37	205 Compensating employees for other services:	16
38	206 Meal Periods	17
39	207 Work Years and Schedules	17
40	208 Staff Meetings	18
41	SECTION D - INSURANCE AND OTHER BENEFITS	
42	301 Retirement Plan	18
43	301 Health and Dental Insurance	18
44	302 Life Insurance	18
45	303 Short-Term and Long-Term Disability Insurance	18
46	304 Termination of Coverage	19
47	305 Benefits coverage date and expiration date:	19
48	307 Section 125 Plan	19
49	308 Workers' Compensation Insurance	19
50	306 Return to Work No Restrictions	19
51	307 Educational Assistance	20

308	Domestic Partner Coverage	20
SECTION E - LEAVE BENEFITS		Page
401	Paid Time Off	23
401-A	Leave Payout (Effective 7-1-21)	23
402	Bereavement Leave	23
403	Family and Medical Leave	24
404	Military Leave	26
405	Jury Duty	26
406	Voting Leave	26
407	Occupational Disability/Injury Leave	27
408	Professional Leave	27
409	Professional Development	27
409-A	Substitute Training Compensation (Effective 7-1-21)	27
409	Tribal Appointment/Cultural Activities Leave	28
411	Unforeseen/Extenuating Emergency Leave	29
412	Administrative Leave	29
413	Personal Leave of Absence	29
414	Employee Early Dismissal	30
415	Leave Without Pay	30
416	Leave Request Prior to a Holiday (New Policy 7-1-22)	30
SECTION F - EMPLOYEE CONDUCT		30
501	Professionalism	31
502	Attendance	31
503	Drugs and Alcohol	32
504	Smoking	33
505	Harassment and Sexual Harassment	33
506	Workplace Violence	34
507	Workplace Safety and Accident Reporting	34
508	Confidentiality	34
509	Computer and Internet Use	34
510	Personal Appearance	37
511	Use of LDoE Equipment	37
512	Use of Personal Electronic Devices	38
513	Driving on LDoE Business	39
514	Gifts	40
515	Solicitation and Distribution of Materials/LDoE Bulletin Boards	40
516	Participation in Political Activities	40
517	Social Media Use	41
518	Marque Board Postings	42
SECTION G - EMPLOYEE DISCIPLINE		42
SECTION H - COMPLAINT RESOLUTION PROCEDURE		43
SECTION I – MISCELLANEOUS POLICIES		
801	Emergency Closings	44
802	Visitors in the Workplace	44
803	Business Travel Expenses	45
804	Reporting Child Abuse	45
805	Garnishments	46
806	Sex Offender Policy	46
807	Fundraising	46
808	Volunteers	46
809	Teacher/Staff Mailboxes	47
810	Parking	47

SECTION A - INTRODUCTION

1. WELCOME MESSAGE

Welcome Employee!

On behalf of your colleagues, I welcome you to the Pueblo of Laguna, Department of Education (LDoE) and wish you every success here.

We believe that each employee contributes directly to LDoE's growth and success, and we hope you will take pride in being a member of our team.

This handbook was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees as well as operational practices. Employees should familiarize themselves with the contents of the employee handbook as soon as possible. It will answer many questions about employment with the LDoE.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Sincerely,

Patricia Sandoval
Superintendent

2. ABOUT THE HANDBOOK

This handbook provides basic information about the Laguna Department of Education and its policies, programs, benefits, and operational practices. You are asked to read this handbook to learn about your responsibilities as an employee and what you can expect from LDoE as an employee. No employee shall be excused from his/her responsibilities due to ignorance or unwillingness to enforce or adhere to this handbook or other reasonable workplace expectations.

This handbook replaces and supersedes all previous policies and procedures handbooks and is designed to acquaint you with the LDoE by covering the questions most frequently asked by employees. Please do not hesitate to ask your supervisor for more details.

The policies, programs and benefits set forth in the handbook are not terms and conditions of employment, nor should they be construed as an employment contract. The best interests of LDoE and our employees necessitate that there be flexibility in administration. The LDoE reserves the right to revise, supplement, or rescind policies and provisions in this handbook as it deems appropriate, with sole and absolute discretion. The only exceptions are the LDoE's policies concerning at will employment and Indian preference. The LDoE will try to keep the handbook current, but there may be times when policies, programs, or benefits will change before the handbook can be revised. In such cases, employees will be notified of changes through appropriate means.

Your employment with LDoE is based on mutual consent. You have the right to end your employment relationship at any time, for any reason. The employment of any employee can be terminated at the sole discretion of the LDoE at any time, for any reason. No one other than the Superintendent of LDoE and the Board of Education has the authority to enter into any agreement, verbal or written, with any individual for employment for any specified period of time. Any such employment agreement with the Superintendent and/or Board of Education shall not be enforceable unless it is made in writing and signed by the appropriate parties.

The Pueblo of Laguna is a sovereign Indian nation. Nothing in this handbook is intended or shall be considered to be a waiver of the sovereign immunity of the Tribe or a consent to the jurisdiction of the State of New Mexico, or any state or federal court, or state or federal administrative agency. By accepting employment, you consent to the jurisdiction of the Pueblo of Laguna and its Tribal Court.

3. ORGANIZATION DESCRIPTION

A. Who We Are

Obtaining control of Laguna's educational destiny began over 20 years ago when the Pueblo Council notified the Assistant Secretary of Interior of its intent to obtain funding from the BIA to build the Laguna Middle School (LMS), utilizing its own expertise. At this time, the Council also made known its intent to operate the school according to its own educational standards. It is a great accomplishment that stands to benefit the entire Pueblo and its people.

The Laguna Pueblo Council has delegated the responsibility of education and related operations to the Laguna Board of Education. The Board, which incorporated under the constitution of the Pueblo of Laguna in 1992, is delegated with the responsibility of oversight and operations of Laguna Middle School (LMS), Laguna Elementary School (LES), Division of Early Childhood, Facilities Management, Laguna Acoma Connections, and Partners for Success program. This action allows the Pueblo to exercise control of all facets related to the operation of an educational program.

The intent to operate all of these programs is to focus on providing quality education with an emphasis on culture and tribal government. This initiative contributes toward developing the future tribal leaders of Laguna as productive and contributing members of the world community. The significance of these actions will have an impact on the future and the sovereignty of the Pueblo of Laguna to continue as a separate nation co-existing with the State and Federal governments.

B. Facilities and Location(s)

The Pueblo of Laguna is located 50 miles west of the city of Albuquerque and 33 miles east of the city of Grants. With U.S. Interstate-40 running east to west through its interior, the Laguna Reservation spans Cibola County and extends into Bernalillo, Valencia, and Sandoval Counties. The Laguna Department of Education is responsible for operations and maintenance of all LDoE facilities, including the Laguna Middle School, Laguna Elementary School, Laguna Division of Early Childhood, Partners for Success, and the LDoE Administration Offices.

C. The History of LDoE

Recognizing that the educational needs of the Laguna people could be best served by establishing its own educational system, the Pueblo of Laguna worked almost 20 years and overcame many obstacles before achieving this goal. In 1992, the efforts of several Tribal Council administrations were realized through the creation of the Pueblo of Laguna Department of Education. The concern for preserving the Laguna culture through educational means could now be addressed.

At the onset, the Department began with the administration of the Laguna Middle School and the Office of the Superintendent. Since 1992, the Department has experienced tremendous growth with the addition of the following programs: Administration, which comprises the Accounting Office, Personnel and Human Resources, Grants Management and Information Technology (IT); Facilities Management; the Laguna Division of Early Childhood, which includes the Laguna Early Intervention Program, Laguna Child Care Center, Laguna Preschool Head Start and Early Head Start Programs, Partners for Success, and Laguna Elementary School.

D. Organizational Structure

The Department of Education is governed by the Pueblo Council through its appointment of a Board of Education which provides direction and oversight in conjunction with the Superintendent of the LDoE managing and directing its activities. The following departments and programs fall under the supervision of

the Superintendent: Facilities Management, Laguna Middle School, Laguna Elementary School, Division of Early Childhood, Administrative Services, and Partners for Success.

Falling under the Division of Early Childhood are Special Services, Preschool Head Start, Community Outreach, Child Care Center, and Early Head Start. Administrative Services oversee Accounting, Human Resources, Program Development, and Monitoring and Planning. Partners for Success include Employment and Training Services, Student Services, Higher Education, and Vocational Rehabilitation (Laguna Acoma Connections).

E. Tribal Government

The Pueblo of Laguna maintains its traditional government system through its Pueblo Council. The Council serves as the governing body of the tribe, much like a state government. Laguna tribal members elect a 21-member council, which includes the following offices: Governor, First Lieutenant Governor, Second Lieutenant Governor, Head Fiscale, First Fiscale, Second Fiscale, Treasurer, Secretary, and Interpreter. Each of the six villages comprising the Pueblo of Laguna elect two tribal members, making up the remainder of the Pueblo Council. The governor and councilmen each serve two-year terms. In addition to the Pueblo Council, each village elects at least two Mayordomos, which serve as caretakers of village ditches, fences, roads, and land assignments. They also serve as advisors to families and are called upon to settle disputes in the village.

The Pueblo Council conducts weekly meetings to discuss tribal affairs, and to review and approve proposed activities on the reservation. Weekly village meetings are also held at each of the six villages, during which village councilmen report information discussed at the weekly Council meeting. All men 18 years of age and older are required to attend village meetings and functions.

F. Tribal Operations

The Tribal Operations Sector is comprised of state and federally-funded programs which include: Social Services, Family Services, Police Department, Tribal Court, Fire Protection, Community Health Representatives (CHR), Department of Natural Resources, Environmental Department, Solid Waste Management, Recreation Program, Laguna Public Library, and Laguna Housing Authority.

G. Role of the Department of Education

The Department of Education Administration includes the following services and support:

The Office of the Superintendent

Works with the Board of Education to ensure consistency of all programs and that the needs of children and families are met. The administration is responsible for policy making, standards compliance, research, and framing issues impacting tribal education. The Office of the Superintendent seeks supplemental funding from private, corporate, and government sources, and performs the following: evaluation of programs; strategic long-range planning; coordination of local and national projects; marketing, public and community relations; and communications on behalf of the Department.

LDoE programs are encouraged to be financially self-sustained. If a program seeks tribal or tribal entity financial support, the approach and/or request must be presented through the LDoE administrative office/Superintendent. The same process applies to any and all LDoE Board agenda items.

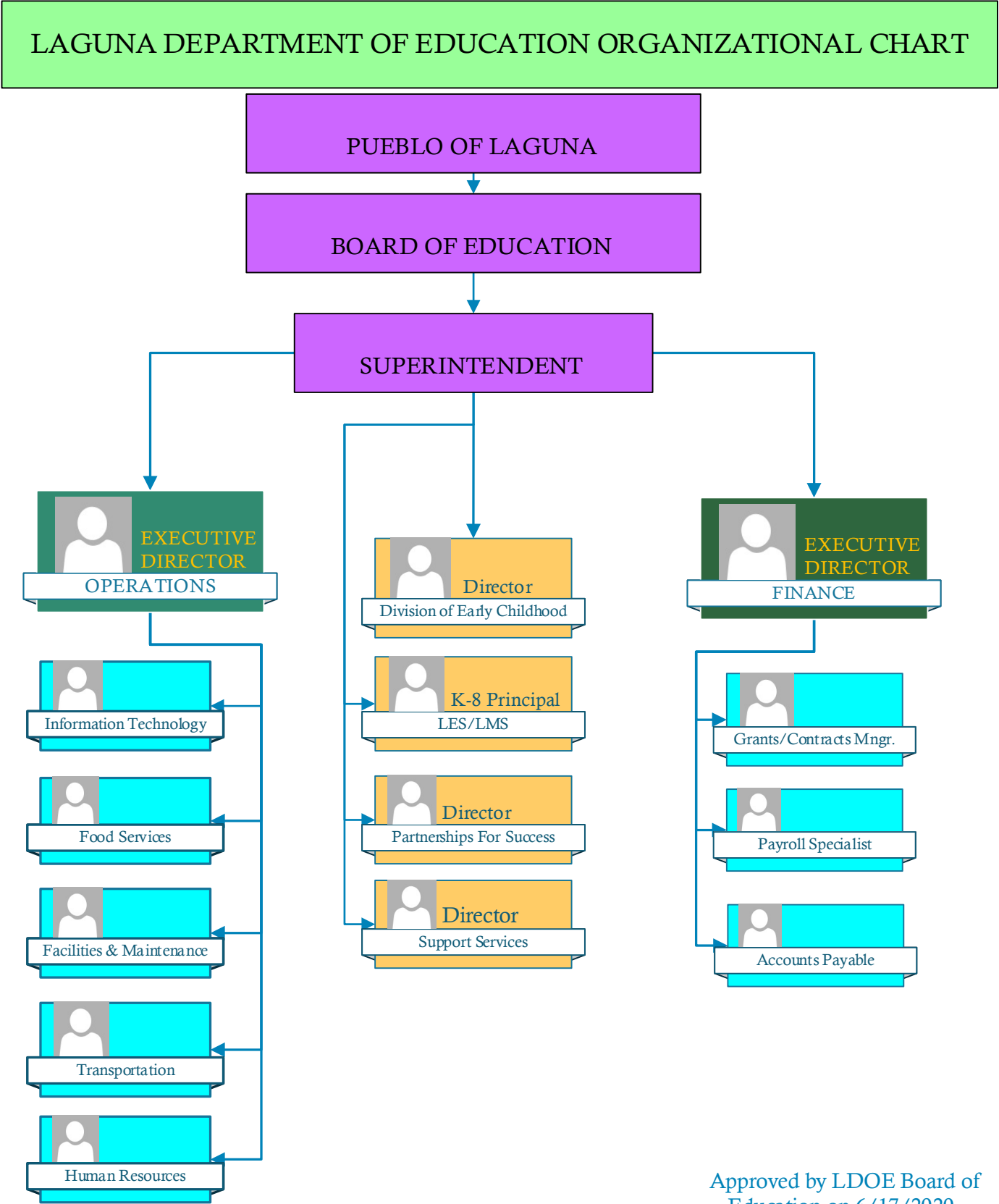
Accounting Department

Responsible for fiscal management of state and federal grants, purchasing for all programs, payroll, and accounts payable/receivable.

Human Resources Department

Handles all human resource activities, including recruiting, hiring, administering employee benefits, and promoting employee morale.

4. ORGANIZATIONAL CHART



5. OUR MISSION AND VALUES

Hanu He ya Nay'uutsi Gunishe

Although there is no literal translation of this Keres phrase, the concept refers to: (Helping) People prepare for life's journey and goals.

How we accomplish our mission is as important as the mission itself. The following basic values are fundamental to the Department of Education, and are expected to be values held by all Laguna Department of Education Employees.

People

People are our most important asset. They provide our organization with expertise, creativity, and intelligence, and determine our reputation and vitality.

Products

As people engage in the work of education, our product is our time, our skills, our training, and our experience.

Quality

The quality of our work must be our number one priority.

Students/Participants

All work that we do must be done with the child's and participant's best interest in mind. Only when we think in this manner, can we provide the best possible service to our children, their parents, program participants, and the community.

Excellence

We must strive for excellence in everything we do – in our services and the value they provide to our children, their parents, program participants, other employees, and the community.

Employee Involvement

We are a team. We all work for the same organization. We must treat each other with trust and respect. And we must continually work to gain our fellow employees' trust and respect.

Our Partners

In our endeavor to provide the finest educational environment, parents, the Board of Education, and the community are our partners. We must maintain mutually beneficial relationships with all.

Integrity Is Never Compromised

The conduct of our employees must never compromise the organization.

Responsibility

We expect all employees to perform all aspects of their positions with the utmost responsibility.

Mission of Laguna Elementary School

Irske Hanu

Each of these statements is reflective of LES staff, parents, and students.

- Our school will be one people by respecting each other;
- Our school will be one people by achieving our goals in academics;
- Our school will be one people enriched by all cultures;
- Our school will be one people recognized by our character.

Mission of Laguna Middle School

It is the responsibility of all school employees, parents, students, and the community working cooperatively, to ensure:

- All Laguna Middle School students will emerge as successful learners, who are responsible and participating members of Laguna and other world societies.

SECTION B – EMPLOYMENT

101 EQUAL EMPLOYMENT OPPORTUNITIES

The Laguna Department of Education is committed to a policy of equal opportunity and will not discriminate against any employee or applicant on the basis of : political or religious opinions or affiliations, race, color, creed, sex, age, physical handicap, religion, national origin, disability, or sexual orientation, subject to the Indian preference provisions in Section 102.

If an employee or applicant has a question or concern about possible discrimination in the workplace, he/she is encouraged to bring the issue to the attention of the Executive Director of Operations, without fear of reprisal. Any employee found to have engaged in discriminatory conduct will be subject to disciplinary action, up to and including termination.

102 LAGUNA/INDIAN PREFERENCE

The 1964 Civil Rights Act VII (42 USC 2000e2(i)), allows private and governmental employers on or near a Federal Trust Indian Reservation to exercise Indian Preference in employment. It is the policy of the Pueblo of Laguna to give preference to any qualified person who is enrolled as a member of a federally recognized tribe. In the event an applicant is a member of the Pueblo of Laguna as defined in this policy is determined to be equally qualified as the most qualified applicant interviewed, preference will be afforded to the Pueblo of Laguna member over all other applicants who are not members of the Pueblo of Laguna.

103 NEPOTISM AND PERSONAL RELATIONSHIPS IN THE WORKPLACE

The employment of relatives or individuals involved in a dating relationship in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of favoritism at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a “relative” is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. The definition of “relative” includes a spouse, child, step-child, father, mother, brother, sister, first cousin, aunt, uncle, nephew, niece, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-brother, step-sister, half-brother, and half-sister. Clan relationships are not included. Relatives of current employees may not occupy a position that works directly for or supervises their relative.

Individuals involved in a dating relationship with a current employee may also not occupy a position that works directly for or supervises the employee with whom they are involved in a dating relationship. Employees involved in a close personal relationship are expected to refrain from displays of affection or excessive personal conversations in the workplace.

The LDoE also reserves the right to take prompt action if an actual or potential conflict of interest arises involving relatives or individuals involved in a dating relationship who occupy positions at any level (higher or lower) in the same line of authority that may affect the review of employment decisions.

Applicants and employees are expected to notify management if there is a relative or dating relationship during the application process, or when the relationship occurs, if it takes place during employment. It is the responsibility and obligation of the supervisor involved in the relationship to disclose the relationship to the Superintendent and the Executive Director of Operations. In regard to current employees, the LDoE reserves the right to transfer one of the employees involved if there is a suitable position available and consistent with business needs. If a transfer is not possible, termination of employment may be necessary.

In other cases, where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment.

104 ETHICS AND CONFLICT OF INTEREST

The successful operation and reputation of the Laguna Department of Education is dependent on our community's trust and is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence depends on our employees' careful observance of the spirit and letter of all applicable laws, regulations, and policies, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

Employees must also conduct themselves in a manner that avoids actual or potential conflicts of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence or benefit from an LDoE business or policy decision that may result in a personal gain for that employee and/or his/her relatives, whether through cash payments, bonuses, gifts, or any other consideration made by any means.

Employees are prohibited from participating directly or indirectly in a procurement when the employee knows that he/she or any member of the employee's immediate family has a financial interest in the business seeking or obtaining a contract. For the purposes of this policy, "contract"

means any agreement for the procurement of items of tangible personal property, services, or construction; and "immediate family" is defined as a spouse, children, parents, brother, or sister.

Employees are required to disclose any actual or potential conflict of interest in any LDoE business dealings to the Superintendent and the Executive Director of Operations as soon as possible. If possible, safeguards may be put into place to shield LDoE and the employee from any actual or potential conflict.

Compliance with this policy is mandatory, and violations of this policy may result in discipline, up to and including termination.

105 JOB POSTINGS AND VACANCIES

In general, notices of job vacancies are posted District Website. Laguna Department of Education reserves the right not to post particular vacancies. Job vacancies are normally advertised through a variety of outside resources as well.

Regular employees who have completed their introductory period and have been employed by

the LDoE for at least six months are eligible to apply for vacancies when they possess the required skills, competencies, and qualifications. Employees who have a written warning on file, are on probation, or are under suspension are not eligible to apply for vacancies.

Eligible employees who are interested in applying for a vacancy should submit an application to the Executive Director of Operations. The application should include job-related skills and accomplishments, and describe how their current and prior work experience and/or education qualifies them for the position.

Employees are encouraged to refer qualified potential applicants to the LDoE for consideration.

106 PRE-EMPLOYMENT SCREENING AND REQUIREMENTS

A. Applications

The Laguna Department of Education relies upon the accuracy of information provided on employment applications, as well as other documentation provided by applicants during the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any information provided may result in exclusion of the applicant from further consideration for employment, or if the individual has been hired, termination of employment.

B. Citizen or Authorized to Work in the U.S.

All LDoE employees must be citizens or legally authorized to work in the United States.

C. Applicant Reference Checks

The Laguna Department of Education checks employment references for all applicants considered for employment to ensure that individuals hired are well-qualified and have the strong potential to be productive and successful. The LDoE reserves the discretion to contact former employers/supervisors not specifically listed by an applicant as references.

D. Employee Background Checks

The Laguna Department of Education believes that the safety of children is a fundamental responsibility of any family, community, or government. In accordance with the federal laws discussed below, LDoE requires background checks on applicants and employees who have contact or control over LDoE students and service recipients (including long-term volunteers, contracted positions and consultants) prior to beginning their employment.

The Indian Child Protection and Family Violence Prevention Act (Pub. L. No. 101-630, codified as amended at 25 U.S.C.A. § 3201 et seq.) states that:

“Each Indian tribe or tribal organization that receives funds under the Indian Self-Determination and Education Assistance Act (25 U.S.C.A. § 450 seq.) or the Tribally Controlled Schools Act of 1998 (25 U.S.C.A. § 2501 et seq.) shall:

- (1) conduct an investigation of the character of each individual who is employed, or is being considered for employment, by such tribe or tribal organization in a position that involves regular contact with, or control over, Indian children, and
- (2) employ individuals in those positions only if the individuals meet standards of character, no less stringent than those prescribed under subsection (a) of this section¹, as the Indian tribe or tribal organization shall establish.” (25 U.S.C.A. §3207(c)).”

The Indian Child Protection and Family Violence Prevention Act further provides that:

“The minimum standards of character that are to be prescribed under this section shall ensure that none of the individuals appointed to positions described in subsection (a) of this section have been found guilty of, or entered a plea of nolo contendere or guilty to, any felonious offense, or any two or more misdemeanor offenses under Federal, State, or tribal law involving crimes of violence; sexual assault, molestation, exploitation, contact or prostitution; crimes against persons; or offenses committed against children.” (25 U.S.C.A. § 3207(b)).

In addition to the minimum standards of character that are prescribed under the Act, the LDoE further requires that none of the individuals, applicants, and employees in the position described above have been found guilty of, or entered a plea of nolo contendere or guilty to, any offense under Federal, State, or tribal law involving crimes of fraud, forgery, theft, murder, embezzlement, or crimes against persons.

All LDoE employees are subject to further investigation upon reasonable suspicion of violation of the standards of character as set forth in federal law as set forth above. Violation of these standards may result in disciplinary action, reassignment and/or termination. The LDoE adjudication process will be followed.

The Victims of Child Abuse Act of 1990 (Pub. L. No. 101-647, codified as amended at 42 U.S.C.A. § 13001 et seq.) requires that:

“Each agency of the Federal Government, and every facility operated by the Federal Government (or operated under contract with the Federal Government) that hires (or contracts for hire) individuals involved with the provision to children under the age of 18 child care services shall assure that all existing and newly-hired employees undergo a criminal history background check.” (25 U.S.C.A. § 13041(a)(1)).

All tribal, grant, contract, and self-governance programs are required to comply with these federal laws.

E. Physical Examination and Tuberculosis Test

All newly-hired employees of the Division of Early Childhood must submit acceptable documentation that they have had a health examination if indicated by the employee’s health care provider. In addition, health and physical exams are required for bus drivers to obtain and keep CDL licensure required for driving students. Any additional such requirements will be noted in

¹ 25 U.S.C.A. § 3207(a) states that “The Secretary and the Secretary of Health and Human Services shall --- (1) compile a list of all authorized positions within their respective departments the duties and responsibilities of which involve regular contact with, or control over, Indian children, (2) conduct an investigation of the character of each individual who is employed, or is being considered for employment, by the respective Secretary in a position listed pursuant to paragraph (1), and (3) prescribe by regulations, minimum standards of character that each of such individuals must meet to be appointed to such positions.” the job descriptions as a condition of employment.

F. Drug Testing

The Laguna Department of Education is committed to providing a safe, efficient, and productive work environment for all applicants and employees. Applicants who are given a conditional offer of employment are required to undergo drug testing prior to receiving a final offer, and will receive a copy of the complete drug testing policy/procedure. The Executive Director of Operations will

disclose the test results only to those members of management who have a bona fide business reason to know the test results.

107 DISABILITY ACCOMMODATIONS

The Laguna Department of Education will make reasonable accommodations for qualified individuals with disabilities. As a department of a sovereign Indian tribe, the LDoE is not subject to the federal Americans with Disabilities Act, but provides reasonable accommodations as a matter of policy and does not waive its statutory exemption. Applicants and employees who have questions about disability accommodations should speak to the Director of Human Resources.

108 CATEGORIES OF EMPLOYMENT

The Laguna Department of Education recognizes the following categories of employment. All employees are considered at will through out their employment with the LDOE unless otherwise indicated in their contract.

- A. Regular Full-Time Employee** -- A Regular Full-Time Employee is an employee who is regularly scheduled to work 30 hours per week or more, for at least 26 weeks per year, and who has completed his/her Introductory Period. Regular Full-Time Employees are eligible for insurance and benefits as specified in this handbook.
- B. Regular Part-Time Employee** -- A Regular Part-Time Employee is an employee who is regularly scheduled to work fewer than 30 hours per week and who has completed his/her Introductory Period. Part time employees are not eligible to receive benefits
- C. Exempt Employee** -- An Exempt Employee is an employee who is not eligible for overtime pay. Actual hours worked are based on Department needs and may regularly exceed 40 hours in a work week. However, insurance and benefits are based on a standard 40-hour work week. While 30 hour employees are entitled to receive benefits, they are pro-rated according to FTE.
- D. Non-Exempt Employee** -- A Non-Exempt Employee is an employee who is eligible for overtime pay for hours actually worked over 40 hours in a work week.
- E. Temporary/Seasonal Employee** -- A Temporary Employee is hired to perform the job responsibilities of an absent employee, to work on a specific project, or to assist the

LDoE with temporary heavy workloads (for a duration of no more than one year). Temporary Employees are not eligible for insurance or benefits. While working for the LDoE, Temporary Employees are required to comply with this handbook.

Employees receive written employment contracts or agreements for specified periods of times/hours as described below

- A. Year-Long Contract** – This contract runs from July 1 to June 30. If an employee is hired after July 1, the contract still ends on June 30th. Full-time employees work an expected 240 days annually.
- B. Extended School Year Contract** – This contract extends by a predetermined number of days beyond the regular contract for a specified term and specific assigned duties.

1 **C. School Year Contract** – This contract is for the school year (or that portion of the
2 school year that remains at hire).

3
4 **D. Short-Term Contract** – Short-term contracts may be made when there is an immediate
5 but temporary need for services. A short-term contract may be issued for an initial period
6 of no more than 60 days; any extension is limited to no more than the remainder of the
7 school or fiscal year.

8
9 Renewal of employment contracts and agreements is at the sole discretion of the Superintendent.
10 Such decisions are not subject to any policies in this handbook, including the grievance
11 procedure.
12

13 **109 INTRODUCTORY PERIOD**

14
15 All new and newly re-hired Full-Time and Part-Time Employees have an Introductory Period for
16 the first 90 days of employment. Employees also have a new Introductory Period each time they
17 transfer to a new position (see Section 105). The Introductory Period may be extended if an
18 employee is absent for a significant amount of time (generally ten days or more) or if the Laguna
19 Department of Education determines that additional time is needed to evaluate an employee's
20 performance.
21

22 An employee whose service is satisfactory may become a regular employee. All employees
23 remain at will both during and before the Introductory Period.
24

25 **110 TRAINING/CERTIFICATION REQUIREMENTS**

26
27 Employees may have specific training and/or certification requirements associated with their
28 particular position. Such employees are required to successfully complete all required training
29 and/or to maintain any required certification(s) for their position. Documentation of training and
30 certifications should be provided to the Executive Director of Operations.
31

32 Professional development opportunities are scheduled throughout the year. Employees are
33 expected to engage in professional development opportunities, including curriculum,
34 methodology, and other topics presented by in-house and outside presenters. Employees will be
35 informed of all mandatory trainings. Attendance is mandatory on all PLC days for instructional
36 faculty and staff.
37

38 **111 Driver's License Requirement: adopted 7/1/20**

39
40 Only employees who need to drive a vehicle or drive an LDoE/GSA vehicle as part of their job are
41 required to have a valid driver's license.

- 42 • If administrators learn that any employee driving on school property does not have a valid
43 driver's license; the administrator shall immediately report information to Human Resources.
44

45 **112 PERSONNEL FILES AND PERSONAL INFORMATION CHANGES**

46
47 The Laguna Department of Education maintains an official, confidential personnel file for each
48 employee. Personnel files are the property of the LDoE.
49

50 Employees who wish to review their personnel file should contact the Executive Director of

Operations. An appointment will be scheduled for the employee to review their file during regular business hours and in the presence of the Executive Director or another authorized employee. If an employee disagrees with information in his/her personnel file, he/she may attach a written statement to the material.

Employees are responsible for promptly notifying the Executive Director of Operations of any changes in important personal information, including but not limited to name, address, telephone numbers, marital status, new dependents or insurance beneficiary, and emergency contacts.

113 PERFORMANCE EVALUATIONS

The Laguna Department of Education considers performance evaluation to be a continual process, with informal feedback throughout the work year. Employees will receive a formal evaluation from their supervisor before the end of their Introductory Period and every work year. Annual evaluations shall be completed no later than 30 days before the end of the school or fiscal year, depending on the employee's work year.

The Superintendent will be evaluated by the Board of Education annually.

Employees will receive information about the evaluation process from their immediate supervisor or the Executive Director of Operations.

114 OUTSIDE EMPLOYMENT

Employees may not accept employment outside of the Laguna Department of Education without prior approval of the Superintendent. Any approved employment may continue as long as LDoE performance standards are met and the outside position does not constitute a real or perceived conflict of interest.

LDoE work and leave time may not be used for the purposes of outside employment; and employees may not receive income, gifts or any material item from individuals, companies or organizations outside of the LDoE for services, materials or work performed as part of their job with the LDoE.

If the LDoE determines that an employee's outside employment is interfering in any way with his/her LDoE employment, the employee will be required to terminate or modify their outside employment, or their employment with the LDoE may be terminated.

115 MEDIA/PUBLIC STATEMENTS

If a member of the media contacts an employee for a statement, interview or information about any aspect of the Laguna Department of Education, including students, the employee must refer the media member to the Superintendent's Office as soon as possible. No employee is authorized to speak on behalf of the LDoE or to disclose confidential or sensitive information concerning the LDoE without prior written authorization of the Superintendent or other authorized management representative.

Employees who receive authorization to participate in an interview or otherwise represent the LDoE are expected to at all times be professional, accurate, respectful and prudent; and to ensure that they do not disclose confidential information of any kind. If an employee is not sure whether particular information should be disclosed, he/she is expected to consult with the Superintendent or other authorized management representative prior to disclosing the information.

116 RESIGNATION FROM EMPLOYMENT

Employees who resign their employment with the Laguna Department of Education are requested to provide advance notice. Non-Exempt Employees are requested to provide a minimum of 14 days' notice in writing to the Executive Director of Operations. Exempt Employees are requested to provide a minimum of 30 days' notice in writing to the Superintendent.

Employees will generally be scheduled for an exit interview prior to their last day of employment.

117 FURLOUGH/REDUCTION IN FORCE

A furlough (temporary layoff) or reduction in force may occur for a number of reasons, including but not limited to financial necessity and the need to reorganize or reduce programs. Furloughs for a period of time may take place when there is a reasonable expectation for reinstatement, generally within sixty calendar days. Reductions in force generally take place when there is little or no expectation that employees can be rehired to their former positions.

The following are some common factors that may be considered in determining the employee or employees who will be furloughed or reduced in force:

- Seniority in current position
- Other work experience with the LDoE
- Job performance
- Education
- Training
- Other relevant work history
- Notable contributions

Whenever a furlough or a reduction in force is being considered, the Program Director/Principal

shall notify the Superintendent and the Executive Director of Operations as far in advance as possible. Except in case of emergency, employees will receive three business days' notice of furlough and 10 business days' notice of a reduction in force.

Employees on furlough do not accumulate leave benefits during the furlough, and benefits will be terminated (subject to COBRA requirements) if a furlough extends beyond two months.

Employees who are reduced in force will not be eligible for payment for accrued PTO or any other leave, at the time of the reduction in force. Benefits are terminated subject to COBRA requirements.

Employees who are reduced in force will remain eligible for rehire if a vacancy occurs for their position within four calendar months. In such cases, employees will be eligible for rehire in order of seniority. Employees are required to keep the Executive Director of Operations informed of their current address during the recall period. Employees who refuse an offer of recall forfeit their benefit of recall.

118 RETURN OF PROPERTY

When an employee leaves his/her employment with the LDoE for any reason, he/she is responsible for returning any equipment, materials or property issued to him/her, including but not limited to computers, cell phones or other electronic equipment, this handbook, credit cards,

keys, vehicles, documents, files, etc. Employees who fail to return LDoE property may be subject to disciplinary action, withholding of pay to compensate the LDoE, and/or legal action.

Employees are also required to return equipment, materials or property at any time requested by the employee's supervisor, the do not comply with such requests may be subject to disciplinary action, withholding of pay to compensate the LDoE, and/or legal action.

118-A LOST OR STOLEN KEY POLICY (DRAFT NEW POLICY 6-13-22)

Lost or stolen keys or key cards must be reported to immediate supervisor and Facilities & Maintenance Manager immediately after discovery of loss or theft to change locks or deactivate key card. Individuals responsible for lost or stolen keys or key cards shall pay the applicable replacement fees. Keys and key cards must be stored and must be locked in a secure locking storage cabinet. Replacement keys or key cards will be issued only after submission of a new key card request authorization and payment of applicable fees shall be paid to the Finance Department. All key and key card requests shall be approved by the immediate supervisor and the Facilities & Maintenance Manager.

Every employee issued a key will be held responsible for paying the cost of the key replacement and/or the percentage amount of a master key or grand master.

Cost to replace a room key: Facilities and Maintenance Manager or designee is the only employee certified to make keys, (time to cut a key is one hour), calculate the bits, issue key cards, re-issue.

1. Supervisor/designee hourly rate will be included in the cost to replace a key.
2. Keys designated as "Do not Duplicate Key" means they are not to be duplicated. Violation of this requirement will result in disciplinary action and up to termination.
3. Estimated cost to replace keys:
 - a. Room specific keys: \$75 - \$100
 - b. Master Keys: this entails changing all the locks, interior and exterior, storage, 10% of total cost to be paid by employee who loses the master key.
 - c. Employee will be disciplined up to termination.
4. Facilities & Maintenance Department are not to open the classroom for an employee.

119 EMPLOYMENT REFERENCES

All requests for employment references for current and former employees must be directed to the Executive Director of Operations. The Executive Director will not provide employment information without a written authorization/release from the employee, and information provided will generally be limited to confirmation of employment dates and factual information that can be substantiated by LDoE records.

SECTION C – WAGES AND HOURS

201 WAGES

The Laguna Department of Education maintains wage scales for certain positions, and employees in those positions shall be placed on the appropriate scale in accordance with their training and allowable experience. The LDoE reserves the discretion to adjust wage scales as economic and other business factors warrant.

For positions where there is no wage scale, wages are negotiated with individual employees based on education, experience and position responsibilities. In certain circumstances the LDoE reserves the discretion to provide additional compensation. Such compensation may be considered for particular types of positions or individuals. Factors that may be considered in

granting additional compensation include but are not limited to difficulty in recruiting suitable candidates and working conditions for particular positions.

Section 201-A Salary Adjustments

Once officially hired, applicants must provide official transcripts or other original documents as applicable. When required, licensure, certification and/or degree(s) must be from an accredited college, university and/or program and must be provided within 90 calendar days from the initial date of hire. All information submitted with the application is subject to verification. Failure to provide official transcripts or documents defined in this paragraph may be grounds for disqualification and/or termination.

Returning employee who have moved on the salary schedule due to change in licensure level status have ninety calendar days from the start of the new contract start date to provide official documentation verifying the change. Failure to provide verification within the timeline will result in the employee remaining on the existing salary until the ensuing school year.

202 PAY PERIODS AND PAYCHECKS

All employees are paid on a biweekly basis every other Thursday, for a pay period that runs according to the current contract and as designated by the payroll calendar. Deductions from paychecks are made as required by law as well as those authorized by the employee. Employees are encouraged to utilize direct deposit or may pick up their checks from designated program assistants. In the event that a payday falls on a holiday or other pre-planned closure, checks will be mailed the day before the scheduled payday. If an employee authorizes another individual to pick up their paychecks, he/she must submit a signed, written authorization to the Executive Director of Operations in advance.

Employees should carefully review their paychecks and report any errors or questions to the Payroll Office as promptly as possible so that any needed corrections can be made.

202-A SIGNING BONUSES FOR NEW TEACHERS IN SHORTAGE AREAS (New Policy) effective July 1, 2021

1. Signing Bonuses for New Teachers in Shortage Areas

Laguna Department of Education will offer a "New Hire Signing Bonus" in the amount of \$2,500 in areas that district has a difficult time in recruiting teachers. These areas include Special Education (K-8), and Math and Science fields in the Middle School.

A "new hire" employee is one who has not worked in LDOE during the previous school year.

As a condition of employment for any new employee hired to teach and that are assigned in the shortage areas of Math, Science and Special Education, the teacher must agree to teach in the district for a minimum of one year to qualify for the signing bonus without a no pay-back penalty.

Signing bonuses will be paid on the second pay period based on their contract. If the employee should leave employment with the district, either voluntarily or involuntarily, during the first school year of employment, repayment of the signing bonus will be required in accordance with the following schedule:

Period of Time Employed	Repayment Percentage
After One Month	90%
After Two Months	80%
After Three Months	70%
After Four Months	60%

After Five Months or more 50%
If the employee completes a full year of teaching (186 days) and resigns, there will not be a repayment penalty.

203 TIMEKEEPING

All Non-Exempt Employees are required to record their work hours each week utilizing the Laguna Department of Education's approved timekeeping process. Time records should accurately reflect the time the employee began work, any meal or leave time taken during the workday, and the time the employee left work each day. Time records must be submitted by close of business the last business day of the week before paydays.

Time records may not be changed without authorization of a supervisor. Altering, falsifying, or tampering with time records, or recording time on another employee's time record will result in disciplinary action, up to and including termination.

204 OVERTIME (amended on 7-1-19)

Non-Exempt Employees who work over 40 hours in a work week are paid overtime at a rate of one and one-half times their regular hourly rate. Overtime is based on hours actually worked and does not include holidays, leave time or any other non-working time. Employees may only work overtime with the prior authorization of their supervisor. Although supervisors may ask for volunteers to work overtime when possible, if there are no volunteers or a particular employee is needed to perform the work, employees may be required to work overtime.

Overtime is paid at time and a half for non-exempt employees (hourly employees), for every hour worked, employee receives payment for 1.5 hours. However, due to budgetary constraints a non-exempt employee who works overtime will be on compensatory time. Meaning he/she will be given time off at a rate of 1.5 hours for every hour worked.

Subject to the limitations and exceptions set forth below, overtime at the rate of time and one-half will be earned by non-exempt employees who are required to work more than forty (40) hours during the work week. Comp time is at the supervisor's discretion and must be pre-approved prior to the event occurring.

All exchange time must be requested by the supervisor and not the employee. Supervisor must keep a log documenting the exchange time in advance, dated and signed by the employee and the supervisor.

Overtime: Due to budgetary constraints, overtime monetary compensation is discouraged and to be used in extenuating circumstances with prior supervisor approval. Compensation for overtime shall be made by granting compensatory time off at a rate of one and one-half hours (1.5) for each hour of overtime worked. Compensatory time off shall be used within the same pay period earned or the week following the pay period, if the time accrued occurs during the second week of the pay period. If the supervisor determines compensatory time off during the week following the week it is earned would be disruptive to the operations of the district, such compensatory time off may be taken as soon as is reasonably possible thereafter. Comp time is not offered to offset missing work hours.

Exchange time is applied when an exempt employee is needed to work on a non-work day, i.e. weekend, holiday. Exchange time is at a ratio of one hour for one hour. A log must be kept by the supervisor and signed and dated by the supervisor and employee to account for exchange time. Exchange time must be requested by the supervisor and not the employee and utilized in extreme emergencies and/or extenuating circumstances. By enlarge, exempt employees work as many

hours as it takes to get the job done for no additional pay and/or exchange time. When a supervisor is considering exchange time for an exempt employee, he/she will consider the impact of the employees' absence to the respective program and/or the services provided by the employee. Application of exchange time shall be the exception and not the rule.

Flex time is used when employee's services are needed during time off and in return they take time off when they choose and is pre-approved by the supervisor. The flex time is one hour for one hour. A log must be kept to account for flex time. This is applicable to the Partners for Success Program and Laguna Acoma Connections.

205 Compensating employees for other services: (New Policy) 7/1/20

LDoE employees cannot be independent contractors.

- Non-exempt (classified) employees, as per the Fair Labor Standards Act (FLSA), must be compensated at time and a half (1.5) for each hour worked beyond their 40 hours.
- As long as we pay non-exempt employees time and a half of their hourly rate, we can use non-exempt employees for additional services.
- Non-exempt employee must be 'off the clock' to get paid for additional services. They can work outside the duty day or if during duty day put in for "Paid Time Off". Non-exempt employees get paid overtime if they have been physically present for 40 hours during the regular work week (Saturday thru Friday).
- To pay an LDoE employee for additional work, we do not create a Purchase Order (PO), we submit an invoice.

206 MEAL PERIODS

Full-Time Non-Exempt Employees are provided a 30-minute unpaid meal period every workday. During this meal period, employees are relieved of all duties. Employees are not permitted to work through their meal periods in order to arrive late at work or leave early, except as authorized by their supervisor for specific needs.

207 WORK YEARS AND SCHEDULES

Work years and schedules vary throughout the Laguna Department of Education depending on operational needs, and Program Directors/Principals will advise employees about their individual work schedules. Staffing and operational needs may necessitate variations in starting and ends times, as well as variations in the total hours scheduled each day and week.

In general School Year Employees follow a 186-day calendar and Year-Long Employees follow a 240- day calendar. These calendars are approved by the Board of Education.

LES/LMS faculty and staff are generally expected to arrive on campus with enough time to park and be at their duty stations ready to work by 7:30 a.m. and remain on campus until 4:00 p.m. every workday. On delayed start school days, teachers and other instructional staff are generally expected to arrive as close to the regular start time as feasible. See Section 801 for information about emergency closings.

208 STAFF MEETINGS

LES/LMS faculty and staff are expected to attend all meetings scheduled by the Principal. Any

exception must be approved in advance by the Principal and the faculty/staff member is responsible for and expected to obtain any information provided at the meeting. An agenda and sign-in sheet are provided at meetings; and minutes of staff meetings are kept on file in the Principal's Office.

SECTION D – INSURANCE AND OTHER BENEFITS

The Laguna Department of Education offers a wide range of insurance and benefits. Eligibility for insurance and other benefits are based on a variety of factors. Some insurance and other benefits require employee contributions. This section provides basic information about insurance programs and eligibility. For more comprehensive information about insurance benefits and eligibility, including summary plan descriptions, please contact the Executive Director of Operations.

The Laguna Department of Education reserves the sole discretion to add, change or drop insurance programs at any time.

301 RETIREMENT PLAN

The Laguna Department of Education has established a retirement plan for eligible employees. Eligible employees may contribute a percentage of their pay (pre-tax) to the retirement plan on a voluntary basis. The LDoE will match an employee's contribution up to a maximum of five percent (5%) of the employee's annual salary. Please contact the Executive Director of Operations for more information about the retirement plan.

302 HEALTH AND DENTAL INSURANCE

The Laguna Department of Education provides eligible Employees with access to medical and dental insurance benefits effective beginning their first day of employment. Eligible employees contribute to the cost of their insurance through regular payroll deductions. Employees may add dependent coverage at their own expense.

Employees who terminate their employment or who experience other "qualifying events" under the law (including in some cases, a reduction of hours), may be eligible to continue their health insurance at their own cost for a period of time through COBRA (Consolidated Omnibus Budget Reconciliation Act) coverage. Please contact the Executive Director of Operations for more information about health/dental insurance coverage and COBRA benefits.

303 LIFE INSURANCE

The Laguna Department of Education provides eligible Employees with basic term life insurance equal to two times the employee's annual salary. Please contact the Executive Director of Operations for more information about the life insurance plan.

304 SHORT-TERM AND LONG-TERM DISABILITY INSURANCE

The Laguna Department of Education provides eligible Employees with short-term and long-term disability insurance, which provides income for employees who are unable to work because of a qualifying disability due to injury or illness. The Executive Director of Operations will discuss the details of short-term and long-term disability insurance and related issues with employees upon request or whenever an eligible employee requests leave for short-term or long-term disability. See also Section 407.

A. Short-Term Disability -- Short-term disability insurance provides an employee with sixty percent (60%) of his/her basic weekly earnings for up to six months. There is a seven-day waiting period for disability due to illness and no waiting period for disability due to injury. Disabilities covered by workers' compensation are excluded from coverage.

B. Long-Term Disability --Long-term disability insurance provides an employee with income when they are experiencing a long-term absence from work. Long-term disability coverage begins after a disability lasting six months and extends until age 65. Pro-rated benefits are available beyond age 65.

305 TERMINATION OF INSURANCE COVERAGE

1. An employee who is not eligible for FMLA and is on leave without pay for four weeks consecutively or longer will be held responsible for paying the full amount of the insurance premiums. A payment plan will be developed in coordination and prior to the absence with the Finance Department. Failure to pay for the insurance premiums in full by the Monday (of the 5th week) following the four weeks of being absent will be dropped from coverage. Employee will be notified in writing that the insurance coverage will be dropped effective Monday of the 5th week of being absent. (7/1/19)
2. Once an employee leaves the district, his/her insurance coverage will terminate at the end of the month of the termination date. Any premiums paid by the employee will be reimbursed for the month. The Human Resources Department will inform the employee of the COBRA eligibility once employee has indicated he/she will be resigning.

306 Benefits coverage date and expiration date: (New Policy) 7/1/20

An employee's benefits coverage starts on their official start date. An employee's benefits expire at the end of the month of their official last work day.

307 SECTION 125 PLAN

Employees are offered other insurances and benefits on a pre-tax basis by a department-selected vendor as allowed under the laws of the IRS. Employees may elect to select additional benefits under this plan but will incur the cost of these added benefits through payroll deduction.

308 WORKERS' COMPENSATION INSURANCE

Employees are covered by the Laguna Department of Education's workers' compensation insurance at no cost. Workers' compensation covers only work-related injuries and illnesses, and does not cover injuries or illnesses that occur during an employee's voluntary participation in any off-duty recreational, social or athletic activity sponsored by the LDoE. There are also exclusions for injuries incurred as a result of certain employee misconduct, including intoxication. See also Section 507.

309 Return to Work with No Restrictions: (New Policy) 7/1/20

An employee returning to work after an extended illness and/or injury, will provide a doctor's note, releasing the employee to return to work, to the immediate supervisor in advance. If the note indicates some restrictions; then the supervisor, HR Director and a third neutral party (i.e. principal, director) will meet and make a determination, based on their duties and responsibilities, if the employee may return to work. Facilities and Maintenance staff must have a doctor's note stating: able to return to

work with no restrictions. Facilities and Maintenance staff must have no restrictions in order to return to work.

310 EDUCATIONAL ASSISTANCE

The Laguna Department of Education recognizes that the skills and knowledge of its employees are critical to the success of the Department. The LDoE has an educational assistance program that encourages employee learning and development.

The Program Director/Principal has the discretion to pay for staff development activities such as workshops, classes or training programs, contingent upon available funds.

Employees are required to obtain prior approval of the Executive Director of Operations. With prior approval, employees may request payment for individual courses or courses that are part of a degree, licensing, or certification program related to their current position. Employees should contact the Program Director/Principal and the Executive Director of Operations for more information about available educational assistance. Approval of educational assistance is at the sole discretion of the LDoE.

The LDoE invests in educational assistance with the expectation that the investment will be returned through enhanced job performance. If an employee voluntarily resigns their employment within one year of their last educational assistance payment, he/she will be required to repay up to 100% of the original payment. Employees are required to sign a written agreement agreeing to this condition upon approval of an educational assistance payment.

Educational Assistance may be prepaid at the beginning of the employee's course of study. Continuation of Educational Assistance is contingent upon official documentation of satisfactory course completion with a grade average of no less than a 3.0 on a 4.0 scale. Should employees fail to meet the 3.0 GPA threshold, no further assistance shall be given.

311 Domestic Partner Coverage

Laguna Department of Education (LDoE) is committed to providing equal employment and educational opportunities to all individuals. Therefore, the Laguna Department of Education, effective 7/1/2016, will provide equal employment benefits to employees with a domestic partner of the same or opposite gender. All LDoE employees that have a domestic partner as defined below shall be eligible for Medical, Dental, Vision, Supplemental Life and Voluntary AD&D insurance benefits, Bereavement Leave, Family and Medical Leave, and COBRA benefits. Qualifying events for COBRA include the employee's death, termination or reduction in hours. Separation is not a qualifying event (as there is no legal marriage).

Domestic Partners

The LDoE defines domestic partners as two (2) individuals who live together in a long-term relationship of indefinite duration. There must be an exclusive mutual commitment similar to that of marriage, in which the partners agree to be financially responsible for each other's welfare and share financial obligations.

Qualifying Criteria

To be recognized as domestic partners by the LDoE, both individuals must meet all of the following criteria, sign an Affidavit of Domestic Partnership form, and submit any necessary documentation to the Employee Benefits Department.

1. Neither partner is currently married or legally separated.
2. Domestic partners must have been in a mutually exclusive relationship for the last twelve

- (12) months, intending to do so indefinitely, and must share the same primary residence.
3. Domestic partners must meet the age requirements for marriage in New Mexico and be mentally competent to consent to contract.
 4. Domestic partners must not be related by blood to the degree prohibited in a legal marriage in
 5. Domestic partners must be jointly responsible for the common welfare of each other and share financial obligations. An Affidavit of Domestic Partnership form signed to that effect and proof of three (3) of the following must be submitted to the HR Department:
 - a. A joint mortgage or lease.
 - b. Joint ownership of a motor vehicle, joint bank account, or joint credit account.
 - c. Domestic partner named as beneficiary of life insurance.
 - d. Domestic partner named as beneficiary of retirement benefits.
 - e. Domestic partner named as primary beneficiary in the employee's will.
 - f. Domestic partner assigned durable property or health care power of attorney.
 - g. Household expenses are shared by both parties.

Providing false information may result in loss of benefits, and disciplinary action, up to and including termination, and reimbursement of all liability including, without limitation, taxes, penalties, losses, reasonable attorney's fees and all cost involved in providing benefit coverage (premiums, claims, etc.).

Termination of Domestic Partnership

Individuals granted domestic partnership status must report any change in status that terminates the relationship to the Human Resources Department within thirty (30) calendar days, by completing a Termination of Domestic Partnership form.

Qualifying as a Child Dependent of Domestic Partners

The child of a domestic partnership qualifies as an eligible dependent provided that:

- a. Either of the domestic partners is the biological parent of the child.
- b. Either or both partners are adoptive parents of the child, or
- c. The child has been placed in the domestic partner's household as part of an adoptive placement, legal guardianship, or by court order (excludes foster children).

A valid birth certificate must be provided for the eligible child prior to enrollment of benefits. Exclusions;

Except for the eligible individuals described above, the following persons are not covered by Domestic Partner benefits and are **not considered eligible** dependents: parents, foster children, ex-spouses and ex- domestic partners, mere roommates, and other relatives who are related to the LDoE employee to such degree of closeness that marriage would be prohibited in the State of New Mexico.

Tax Consequences of Domestic Partner Coverage

Under federal tax law, if a domestic partner does not qualify as a tax dependent as defined below, then the fair market value of the premiums will be included in the employee's gross income, subject to federal and state income tax withholding and employment taxes, and will be reported on Form W-2.

A same-sex or opposite-sex domestic partner can qualify as a tax dependent under the Internal Revenue Code Section 152(a) if:

- a. The employee's home is the domestic partner's principal home; and
- b. The domestic partner is a member of the employee's household; and
- c. The domestic partner receives more than half of his or her support from the

employee. Support includes food, shelter, clothing, medical and dental care, education and the like. IRS Publication 501 provides a worksheet.

Enrollment

Employees may enroll a qualified domestic partner/child within 30 calendar days from date of hire if all requirements are satisfied. Applications received after the deadline will be refused, and the eligible partner/child may enroll only during open enrollment, or if the partner/child loses insurance coverage *involuntarily*. If the employee has insurance coverage, s/he may add a partner/child during switch enrollment to *existing* health plans. If domestic partner is not an employee of LDoE, the employee would bear the cost associated with additional coverage as per LDoE policy.

Affidavit of Domestic Partnership

Forms are available from the HR office and must be notarized and require proof of qualifying factors as stated above.

Termination of Domestic Partnership

Forms are available from HR office and HR must be notified immediately if conditions change.

SECTION E – LEAVE BENEFITS

401 PAID TIME OFF (Amended 7-1-19)

Paid Time Off (PTO) leave is available to eligible employees to provide opportunities for rest, relaxation, personal/family illness and other personal matters. For the purposes of this policy, leave for pregnancy- related reasons is treated like any other medical condition. PTO combines annual, medical/sick, personal and religious leave. All Regular Full-Time Employees are eligible to earn and use PTO as described in this policy. Regular Part-Time Employees are eligible for PTO on a pro-rated basis (based on a 40-hour week for full-time).

PTO may be used in minimum increments of thirty minutes. Employees must request approval to use PTO for planned absences by submitting a Request for Leave form to their supervisor at least five (5) business days in advance. Requests will be authorized by the Principal, Director or Executive Director of Operations and will be based on a number of factors including operational needs and staffing requirements. In the case of an unexpected illness or other emergency, employees must request PTO verbally as soon as possible, but no later than one (1) hour before the start of their workday/shift. In such cases of verbal approval, the leave shall be put into the leave system immediately upon return of the employee or may be put into the leave system by the Director/Principal or designee.

Unscheduled use of PTO is monitored. Employees with excessive unscheduled PTO absences or who fail to obtain prior approval for PTO use when possible may result in disciplinary action and/or possible loss of pay.

The LDoE reserves the discretion to require documentation for all absences. Documentation such as a doctor's note for illnesses or other proof of emergency may be required if PTO absences are excessive.

PTO is paid at the employee's base pay rate and does not include shift differentials, incentives or stipend pay. PTO is not included in the calculation of hours for overtime purposes.

The amount of PTO employees accrue is determined by their work year and job classification as shown in the following chart.

PTO (Paid Time Off) for Extended Contracts (7/1/19)

Personnel working extended contracts, i.e. counselors, will accrue an additional allocation of PTO, as per current chart designating the PTO, if they work an additional 10 days. If working less than 10 days, then the PTO allocation will be prorated.

Year Long Employees (based on an 8 hour day and 26 pay periods a year). School Year Employees (based upon an 8-hour work day over 19 pay periods). Part-Time Employees are pro-rated.

	PTO Hours Per Pay Period	PTO Days Per Pay Period	Accrued PTO	Pay Periods	Months	Maximum Days Allowable
Licensed Certified Staff	5.053	0.632	12	19	9.5	40
Coordinators, Non-Certified Staff	6.462	0.808	21	26	12	40
Principals, Directors, Mid-Level Managers/Coordinators	8.000	1.000	26	26	12	40
Executive	9.538	1.192	31	26	12	40

Job Assignment	Facilities	Maint	Assistant, Accounting, DEC Teacher Asst w-cert		Assistant, Accounting, DEC Prog Teacher or Teacher Asst w-AA		Executive Assistant, Accountant, Teacher w- Prov/Lic, DEC Prog Teacher w-BA		Teacher, Counselor	Teacher, Counselor	Teacher, Counselor	Coordinator	Manager I	Manager II, Prg Coach	Program Director, Principal	Executive Directors, Director of Finance
Contract	240 day	240 day	186 day	240 day	186 day	240 day	186 day	240 day	186 day	186 day	186 day	240 day	240 day	240 day	240 day	240 day
PTO Accrual	6.462	6.462	5.053	6.462	5.053	6.462	5.053	6.462	5.053	5.053	5.053	6.642	6.642	6.642	8.000	9.538
	40 max	40 max	40 max	40 max	40 max	40 max	40 max	40 max	40 max	40 max	40 max	40 max	40 max	40 max	40 max	40 max

Employees who reach the maximum PTO accrual will not continue to earn PTO until their accrual falls below the maximum amount. Employees also do not earn PTO when they are on unpaid status.

Employees are required to utilize any available PTO concurrent with FML leave until exhausted, with the balance of FML leave being unpaid. PTO does not accrue during FML, disability or unpaid leave. See also Section 403.

401-A LEAVE PAY OUT (New Policy) effective July 1, 2021)

- 2. Accrued Leave Payout Policy:** Accrued Paid Time Off (PTO), up to a maximum of 320 hours, will be paid upon termination of employment at the employee's current hourly rate utilizing the leave pay out percentage table below. PTO will be paid upon successful completion of the check-out process which includes submittal of the completed Check-Out Form to the Human Resource Director/Designee.

LDOE Years of Service	Percent of Hourly Rate to be Paid
0 – 5 years	33%
6 – 9 years	36%
10+ years	40%

402 BEREAVEMENT LEAVE

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor as soon as possible. Paid time off up to four (4) days may be granted to allow the employee to attend the funeral and make any necessary arrangements associated with the death.

Adopted by LDoE Board of Education June 15, 2022

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available PTO for additional time off as necessary.

The Laguna Department of Education defines "immediate family" as father, mother, brother, sister, daughter, son, husband, wife, direct in-laws, step-mother, step-father, step-brother, step-sister, step-child, half-sister, half-brother, grandfather, grandmother, grandson, and granddaughter.

Employees who wish to take time off due to a death outside of the immediate family may request to use PTO, if available, or request unpaid leave.

403 FAMILY MEDICAL LEAVE ACT

Employees may take family and medical leave (FML) under the Laguna Department of Education's policy when they meet all of the eligibility requirements. This policy sets forth several rules that will be applied uniformly to all employees who may be eligible for FML. Please see the Executive Director of Operations for more information.

A. Eligibility and Types of Leave

Employees who have been employed for at least 12 months and have worked at least 1,250 hours in the previous 12 months are eligible for FML.

There are two types of leave and eligibility periods as described below.

1. 12-Month Period for Birth, Adoption or Foster Care; Serious Health Condition Purposes; Qualifying Exigency

There is a 12-month eligibility period for up to 12 weeks of FML taken for the following qualifying purposes:

- a. Birth and care of the newborn child of the employee;
- b. Placement with the employee of a son or daughter for adoption or foster care;
- c. Care for an immediate family member (spouse, child, or parent) with a serious health condition;
- d. Medical leave when the employee is unable to work because of a serious health condition; or
- e. Qualifying exigency leave for an employee whose spouse, child or parent is a regular member of the Armed Forces on covered active duty deployed to a foreign country or a reserve member of the Armed Forces (including National Guard) on covered active duty deployed to a foreign country under call or order to active duty in a contingency operation.

The 12-month period used to determine employee eligibility for FML for the purposes described above shall be a rolling 12-month period measured backward from the date an employee uses FML leave.

When both employees work for the LDoE and are eligible for FML, leave for purposes of birth/care of a newborn child; placement of a child for adoption or foster care; or care of a parent is limited to a total of 12 weeks for both employees (although they may use any of their remaining leave entitlement for other FML purposes).

2. 12-Month Period for Military Caregiver Leave

There is a separate 12-month period for employees eligible for military caregiver leave of up to 26 weeks. Such leave may be taken to care for a spouse, child parent or next of kin of an eligible service member with a serious injury or illness. This leave is calculated from the first day that leave is taken for this purpose and does not track the employer's designated 12-month FML tracking period as described above. Any military caregiver leave that is not taken within the specific 12-month period is forfeited. This leave period may overlap with the usual 12-month leave period designated in section A.1 above and in certain circumstances this may impact the employee's eligibility to take other types of FML leave.

B. Intermittent/Reduced Leave Schedule

In certain circumstances, employees may be able to take FML on an intermittent or reduced leave schedule when medically necessary. See the Executive Director of Operations for more information.

C. Instructional Employees

There are special rules that apply to FML leave for instructional employees who request intermittent/reduced leave schedule or who request FML near the end of a school term. Instructional employees include employees whose principal responsibility is to instruct students, including but not necessarily limited to teachers, coaches and special education assistants. See the Executive Director of Operations for more information.

D. Notice by Employee

Employees requesting FML shall provide at least 30 days' notice to the Director of Human Resources whenever the need for such leave is foreseeable. The employee shall provide appropriate medical certification (or other certification appropriate to the particular request) supporting the leave request. If the need for leave is not foreseeable, the employee must give as much notice as possible.

When a supervisor or the Executive Director of Operations has reason to believe that an employee is or will be absent for an FML-qualifying purpose, he/she shall request the appropriate information from the employee to determine the employee's eligibility for FML.

Employees are required to check in with their supervisor or the Executive Director of Operations periodically, on a scheduled determined with the supervisor or Executive Director of Operations, while out on FML.

E. Coordination with Other Leave

When leave is taken that qualifies both as FML and as another type of permitted leave, the employee shall use FML and the other type of leave concurrently, provided that the employee meets all of the eligibility requirements for each type of leave. Types of leave that shall run concurrently with FML include, but are not necessarily limited to: PTO, disability leave, unpaid leave of absence, and absence for work-related injuries. Once any applicable paid leave is exhausted, the balance of FML leave shall be unpaid.

F. Continuation of Health Insurance

The LDoE will continue to pay its portion of an employee's health insurance during FML leave as provided the employee is current with their remittance of their portion of the payment. Employees are responsible for remitting payment for any dependent coverage on a schedule to be determined with the Executive Director of Operations. In certain circumstances, if an employee

1 fails to return to work following FML, he/she may be required to reimburse the LDoE for the cost
2 of health insurance paid on his/her behalf during FML.
3

4 **G. Return to Work and Fitness for Duty Certificate**

5

6 Before returning to work, employees taking FML for their own serious health condition, an
7 employee shall submit a certificate from a licensed physician indicating that they are able to
8 return to work and perform the essential functions of the position.
9

10 Employees are generally requested to provide at least two weeks' notice prior to returning to
11 work after FML. In general, employees will be returned to their prior position, if available, or an
12 equivalent position for which the employee is qualified.
13

14 **404 MILITARY LEAVE**

15

16 Employees will be granted a leave for military training or service upon request. Whenever
17 possible, employees are expected to provide advance notice and a copy of their orders.
18 Employees may utilize any available PTO until it is exhausted. PTO does not accrue during
19 absences for military leave. For more information about military leave, please see the Executive
20 Director of Operations.
21

22 **405 JURY DUTY: Revision 7/1/20**

23

24 Employees are encouraged to fulfill their civic responsibilities by serving jury duty when
25 required. In cases where jury duty would create serious operational difficulties, either the Laguna
26 Department of Education or the employee may request that the employee be excused from jury
27 duty.

28 Employees will be paid their regular pay during jury duty that occurs on work days in any one
29 year period. Employees must turn over their jury duty pay for these days, less any mileage and/or
30 meal expenses.
31

32 Employees are required to provide appropriate documentation of their jury duty to their
33 supervisor. If an employee is excused from jury duty during the workday, he/she is expected
34 to report to work.
35

36 Employees continue to receive all benefits and PTO continues to accrue while an employee is on
37 approved jury duty.
38

39 **406 VOTING LEAVE**

40

41 Employees are encouraged to fulfill their civic responsibilities by voting in elections. Generally,
42 employees should be able to find time to vote either before or after their regular work hours, but
43 in extenuating circumstances, the Laguna Department of Education may grant up to two hours of
44 paid time off to vote.
45

46 Employees should request voting leave at least two workdays prior to the election and provide the
47 reason why he/she cannot vote before or after work hours. The LDoE reserves the right to deny
48 voting leave requests for operational reasons.
49

50 Employees who are approved for voting leave are required to submit a voter's receipt to their
51 supervisor upon their return to work. Failure to provide documentation will result in the time
52 being unpaid for Non- Exempt Employees, and may result in disciplinary action.

407 OCCUPATIONAL DISABILITY/INJURY LEAVE

An employee who suffers a work-related injury or illness and is approved for workers' compensation benefits is considered to be on occupational disability/injury leave. The Laguna Department of Education will pay the employee up to seven days until workers' compensation begins, with appropriate documentation from a physician. Occupational disability/injury leave runs concurrent with Family and Medical Leave, if applicable.

408 PROFESSIONAL LEAVE

The Laguna Department of Education encourages employees to participate in career development activities. Leave for participation in meetings, training, courses, conferences, or other professional activities related to an employee's work may be granted at the discretion of the Superintendent.

Whenever possible, professional leave should be requested in writing on the appropriate form at least two weeks in advance of the date of the proposed activity.

Professional leave may be paid or unpaid, depending on the circumstances. Generally, expenses for activities required by the LDoE will be paid. Based on the availability of funds and other considerations (including but not limited to the cost of the activity and its value to the employee and the LDoE), some or all of the expenses for activities requested by an employee may be paid or reimbursed by the LDoE. See also Section 307.

409 PROFESSIONAL DEVELOPMENT: New Policy 7/1/20

All employees must be employed for a minimum of six (6) months prior to receiving any out-of-district training/professional development, unless it is a requirement of the job.

It is the desire of Laguna Department of Education (LDoE) to encourage additional education for all who wish to pursue it. However, additional educational opportunities must be balanced with program needs. As such:

- Staff who wish to take courses that are not required for their current job must take Paid Time Off (PTO). Coursework must be (1) online courses or (2) courses that do not impact the classroom or budget (i.e. subs).
- Staff who are required to take courses or wish to take courses that further their education to benefit LDoE must take (1) online courses or (2) courses that do not impact the classroom or budget (i.e. subs).
- Staff who are required to take coursework for a job requirement or who are taking coursework to benefit LDoE can use Professional Development (PD) up to a max of 16 hours/semester; thereafter staff must use PTO.
- Staff must report mid and final semester grades which show a passing grade in order to continue to utilize PD hours.
- Staff who use LDoE funds to pay for additional coursework will need to commit to working at LDoE for 1 year from receipt of each fund disbursement.

409-A SUBSTITUTE TRAINING COMPENSATION (effective 7-1-21)

Compensation for mandatory Substitute Teacher Training. Substitute teachers will be compensated, as per the substitute pay schedule, for mandatory training time required of substitutes. If a substitute is required to attend a workshop, LDOE will pay the registration fee, per-diem rate and substitute will be compensated for their time in accordance with LDOE policy.

410 TRIBAL APPOINTMENT/CULTURAL ACTIVITIES LEAVE

A leave of absence without pay may be granted by the Superintendent to an employee who is elected or appointed to a position within the Pueblo of Laguna which would require the employee to fill the position on a full-time basis. A leave of absence may be granted up to the initial term of office. An employee returning to work after a Tribal appointment leave of absence will be returned to their former position, if possible. If the position no longer exists, the employee will be assigned to a comparable position for which he/she is qualified if there is a vacancy. Otherwise, the LDoE has no further obligation to reinstate the employee.

The Laguna Department of Education encourages and supports activities which perpetuate the cultural, religious and ceremonial activities of the Pueblo of Laguna. An employee may request Paid Time-Off (PTO) Leave or Leave-Without-Pay, to attend and participate in cultural, religious or ceremonial activities.

The approval of leave for employees will depend on the workload of the employee and whether the employee's absence will adversely affect program operations. Management is encouraged to favorably consider requests from employees to enable participation in bona fide Pueblo of Laguna cultural, religious or ceremonial activities.

Employees in Roles as Traditional Leaders (7/1/19)

In the interest of the preservation and promotion of the practice of Laguna Pueblo's religious ceremonies, cultural activities and traditional governmental roles, leave with pay will be granted to employees who are currently serving as a Pueblo of Laguna War Chief; bona fide (genuine and verifiable) traditional Religious Leader, Cane bearing Staff Officer or Mayordomo within the six (6) villages.

The approval of leave for employees serving in these roles will depend on the workload of the employee and whether the employee's absence will adversely affect operations. Management is encouraged to favorably consider requests from employees serving in these roles.

1. Current War Chiefs may be allowed up to 360 hours of paid leave each calendar year for religious ceremonies and activities within the six (6) villages.
2. Former War Chiefs substituting for an elected War Chief may be allowed 80 hours of paid leave each calendar year for religious ceremonies and activities that occur within the six (6) villages.
3. Cane bearing Staff Officers may be allowed up to 80 hours of paid leave each calendar year to perform duties associated with the position.
4. Mayordomos may be allowed up to 80 hours of paid leave to perform duties associated with the position each calendar year.
5. Religious leaders within each of the six (6) villages may be allowed up to 200 hours of paid leave each calendar year for religious ceremonies and activities within the six (6) villages.

Employees requesting leave under this policy must submit leave requests at least two (2) weeks in advance or as soon as the event or activity is announced in Tribal Council or the respective village. All leave requests must be approved by the director or principal within three (3) business days of submission of the request. If the leave request is denied, employees may appeal to the Executive Director of Operations and the Superintendent. A final decision will be provided to the employee within five (5) business days from the date that the leave request was originally submitted.

Once all paid religious leave has been exhausted, employees may use their accrued PTO or leave

without pay. Employees who are not eligible for paid religious leave may use their accrued PTO or leave without pay to participate and/or prepare for traditional religious ceremonies. (7/1/19)

Leave without pay granted under this policy will not adversely affect employees nor be calculated and included in the application of Policy 684 Leave Without Pay.

411 UNFORESEEN/EXTENUATING EMERGENCY LEAVE POLICY (New Policy) 7/1/20

Unforeseen/Extenuating Emergency Leave is available to an employee when the District has determined that an unforeseen or extenuating emergency exists, which includes a health and safety emergency.

This action is taken when the temporary closure of partial or all programs under the umbrella of the district is required. When Unforeseen/Extenuating Emergency Leave is granted to an employee, the employee will receive compensation in the amount ordinarily due to the employee during a given pay period. Depending on the duration of the emergency, adjustments to the compensation pay may be implemented to include Furlough and/or a Reduction in Force, please reference the Furlough/RIF Policy in the Employee Handbook. Changes to compensation shall be communicated to affected employees ten days in advance.

Due to the need to continue to operate the school during an Unforeseen/Extenuating Emergency, an employee may be required to perform on or off-site work while the school is temporarily closed. Each Director/Principal is hereby given the authority to make these determinations on behalf of each employee under her/his direction. On or off-site work schedules and schedule adjustments shall be made at the discretion of each Director/Principal, which will require the approval of the Human Resources Director and Superintendent. Directors/Principals will continue to exercise the authority to modify their determinations for each employee on a case by case basis. Duties, responsibilities and role of the respective position will be taken into consideration when making the determination of working on-site or from home. In an **Unforeseen /Extenuating Emergency**, for example; a pandemic, LDOE reserves the right to create an abbreviated/modified work schedule for identified essential staff.

Safety of our employees is paramount and is to be taken into consideration when making these decisions. If an employee feels that leaving their home would put them in direct harm, they shall notify their supervisor in writing.

If an employee disagrees with their supervisor's decision, the employee will have the option to take PTO or Leave without Pay until further notice from their supervisor.

412 ADMINISTRATIVE LEAVE

The Laguna Department of Education may grant paid administrative leave in specific circumstances not addressed elsewhere in LDoE policies. Granting administrative leave for any absence is at the sole discretion of the LDoE.

413 PERSONAL LEAVE OF ABSENCE

A personal leave of absence without pay may be granted to an employee for up to five days in a work year. A request for a personal leave of absence should be made by the employee in writing, stating the precise nature of the request to his/her supervisor. The supervisor shall consult with the Superintendent and Operations' Director in deciding whether to grant the request. Granting a personal leave of absence is at the sole discretion of the Laguna Department of Education and is granted for extenuating circumstances only.

EMPLOYEE EARLY DISMISSAL: (7/1/19) 29

1. Employees present on a workday when employees are dismissed early are not charged with any type of leave. Employee must be present at work to be eligible for the early dismissal. Employees absent on an early dismissal day are not eligible to have the early dismissal time deducted from their leave and will be charged with a full day of leave.
2. If an employee is not at work during the time the Paid Administrative Leave was granted, whether on approved leave or not scheduled, they are not eligible for Paid Administrative Leave.

414 Leave Without Pay Policy (7/1/19)

1. An employee who is on Leave Without Pay status for a period of more than eight (8) hours within one pay period does not accrue PTO during that pay period.
2. An employee who is on approved FMLA, Disability Leave or Worker Compensation will not accrue PTO during the approved leave.

Leave Without Pay (LWOP)

An employee submitting hours for LWOP after they have already utilized 40 hours of LWOP within the current school year must submit a LWOP written request, stating the precise nature of the request to his/her immediate supervisor. The supervisor shall consult with the Executive Director of Operations and the Superintendent in deciding whether to grant the request. **Excessive use of LWOP may result in disciplinary action which may include termination.**

415 Leave Requests Prior to a Holiday (new policy, 7-1-22)

Direct student instructional program (DEC, LES & LMS) employees are required to work the day before and the day after a holiday. Only two leave requests from each direct student instructional program will be approved for leave on the day before or after a holiday. The two individuals approved for leave on one holiday will not be eligible to submit leave on other holidays. Certain extenuating circumstances will be considered on a case by case basis i.e. family emergency, death in the family, illness (physician's note required) etc.

The program director/supervisor for non-instructional programs (i.e. IT, Facilities & Maintenance, Administration) at their discretion, will approve or deny leave requests for the day before or after a holiday.

Leave requests must be submitted within thirty working days in advance and no later than five working days from actual leave day. Leave requests will be approved on a first come first serve bases.

SECTION F – EMPLOYEE CONDUCT

501 – PROFESSIONALISM

The program participants, the recipients of service for all the various programs, are among our organization's most valuable assets and are stakeholders in our quest for quality. Every employee represents LDoE to our community and to the public. The way we do our jobs presents an image of our entire organization. Our program participants, the Board of Education and the community judge all of us by how they are treated with each employee contact. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to each person with whom you come in contact as you perform all aspects of your position.

Individuals who wish to lodge specific comments or complaints should be directed to the Program

Director/Principal for appropriate action. Our personal contact with the public, our manners on the telephone, and the communications we send are a reflection not only of ourselves, but also of the professionalism of LDoE. Positive stakeholder relations not only enhance the public's perception or image of LDoE, but also reflect the values and mission of the organization and its employees.

Laguna Department of Education is committed to providing quality education to each child and participant in Laguna Department of Education programs. As a tribally controlled system of education, Laguna Department of Education pledges to not only meet the requirements and regulations governing each program, but to exceed state or national standards.

Laguna Department of Education employees will strive to achieve this goal using a proactive and positive approach with all students, participants and families.

502 ATTENDANCE

All employees are strongly encouraged to be present every day to ensure that students are engaged in learning and to ensure that the Laguna Department of Education runs smoothly. Absenteeism and tardiness place a burden on other employees and the LDoE, and detract from students' success. In the rare instances when employees cannot avoid being late to work or must be absent for a reason that could not be scheduled in advance, they are expected to personally notify their supervisor as soon as possible before the start of the workday. School employees are required to personally contact the School Principal. Notification of tardiness or absence after the start of the workday or by an individual other than the employee will only be accepted in an extreme emergency. The LDoE reserves the right to request appropriate documentation for all absences.

Employees should be aware that their attendance record is a factor in evaluations. Failure to follow absence reporting procedures, and excessive tardiness and absences are grounds for disciplinary action, up to and including termination. An employee who is absent without reporting for three consecutive work days shall be considered to have abandoned their position and will be terminated.

Programs/Schools do not maintain a full substitute pool, and therefore absences must be covered by in-house staff. In consideration of fellow employees, school employees are strongly encouraged to plan absences in advance whenever possible.

Staff are encouraged to attend student activities such as sporting events, presentations, performances, and academic competitions. There is no monetary compensation for attending such activities. However the

LDOE believes that it is an important way to show support for our students.

503 DRUGS AND ALCOHOL

The Laguna Department of Education is committed to maintaining a workplace that is free from the effects of drug and alcohol abuse. The LDoE strictly prohibits use, possession, distribution, sale or being under the influence of illegal drugs, unauthorized prescription drugs, alcohol, or any other mind-altering substance on any LDoE property, in LDoE vehicles, or while performing work for the LDoE, wherever the location.

Employees may possess and take prescription drugs prescribed for them by a medical practitioner. Employees are expected to inform their supervisor if they are taking any medication (over-the-counter or prescription) which may cause the employee to be a danger to themselves or others in performing their job duties, or which may otherwise interfere with the performance of their job duties. Employees who have concerns about substance abuse may consult with the

Executive Director of Operations, who will provide information about available community resources.

Violations of this policy may result in disciplinary action, up to and including termination, and/or required participation in a substance abuse rehabilitation or treatment program.

Any employee who performs work under a federal contract or grant is required to notify the Executive Director of Operations of a criminal conviction for drug-related activity occurring in the workplace within five days of the conviction.

A. Drug and Alcohol Testing

Employees are subject to drug testing for alcohol and drugs on a random basis, when there is reasonable suspicion that an employee has violated this policy; after an accident resulting in personal injury and/or property damage at work or while operating LDoE equipment; and periodic follow-up testing after a positive test. Employees who receive a positive test result are not eligible for workers' compensation benefits for any injury resulting from intoxication or impairment due to alcohol or drug use.

Employees are required to comply with any request to undergo drug and/or alcohol testing. Refusal to submit to a test, tampering with test results may result in disciplinary action, up to and including termination. Employees who receive a positive test will be placed on immediate suspension and may be subject to termination, based on the facts of the particular case.

All employees will receive a copy of the LDoE's drug testing procedure. Any questions about testing should be directed to the Executive Director of Operations. Testing results are confidential and will only be shared on a need to know basis.

B. Bona Fide Religious Practices

The Laguna Department of Education's drug and alcohol policy is intended to protect the safety of employees, students and property, and to ensure that the use of drugs and alcohol do not impair employees' performance. However, the LDoE recognizes that some employees engage in the use of drugs in connection with their bona fide religious beliefs and practices. In any such case, employees are required to comply with the following procedure:

1. An employee may not report for work or engage in any work activities for the LDoE within 24 hours of taking the drug. If the employee remains under the influence of the drug for a period longer than 24 hours, the employee shall not report for work until he/she is no longer under the influence of the drug.
2. If the above requirement means that an employee is going to be absent from work, he/she is required to notify the Executive Director of Operations of his/her intended bona fide religious use of a drug at least five work days prior to such absence, in order to allow time to make scheduling arrangements.
3. Any absence for work due to the use of drugs for bona fide religious purposes shall be deducted from the employee's PTO or shall be unpaid.

504 SMOKING

Smoking and the use of tobacco products on Laguna Department of Education property, or in LDoE vehicles is strictly prohibited. This includes the use of electronic cigarettes and devices. This policy applies to employees, students and visitors. Violation of this policy by employees

may result in disciplinary action, up to and including termination.

505 HARASSMENT AND SEXUAL HARASSMENT

Employees may not physically, psychologically, or verbally harass other individuals. Harassment is disruptive; can create an intimidating, offensive or hostile environment; damage morale, and negatively affect productivity.

Sexual harassment is also against Laguna Department of Education policy. Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and any other verbal or physical conduct of a sexual nature. Sexual harassment occurs when submission to or rejection of unwanted sexual conduct is used as the basis for employment decisions, or when unwelcome sexual conduct creates an intimidating, offensive or hostile working environment.

Examples of sexual harassment include, but are not limited to the following:

- Sexual touching, advances or propositions;
- Verbal abuse of a sexual nature;
- Graphic or suggestive comments about an individual's dress or body;
- Sexually degrading words to describe an individual; and
- Display in the workplace of sexually suggestive objects or pictures, including nude photographs.

If you believe you have been the subject of harassment because of the actions of a supervisor, another employee or a non-employee, immediately report the incident to your supervisor or the Executive

Director of Operations. Any supervisor who becomes aware of possible harassment is required to report the matter as soon as possible to the Superintendent and Executive Director of Operations.

All complaints will be investigated promptly. Confidentiality will be protected to the extent reasonably possible. Any employee or supervisor who is found to have engaged in harassment or discrimination against another employee will be subject to appropriate disciplinary action, up to and including, termination.

Retaliation against any employee for filing a complaint or participating in an investigation is prohibited.

506 WORKPLACE VIOLENCE

The Laguna Department of Education is committed to providing a workplace free of violence. All employees are expected to treat each other, students, parents, visitors and others with courtesy and respect. Employees shall not engage in fighting, "horseplay," threats, or any other intimidating or violent behavior. Employees are prohibited from bringing firearms, weapons, and other hazardous or dangerous materials onto LDoE property without prior authorization from the Superintendent.

Employees are expected to immediately report any threats, violent or unsafe behavior, or suspicious individuals immediately to their supervisor, Superintendent or Executive Director of Operations. All reports will be investigated. Retaliation against any employee for reporting a possible violation of this policy or participating in an investigation is prohibited.

507 WORKPLACE SAFETY AND ACCIDENT REPORTING

Maintaining a safe work environment requires the continuous cooperation of all employees.

1 Employees are expected to follow all safety rules and procedures, to exercise caution at all times,
2 and to report any unsafe conditions to their supervisor immediately. Employees are also expected
3 to complete all required safety training.
4

5 Any accident or injury at work, no matter how minor it may seem at the time, must be reported to
6 your supervisor immediately. Employees are expected to cooperate in completing necessary
7 forms and other requirements for the filing of reports and claims.
8

9 **508 CONFIDENTIALITY**

10 The protection of confidential information is vital to the Laguna Department of Education's
11 operations. Confidential information includes, but is not limited to most information about
12 students, program participants and families; personnel information; medical information;
13 compensation and other financial information. This does not include discussions with employees'
14 as to their own personal information.
15

16 Employees should take care not to discuss, disclose or share confidential information and
17 materials with unauthorized individuals, whether within or outside the LDoE. If an employee is
18 not sure whether particular information is confidential or should be shared with a particular
19 individual, he/she is expected to consult with his/her supervisor or other appropriate member of
20 management.
21

22 Employees who improperly disclose or use confidential information are subject to disciplinary
23 action, up to and including termination.
24

25 **509 COMPUTER AND INTERNET USE BY EMPLOYEES**

26 The Laguna Department of Education's computers, network and Internet access are provided to
27 support the educational mission of the schools. This policy and the accompanying rules also apply
28 to other school devices issued directly to employees (such as laptops and iPads), whether in use at
29 school or off school premises.
30

31 LDoE computers/devices, network and Internet services are provided for purposes related to
32 school programs and operations, and performance of employees' job responsibilities. Incidental
33 personal use of school computers/devices is permitted as long as such use: 1) does not interfere
34 with an employee's job responsibilities and performance; 2) does not interfere with system
35 operations or other system users; and
36 3) does not violate this policy and the accompanying rules, or any other policies, procedures or
37 rules. "Incidental personal use" is defined as use by an individual employee for occasional
38 personal communications which do not interfere or conflict with his/her job responsibilities.
39

40 Compliance with this policy and the accompanying rules is mandatory. An employee who
41 violates this policy and/or any rules governing use of LDoE computers/devices shall be subject to
42 disciplinary action, up to and including termination. Illegal use of LDoE computers/devices will
43 also result in referral to law enforcement.
44

45 The LDoE utilizes filtering technology designed to block materials that are obscene or harmful to
46 minors, and child pornography.
47

48 LDoE computers/devices remain under the control, custody and supervision of the school
49 department at all times. The LDoE reserves the right to monitor all computer/device and Internet
50 activity by employees, whether on or off school premises. Employees have no expectation of
51 privacy in their use of school computers/devices, network and Internet services.
52

Rules

Each employee is responsible for his/her actions and activities involving LDoE computers/devices, network and Internet services, and for his/her computer files, passwords and accounts. These rules provide general guidance concerning the use of LDoE computers/devices and examples of prohibited uses. The rules do not attempt to describe every possible prohibited activity by employees. Employees who have questions about whether a particular activity or use is prohibited are encouraged to contact their supervisor.

A. Access to School Computers/Devices and Acceptable Use

The level of employee access to LDoE computers/devices, network and Internet services is based upon specific job requirements and needs. Unauthorized access to secure areas of LDoE computers/devices and network is strictly prohibited.

All policies, school rules and expectations for professional conduct and communications apply when employees are using LDoE computers/devices, network and Internet services, whether in use at school or off school premises.

Employees are expected to check their LDoE email and the calendar at least twice each workday. Employees are expected to respond to emails promptly. Failure to check e-mail and calendars is not considered an acceptable reason for ignorance of directives, requests, and/or upcoming events.

B. Prohibited Uses

Examples of unacceptable uses which are expressly prohibited include, but are not limited to, the following:

1. Any use that is illegal or which violates this policy and/or other Board policies/procedures or school rules, including harassing, discriminatory, threatening or bullying/cyberbullying communications and behavior; violations of copyright laws or software licenses; gambling; etc. The LDoE assumes no responsibility for illegal activities of employees while using school computers/devices.
2. Attempts to disable or circumvent LDoE filtering/blocking technology. Employees who believe filtering should be disabled or made less restrictive for their own temporary, bona fide research or other lawful purposes should discuss the matter with their building administrator.
3. Any use involving materials that are obscene, pornographic, sexually explicit or sexually suggestive, harmful to minors, or intended to appeal to prurient interests.
4. Any communications with students or minors for non-school-related purpose; or allowing students to use employee computers or passwords.
5. Downloading “apps” without prior authorization.
6. Any use for private financial, commercial, advertising or solicitation purposes.
7. Any sending of email or other messages to groups of school employees (except in the performance of their duties as school employees) without permission of the Superintendent. Prohibited uses of the school’s message systems also include but

are not necessarily limited to:

- a. Solicitation of membership in any non-school-sponsored organization;
 - b. Advocacy or expression by or on behalf of individuals or non-school-sponsored organizations or associations;
 - c. Political or religious purposes;
 - d. Raising funds for non-school-sponsored purposes, whether profit-making or not-for-profit;
 - e. Selling articles or services of any kind, advertising or promoting any kind of business; or
 - f. Any communications that represent an employee's views as those of the school unit or that could be misinterpreted as such.
8. Any communication that represents an employee's personal views as those of the LDoE or that could be misinterpreted as such.
 9. Sending mass emails or messages to school users or outside parties for any purpose without the permission of the Superintendent.
 10. Any malicious use, damage or disruption of LDoE computers/devices, network and Internet services; any breach of security features; any failure to report a security breach; or misuse of computer passwords or accounts (the employee's or those of other users).
 11. Any attempt to delete, erase or otherwise conceal any information stored on an LDoE school computer/device that violates these rules or other policies or school rules, or refusing to return computers/devices or related equipment issued to the employee upon request.

C. Disclosure of Confidential Information

Employees are expected to use appropriate judgment and caution in communications concerning students and employees to ensure that personally identifiable information remains confidential, and is not disclosed, used or disseminated without proper authorization.

D. Employee/Volunteer Responsibility to Supervise Student Computer/Device Use

1. Employees and volunteers who use school computers/devices with students for instructional purposes have a duty of care to supervise such use and to enforce the LDoE policies and rules concerning student computer/device and Internet use. When, in the course of their duties, employees or volunteers become aware of a student violation or have a concern about student safety on the Internet, they are expected to stop the activity and inform the Principal.
2. Any allowed student use of direct electronic communications must be closely monitored.

E. Compensation for Losses, Costs and/or Damages

An employee is responsible for compensating the LDoE for any losses, costs or damages incurred by the school unit for violations of policies and school rules while the employee is using school unit computers/devices, including the cost of investigating such violations. The LDoE assumes no responsibility for any unauthorized charges or costs incurred by an employee while using LDoE computers/devices.

510 PERSONAL APPEARANCE

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the professional image the Laguna Department of Education presents to students, their families, and visitors.

During work hours or whenever representing the LDoE, employees are expected to present a clean, neat, and professional appearance. Employees are expected to dress and groom themselves in accordance with their job requirements and accepted social standards. This is particularly important for employees who have direct contact with students, families and other entities doing business with the LDoE.

The following guidelines apply to all LDoE employees:

- Shoes must provide safe, secure footing, and offer protection against hazards.
- Tank tops, tube or halter tops, spandex shorts or short shorts, and very short skirts may not be worn under any circumstances.
- Mustaches and beards must be clean, well-trimmed, and neat.
- Hairstyles are expected to be in good taste.
- Unnaturally colored hair and extreme hairstyles, such as spiked hair, do not present an appropriate professional appearance.
- Offensive body odor and poor personal hygiene is not professionally acceptable.
- Perfume, cologne, and after-shave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances.
- Jewelry should not be functionally restrictive, dangerous to job performance, or excessive.
- Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not professionally appropriate and must not be worn during work time.
- Torso body piercings with visible jewelry or jewelry that can be seen through or under clothing must not be worn during work time.
- Visible excessive tattoos and similar body art must be covered during work time.
- Visible hickeys must be covered during work time.

Supervisors are responsible for establishing any other dress and grooming requirements for particular positions. Supervisors have the discretion to require employees to leave work and take care of any inappropriate dress or grooming issues. Any such time for Non-Exempt Employees is unpaid. Repeated violations of dress and grooming expectations may result in disciplinary action. Employees are encouraged to consult with their supervisor if they have any questions about appropriate dress or grooming for work.

511 USE OF LDoE EQUIPMENT

Employees are expected to exercise care in the use of all Laguna Department of Education equipment. The following rules apply to the use of particular LDoE equipment.

A. Telephone and Mail Systems

Employees are expected to be courteous and professional in all their business telephone calls. It is understood that employees may occasionally need to make personal calls during work hours. Instructional staff are expected to make calls during times when they are not responsible for students. Any personal use of LDoE telephones is expected to be kept to a minimum. Employees are required to reimburse the LDoE for any long distance telephone calls.

Employees are not permitted to use LDoE mail systems for personal use. In addition, employees are not allowed to have personal mail or packages delivered to the LDoE.

B. LDoE-Issued Cell Phones

The Laguna Department of Education provides cell phones to employees who need them to perform job responsibilities and for efficiency of LDoE operations. Incidental personal use of LDoE cell phones is permitted as long as such use: 1) does not interfere with the job responsibilities and performance of the employee and/or co-workers and 2) does not violate this policy or any other policies or rules. “Incidental personal use” is defined as use by the employee to whom the cell phone is assigned for occasional personal communications.

The following rules apply to the use of LDoE cell phones:

1. Employees are required to lock the cell phone when not in use and provide their password to the IT Manager.
2. There is no expectation of privacy in LDoE-owned cell phones. The LDoE reserves the discretion to monitor cell phone use and review the contents of cell phones.
3. Employees are expected to take reasonable care of the cell phone and safeguard it from loss or theft.
4. If a cell phone is damaged, lost or stolen, this should be reported to the IT Manager as soon as possible.
5. Employees whose job responsibilities include driving are prohibited from using their cell phone (including calls, texting and all other activities) while driving. If an employee must make a call while driving, he/she is expected to pull over in a safe place to make the call
6. Employees may not download “apps” or use their cell phones to access pornography, gamble or engage in any other conduct prohibited by LDoE policy. Cell phones with cameras will not be used to take pictures of secure or confidential documents or work areas.
7. Non-Exempt Employees may not use their cell phones outside of scheduled work hours without the prior authorization of a supervisor.
8. Cell phone bills will be reviewed on a monthly basis and any usage over the contracted minutes or plan will be the responsibility of the employee unless such use is work-related.
9. Employees are required to turn in LDoE cell phones whenever requested by the Executive Director of Operations or the IT Manager, and upon termination of employment.
10. Employees are required to sign a copy of this policy acknowledging that they understand this policy prior to being issued an LDoE cell phone.

512 USE OF PERSONAL ELECTRONIC DEVICES

The Laguna Department of Education does not allow personal cell phones or other electronic devices to be used in a manner which interferes with the performance of job duties. Employees are expected to limit use of cell phones and other electronic devices to scheduled break times except in an emergency. Cell phones and other devices should be kept on silent or vibrate as a courtesy.

Employees may not make personal calls or use personal electronic devices in the presence of students.

513 DRIVING ON LDoE BUSINESS

Employees may not transport students in their own vehicles at any time, and may only transport students in Laguna Department of Education vehicles with prior authorization of the Director/Principal and the student's parent/guardian.

Employees must obtain prior authorization from the Executive Director of Operations before driving on LDoE business and meet the following requirements. See also Section 803.

1. The employee must have a valid driver's license. A copy of the license must be provided.
2. If an employee's driver license status changes (i.e., the license lapses, is suspended or is revoked) or if an employee receives a citation for a traffic violation (beyond a parking ticket), he/she must notify the Executive Director of Operations immediately.
3. LDoE has the discretion to check the license/driving record of employees authorized to drive on LDoE business at any time. If an employee whose position requires driving, and the employee loses his/her license and/or becomes uninsurable, the employee may be terminated.
4. Employees are required to obey all traffic laws, including wearing seat belts, and drive in a safe manner at all times while on LDoE business. Any accidents must be reported to the Executive Director of Operations as soon as possible under the circumstances.
5. Employees are prohibited from using their cell phones, GPS or other electronic devices while driving, except for hands-free operation. Employees are encouraged to pull over in a safe location before using cell phones or other electronic devices whenever possible.
6. Employees may not engage in any activities, which distract from safe driving (texting, checking emails, watching movies, putting on makeup, reading, etc.) while driving on LDoE business.
7. Any traffic or parking tickets received while driving on LDoE business are the employee's responsibility.
8. No smoking is allowed in LDoE vehicles or any vehicles rented or leased for LDoE business.
9. Employees may not be under the influence of alcohol or drugs while driving LDoE vehicles.
10. Only drivers authorized by the LDoE may operate LDoE owned, leased or rented vehicles.

Employees who are provided vehicles for commuting, who ride the commuter van or receive a mileage stipend are subject to additional rules, which are provided to the affected employees.

514 GIFTS

Employees may not solicit or accept gifts with a value over \$50.00 from students, parents, vendors or others without the prior written approval of the Superintendent. For the purposes of this policy, “gifts” includes any item or combination of items with a value of more than \$50.00, including but not limited to gift cards, entertainment and travel. Under no circumstances may employees accept gifts of money. If an employee has a question about whether accepting a particular gift is appropriate, he/she should discuss the issue with his/her supervisor.

515 SOLICITATION AND DISTRIBUTION OF MATERIALS/LDoE BULLETIN BOARDS

In an effort to ensure a productive and harmonious work environment, individuals not employed by the Laguna Department of Education may not solicit or distribute literature in the workplace at any time for any purpose.

The LDoE recognizes that employees may have interest in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning such activities during working time. (Working time does not include meal periods, breaks, or any other periods in which employees are not on duty.)

The LDoE maintains bulletin boards to display important information for employees, including but not limited to announcements, official memoranda and notices. If an employee has an item of general interest that he/she would like to post, it should be provided to the Executive Director of Operations for approval and posting. Posting of such materials is at the sole discretion of the Executive Director of Operations.

516 PARTICIPATION IN POLITICAL ACTIVITIES

The Laguna Department of Education will not interfere with the political activities of employees. However, any such activities cannot interfere with the performance of job duties.

Any employee who seeks political office must continue to fulfill all obligations of his/her position and consider the welfare of the students and the LDoE foremost as he/she pursues political activities. An employee shall not use his/her professional position to further the employee's political ambitions.

See Section 409 for the policy on leave for Tribal appointments. For all other political positions that require an employee to spend time away from job responsibilities, the employee must make a written request for leave to the Superintendent. The Superintendent will inform the Board of Education of the request. The Superintendent's decision is final. Employees may use available PTO leave for this purpose; otherwise the leave will be unpaid.

517 SOCIAL MEDIA USE

For the purposes of this policy, “social media” is defined as on-line media applications such as social networking sites, blogs, podcasts, forums, tweets, and other on-line information sources.

Employees may use social media for personal purposes on their or personal electronic devices during non-work time such as authorized breaks and before or after work. Social media may not

be used during work time except as specifically authorized in accordance with this policy. Employees are expected to use good judgment in their personal use of social media to ensure that posts, photographs, videos and other content do not violate Laguna Department of Education policies, including harassment and confidentiality policies. If the LDoE becomes aware of social media or any web content that violates this policy, the employee will be asked to remove the content and/or may be disciplined depending on the facts and circumstances of the particular case.

The LDoE maintains an official website and may maintain a presence on specific on-line media applications in order to provide important information to the public. Only authorized employees are allowed to create, modify or remove content in these applications, and Supervisors/Directors/Principals are responsible for monitoring content to ensure that it meets the LDoE's professional standards and computer use policy. Copyrighted information cannot be posted unless prior permission has been obtained from the copyright holder.

Employees may not "friend" students or engage in interactions on social media with students without prior written authorization from the Superintendent. Any such request must include the educational rationale and purpose of the social media use. Individual employees may be authorized to utilize particular social media for business purposes. Any use of social media for authorized educational purposes must be professional in tone and content; comply with all LDoE policies and not disclose any confidential business information. If an employee is unsure whether particular information may be discussed or disclosed, he/she is expected to consult with his/her supervisor.

Use of personal social media accounts and user IDs for company use is prohibited. All use of social media shall be utilized to promote LDoE in a positive manner and not as a forum to voice work place politics, complaints, or gossip; this type of behavior goes against the LDoE Vision Statement and LDoE policies.

Use of company social media user IDs for personal use is prohibited. Examples of prohibited use of company User IDs include: downloading and installing plug-ins or helper applications such as those that try to access the company email directory, joining groups using a company user ID for personal reasons, or adding personal friends to an employee's friends list.

Section 518 Marquee Board Postings (7/1/19)

The Laguna Department of Education marquee board is reserved for the purpose of communicating district wide information with the communities. Exceptions will be considered for the sole purpose of communicating general information for the Pueblo of Laguna which is inclusive of all villages and not for individual villages, specialty requests and/or interest groups. Granting approval of marquee board message postings is at the sole discretion of Laguna Department of Education.

SECTION G – EMPLOYEE DISCIPLINE

To ensure orderly operations and provide the best possible work environment, the Laguna Department of Education expects employees to follow rules of conduct that will protect the interests and safety of all employees, students and the LDoE. The LDoE believes that maintaining a pleasant and rewarding work environment is the responsibility of each employee and in large part reflects the respect and harmony that all employees afford each other.

The LDoE strives for fair treatment of all employees in making certain that disciplinary actions are prompt, uniform, and impartial. Although employment with the LDoE is based on mutual

consent, both the employee and the LDoE has the right to terminate employment at will, with or without cause or advance notice, the LDoE may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension with or without pay, or termination -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

There are certain types of misconduct that are serious enough to justify suspension or termination without going through the usual progressive discipline steps. While it is impossible to list every type of behavior that may be deemed such a serious offense, the following are examples of misconduct that may result in immediate suspension or termination.

- Child abuse or failure to report child abuse;
- Failure to properly supervise students;
- Inappropriate conduct with students;
- Theft or inappropriate removal or possession of LDoE property, the property of other employees, students or anyone else;
- Falsification of or tampering with time records or any other LDoE record;
- Working under the influence of alcohol or illegal drugs, or any other violation of the drug and alcohol policy;
- Refusing a drug/alcohol test or having a positive test;
- Bullying, fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Use of profanity, disrespectful or demeaning language, or causing disruptions;
- Negligence or improper conduct leading to damage of property or injury;
- Insubordination or other disrespectful conduct;
- Violation of safety rules;
- Smoking on LDoE property or in LDoE vehicles;
- Sexual or other harassment;
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace;
- Excessive absenteeism or any absence without proper notice;
- Unauthorized use of LDoE equipment;
- Unauthorized disclosure of confidential information;
- Unsatisfactory work performance;
- Any other conduct that interferes with the best interests of the LDoE and its students.

SECTION H – COMPLAINT RESOLUTION PROCEDURE

The Laguna Department of Education believes that when there is open and respectful communication between employees and supervisors, most workplace issues can be resolved informally. Employees are encouraged to offer constructive suggestions about workplace issues and to address concerns promptly with their supervisor.

If an employee disagrees with how a policy in this handbook has been interpreted or applied to him/her, he/she may utilize the following complaint resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with the LDoE in a reasonable, professional manner, or for using the complaint resolution procedure.

Step 1. The employee should present the complaint informally to his/her immediate supervisor for discussion within five (5) business days after the action occurred. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact the supervisor, the employee may present the complaint to the Program Director/Principal.

Step 2. The supervisor meets with the employee and responds to the complaint in writing within ten (10) business days, after consulting with appropriate management.

Step 3. If the employee is not satisfied with the supervisor's decision, he/she may present his/her written complaint to the Executive Director of Operations within five (5) business days. The complaint should be dated and include the following:

- A description of the complaint, including the specific policy(ies) that the employee believes have been violated;
- The name of the employee's immediate supervisor, the date in which the employee discussed the complaint with his/her supervisor, and a copy of the supervisor's response;
- The reasons why the employee believes the supervisor's response to be incorrect or inappropriate;
- A description of what the employee believes should be the appropriate resolution to his/her grievance; and
- A list of witnesses, if any, who can confirm the statements of the employee.

Step 4. The Executive Director of Operations shall review the complaint, contact other parties for information if necessary, and may meet with the employee to discuss the complaint. The Executive Director of Operations will submit a response to the employee within ten (10) business days.

Step 5. If the employee is not satisfied with the Executive Director of Operations' response, he/she may appeal the response to the Superintendent in writing within five (5) business days. The appeal must include all of the information in Step 3, plus a copy of the Executive Director of Operations' response and the reasons why the employee believes it to be incorrect or inappropriate.

Step 6. The Superintendent will review the complaint and inform the employee of his/her decision within ten (10) business days. The Superintendent has full authority to make any adjustment deemed appropriate to resolve the complaint that is not inconsistent with this handbook or Board policies.

Step 7. The employee may appeal the Superintendent's decision to the Board of Education within five (5) days. The Board of Education will decide whether to accept the appeal for review at its sole discretion. If the Board does not accept the appeal, the Superintendent's decision shall stand. If the Board does accept the appeal, it will meet with the employee and other pertinent parties and review available documents. The Board shall issue a written response within ten (10) business days of completing its review. The Board's decision is final.

SECTION I – MISCELLANEOUS POLICIES

801 EMERGENCY CLOSINGS: Revision (page 43 of Policy Handbook)

Emergencies such as severe weather, fires, power failures, natural or civil disasters occasionally disrupt Laguna Department of Education operations. In extreme cases, these circumstances may require the closing of a school and/or other work facilities. In the event that such an emergency occurs during nonworking hours, the media will be asked to broadcast notification of the closing no later than 5:30 A.M.

In all cases, local conditions will prevail. Employees should report to work regardless of conditions unless they are notified to the contrary by their supervisor and/or by announcement over the media. When there is a 2-hour delay, all employees (except Facilities Department) will report no later than 2 hours after their start time. If an employee cannot report to work within 2

hours, then they must take PTO. When LDoE operations are officially closed due to emergency conditions, the time off from scheduled work will be paid as administrative leave.

If LDoE operations are not closed, but an employee is delayed or unable to report to work because of weather or other unavoidable conditions, he/she should contact/notify his/her supervisor immediately. Such time will not be paid for Non-Exempt Employees unless the employee utilizes available PTO. Custodians and maintenance employees should report to work as close to their assigned time as possible, to assist the Program Directors/Principals in making ready the buildings and facilities for school/program start.

In the event that schools/programs are closed early due to emergency conditions, teachers and staff are expected to assist in parent notifications and to remain on site until all students/participants have safely departed.

802 VISITORS IN THE WORKPLACE

To ensure the safety and security of employees, students and facilities, only authorized visitors are allowed in the workplace. In general, family and friends of employees should not visit during working hours. In case of emergency, employees will be called to meet any visitor outside their work area.

All visitors should enter the facilities at the Administration Office. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors. Except in an emergency, representatives of agencies such as law enforcement and social services should be directed to the Program Director/Principal.

If an unauthorized individual is observed on Laguna Department of Education premises, employees should immediately notify their supervisor or, if necessary, accompany the individual to the Administration Office.

Principals and Program Directors are required to submit a written agenda of any public events/activities at least five (5) business days in advance.

803 BUSINESS TRAVEL EXPENSES

The Laguna Department of Education will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the employee's supervisor and the Superintendent. No travel related deposits and/or fees, including hotel or airline costs, are to be made prior to receiving approval from the supervisor and the Superintendent.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by the LDoE. Employees are expected to limit expenses to reasonable amounts.

Expenses that generally will be reimbursed include the following:

- Airfare or train fare for travel in coach or economy class, or the lowest available fare.
- Car rental fees, only for compact or mid-sized cars, plus insurance.
- Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel.
- Taxi fares, only when there is no less expensive alternative.
- Mileage costs for use of the employee's own vehicle, only when less expensive

transportation is not available.

- Cost of standard accommodations in low to mid-priced hotels, motels, or similar lodgings.
- Reasonable cost of meals (no alcohol will be reimbursed).
- Charges for telephone calls, fax, and similar services required for business purposes per day; \$5.00 a day for personal calls.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by the Department may not be used for personal use without prior approval. See Section 512.

When travel is completed, employees should submit completed travel expense reports within five (5) business days. Reports should be accompanied by receipts for all individual expenses. In the case of hotel or airline bills, the actual hotel printout or airline receipt must accompany each expense report in addition to the credit card receipt. Employees can expect to be reimbursed for expenses within approximately twenty (20) days after submitting an approved travel expense report. If an employee has outstanding travel advances, additional advances will not be approved until expense reports are submitted.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this policy, including falsifying expense reports to reflect costs not incurred by the employee, may result in disciplinary action, up to and including termination.

804 REPORTING CHILD ABUSE

The Laguna Department of Education is strongly committed to ensuring the protection and safety of all children. Employees are provided annual training in the legal requirements concerning child abuse and reporting procedures. Every employee has the moral, ethical, and legal responsibility to comply with these reporting procedures and failure to comply with reporting procedures will result in disciplinary action, up to and including termination.

805 Garnishments: (7/1/20)

When the school receives a federal legal notice of levy or garnishment, or a state garnishment for child support, the Human Resource Department will comply with the order and notify the employee. All other requests are handled on a case by case.

806 SEX OFFENDER POLICY

It is Laguna Department of Education policy that any person convicted of a sex offense are not permitted to participate in any LDoE program activities (Division of Early Childhood, Elementary and Middle School) or to be on LDOE premises, including school grounds. Convicted sex offenders may not be listed on any school forms giving them responsibility for a child's care. No exceptions to this policy are allowed.

807 FUNDRAISING

Laguna Department of Education employees, students and parent organizations shall not conduct fundraising activities without the prior approval of the appropriate supervisor, i.e., Principal,

Director, Executive Director of Education, Executive Director of Operations, or Superintendent.

All fundraising projects must have an identified educational goal.

Fundraising activities should be kept to a minimum. All monies and goods which are donated to the LDoE shall be properly receipted and accounted for in accordance with applicable LDoE policies and procedures. Anyone soliciting donations, goods or money on behalf of the LDoE should have letters of authorization or introduction signed by the head of the program/school.

LDoE employees and parent organizations may not use students for fundraising or selling of tickets for non-approved organizations or fundraising projects.

808 VOLUNTEERS

The Laguna Department of Education supports the use of community resources, including volunteers, to complement and support instructional programs and activities in the schools. Volunteers work in partnership with, under the supervision of, and at the request of administration and staff. All volunteers must be pre-approved by the Program Director/Principal and the Executive Director of Operations.

The purposes of the volunteer program are to:

1. Assist teachers in providing more individualized instruction and enrichment opportunities for students; assist staff with school projects; supervise or chaperone student activities; and perform clerical work;
2. Build an understanding of and support for school programs among interested citizens; and
3. Strengthen school/community relations.

Prospective volunteers must complete an application form and confidentiality agreement. Reference and background checks will be performed for all prospective volunteers.

Applications will be screened and approved by the Executive Director of Operations and Program Director/Principal. The Executive Director of Operations and Program Director/Principal are authorized to use their discretion to decline an application or terminate the services of a volunteer if they determine it is in the best interests of the LDoE.

The Program Director/Principal must approve all volunteer assignments before volunteers begin work. The supervising staff member is responsible for giving volunteers a clear understanding of the duties, procedures and expectations necessary to perform their assignments.

All volunteers who are approved to work with students and/or in support of school programs are expected to comply with the following requirements.

1. Volunteers shall attend any required volunteer orientation/training sessions provided by the LDoE.
2. Volunteers will work with students under the immediate supervision and direction of authorized school staff.
3. Volunteers shall perform only such duties and tasks specifically approved and assigned by an administrator or supervising staff member.
4. Volunteers must keep all student and staff information strictly confidential. Volunteers may not access, review, disclose or use confidential student or staff information without specific authorization from the Executive Director of Operations and Program Director/Principal. This requirement applies even after a volunteer stops performing
- 5.

services for the LDOE.

6. Volunteers will conduct themselves in a professional manner and comply with all policies, school rules and directions from school employees.

809 TEACHER/STAFF MAILBOXES

Each teacher and staff member has a mailbox located in the teacher lounge area or his/her office door. Every employee is expected to check his/her mailbox at least once per day. School memos and other documents with crucial information are delivered to mailboxes. Employees are expected to clean their mailboxes out regularly and dispose of unneeded materials properly.

810 PARKING

Employees should only park in designated areas. Use of reserved visitor parking or leaving vehicles in the parking lot overnight are not permitted without prior approval of the Principal/Executive Director of Operations. Employees are not allowed to loiter or smoke in parking lots. The Laguna Department of Education is not responsible for any loss or damage incurred while personal vehicles are parked on school property.

811 RENTAL OF SCHOOL FACILITIES (NEW POLICY: 7-01-22)

School buildings and grounds may be made available for educational, cultural, civic, religious, recreational, governmental, and general political activities which are sponsored by responsible, recognized organizations, agencies or institutions, provided that the activity does not interfere with the programs and best interests of the district. The superintendent or designee is authorized to make all approvals and set all conditions for community use of buildings and grounds under the directions contained in this policy. The board reserves the right to hear appeals on any decision made by the superintendent.

A rental fee schedule shall be prepared by the superintendent for review and approval by the board. This schedule shall be presented to the board for review and possible revision on a basis.

The superintendent is authorized to set aside or reduce any scheduled or normal rental fees when a mutually beneficial relationship is established between the school district and a proposed user of school facilities. The superintendent shall report to the board all such arrangements. The superintendent is authorized to act on any rental proposal not covered in this policy. When this occurs, the superintendent shall report the action to the board and advise the board of any needed changes in the policy.

It is the intent of the board that parent-teacher groups, scouting groups, booster clubs and other school-related organizations supporting student activities should have the use of school facilities for their regular meetings without charge. When such groups hold special events, the charge for facilities is to be calculated on a cost-to-the-district basis.

It shall be responsibility of the superintendent to assure that adequate supervision of school facilities is provided during periods of community use of facilities.

Official representatives of all groups using school facilities must apply and pay for liability insurance a minimum of one week in advance. Representatives of all groups must also sign a form which indicates acceptance of responsibility for the care and supervision of the facilities and for payment of the rental charges, if any.

The superintendent may, when it is deemed to be in the best interest of the district, require a cash deposit above the rent to be charged to cover damage to rental property. The deposit, less payment for damage done beyond wear and tear on the property, shall be refunded within thirty (30) days.

Keys to school facilities shall not be issued to, nor loaned to, persons not employed by LDOE. The administrator responsible for renting the facility shall ensure that district staff is available to open and close the facility on each occasion it is rented. The organization or individual requesting use of the facility shall pay all employee costs related to their use of the facility.

Rental charges in this policy are for the facilities only and any normal required furniture. Other charges shall normally be added when special equipment is to be provided to the facility user.

Charges for use of cafeteria facilities by groups must be approved by the administration. Kitchen staff shall be hired if kitchen equipment is going to be utilized for warming, cooking, etc.

All agreements for use of school facilities terminate as of June 30 each school year.

LAGUNA DEPARTMENT OF EDUCATION
FACILITIES USE RATES

FACILITY OR SPACE REQUESTED	HOURLY RATE	FLAT RATE Outside Entities	POL Affiliated Fee Schedule	Non Profit Entity	Other Rate: For Profit
GYMNASIUM	\$100.00	\$700.00/day	50% of Entity Flat Rate	LES: \$50., LMS \$75	LES: \$150/hr. LMS: \$175
PFS TRAINING CENTER	\$100.00	\$250.00	50% of Entity Flat Rate		
FOOTBALL FIELD	\$35.00				
TRACK FIELD	\$35.00				
BASEBALL AND/OR SOFTBALL FIELDS	\$25.00				
Score Boards				\$25/ day	\$50/day
Sound Equipment				\$25/Day	\$50/day
Cafeteria				\$50/hr.	175/hr.
School Grounds				\$25/hr.	\$60/hr.
Fee for LDOE staffing				\$35/hr.	\$35/hr.
Kitchen				\$37/hr.	\$37/hr.
Auditorium				\$75/hr.	\$200/hr.
Classroom				\$40/hr.	\$100/hr.
Youth Sports Before & After School				1-6 uses \$30/use \$350/semester	

FLAT RATES APPLY TO THE USE OF FACILITIES WITH 8 HOURS OR MORE PER DAY.

1. Laguna Department of Education (LDOE) is a drug, alcohol and smoke free campus.
2. All property not belonging to LDOE is to be removed at the conclusion of the event.
3. School sponsored functions, practices and events take precedence over non-school sponsored activities.
4. LDOE reserves the right to cancel an agreement with a thirty-day written notice.

1	Occupant Safety in Assembly Occupancies -	
2	Minimum Security	Occupant Load
3	3	50 - 250
4	6	251 - 500
5	9	501 - 750
6	12	751 - 1000

7 Remain at the main entrance until 15 minutes after start time of community use or until an additional authorized user has
8 arrived to greet their attendees. Upon arrival of additional attendees, escort authorized community user(s) to their
9 designated area(s), unlock only areas permitted, raise/lower basketball hoop, provide contact information and inform their
10 location in the building and inspect existing condition of space being used (ensure area is safe and clean).
11 Check in every hour with group leader, inform leader if their location in the building changed.
12 At the conclusion, perform a final inspection with the group leader and address any concerns and document.

13
14 All Kitchen requests must be accompanied by a Cafeteria Worker Request prior to approval. Certificate of Insurance with
15 minimum \$1 million dollar general liability coverage listing LDOE as "Certificate Holder".
16
17

18 LAGUNA DEPARTMENT OF EDUCATION (LDOE) USE OF SCHOOL FACILITIES REQUEST FORM

19
20 (Please refer to Policy – Use of School Facilities by Non School Groups, and to Guidelines for Auditorium Use by Non
21 School Groups for overall regulations)

22
23 SCHOOL REQUESTED: _____ PERMIT NUMBER _____
24

25 ORGANIZATION: _____
26

27 CONTACT PERSON: _____
28

29 PHONE: _____ (HOME) _____ (BUSINESS) _____
30

31 ACTIVITY DESCRIPTION: _____ BREAKFAST, LUNCH,
32 DINNER
33

34 FOOD PROVIDED BY: _____
35

36 DISHWASHER NEEDED: _____ YES _____ NO
37

38 DATE(S): _____ TO _____ HOURS: _____ TO _____
39

40 NUMBER OF STAFF NEEDED: _____
41

42 NATURE OF STAFF DUTIES:
43 _____
44 _____
45 _____

46
47 SPECIAL REQUIREMENTS: _____
48

49 SUBMITTED BY: _____ DATE: _____
50

51 FOOD SERVICES ONLY
52

53 DATE RECEIVED: _____ REVIEWED BY: _____

1
2 APPROVED: _____ DISAPPROVED: _____
3

4 COMMENTS:
5 _____
6
7 _____
8

9 OFFICE OF THE SUPERINTENDENT
10 COMMENTS:
11 _____
12
13 _____
14

15 SIGNATURE: _____
16

17 APPROVED: _____ DISAPPROVED: _____ DATE _____
18

SECTION J – EMPLOYEE ACKNOWLEDGEMENT FORM

I have received and read the Laguna Department of Education Employee Handbook, and I agree to comply with the policies and rules contained therein.

I understand that the Employee Handbook is effective **July 1, 2022**, and that it replaces and supersedes all previous handbooks. I understand that this handbook represents only current policies, programs, and benefits, and that the LDoE reserves the discretion to change or rescind policies, programs, and benefits at its sole discretion.

I understand that the Employee Handbook does not constitute a contract of employment, and that no one has the power to alter my status as an at will employee except the Superintendent. Any such employment contract/agreement must be in writing and signed by the Superintendent.

EMPLOYEE'S NAME (printed): _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____

After this acknowledgment form is signed, one copy should be retained by the employee and another copy should be placed in the employee's personnel file.