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9 **Pueblo of Laguna Department of**
10 **Education Employee Handbook**
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14 **Adopted: June 22, 2023**

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

17 **Board President: Ms. Leonora Carpio**

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

19 **Secretary: Mr. Aaron Sarracino**

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

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23 **Board Members: Ms. Amy Arkie**

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25 **Superintendent: Ms. Amy Suman**
26

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28
29 *Takes effect on July 1, 2023*
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1 **1. ABOUT THE HANDBOOK**
2

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

8
9 This handbook replaces and supersedes all previous policies and procedures handbooks and is designed to
10 acquaint you with the LDoE by covering the questions most frequently asked by employees. Please do not
11 hesitate to ask your supervisor for more details.

12
13 The policies, programs and benefits set forth in the handbook are not terms and conditions of employment, nor
14 should they be construed as an employment contract. The best interests of LDoE and our employees necessitate
15 that there be flexibility in administration. The LDoE reserves the right to revise, supplement, or rescind policies
16 and provisions in this handbook as it deems appropriate, with sole and absolute discretion. The only exceptions
17 are the LDoE’s policies concerning at will employment and Indian preference. The LDoE will try to keep the
18 handbook current, but there may be times when policies, programs, or benefits will change before the handbook
19 can be revised. In such cases, employees will be notified of changes through appropriate means.

20
21 Your employment with LDoE is based on mutual consent. You have the right to end your employment
22 relationship at any time, for any reason. The employment of any employee can be terminated at the sole
23 discretion of the LDoE at any time, for any reason. No one other than the Superintendent of LDoE and the Board
24 of Education has the authority to enter into any agreement, verbal or written, with any individual for employment
25 for any specified period of time. Any such employment agreement with the Superintendent and/or Board of
26 Education shall not be enforceable unless it is made in writing and signed by the appropriate parties.

27
28

<p>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.</p>

2. 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

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

3
4 Falling under the Division of Early Childhood are Special Services, Preschool Head Start, Community
5 Outreach, Child Care Center, and Early Head Start. Administrative Services oversee Accounting, Human
6 Resources, Program Development, and Monitoring and Planning. Partners for Success include Employment
7 and Training Services, Student Services, Higher Education, and Vocational Rehabilitation (Laguna Acoma
8 Connections).

9
10 **E. Tribal Government**

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

19
20 The Pueblo Council conducts weekly meetings to discuss tribal affairs, and to review and approve proposed
21 activities on the reservation. Weekly village meetings are also held at each of the six villages, during which
22 village councilmen report information discussed at the weekly Council meeting. All men 18 years of age and
23 older are required to attend village meetings and functions.

24
25 **F. Tribal Operations**

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

30
31 **G. Role of the Department of Education**

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

33
34 **The Office of the Superintendent**

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

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

44
45 *Accounting Department*

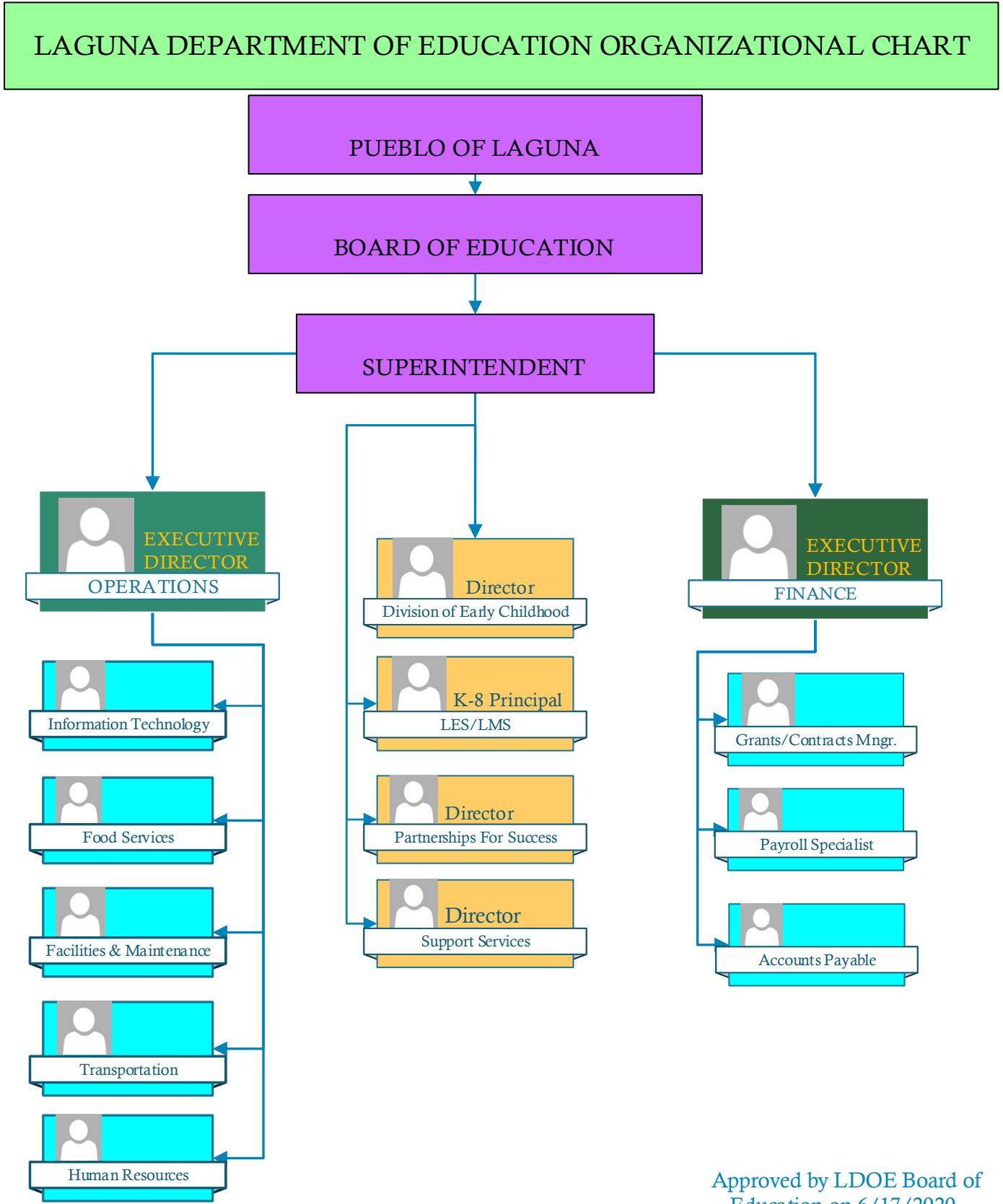
46 Responsible for fiscal management of state and federal grants, purchasing for all programs, payroll, and
47 accounts payable/receivable.

48
49 *Human Resources Department*

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

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3. ORGANIZATIONAL CHART



Approved by LDOE Board of Education on 6/17/2020.

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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.

10

SECTION B – EMPLOYMENT

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101 EQUAL EMPLOYMENT OPPORTUNITIES

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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.

23

102 LAGUNA/INDIAN PREFERENCE

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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.

30

103 NEPOTISM AND PERSONAL RELATIONSHIPS IN THE WORKPLACE

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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.

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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.

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48

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.

1 The LDoE also reserves the right to take prompt action if an actual or potential conflict of interest arises
2 involving relatives or individuals involved in a dating relationship who occupy positions at any level
3 (higher or lower) in the same line of authority that may affect the review of employment decisions.
4

5 Applicants and employees are expected to notify management if there is a relative or dating relationship
6 during the application process, or when the relationship occurs, if it takes place during employment. It is
7 the responsibility and obligation of the supervisor involved in the relationship to disclose the relationship
8 to the Superintendent and the Executive Director of Operations. In regard to current employees, the LDoE
9 reserves the right to transfer one of the employees involved if there is a suitable position available and
10 consistent with business needs. If a transfer is not possible, termination of employment may be necessary.
11

12 In other cases, where a conflict or the potential for conflict arises because of the relationship between
13 employees, even if there is no line of authority or reporting involved, the employees may be separated by
14 reassignment or terminated from employment.
15

16 **104 ETHICS AND CONFLICT OF INTEREST**

17 The successful operation and reputation of the Laguna Department of Education is dependent on our
18 community's trust and is built upon the principles of fair dealing and ethical conduct of our employees.
19 Our reputation for integrity and excellence depends on our employees' careful observance of the spirit
20 and letter of all applicable laws, regulations, and policies, as well as a scrupulous regard for the highest
21 standards of conduct and personal integrity.
22

23 Employees must also conduct themselves in a manner that avoids actual or potential conflicts of
24 interest. An actual or potential conflict of interest occurs when an employee is in a position to influence
25 or benefit from an LDoE business or policy decision that may result in a personal gain for that
26 employee and/or his/her relatives, whether through cash payments, bonuses, gifts, or any other
27 consideration made by any means.
28

29 Employees are prohibited from participating directly or indirectly in a procurement when the employee
30 knows that he/she or any member of the employee's immediate family has a financial interest in the
31 business seeking or obtaining a contract. For the purposes of this policy, "contract"
32

33 means any agreement for the procurement of items of tangible personal property, services, or
34 construction; and "immediate family" is defined as a spouse, children, parents, brother, or sister.
35

36 Employees are required to disclose any actual or potential conflict of interest in any LDoE business
37 dealings to the Superintendent and the Executive Director of Operations as soon as possible. If possible,
38 safeguards may be put into place to shield LDoE and the employee from any actual or potential conflict.
39

40 Compliance with this policy is mandatory, and violations of this policy may result in discipline, up to
41 and including termination.
42

43 **105 JOB POSTINGS AND VACANCIES**

44 In general, notices of job vacancies are posted District Website. Laguna Department of Education
45 reserves the right not to post particular vacancies. Job vacancies are normally advertised through a
46 variety of outside resources as well.
47

48 Regular employees who have completed their introductory period and have been employed by the LDoE
49 for at least six months are eligible to apply for vacancies when they possess the required skills,
50 competencies, and qualifications. Employees who have a written warning on file, are on probation, or
51 are under suspension are not eligible to apply for vacancies.

1 Eligible employees who are interested in applying for a vacancy should submit an application to the
2 Executive Director of Operations. The application should include job-related skills and
3 accomplishments, and describe how their current and prior work experience and/or education qualifies
4 them for the position.
5

6
7 Employees are encouraged to refer qualified potential applicants to the LDoE for consideration.
8

9 **106 PRE-EMPLOYMENT SCREENING AND REQUIREMENTS**

10 **A. Applications**

11 The Laguna Department of Education relies upon the accuracy of information provided on employment
12 applications, as well as other documentation provided by applicants during the hiring process and
13 employment. Any misrepresentations, falsifications, or material omissions in any information provided
14 may result in exclusion of the applicant from further consideration for employment, or if the individual
15 has been hired, termination of employment.
16
17

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

19 All LDoE employees must be citizens or legally authorized to work in the United States.
20
21

22 **C. Applicant Reference Checks**

23 The Laguna Department of Education checks employment references for all applicants considered for
24 employment to ensure that individuals hired are well-qualified and have the strong potential to be
25 productive and successful. The LDoE reserves the discretion to contact former employers/supervisors
26 not specifically listed by an applicant as references.
27
28

29 **D. Employee Background Checks**

30 The Laguna Department of Education believes that the safety of children is a fundamental
31 responsibility of any family, community, or government. In accordance with the federal laws discussed
32 below, LDoE requires background checks on applicants and employees who have contact or control
33 over LDoE students and service recipients (including long-term volunteers, contracted positions and
34 consultants) prior to beginning their employment.
35
36

37 The Indian Child Protection and Family Violence Prevention Act (Pub. L. No. 101-630, codified as
38 amended at 25 U.S.C.A. § 3201 et seq.) states that:
39

40 “Each Indian tribe or tribal organization that receives funds under the Indian Self-Determination
41 and Education Assistance Act (25 U.S.C.A. § 450 seq.) or the Tribally Controlled Schools Act of
42 1998 (25 U.S.C.A. § 2501 et seq.) shall:
43

- 44 (1) conduct an investigation of the character of each individual who is employed, or is
45 being considered for employment, by such tribe or tribal organization in a position that
46 involves regular contact with, or control over, Indian children, and
- 47 (2) employ individuals in those positions only if the individuals meet standards of character,
48 no less stringent than those prescribed under subsection (a) of this section¹, as the Indian
49 tribe or tribal organization shall establish.” (25 U.S.C.A. §3207(c)).”
50

51 The Indian Child Protection and Family Violence Prevention Act further provides that:
52

53 “The minimum standards of character that are to be prescribed under this section shall ensure that
8

1 none of the individuals appointed to positions described in subsection (a) of this section have been
2 found guilty of, or entered a plea of nolo contendere or guilty to, any felonious offense, or any two
3 or more misdemeanor offenses under Federal, State, or tribal law involving crimes of violence;
4 sexual assault, molestation, exploitation, contact or prostitution; crimes against persons; or offenses
5 committed against children.” (25 U.S.C.A. § 3207(b)).
6

7 In addition to the minimum standards of character that are prescribed under the Act, the LDoE further
8 requires that none of the individuals, applicants, and employees in the position described above have
9 been found guilty of, or entered a plea of nolo contendere or guilty to, any offense under Federal, State,
10 or tribal law involving crimes of fraud, forgery, theft, murder, embezzlement, or crimes against
11 persons.
12

13 All LDoE employees are subject to further investigation upon reasonable suspicion of violation of the
14 standards of character as set forth in federal law as set forth above. Violation of these standards may
15 result in disciplinary action, reassignment and/or termination. The LDoE adjudication process will be
16 followed.
17

18 The Victims of Child Abuse Act of 1990 (Pub. L. No. 101-647, codified as amended at 42 U.S.C.A. §
19 13001 et seq.) requires that:
20

21 “Each agency of the Federal Government, and every facility operated by the Federal Government
22 (or operated under contract with the Federal Government) that hires (or contracts for hire)
23 individuals involved with the provision to children under the age of 18 child care services shall
24 assure that all existing and newly-hired employees undergo a criminal history background check.”
25 (25 U.S.C.A. § 13041(a)(1)).
26

27 All tribal, grant, contract, and self-governance programs are required to comply with these federal laws.
28

29 **E. Physical Examination and Tuberculosis Test** 30

31 All newly-hired employees of the Division of Early Childhood must submit acceptable documentation
32 that they have had a health examination if indicated by the employee’s health care provider. In addition,
33 health and physical exams are required for bus drivers to obtain and keep CDL licensure required for
34 driving students. Any additional such requirements will be noted in
35

36 ¹ 25 U.S.C.A. § 3207(a) states that “The Secretary and the Secretary of Health and Human Services shall ---(1)
37 compile a list of all authorized positions within their respective departments the duties and responsibilities of
38 which involve regular contact with, or control over, Indian children, (2) conduct an investigation of the character
39 of each individual who is employed, or is being considered for employment, by the respective Secretary in a
40 position listed pursuant to paragraph (1), and (3) prescribe by regulations, minimum standards of character that
41 each of such individuals must meet to be appointed to such positions.”

42 the job descriptions as a condition of employment.
43

44 **F. Drug Testing** 45

46 The Laguna Department of Education is committed to providing a safe, efficient, and productive work
47 environment for all applicants and employees. Applicants who are given a conditional offer of
48 employment are required to undergo drug testing prior to receiving a final offer, and will receive a copy
49 of the complete drug testing policy/procedure. The Executive Director of Operations will disclose the
50 test results only to those members of management who have a bona fide business reason to know the test
51 results.
52

53 **107 DISABILITY ACCOMMODATIONS**

1
2 The Laguna Department of Education will make reasonable accommodations for qualified individuals
3 with disabilities. As a department of a sovereign Indian tribe, the LDoE is not subject to the federal
4 Americans with Disabilities Act, but provides reasonable accommodations as a matter of policy and
5 does not waive its statutory exemption. Applicants and employees who have questions about disability
6 accommodations should speak to the Director of Human Resources.
7

8 **108 CATEGORIES OF EMPLOYMENT**

9
10 The Laguna Department of Education recognizes the following categories of employment. All
11 employees are considered at will throughout their employment with the LDOE unless otherwise
12 indicated in their contract.
13

- 14 **A. Regular Full-Time Employee** -- A Regular Full-Time Employee is an employee who is regularly
15 scheduled to work 30 hours per week or more, for at least 26 weeks per year, and who has
16 completed his/her Introductory Period. Regular Full-Time Employees are eligible for insurance and
17 benefits as specified in this handbook.
18
- 19 **B. Regular Part-Time Employee** -- A Regular Part-Time Employee is an employee who is regularly
20 scheduled to work fewer than 30 hours per week and who has completed his/her Introductory
21 Period. Part time employees are not eligible to receive benefits
22
- 23 **C. Exempt Employee** -- An Exempt Employee is an employee who is not eligible for overtime pay.
24 Actual hours worked are based on Department needs and may regularly exceed 40 hours in a work
25 week. However, insurance and benefits are based on a standard 40-hour work week. While 30 hour
26 employees are entitled to receive benefits, they are pro-rated according to FTE.
27
- 28 **D. Non-Exempt Employee** -- A Non-Exempt Employee is an employee who is eligible for overtime
29 pay for hours actually worked over 40 hours in a work week.
30
- 31 **E. Temporary/Seasonal Employee** -- A Temporary Employee is hired to perform the job
32 responsibilities of an absent employee, to work on a specific project, or to assist the
33

34 LDoE with temporary heavy workloads (for a duration of no more than one year). Temporary
35 Employees are not eligible for insurance or benefits. While working for the LDoE, Temporary
36 Employees are required to comply with this handbook.
37

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

- 40 **A. Year-Long Contract** – This contract runs from July 1 to June 30. If an employee is hired after
41 July 1, the contract still ends on June 30th. Full-time employees work an expected 240 days
42 annually.
43
- 44 **B. Extended School Year Contract** – This contract extends by a predetermined number of days
45 beyond the regular contract for a specified term and specific assigned duties.
46
- 47 **C. School Year Contract** – This contract is for the school year (or that portion of the school year
48 that remains at hire).
49
- 50 **D. Short-Term Contract** – Short-term contracts may be made when there is an immediate but
51 temporary need for services. A short-term contract may be issued for an initial period of no
52 more than 60 days; any extension is limited to no more than the remainder of the school or

1 fiscal year.

2
3 Renewal of employment contracts and agreements is at the sole discretion of the Superintendent. Such
4 decisions are not subject to any policies in this handbook, including the grievance procedure.
5

6 **109 INTRODUCTORY PERIOD**

7
8 All new and newly re-hired Full-Time and Part-Time Employees have an Introductory Period for the
9 first 90 days of employment. Employees also have a new Introductory Period each time they transfer to
10 a new position (see Section 105). The Introductory Period may be extended if an employee is absent for
11 a significant amount of time (generally ten days or more) or if the Laguna Department of Education
12 determines that additional time is needed to evaluate an employee's performance.
13

14 An employee whose service is satisfactory may become a regular employee. All employees remain at
15 will both during and before the Introductory Period.
16

17 **110 TRAINING/CERTIFICATION REQUIREMENTS**

18
19 Employees may have specific training and/or certification requirements associated with their particular
20 position. Such employees are required to successfully complete all required training and/or to maintain
21 any required certification(s) for their position. Documentation of training and certifications should be
22 provided to the Executive Director of Operations.
23

24 Professional development opportunities are scheduled throughout the year Employees are expected to
25 engage in professional development opportunities, including curriculum, methodology, and other topics
26 presented by in-house and outside presenters. Employees will be informed of all mandatory trainings.
27 Attendance is mandatory on all PLC days for instructional faculty and staff.
28

29 **111 Driver's License Requirement: adopted 7/1/20**

30
31 Only employees who need to drive a vehicle or drive an LDoE/GSA vehicle as part of their job
32 are required to have a valid driver's license.

- 33 • If administrators learn that any employee driving on school property does not have a
34 valid driver's license; the administrator shall immediately report information to Human
35 Resources.
36

37 **112 PERSONNEL FILES AND PERSONAL INFORMATION CHANGES**

38
39 The Laguna Department of Education maintains an official, confidential personnel file for each
40 employee. Personnel files are the property of the LDoE.
41

42 Employees who wish to review their personnel file should contact the Executive Director of
43 Operations. An appointment will be scheduled for the employee to review their file during regular
44 business hours and in the presence of the Executive Director or another authorized employee. If an
45 employee disagrees with information in his/her personnel file, he/she may attach a written statement to
46 the material.
47

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

1
2
3 **113 PERFORMANCE EVALUATIONS**

4
5 The Laguna Department of Education considers performance evaluation to be a continual process, with
6 informal feedback throughout the work year. Employees will receive a formal evaluation from their
7 supervisor before the end of their Introductory Period and every work year. Annual evaluations shall be
8 completed no later than 30 days before the end of the school or fiscal year, depending on the
9 employee’s work year.

10
11 The Superintendent will be evaluated by the Board of Education annually.

12
13 Employees will receive information about the evaluation process from their immediate supervisor or
14 the Executive Director of Operations.

15
16 **114 OUTSIDE EMPLOYMENT**

17
18 Employees may not accept employment outside of the Laguna Department of Education without prior
19 approval of the Superintendent. Any approved employment may continue as long as LDoE
20 performance standards are met and the outside position does not constitute a real or perceived conflict
21 of interest.

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

25
26 If the LDoE determines that an employee’s outside employment is interfering in any way with his/her
27 LDoE employment, the employee will be required to terminate or modify their outside employment, or
28 their employment with the LDoE may be terminated.

29
30 **115 MEDIA/PUBLIC STATEMENTS**

31
32 If a member of the media contacts an employee for a statement, interview or information about any
33 aspect of the Laguna Department of Education, including students, the employee must refer the media
34 member to the Superintendent’s Office as soon as possible. No employee is authorized to speak on
35 behalf of the LDoE or to disclose confidential or sensitive information concerning the LDoE without
36 prior written authorization of the Superintendent or other authorized management representative.

37
38 Employees who receive authorization to participate in an interview or otherwise represent the LDoE are
39 expected to at all times be professional, accurate, respectful and prudent; and to ensure that they do not
40 disclose confidential information of any kind. If an employee is not sure whether particular information
41 should be disclosed, he/she is expected to consult with the Superintendent or other authorized
42 management representative prior to disclosing the information.

43
44 **116 RESIGNATION FROM EMPLOYMENT**

45
46 Employees who resign their employment with the Laguna Department of Education are requested to
47 provide advance notice. Non-Exempt Employees are requested to provide a minimum of 14 days’
48 notice in writing to the Executive Director of Operations. Exempt Employees are requested to provide a
49 minimum of 30 days’ notice in writing to the Superintendent.

50
51 Employees will generally be scheduled for an exit interview prior to their last day of employment.
52

116-A RESCINDING RESIGNATION (new policy 7-1-23)

Once an employee, in good standing, resigns and resignation is approved by the superintendent or designee, the employee tendering his/her resignation has five calendar days to rescind the resignation. It is the superintendent's/designee sole prerogative to consider a request to rescind a resignation.

117 Eligibility for Re-Hire (new policy 7-1-23)

Employees terminating employment from LDOE and are in good standing are eligible for future employment. Employees adhering to the policies and procedures concerning non-disciplinary termination of employment are also eligible for future re-employment with the School. Employees not adhering to the policies and procedures who are terminated for disciplinary reasons or who resign to avoid disciplinary actions are not eligible for reemployment for three years from the date of termination. Supervisor will submit the written rationale, 14 calendar days from the date of resignation and/or termination, after the employee not being eligible for employment for the next three years. **Establish a file for employees who are ineligible for employment for three years from date of termination (Flagging the file).**

118 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

1 position within four calendar months. In such cases, employees will be eligible for rehire in order of
2 seniority. Employees are required to keep the Executive Director of Operations informed of their
3 current address during the recall period. Employees who refuse an offer of recall forfeit their benefit of
4 recall.
5

6 **119 RETURN OF PROPERTY**

7
8 When an employee leaves his/her employment with the LDoE for any reason, he/she is responsible for
9 returning any equipment, materials or property issued to him/her, including but not limited to
10 computers, cell phones or other electronic equipment, this handbook, credit cards, keys, vehicles,
11 documents, files, etc. Employees who fail to return LDoE property may be subject to disciplinary
12 action, withholding of pay to compensate the LDoE, and/or legal action.
13

14 Employees are also required to return equipment, materials or property at any time requested by the
15 employee's supervisor, the do not comply with such requests may be subject to disciplinary action,
16 withholding of pay to compensate the LDoE, and/or legal action.
17

18 **118-A LOST OR STOLEN KEY POLICY (DRAFT NEW POLICY 6-13-22)**

19
20 Lost or stolen keys or key cards must be reported to immediate supervisor and Facilities & Maintenance
21 Manager immediately after discovery of loss or theft to change locks or deactivate key card. Individuals
22 responsible for lost or stolen keys or key cards shall pay the applicable replacement fees. Keys and key
23 cards must be stored and must be locked in a secure locking storage cabinet. Replacement keys or key
24 cards will be issued only after submission of a new key card request authorization and payment of
25 applicable fees shall be paid to the Finance Department. All key and key card requests shall be
26 approved by the immediate supervisor and the Facilities & Maintenance Manager.
27

28 Every employee issued a key will be held responsible for paying the cost of the key replacement and/or
29 the percentage amount of a master key or grand master.
30

31 Cost to replace a room key: Facilities and Maintenance Manager or designee is the only employee
32 certified to make keys, (time to cut a key is one hour), calculate the bits, issue key cards, re-issue.
33

- 34 1. Supervisor/designee hourly rate will be included in the cost to replace a key.
- 35 2. Keys designated as "Do not Duplicate Key" means they are not to be duplicated. Violation of this
36 requirement will result in disciplinary action and up to termination.
- 37 3. Estimated cost to replace keys:
 - 38 a. Room specific keys: \$75 - \$100
 - 39 b. Master Keys: this entails changing all the locks, interior and exterior, storage, 10% of total
40 cost to be paid by employee who loses the master key.
 - 41 c. Employee will be disciplined up to termination.
- 42 4. Facilities & Maintenance Department are not to open the classroom for an employee.
43

44 **120 EMPLOYMENT REFERENCES**

45
46 All requests for employment references for current and former employees must be directed to the
47 Executive Director of Operations. The Executive Director will not provide employment information
48 without a written authorization/release from the employee, and information provided will generally be
49 limited to confirmation of employment dates and factual information that can be substantiated by LDoE
50 records.
51
52
53

1 **SECTION C – WAGES AND HOURS**

2 **201 WAGES**

3
4 The Laguna Department of Education maintains wage scales for certain positions, and employees in
5 those positions shall be placed on the appropriate scale in accordance with their training and allowable
6 experience. The LDoE reserves the discretion to adjust wage scales as economic and other business
7 factors warrant.

8
9 For positions where there is no wage scale, wages are negotiated with individual employees based
10 on education, experience and position responsibilities. In certain circumstances the LDoE reserves
11 the discretion to provide additional compensation. Such compensation may be considered for
12 particular types of positions or individuals. Factors that may be considered in granting additional
13 compensation include but are not limited to difficulty in recruiting suitable candidates and working
14 conditions for particular positions.

15
16 **Section 201-A Salary Adjustments**

17
18 Once officially hired, applicants must provide official transcripts or other original documents as
19 applicable.
20 When required, licensure, certification and/or degree(s) must be from an accredited college, university
21 and/or
22 program and must be provided within 90 calendar days from the initial date of hire. All information
23 submitted
24 with the application is subject to verification. Failure to provide official transcripts or documents
25 defined in this paragraph may be grounds for disqualification and/or termination.

26
27 Returning employee who have moved on the salary schedule due to change in licensure level status
28 have ninety calendar days from the start of the new contract start date to provide official documentation
29 verifying the change. Failure to provide verification within the timeline will result in the employee
30 remaining on the existing salary until the ensuing school year.

31 **202 PAY PERIODS AND PAYCHECKS**

32
33 All employees are paid on a biweekly basis every other Thursday, for a pay period that runs according
34 to the current contract and as designated by the payroll calendar. Deductions from paychecks are made
35 as required by law as well as those authorized by the employee. Employees are encouraged to utilize
36 direct deposit or may pick up their checks from designated program assistants. In the event that a
37 payday falls on a holiday or other pre-planned closure, checks will be mailed the day before the
38 scheduled payday. If an employee authorizes another individual to pick up their paychecks, he/she must
39 submit a signed, written authorization to the Executive Director of Operations in advance.

40
41 Employees should carefully review their paychecks and report any errors or questions to the Payroll
42 Office as promptly as possible so that any needed corrections can be made.

43
44 **202-A SIGNING BONUSES FOR NEW TEACHERS IN SHORTAGE**
45 **AREAS (New Policy) effective July 1, 2021**

46
47 **1. Signing Bonuses for New Teachers in Shortage Areas**

48
49 Laguna Department of Education will offer a “New Hire Signing Bonus” in the amount of \$2,500 in areas that
50 district has a difficult time in recruiting teachers. These areas include Special Education (K-8), and Math and
51 Science fields in the Middle School.

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

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

5 Signing bonuses will be paid on the second pay period based on their contract. If the employee should leave
6 employment

7
8 with the district, either voluntarily or involuntarily, during the first school year of employment, repayment of the
9 signing bonus will be required in accordance with the following schedule:

11 Period of Time Employed	11 Repayment Percentage
12 After One Month	90%
13 After Two Months	80%
14 After Three Months	70%
15 After Four Months	60%
16 After Five Months or more	50%

17 If the employee completes a full year of teaching (186 days) and resigns, there will not be a repayment penalty.

18 **203 TIMEKEEPING**

20 All Non-Exempt Employees are required to record their work hours each week utilizing the Laguna
21 Department of Education’s approved timekeeping process. Time records should accurately reflect the
22 time the employee began work, any meal or leave time taken during the workday, and the time the
23 employee left work each day. Time records must be submitted by close of business the last business
24 day of the week before paydays.
25

26
27 Time records may not be changed without authorization of a supervisor. Altering, falsifying, or tampering
28 with time records, or recording time on another employee’s time record will result in disciplinary action,
29 up to and including termination.

30 **204 OVERTIME (amended on 7-1-19)**

31
32 Non-Exempt Employees who work over 40 hours in a work week are paid overtime at a rate of one and
33 one-half times their regular hourly rate. Overtime is based on hours actually worked and does not
34 include holidays, leave time or any other non-working time. Employees may only work overtime with
35 the prior authorization of their supervisor. Although supervisors may ask for volunteers to work
36 overtime when possible, if there are no volunteers or a particular employee is needed to perform the
37 work, employees may be required to work overtime.
38

39 Overtime is paid at time and a half for non-exempt employees (hourly employees), for every hour
40 worked, employee receives payment for 1.5 hours. However, due to budgetary constraints a non-
41 exempt employee who works overtime will be on compensatory time. Meaning he/she will be given
42 time off at a rate of 1.5 hours for every hour worked.
43

44 Subject to the limitations and exceptions set forth below, overtime at the rate of time and one-half will
45 be earned by non-exempt employees who are required to work more than forty (40) hours during the
46 work week. Comp time is at the supervisor’s discretion and must be pre-approved prior to the event
47 occurring.
48

49 All exchange time must be requested by the supervisor and not the employee. Supervisor must keep a
50 log documenting the exchange time in advance, dated and signed by the employee and the supervisor.
51

52 Overtime: Due to budgetary constraints, overtime monetary compensation is discouraged and to be

1 used in extenuating circumstances with prior supervisor approval. Compensation for overtime shall be
2 made by granting compensatory time off at a rate of one and one-half hours (1.5) for each hour of
3 overtime worked. Compensatory time off shall be used within the same pay period earned or the week
4 following the pay period, if the time accrued occurs during the second week of the pay period. If the
5 supervisor determines compensatory time off during the week following the week it is earned would be
6 disruptive to the operations of the district, such compensatory time off may be taken as soon as is
7 reasonably possible thereafter. Comp time is not offered to offset missing work hours.
8

9 Exchange time is applied when an exempt employee is needed to work on a non-work day, i.e.
10 weekend, holiday. Exchange time is at a ratio of one hour for one hour. A log must be kept by the
11 supervisor and signed and dated by the supervisor and employee to account for exchange time.
12 Exchange time must be requested by the supervisor and not the employee and utilized in extreme
13 emergencies and/or extenuating circumstances. By enlarge, exempt employees work as many hours as
14 it takes to get the job done for no additional pay and/or exchange time. When a supervisor is
15 considering exchange time for an exempt employee, he/she will consider the impact of the employees'
16 absence to the respective program and/or the services provided by the employee. Application of
17 exchange time shall be the exception and not the rule.
18

19 Flex time is used when employee's services are needed during time off and in return they take time off
20 when they choose and is pre-approved by the supervisor. The flex time is one hour for one hour. A log
21 must be kept to account for flex time. This is applicable to the Partners for Success Program and
22 Laguna Acoma Connections.
23

24 **205 Compensating employees for other services: (New Policy) 7/1/20**

25 LDoE employees cannot be independent contractors.

- 27 • Non-exempt (classified) employees, as per the Fair Labors Standards Act (FLSA), must
28 be compensated at time and a half (1.5) for each hour worked beyond their 40 hours.
- 29 • As long as we pay non-exempt employees time and a half of their hourly rate, we can
30 use non-exempt employees for additional services.
- 31 • Non-exempt employee must be 'off the clock' to get paid for additional services. They
32 can work outside the duty day or if during duty day put in for "Paid Time Off". Non-
33 exempt employees get paid overtime if they have been physically present for 40 hours
34 during the regular work week (Saturday thru Friday).
- 35 • To pay an LDoE employee for additional work, we do not create a Purchase Order (PO),
36 we submit an invoice.
37

38 **206 MEAL PERIODS**

39 Full-Time Non-Exempt Employees are provided a 30-minute unpaid meal period every workday.
40 During this meal period, employees are relieved of all duties. Employees are not permitted to work
41 through their meal periods in order to arrive late at work or leave early, except as authorized by their
42 supervisor for specific needs.
43
44

45 **207 WORK YEARS AND SCHEDULES**

46 Work years and schedules vary throughout the Laguna Department of Education depending on
47 operational needs, and Program Directors/Principals will advise employees about their individual work
48 schedules. Staffing and operational needs may necessitate variations in starting and ends times, as well
49 as variations in the total hours scheduled each day and week.
50
51

1 In general School Year Employees follow a 186-day calendar and Year-Long Employees follow a
2
3 240- day calendar. These calendars are approved by the Board of Education.

4
5 LES/LMS faculty and staff are generally expected to arrive on campus with enough time to park and be
6 at their duty stations ready to work by 7:30 a.m. and remain on campus until 4:00 p.m. every workday.
7 On delayed start school days, teachers and other instructional staff are generally expected to arrive as
8 close to the regular start time as feasible. See Section 801 for information about emergency closings.
9

10 **208 STAFF MEETINGS**

11
12 LES/LMS faculty and staff are expected to attend all meetings scheduled by the Principal. Any
13 exception must be approved in advance by the Principal and the faculty/staff member is responsible for
14 and expected to obtain any information provided at the meeting. An agenda and sign-in sheet are
15 provided at meetings; and minutes of staff meetings are kept on file in the Principal’s Office.
16

17 **SECTION D – INSURANCE AND OTHER BENEFITS**

18
19 The Laguna Department of Education offers a wide range of insurance and benefits. Eligibility for
20 insurance and other benefits are based on a variety of factors. Some insurance and other benefits
21 require employee contributions. This section provides basic information about insurance programs and
22 eligibility. For more comprehensive information about insurance benefits and eligibility, including
23 summary plan descriptions, please contact the Executive Director of Operations.
24

25 The Laguna Department of Education reserves the sole discretion to add, change or drop insurance
26 programs at any time.
27

28 **301 RETIREMENT PLAN**

29 The Laguna Department of Education has established a retirement plan for eligible employees.
30 Eligible employees may contribute a percentage of their pay (pre-tax) to the retirement plan on a
31 voluntary basis. The LDoE will match an employee’s contribution up to a maximum of five percent
32 (5%) of the employee’s annual salary. Please contact the Executive Director of Operations for more
33 information about the retirement plan.
34

35 **302 HEALTH AND DENTAL INSURANCE**

36
37 The Laguna Department of Education provides eligible Employees with access to medical and dental
38 insurance benefits effective beginning their first day of employment. Eligible employees contribute to
39 the cost of their insurance through regular payroll deductions. Employees may add dependent coverage
40 at their own expense.
41

42 Employees who terminate their employment or who experience other “qualifying events” under the law
43 (including in some cases, a reduction of hours), may be eligible to continue their health insurance at
44 their own cost for a period of time through COBRA (Consolidated Omnibus Budget Reconciliation
45 Act) coverage. Please contact the Executive Director of Operations for more information about
46 health/dental insurance coverage and COBRA benefits.
47

48 **303 LIFE INSURANCE**

49 The Laguna Department of Education provides eligible Employees with basic term life insurance equal
50 to two times the employee’s annual salary. Please contact the Executive Director of Operations for
51 more information about the life insurance plan.
52
53

1 **304 SHORT-TERM AND LONG-TERM DISABILITY INSURANCE**

2 The Laguna Department of Education provides eligible Employees with short-term and long-term
3 disability insurance, which provides income for employees who are unable to work because of a
4 qualifying disability due to injury or illness. The Executive Director of Operations will discuss the
5 details of short-term and long-term disability insurance and related issues with employees upon request
6 or whenever an eligible employee requests leave for short-term or long-term disability. See also Section
7 407.

8
9 **A. Short-Term Disability** -- Short-term disability insurance provides an employee with sixty
10 percent (60%) of his/her basic weekly earnings for up to six months. There is a seven-day waiting
11 period for disability due to illness and no waiting period for disability due to injury. Disabilities
12 covered by workers' compensation are excluded from coverage.

13
14 **B. Long-Term Disability** --Long-term disability insurance provides an employee with income
15 when they are experiencing a long-term absence from work. Long-term disability coverage begins
16 after a disability lasting six months and extends until age 65. Pro-rated benefits are available
17 beyond age 65.

18
19 **305 TERMINATION OF INSURANCE COVERAGE**

- 20
21 1. An employee who is not eligible for FMLA and is on leave without pay for four weeks
22 consecutively or longer will be held responsible for paying the full amount of the insurance
23 premiums. A payment plan will be developed in coordination and prior to the absence with the
24 Finance Department. Failure to pay for the insurance premiums in full by the Monday (of the 5th
25 week) following the four weeks of being absent will be dropped from coverage. Employee will be
26 notified in writing that the insurance coverage will be dropped effective Monday of the 5th week of
27 being absent. (7/1/19)
28 2. Once an employee leaves the district, his/her insurance coverage will terminate at the end of the
29 month of the termination date. Any premiums paid by the employee will be reimbursed for the
30 month. The Human Resources Department will inform the employee of the COBRA eligibility
31 once employee has indicated he/she will be resigning.

32
33 **306 Benefits coverage date and expiration date: (New Policy) 7/1/20**

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

36
37 **307 SECTION 125 PLAN**

38
39 Employees are offered other insurances and benefits on a pre-tax basis by a department-selected vendor
40 as allowed under the laws of the IRS. Employees may elect to select additional benefits under this plan
41 but will incur the cost of these added benefits through payroll deduction.

42
43 **308 WORKERS' COMPENSATION INSURANCE**

44
45 Employees are covered by the Laguna Department of Education's workers' compensation insurance at
46 no cost. Workers' compensation covers only work-related injuries and illnesses, and does not cover
47 injuries or illnesses that occur during an employee's voluntary participation in any off-duty
48 recreational, social or athletic activity sponsored by the LDoE. There are also exclusions for injuries
49 incurred as a result of certain employee misconduct, including intoxication. See also Section 507.

50
51 **309 Return to Work with No Restrictions: (New Policy) 7/1/20**

1
2 An employee returning to work after an extended illness and/or injury, will provide a doctor’s
3 note, releasing the employee to return to work, to the immediate supervisor in advance. If the
4 note indicates some restrictions; then the supervisor, HR Director and a third neutral party (i.e.
5 principal, director) will meet and make a determination, based on their duties and
6 responsibilities, if the employee may return to work. Facilities and Maintenance staff must have
7 a doctor’s note stating: able to return to work with no restrictions. Facilities and Maintenance
8 staff must have no restrictions in order to return to work.

9 **310 EDUCATIONAL ASSISTANCE**

10
11 The Laguna Department of Education recognizes that the skills and knowledge of its employees are
12 critical to the success of the Department. The LDoE has an educational assistance program that
13 encourages employee learning and development.

14
15 The Program Director/Principal has the discretion to pay for staff development activities such as
16 workshops, classes or training programs, contingent upon available funds.

17
18 Employees are required to obtain prior approval of the Executive Director of Operations. With prior
19 approval, employees may request payment for individual courses or courses that are part of a degree,
20 licensing, or certification program related to their current position. Employees should contact the
21 Program Director/Principal and the Executive Director of Operations for more information about
22 available educational assistance. Approval of educational assistance is at the sole discretion of the
23 LDoE.

24
25 The LDoE invests in educational assistance with the expectation that the investment will be returned
26 through enhanced job performance. If an employee voluntarily resigns their employment within one
27 year of their last educational assistance payment, he/she will be required to repay up to 100% of the
28 original payment. Employees are required to sign a written agreement agreeing to this condition upon
29 approval of an educational assistance payment.

30
31 Educational Assistance may be prepaid at the beginning of the employee’s course of study.
32 Continuation of Educational Assistance is contingent upon official documentation of satisfactory
33 course completion with a grade average of no less than a 3.0 on a 4.0 scale. Should employees fail to
34 meet the 3.0 GPA thresh hold, no further assistance shall be given.
35

36 **311 Domestic Partner Coverage**

37
38 Laguna Department of Education (LDoE) is committed to providing equal employment and educational
39 opportunities to all individuals. Therefore, the Laguna Department of Education, effective 7/1/2016,
40 will provide equal employment benefits to employees with a domestic partner of the same or opposite
41 gender. All LDoE employees that have a domestic partner as defined below shall be eligible for
42 Medical, Dental, Vision, Supplemental Life and Voluntary AD&D insurance benefits, Bereavement
43 Leave, Family and Medical Leave, and COBRA benefits. Qualifying events for COBRA include the
44 employee's death, termination or reduction in hours. Separation is not a qualifying event (as there is no
45 legal marriage).

46 **Domestic Partners**

47
48 The LDoE defines domestic partners as two (2) individuals who live together in a long-term
49 relationship of indefinite duration. There must be an exclusive mutual commitment similar to that of
50 marriage, in which the partners agree to be financially responsible for each other's welfare and share
financial obligations.

1
2 **Qualifying Criteria**

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

- 6
- 7 1. Neither partner is currently married or legally separated.
 - 8 2. Domestic partners must have been in a mutually exclusive relationship for the last twelve
9 (12) months, intending to do so indefinitely, and must share the same primary residence.
 - 10 3. Domestic partners must meet the age requirements for marriage in New Mexico and be
11 mentally competent to consent to contract.
 - 12 4. Domestic partners must not be related by blood to the degree prohibited in a legal marriage
13 in
 - 14 5. Domestic partners must be jointly responsible for the common welfare of each other and
15 share financial obligations. An Affidavit of Domestic Partnership form signed to that effect
16 and proof of three (3) of the following must be submitted to the HR Department:
 - 17 a. A joint mortgage or lease.
 - 18 b. Joint ownership of a motor vehicle, joint bank account, or joint credit account.
 - 19 c. Domestic partner named as beneficiary of life insurance.
 - 20 d. Domestic partner named as beneficiary of retirement benefits.
 - 21 e. Domestic partner named as primary beneficiary in the employee's will.
 - 22 f. Domestic partner assigned durable property or health care power of attorney.
 - 23 g. Household expenses are shared by both parties.
- 24

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

28 **Termination of Domestic Partnership**

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

32

33 **Qualifying as a Child Dependent of Domestic Partners**

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

- 35 a. Either of the domestic partners is the biological parent of the child.
 - 36 b. Either or both partners are adoptive parents of the child, or
 - 37 c. The child has been placed in the domestic partner's household as part of an adoptive
38 placement, legal guardianship, or by court order (excludes foster children).
- 39

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

41 **Exclusions;**

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

46

47 **Tax Consequences of Domestic Partner Coverage**

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

51
52
53
54

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

- 3 a. The employee's home is the domestic partner's principal home; and
- 4 b. The domestic partner is a member of the employee's household; and
- 5 c. The domestic partner receives more than half of his or her support from the employee.
6 Support includes food, shelter, clothing, medical and dental care, education and the like.
7 IRS Publication 501 provides a worksheet.

8 9 **Enrollment**

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

16 17 **Affidavit of Domestic Partnership**

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

20 21 **Termination of Domestic Partnership**

22 Forms are available from HR office and HR must be notified immediately if conditions change.
23

24 **SECTION E – LEAVE BENEFITS**

25 26 **401 PAID TIME OFF (Amended 7-1-19)**

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

33
34 PTO may be used in minimum increments of thirty minutes. Employees must request approval to use
35 PTO for planned absences by submitting a Request for Leave form to their supervisor at least five (5)
36 business days in advance. Requests will be authorized by the Principal, Director or Executive Director
37 of Operations and will be based on a number of factors including operational needs and staffing
38 requirements. In the case of an unexpected illness or other emergency, employees must request PTO
39 verbally as soon as possible, but no later than one (1) hour before the start of their workday/shift. In
40 such cases of verbal approval, the leave shall be put into the leave system immediately upon return of
41 the employee or may be put into the leave system by the Director/Principal or designee.

42
43 Unscheduled use of PTO is monitored. Employees with excessive unscheduled PTO absences or who
44 fail to obtain prior approval for PTO use when possible may result in disciplinary action and/or
45 possible loss of pay.

46
47 The LDoE reserves the discretion to require documentation for all absences. Documentation such as
48 a doctor's note for illnesses or other proof of emergency may be required if PTO absences are
49 excessive.

50
51 PTO is paid at the employee's base pay rate and does not include shift differentials, incentives or
52 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	PayPeriods	Months	Maximum Days Allowable
Certified & Non Certified staff (186 work days)	5.053	0.632	12	19	9.5	40
Coordinators, Non-Certified staff (240 work days)	6.462	0.808	21	26	12	40
Principals, Directors, Mid-Level Managers/Coordinators (240 work days)	8.000	1.000	26	26	12	40
Executive (240 work days)	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 FMLA leave until exhausted, with the balance of FMLA leave being unpaid. PTO does not accrue during FMLA, disability or unpaid leave. See also Section 403.

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

- 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.

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

1 **402 BEREAVEMENT LEAVE (revised on 7/19/23)**

2 Employees who wish to take time off due to the death of an immediate family member
3 should notify their supervisor as soon as possible. Paid time off up to four (4) days per loss
4 (no limit), may be granted to allow the employee to attend the funeral and make any
5 necessary arrangements associated with the death.

6
7 Bereavement leave will normally be granted unless there are unusual business needs or staffing
8 requirements. Employees may, with their supervisors' approval, use any available PTO for
9 additional time off as necessary.

10
11 The Laguna Department of Education defines "immediate family" legal, adopted; as father, mother,
12 brother, sister, daughter, son, husband, wife, direct in-laws, step-mother, step-father, step-brother,
13 step-sister, step-child, half-sister, half-brother, grandfather, grandmother, grandson, and
14 granddaughter.

15
16 Employees who wish to take time off due to a death outside of the immediate family may request to
17 use PTO, if available, or request Leave Without Pay (LWOP).
18

19 **403 FAMILY MEDICAL LEAVE ACT**

20
21 Employees may take family and medical leave (FMLA) under the Laguna Department of Education’s
22 policy when they meet all of the eligibility requirements. This policy sets forth several rules that will be
23 applied uniformly to all employees who may be eligible for FMLA. Please see the Executive Director
24 of Operations for more information.

25
26 **A. Eligibility and Types of Leave**

27
28 Employees who have been employed for at least 12 months and have worked at least 1,250 hours in the
29 previous 12 months are eligible for FMLA.
30

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

- 32
33 1. 12-Month Period for Birth, Adoption or Foster Care; Serious Health Condition Purposes;
34 Qualifying Exigency

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

- 37
38 a. Birth and care of the newborn child of the employee;
39 b. Placement with the employee of a son or daughter for adoption or foster care;
40 c. Care for an immediate family member (spouse, child, or parent) with a serious health
41 condition;
42 d. Medical leave when the employee is unable to work because of a serious health condition;
43 or
44 e. Qualifying exigency leave for an employee whose spouse, child or parent is a regular
45 member of the Armed Forces on covered active duty deployed to a foreign country or a
46 reserve member of the Armed Forces (including National Guard) on covered active
47 duty deployed to a foreign country under call or order to active duty in a contingency
48 operation.
49

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

1
2 When both employees work for the LDoE and are eligible for FMLA, leave for purposes of birth/care
3 of a newborn child; placement of a child for adoption or foster care; or care of a parent is limited to a
4 total of 12 weeks for both employees (although they may use any of their remaining leave entitlement
5 for other FMLA purposes).
6

7 2. 12-Month Period for Military Caregiver Leave
8

9 There is a separate 12-month period for employees eligible for military caregiver leave of up to 26
10 weeks. Such leave may be taken to care for a spouse, child parent or next of kin of an eligible service
11 member with a serious injury or illness. This leave is calculated from the first day that leave is taken for
12 this purpose and does not track the employer's designated 12-month FMLA tracking period as
13 described above. Any military caregiver leave that is not taken within the specific 12-month period is
14 forfeited. This leave period may overlap with the usual 12-month leave period designated in section
15 A.1 above and in certain circumstances this may impact the
16 employee's eligibility to take other types of FMLA leave.
17

18 **B. Intermittent/Reduced Leave Schedule**
19

20 In certain circumstances, employees may be able to take FMLA on an intermittent or reduced leave
21 schedule when medically necessary. See the Executive Director of Operations for more information.
22

23 **C. Instructional Employees**
24

25 There are special rules that apply to FMLA leave for instructional employees who request
26 intermittent/reduced leave schedule or who request FMLA near the end of a school term. Instructional
27 employees include employees whose principal responsibility is to instruct students, including but not
28 necessarily limited to teachers, coaches and special education assistants. See the Executive Director of
29 Operations for more information.
30

31 **D. Notice by Employee**
32

33 Employees requesting FMLA shall provide at least 30 days' notice to the Director of Human Resources
34 whenever the need for such leave is foreseeable. The employee shall provide appropriate medical
35 certification (or other certification appropriate to the particular request) supporting the leave request. If
36 the need for leave is not foreseeable, the employee must give as much notice as possible.
37

38 When a supervisor or the Executive Director of Operations has reason to believe that an employee is or
39 will be absent for an FMLA-qualifying purpose, he/she shall request the appropriate information from
40 the employee to determine the employee's eligibility for FMLA.
41

42 Employees are required to check in with their supervisor or the Executive Director of Operations
43 periodically, on a scheduled determined with the supervisor or Executive Director of Operations, while
44 out on FMLA.
45

46 **E. Coordination with Other Leave**
47

48 When leave is taken that qualifies both as FMLA and as another type of permitted leave, the employee
49 shall use FMLA and the other type of leave concurrently, provided that the employee meets all of the
50 eligibility requirements for each type of leave. Types of leave that shall run concurrently with FMLA
51 include, but are not necessarily limited to: PTO, disability leave, unpaid leave of absence, and absence
52 for work-related injuries. Once any applicable paid leave is exhausted, the balance of FMLA leave shall
53 be unpaid.
54

55 **F. Continuation of Health Insurance**
56

1 The LDoE will continue to pay its portion of an employee's health insurance during FMLA leave as
2
3 provided the employee is current with their remittance of their portion of the payment. Employees are
4 responsible for remitting payment for any dependent coverage on a schedule to be determined with the
5 Executive Director of Operations. In certain circumstances, if an employee fails to return to work
6 following FMLA, he/she may be required to reimburse the LDoE for the cost of health insurance paid on
7 his/her behalf during FMLA.
8

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

10
11 Before returning to work, employees taking FMLA for their own serious health condition, an employee
12 shall submit a certificate from a licensed physician indicating that they are able to return to work and
13 perform the essential functions of the position.
14

15 Employees are generally requested to provide at least two weeks' notice prior to returning to work after
16 FMLA. In general, employees will be returned to their prior position, if available, or an equivalent position
17 for which the employee is qualified.
18

19 **404 MILITARY LEAVE**

20
21 Employees will be granted a leave for military training or service upon request. Whenever possible,
22 employees are expected to provide advance notice and a copy of their orders. Employees may utilize any
23 available PTO until it is exhausted. PTO does not accrue during absences for military leave. For more
24 information about military leave, please see the Executive Director of Operations.
25

26 **405 JURY DUTY: Revision 7/1/20**

27 Employees are encouraged to fulfill their civic responsibilities by serving jury duty when required. In
28 cases where jury duty would create serious operational difficulties, either the Laguna Department of
29 Education or the employee may request that the employee be excused from jury duty.
30

31 Employees will be paid their regular pay during jury duty that occurs on work days in any one-year period.
32 Employees must turn over their jury duty pay for these days, less any mileage and/or meal expenses.
33

34 Employees are required to provide appropriate documentation of their jury duty to their supervisor. If an
35 employee is excused from jury duty during the workday, he/she is expected to report to work.
36

37 Employees continue to receive all benefits and PTO continues to accrue while an employee is on approved
38 jury duty.
39

40 **406 VOTING LEAVE**

41
42 Employees are encouraged to fulfill their civic responsibilities by voting in elections. Generally,
43 employees should be able to find time to vote either before or after their regular work hours, but in
44 extenuating circumstances, the Laguna Department of Education may grant up to two hours of paid time
45 off to vote.
46

47 Employees should request voting leave at least two workdays prior to the election and provide the reason
48 why he/she cannot vote before or after work hours. The LDoE reserves the right to deny voting leave
49 requests for operational reasons.
50

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

1
2 **407 OCCUPATIONAL DISABILITY/INJURY LEAVE**
3

4 An employee who suffers a work-related injury or illness and is approved for workers' compensation
5 benefits is considered to be on occupational disability/injury leave. The Laguna Department of Education
6 will pay the employee up to seven days until workers' compensation begins, with appropriate
7 documentation from a physician. Occupational disability/injury leave runs concurrent with Family and
8 Medical Leave, if applicable.
9

10
11 **408 PROFESSIONAL LEAVE**
12

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

16 Whenever possible, professional leave should be requested in writing on the appropriate form at least two
17 weeks in advance of the date of the proposed activity.
18

19 Professional leave may be paid or unpaid, depending on the circumstances. Generally, expenses for
20 activities required by LDoE will be paid. Based on the availability of funds and other considerations
21 (including but not limited to the cost of the activity and its value to the employee and the LDoE), some or
22 all of the expenses for activities requested by an employee may be paid or reimbursed by the LDoE. See
23 also Section 307.
24

25 **409 PROFESSIONAL DEVELOPMENT: New Policy 7/1/20**
26

27 All employees must be employed for a minimum of six (6) months prior to receiving any out-of-district
28 training/professional development, unless it is a requirement of the job.
29

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

- 33 • Staff who wish to take courses that are not required for their current job must take
34 Paid Time Off (PTO). Coursework must be (1) online courses or (2) courses that
35 do not impact the classroom or budget (i.e. subs).
- 36 • Staff who are required to take courses or wish to take courses that further their education to benefit
37 LDoE must take (1) online courses or (2) courses that do not impact the classroom or budget (i.e. subs).
- 38 • Staff who are required to take coursework for a job requirement or who are taking coursework to
39 benefit LDoE can use Professional Development (PD) up to a max of 16 hours/semester; thereafter staff
40 must use PTO.
- 41 • Staff must report mid and final semester grades which show a passing grade in order to continue to
42 utilize PD hours.
- 43 • Staff who use LDoE funds to pay for additional coursework will need to commit to working at LDoE
44 for 1 year from receipt of each fund disbursement.
45

46 **409-A SUBSTITUTE TRAINING COMPENSATION (effective 7-1-21)**
47

48 **Compensation for mandatory Substitute Teacher Training.** Substitute teachers will be
49 compensated, as per the substitute pay schedule, for mandatory training time required of
50 substitutes. If a substitute is required to attend a workshop, LDOE will pay the registration fee,
51 per-diem rate and substitute will be compensated for their time in accordance with LDOE policy.
52

1
2 **410 TRIBAL APPOINTMENT/CULTURAL ACTIVITIES LEAVE**
3

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

11
12 The Laguna Department of Education encourages and supports activities which perpetuate the cultural,
13 religious and ceremonial activities of the Pueblo of Laguna. An employee may request Paid Time-Off (PTO)
14 Leave or Leave-Without-Pay, to attend and participate in cultural, religious or ceremonial activities.

15
16 The approval of leave for employees will depend on the workload of the employee and whether the
17 employee's absence will adversely affect program operations. Management is encouraged to favorably
18 consider requests from employees to enable participation in bona fide Pueblo of Laguna cultural, religious or
19 ceremonial activities.

20
21 **Employees in Roles as Traditional Leaders (7/1/19)**
22

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

27
28 The approval of leave for employees serving in these roles will depend on the workload of the employee and
29 whether the employee's absence will adversely affect operations. Management is encouraged to favorably
30 consider requests from employees serving in these roles.

- 31
32 1. Current War Chiefs may be allowed up to 360 hours of paid leave each calendar year for
33 religious ceremonies and activities within the six (6) villages.
34 2. Former War Chiefs substituting for an elected War Chief may be allowed 80 hours of paid
35 leave each calendar year for religious ceremonies and activities that occur within the six (6) villages.
36 3. Cane bearing Staff Officers may be allowed up to 80 hours of paid leave each calendar year to
37 perform duties associated with the position.
38 4. Mayordomos may be allowed up to 80 hours of paid leave to perform duties associated with
39 the position each calendar year.
40 5. Religious leaders within each of the six (6) villages may be allowed up to 200 hours of paid
41 leave each calendar year for religious ceremonies and activities within the six (6) villages.

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

48
49 Once all paid religious leave has been exhausted, employees may use their accrued PTO or leave without
50 pay. Employees who are not eligible for paid religious leave may use their accrued PTO or leave without
51 pay to participate and/or prepare for traditional religious ceremonies. (7/1/19)
52

53 Leave without pay granted under this policy will not adversely affect employees nor be calculated and

1 included in the application of Policy 684 Leave Without Pay.
2

3 **411 UNFORESEEN/EXTENUATING EMERGENCY LEAVE POLICY (New Policy) 7/1/20**
4

5 Unforeseen/Extenuating Emergency Leave is available to an employee when the District has determined
6 that an unforeseen or extenuating emergency exists, which includes a health and safety emergency.
7 This action is taken when the temporary closure of partial or all programs under the umbrella of the district
8 is required. When Unforeseen/Extenuating Emergency Leave is granted to an employee, the employee
9 will receive compensation in the amount ordinarily due to the employee during a given pay period.
10 Depending on the duration of the emergency, adjustments to the compensation pay may be implemented
11 to include Furlough and/or a Reduction in Force, please reference the Furlough/RIF Policy in the Employee
12 Handbook. Changes to compensation shall be communicated to affected employees ten days in advance.
13

14 Due to the need to continue to operate the school during an Unforeseen/Extenuating Emergency, an
15 employee may be required to perform on or off-site work while the school is temporarily closed. Each
16 Director/Principal is hereby given the authority to make these determinations on behalf of each employee
17 under her/his direction. On or off-site work schedules and schedule adjustments shall be made at the
18 discretion of each Director/Principal, which will require the approval of the Human Resources Director
19 and Superintendent. Directors/Principals will continue to exercise the authority to modify their
20 determinations for each employee on a case by case basis. Duties, responsibilities and role of the respective
21 position will be taken into consideration when making the determination of working on-site or from home.
22 In an **Unforeseen /Extenuating Emergency**, for example; a pandemic, LDOE reserves the right to create
23 an abbreviated/modified work schedule for identified essential staff.
24

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

28 If an employee disagrees with their supervisor’s decision, the employee will have the option to take PTO
29 or Leave without Pay until further notice from their supervisor.
30

31 **412 ADMINISTRATIVE LEAVE**

32 The Laguna Department of Education may grant paid administrative leave in specific circumstances
33 not addressed elsewhere in LDoE policies. Granting administrative leave for any absence is at the sole
34 discretion of the LDoE.
35

36 **413 PERSONAL LEAVE OF ABSENCE**
37

38 A personal leave of absence without pay may be granted to an employee for up to five days in a work
39 year. A request for a personal leave of absence should be made by the employee in writing, stating the
40 precise nature of the request to his/her supervisor. The supervisor shall consult with the Superintendent
41 and Operations’ Director in deciding whether to grant the request. Granting a personal leave of absence is
42 at the sole discretion of the Laguna Department of Education and is granted for extenuating
43 circumstances only.
44

45 **414-A EMPLOYEE EARLY DISMISSAL: (7/1/19)**
46

- 47 1. Employees present on a workday when employees are dismissed early are not charged with any type of leave.

- 1 2. Employee must be present at work to be eligible for the early dismissal. Employees absent on an early dismissal
2 day are not eligible to have the early dismissal time deducted from their leave and will be charged with a full day
3 of leave.
- 4
- 5 3. If an employee is not at work during the time the Paid Administrative Leave was granted, whether on
6 approved leave or not scheduled, they are not eligible for Paid Administrative Leave.
- 7

8 **414-B Leave Without Pay Policy (7/1/19)**

- 9
- 10 1. An employee who is on Leave Without Pay status for a period of more than eight (8) hours within one
11 pay period does not accrue PTO during that pay period.
- 12
- 13 2. An employee who is on approved FMLA, Disability Leave or Worker Compensation will not accrue
14 PTO during the approved leave.
- 15

16 Leave Without Pay (LWOP)
17 An employee submitting hours for LWOP after they have already utilized 40 hours of LWOP within the
18 current school year must submit a LWOP written request, stating the precise nature of the request to
19 his/her immediate supervisor. The supervisor shall consult with the Executive Director of Operations
20 and the Superintendent in deciding whether to grant the request. **Excessive use of LWOP may result
21 in disciplinary action which may include termination.**

22

23 **414-C Leave Without Pay/Leave of Absence (NEW): effective July 1, 2023**

24

25 Leave without pay may be approved by an employee’s immediate supervisor up to a period not to exceed
26 fifteen **consecutive** calendar days for all employees (186-day, 240 day, part-time). Approved leave
27 without pay beyond fifteen days requires the approval of the Superintendent. Leave without pay may be
28 granted when annual, sick or personal leave has been exhausted by the employee. Leave of any type is
29 not accrued by an employee on leave without pay. LWOP up to one year or leave of absence may be
30 granted to employees upon request and approval by the Superintendent.

31 **A formal request for Leave Without Pay/Leave of absence will be submitted to the superintendent
32 (application for leave will be provided) two weeks (14 calendar days) in advance, except for
33 emergency extenuating circumstances.**

34 When an employee is placed on a leave of absence, every effort will be made to hold his or her position
35 open for the period of the approved leave. However, due to educational needs, it is not possible to
36 guarantee reinstatement, except where required by law. Every effort will be made to place the employee
37 in a comparable position for which he or she is qualified. If one is available and the employee does not
38 accept the position offered, he or she will be considered to have voluntarily terminated employment,
39 effective the day such refusal is made. If no comparable position becomes available within 30 calendar
40 days after the employee is ready to return, it will be treated as an involuntary termination. Acceptance of
41 outside employment while on leave of absence without prior approval will be considered a voluntary
42 termination. Falsification of the reasons for going on leave will result in the employee’s termination.
43 If the employee is unable to return from a leave of absence within the time required, the employee must
44 contact his or her supervisor at least 30 calendar days before the return date to determine if the policy
45 permits granting the employee additional leave. Failure to contact the company before the end of the
46 employee’s scheduled leave may result in termination. This will be considered a voluntary resignation.
47 If leave without pay/leave of absence request is approved beyond 15 days, the employee will pay 100%
48 of the benefit premiums. 403-B district contribution will be suspended until employee returns to work.
49 Failure to pay for the benefit premiums on due date will result in the termination of benefits.
50 Abuse of LWOP may be grounds for disciplinary action and/or termination.

1
2
3
4 **416 Leave Requests Prior to a Holiday (new policy, 7-1-22)**
5

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

11
12 The program director/supervisor for non-instructional programs (i.e. IT, Facilities & Maintenance, Administration) at
13 their discretion, will approve or deny leave requests for the day before or after a holiday.
14

15 Leave requests must be submitted within thirty working days in advance and no later than five working days from
16 actual leave day. Leave requests will be approved on a first come first serve bases.
17
18

19 **SECTION F – EMPLOYEE CONDUCT**
20

21 **501 – PROFESSIONALISM**

22 The program participants, the recipients of service for all the various programs, are among our
23 organization's most valuable assets and are stakeholders in our quest for quality. Every employee
24 represents LDoE to our community and to the public. The way we do our jobs presents an image of our
25 entire organization. Our program participants, the Board of Education and the community judge all of us
26 by how they are treated with each employee contact. Nothing is more important than being courteous,
27 friendly, helpful, and prompt in the attention you give to each person with whom you come in contact as
28 you perform all aspects of your position.
29

30 Individuals who wish to lodge specific comments or complaints should be directed to the Program
31 Director/Principal for appropriate action. Our personal contact with the public, our manners on the
32 telephone, and the communications we send are a reflection not only of ourselves, but also of the
33 professionalism of LDoE. Positive stakeholder relations not only enhance the public's perception or image
34 of LDoE, but also reflect the values and mission of the organization and its employees.
35

36 Laguna Department of Education is committed to providing quality education to each child and
37 participant in Laguna Department of Education programs. As a tribally controlled system of education,
38 Laguna Department of Education pledges to not only meet the requirements and regulations governing
39 each program, but to exceed state or national standards.
40

41 Laguna Department of Education employees will strive to achieve this goal using a proactive and positive
42 approach with all students, participants and families.
43

44 **502 ATTENDANCE**

45
46 All employees are strongly encouraged to be present every day to ensure that students are engaged in
47 learning and to ensure that the Laguna Department of Education runs smoothly. Absenteeism and
48 tardiness place a burden on other employees and the LDoE, and detract from students’ success. In the
49 rare instances when employees cannot avoid being late to work or must be absent for a reason that could
50 not be scheduled in advance, they are expected to personally notify their supervisor as soon as possible
51 before the start of the workday. School employees are required to personally contact the School Principal.

1 Notification of tardiness or absence after the start of the workday or by an individual other than the
2 employee will only be accepted in an extreme emergency. The LDoE reserves the right to request
3 appropriate documentation for all absences.
4

5 Employees should be aware that their attendance record is a factor in evaluations. Failure to follow
6 absence reporting procedures, and excessive tardiness and absences are grounds for disciplinary action,
7 up to and including termination. An employee who is absent without reporting for three consecutive work
8 days shall be considered to have abandoned their position and will be terminated.
9

10 Programs/Schools do not maintain a full substitute pool, and therefore absences must be covered by in-
11 house staff. In consideration of fellow employees, school employees are strongly encouraged to plan
12 absences in advance whenever possible.
13

14 Staff are encouraged to attend student activities such as sporting events, presentations, performances, and
15 academic competitions. There is no monetary compensation for attending such activities. However, the
16 LDOE believes that it is an important way to show support for our students.
17

18 **503 DRUGS AND ALCOHOL**

19 The Laguna Department of Education is committed to maintaining a workplace that is free from the
20 effects of drug and alcohol abuse. The LDoE strictly prohibits use, possession, distribution, sale or
21 being under the influence of illegal drugs, unauthorized prescription drugs, alcohol, or any other mind-
22 altering substance on any LDoE property, in LDoE vehicles, or while performing work for the LDoE,
23 wherever the location.
24

25 Employees may possess and take prescription drugs prescribed for them by a medical practitioner.
26 Employees are expected to inform their supervisor if they are taking any medication (over-the-counter
27 or prescription) which may cause the employee to be a danger to themselves or others in performing
28 their job duties, or which may otherwise interfere with the performance of their job duties. Employees
29 who have concerns about substance abuse may consult with the Executive Director of Operations, who
30 will provide information about available community resources.
31

32 Violations of this policy may result in disciplinary action, up to and including termination, and/or
33 required participation in a substance abuse rehabilitation or treatment program.
34

35 Any employee who performs work under a federal contract or grant is required to notify the Executive
36 Director of Operations of a criminal conviction for drug-related activity occurring in the workplace
37 within five days of the conviction.
38

39 **A. Drug and Alcohol Testing**

40
41 Employees are subject to drug testing for alcohol and drugs on a random basis, when there is
42 reasonable suspicion that an employee has violated this policy; after an accident resulting in personal
43 injury and/or property damage at work or while operating LDoE equipment; and periodic follow-up
44 testing after a positive test. Employees who receive a positive test result are not eligible for workers'
45 compensation benefits for any injury resulting from intoxication or impairment due to alcohol or drug
46 use.
47

48 Employees are required to comply with any request to undergo drug and/or alcohol testing. Refusal to
49 submit to a test, tampering with test results may result in disciplinary action, up to and including
50 termination. Employees who receive a positive test will be placed on immediate suspension and may be
51 subject to termination, based on the facts of the particular case.
52

53 All employees will receive a copy of the LDoE's drug testing procedure. Any questions about testing

1 should be directed to the Executive Director of Operations. Testing results are confidential and will
2 only be shared on a need to know basis.

3 **B. Bona Fide Religious Practices**

4
5 The Laguna Department of Education’s drug and alcohol policy is intended to protect the safety of
6 employees, students and property, and to ensure that the use of drugs and alcohol do not impair
7 employees’ performance. However, the LDoE recognizes that some employees engage in the use
8 of drugs in connection with their bona fide religious beliefs and practices. In any such case, employees
9 are required to comply with the following procedure:

- 10
11 1. An employee may not report for work or engage in any work activities for the LDoE within 24
12 hours of taking the drug. If the employee remains under the influence of the drug for a period
13 longer than 24 hours, the employee shall not report for work until he/she is no longer under the
14 influence of the drug.
- 15
16 2. If the above requirement means that an employee is going to be absent from work, he/she is
17 required to notify the Executive Director of Operations of his/her intended bona fide religious
18 use of a drug at least five work days prior to such absence, in order to allow time to make
19 scheduling arrangements.
- 20
21 3. Any absence for work due to the use of drugs for bona fide religious purposes shall be deducted
22 from the employee’s PTO or shall be unpaid.

23 **504 SMOKING**

24
25 Smoking and the use of tobacco products on Laguna Department of Education property, or in LDoE
26 vehicles is strictly prohibited. This includes the use of electronic cigarettes and devices. This policy
27 applies to employees, students and visitors. Violation of this policy by employees may result in
28 disciplinary action, up to and including termination.

29 **505 HARASSMENT AND SEXUAL HARASSMENT**

30
31 Employees may not physically, psychologically, or verbally harass other individuals. Harassment is
32 disruptive; can create an intimidating, offensive or hostile environment; damage morale, and negatively
33 affect productivity.

34
35 Sexual harassment is also against Laguna Department of Education policy. Sexual harassment includes,
36 but is not limited to, unwelcome sexual advances, requests for sexual favors, and any other verbal or
37 physical conduct of a sexual nature. Sexual harassment occurs when submission to or rejection of
38 unwanted sexual conduct is used as the basis for employment decisions, or when unwelcome sexual
39 conduct creates an intimidating, offensive or hostile working environment.

40
41 Examples of sexual harassment include, but are not limited to the following:

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

48
49 If you believe you have been the subject of harassment because of the actions of a supervisor, another
50 employee or a non-employee, immediately report the incident to your supervisor or the Executive
51 Director of Operations. Any supervisor who becomes aware of possible harassment is required to report

1 the matter as soon as possible to the Superintendent and Executive Director of Operations.

2
3 All complaints will be investigated promptly. Confidentiality will be protected to the extent reasonably
4 possible. Any employee or supervisor who is found to have engaged in harassment or discrimination
5 against another employee will be subject to appropriate disciplinary action, up to and including,
6 termination.

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

10 **506 WORKPLACE VIOLENCE**

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

16
17 Employees are expected to immediately report any threats, violent or unsafe behavior, or suspicious
18 individuals immediately to their supervisor, Superintendent or Executive Director of Operations. All
19 reports will be investigated. Retaliation against any employee for reporting a possible violation of this
20 policy or participating in an investigation is prohibited.

22 **507 WORKPLACE SAFETY AND ACCIDENT REPORTING**

23
24 Maintaining a safe work environment requires the continuous cooperation of all employees. Employees
25 are expected to follow all safety rules and procedures, to exercise caution at all times, and to report any
26 unsafe conditions to their supervisor immediately. Employees are also expected to complete all
27 required safety training.

28
29 Any accident or injury at work, no matter how minor it may seem at the time, must be reported to your
30 supervisor immediately. Employees are expected to cooperate in completing necessary forms and other
31 requirements for the filing of reports and claims.

33 **508 CONFIDENTIALITY**

34
35 The protection of confidential information is vital to the Laguna Department of Education’s operations.
36 Confidential information includes, but is not limited to most information about students, program
37 participants and families; personnel information; medical information; compensation and other
38 financial information. This does not include discussions with employees' as to their own personal
39 information.

40
41 Employees should take care not to discuss, disclose or share confidential information and materials
42 with unauthorized individuals, whether within or outside the LDoE. If an employee is not sure whether
43 particular information is confidential or should be shared with a particular individual, he/she is
44 expected to consult with his/her supervisor or other appropriate member of management.

45 Employees who improperly disclose or use confidential information are subject to disciplinary action,
46 up to and including termination.

48 **509 COMPUTER AND INTERNET USE BY EMPLOYEES**

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

5
6 LDoE computers/devices, network and Internet services are provided for purposes related to school
7 programs and operations, and performance of employees’ job responsibilities. Incidental personal use
8 of school computers/devices is permitted as long as such use: 1) does not interfere with an employee’s
9 job responsibilities and performance; 2) does not interfere with system operations or other system
10 users; and
11 3) does not violate this policy and the accompanying rules, or any other policies, procedures or rules.
12 “Incidental personal use” is defined as use by an individual employee for occasional personal
13 communications which do not interfere or conflict with his/her job responsibilities.

14
15 Compliance with this policy and the accompanying rules is mandatory. An employee who violates this
16 policy and/or any rules governing use of LDoE computers/devices shall be subject to disciplinary
17 action, up to and including termination. Illegal use of LDoE computers/devices will also result in
18 referral to law enforcement.

19
20 The LDoE utilizes filtering technology designed to block materials that are obscene or harmful to
21 minors, and child pornography.

22
23 LDoE computers/devices remain under the control, custody and supervision of the school department at
24 all times. The LDoE reserves the right to monitor all computer/device and Internet activity by
25 employees, whether on or off school premises. Employees have no expectation of privacy in their use
26 of school computers/devices, network and Internet services.

27 28 Rules 29

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

36 37 **A. Access to School Computers/Devices and Acceptable Use**

38
39 The level of employee access to LDoE computers/devices, network and Internet services is based
40 upon specific job requirements and needs. Unauthorized access to secure areas of LDoE
41 computers/devices and network is strictly prohibited.

42
43 All policies, school rules and expectations for professional conduct and communications apply when
44 employees are using LDoE computers/devices, network and Internet services, whether in use at
45 school or off school premises.

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

49 50 **B. Prohibited Uses**

51
52 Examples of unacceptable uses which are expressly prohibited include, but are not limited to, the
53 following:

1
2 1. Any use that is illegal or which violates this policy and/or other Board policies/procedures or school
3 rules, including harassing, discriminatory, threatening or bullying/cyberbullying communications
4 and behavior; violations of copyright laws or software licenses; gambling; etc. The LDoE assumes
5
6 no responsibility for illegal activities of employees while using school computers/devices.

- 7
8 2. Attempts to disable or circumvent LDoE filtering/blocking technology. Employees who believe filtering
9 should be disabled or made less restrictive for their own temporary, bona fide research or other lawful
10 purposes should discuss the matter with their building administrator.
11
12 3. Any use involving materials that are obscene, pornographic, sexually explicit or sexually suggestive,
13 harmful to minors, or intended to appeal to prurient interests.
14
15 4. Any communications with students or minors for non-school-related purpose; or allowing students to use
16 employee computers or passwords.
17
18 5. Downloading “apps” without prior authorization.
19
20 6. Any use for private financial, commercial, advertising or solicitation purposes.
21
22 7. Any sending of email or other messages to groups of school employees (except in the performance of their
23 duties as school employees) without permission of the Superintendent. Prohibited uses of the school’s
24 message systems also include but are not necessarily limited to:
25
26 a. Solicitation of membership in any non-school-sponsored organization;
27 b. Advocacy or expression by or on behalf of individuals or non-school-sponsored organizations or
28 associations;
29 c. Political or religious purposes;
30 d. Raising funds for non-school-sponsored purposes, whether profit-making or not-for-profit;
31 e. Selling articles or services of any kind, advertising or promoting any kind of business; or
32 f. Any communications that represent an employee’s views as those of the school unit or that could be
33 misinterpreted as such.
34
35 8. Any communication that represents an employee’s personal views as those of the LDoE or that could be
36 misinterpreted as such.
37
38 9. Sending mass emails or messages to school users or outside parties for any purpose without the permission
39 of the Superintendent.
40
41 10. Any malicious use, damage or disruption of LDoE computers/devices, network and Internet services; any
42 breach of security features; any failure to report a security breach; or misuse of computer passwords or
43 accounts (the employee’s or those of other users).
44
45 11. Any attempt to delete, erase or otherwise conceal any information stored on an LDoE school
46 computer/device that violates these rules or other policies or school rules, or refusing to return
47 computers/devices or related equipment issued to the employee upon request.

48 **C. Disclosure of Confidential Information**

49
50 Employees are expected to use appropriate judgment and caution in communications concerning
51 students and employees to ensure that personally identifiable information remains confidential, and
52 is not disclosed, used or disseminated without proper authorization.
53

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

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3
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5
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8
9
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.

10
11
12

E. Compensation for Losses, Costs and/or Damages

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14
15
16
17
18

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.

19
20

510 PERSONAL APPEARANCE

21
22
23
24

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.

25
26
27
28
29
30

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.

31
32

The following guidelines apply to all LDoE employees:

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49
- 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.

50
51
52
53
54

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

1 encouraged to consult with their supervisor if they have any questions about appropriate dress or
2 grooming for work.

3 **511 USE OF LDoE EQUIPMENT**

4
5 Employees are expected to exercise care in the use of all Laguna Department of Education equipment.
6 The following rules apply to the use of particular LDoE equipment.

7 **A. Telephone and Mail Systems**

8
9
10 Employees are expected to be courteous and professional in all their business telephone calls. It is
11 understood that employees may occasionally need to be make personal calls during work hours.
12 Instructional staff are expected to make calls during times when they are not responsible for students.
13 Any personal use of LDoE telephones is expected to be kept to a minimum. Employees are required to
14 reimburse the LDoE for any long distance telephone calls.

15
16 Employees are not permitted to use LDoE mail systems for personal use. In addition, employees are not
17 allowed to have personal mail or packages delivered to the LDoE.

18 **B. LDoE-Issued Cell Phones**

19
20
21 The Laguna Department of Education provides cell phones to employees who need them to perform job
22 responsibilities and for efficiency of LDoE operations. Incidental personal use of LDoE cell phones is
23 permitted as long as such use: 1) does not interfere with the job responsibilities and performance of the
24 employee and/or co-workers and 2) does not violate this policy or any other policies or rules.

25 “Incidental personal use” is defined as use by the employee to whom the cell phone is assigned for
26 occasional personal communications.

27
28 The following rules apply to the use of LDoE cell phones:

- 29
30 1. Employees are required to lock the cell phone when not in use and provide their password to the
31 IT Manager.
- 32
33 2. There is no expectation of privacy in LDoE-owned cell phones. The LDoE reserves the
34 discretion to monitor cell phone use and review the contents of cell phones.
- 35
36 3. Employees are expected to take reasonable care of the cell phone and safeguard it from loss or
37 theft.
- 38
39 4. If a cell phone is damaged, lost or stolen, this should be reported to the IT Manager as soon as
40 possible.
- 41
42 5. Employees whose job responsibilities include driving are prohibited from using their cell phone
43 (including calls, texting and all other activities) while driving. If an employee must make a call
44 while driving, he/she is expected to pull over in a safe place to make the call
- 45
46 6. Employees may not download “apps” or use their cell phones to access pornography, gamble or
47 engage in any other conduct prohibited by LDoE policy. Cell phones with cameras will not be
48 used to take pictures of secure or confidential documents or work areas.
- 49
50 7. Non-Exempt Employees may not use their cell phones outside of scheduled work hours without
51 the prior authorization of a supervisor.
- 52
53 8. Cell phone bills will be reviewed on a monthly basis and any usage over the contracted minutes

1 or plan will be the responsibility of the employee unless such use is work-related.

2
3 9. Employees are required to turn in LDoE cell phones whenever requested by the Executive

4
5 10. Director of Operations or the IT Manager, and upon termination of employment.

6
7 11. Employees are required to sign a copy of this policy acknowledging that they understand this
8 policy prior to being issued an LDoE cell phone.
9

10 **512 USE OF PERSONAL ELECTRONIC DEVICES**

11 The Laguna Department of Education does not allow personal cell phones or other electronic devices to
12 be used in a manner which interferes with the performance of job duties. Employees are expected to
13 limit use of cell phones and other electronic devices to scheduled break times except in an emergency.
14 Cell phones and other devices should be kept on silent or vibrate as a courtesy.
15

16
17 Employees may not make personal calls or use personal electronic devices in the presence of students.
18

19 **513 DRIVING ON LDoE BUSINESS**

20
21 Employees may not transport students in their own vehicles at any time, and may only transport
22 students in Laguna Department of Education vehicles with prior authorization of the Director/Principal
23 and the student's parent/guardian.
24

25 Employees must obtain prior authorization from the Executive Director of Operations before driving on
26 LDoE business and meet the following requirements. See also Section 803.
27

- 28 1. The employee must have a valid driver's license. A copy of the license must be provided.
- 29
30 2. If an employee's driver license status changes (i.e., the license lapses, is suspended or is revoked)
31 or if an employee receives a citation for a traffic violation (beyond a parking ticket), he/she must
32 notify the Executive Director of Operations immediately.
- 33
34 3. LDoE has the discretion to check the license/driving record of employees authorized to drive on
35 LDoE business at any time. If an employee whose position requires driving, and the employee loses
36 his/her license and/or becomes uninsurable, the employee may be terminated.
- 37
38 4. Employees are required to obey all traffic laws, including wearing seat belts, and drive in a safe
39 manner at all times while on LDoE business. Any accidents must be reported to the Executive
40 Director of Operations as soon as possible under the circumstances.
- 41
42 5. Employees are prohibited from using their cell phones, GPS or other electronic devices while
43 driving, except for hands-free operation. Employees are encouraged to pull over in a safe location
44 before using cell phones or other electronic devices whenever possible.
- 45
46 6. Employees may not engage in any activities, which distract from safe driving (texting, checking
47 emails, watching movies, putting on makeup, reading, etc.) while driving on LDoE business.
- 48
49 7. Any traffic or parking tickets received while driving on LDoE business are the employee's
50 responsibility.
- 51
52 8. No smoking is allowed in LDoE vehicles or any vehicles rented or leased for LDoE business.
53

1 9. Employees may not be under the influence of alcohol or drugs while driving LDoE vehicles.

2
3 10. Only drivers authorized by the LDoE may operate LDoE owned, leased or rented vehicles.

4
5 Employees who are provided vehicles for commuting, who ride the commuter van or receive a mileage
6 stipend are subject to additional rules, which are provided to the affected employees.

7 8 **514 GIFTS**

9
10 Employees may not solicit or accept gifts with a value over \$50.00 from students, parents, vendors or
11 others without the prior written approval of the Superintendent. For the purposes of this policy, “gifts”
12 includes any item or combination of items with a value of more than \$50.00, including but not limited
13 to gift cards, entertainment and travel. Under no circumstances may employees accept gifts of money.
14 If an employee has a question about whether accepting a particular gift is appropriate, he/she should
15 discuss the issue with his/her supervisor.

16 17 **515 SOLICITATION AND DISTRIBUTION OF MATERIALS/LDoE** 18 **BULLETIN BOARDS**

19
20 In an effort to ensure a productive and harmonious work environment, individuals not employed by the
21 Laguna Department of Education may not solicit or distribute literature in the workplace at any time for
22 any purpose.

23
24 The LDoE recognizes that employees may have interest in events and organizations outside the
25 workplace. However, employees may not solicit or distribute literature concerning such activities
26 during working time. (Working time does not include meal periods, breaks, or any other periods in
27 which employees are not on duty.)

28
29 The LDoE maintains bulletin boards to display important information for employees, including but not
30 limited to announcements, official memoranda and notices. If an employee has an item of general
31 interest that he/she would like to post, it should be provided to the Executive Director of Operations for
32 approval and posting. Posting of such materials is at the sole discretion of the Executive Director of
33 Operations.

34 35 **516 PARTICIPATION IN POLITICAL ACTIVITIES**

36
37 The Laguna Department of Education will not interfere with the political activities of employees.
38 However, any such activities cannot interfere with the performance of job duties.

39
40 Any employee who seeks political office must continue to fulfill all obligations of his/her position and
41 consider the welfare of the students and the LDoE foremost as he/she pursues political activities. An
42 employee shall not use his/her professional position to further the employee's political ambitions.

43
44 See Section 409 for the policy on leave for Tribal appointments. For all other political positions that
45 require an employee to spend time away from job responsibilities, the employee must make a written
46 request for leave to the Superintendent. The Superintendent will inform the Board of Education of the
47 request. The Superintendent’s decision is final. Employees may use available PTO leave for this
48 purpose; otherwise the leave will be unpaid.

49 50 **517 SOCIAL MEDIA USE**

51
52 For the purposes of this policy, “social media” is defined as on-line media applications such as social

1 networking sites, blogs, podcasts, forums, tweets, and other on-line information sources.

2
3 Employees may use social media for personal purposes on their or personal electronic devices during
4 non-work time such as authorized breaks, and before or after work. Social media may not be used
5 during work time except as specifically authorized in accordance with this policy. Employees are
6 expected to use good judgment in their personal use of social media to ensure that posts, photographs,
7 videos and other content do not violate Laguna Department of Education
8 policies, including harassment and confidentiality policies. If the LDoE becomes aware of social media
9 or any web content that violates this policy, the employee will be asked to remove the content and/or
10 may be disciplined depending on the facts and circumstances of the particular case.

11
12 The LDoE maintains an official website and may maintain a presence on specific on-line media
13 applications in order to provide important information to the public. Only authorized employees are
14 allowed to create, modify or remove content in these applications, and Supervisors/Directors/Principals
15 are responsible for monitoring content to ensure that it meets the LDoE's professional standards and
16 computer use policy. Copyrighted information cannot be posted unless prior permission has been
17 obtained from the copyright holder.

18
19 Employees may not "friend" students or engage in interactions on social media with students without
20 prior written authorization from the Superintendent. Any such request must include the educational
21 rationale and purpose of the social media use. Individual employees may be authorized to utilize
22 particular social media for business purposes. Any use of social media for authorized educational
23 purposes must be professional in tone and content; comply with all LDoE policies and not disclose any
24 confidential business information. If an employee is unsure whether particular information may be
25 discussed or disclosed, he/she is expected to consult with his/her supervisor.

26
27 **Use of personal social media accounts and user IDs for company use is prohibited.** All use of
28 social media shall be utilized to promote LDoE in a positive manner and not as a forum to
29 voice work place politics, complaints, or gossip; this type of behavior goes against the LDoE
30 Vision Statement and LDoE policies.

31
32 **Use of company social media user IDs for personal use is prohibited.** Examples of prohibited use
33 of company User IDs include: downloading and installing plug-ins or helper applications such as
34 those that try to access the company email directory, joining groups using a company user ID for
35 personal reasons, or adding personal friends to an employee's friends list.

36 37 **Section 518 Marquee Board Postings (7/1/19)**

38
39 The Laguna Department of Education marquee board is reserved for the purpose of communicating
40 district wide information with the communities. Exceptions will be considered for the sole purpose of
41 communicating general information for the Pueblo of Laguna which is inclusive of all villages and not
42 for individual villages, specialty requests and/or interest groups. Granting approval of marquee board
43 message postings is at the sole discretion of Laguna Department of Education.

44 45 **SECTION G – EMPLOYEE DISCIPLINE**

46
47 To ensure orderly operations and provide the best possible work environment, the Laguna Department
48 of Education expects employees to follow rules of conduct that will protect the interests and safety of
49 all employees, students and the LDoE. The LDoE believes that maintaining a pleasant and rewarding
50 work environment is the responsibility of each employee and in large part reflects the respect and
51 harmony that all employees afford each other.

52
53 The LDoE strives for fair treatment of all employees in making certain that disciplinary actions are
54 prompt, uniform, and impartial. Although employment with the LDoE is based on mutual consent, both

Adopted by LDoE Board of Education June 22, 2023

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

3
4
5 Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension with
6 or without pay, or termination -- depending on the severity of the problem and the number of
7 occurrences. There may be circumstances when one or more steps are bypassed.

8
9 There are certain types of misconduct that are serious enough to justify suspension or termination
10 without going through the usual progressive discipline steps. While it is impossible to list every type of
11 behavior that may be deemed such a serious offense, the following are examples of misconduct that
12 may result in immediate suspension or termination.

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

37 **501 CHAIN OF COMMAND (LINE OF AUTHORITY) – (New policy 7-1-23)**

38
39 All LDOE employees, volunteers and service providers (i.e. contractors, consultants) will adhere to the Chain of
40 Command. Failure to follow the chain of command will result in disciplinary action up to termination.

41 Flow Chart by Department)

42 **Athletics**

43 Assistant Coach → Head Coach → Athletic Director → Assistant Principal → Principal → Superintendent
44 Directors/Principals → Superintendent

45 **Academic Programs (LES, LMS):**

46 LES/LMS Support Staff → Teacher → Immediate Supervisor/Designee, i.e. Assistant Principal if applicable →
47 Principal/Director → Superintendent

48 **DEC Program**

49 DEC Assistants/Support Staff → Director → Superintendent_

50 **Facilities Management:**

51 Facilities Staff → Foreman → Operations' Director → Superintendent

1 **Finance Department:**

2 Finance Staff → Executive Director of Finance → Superintendent

3 **Human Resources/Transportation:**

4 HR Staff → Operations’ Director → Superintendent

5 Bus Drivers → Transportation Coordinator → Operations’ Director → Superintendent

6 **IT Department:**

7 IT Staff → IT Program Manager → Operations’ Director → Superintendent

8 **Office of Laguna Learning**

9
10 OLL Staff → OLL Director → Superintendent

11 **Office of the Superintendent**

12 Receptionist/Clerk → Supervisor → Director → Superintendent

13
14 **Partners for Success**

15 PFS Staff → Director → Superintendent

16
17 Standard Operating Procedure (SOP) for communication: All parent and employee issues or concerns shall be
18 addressed by following the Chain of Command. Address the issue at the building level and not circumvent the
19 Chain of Command. Employees circumventing the SOP, will be disciplined and up to termination. LDOE
20 Leadership will meet with the POL Governor and ask for their support in assistance with the Chain of Command.
21 We would ask that documentation be required which demonstrates that the chain of command was followed.
22 Communicate the Chain of Command with our employees and parents. Be clear, concise and assure that Chain of
23 Command is communicated to our employees and parents.
24

25 **SECTION H – COMPLAINT RESOLUTION PROCEDURE**

26
27 The Laguna Department of Education believes that when there is open and respectful communication
28 between employees and supervisors, most workplace issues can be resolved informally. Employees are
29 encouraged to offer constructive suggestions about workplace issues and to address concerns promptly
30 with their supervisor.

31
32 If an employee disagrees with how a policy in this handbook has been interpreted or applied to him/her,
33 he/she may utilize the following complaint resolution procedure. No employee will be penalized,
34 formally or informally, for voicing a complaint with the LDoE in a reasonable, professional manner, or
35 for using the complaint resolution procedure.

36
37 Step 1. The employee should present the complaint informally to his/her immediate supervisor for
38 discussion within five (5) business days after the action occurred. If the supervisor is unavailable or if
39 the employee believes it would be inappropriate to contact the supervisor, the employee may present
40 the complaint to the Program Director/Principal.

41
42 Step 2. The supervisor meets with the employee and responds to the complaint in writing within ten
43 (10) business days, after consulting with appropriate management.

44
45 Step 3. If the employee is not satisfied with the supervisor's decision, he/she may present his/her
46 written complaint to the Executive Director of Operations within five (5) business days. The complaint
47 should be dated and include the following:

- 48
49
- 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;
- 51
52
53
54

- 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.

1
2
3 **802 VISITORS IN THE WORKPLACE**

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

7
8 All visitors should enter the facilities at the Administration Office. Authorized visitors will receive
9 directions or be escorted to their destination. Employees are responsible for the conduct and safety of
10 their visitors. Except in an emergency, representatives of agencies such as law enforcement and social
11 services should be directed to the Program Director/Principal.

12
13 If an unauthorized individual is observed on Laguna Department of Education premises, employees
14 should immediately notify their supervisor or, if necessary, accompany the individual to the
15 Administration Office.

16
17 Principals and Program Directors are required to submit a written agenda of any public events/activities
18 at least five (5) business days in advance.

19
20 **803 BUSINESS TRAVEL EXPENSES**

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

27
28 When approved, the actual costs of travel, meals, lodging, and other expenses directly related to
29 accomplishing business travel objectives will be reimbursed by the LDoE. Employees are expected to
30 limit expenses to reasonable amounts.

31
32 Expenses that generally will be reimbursed include the following:

- 33
34
- 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.
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46 Employees who are involved in an accident while traveling on business must promptly report the
47 incident to their immediate supervisor. Vehicles owned, leased, or rented by the Department may not be
48 used for personal use without prior approval. See Section 512.

49
50 When travel is completed, employees should submit completed travel expense reports within five (5)
51 business days. Reports should be accompanied by receipts for all individual expenses. In the case of
52 hotel or airline bills, the actual hotel printout or airline receipt must accompany each expense report in

1 addition to the credit card receipt. Employees can expect to be reimbursed for expenses within
2 approximately twenty (20) days after submitting an approved travel expense report. If an employee has
3 outstanding travel advances, additional advances will not be approved until expense reports are
4 submitted.

5
6 Employees should contact their supervisor for guidance and assistance on procedures related to travel
7 arrangements, expense reports, reimbursement for specific expenses, or any other business travel
8 issues.

9
10 Abuse of this policy, including falsifying expense reports to reflect costs not incurred by the employee,
11 may result in disciplinary action, up to and including termination.

12 13 **804 REPORTING CHILD ABUSE**

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

19 20 **805 Garnishments: (7/1/20)**

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

24 25 **806 SEX OFFENDER POLICY**

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

31 32 **807 FUNDRAISING**

33 Laguna Department of Education employees, students and parent organizations shall not conduct
34 fundraising activities without the prior approval of the appropriate supervisor, i.e., Principal, Director,
35 Executive Director of Education, Executive Director of Operations, or Superintendent.

36
37 All fundraising projects must have an identified educational goal.

38
39 Fundraising activities should be kept to a minimum. All monies and goods which are donated to the
40 LDoE shall be properly receipted and accounted for in accordance with applicable LDoE policies and
41 procedures. Anyone soliciting donations, goods or money on behalf of the LDoE should have letters of
42 authorization or introduction signed by the head of the program/school.

43
44 LDoE employees and parent organizations may not use students for fundraising or selling of tickets for
45 non-approved organizations or fundraising projects.

46 47 **808 VOLUNTEERS (revised 7-1-23)**

1 The Laguna Department of Education supports the use of community resources, including volunteers,
2 to complement and support instructional programs and activities in the schools. Volunteers work in
3 partnership with, under the supervision of, and at the request of administration and staff. All volunteers

4 must be pre-approved by the Program Director/Principal and the Executive Director of Operations.

5
6 The purposes of the volunteer program are to:

- 7
- 8 1. Assist teachers in providing more individualized instruction and enrichment opportunities for students;
9 assist staff with school projects; supervise or chaperone student activities; and perform clerical work;
- 10 2. Build an understanding of and support for school programs among interested citizens; and
- 11 3. Strengthen school/community relations.

12
13 Prospective volunteers must complete an application form and confidentiality agreement. Reference and
14 background checks will be performed for all prospective volunteers. **LDOE will pay for the background**
15 **check.**

16
17 Applications will be screened and approved by the Executive Director of Operations and Program
18 Director/Principal. The Executive Director of Operations and Program Director/Principal are authorized to
19 use their discretion to decline an application or terminate the services of a volunteer if they determine it is
20 in the best interests of the LDOE.

21
22 The Program Director/Principal must approve all volunteer assignments before volunteers begin work. The
23 supervising staff member is responsible for giving volunteers a clear understanding of the duties,
24 procedures and expectations necessary to perform their assignments.

25
26 All volunteers who are approved to work with students and/or in support of school programs are expected
27 to comply with the following requirements.

- 28
- 29 1. Volunteers shall attend any required volunteer orientation/training sessions provided by the **LDOE**
30 **HR Department and building level administration.**
- 31 2. Volunteers will work with students under the immediate supervision and direction of authorized
32 school staff.
- 33 3. Volunteers shall perform only such duties and tasks specifically approved and assigned by an
34 administrator or supervising staff member.
- 35 4. Volunteers must keep all student and staff information strictly confidential. Volunteers may not
36 access, review, disclose or use confidential student or staff information without specific
37 authorization from the Executive Director of Operations and Program
- 38 5. Director/Principal. This requirement applies even after a volunteer stops performing services for the
39 LDOE.
- 40 6. Volunteers will conduct themselves in a professional manner and comply with all policies, school
41 rules and directions from school employees.

42 **809 Grow Your Own Policy Guidelines (7-1-23)**

43 **What is Grow Your Own?**

44 The Laguna Department of Education will assist employees in pursuit of career advancement by providing
45 scholarship opportunities for LDOE employees who may want to seek additional certification and or training.

46 The program provides for professional leave and scholarship awards to qualified employees. The scholarship is
47 intended to help defray the educational expenses charged by the institution including tuition, fees, books and
48 course supplies.

1 **Eligibility**

2 Applicant must:

- 3 • Be accepted into an accredited certification program or training program. Depending on the course of study, other
- 4 funds/grants could be used for non-teaching positions.
- 5 • Be a current employee for the Laguna Department of Education for at least six months with a good evaluation.

7 **Recruitment / Retention Guidelines**

8 Accepted applicants are required to complete a letter of commitment to the Laguna Department of Education for
9 no less than 2 years. Failure to fulfill this requirement will result in repayment by candidate of all monies
10 provided toward course fees and compensatory time given.

11 **Recommended Strategies**

- 12 • Provide financial support to improve hiring and retention of a diverse workforce
- 13 • Offer career advancement opportunities or program enhancement opportunities for current staff members, such as
- 14 paraprofessionals, IT and Maintenance staff, to support their efforts to gain the requisite credentials for career
- 15 advancement, which includes but not limited to leadership positions.
- 16 • Partner with local community colleges, Institutions of Higher Education, Minority Serving institutions, and other
- 17 community providers to build a pipeline of diverse candidates
- 18 • Provide ongoing professional development aimed at cultural competency and responsiveness and equity coaching,
- 19 designed to improve conditions for educators and students from underrepresented minority groups, diverse
- 20 national origins, and varying genders and sexual orientations.
- 21 • Offer time and support to candidates to complete necessary coursework and observations.
- 22 • Provide mentor teachers to guide and model competent instructional modalities while presenting opportunities for
- 23 candidates to practice teaching strategies learned under guided supervision
- 24 • Provide funding and support for teachers, paraprofessionals, IT and Maintenance staff, tribal members and Non-
- 25 Tribal members, and other underrepresented groups with a desire to study school leadership roles in an institution
- 26 of higher education

28 **Financial Support**

29 Support for career advancement opportunities for current staff members and paraprofessionals, IT and
30 Maintenance staff in their efforts to achieve the required credentials may include but are not limited to:

- 31 ○ 2 hours' release time per week for study and course completion
- 32 ○ Up to \$5000 per year stipend to cover course expenses consideration. Depending on the availability of funds.
- 33 ○ Other funding/grant sources would be available, depending on the program of study.
- 34 ○ Aid with student teaching placement
- 35 ○ Continued employment during student teaching or practicum periods is included with consideration to district cost
- 36 and staffing needs. The continued employment will be addressed on case by case basis.

38 **Requirements:**

39 Candidate must:

- 40 • Provide appropriate documentation demonstrating eligibility to an accredited certification program.
 - 41 • Fill out all necessary paperwork required by LDOE and its affiliates.
 - 42 • Commit to requirements of program.
 - 43 • Complete program successfully.
 - 44 • Provide evidence of successful completion of certification program.
 - 45 • Commit to a 2-year contract with LDOE.
- 46 ○ Failure to complete 2-year contract will require candidate to repay all monies and stipends received for the
- 47 duration of the program.
- 48

49 **810 TEACHER/STAFF MAILBOXES**

50 Each teacher and staff member has a mailbox located in the teacher lounge area or his/her office door.
51 Every employee is expected to check his/her mailbox at least once per day. School memos and other
52 documents with crucial information are delivered to mailboxes. Employees are expected to clean their
53

1 mailboxes out regularly and dispose of unneeded materials properly.
2
3
4

5 **811 PARKING**

6 Employees should only park in designated areas. Use of reserved visitor parking or leaving vehicles in
7 the parking lot overnight are not permitted without prior approval of the Principal/Executive Director of
8 Operations. Employees are not allowed to loiter or smoke in parking lots. The Laguna Department of
9 Education is not responsible for any loss or damage incurred while personal vehicles are parked on
10 school property.
11

12 **811 RENTAL OF SCHOOL FACILITIES (7-01-22)**

13
14 School buildings and grounds may be made available for educational, cultural, civic, religious, recreational,
15 governmental, and general political activities which are sponsored by responsible, recognized organizations,
16 agencies or institutions, provided that the activity does not interfere with the programs and best interests of the
17 district. The superintendent or designee is authorized to make all approvals and set all conditions for community
18 use of buildings and grounds under the directions contained in this policy. The board reserves the right to hear
19 appeals on any decision made by the superintendent.
20

21 A rental fee schedule shall be prepared by the superintendent for review and approval by the board. This schedule
22 shall be presented to the board for review and possible revision on a yearly basis.
23

24 The superintendent is authorized to set aside or reduce any scheduled or normal rental fees when a mutually
25 beneficial relationship is established between the school district and a proposed user of school facilities. The
26 superintendent shall report to the board all such arrangements. The superintendent is authorized to act on any
27 rental proposal not covered in this policy. When this occurs, the superintendent shall report the action to the board
28 and advise the board of any needed changes in the policy.
29

30 It is the intent of the board that parent-teacher groups, scouting groups, booster clubs and other school-related
31 organizations supporting student activities should have the use of school facilities for their regular meetings
32 without charge. When such groups hold special events, the charge for facilities is to be calculated on a cost-to-the-
33 district basis.
34

35 It shall be responsibility of the superintendent to assure that adequate supervision of school facilities is provided
36 during periods of community use of facilities.
37

38 Official representatives of all groups using school facilities must apply and pay for liability insurance a minimum
39 of one week in advance. Representatives of all groups must also sign a form which indicates acceptance of
40 responsibility for the care and supervision of the facilities and for payment of the rental charges, if any.
41

42 The superintendent may, when it is deemed to be in the best interest of the district, require a cash deposit above the
43 rent to be charged to cover damage to rental property. The deposit, less payment for damage done beyond wear
44 and tear on the property, shall be refunded within thirty (30) days.
45

46 Keys to school facilities shall not be issued to, nor loaned to, persons not employed by LDOE. The administrator
47 responsible for renting the facility shall ensure that district staff is available to open and close the facility on each
48 occasion it is rented. The organization or individual requesting use of the facility shall pay all employee costs
49 related to their use of the facility.
50

51 Rental charges in this policy are for the facilities only and any normal required furniture. Other charges shall
52 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/hr., 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.

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

Remain at the main entrance until 15 minutes after start time of community use or until an additional authorized user has arrived to greet their attendees. Upon arrival of additional attendees, escort authorized community user(s) to their designated area(s), unlock only areas permitted, raise/lower basketball hoop, provide contact information and inform their location in the building and inspect existing condition of space being used (ensure area is safe and clean).

Check in every hour with group leader, inform leader if their location in the building changed.

At the conclusion, perform a final inspection with the group leader and address any concerns and document.

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

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

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

SCHOOL REQUESTED: _____ PERMIT NUMBER _____

ORGANIZATION: _____

CONTACT PERSON: _____

PHONE: _____ (HOME) _____ (BUSINESS) _____

ACTIVITY DESCRIPTION: _____ BREAKFAST,
LUNCH, DINNER

FOOD PROVIDED BY: _____

DISHWASHER NEEDED: _____ YES _____ NO

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

NUMBER OF STAFF NEEDED: _____

NATURE OF STAFF DUTIES:

SPECIAL REQUIREMENTS: _____

SUBMITTED BY: _____ DATE: _____

FOOD SERVICES ONLY

1 DATE RECEIVED: _____ REVIEWED BY: _____
2

3 APPROVED: _____ DISAPPROVED: _____
4

5 COMMENTS:
6 _____
7 _____
8 _____
9

10 OFFICE OF THE SUPERINTENDENT
11 COMMENTS:
12 _____
13 _____
14 _____
15

16 SIGNATURE: _____
17

18 APPROVED: _____ DISAPPROVED: _____ DATE _____
19

