



# EMPLOYEE POLICY MANUAL

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It is the policy of the Region 9 Education Cooperative Coordinating Council to provide equal opportunities without regard to race, color, national origin, ancestry, sex, religion, age, disability, serious medical condition, debtor status under federal bankruptcy laws, genetic information, pregnancy, sexual orientation, gender identity, veteran status or spousal affiliation in its educational program and activities. This includes, but is not limited to, educational services and any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoff, training, fringe benefits, and any other term or condition of employment. Inquiries concerning the application of this policy may be referred to the Executive Director who is the Compliance Administrator for:

- Title VI and Title VII of the Civil Rights Act of 1964 as amended;
- The Pregnancy Discrimination Act;
- The Equal Pay Act;
- Age Discrimination in Employment Act of 1967 as amended;
- Americans with Disabilities Act;
- Title IX of the Education Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973; and
- New Mexico Human Rights Act.

The address is: Executive Director, Region 9 Education Cooperative, 143 El Paso Rd, Ruidoso, NM 88345. Telephone: (575)257- 2368.

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## **Key Terms**

**Employee:** Generally, interns, substitute staff members, and volunteers are included when an employee is mentioned throughout these policies, unless otherwise noted.

**Leave:** Compensatory time or other earned leave of absences. Compensatory time must be used in accordance with REC 9 policy. Compensatory time must be used before employee absences will be charged against personal or other accumulated leave.

**Holiday Pay:** No overtime compensation for holiday pay will be provided.

**Work Year:** The work year for twelve-month employees will begin on July 1 and end June 30.

**Work Week:** The hours of work between Sunday 12:00 am and Saturday 11:59pm - The minimum work week is defined as 37.5 hours per week. Exemptions may apply.

**Work Day:** The minimum length of the work day is defined as 7.5 hours per day. The schedule of hours of work for all employees may be modified to meet the needs of the program with consideration of employee classification.

**Compensatory Time:** An arrangement by which eligible employees are entitled to paid time off in lieu of overtime pay in accordance with the Fair Labor Standards Act (FLSA). Any hours worked between 37.5 hours and 40 hours are compensated at regular pay.

**Flex Time:** An exchange of hours within the work week.

**Overtime:** Hours worked over 40 hours per workweek. Covered nonexempt employees must receive overtime pay for hours worked over 40 per workweek at a rate not less than one and one-half times the regular rate of pay. The FLSA does not require overtime pay for work on weekends, holidays, or regular days of rest, unless overtime is worked on such days.

**Regular Travel:** Travel associated with the employee's assigned duties that do not require an overnight stay.

**Overnight Travel:** Pre-approved travel that requires an overnight stay.

**Duty Station:** Predetermined primary work location as identified in the employee job description.

**Chain of Command:** The order in which authority of the organization is delegated from the Executive Director to program supervisors to every employee at each level of the organization. Instructions flow downward along the chain of command. Accountability flows upward from employees to their direct supervisor back to the Executive Director.

**Intellectual Property:** Creations of the intellect for which a monopoly is assigned to designated owners by law. Intellectual property rights are the protections granted to the creators, and include trademarks, copyrights, patents, industrial design rights, and in some jurisdictions trade secrets. Artistic work including music and literature, as well as discoveries, inventions, words, phrases, symbols, and designs can all be protected as intellectual property.

**Just cause:** A reason that is rationally related to an employee's competence or turpitude or the proper performance of the employee's duties and that is not in violation of the employee's civil or constitutional rights.

## **100 - INTRODUCTION**

### **101 - LEGAL AUTHORITY**

A Regional Education Cooperative (REC) may be authorized by the New Mexico Public Education Department (PED) pursuant to the Regional Cooperative Education Act, NMSA 1978, § 22-2B-1 et seq. and rules adopted by the Public Education Department (6.23.3 NMAC – Regional Education Cooperatives). Upon authorization by the New Mexico Public Education Department (NM PED), local school boards and other state-supported educational institutions may join an REC for the purpose of

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providing education-related services. The Act also provides for the creation of a Regional Education Coordinating Council (Council) to serve as the local governing body of a duly authorized REC.

Each REC is an individual state agency that is administratively attached to the Public Education Department. Pursuant to rules of the PED, an REC may own, and have control and management over, buildings and land independent of the facilities management division of the General Services Department (GSD). Unlike most state agencies, an REC does not submit a budget to the Department of Finance and Administration. Instead, each REC must submit a budget to the PED.

The PED is required to adopt rules relating to REC budgets and expenditures. These rules are to be based on the provisions of the Public School Finance Act, NMSA 1978, § 22-8-1 et. seq. The PED secretary may, after considering the factors specified in NMSA 1978, § 22-8-38, designate a local Council to serve as a board of finance with which all funds appropriated or distributed to it shall be deposited. If such a designation is not made or if such a designation is suspended by the PED secretary, the money appropriated or to be distributed to a cooperative must be deposited with the state treasurer.

With Council approval, an REC may provide revenue-generating education-related services to nonmembers, so long as those services do not detract from the REC's ability to fulfill its responsibilities to its members. An REC is also authorized, subject to Council approval, to apply for and receive public and private grants as well as gifts, donations, bequests and devises and use them to further the purposes and goals of the cooperative. Unexpended or unencumbered balances in the account of an REC shall not revert.

Although most state agencies are subject to the provisions of the Personnel Act [Chapter 10, Article 9 NMSA 1978], the Regional Cooperative Education Act that authorizes the creation of an REC specifically exempts REC's from that Act. However, REC's are included in the definitions under Section 22-10A-2, and subject to the provisions of the School Personnel Act, NMSA 1978, § 22-10A-1 et. seq.

Region 9 Education Cooperative (REC 9) is an educational service agency committed to providing services to children, families, schools and communities of Lincoln and Otero Counties.

## **102 - HISTORY**

In 1984, the New Mexico State Board of Education (SBE) established ten Regional Center Cooperatives (RCCs) under SBE Regulation No. 84-6 (Regional Center Cooperatives). The purpose of the RCC's was to provide services for local education agencies and eligible state supported schools under Public Law 94-142, the Education for All Handicapped Children Act (EHA). EHA was enacted by the United State Congress in 1975 and was an amendment to Part B of the Education of the Handicapped Act of 1966. This law is currently enacted as the Individuals with Disabilities Education Act (IDEA), as amended in 1997. SBE Regulation No. 84-6, first filled in August 1984 and then amended in August 1990, permitted districts to submit a consolidated application for certain entitlement and discretionary funds under EHA-B.

In 1993, during the 41<sup>st</sup> Legislative Session, the Regional Cooperative Education Act was passed and signed into law by then Governor Bruce King. The Act authorized the establishment of Regional Education Cooperatives (RECs) and Coordinating Councils that could be their own board of finance that eliminated the requirement to have a member school district serve as the fiscal agent. Following the adoption of the Act, the State Board of Education adopted SBE Regulation No. 93-23 (Regional Education



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Cooperatives), which established the minimum criteria for the establishment, operation and oversight of REC's. SBE Regulation No. 93-23 was renumbered in 2001 to 6.23.3 NMAC by the Commission of Public Records – State Records and Archives.

With the creation of the Public Education Department in 2004, the secretary of public education being duly authorized to promulgate rules to carry out the duties of the department and its divisions, NMSA 1978, § 9-24-8 (D) (2004), repealed SBE Regulation No. 84-6 and amended 6.23.3 NMAC in November 2009.

Since 1984, RCC's and more recently RECs have established cooperative programs of education services with funding sources such as the reauthorized Individuals with Disabilities Education Act (2004), Drug Free School and Communities Act of 1986, Title II funds for leadership and professional development, Carl D. Perkins Vocational and Technical Education Act of 1884 and 1998, School-based Medicaid programs and other federal and state funding sources.

Legal Reference:           NMSA, 1978, § 22-2B-1 through 22-2B-6  
                                  6.23.3 NMAC  
                                  PL 94-142; New Mexico State Plan

**103 - ESTABLISHMENT**

Region 9 Cooperative Center became Region 9 Education Cooperative in 1994 upon approval of its application for REC status by the State Board of Education (SBE). Members of Region 9 Cooperative Center, as approved by the SBE, were, and continue to be, Capitan Municipal Schools, Carrizozo Municipal Schools, Cloudcroft Municipal Schools, Corona Public Schools, Hondo Valley Public Schools, Tularosa Municipal Schools, and Ruidoso Municipal Schools. In 2018, the Region 9 Cooperative Center changed its identity to Region 9 Education Cooperative.

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**200 - CONDUCT, ETHICS, AND PROFESSIONALISM**

**201 - STANDARDS OF CONDUCT**

The Coordinating Council of the Region 9 Education Cooperative hereby adopts Title 6, Chapter 60, Part 9 of the New Mexico Administrative Code - Code of Ethical Responsibility of the Education Profession as the standards of conduct by which all REC 9 employees are required to conduct themselves. It is further the policy of REC 9 that in addition to the above-referenced state rule, all employees are required to comply with all written policies, regulations, rules, or procedures established by the Public Education Department, the Coordinating Council, the Executive Director and employee's supervisor; and the lawful written or oral orders, requests, or instructions of administrative authorities.

**202 - NEPOTISM**

The Coordinating Council and the Executive Director shall avoid the initial employment or approval of initial employment of any person who is related by consanguinity or affinity within the third degree of any member of the Coordinating Council or the Executive Director. The Coordinating Council may waive the nepotism rule, but shall not authorize direct supervision of such family member.

**203 - CONFLICT OF INTEREST**

Employees of Region 9 Education Cooperative are expected to maintain the highest standards of conduct and give their full attention to their employment responsibilities at REC 9 and its member districts and institutions.

Various situations can create the potential for interfering with the physical performance of an employee's duties, or for bringing employee's personal interests or the interests of some other person, group or entity into conflict with REC 9's best interests. All employees are expected to avoid situations or relationships, which interfere with their ability to perform their duties.

**a. Outside Employment:**

The Coordinating Council expects all Region 9 Education Cooperative employees to give their assigned employment responsibilities priority, this may include working overtime. Therefore, outside employment shall not interfere with the effective performance of an employee's job related responsibilities, shall not compromise the REC 9, and shall not create a conflict of interest. Accordingly, the following rules shall govern any outside employment.

1. Employees shall not perform any duties related to outside employment during regular working hours or within other assigned job-related schedules.
2. Employees may not accept employment from or render any services for any outside person, firm, group or entity if such employment or service:
  - i. Physically impairs the proper discharge of the employee's official duties;
  - ii. Creates or tends to create a conflict between the interests of the cooperative and the employee's personal interests or the interests of the outside person, firm, group or entity; or
  - iii. Violates the Governmental Conduct Act or any other state or federal laws.
3. Any employee who has employment outside the REC 9, shall, pursuant to NMSA 1978, § 10-16-4.2, disclose the outside employment in writing and submit to the Human Resources Department within 5 days of accepting such employment. Forms are available at the Human

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Resources Office. State employees with financial interests that may be affected by their employment or service, but who are otherwise not required to file, shall submit a completed Financial Disclosure Statement to the Human Resources Office prior to entering employment and during the month of January every year thereafter.

4. Employment with the REC 9 may be terminated if an employee fails to notify the Human Resources Office in writing and such outside employment violates state or federal laws or interferes with the employee's ability to perform the duties of their current job.

**b. Gifts and Gratuities:**

The federal Anti-Kickback Act of 1986 prohibits those involved in government contracting or using federal funds, from offering, accepting, or attempting to accept inducements for favorable treatment in awarding contracts for materials, equipment, or services of any kind. The New Mexico Governmental Conduct Act, NMSA 1978, § 10-16-1 et. Seq., further prohibits employees from taking official action or accepting gifts for the primary purpose of enhancing the employee's financial interest or financial position. Therefore, REC 9 employees are prohibited from accepting anything of value in excess of one hundred dollars (\$100) from companies, organizations or individuals doing business with the cooperative. Employees are further prohibited from accepting anything of value in excess of \$100 from any other individual, organization or company, which might compromise or reasonably appear to influence the exercise of independent judgment in the performance of official duties for the cooperative.

**c. Employee Business Dealings with REC 9:**

To foster public confidence and to ensure fidelity to the mission of the member districts and institutions, it is essential that no employee be permitted to exploit the employment relationship for personal financial gain beyond his or her authorized compensation. Even a suspicion of such exploitation is sufficient to erode public confidence in the REC 9. The Coordinating Council accordingly adopts the following guidelines to guard against such eventualities.

1. General Policy: NMSA 1978, § 22-21-1, broadly prohibits employees from profiting, even indirectly with their employing agencies, beyond the basic employment relationship. Any person violating any provision of this section is guilty of a fourth-degree felony under the Criminal Code [NMSA 1978, 30-1-1 et. Seq]. Furthermore, the New Mexico Public Education Department may suspend or revoke the licensure of a licensed school employee for violation of this section. Except for authorized special services as provided below or allowable overtime compensation, it is the policy of the REC 9 that no employee shall, directly or indirectly, receive or seek to receive any monetary gain from business dealings with or work for the cooperative beyond their official employment compensation. This policy shall govern despite the potential for a technically legal sale to the cooperative in the regular course of an employee's business under the exceptions provided in NMSA 1978, § 22-21-1(B).
2. Special Contracts for Extra Duties: NMSA 1978, § 22-21-1(B), exempts from the statute's general prohibitions "cases in which school employees contract to perform special services with the . . . district or public school with which they are associated or employed during time periods wherein service is not required under a contract for instruction, administration or other employment." For the purpose of this section, Special Contracts does not include stipends for extra duties during the work day. The Executive Director, may authorize special services contracts when such action seems appropriate to meet a particular need. However, no special services contract shall be authorized in any situation:
  1. Where the additional responsibilities would interfere physically with the proper performance of the employee's primary duties; or

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- II. Where the additional responsibilities would create a conflict of interest with or tend to influence the employee's exercise of independent judgment in the performance of their primary duties, or where the potential for the appearance of such a conflict or influence reasonably exists.
3. Paid Services: To assure all students/families receive reasonable assistance without charge from their service providers and to avoid the potential for conflicts of interest, no service provider may receive any pay or anything of value in excess of \$100 directly from any student/family who is assigned to the service provider's caseload.
4. Professional Research and Publishing: Region 9 Education Cooperative has proprietary rights to publications, instructional materials, and other devices prepared by employees of the REC 9 during their paid work time. However, the Coordinating Council also recognizes the importance of encouraging writing research, and other creative endeavors by employees as an aspect of their professional development. Therefore, when original materials are developed by employees or staff committees during working time or as part of regular or special assignments for which they are paid, the REC 9 will retain exclusive rights regarding publication or reproduction but will clearly acknowledge the contributions of the employee(s) who developed the materials. When proprietary rights are reasonably in doubt, such as when original materials have been developed partly on work time and partly and demonstrably on an employee's own time, appropriate allocations of rights may be negotiated with the Coordinating Council's approval.

**d. Annual Code of Conduct:**

At the beginning of each calendar year all employees shall review and acknowledge receipt of the Code of Conduct issued by the Governor, under NMSA 1978, § 10-16-11. The signed acknowledgement form shall be retained within each employee's personnel file.

Legal Reference: NMSA 1978, § 22-21-1; NMSA 1978, § 10-16-1 et. Seq.  
Adopted: XX/XX/XXXX

**204 - CONFIDENTIALITY**

All REC 9 employees shall receive training and instruction regarding the requirements of the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA). It is essential for staff and special service staff to be committed to confidentiality and all FERPA/IDEA requirements. Interns and substitute staff shall be provided information explaining their responsibilities under FERPA and IDEA and shall only have access to student records when there is a legitimate educational interest.

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g; 34 CFR part 99) is a federal law that protects the privacy of student education records. The law applies to all educational agencies and institutions that receive funds under an applicable program of the U.S. Department of Education, which includes the REC 9. FERPA protects the privacy of a student's "education records," including information contained within education records. The Individuals with Disabilities Education Act (IDEA) (20 U.S.C.1400 et seq.; 34 CFR part 300) also provides protections and rights with regard to special education records. REC 9 and its employees shall comply with the provisions of FERPA and IDEA, including the implementing regulations, in the establishment, maintenance, correction, inspection, and disposition of student records.

For student records governed by this policy, the REC 9 designates as its custodian of records for currently enrolled students and students who have withdrawn or graduated, the Executive Director. For special

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education records governed by this policy, the REC designates as its custodian of records, the Executive Director or designee.

The REC 9 shall comply with a request for access to educational records within a reasonable period of time, but not more than 45 days after it has received the request. The REC 9 shall also respond to reasonable requests for explanations and interpretations of the records.

Generally, the REC 9 must have prior written consent from the parent or eligible student in order to disclose any information from a student's education record. The written consent must:

- Specify the records that may be disclosed;
- State the purpose of the disclosure; and
- Identify the party or class of parties to whom the disclosure may be made.

When a disclosure is made the parent or eligible student may request and the REC 9 shall provide a copy of the records disclosed. Signed and dated written consent may include a record and signature in electronic form that identifies and authenticates a particular person as the source of the electronic consent and indicates the person's approval of the information contained in the electronic consent.

The REC 9 must maintain a record of each request for access to and each disclosure of personally identifiable information from the educational records of each student. This record shall be maintained with the student's education records so long as the student's education records are maintained. Each request or disclosure must include:

- The parties who requested or received the personally identifiable information from the education records; and
- The legitimate interests the parties had in requesting or obtaining the records.

The REC 9 shall record the following information when it discloses personally identifiable information from education records under the health and safety emergency exception in FERPA:

- The articulable and significant threat to the health or safety of a student or other individuals that formed the basis for the disclosure; and
- The parties to whom the REC 9 disclosed the information.

The REC 9 shall annually notify parents of students currently in attendance, or eligible students currently in attendance, of their rights under FERPA and said declaration shall be published annually on the REC 9 website and in all student and parent handbooks. The REC 9 shall effectively notify parents who are disabled and parents of students who have a primary or home language other than English.

A school official shall be allowed access to student records without parent or eligible student consent if he or she has a legitimate educational interest in the records. A school official has a legitimate educational interest in a student's records when he or she is:

- Working with the student;
- Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities;
- Compiling statistical data;
- Reviewing an education record to fulfill the official's professional responsibility; or
- Investigating or evaluating programs.

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All contractors or other parties to whom the REC 9 has outsourced institutional services or functions, provided with student records shall comply with all provisions of FERPA and its implementing regulations.

Volunteers in the service programs are generally prohibited from reviewing records other than those of their own children; unless the Executive Director or designee has determined there is a legitimate educational interest in doing so. Volunteers shall sign a confidentiality agreement prior to volunteering in educational programs.

The REC 9 shall comply with the Federal Child Abuse Prevention and Treatment Act (CAPTA) and New Mexico's Abuse and Neglect Act, NMSA 1978, Section 32A-4-1 et seq. Under CAPTA and New Mexico's Abuse and Neglect Act, notwithstanding FERPA, a law enforcement agency or the New Mexico Children Youth and Families Department shall be given access to any of the records pertaining to a child abuse or neglect case maintained by a registered nurse, a visiting nurse, a schoolteacher, a school official, or a social worker acting in an official capacity, except as otherwise provided in the Abuse and Neglect Act.

The Executive Director, or designee, shall be responsible for ensuring the confidentiality of any personally identifiable information in records of students in special education. The REC 9 shall comply with a request by parents to inspect and review their child's special education records without unnecessary delay and before any meeting regarding an IEP, or any special education due process hearing or resolution session, and in no case more than 45 days after the request has been made.

All confidential files shall be maintained in a locked file cabinet or using approved data security measures. A paper or electronic access sheet shall be maintained for authorized staff to sign records in and out.

In addition to complying with all FERPA provisions and the REC 9's related confidentiality policies, and to the extent required under section the Health Insurance Portability and Accountability Act (HIPAA), REC 9 employees shall also adhere to the confidentiality requirements of HIPAA and its implementing regulations.

**NOTE REGARDING HEAD START REGULATIONS:** Pursuant to the Head Start Performance Standards, 45 C.F.R. Chapter XIII, Subpart C, §§ 1303.20 - 1302.24, Protections for the Privacy of Child Records, if a program is an educational agency or institution that receives funds under a program administered by the Department of Education, such as REC9, and therefore is subject to the confidentiality provisions under the Family Educational Rights and Privacy Act (FERPA), then it must comply with those confidentiality provisions of FERPA instead of the provisions in the Protections for the Privacy of Child Records regulations. Likewise, if a program serves a child who is referred to, or found eligible for services under, IDEA, then a program must comply with the applicable confidentiality provisions in Part B or Part C of IDEA to protect the personally identifiable information in records of those children, and, therefore, the provisions in the Protections for the Privacy of Child Records regulations also do not apply to those children.

Legal Reference: Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99; Inspection of Public Records Act, NMSA 1978, § 14-2-1 et seq.; Child Abuse Prevention and Treatment Act (CAPTA), 42 U.S.C. § 5101 et seq.; Abuse and Neglect Act, NMSA 1978, § 32A-4-1 et seq.

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**205 - STAFF AND STUDENT RELATIONS**

Staff members of the REC 9 are encouraged to take a sincere, professional interest in students. However, professional ethics require that staff members avoid social situations through which they could exploit their positions of authority over students.

- Staff shall not discriminate or permit students within REC 9's control, supervision or responsibility to discriminate against any other student on the basis of race, age, color, national origin, ancestry, spousal affiliation, physical or mental handicap, sex, pregnancy, sexual orientation, gender identity, disability, religion, or serious medical condition;
- Staff shall avoid using their positions to exploit or unduly influence a student into engaging in an illegal act, immoral act, or any other behavior;
- Staff shall tutor students only in accordance with their designated job duties and REC 9 policies and shall not tutor students outside of their REC 9 duties, without written permission from the student's parent(s)/legal guardian;
- Staff shall not give a gift to any one student unless all students situated similarly receive or are offered gifts of equal value for the same reason;
- Staff shall not lend a student money except in clear and occasional circumstances, such as where a student may go without food or beverage or be unable to participate in a school activity without financial assistance;
- Staff shall not have inappropriate contact with any student, whether or not on school property, which includes but is not limited to:
  1. all forms of sexual touching, sexual relations or romantic relations, including dating or courtship;
  2. inappropriate touching which is any physical touching, embracing, petting, hand-holding, or kissing that is unwelcome by the student or is otherwise inappropriate given the age, sex and maturity of the student;
  3. any open displays of affection toward mostly-boys or mostly-girls; and
  4. offering or giving a ride to a student unless absolutely unavoidable, such as where a student has missed his/her usual transportation and is unable to make reasonable substitute arrangements;
- Staff shall not interfere with a student's right to a public education by sexually harassing a student or permitting students within REC 9's control, supervision or responsibility to sexually harass any other student, which prohibited behavior includes:
  1. making any sexual advances, requests for sexual favors, repeated sexual references, any name calling by means of sexual references or references directed at gender-specific students, any other verbal or physical conduct of a physical nature with a student even where the licensed educator believes the student consents or the student actually initiates the activity, and any display/distribution of sexually oriented materials where students can see them; and
  2. creating an intimidating, hostile or offensive work/school environment by at a minimum engaging in any of the prohibited behaviors set forth above.

Legal Reference:           6.60.9.9 NMAC

**206 - CHILD ABUSE REPORTING**

Any REC 9 employee who knows or has a reasonable suspicion that a child is an abused or a neglected child must report the matter immediately to:

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- a local law enforcement agency;
- the Children, Youth and Families Department (CYFD); or
- a tribal law enforcement or social services agency for any Indian child residing in Indian country.

The law states that: every person, including a licensed physician; a resident or an intern examining, attending or treating a child; a law enforcement officer; a judge presiding during a proceeding; a registered nurse; a visiting nurse; a school employee; a social worker acting in an official capacity; or a member of the clergy who has information that is not privileged as a matter of law, who knows or has a reasonable suspicion that a child is an abused or a neglected child must report. Any person who violates the provisions of this law are guilty of a misdemeanor and may be subject to disciplinary action, up to and including termination or discharge.

Any REC 9 employee who makes a report shall immediately thereafter inform their supervisor of the report of abuse, and such supervisor shall notify the Executive Director who shall keep documentation of the report. The Executive Director shall, to the greatest extent permitted by law, keep confidential the identity of any alleged victims. Note that this policy does not require notification to any member of the REC 9 leadership team, including the Executive Director, before the report is made to a local law enforcement agency, CYFD, or a tribal law enforcement or social services agency.

The following may signal the presence of child abuse or neglect.

The child:

- shows sudden changes in behavior or school performance;
- Has not received help for physical or medical problems brought to the parents' attention;
- Has learning problems (or difficulty concentrating) that cannot be attributed to specific physical or psychological causes;
- Is always watchful, as though preparing for something bad to happen;
- Lacks adult supervision;
- Is overly compliant, passive, or withdrawn; and
- Comes to school or other activities early, stays late and does not want to go home.

The Parent/Legal Guardian:

- Shows little concern for the child;
- Denies the existence of-or blames the child for-the child's problems in school or home;
- Asks teachers or caregivers to use harsh physical discipline if the child misbehaves;
- Sees the child as entirely bad, worthless or burdensome;
- Demands a level of physical or academic performance the child cannot achieve; and
- Looks primarily to the child for care, attention and satisfaction of emotional needs.

The parent/legal guardian;

- Rarely touch or look at each other;
- Consider their relationship entirely negative; and
- State that they do not like each other.

For additional information related to the signs of physical abuse, neglect, sexual abuse, and emotional maltreatment go to [www.childwelfare.gov](http://www.childwelfare.gov).

An employee or service provider with a legal duty to inform third parties or authorities if a client poses a threat to himself or herself or another identifiable individual, pursuant to licensure, certification, or a code of ethics, shall also report such information as authorized by law.



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A person making a report in good faith is immune from civil and criminal liability. The REC 9 holds confidential any reports to CYFD, both for the reporter and the child/family involved, to the greatest extent permitted by law. A report of suspected abuse is only a request for an investigation. The person making the report does not need to prove the abuse. If additional incidents of abuse occur after the initial report has been made, make another report. It is recommended that the appropriate district superintendent and the REC 9 Executive Director, or designee also be notified in writing as soon as possible.

Legal Reference: NMSA 1978, 32A-4-3

**207 - UNLAWFUL CONDUCT: HARASSMENT AND VIOLENCE**

**a. General Statement**

Discrimination, harassment or violence because of race, color, national origin, ancestry, sex, age, physical or mental handicap, disability, equal compensation, genetic information, pregnancy, serious medical condition, sexual orientation, gender identity, spousal affiliation, religion, and any other protected class, as well as retaliation against persons who file a complaint alleging such discrimination, harassment, or violence, is illegal and will not be tolerated by the REC 9.

The REC 9 is committed to creating and maintaining a learning and working environment for employees that is free from all forms of discrimination, harassment, violence and retaliation. This policy applies to all REC 9 officers and employees, substitutes and paid or unpaid interns as well as applicants, all of which are referred to in this policy as “employees”, (regardless of immigration status), and prohibits conduct described in this policy whether engaged in by fellow employees, including by a supervisor or manager, or by someone not directly connected to REC 9 (e.g., an outside vendor, consultant, grantee, partners, education programs or visitor). REC 9 encourages the reporting of all incidents of unlawful discrimination, harassment, violence or retaliation, regardless of who the offender may be.

With regard to non-employees, the protections and prohibitions against sexual harassment as set forth in this policy apply to non-employees who provide services to REC 9 (including contractors, subcontractors, vendors, and consultants) while they are on REC 9 premises and/or while engaged in conducting business for or on behalf of REC 9.

Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business related social events or parties. Calls, texts, emails and social media usage by employees in violation of this policy may constitute unlawful workplace harassment, even if they occur away from REC 9 premises, on personal devices, or during non-work hours.

The purpose of this policy is to establish procedures employees must follow if they are aware of or subject to discrimination, harassment, violence or retaliation.

Discipline for employees found to have engaged in unlawful discrimination, harassment, violence or retaliation will be in accordance with applicable laws and relevant policies. All contractual agreements shall include a prohibition of unlawful discrimination, harassment, violence or retaliation.

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The Executive Director will act promptly to investigate all allegations, formal or informal, verbal or written, of discrimination, harassment, violence or retaliation in employment other than those regarding discrimination on the basis of sex, and discipline or take appropriate action against any REC 9 employee, contractor, vendor, consultant or volunteer who is found to have violated this policy. If the allegation concerns the Executive Director, the Human Resources Director will promptly investigate such complaint.

All allegations, formal or informal, verbal or written, of discrimination on the basis of sex shall be directed to the REC 9 Title IX Coordinator:

Name: Dahn Freed  
Title: Title IX Coordinator  
Address: 2002 Sudderth Dr.  
Phone: 575-257-2368  
Email: dahn.freed@regionix.org

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report (such as reporting to any District employee). Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator.

Any employee of the REC 9 is required to inform the Title IX Coordinator, Executive Director, or Supervising Administrator of their work site of any report made to them or any instance they observed regarding sexual discrimination or sexual harassment as soon as possible.

**b. Definitions**

Sexual Harassment: Sexual harassment by either an employee or non-employee, can include unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical contact or communication of a sexual nature.

For purposes of Title IX, "sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. An REC 9 employee conditioning the provision of an aid, benefit, or service of the REC 9 on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct on the basis of sex determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the REC 9's education program or activity; or
3. Sexual assault, dating violence, domestic violence, or stalking.

Sexual harassment may include but is not limited to:

- Verbal harassment or abuse;
- Pressure for sexual activity;
- Sexually motivated or inappropriate physical contact, other than necessary restraint of pupil(s) by teachers, administrators or other personnel to avoid physical harm to persons or property;
- Sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;

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- Sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- Behavior or words directed at an individual because of gender.

Quid Pro Quo sexual harassment: A claim of “quid pro quo” sexual harassment arises when an employer (or one exercising authority delegated by an employer) makes a decision affecting an employee’s job status, based on the willingness or refusal to submit to sexually harassing conduct of the employer. Quid pro quo also occurs when an employee is required to put up with the sexually harassing conduct or a co-employee is required to participate with some other employee, not necessarily the employer (supervisor), in providing sexual favors.

Hostile Work Environment: These claims differ from “quid pro quo” in that the employee was subjected to unwelcome sexual harassment; the harassment occurred because of the employee’s gender or sex; the harassment was sufficiently severe or pervasive to create an abusive work environment affecting a term, condition, or privilege of employment; and the employer knew, or should have known, of the harassment and failed to take remedial action. The harasser can be the victim's supervisor, a supervisor in another area, a co-worker, or someone who is not an employee of the employer, such as a client or customer.

Racial Harassment: Racial harassment consists of physical or verbal conduct relating to an individual's race or traits historically associated with race, including hair texture, length of hair, protective hairstyles, or cultural or religious headdresses, when the conduct:

- Has the purpose or effect of creating an intimidating, hostile or offensive working environment;
- Has the purpose or effect of substantially or unreasonably interfering with an individual's work performance; or
- Otherwise adversely affects an individual's employment opportunities.

Religious Harassment: Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct:

- Has the purpose or effect of creating an intimidating, hostile or offensive working environment;
- Has the purpose or effect of substantially or unreasonably interfering with an individual's work performance; or
- Otherwise adversely affects an individual's employment opportunities.

Sexual Violence: Sexual violence is a physical act of aggression or force or the threat thereof, which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts include the primary genital area, groin, inner thigh, buttocks or breast, as well as the clothing covering these areas.

Sexual violence may include, but is not limited to:

- Touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
- Coercing, forcing or attempting to coerce or force the touching of anyone’s intimate parts;
- Coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another, or
- Threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

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Racial Violence: Racial violence is a physical act of aggression or assault because of, or in a manner reasonably related to race.

Racialized Aggression: Racialized aggression is any severe, pervasive, or persistent act or conduct that targets a student, whether physically, electronically, or verbally, based on the targeted individual's actual or perceived race.

Religious Violence: Religious violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to religion.

Assault consists of:

- An attempt to commit a battery upon the person of another;
- any unlawful act, threat or menacing conduct which causes another person to reasonably believe that he is in danger of receiving an immediate battery; or
- the use of insulting language toward another impugning his honor, delicacy or reputation.

Battery is the unlawful, intentional touching or application of force to the person of another, when done in a rude, insolent or angry manner.

**c. Reporting Procedures**

An employee or covered non-employee who believes he or she has been the victim of unlawful discrimination, harassment, violence or retaliation or has knowledge or belief of such conduct that may constitute unlawful discrimination, harassment, violence or retaliation, shall report the alleged acts immediately to an appropriate administrator at partner program sites and the Executive Director or Human Resources Director. However, reports of discrimination, harassment, violence, or retaliation on the basis of sex shall be reported to the REC 9 Title IX Coordinator in accordance with the procedures discussed in 207(a), above.

Upon receipt of an allegation, the Executive Director, Human Resources Director, or Title IX Coordinator may request, but may not insist upon, a written complaint. When a verbal report is given, the Executive Director, HR Director, or Title IX Coordinator will personally reduce the report to writing within 24 hours. Use of a formal reporting form is not mandatory. However, the REC 9 encourages the use of a complaint form, which can be found on the REC 9 website or obtained from the HR Director. Submission of a good faith complaint will not affect the complainant or reporter's future employment or work assignments.

The REC 9 will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with its legal obligations to investigate, to take appropriate action, and to conform to any discovery or disclosure obligations.

**d. Investigation**

The Executive Director, designee, or Title IX Coordinator, upon receipt of a report or complaint alleging unlawful discrimination, harassment, violence or retaliation, shall immediately undertake or authorize an investigation. An investigation may be conducted by REC 9 officials or by a third party designated by the Executive Director. Investigations of sexual harassment under Title IX will follow all procedures set forth in the federal regulations implementing Title IX, specifically 34 C.F.R. § 106.45.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or

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circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

In determining whether alleged conduct constitutes a violation of this policy, the investigator will consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

In addition, the Executive Director, or designee, may take immediate steps, at its discretion, to protect the complainant, employees or non-employees pending completion of an investigation of alleged unlawful discrimination, harassment, violence or retaliation.

The investigation will be completed as soon as feasible and filed with the HR Manager. If the complaint involves the Executive Director, the report will be filed directly with the Coordinating Council. The report shall include a determination of whether the allegations have been substantiated as factual and whether there appears to be a violation of this policy.

**e. Executive Director Action**

Upon receipt of a report, the Executive Director will take appropriate action. Such action may include, but is not limited to, warning, suspension, transfer, remediation, termination or discharge. Action taken for violation of this policy will be consistent with New Mexico and federal law and Coordinating Council policies.

The results of an investigation, resulting from a complaint filed under these procedures, will be reported in writing to the complainant by the Executive Director in accordance with state and federal law regarding data or records privacy.

**f. Retaliation**

The Executive Director, or designee, will discipline or take appropriate action against any REC 9 employee or non-employee who retaliates against any person who reports alleged harassment, discrimination or violence or any person who testifies, assists or participates in a proceeding or hearing relating to such harassment, discrimination or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

**g. Right to Alternative Complaint Procedures**

These procedures do not deny the right of any individual to pursue other avenues of recourse, which may include initiating civil action or seeking redress under state criminal statutes and/or federal law.

**h. Harassment and Violence as Abuse**

Under certain circumstances, alleged harassment or violence may also be possible abuse under New Mexico law. If so, the duties of mandatory reporting may be applicable. Nothing in this policy will prohibit the Executive Director from taking immediate action to protect victims of alleged harassment, violence or abuse.

**i. Dissemination of Policy and Training**

This policy must be available for all employees and may be posted on the REC 9 website. The Executive Director, or designee, will develop appropriate methods of discussing this policy with employees and

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ensuring covered non-employees are aware of their responsibilities. The Executive Director will ensure this policy is reviewed at least annually for compliance with state and federal law.

### **300 - GENERAL EMPLOYMENT PROVISIONS**

#### **301 - EQUAL OPPORTUNITY EMPLOYMENT**

Region 9 Education Cooperative is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, ancestry, sex, religion, age, disability, serious medical condition, disability, equal compensation, genetic information, pregnancy, sexual orientation, gender identity, veteran status or spousal affiliation in its educational program and activities. This includes, but is not limited to, educational services and any aspect of employment, including hiring, firing, compensation, job assignments, promotions, layoff, training, fringe benefits, and any other term, condition, or privilege of employment.

Legal Reference: Title VI and Title VII of the Civil Rights Act of 1964 as amended; The Pregnancy Discrimination Act; Equal Pay Act; Age Discrimination in Employment Act of 1967 as amended; Americans with Disabilities Act; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; and New Mexico Human Rights Act.

#### **302 – DELEGATED HIRING AUTHORITY**

Pursuant to rules of the Public Education Department, the Council shall hire the Executive Director and necessary additional staff. The REC 9 Coordinating Council delegates authority to the Executive Director to hire necessary additional staff. Specifically, the Executive Director is responsible for making all employment decisions based on the best interests of the REC 9 and pursuant to the provisions of the School Personnel Act. The Executive Director shall report employment actions at each meeting of the Council.

Legal Reference: NMSA 1978 § 22-2B-5  
6.23.3.9(D) NMAC

#### **303 - TYPES OF EMPLOYMENT**

**a. Full-time:**

These are positions in which the required workweek equals or exceeds the established full-time workweek.

**b. Part-time**

These are either long-term or temporary jobs in which the required workweek is less than twenty (20) hours.

**c. Temporary**

These positions (whether working part-time or full-time hours) are comparatively short, irregular, infrequent or “as-needed” for a defined limited duration. The required work week may equal that of a full-time position. These positions are “at-will” and may not have access to benefits such as disability, retirement plans or health insurance.

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Legal Reference: School Personnel Act, NMSA 1978, §§ 22-10A-1 et seq.  
Public School Code, NMSA 1978, Chapter 22  
Educational Retirement Act, NMSA 1978, 22-11-1 et seq.

**304 – LICENSED AND UNLICENSED CLASSIFICATIONS**

**a. Licensed School Administrator**

These positions have an educational and licensure requirement. An applicant must provide an active license from the Public Education Department to be qualified. These employees are required to have an annual contract in writing to include the terms of service and other provisions required by the Public Education Department rules and are exempt from Sections 22-10A-22, 22-10A-23, 22-10A-24 and 22-10A-25 of the School Personnel Act.

**b. Unlicensed District-wide Management (Unlicensed Administrator)**

There is no statutory definition in the School Personnel Act for an unlicensed district-wide manager, but the key legal term in the Act is “performing primarily district wide management functions.” The term district is applicable to the REC 9. Factors to be considered in determining if the position is an unlicensed management position include the following:

- does the position manage a resource that is used district wide;
- does the position have purchasing authority;
- does the position supervise other employees and have authority to recommend the hiring, termination and discipline of those employees;
- does the position title indicate a district wide responsibility;
- does the position receive a higher salary than non-managerial positions;
- does the position job description require district wide management functions; and
- does the position accrue annual and sick leave consistent with other managerial positions?

Unlicensed District-Wide Managers typically include managers/directors in IT, HR, transportation, and may have the title of administrator. It is important to note that while a person may hold a license from PED, if the position does not require a license, the employee would not be classified as a licensed school administrator; the position would be considered an unlicensed district-wide manager (administrator). These employees are not eligible for annual contracts, are “at-will,” and exempt from Sections 22-10A-22, 22-10A-23, 22-10A-24 and 22-10A-25 of the School Personnel Act.

**c. Licensed School Employee**

These positions are defined in the School Personnel Act as teachers and instructional support providers. These positions require a license from the Public Education Department and may have an educational requirement from an institution of higher learning.

Teacher means a person who holds a level one, two or three-A license and whose primary job is classroom instruction of supervision, below the school principal level, of an instructional program or whose duties include curriculum development, peer intervention, peer coaching or mentoring or serving as a resource teacher for other teachers.

Instructional support provider means a person who is employed to support the instructional program of a school district, including educational assistant, school counselor, social worker, school nurse,

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speech-language pathologist, psychologist, physical therapist, occupational therapist, recreational therapist, marriage and family therapist, interpreter for the deaf and diagnostician.

These employees are salaried and required to have an annual contract in writing to include the terms of service and other provisions required by the Public Education Department rules and may only be discharged for just cause during the term of the contract.

Discharge and termination of licensed employees is subject to the School Personnel Act.

**d. Unlicensed Employees**

These positions include occupations such as trades, labor, technical and clerical, i.e. custodians, maintenance, cook, bookkeeper, payroll and benefits specialist. These employees are not eligible for annual contracts and after employment for one year can only be terminated for just cause.

Legal Reference:           School Personnel Act, NMSA 1978, §§ 22-10A-1 et seq.  
                                  Public School Code, NMSA 1978, Chapter 22

**305 - RECRUITMENT AND APPLICATIONS**

The REC 9, within the limits of its budget and the approved salary schedule, is committed to the policy of acquiring and retaining the most qualified personnel. Applications are only accepted when a job is advertised in a newspaper and/or REC 9 website. All qualified applicants will become part of the applicant pool and given consideration in filling positions within the REC 9. Applications, job descriptions and requirements, and salary schedules will be available in the REC 9 personnel office.

**306 - BACKGROUND AND REFERENCE CHECKS**

The REC 9 will verify employment history, verify educational credentials and contact personal/professional references for each applicant recommended for employment; including substitutes, temporary employees, and volunteers, contractors, or contractor's employees who may have unsupervised contact with children or students on school premises. Each such applicant will also be subject to a criminal history investigation, based upon fingerprint identification, as a condition for further consideration for employment.

An applicant who has been offered employment shall provide two Federal Bureau of Investigation (FBI) fingerprint cards or the equivalent electronic fingerprints to the Executive Director, or designee, to obtain a criminal history report from the FBI. REC 9 will pay the cost of obtaining the FBI criminal history record for applicants offered employment.

A volunteer, contractor or contractor's employee who may have unsupervised access to students on school premises shall provide two FBI fingerprint cards or the equivalent electronic fingerprints to the Executive Director, or designee, to obtain a criminal history report from the FBI. A school volunteer, contractor or contractor's employee may be required to pay for the cost of obtaining an FBI criminal history record. In such cases, permission to volunteer and approval of contracts shall be subject to a satisfactory a criminal history report from the FBI.

Convictions of felonies or misdemeanors contained in the FBI criminal history report shall be used in accordance with the New Mexico Criminal Offender Employment Act; provided that other information



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contained in the record, if supported by independent evidence, may form the basis for employment decisions.

All offers of employment are contingent upon the satisfactory completion of a comprehensive background investigation. Criminal convictions shall not automatically bar an applicant from obtaining employment with REC 9, but, pursuant to the Criminal Offender Act, may be the basis for refusing employment.

In accordance with the Head Start Act, Section 648A: Before REC 9 employs an individual for the Head Start program, it will conduct a criminal record check, including fingerprinting, covering all jurisdictions where the grantee provides Head Start services to children.

With regard to existing employees, REC 9 may conduct equivalent background investigations if it becomes aware of facts; circumstances or conduct giving rise to a reasonable suspicion that undisclosed aspects of the employee's background might disqualify him or her to continue in employment with the REC 9.

Federal Bureau of Investigation criminal history records and any related information shall be privileged and shall not be disclosed to a person not directly involved in the employment decision affecting the specific applicant who has been offered employment, permission to volunteer or a contracting decision affecting the specific applicant, volunteer, contractor or contractor's employee who has been offered employment, a volunteer position or a contract and will have unsupervised access to students on school premises.

Legal Reference:           Criminal Offender Employment Act, NMSA 1978, § 28-2-1 et seq.  
                                  School Personnel Act, NMSA 1978, § 22-10A-5, § 22-10A-5.2 and § 22-14-32  
                                  Head Start Act, 42 U.S.C. § 9801 et seq.

**307 - ACCEPTANCE OF INITIAL OFFER OF EMPLOYMENT**

An applicant who has been offered initial employment or another position, excluding temporary, summer school and federally funded programs approved for less than a year, shall deliver to the Executive Director, or designee, a written acceptance or rejection of employment within five days of the offer, or as stated in the offer of employment, or the offer may be void.

**308 - EMPLOYMENT ELIGIBILITY VERIFICATION (Form I-9)**

All persons employed on or after November 7, 1986, will be required to verify their identity and employment authorization to work in the United States as required by the United States Immigration and Control Act of 1986. The REC 9 must ensure proper completion of Form I-9 for each individual hired for employment. This includes citizens and noncitizens. Both the employee and an authorized representative of the REC 9 must complete the form. On the form, an employee must attest to his or her employment authorization. The employee must also present the REC 9 with acceptable documents evidencing identity and employment authorization. The REC 9 authorized representative must examine the employment eligibility and identity document(s) an employee presents to determine whether the document(s) reasonably appear to be genuine and to relate to the employee and record the document information on the Form I-9. The list of acceptable documents can be found

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on the last page of the form. The REC 9 must retain the Form I-9 for a designated period and make it available for inspection by authorized government officers.

Legal Reference:            Immigration Reform and Control Act of 1986

**309 - FLSA CLASSIFICATION OF POSITIONS**

The Fair Labor Standards Act, commonly known as the FLSA, establishes standards for minimum wages, overtime pay and exemption therefrom, as well as record keeping requirements and child labor restrictions. With regards to overtime pay, the FLSA requires positions to be classified as exempt or non-exempt. Pursuant to this requirement, REC 9 Human Resource staff shall classify each position when the job description is created, when a vacancy occurs or when duties are changed. The designation of exempt or non-exempt shall be clearly reflected in each job description.

**Exempt:** Positions may be designated as "exempt" (salaried) under the federally defined Executive, Professional, Administrative, or Computer-Related occupation provisions of the law. Job titles do not determine exempt status. In order for these exemptions to apply, the position specific job duties and compensation must meet all the requirements of the U.S. Department of Labor regulations.

Individuals appointed to exempt positions are paid on a salaried basis and are expected to work the hours necessary to complete the work required of the position. The REC 9 has established core work hours and/or work schedules for exempt employees, however, positions with exempt status are not eligible for overtime or compensatory time.

**Non-Exempt:** Positions designated as "non-exempt" are eligible for overtime and/or compensatory time. Additional time and overtime beyond the defined work-week requires prior approval from the program supervisor before the work is performed.

Legal Reference:            Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201 -219

**310 - COMPENSATORY TIME / OVERTIME**

All employees are expected to perform the duties set forth in their job description during the hours set forth in their job description, REC 9 policy or their contract. In order to accrue/use compensatory/overtime an employee must have prior written approval from their supervisor.

In lieu of overtime pay, eligible non-exempt employees may be granted compensatory time which **must be utilized by the second pay period following the overtime** worked or by the end of the employee contract, whichever occurs first.

Exempt employees are not entitled to overtime pay or compensatory time. However, it is the purpose of this policy to reflect the Executive Director's intent to recognize an exempt employee's occasional preauthorized extra duty performed beyond the minimum time set forth in their job description, REC 9 policy or their contract. It is not the intent of the Executive Director to compensate an exempt employee hour for hour for extra duty, but rather to recognize that compensatory time may be granted to exempt employees by the Executive Director.

Legal Reference:            Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201 -219

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**311 - SALARY SCHEDULES**

On an annual basis, prior to the start of a new fiscal year, the human resource manager will prepare salary schedules for each employee classification within the budgetary constraints of anticipated revenues for the review and approval of the Coordinating Council. These schedules will form the basis for determining the annual salary of employees.

Each employee is responsible for verification of applicable experience and educational credited courses. All verification of education and experience must be in the human resource manager's office by October 1st to be considered on the current year salary schedules. New employees must provide transcripts and proof of work experience within 30 days from their contract date in order to be counted on current year salary schedules.

Steps on the salary schedule for additional experience or education may be granted on an annual basis. However, the Executive Director reserves the right to refuse annual increases.

Prior experience in approved settings may be credited on the salary schedule as determined by the Executive Director. A full year's experience may be credited on the salary schedule if approved by the Executive Director. Fractional years of experience will be dropped if less than ninety (90) days.

The maintenance and integrity of salary schedules is dependent upon the receipt of adequate federal and/or state funds.

Legal Reference: NMSA 1978, § 22-10A-7, § 22-10A-10, § 22-10A-11 and § 22-10A-39

**312 – RE-EMPLOYMENT OF LICENSED SCHOOL EMPLOYEES**

On or before fifteen working days prior to the last day of the school year, the Executive Director, or designee, shall serve written notice of reemployment or termination on each licensed school employee employed by the REC 9; with the exception of Licensed School Administrators. A notice of reemployment shall be an offer of employment for the ensuing school year. A notice of termination shall be a notice of intention not to reemploy for the ensuing school year. Failure of the Executive Director, or designee, to serve a written notice of reemployment or termination on a licensed school employee shall be construed to mean that notice of reemployment has been served upon the licensed school employee for the ensuing school year according to the terms of the existing employment contract, but subject to any additional compensation allowed other licensed school employees of like qualifications and experience.

Each licensed school employee shall deliver to the Executive Director or designee, a written acceptance or rejection of reemployment for the ensuing school year within fifteen days from the following:

1. the date written notice of reemployment is served upon the licensed school employee; or
2. the last day of the school year when no written notice of reemployment or termination is served upon the licensed school employee on or before fifteen working days prior to the last day of the school year.

Delivery of the written acceptance of reemployment by a licensed school employee creates a binding employment contract between the licensed school employee and the Executive Director until the

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parties enter into a formal written employment contract. Written employment contracts between the Executive Director and a licensed school employee shall be executed by the parties not later than ten days before the first day of a school year.

Legal Reference:           NMSA 1978, § 22-10A-22 and § 22-10A-23  
                                  6.67.2 NMAC

**313 - EMPLOYEE GRIEVANCE/COMPLAINT RESOLUTION PROCEDURE**

As used in this policy “grievance” includes the terms “complaint,” “dispute,” or “concern.” “Working days” means any day employee is required to work, which may include evenings and weekends.

The Council recognizes that in the normal course of operations, one or more employees may feel that federal or state law, Council policy and rules, or the application of the same, adversely and unfairly affects their interests. The Council encourages informal resolution of all grievances, where possible. Employees should bring concerns to their supervisor or appropriate administrator as soon as possible, but no later than 10 days, to allow prompt, timely resolution of complaints.

Where informal resolution of a complaint or concern is not possible, this policy permits employees to formally address their grievances, without fear of retaliation. This policy shall not be construed to create new or additional rights beyond those granted in other laws or policies, nor does the grievance process require a full evidentiary hearing at any level.

A grievance may be voluntarily withdrawn at any time in the process. Once a grievance is withdrawn it cannot be re-opened. If at any time during the grievance process the REC 9 grants the remedy requested, the grievance shall be terminated at that time and may not be further appealed.

If Council members are contacted by an employee(s) regarding a grievance such members shall direct the employee(s) to follow the appropriate employee grievance process. Should the grievance be appealed to the Council level, it will be considered by the Council, consistent with policy.

This policy does not apply to complaints or appeals of an administrative discharge or termination which are governed by separate law and policy.

Grievable issues include, but are not limited to:

- Misapplication of REC 9 policies, state laws or federal laws;
- Specific allegations of unlawful employment discrimination and/or whistleblower complaints as defined in state or federal law; or
- Retaliation relating to complaints of unlawful discrimination, harassment, sexual harassment and/or whistleblower complaints, as defined in federal and state law.

The formal grievance process is initiated by completing a grievance form, available at the human resources office of the REC 9, or in the Executive Director’s office. A grievance must be initiated within ten (10) working days of the date the employee became aware of the events grieved (or with reasonable diligence should have known of the events grieved) or within ten (10) working days after informal resolution was attempted, if that date is later. Any grievance not received within this time period shall be dismissed as untimely and shall not be subject to further appeal or review. In addition, any grievance

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appeals received outside the timelines below shall also be dismissed as untimely and that dismissal is not subject to further appeal or review.

Any documents related to the grievance should be included with the Level I grievance form. Documents not submitted at Level I may not be considered in future levels.

Level I Grievance: A Level I grievance must be delivered to the HR Manager, or designee. If the grievance alleges unlawful discrimination or harassment, the supervisor or HR Manager will provide a copy of the grievance to the Executive Director.

The HR Manager, or designee, will investigate the Level I grievance and mail (or email if available) a written response to the grievant within fifteen (15) working days of receipt of the grievance, as determined by a date stamp on the document indicating receipt by the HR Manager, or designee. By mutual written agreement, the response time may be lengthened in order to fully investigate the complaint.

Level II Appeal:

If the grievant did not receive a Level I response, or does not consider the grievance to have been resolved at Level I, a Level II appeal may be filed within ten (10) working days after receipt of the Level I response, or after the deadline for sending the Level I response has passed. Level II appeal forms are available in the Human Resources office, or in the Executive Director's office. A copy of the Level I response must be included with a Level II appeal, if received.

A Level II appeal will be considered by the Executive Director or Designee. The Executive Director or Designee may, at their discretion, conduct an investigation of the complaint, call a meeting with the grievant, or make a determination based on the information submitted by the grievant.

The Executive Director or Designee will mail (or email if available) a written Level II response to the grievant within fifteen (15) working days of receipt of the grievance, as determined by a date stamp on the document indicating receipt by the Executive Director's office. By mutual written agreement the response time may be lengthened in order to fully investigate the complaint.

Unless the grievant alleges a violation of law, the Level II decision is final and may not be appealed. However, if the grievant alleges a violation of law, or if the grievant does not receive a written Level II response within the timeframe above, or as otherwise agreed, the grievant may appeal to Level III.

Level III Appeal:

If the grievant did not receive a Level II response, or if the complaint alleges a violation of law that has not been satisfactorily resolved at Level II, a Level III appeal may be filed in the Executive Director's office within ten (10) working days after receipt of the Level II response, or after the deadline for sending the Level II response has passed. Level III appeal forms are available in the Human Resources office, or in the Executive Director's office. A copy of the Level I and II responses must be included with a Level III appeal, if received.

The Executive Director or Designee will advise the Council President of receipt of a Level III appeal and, at its next scheduled Council meeting, the Council shall review the appeal in executive session and determine whether the complaint is a matter to be considered by the Council. The Council may, at its discretion, decline to consider the grievance and direct the grievant to accept the Level II remedy or

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response. The grievance shall then be considered closed and shall not be subject to further appeal or review.

If the Council agrees to consider the Level III appeal, the Council shall inform both the Executive Director and the grievant, in writing, within ten (10) working days of its decision to consider and the date it will hear the appeal of the Level II decision. That appeal shall be heard by the Council within thirty (30) working days after receipt of the Level III appeal, unless otherwise agreed in writing by the grievant and the Council.

At a properly posted meeting, the Council shall consider the complaint. The Council may give notice of its decision to deny the grievance or grant the remedy sought either orally or in writing at any time up to and including the next regularly scheduled Council meeting. If the Council does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Council upholds the decision at Level II.

**400 - EVALUATION, DISCIPLINE AND DISCHARGE/TERMINATION OF  
EMPLOYMENT**

**401 - SUPERVISION AND EVALUATION**

The Executive Director shall be responsible for designing and implementing an effective personnel supervision structure.

The Executive Director shall also maintain a system of evaluation for all personnel in compliance with federal and state laws. Personnel evaluations shall be utilized to monitor employee continued growth and professional development.

Legal Reference:           School Personnel Act, NMSA 1978, § 22-10A-1 et seq.

**402 - CHAIN OF COMMAND**

All REC 9 employees will be responsible to and report to the Executive Director. When an REC 9 employee is working in another location other than the REC 9 main office, he/she is to follow building/district policies and procedures.

**403 - DISCIPLINE**

All REC 9 employees are expected to perform the duties and responsibilities of their positions competently and professionally. All REC 9 employees are also expected to adhere to applicable laws, policies, procedures, and applicable codes of conduct and/or ethics for the specific sites to which each is assigned.

Progressive discipline shall be used whenever appropriate. Progressive discipline can range from a reminder, to an oral or written reprimand, to a suspension or dismissal. There are instances when a disciplinary action, including termination or discharge, is appropriate without first having imposed a less severe form of discipline.

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Employment at REC 9 carries a responsibility for each member of the staff to comply with established state and federal laws, rules and regulations, policies and procedures and ethical behavior at all times. Employees will be expected to familiarize themselves with all applicable laws and policies.

Violation of these laws or policies may result in corrective action, which may take the following into consideration:

- All corrective action shall be fair and impartial, and shall conform to all applicable laws;
- Effort will be made to obtain all the facts before any action is taken;
- Corrective action may be a verbal warning, written warning, suspension, termination or discharge - in progressive stages or in a single action- depending upon the facts.

All corrective actions shall be reviewed and approved by the Executive Director. Written copies of all coaching, conferencing and warnings should bear the employee's signature indicating that the employee is aware of the action. Signature does not necessarily signify agreement or admission of the action. If the employee refuses to sign, the Executive Director shall sign the action to record the employee's verbal refusal.

The goal of corrective action is typically to correct the action and/or reinforce adherence to the rules. Should an employee continue the violation, additional corrective action may follow depending on the severity of the infraction.

**Insubordination** means actual or implied willful refusal to follow written policies, regulations, rules, or procedures established by the Public Education Department, the Coordinating Council, Executive Director, or administrative authorities; or the lawful written or oral orders, requests, or instructions of administrative authorities. Acts of insubordination may be grounds for immediate termination or discharge.

**a. Initial Conference Regarding Unsatisfactory Work Performance**

In the event that the immediate supervisor or Executive Director identifies unsatisfactory work performance or any other concern related to an employee's employment with the REC 9 that does not warrant immediate discharge or termination but which requires correction or improvement, the immediate supervisor or Executive Director may conference with the employee individually. Such conference is for the supervisor or Executive Director to identify the nature of the concern or unsatisfactory work performance and to provide the employee with directives, recommendations, reprimands, warnings, or other measures designed to give the employee an opportunity to improve or correct the unsatisfactory work performance or other concerns. Within a reasonable time after the conference, the supervisor or Executive Director will provide to the employee a brief written summary of the nature of the unsatisfactory work performance or other concerns. Such summary may be incorporated into the formal evaluation process and the employee's personnel file.

**b. Improvement or Growth Plans**

Depending on the nature of the unsatisfactory work performance or other concerns related to the employee's employment with the REC 9, the immediate supervisor or Executive Director may require the creation and implementation of an Improvement or Growth Plan. Such a plan shall include directives for improvement and timelines. The immediate supervisor or Executive Director shall monitor the progress of the employee's implementation of the plan as appropriate for the position and provide periodic oral or written feedback to the employee regarding such progress.

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**c. Failure to Improve or insubordination**

In the event the employee fails to improve unsatisfactory work performance or is insubordinate, the employee may be provided an opportunity to resign, may be discharged, or may have his or her employment terminated. This policy does not modify the rights of the REC 9 to terminate or discharge an employee in accordance with the School Personnel Act, without warning, conferences, or growth plans, when the Executive Director determines that the employee's conduct warrants immediate termination or discharge.

**404 - REDUCTION IN FORCE (RIF)**

The REC 9 reserves the right to initiate a reduction in force (RIF) of REC 9 personnel if it is in the best interest of the REC 9. If the Executive Director deems a RIF is necessary and/or appropriate, the Executive Director will first consider attrition and nonrenewal or termination of probationary employees. Council approval is required for the implementation of a RIF.

**Definitions for RIF**

"Financial exigency" means any event or occurrence that creates a need for the reduction of financial expenditures for personnel including, but not limited to, decreased financial resources, insufficient legislative appropriation or authorization being made by the state or federal government, decreased participation of participating school districts for REC 9 services, or decreased student enrollment.

"Program change" means any decrease or revision of educational programs or services or offerings of the REC 9, including but not limited to a change in legislation, modification or reorganization of staff, a redirection of financial resources to meet the needs of the member districts, legislative revisions to programs affecting the REC 9, or reorganization of individual schools or school districts.

"Employment Area" means an individual program, service, function or department within the REC

**a. Recommendation and Action by the Coordinating Council**

When a RIF is to be implemented, the Executive Director shall prepare a RIF plan for consideration by the Coordinating Council that includes:

- Identification of one or more Employment Areas being recommended for staff reduction;
- Identification of positions within the Employment Area being recommended for staff reduction;
- Whether there are other positions for which licensed individuals are qualified, consistent with the academic necessities of the REC 9 (this provision is not applicable for unlicensed employees); and
- Identification of individuals within the Employment Area being recommended for termination or discharge, based on the criteria for selection.

Upon Council approval of the RIF, affected employees will be accorded the procedures consistent with applicable termination or discharge requirements as provided by the School Personnel Act.

**b. Criteria for Selection**

The Executive Director shall identify individuals within the Employment Area being recommended for termination or discharge, based upon the criteria set forth below. These criteria are listed in order of importance. The Executive Director shall apply them sequentially to the extent necessary to identify



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the employees who least satisfy the criteria and are therefore subject to the reductions; i.e., if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion.

- Credentials, such as levels of education, licensure and/or certification specifically relevant to the position;
- Placement of licensed school employees in another position has been considered, and there is no other position for which an individual is qualified, consistent with the academic necessities of the REC 9;
- Employment performance, based on effectiveness in the position held as reflected in evaluations and other written evaluative information; and
- Length of service or seniority, defined as consecutive length of service in the REC 9, as measured from the employee's most recent date of hire.

**c. Existing Vacancy**

Once the Executive Director has identified the appropriate employees in the affected area(s), those employees, if not already placed or re-assigned to another position for which they are qualified, may apply for other available positions for which they are qualified. An employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with REC 9 procedure to be considered for a particular vacancy.

Up until the date of a hearing requested in accordance with the School Personnel Act, an employee who applies for an open position must be offered the position if the employee is qualified and meets the objective criteria for that position consistent with the academic or operational necessities of the REC 9.

Legal Reference:           NMSA 1978, § 22-10A-22, 22-10A-23, 22-10A-25, 22-10A-27 and 22-10A-28  
6.67.3.8 NMAC

**405 - RESIGNATION**

Licensed employees may resign by providing the Executive Director or immediate program supervisor with written notice at least thirty (30) calendar days prior to the effective date of resignation.

Unlicensed employees may resign by providing the Executive Director or immediate program supervisor with written notice at least 15 calendar days prior to the effective date of the resignation.

The Executive Director may waive the period of time required for the notice due to extenuating circumstances consistent with the academic or operational necessities of the REC 9.

Unless the required notice for a licensed employee is waived by the Executive Director, failure to provide such notice shall entitle the REC 9, at its discretion, to file a written complaint with the Licensing Bureau of the Public Education Department requesting suspension, revocation, or other sanction of the employee's certification or licensure, if applicable.

Legal Reference:           6.66.2.8 NMAC (2006)

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**406 – ADMINISTRATIVE LEAVE WITH PAY – INVESTIGATIVE SUSPENSION**

An employee may be placed on administrative leave with pay pending the outcome of an investigation. Such leave shall only be approved by the Executive Director in accordance with the School Personnel Act.

Legal Reference: School Personnel Act, NMSA 1978, 22-10A-1 et seq.

**407 - DISCHARGE DURING TERM OF CONTRACT (LICENSED EMPLOYEES)**

The Executive Director may only recommend discharge of a licensed employee for just cause in accordance with the notice and due process requirements of the School Personnel Act. The term “discharge” means the act of severing the employment relationship with a licensed employee prior to the expiration of the current employment contract.

Legal Reference: NMSA 1978, § 22-10A-27 and 22-10A-28

**408 - TERMINATION**

The Executive Director shall only terminate an unlicensed or licensed employee pursuant to the School Personnel Act. Unlicensed employees and licensed educational assistants are probationary for one year. Licensed employees are probationary until they have been offered and accepted a contract for a third consecutive year. Probationary REC 9 employees may be terminated for any reason the Executive Director deems sufficient. Non-probationary REC 9 employees shall only be terminated for just cause.

Legal Reference: NMSA 1978, § 22-10A-22, § 22-10A-23, § 22-10A-24 and § 22-10A-25

**500 – LEAVE AND BENEFITS**

**501 - GENERAL LEAVE PROVISION**

All leave benefits are limited to permanent full-time employees and to permanent part-time employees who work at least twenty (20) hours a week. Leave benefits do not apply to occasional or temporary employees such as substitutes, student workers, hourly-rate service providers, contractors or employees hired to complete short-term projects. All leave benefits are available during each fiscal year (July 1-June 30).

Electronic approval must be granted by the program supervisor before leave is taken. In approving leave requests, the supervisor will consider both the employee’s need for leave and the impact on REC 9 business operations of providing efficient services.

Employees are expected to report to work daily. Should an employee demonstrate a questionable pattern of absences, this may result in a review and possible disciplinary action by their supervisor. Questionable patterns of absences include, but are not limited to frequent absences before and after a weekend, holiday, or repeated emergency call-ins.

When an employee will be absent due to an unplanned illness or emergency, the employee must notify their supervisor no later than the first hour-and-a-half of the employee’s work-day.

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An employee absent for 3 days/72 hours without notifying their supervisor, will be considered for termination due to job abandonment.

**502 PERSONAL LEAVE**

Personal leave will accrue at a rate of .05 hours per contract or regular duty hour as applicable. Personal leave is calculated at the onset of an employee's contract/employment and is based on the employee's contract or regular duty days and required work hours as applicable.

Personal leave may be accumulated up to a maximum of 900 hours. If for any reason a REC 9 employee's employment ends, the employee is not eligible to be paid for any unused or remaining leave.

**503 - FAMILY AND MEDICAL LEAVE ACT - MATERNITY/PATERNITY LEAVE**

The REC 9 shall implement the Family and Medical Leave Act of 1993 as amended (FMLA) pursuant to the terms, conditions, and limitations of the Act. The Executive Director shall adopt procedures for the implementation and enforcement of the Act.

A notice to employees shall be posted describing the provisions of the FMLA, provided and approved by the Wage and Hour Division of the United States Department of Labor.

Unpaid maternity/Paternity leave is available to permanent full-time or part-time employees who are the natural parents of a newborn child or the adoptive parents of a newly adopted child under five years of age regardless of whether the employee qualifies for FMLA leave.

Employees may use available paid leave and then compensatory time concurrently with maternity/paternity leave, or any appropriate combination as determined by the Executive Director. A reasonable leave of absence without compensation will be granted for maternity/paternity. The Executive Director will make a determination as to the length of unpaid leave to be provided after consideration of the length of available FMLA leave, the length of paid leave, and consideration of a doctor's certificate attesting to a reasonable length of leave and/or incapacity that shall be provided by the employee.

REC 9 employees on FMLA and maternity/paternity leave shall not obtain secondary employment without prior approval by the Executive Director.

**504 - VOTING LEAVE**

Employees who are registered voters may absent themselves from work for two hours for the purpose of voting between the time of the opening and the time of the closing of the polls. The REC 9 may specify the hours during the period in which the voter may be absent. This leave is not available to employees whose workday begins more than two hours subsequent to the time of opening the polls or ends more than three hours prior to the time of closing the polls.

Legal Reference:           NMSA 1978, § 1-12-42

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**505 - COURT OR JURY DUTY LEAVE**

An employee receiving a court summons for jury duty or a court-issued subpoena will be released from work in accordance with state and federal law.

Court/Subpoena --Leave shall be granted an employee to respond to a subpoena, which requires the employee's absence from duty. Employees receiving a subpoena to testify will be released on leave without pay except in the case where said subpoena concerns matters related to REC 9 business. An employee may also use accrued leave. Leave will be granted only in response to a subpoena and not for the purpose of legal consultation or voluntary courtroom attendance.

Jury Duty --Employees who are called to jury duty will be released to serve as requested by the judicial system. A REC 9 employee may not receive dual pay for services during the regular hours. Employees ordered to jury duty will be released on paid time and shall remit any payment received from the Court for jury duty to the REC 9, exclusive of meal and mileage reimbursements.

If an employee, upon reporting for jury duty in the morning, is dismissed for jury duty for the remainder of the day, employee is to report for duty at the REC 9/assigned school and resume duties or do work as assigned by the Executive Director or program supervisor for the remainder of the day.

An employee must submit a leave request and provide the Executive Director with a copy of the jury duty order or subpoena immediately after receipt of such document. Following the leave, the employee must submit the court attendance record issued from the courts to the HR Manager.

**506 - CAREGIVERS LEAVE**

An employee may use accrued leave to care for their family members in accordance with the same terms and procedures that the REC 9 imposes for any other use of sick leave by eligible employees. Such employee may also be eligible for FMLA leave.

Family member includes an individual who is the spouse or domestic partner of or is by blood, marriage or legal adoption a parent, grandparent, great-grandparent, child, foster child, grandchild, great-grandchild, brother, sister, niece, nephew, aunt or uncle of an eligible employee.

**507 - WORKERS' COMPENSATION LEAVE BENEFITS**

Employee Accidents – All employees are covered under the provisions of the Workers' Compensation Act for injuries occurring on the job. Accident reports are available in the personnel office and must be completed and forwarded to the immediate program supervisor at the time of injury. Failure to report an incident within 30 days of accident may jeopardize workers' compensation coverage.

Workers' Compensation Coverage -Statutorily required workers' compensation leave benefits are provided through the State of New Mexico Risk Management Program. This program covers loss of wages and disability (partial, temporary, or permanent) for work-related injuries only. The program coordinates with leave benefits in that all accumulated personal leave is used prior to workers' compensation leave benefits. Workers' Compensation benefits, including leave, will be granted in accordance with state law.

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Legal Reference: NMSA 1978, §§ 52-1-1 through 52-10-1

**508 - PROFESSIONAL LEAVE**

Professional leave provides opportunities for an employee to participate in professional organizations, meetings and in-services on a local, district, state and national basis; and an opportunity for an employee to serve as a leader in such activity.

Professional leave must be submitted via the online leave request form and approved by the program supervisor in advance. Special consideration on an individual basis shall be given to an employee elected or appointed as a state or national officer.

Approval of all such leave is based on impact to REC 9 operations, benefit to REC 9 program, and available funds. After professional leave is approved in writing, the employee may be entitled to travel, per diem, and workshop cost as approved by the Executive Director and as permissible under the Per Diem and Mileage Act.

Legal Reference: Per Diem and Mileage Act, NMSA 1978, § 10-8-1 et seq.

**509 - MILITARY LEAVE**

Military leave will be granted in accordance with state and federal law. The REC 9 will discontinue contractual payments to the employee when military leave begins.

Any regular employee who is a member of the National Guard (Army or Air) or Reserves (Army, Air Force, Navy, Marine or Coast Guard) shall be given military leave with pay when the employee is ordered to duty for training. Such leave shall not exceed fifteen (15) working days per federal fiscal year. This leave shall be in addition to other leave to which such employee is otherwise entitled.

The governor may grant any member of the national guard or reserves who is a state employee additional military leave with pay in excess of that allowed above, not to exceed fifteen working days per federal fiscal year, for periods of active duty for training when he or she deems that such training will benefit the state by enabling that employee to better perform the duties required in his or her state occupation.

Any regular employee who is a member of a military reserve unit and is ordered to active duty shall be entitled to military leave. Such military leave for active duty will be granted as follows:

- Leave with Pay: Leave with pay will be given for a period not to exceed fifteen (15) working days in any one calendar year or in any one continuous period for such absence. During the fifteen (15) days of paid leave, the REC 9 will continue the copayment amount of the employee's insurance premium(s).
- Leave without Pay: Should an employee need to be on extended military leave for active duty, leave without pay will be granted. Once the 15-day period of paid military leave and all other

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leave to which the employee is entitled have been exhausted, the employee must pay the full premium for insurance premium(s).

Legal Reference:       NMSA 1978, § 20-4-7  
                              NMSA 1978, § 20-5-14  
                              NMSA 1978, § 20-7-5

**510 - OTHER LEAVE OF ABSENCE**

After employed for the sixth consecutive year, an employee may request an unpaid leave of absence for academic study, community service, or due to a serious health condition that renders the employee unable to perform the essential functions of his or her job, if proper medical documentation is provided and the employee is ineligible for FMLA leave. The maximum leave of absence for such endeavors will be for one year, unless the leave of absence begins mid-term, and then the leave of absence may be extended through the following school term at the discretion of the Executive Director and subject to approval by the Coordinating Council.

Approved leave of absence for such purposes is without pay and reemployment is contingent upon a vacancy for which the employee is qualified as determined by the sole and absolute discretion of the Executive Director. Such reemployment will be considered only during the school year immediately following the approved leave of absence. Reemployment during subsequent years requires a new application for employment and no consideration will be given for past employment.

If a leave of absence is approved and the employee returns to employment during the school term immediately following the approved leave of absence, the employee leave and insurance benefit status will be the same as it was at the time the leave of absence was granted regarding leave and insurance, but only if full insurance premiums are paid during the approved leave of absence by the employee. Applications for such an approved leave of absence will be made to the Executive Director in writing at least sixty (60) days prior to the requested leave of absence. Such leave of absence shall require Coordinating Council approval.

Any paid sabbatical leave shall only be granted where required by state law.

Legal Reference:                       NMSA 1978, §§ 22-10A-35 through 22-10A-38

**511 - LEAVE FOR WORKSITE CLOSURE AND EXTREME CONDITIONS**

Adverse weather may create difficulty for employees to report to work or make it advisable for employees to leave the regular service area early. Employees who anticipate problems with transportation due to emergency road conditions are encouraged to exercise personal judgment concerning road safety in their areas.

In the event an employee will be working at a site that has officially called a delay or closure, the employee must communicate with their immediate supervisor to determine their work schedule that day.

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Employees may use leave, or make up the time missed as approved by their supervisor, due to an absence resulting from adverse weather conditions.

Worksite Closure: Closure is defined as the closure of a work site. When a worksite closure occurs, employees are not expected to report to the closed site, however, employees are expected to report to the main office or to an alternate service area. Staff members may use leave to make up for the lost hours or a non-contract day as approved by their program supervisor.

Emergency Closing: A regular service area or school may be closed when extreme conditions warrant. Under these conditions, all employees will be released from work until the regular service area or school is reopened. Employees will not be charged leave time for any Emergency Closing.

Employees who are on pre-arranged leave will not be able to recoup leave hours in the event of a closure.

### **513 - SICK LEAVE DONATION PROGRAM**

As an additional leave benefit for REC 9 employees, the Coordinating Council supports a sick leave donation program. The purpose of the leave donation program is to provide donated leave to an eligible employee who has exhausted paid leave days and flex days due to an extended illness. An employee is eligible to use donated leave only in the case of catastrophic illness, accident, or injury, which is supported by appropriate medical documentation. An employee who is receiving other forms of paid benefits because of illness, accident, or injury is not eligible to use donated leave.

An employee, or a responsible person acting on behalf of said employee, must submit a written request for donated leave. Use of donated sick leave is subject to final approval of the Executive Director and may be terminated by the Executive Director based on the best interest of the REC 9.

In the event of an appeal from an employee, the leave donation committee, which consists of the Executive Director and two appointed members of the REC 9 leadership team, as determined by the Executive Director, will meet to make a final decision. That decision is not subject to appeal.

The leave donation committee may recommend a maximum of 10 days leave at a time. Should an employee need more leave days, the employee must request additional leave days and the committee must re-approve the additional leave days for each leave request up to a maximum of 10 days each. Such approval is subject to the employee's submission of documentation supporting the need for leave.

Donated leave days come from employee donations. Once an employee has accumulated at least 20 days of leave, that employee may donate 1 day of leave. The leave donation committee has authority delegated by the REC 9 Coordinating Council to operate the leave donation program. Exceptions to the ~~30~~-20-day rule may be made on a limited basis, as recommended by the Human Resources Director and approved by the Executive Director.

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**514 - NON-CONTRACT DAYS**

A non-contract day is defined as a day during a typical workweek (Monday-Friday) that an employee does not report to work and is not counted as leave as defined in this policy. REC 9 recognizes that there are program positions that require a workday beyond a typical school calendar or workweek and that to meet the program requirements, there are occasions where an employee may need to take a non-contract day during a typical workweek. The non-contract day must be approved by the program supervisor in advance. An employee is expected to complete their annual contract in order to receive full compensation.

**515 - INSURANCE BENEFITS**

The REC 9 will determine an insurance benefit program for employees as authorized by law. Such benefit programs are limited to full-time employees or part-time employees who work at least 20 hours weekly. They do not apply to occasional workers such as substitute teachers, student workers, or hourly-rate service providers. The REC 9 will pay the statutorily required percentage of insurance premium on those insurance programs it elects to offer.

New hire employees are required to complete an online enrollment form regardless of whether the employee is participating in the NM State Benefits Plan. New hires have 31 days to complete the enrollment form. Failure to submit an enrollment form will result in denial of coverage until the next open enrollment or qualifying event.

An employee may elect changes to their benefits if they experience any of the following life events: Birth, Adoption, Legal Guardianship, Marriage, Cessation of Domestic Partnership, Divorce, Dependent turning 26 years old, Change in job status (reduction of hours, part time to full time (vice versa) or termination), Gain of other coverage, or Death of Dependent. Employees will have only 31 days from life event to complete an online enrollment form to request any changes.

**516 - RETIREMENT**

REC 9 employees are provided retirement benefits through the Educational Retirement Board of New Mexico (ERB) as per NMSA, 1978, §§ 22-11-1 through 22-11-52. Required deductions for such benefit are made from an employee's paycheck. Additional information is also available on the ERB website at: [www.nmerb.org/Contact.html](http://www.nmerb.org/Contact.html).

Legal Reference: 22-11-1 to 22-11-52 NMSA, 1978 Comp.

**600 – HEALTH AND SAFETY**

**601 - DRUG-FREE SCHOOLS AND CAMPUSES/DRUG-FREE WORKPLACE**

The REC 9 is committed to complying with the Drug-Free Schools and Communities Act, as amended, and all regulations promulgated thereunder. Compliance with this policy is mandatory and violation of this prohibition may result in discharge or termination of employment or other appropriate disciplinary action, including referral to law enforcement.



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ALL REC 9 employees are required to be knowledgeable of the drug and alcohol related policies, as such policies may be amended from time to time.

This policy applies to all employees of the REC 9, unless an employee is a “covered employee” under the Omnibus Transportation Employee Testing Act of 1991. A covered employee is limited to school bus drivers required to hold a Commercial Driver’s License and operate a Commercial Motor Vehicle with a gross vehicle weight rating/gross vehicle weight or gross combination weight rating/gross combination weight of 26,001 or more pounds, or is designed to carry 16 or more passengers (including the driver). “Covered employees” shall comply with all portions of the Omnibus Transportation Employee Testing Act of 1991 and implementing regulations. “Covered employees” are prohibited from:

- Reporting for duty or remaining on duty to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
- Being on duty or operating a commercial motor vehicle (school bus) while the driver possesses alcohol, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicines containing alcohol (prescription or over-the-counter), unless the packaging seal is unbroken.
- Using alcohol while performing safety-sensitive functions.
- Performing safety-sensitive functions within eight (8) hours after using alcohol.
- Using alcohol within four (4) hours following an accident or prior to undergoing a postaccident alcohol test, whichever comes first.
- Refusing to submit to an alcohol or controlled substance test as required under postaccident, random, reasonable suspicion or follow-up testing requirements in DOT rules.
- Reporting for duty or remaining on duty, requiring the performance of safety-sensitive functions, when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.

Reporting for duty, remaining on duty, or performing a safety-sensitive function if the driver tests positive for controlled substances.

No employee or contractor engaged by REC 9 shall unlawfully manufacture, distribute, dispense, possess, be impaired by, or use alcohol or controlled substances in the workplace. Any employee may be subject to a drug or alcohol screening, search of his/her person, desk or other REC 9 property under his/her control in the workplace when the employee’s supervisor, the Human Resources Director, the Executive Director or designee has reasonable grounds for suspecting that the employee is selling, possessing, using or under the influence of alcohol or a prohibited drug or controlled substance in the workplace. Reasonable suspicion includes, but is not limited to specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of an employee that are consistent with signs or symptoms of alcohol or drug impairment.

Employees shall voluntarily submit to a drug and/or alcohol screening test when:

1. Involved in an accident while driving a REC 9 owned or approved vehicle; and/or
2. There is reasonable suspicion of alcohol or drug impairment.

Refusal of a drug or alcohol screening test shall be deemed insubordination and unacceptable conduct which shall be grounds for disciplinary action up to and including discharge or termination, subject to applicable state law, due process requirements, and/or any other applicable laws, regulations, policies and procedures. Any illegal drug-related or alcohol-related activity will be reported to the appropriate law enforcement authority.

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REC 9 strongly encourages employees to voluntarily and confidentially seek assistance for substance abuse. Employees will not be terminated for voluntarily seeking assistance for a substance abuse problem; however, continued performance, attendance, or behavioral problems related to alcohol or drug abuse may result in loss of employment. An employee who seeks such assistance may still be disciplined for other performance, attendance or behavioral problems. Any voluntary actions must occur before the employee is selected for drug or alcohol screening tests.

**Definitions:**

- a. Alcohol: Any liquor, wine, beer, or other beverage containing alcohol.
- b. Controlled Substance: Any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, or any other controlled substance, as defined in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation 21 C.F.R. sections 1300.11 through 1300.15.3.
- c. Workplace: The site for the performance of work done in connection with employment which shall include any place where work of the REC 9 and its member districts and institutions is performed, including a school building or other premises, or any school- or REC 9-owned vehicle or any other approved vehicle used to transport students for services and away from the REC 9, school district or institutional property during any activity, event or function where students are under the supervision of the REC 9's employees.

**Reporting Procedures**

REC 9 employees who know or in good faith suspect any student of using or abusing alcohol or drugs shall report such use or abuse to the appropriate administrator of the school district in which the child attends school.

REC 9 employees who know or in good faith suspect any REC 9 employee of using or abusing alcohol or drugs shall report such use or abuse to his or her immediate supervisor or the Executive Director.

**602 - LYNN AND ERIN COMPASSIONATE USE ACT – MEDICAL MARIJUANA**

The REC 9 Coordinating Council recognizes that under federal law, the possession, use and distribution of cannabis is a crime regardless of whether state law has decriminalized the possession and use of cannabis for medicinal purposes. The Council also recognizes that under the Lynn and Erin Compassionate Use Act, NMSBA 1978, Sections 26-2B-1 through 26-2B-7 (2007), an employee or child may be issued a Registry Identification Card which identifies a qualified patient authorized to engage in the use of cannabis for medicinal purposes.

For purposes of this policy, the following definitions shall apply:

1. "Cannabis" means all parts of the plant Cannabis containing a delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin; and does not include the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake; the sterilized seed of the plant that is incapable of germination; the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink or another product; or hemp.
2. "Department" means the New Mexico Department of Health or its agent.

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3. "Registry Identification Card" means a document issued and owned by the Department which identifies a qualified patient authorized to engage in the use of cannabis for a debilitating medical condition or a document issued by the Department which identifies a primary caregiver authorized to engage in the intrastate possession and administration of cannabis for the sole use of the qualified patient pursuant to the provisions of the Lynn and Erin Compassionate Use Act.

All staff, including employees who have been issued a Registry Identification Card, are prohibited from the possession, distribution, transfer, use of, or impairment due to cannabis or cannabis-derived products on school premises; or at an REC 9-sponsored event.

A Qualified employee is prohibited from reporting to work or a REC 9-sponsored event while having the odor of cannabis or being under the influence of cannabis to the degree that the employee is, in the judgment of the Executive Director or designee, disruptive or impaired.

Employee possession, use, distribution, sale or being under the influence of medical cannabis inconsistent with this policy is a violation of REC 9 policy and may subject the employee to disciplinary consequences, including termination or discharge, in accordance with the School Personnel Act.

If the federal government declares that the REC 9 federal funds are jeopardized by this policy, this policy shall be suspended immediately and the REC 9 will comply with any federal guidance and/or directives related to this policy.

**Legal Reference**

- NMSA 1978 §26-2B-1 et seq.
- 7.34.3 NMAC

**603 - CLEAN INDOOR AIR ACT/TOBACCO-FREE POLICY**

Pursuant to the New Mexico Clean Indoor Air Act and in recognition of the fact that the use of tobacco and other nicotine products is one of the nation's great health hazards that can have serious implications for both users and non-users, the use of tobacco or smokeless tobacco in any form is prohibited during work hours, and non-work hours, in any REC 9 building, on any property owned, leased, or used by the REC 9 for any purpose, in REC 9 owned vehicles or REC 9 approved vehicles used to transport students or staff to and from REC 9 related activities and at any REC 9-sponsored event, in which students are under the jurisdiction of an REC 9 member district.

Tobacco and tobacco products includes cigarettes (machine or hand-rolled), cigars, pipe tobacco, chewing tobacco, dipping tobacco, snuff, electronic cigarettes, vaporizers, and smoking devices. This policy will be enforced 24 hours a day, 7 days a week.

Legal Reference: New Mexico Clean Indoor Air Act, NMSA, 1978 § 24-16-1 et seq..

**604 - EXPOSURE TO BLOODBORNE PATHOGENS**

REC 9 shall implement and enforce a comprehensive blood borne pathogen Exposure Control Plan and documented training for employees to ensure compliance with the Occupational Safety and Health Administration Safety Standards and for the safety and protection of its employees and clients.

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**605 - HAZARD COMMUNICATION/RIGHT TO KNOW**

The REC 9 will maintain an effective "Hazard Communication Program" in accordance with the current New Mexico Occupational Health and Safety Act regulation set forth at 29 CFR 1910.1200. It is expected that all employees of the REC 9 fully cooperate and participate in this program.

The above noted regulation is intended to ensure that the hazards of chemicals produced or imported by chemical manufacturers or importers are evaluated, and that information concerning their hazards is transmitted to affected employers, and employees. The transmittal of information is to be accomplished by means of comprehensive hazard communication programs, which are to include container labeling and other forms of warning, material safety data sheets and employee training.

The written "Hazard Communication Program" for the REC 9 with its associated inventory list, records, materials, etc. will be maintained in the REC 9 business office. Employees may review the program, MSDS and chemical listing at this location.

Legal Reference:           NMSA 1978 § 50-9-5.1  
                                  29 CFR 1910.1200

**606 - HEALTH REQUIREMENTS**

Communicable Diseases – Any employee who is infected with any acute communicable disease dangerous to the public health shall absent themselves from employment activities during the prescribed period of recovery.

Medical Examination – If at any time there is a question as to the ability of a REC 9 employee to perform job related functions consistent with business necessity, the Executive Director may require a complete physical examination by a REC 9 appointed doctor to be paid by the REC 9.

The Equal Employment Opportunity Commission has identified limited situations under which a medical examination or inquiry will be considered job-related and consistent with business necessity and, therefore, permissible:

- a. When an employee wishes to return to work following an approved FMLA absence due to illness or injury. An examination may be conducted to determine if the employee, with reasonable accommodation, can safely and effectively perform the essential functions of the job. The employee must be notified of such requirement at the time FMLA approval is authorized.
- b. When an employee requests an accommodation. If an employee requests an accommodation on the basis of a claimed disability, an examination may be conducted to determine if the employee is an "individual with a disability" to whom a duty of accommodation is owed and, if so, to help identify potential accommodations.
- c. When federal law requires an examination, medical examinations or monitoring are required under certain circumstances by regulations issued by the Department of Transportation and the Occupational Safety and Health Administration.

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- d. When the employer has reasonable belief, based on objective evidence, that the employee's ability to perform the job's essential functions is impaired by a medical condition; or the employee poses a direct threat to the employee's own safety or the safety of others due to a medical condition.

The REC 9 may conduct voluntary medical examinations as part of an employee health or "wellness" program. All information obtained through medical inquiries or examinations must be treated as confidential employee medical files, separate from other personnel information about the employee.

## **700 – Miscellaneous**

### **701 - PROFESSIONAL ORGANIZATIONS**

Membership in all professional associations is voluntary. Professional association activities shall not interfere with a staff member's accepted responsibilities to the REC 9.

### **702 - STAFF DEVELOPMENT OPPORTUNITIES**

The REC 9 recognizes that staff members should continue to improve their competencies. The REC 9 will promote opportunities for staff development and for staff members to take advantage of them.

Reimbursements for expenses related to conferences, workshops, professional meetings and visitations will be approved by the Executive Director in accordance with the state Per Diem and Mileage Act and REC 9 policy, provided such expenses are within budget allocations for such purpose. Advance payment for approved travel will be according to the Per Diem and Mileage Act and regulations governing the Act.

Legal Reference:           Per Diem and Mileage Act, NMSA 1978, 10-8-1 et seq.  
                                  NMAC 2.42.2 – Regulations Governing the Per Diem and Mileage Act

### **703 - POLITICAL ACTIVITIES**

REC 9 employees not only have the right but must also share in the responsibility for the development of sound public policy by assuming full political and citizenship responsibilities. An employee who is a candidate for partisan or nonpartisan political office or has been elected to a partisan or nonpartisan political office has a joint obligation to the public and to the REC 9. During this involvement with political activities, an employee shall not:

- Misrepresent the REC 9 but will take adequate precautions to distinguish between their personal views and REC 9 views;
- Interfere with a colleague's exercise of political and citizenship rights and responsibilities;
- Use REC 9 privileges, resources, or working time to promote political candidates or partisan political activities; or
- Assign or expect children to participate in any aspect of campaigning, canvassing, or aiding in the process of attempting to persuade voters to vote for or against individuals or measures as a part of required or enrichment activities or course work. Nor will children be used as a forum for an employee to express personal feelings for or against any candidate in any election at any level, whether partisan or non-partisan.

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Campaigning in person, circulating political literature for or against any candidate or cause, or the posting of such literature, is prohibited on REC 9 premises with the exception of information and literature pertaining to REC 9, city, county, or higher education levies and bond issues. Similarly, REC 9 property (including email and computers) may not be used for such campaigning, distribution, or other prohibited political activity. The Executive Director will act to ensure that unauthorized campaigning or distribution of literature is not permitted.

Upon request, the Executive Director may grant a leave of absence to an employee that requires time away from regular duties for political activities. Absences for public service leave shall not exceed 60 school days per fiscal year. However, if a need arises, the Executive Director may grant additional leave.

Employees approved for absence from all assigned duties while serving an elected position shall be granted a political activity leave without pay for all job time missed. Except, should the elected employee fulfill partial job responsibilities while absent from regular duties, they will be paid on a pro-rata basis for verified hours/days worked.

Employees covered by the provisions of the Hatch Act [5 U.S.C. Sections 1501 to 1508] may not be candidates for partisan political office elections.

**NOTE:** Regional Education Cooperatives are deemed individual state agencies administratively attached to the Public Education Department. There may be other legal limitations due to such relationship with the PED and the state. However, this guide and the REC 9 do not serve as legal advice regarding the ability to serve in any elected position, whether partisan or non-partisan.

Legal Reference:       NMSA 1978, § 10-16-3.1  
                              NMSA 1978, § 22-14-14  
                              6.60.9.8 NMAC  
                              Hatch Act of 1939

#### **704 – DISTRIBUTION OF NON-REC 9 MATERIALS**

Distribution of supplementary non-REC 9 materials (printed materials, models, films, slides, pictures, charts, exhibits for educational purposes, etc.) or those from commercial, political, religious, or other non-REC 9/non-school district sources is prohibited unless approved by the Executive Director.

In order to maintain a nondisruptive educational and working environment, ensure proper use of REC 9 property, and to minimize intrusions on work time, advertising materials of a commercial, political, or religious nature should not be displayed or distributed in any REC 9 building, on any property owned, leased, or used by the REC 9 for any purpose.

#### **705 - PUBLIC APPEARANCES**

Only those employees receiving prior approval of the Executive Director may officially represent the REC 9 before a public or professional group speaking on behalf of the REC 9. Employees wishing to express their personal opinions at a public meeting during work hours must request annual leave and may not identify as an employee of the REC 9.

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**706 - PERSONNEL RECORDS**

The HR Manager shall be responsible for the development and maintenance of appropriate personnel records. Personnel records of current and past applicants and employees shall be the property of the REC 9. These personnel folders shall be kept in locked files in the REC 9 office.

When required for licensure/credentialing of a specific program, modified personnel records may be kept at a program site (i.e., Head Start, School Based Health Center, etc.). These modified personnel records must adhere to the same procedures for confidentiality and employee access.

Personnel files may include, but are not limited to, the following documents where applicable:

- Background information and documentation in regard to training, experience, references, credentials, application form, personal data, licensure information, REC 9 information forms, and any other information deemed appropriate and necessary.
- Records of service within the REC 9 consisting of service and program assignments, copies of contracts, transfer and leave requests, payroll information, program supervisory and evaluation documents, letters of resignation, and other records deemed important and appropriate.
- Termination and discharge information, which shall indicate whether termination or discharge was by resignation or dismissal. All information in an employee's personnel file shall be open to the employee except access to the confidential papers of placement bureaus and references received from former employers or personal references given by an employer on an application prior to employment which such placement offices or employers have requested be kept confidential.
- Records related to personnel grievances, and criminal background check results shall be contained in a confidential file per federal regulations and REC 9 policies.

**a. Access to Personnel Files:**

Personnel files shall be disclosed to the following REC 9 personnel upon reasonable notice and appointment set with the human resource manager:

- Employee, except for confidential papers of placement bureaus and references received from former employers or personal references given by an employer on an application prior to employment which such placement offices or employers have requested be kept confidential;
- Executive Director and program supervisor;
- Personnel office staff as required in the performance of duties.
- Coordinating Council during official personnel matters;
- Designated REC 9 attorney during official personnel matters of the Coordinating Council or as requested by the Executive Director;
- Staff member's supervisor as required in performance of duties; and
- A signed authorization of release of information for employment purposes

**b. Access to Confidential Information:**

Files that contain criminal background checks and personnel grievances will be accessed only by the employee, the Executive Director and program supervisor, the Coordinating Council when convened in personnel matters, and the Coordinating Council's attorney as requested by the Executive Director.

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**c. Access by Outside Parties:**

It is the policy of REC 9 to protect the privacy of current, former and prospective employees to the extent permitted by law. Accordingly, all personnel information retained by REC 9 shall be considered confidential unless the Inspection of Public Records Act [NMSA 14-2-1 et. seq.] requires otherwise.

Confidential personnel information shall not be released without the affected person's written consent unless an administrator who is responsible for maintaining the relevant records determines that exceptional circumstances justify such an action. Other personnel information will be made available pursuant to the Inspection of Public Records Act, as interpreted by New Mexico courts. The Act and decisions interpreting it provide that the following types of personnel information may be treated as confidential:

- Letters of reference concerning employment, licensing or permits;
- Letters of memoranda which are matters of opinion in personnel files, including documents concerning infractions and disciplinary actions, performance evaluations, and related materials, opinions as to whether a person should be rehired or reasons why an applicant was not hired, and any other material expressing an opinion as to a current or former employee or an applicant for employment;
- Protected personal identifier information, which includes all but the last four digits of a taxpayer identification number, financial account number or driver's license number and all but the year of a person's date of birth.

**d. Medical Records:**

Under the Americans with Disabilities Act (ADA) and the Family and Medical Leave Act (FMLA) information obtained through post-offer medical examinations and inquiries must be maintained in a separate, confidential file. Compliance with the ADA also requires that information related to medical disabilities be handled in a confidential manner. Records and documents relating to medical certifications, re-certifications or medical histories of employees or employees' family members, created for purposes of FMLA must also be maintained separately. Therefore, the REC 9 keeps the medical records of its employees (i.e., any information related to an employee's medical condition or the medical condition of his or her family members) confidential and separate from other personnel records.

This information may be revealed only in very limited circumstances, such as to safety and first aid workers if necessary to treat an employee; to public safety officials to protect the employee or others from a serious and imminent threat to health or safety; to mandated reporters to law enforcement to report child, elder or dependent abuse; to the employee's supervisor, if appropriate under applicable law and the employee's disability requires restricted duties or a reasonable accommodation; and to REC 9 officials as required by law for the purposes of defending the REC 9 in judicial or administrative proceedings; or for purposes of compliance with worker's compensation programs.

While physically separate from the official personnel file, the medical file may be stored in the same locked cabinet as an employee's official personnel file. The medical file may even be placed next to the official personnel file as long as there is a clear division between the two files and they can be accessed independently of each other.

Employees are personally responsible for securing verification of service, transcripts, health certificates, birth certificates, required licenses, fingerprinting and criminal background checks, etc.



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Materials shall not be removed from the individual personnel folder except for review. Personnel records shall not be removed from the personnel office or the office of the Executive Director except as designated in policy.

Copies may be provided at a reasonable cost except as to matters involving litigation or threat of litigation in which event copies will be made available through a designated REC 9 attorney or appropriate representatives determined by the Executive Director.

The REC 9 shall not sell student, faculty or staff lists with personal identifying information for the purpose of marketing goods or services directly to students, faculty, staff or their families by means of telephone or mail. Release of lists of personnel to educational groups or organizations shall be at the discretion of the Executive Director. This does not apply to legitimate educational purposes, or when a parent of a student authorizes the release of the student's personal identifying information in writing.

Legal Reference:           Americans with Disabilities Act of 1990, as amended.  
                                  Family and Medical Leave Act of 1993  
                                  NMSA 1978, § 22-21-2

**707 - TRAVEL EXPENSES**

Every effort should be made to minimize travel time and thus maximize child service time. The following policy will apply to travel reimbursement:

- Travel reimbursement will be made for regular and overnight travel associated with the employee's assigned duties.
- The program supervisor must give prior approval for overnight travel.
- REC 9 provides reimbursement for travel and per diem. REC 9 may implement procedures that are more strict than State procurement code.
- Mileage for travel will be paid from an employee's duty station. Travel will not be paid from home to the duty station.
- Travel will not be reimbursed after 2 months from the end of the month that the travel occurred. ie: travel for January will not be paid after March 30th.

Legal Reference:           Per Diem and Mileage Act, NMSA 1978, §§ 10-8-1 to 10-8-8  
                                  2.42.2 NMAC – Regulations Governing the Per Diem and Mileage Act

**708 - CELL PHONES/COMPUTERS/VEHICLES/INTERNET**

The Executive Director must authorize cell phone and computer purchases. Employees shall not use cell phones or computers purchased by REC 9 for personal use, except in cases of emergency. The business manager will audit cell phone invoices. Costs associated with personal use of cell phones will be reimbursed by staff members to the REC 9.

REC 9 cell phone, computer, and technological device users are subject to the Family Education Rights and Protection Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), and the Children's Internet Protection Act (CIPA). REC 9 reserves the right to access and review information transmitted on REC 9-authorized cell phones, computers, or other technological devices. This includes investigating performance deviations and system problems, with reasonable cause, to determine if an

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individual is in violation of this policy or, as may be necessary, to ensure that the REC 9 is not subject to claims of illegality or misconduct. These inspections may be conducted during or outside of business hours and in the presence or absence of the affected user.

Personal use of an agency automobile/vehicle must be authorized by the Executive Director. Mileage for personal use is considered a benefit to the employee and must be reported on the employee's Form W-2.

Internet service provided by the REC 9 prohibits personal use at home or at the workplace.

**709 - PURCHASING CARDS**

Purchasing cards issued by REC 9 are to be utilized for REC 9-approved purchases only in accordance with rules adopted by the Public Education Department.

**710 - SOCIAL MEDIA ACCEPTABLE USE**

REC 9 recognizes that access to technology gives employees greater opportunities to learn, engage, communicate, and develop skills that will prepare them in the workplace. REC 9 staff are expected to follow the same policies when using work related technologies or when using personally-owned devices in the workplace.

Social media in the workplace creates an environment to connect with others, share educational resources, create and curate educational content, and enhance classroom and workplace experiences. Employees are expected to adhere to the following when using social media.

- Employees will demonstrate the same level of professionalism expected in the workplace.
- Employees will be respectful, ethical, positive and considerate.
- Employees will follow the code of conduct and privacy policy.
- Employees will not engage in language or conduct that is profane, obscene, or which could reasonably be perceived to be discriminatory, harassing or bullying.
- Employees will maintain confidentiality and shall not post or transmit confidential or protected information about REC 9, its students, or employees, or pictures of students or information specific to a student's education without obtaining prior written permission from the parents of depicted students who are under the age of 18, or from students who are 18 years of age or older.
- Do not post brand, trademark, copyright information.

Deviation from this policy may result in disciplinary action. REC 9 will not be held accountable for any harm or damages that result from misuse of social media.

**711 - CHILDREN IN THE WORKPLACE**

There may be occasions when employees who have an emergency situation and lack adequate childcare arrangements may need to bring a child into the REC 9 workplace. A child brought to the REC

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9 workplace will be the responsibility of the employee and must be accompanied and under the direct supervision of the employee at all times. No REC 9 employee will be permitted to take a child to a REC 9 member district site.

The Executive Director and the employee's director supervisor have authority to approve or deny the presence of non-student children in the workplace. In approving or denying the presence of an employee's child, the factors below shall be utilized. Under no circumstances will children be permitted in workplace areas that involve high risk safety issues. In addition, consideration will not be given to allowing a child with an illness to come to work with the employee.

The following factors will be considered when determining when an employee's child may be present in the workplace:

- Safety and health: The primary consideration when approving the presence of children at the REC 9 is the safety and health of the child and others present in the workplace.
- Disruption: Children should not disrupt or negatively impact the work of any employee or the operations of the REC 9. The child should only be at the workplace for a brief period of time, on rare occasions.
- Age and behavioral characteristics: Acceptability of children in the workplace depends on the age and behavioral characteristics of the child and any related issues of safety and disruption.
- Nature of the workplace: Some workplaces are more adaptable to the presence of children than others. Each will be evaluated on a case-by-case basis.

The employee's supervisor may direct the employee to remove the child from the workplace at any time the supervisor determines that this policy has been violated or that the child's presence negatively impacts the operations of the REC 9.

**712 - ASSIGNMENT/DUTY STATION**

Employees shall be assigned by the Executive Director, in consultation with the program supervisor, to such duty and location as may be in the best interest of the agency, school districts and students served.

**713 - WORK DAY / WEEK / YEAR**

Twelve (12) month REC 9 employees shall perform a work year of not less than 236 working days, which includes 11.8 days of annual leave.

REC 9 staff will follow their departmental guidelines for daily work hours.

All employees will report daily work hours in the timekeeping method as determined within the REC 9 procedures.

**714 – WORKING REMOTELY**

Working from a remote location may be approved for the following reasons, but is not limited to, inclement weather, special projects, illness, stay at home orders or when quarantine is required. Such arrangements may be approved on an as-needed basis, based on the business needs of the REC 9, with no expectation of ongoing continuance. Either an employee or a supervisor can suggest working remotely as a possible arrangement.

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Supervisors will approve remote work based on procedures set forth in the employee's job description. Working remotely may be appropriate for some employees and jobs but not for others. Working remotely is not an entitlement, it is not an agency-wide benefit, and it in no way changes the terms and conditions of employment with the REC 9.

At a minimum, a supervisor will take into consideration the following:

- The responsibilities and priorities of employee's position;
- Work habits of the employee; and
- Employees access to a computer, internet and phone.

If remote work is approved the employee must adhere to all REC 9 policies and the following:

- Maintaining availability during normal business hours;
- Provide a phone number that employee can be reached during work hours;
- Maintain confidentiality and ensure the protection of confidential information;
- Check in and out as if working at regular duty station; and
- Meet basic performance expectations.

Supervisors are expected to confirm the following:

- Approval to work remotely and duration;
- Hours of work agreed upon and any flexibility with those hours;
- Work responsibilities during remote work;
- Communication expectations; and
- If internet service becomes unavailable, how the employee will work or whether the employee will use earned leave.

Remote work may be terminated immediately if the employee violates REC 9 policy, state or federal laws or is not adequately performing the essential functions of their job.

### **715 - STAFF MEETINGS**

All REC 9 employees must attend:

- The REC 9 orientation unless excused by the Executive Director;
- All staff meetings called by the Executive Director unless excused by the Executive Director; and
- All staff meetings called by the program supervisor unless excused by the program supervisor.

### **716 - INSPECTION OF PUBLIC RECORDS**

NOTICE OF RIGHT TO INSPECT PUBLIC RECORDS: By law, under the Inspection of Public Records Act, every person has the right to inspect public records of the Region 9 Education Cooperative (REC 9). Compliance with requests to inspect public records is an integral part of the routine duties of the officers and employees of the REC 9. Requests to inspect public records should be submitted to the records custodian, located at (143 El Paso Rd, Ruidoso, NM 88345, (575) 257-2368, (575) 257-2141, [judy.jones@regionix.org](mailto:judy.jones@regionix.org) ).

A person desiring to inspect public records may submit a request to the records custodian orally or in writing. However, the procedures and penalties prescribed by the Act apply only to written requests. A

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written request must contain the name, address and telephone number of the person making the request. Written requests may be submitted in person or sent via US mail, email or facsimile.

The request must describe the records sought in sufficient detail to enable the records custodian to identify and locate the requested records. The records custodian must permit inspection immediately or as soon as practicable, but no later than 15 calendar days after the records custodian receives the inspection request. If a public record contains material that is not subject to disclosure, the REC 9 will redact such material and make available to the requester such material in the record as is subject to disclosure.

If inspection is not permitted within three business days, the person making the request will receive a written response explaining when the records will be available for inspection or when the public body will respond to the request. If any of the records sought are not available for public inspection, the person making the request is entitled to a written response from the records custodian explaining the reasons inspection has been denied. The written denial shall be delivered or mailed within 15 calendar days after the records custodian receives the request for inspection.

Procedures for Requesting Copies and Fees. If a person requesting inspection would like a copy of a public record, a reasonable fee may be charged. The fee for printed documents 11 inches by 17 inches or smaller is (\$.50) per page. The fee for larger documents is (\$.60) per page. The fee for downloading copies of public records to a computer disk or storage device is (\$25.00). If a person requests that a copy of a public record be transmitted, a fee of (\$5.00) may be charged for transmission by mail and ( \$.50 per page ) for transmission by facsimile. The records custodian may request that applicable fees for copying public records be paid in advance, before the copies are made. A receipt indicating that the fees have been paid will be provided upon request to the person requesting the copies.

**717 - RETENTION OF PUBLIC RECORDS**

The Council desires to ensure that REC 9 public records are maintained in a cost-effective, efficient and legal manner. Therefore, all employees and agents shall adhere to the records retention schedules adopted by the New Mexico Commission of Public Records.

**718 - DRESS CODE**

Employee appearance contributes to REC 9's culture and reputation. Employees are expected to present themselves in a professional manner that results in a favorable impression by member districts, students, staff and community.

Although it is impossible and undesirable to establish an absolute dress and appearance code, REC 9 will apply a reasonable and professional workplace standard. The department managers may exercise reasonable discretion to determine appropriateness in employee dress and appearance. Employees who do not meet a professional standard may be sent home to change, and nonexempt employees will not be paid for that time. Reasonable accommodations will be made where required.