



SHONTO PREPARATORY SCHOOL

Personnel Policies & Procedures Manual

Governing Board Approved February 2, 2018

P. O. Box 7900, East Highway 160 & Route 98, Shonto, AZ 86054

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SECTION I. GENERAL SCHOOL INFORMATION

A. Disclaimer of Policy Manual as Employment Contract

This Policy Manual is not a contract of employment nor does it create a contract right of employment. The Board retains the unilateral right to change any provision of this manual at any time. Nothing in this manual is to be considered as creating a promise or expectation of job security to the employee.

Information contained in this Policy and Procedures Manual shall not be considered a promise to employees, nor is it intended as a contract of employment. No Board member, supervisor or other agent of the School is authorized to enter into a different type of employment relationship with any employee, and no different type of employment relationship shall be recognized unless it is in writing, is designated as an employment contract, and is signed by the Superintendent and approved by the Board.

B. Open Door Policy and Employee Relations

The School believes in providing an atmosphere where employees shall discuss work-related issues, problems, policies, practices or other concerns. Employees should also feel free to express their thoughts and ideas about their work. However, statements shall be made in a professional, non-demeaning manner. Problems should first be discussed with the immediate supervisor. If that is not appropriate, or if a satisfactory solution is not found, the matter shall be taken through the chain of command to the Superintendent. (See also Employee Grievances).

C. Organizational Chart

The School shall maintain and post an organizational chart depicting its positions.

D. Job Descriptions

The School shall maintain job descriptions for all positions. Every job description shall be evaluated annually in order to keep them current. It is the responsibility of the Director of Personnel to maintain the job descriptions.

E. Superintendent

I. Duties

The duties of the Superintendent of the School shall be those described in the Superintendent's job description.

The Board shall appoint the Superintendent. The Superintendent is the Chief Executive Officer at the School and shall attend all Board meetings. He/She is hired by the Board and reports directly to the Board. The Superintendent is responsible for implementing the decisions of the Board and for making administrative decisions, which have been delegated by the Board. The Superintendent shall also be responsible in making recommendations to the Board in the areas of personnel, finance and policy. The Superintendent shall also be responsible for dismissing, demoting or suspending probationary or term employees. The Superintendent is responsible for the care, inventory and the use of all School buildings, equipment, materials and grounds. The Superintendent shall manage the School pursuant to Federal, Navajo Nation and applicable Arizona law and regulations, and Board Policy. The Superintendent shall

delegate appropriate authority to subordinates as deemed necessary and prudent. The Superintendent shall not delegate the authority to dismiss, demote or suspend probationary or term employees. Such delegation shall be in writing.

II. Absences

In the Superintendent's absence, the person designated, in writing, to act for the Superintendent has the full authority and responsibility to perform required duties. School employees and the Board President shall be notified when someone is acting for the Superintendent.

III. Superintendent Prerogative

In cases where emergency action must be taken within the School, and where the Board had provided no guidelines for administrative action, the Superintendent shall have the power to act, but his/her decision shall be subject to review by the Board at its regular meeting. It shall be the duty of the Superintendent to inform the Board promptly of such action and of the need for policy.

IV. Superintendent's Worksheet for Submittal to the Board

The Superintendent shall submit a statement of goals and objectives for his/her position to the Board no later than the June Board meeting.

The Superintendent and the members of the Board shall agree upon these goals. They shall be listed in order of priority for the year.

V. Conference Agreement

Objectives and goals shall be subject to modification upon mutual agreement in writing between the Superintendent and the Board no later than the July Board meeting.

VI. Evaluation of the Superintendent

The Board shall evaluate the Superintendent annually.

The Board shall conduct an appraisal session between the Superintendent and the Board.

The appraisal session between the Superintendent and the Board shall be conducted prior to March 1st. This appraisal session shall measure performance of the Superintendent in accomplishing the responsibilities outlined in his/her job description, as well as his/her progress toward attainment of the established goals and objectives.

At this time, the Superintendent's Performance Review shall be completed. The Board shall do the final evaluation of the Superintendent. Evaluations shall be based upon a point system with 1 begin the lowest and 5 begin the highest, i.e.

1	2	3	4	5
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Based upon the number of points earned, the Superintendent shall receive an annual rating in one of the following categories: "Needs Improvement," "Below Average," "Average," "Above Average," and "Meritorious."

While continuing communication between the Superintendent and the Board is desirable, either party shall hold discretionary conferences upon request. When either party so desires, the results of discretionary conferences shall be summarized in writing and signed by both parties.

F. The Personnel Committee

The Personnel Committee shall hear and make recommended decisions regarding employee grievances.

The Personnel Committee consists of five (5) staff members plus one (1) alternate appointed by the Superintendent and confirmed by the Board. In making proposed appointments, the Superintendent shall consult with managers of all departments. The Director of Human Resources and the Superintendent shall be ex-officio members of the Personnel Committee with full rights of participation and voting.

The normal term of office shall be one (1) fiscal year; members may be reappointed. The Personnel Committee shall be formed at the beginning of the school year.

The Personnel Committee shall conduct business by a majority vote, provided that a quorum of three (3) members is present at all times. The Chairman of the Committee or the Superintendent of the School shall call meetings. Minutes shall be kept of each Personnel Committee meeting.

In the event of a scheduling conflict, or in the event that there is a conflict of interest, then the alternate member of the Personnel Committee shall replace the Committee member who has the conflict. In the event that there is a conflict of interest, the Committee member with the conflict shall recuse himself/herself from the Committee. During the summer recess, if Personnel Committee members are not available, then the Superintendent may make temporary appointments to the Committee, subject to the approval of the Governing Board. These temporary appointments shall lapse at the beginning of the academic year.

G. Overall Goals and Objectives

The Board shall employ the personnel necessary, both certified and classified, for the implementation of the purpose of the School, as stated in this Policy Manual.

H. Navajo Preference/Indian Preference in Employment

Title VII of the 1964 Civil Rights Act allows private and government employers on or near a Federal Trust Indian Reservation to publicly announce and practice a policy giving preferential treatment in hiring Indian candidates. Indian preference may supersede the Equal Employment Opportunity laws contained in Subchapter VI, Chapter 21 (Civil Rights) of Title 42, U.S. Code. This Indian Preference allowance does not permit tribal preference. However, because Title VII does not apply to "Indian tribes," and because this exception has been held to extend to local, Tribally-sanctioned, federally-funded schools, the Shonto Preparatory School Grant program may give tribal preference in employment decisions pursuant to the Navajo Preference in Employment Act. The Shonto Preparatory School Arizona Charter program, however, is subject to Title VII, and therefore is prohibited from giving tribal preference, but may give Indian preference.

As used in the policy, the term "*Indian/Tribal preference*" shall mean, among other things,

that in any employment actions, including the selection process, Navajo or, in some cases, non-Navajo Native American, candidates who meet or surpass the necessary qualifications for a position shall be given preference over non-Indians, irrespective of the qualifications of non-Indian candidates. The Board, prior to opening the position for interested applicants, shall outline the preference standard for each position.

To the extent permitted by law, the Board may waive any of the above requirements by a formal vote. Such waiver shall apply only to individual employment as determined by the Board on a case-by-case basis. In each case where a waiver of Indian preference occurs, the Board shall make a record of the occurrence, which shall be included in the official minutes of the Board.

I. Conflict of Interest, Nepotism

See Separate Board Policy on Governing Board Relationships and Employment.

J. Records Retention and Disposition

All required records and any other records that shall be deemed necessary or helpful shall be prepared in a manner consistent with law and the requirements of the Uniform System of Financial Records for charter Schools, Appendices X-E. An administrative records management program approved by the Board shall be established and maintained and a Report of Records Destruction shall be submitted to the Department of Library Archives and Public Records on a yearly basis.

The Board is the custodian of the official copies of all records, required or optional, and the Principal shall be responsible for protecting such records on behalf of the Board. As part of the records management program, the Principal shall assign management responsibilities to other employees by naming the employee positions and a general description of the records assigned to them.

K. Other School Records

The current year's records shall be kept in the School's administration office. When practical to do so, but no later than during the second immediate past year, all records shall be grouped, bundled together and labeled, with the disposal date noted on the label. Retention periods noted shall refer to the number of years after the end of the fiscal year in which the records were made or superseded, as specified in the Arizona School Districts, Records Management Manual (December 2000).

All other records shall be managed so as to be in compliance with the requirements of the Records Management Division of the Department of Library, Archives and Public Records.

L. Child Abuse and Neglect

Adopted:

Updated:

Reference: Sexual Harassment, SGBBoE, Inc. Policy JGFB, December 6, 2013
A.R.S. 13-3620 et seq.

1. Introduction:

A large percentage of abused children are of school age. Compulsory education laws make it difficult to hide abuse. Since educators see children on a regular basis, they are in a strategic and important position to recognize and report suspected child abuse and neglect. Educators who are knowledgeable in detecting the signs and signals of child abuse and neglect, and are conscientious in reporting suspected incidents to the proper authorities, can do much to protect the child and help the family as well.

We at the Shonto Preparatory School wish to take an aggressive, proactive stance in combating child abuse in our district. Therefore, the Shonto Governing Board establishes the following policy:

2. Policy Statement:

It is the policy of the Shonto Governing Board to comply with Navajo Nation, State, and Federal child abuse reporting laws.

A. Definitions

1. Abuse or Child Abuse:

- a. The infliction upon a child or allowing another person to inflict upon a child any of the following:
 - i. physical injury, impairment of bodily function, or disfigurement;
 - ii. emotional damage or mental injury; or
 - iii. sexual abuse, assault, molestation, contact, conduct, exploitation, incest or commercial exploitation/prostitution.
- b. A failure to maintain reasonable care and treatment or exploiting or overworking a child to such an extent that his or her health, morals or emotional well-being is endangered.
- c. A case in which a child is dead or exhibits evidence of skin bruising, bleeding, malnutrition, failure to thrive, burns, fracture of any bone, subdural hematoma, soft tissue swelling, and where such condition is not justifiably explained or may not be the product of an accident occurrence.

2. Mental Injury:

Harm to a child's psychological or intellectual functioning which may be exhibited by severe anxiety, depression, withdrawal, or outward aggressive behavior, or a combination of those behaviors, which may be demonstrated by a change in behavior, emotional response, or cognition.

3. Neglect or Negligent treatment:

The terms neglect or negligent treatment shall include:

- a. the failure to provide, for reasons other than poverty, adequate food, clothing, shelter, or medical care so as to seriously endanger the physical health of a child; or
- b. the inability or unwillingness of a parent, guardian, or custodian of a child to provide that child with supervision, food, clothing,

shelter or medical care if that inability or unwillingness causes substantial risk of harm to the child's health or welfare, except if the inability of a parent or guardian to provide services to meet the needs of a child with a disability or chronic illness is solely the result of the unavailability of reasonable services.

4. Physical Injury:

Includes but is not limited to lacerations, fractured bones, burns, internal injuries, severe bruising, or serious bodily harm.

5. Reportable offense:

Includes indecent exposure, public sexual indecency, sexual abuse, sexual conduct with a minor, sexual assault, molestation of a child, furnishing to a minor over the Internet items that are harmful to a minor, surreptitious photographing/videotaping/filming/digitally recording of a minor; child prostitution; and incest.

6. Reasonable belief:

The term "reasonable belief" should be interpreted liberally, such that the reporting requirements of this Policy are triggered whenever there is sufficient information to indicate that a child is or may be the victim of abuse or neglect. Individuals are not expected or required to investigate the suspected abuse before making a report.

7. Sexual abuse

Includes the employment, use, persuasion, inducement, enticement, or coercion of a child to engage in, or assist another person to engage in, sexually explicit conduct (actual or simulated) or the rape, molestation, prostitution, or other form of sexual exploitation (including pornography) of a child, or incest with children.

B. REPORTING INCIDENTS OF SUSPECTED CHILD ABUSE

1. Any person, including a School employee or volunteer, shall report incidents of abuse or neglect under any of the following circumstances:

- a. If the person knows or reasonably believes or suspects that a minor is or has been the victim of physical injury, abuse, child abuse, neglect, or another reportable offense that appears to have been inflicted on the minor by other than accidental means or that is not explained by the available medical history as being accidental in nature;
- b. If the person knows or reasonably believes or suspects that there has been a denial or deprivation of necessary medical treatment or surgical care or nourishment with the intent to cause or allow the death of a child one year old or younger;
- c. If the person knows or has reason to believe or suspect that serious injury or injuries have been inflicted upon a child as a result of abuse, neglect or starvation;
- d. If the person knows or has reasonable suspicion that a child was abused in Indian country; or

- e. If the person knows or has reasonable suspicion that actions are being taken or are going to be taken that would reasonably be expected to result in abuse of a child in Indian country.

Also, when any of the above circumstances occur, the School employee or other reporting individual shall refer the child to the School nurse, who will evaluate and record the nature of the child's injury, abuse, or neglect.

C. SUBMISSION OF CHILD ABUSE/NEGLECT REPORTS

All reports required under Section II of this Policy shall be submitted to the following entities:

1. A Navajo Nation peace officer and the presenting officer of the judicial district where the child resides;
2. Navajo Nation Child Protective Services Department in the agency where the child resides; and
3. Child Protective Services in the State of Arizona's Department of Economic Security.

D. FILING OF REPORT

Such reports shall be made immediately by telephone or in person and shall be followed up by a written report within seventy-two hours. Such reports shall contain:

1. The names and addresses of the minor, and the minor's parent(s), guardian(s) or custodian(s), if known.
2. The minor's age and the nature and extent of the minor's injury, abuse, child abuse, physical injury or neglect, including any evidence of previous injury, abuse, child abuse, physical injury or neglect.
3. Any other information that the person believes might be helpful in establishing the cause of the injury, abuse, child abuse, physical injury or neglect.
4. Any other information that the person believes might be helpful in establishing the identity of the person(s) responsible for the injuries.
5. Information as to where the child was referred or can be found.

E. IMMUNITY FOR FILING REPORT

Any person furnishing a report, information, or records required or authorized by Navajo Nation, State or Federal child abuse reporting laws, or a person participating in a judicial or administrative proceeding or investigation resulting from such report, information or records is immune from any civil or criminal liability by reason of such action unless such person has acted in bad faith or with malice or unless such person has been charged with or is suspected of abusing or neglecting the child or children in question.

F. FAILURE TO REPORT CHILD ABUSE

A person who fails to report abuse as provided in A.R.S. §13-3620 is guilty of a Class I misdemeanor, except if the failure to report involves a "reportable offense," the person is guilty of a Class 6 felony. A person who fails to report abuse as provided in 18 U.S.C. §1169(a) may be fined under Title 18 or imprisoned for not more than 6 months or both. Any person who is subject to

applicable Navajo Nation law and fails, neglects, or refuses to submit a report required by 9 N.N.C. 1123 is guilty of a misdemeanor and may be punished by fine of not less than twenty-five dollars nor more than one hundred dollars.

G. REQUIREMENT TO REPORT CERTIFICATED PERSONNEL SUSPECTED OF ABUSE

Any certificated person or Governing Board member who reasonably suspects or receives a reasonable allegation that a person certificated by the State Board of Education has engaged in conduct involving minors that would be subject to the reporting requirements of this policy and A.R.S. § 13-3620 shall report or cause reports to be made to the Department of Education in writing as soon as is reasonably practicable, but no later than three business days after the person first suspects or receives an allegation of the conduct.

In addition, if the Superintendent reasonably suspects or receives a reasonable allegation that a certificated person has engaged in an act of immoral or unprofessional conduct that would constitute grounds for dismissal or criminal charges of that certificated person, the Superintendent shall report that conduct to the Department of Education.

H. CONFIDENTIALITY

1. Confidentiality must be exercised throughout this procedure to the extent permitted by law.
2. Copies of reports made under this Policy are not a part of the child's educational record and are kept separately in the Principal's office.

3. Delegation of Authority:

- A. The Superintendent is directly responsible for enforcing and communicating this policy.
- B. Principals and administrators are responsible for implementing the policy in their building/department.
- C. Principals will review this policy with their staff annually at the beginning of the school year.
- D. Principals will monitor the execution of this policy at the building level.

M. Reasonable, Justifiable Restraint

1. The Use of Justifiable Restraint

Any administrator, teacher, or other school employee may use reasonable and appropriate physical force in self-defense, in the defense of others, or to prevent or terminate the commission of theft or criminal damage to the property of the school.

The threat or use of physical force is not justified as a response to verbal provocation alone, nor when the degree of physical force used is disproportionate to the circumstances or exceeds that necessary to avoid injury to oneself or to others or to preserve property at risk.

2. Reports When Reasonable, Justifiable Restraint is used

When the use of reasonable force is necessary to protect pupils, members of the school system, school property, or other persons from an assault by a pupil, the

employee must file a detailed report of such with the Superintendent or Board President.

N. Equal Employment Opportunity

The School believes in the principle of equal employment opportunity to all qualified employees and qualified applicants, and prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, handicap, or any other basis prohibited by law.

O. Sexual Harassment

Adopted: 05/06/2003

Revised: 07/07/2017

Reference: Sexual Harassment, SGB&E, Inc. Policy GBAA, July 7, 2017
Title VI, Civil Rights Act of 1964, 42 U.S.C 2000
Title IX, Education Amendments of 1972, 20 U.S.C. 1681
A.R.S. 14-1461 et seq.

1. PURPOSE

Shonto Preparatory School is committed to maintaining a work and educational environment free from all forms of sexually harassing conduct. We expect all employees, students, parties contracted to perform work for the School, and other members of the school community to conduct themselves in an appropriate manner with respect, dignity, courtesy, and fair treatment for all individuals in the School. Everyone has a responsibility to prevent sexual harassment in the school environment, and if it does occur, to take necessary action to stop it.

2. POLICY

The policy of Shonto Preparatory School that it will maintain a working and learning environment that is safe and non-discriminatory; that sexual harassment of or by any student, employee, agent of the school system or visitor is prohibited and will not be tolerated; all allegations of sexual harassment shall be investigated; and all substantiated complaints shall result in appropriate action.

3. DEFINITION

A. *SEXUAL HARASSMENT*

Unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when;

- i. Submission or rejection of such conduct is either explicitly or implicitly a term or condition of an individual's grade, education, or employment or employability;
- ii. Submission to or rejection of such conduct by an individual is used as the basis of grading decisions or employment decisions affecting such individual;
- iii. The conduct has the purpose or effect of unreasonably interfering with a person's work or educational performance or creating an intimidating, hostile, humiliating or sexually offensive working or educational environment.

Sexual harassment is concerned with the impact of the behavior, not the intent of the behavior. It is also not gender specific. A victim of sexual harassment may be someone who is affected by the conduct, even though the conduct was directed toward another person.

B. UNWELCOME CONDUCT

When the student or employee being harassed did not “solicit or invite it” and “regarded the conduct as undesirable or offensive.” Mere acquiescence in the conduct or the failure to complain does not always mean that the conduct was welcome. For example, a student may decide not to resist sexual advances of another student or may not file a complaint out of fear. Also, the fact that a student or employee willingly participated in conduct has become unwelcome on a subsequent occasion.

When younger children are involved, it may be necessary to determine the degree to which they recognize that certain sexual conduct is conduct to which they should reasonably object and the degree to which they can or should articulate an objection.

C. BEHAVIORS THAT CONSTITUTE SEXUAL HARASSMENT

- i. Using one’s position or authority, either implicitly or explicitly, to coerce and employee or student into complying with sexual favors;
- ii. Unwanted sexual advances, touching, fondling, patting, hugging, pinching, kissing, cornering, or brushing;
- iii. Questions and comments about a person’s sexual behavior, sexually oriented jokes, or comments about a person’s body or conversations filled with sexual innuendo and double meanings; and
- iv. Displaying sexually suggestive pictures or objects, leering or ogling in a sexually explicit manner, or gesturing and making lewd motions with one’s body.
- v. Accessing or view sexually explicit internet pages or transmitting sexually explicit e-mail and posts on social media.
- vi. Physical assaults on another including: rape, sexual battery, molestation, or attempts to commit such acts.
- vii. Technological tools such as email, social media, instant messaging, text messaging, and SharePoint will be included in any inappropriate communications including pictures/digital media.

D. REPORTING PROCEDURE

Anyone who witnesses or is the subject of sexual harassment is encouraged to report such incident(s). Reports should be made and filed in accordance with the procedures set forth in this policy.

- i. Staff or students who witness sexual harassment are required to report the incident to the building administrator or Director of Human Resources, even if the target of the harassment does not express disapproval or file a complaint. If the building administrator or the Director of Human Resources is the person alleged to have engaged in sexual harassment, the report shall be filed with the Superintendent.
- ii. Any employee or student who believes he or she has been the subject of sexual harassment should report the alleged act(s) and/or behavior to the building administrator and/or the Director of Human Resources at (928) 672-3500. If the building administrator or the Director of Human Resources is the person alleged to have engaged in sexual harassment, the report shall be filed with the Superintendent.
- iii. Complaints should be made within 180 days of occurrence of the alleged harassment. Failure to promptly report sexual harassment pursuant to this policy may jeopardize the school's ability to remedy such harassment and may jeopardize the complainants' rights.
- iv. Sexual harassment complaints involving students may constitute child abuse under Arizona's and Navajo Nation's reporting statutes. Shonto Preparatory School will comply with Arizona and Navajo Nation Law in reporting suspected cases of child abuse to appropriate governmental agencies.
- v. Sexual harassment complaints may be reported to law enforcement agencies.

E. INVESTIGATION OF COMPLAINTS

- i. All sexual harassment complaints will be investigated promptly and as confidentiality as possible.
- ii. Any individual who is found, after appropriate investigation, to have engaged in sexual harassment will, depending upon the circumstances, be subject to disciplinary sanctions up to and including termination of employment, if the individual is an employee, or expulsion, if the individual is a student.
- iii. In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated.
- iv. It is illegal to subject an individual to any form of coercion, intimidation, retaliation, interference, or discrimination for filing a sexual harassment complaint or cooperating in an investigation. Anyone who engages in such conduct shall be subject to discipline up to and including termination.

- v. A complainant whose allegations are found to be dishonest and brought with malicious intent will be subject to disciplinary actions up to and including, termination for an employee.
- vi. A complainant whose allegations are found to be dishonest and brought with malicious intent will be subject to disciplinary actions up to and including expulsion for a student.

F. RANGE OF CONSEQUENCES FOR EMPLOYEE SEXUAL HARASSMENT

Depending upon the severity of the sexual harassment, the range of possible consequences for an employee who is found to have committed sexual harassment may include; but are not limited to:

- 1. Letter of warning, improvement plan, and sexual harassment training.
- 2. Letter of reprimand and suspension from duties without pay for five (5) days,
- 3. Letter of reprimand, administrative leave,
- 4. Administrative review by Superintendent with recommendation to the Board for any subsequent action up to termination.

G. STATEMENT OF SCHOOL COMMITTEE POSITION ON EMPLOYEE/STUDENT SEXUAL CONDUCT

The Governing Board directs the Administration to terminate the services of any employee who has been found guilty of an intimate sexual relationship with a student, regardless of the consensual nature of such relationship. **The Superintendent will notify Arizona Department of Public Safety, Arizona Department of Education Certification Unit (Certified Employee), and initiate SCAN report for any subsequent action.**

H. INVESTIGATING PROCEDURES

Procedures for reporting and investigating claims and enforcing this policy shall be fair and equitable. Such procedures shall provide for:

- i. Notice of the procedure to students, parents, and employees;
- ii. Application of procedures to complaints alleging harassment by students;
- iii. Adequate and reliable investigation of complaints by an impartial investigator, including the opportunity to present witnesses, where appropriate;
- iv. Designated time frames for the major stages of the process;
- v. Notice to the parties of the disposition of the complaint, where appropriate;
- vi. Steps to prevent the recurrence of any harassment and to correct its effect on the complainant and others.

The following complaint procedure applies to all schools and employees, including administrators, teachers and support staff.

I. INFORMATION PROCEDURE (STEP I)

- a. Individual alleging sexual harassment should report the incident to Director of Human Resources. If said allegations are made to another person, the matter

must be immediately directed to the building administrator/supervisor and Director of Human Resources.

- b. Building administrator (complainant) will discuss the matter separately with the complainant and include Director of Human Resources and department supervisor/administrator to discuss the matter with the alleged harasser, informally, in an attempt to resolve the matter.
- c. If the complaint is resolved satisfactorily, the administrator will complete a *Harassment Follow-Up Form* with documentation of the incidents to Director of Human Resources.
- d. If the complaint cannot be informally resolved, the building administrator will conduct an investigation and recommend an appropriate resolution to the Director of Human Resources
- e. If a satisfactory resolution cannot be achieved within ten (10) school days of receipt of the complaint, or as soon as reasonable under the circumstances, the administrator, will refer the complaint to the Director of Human Resources for initiation of Step II.
- f. If the building administrator or supervisor is alleged to be involved in the complaint, the complainant shall have the right to initiate the complaint at the formal level, Step II.

J. FORMAL PROCEDURE (STEP II)

- a. The Superintendent of Schools shall review the complaint, findings, and recommendations and conduct necessary interviews to take appropriate action within twenty (20) school days of receiving the complaint, or as soon as reasonable under the circumstances.
- b. If the complaint is resolved satisfactorily, the Superintendent will forward all documentation of the complaint, and completed *Harassment Follow-Up Form* to the Director of Human Resources.
- c. Failure to achieve a satisfactory resolution of the complaint within twenty (20) school days of this receipt at Step II will result in movement of the complaint to Step III.

K. FORMAL PROCEDURE (STEP III)

- a. Governing Board will determine the final outcome of the complaint through a review of the record and/or necessary interviews.
- b. Appropriate action shall be taken within thirty (30) school days of its receipt at this Step, or as soon as reasonable under the circumstances.

L. NON-EMPLOYEE SEXUAL HARASSMENT COMPLAINT PROCEDURE

This procedures applies to complaints filed against non-school personnel including visitors, vendors, contractors, and individuals in programs sponsored or supported by the School.

- 1. Allegations will be directed to the building administrator or supervisor.
- 2. Building administrator or supervisor will investigate the complaint promptly.
- 3. Appropriate action will be taken to protect the complainant to include assisting in seeking a temporary restraining order (TRO). The workplace will be included specifically in the TRO.
- 4. Non-school personnel found to have engaged in sexual harassment will be subject to disciplinary sanctions up to and including exclusions from school

buildings and/or activities, and termination of contracts and may be reported to appropriate governmental agencies.

M. Delegation of Authority

- a. Superintendent is responsible for seeing that all school employees adhere to provisions of this policy.
- b. Administrators are responsible for the implementation and enforcement of this policy in their building/department.
- c. Every school employee shall be asked to review a copy of this policy, sign a document that he/she had done so, and is expected to comply with all provisions.
- d. School employees should report alleged violations of this policy in accordance with the guidelines and procedures which accompany this policy.
- e. All school employees and agents are responsible for reporting alleged violations of sexual harassment in accordance with this policy.
- f. A copy of this policy is to be included in in all employee handbooks.
- g. To the extent possible, all contractors, vendors, and other agents of the school will be informed about the sexual harassment policy.
- h. Building principals and administrators will post the Sexual Harassment policy in areas frequented by professional and support staff.
- i. Building principals and administrators will provide Sexual Harassment training for all employees at a yearly staff meeting.

Administrative Guidelines and Procedures

I. Responsibilities

- A. Each employee of Shonto Preparatory School is responsible for the following:
 1. Ensuring that his/her behavior, language, or conduct complies with the School's Sexual Harassment Policy.
 2. Taking immediate and appropriate action to stop such harassment and to prevent its recurrence upon observing overhearing or otherwise becoming aware of such conduct.
 3. Immediately reporting sexual harassment, which he/she observes or has reason to believe occurred to the building principal and/or the Director of Human Resources.
 4. Cooperating in the investigation of alleged sexual harassment by providing any necessary information.
 5. Actively participate in efforts to prevent sexual harassment in the School.
Participation includes:
 - a. Creating a positive school climate of respect decency by clearly communicating behaviors that are accepted and valued within the school.
 - b. Modeling behaviors and attitudes, which resonate decency and respect. The interaction of staff with each other and with student communicates a strong message of what is acceptable behavior in school.
 - c. Assisting students in understanding the impact of their behaviors. It is important that staff intervenes and challenge inappropriate conduct. While communicating that the behavior is unacceptable, the impact of the behavior should be stressed.
- B. Each student in Shonto Preparatory School is responsible for:
 1. Ensuring that his/her behavior, language, and conduct complies with the Sexual Harassment Policy.

2. Cooperating in the investigation of alleged sexual harassment by providing any necessary information; and
 3. Actively participating in the efforts to prevent sexual harassment in the schools.
- C. Administrators and supervisors have the following responsibilities:
1. Distribute the Sexual Harassment Policy to all staff, students and other parties accessing the building;
 2. Communicate the policy, including sanctions for harassment, to all employees and students. Issue and discuss the Sexual Harassment Policy with all new
 3. employees and at least annually at a staff meeting;
 4. Train all staff members on how to prevent and respond to sexual harassment in the building;
 5. Take all complaints or suspicion of sexual harassment seriously and immediately conduct a thorough investigation;
 6. Take prompt and appropriate action, including disciplinary, to eliminate harassment and prevent it from recurring;
 7. Continually monitor behavior throughout the building;
 8. Post the Sexual Harassment Policy in visible places as a reminder to all employees.
 9. Refer any questions or concerns to the Director of Human Resources.
 10. Model appropriate behavior and set the tone as to what behavior will be tolerated.

II. Investigations

- A. Take all complaints, claims, or suspicions of sexual harassment seriously.
- B. Keep an open mind. Act in a neutral and professional manner. Determinations should be based upon appearance, position, or reputation of the people involved.
- C. Investigate promptly. Attempt to begin within 24 hours and end within 10 days, if at all possible.
- D. Be thorough. Interview every individual involved, including all relevant witnesses.
- E. Document all parts of the investigation. Create a separate confidential file accessible only to investigators.
- F. Preserve privacy and avoid defamation. Ask parties not to discuss the investigation except with designated personnel. Restrict all comments to a "need-to-know" basis. Emphasize but do not assure complete confidentiality to all involved.
- G. Inform everyone about the institution's non-retaliation policy.
- H. Safeguard documents. Keep pertinent records and documents safe and restrict access to those who have legitimate need to see the information.
- I. All complaints involving students will be communicated to the parent(s)/guardian(s) of the students involved. A written report will be kept of such communication.
- J. Sexual harassment complaints may involve allegations of child abuse and/or sexual battery. These actions are considered felonies and must be reported to the appropriate authorities whenever there is reason to believe such conduct occurred. A written record will be kept of such notification and appropriate action will be taken immediately.

III. Taking Complaints

- A. Listen carefully and impartially.
- B. Put aside your personal biases and emotional responses.
- C. Assure the individual that you take his/her complaint seriously.

- D. Protect privacy.
- E. Document everything.

IV. Protections for the Accused

- A. Be advised of the allegations
- B. Have a complete and timely investigation conducted based on all relevant facts.
- C. Participate in the investigation.
- D. Protection of rights guaranteed by relevant policies, procedures, and laws.
- E. Be free from invasion of privacy including improper search of lockers, desks, computer files, personal property, etc.
- F. Be protected against the communication of investigation results in an inaccurate way.

Be protected from public disclosure of private facts.

V. Facts

- A. If No Harassment is Found:
 - 1. Take a neutral approach.
 - 2. Discuss the conclusion with the individuals involved and emphasize that it was based on the evidence presented.
 - 3. Review the Shonto Preparatory School Sexual Harassment Policy with the individuals involved.
 - 4. Discuss the issues of retaliation and reprisal with the individuals.

VI. Right to Alternative Complaint Procedure

The procedures set forth in this policy apply to the school's internal practices only. They do not alter, modify, extend, or substitute for any rights that the parties may otherwise have.

VII. Training & Dissemination

- A. Copies of the Sexual Harassment Policy and Administrative Guidelines and Procedures will be available for all school department employees, School Councils, Parent Teacher Organizations, Student Councils, and other school related affiliations.
- B. The policy will be included in school handbooks.
- C. Specialized training and resource materials will be available to all school employees.
- D. Principals and/or administrators will provide Sexual Harassment Training for all their employees.
- E. The Director of Human Resources will work with school administrators to provide strategies to implement and enforce all aspects of the Sexual Harassment and its Administrative Guidelines and Procedures in their building or department.

**SHONTO PREPARATORY SCHOOL
SEXUAL HARASSMENT COMPLAINT FORM**

Name: _____

Date: _____

Address: _____

Phone Number: _____

Job Title: _____

Department: _____

1. Who was responsible for the harassment?
2. Describe the harassment:
3. Date, time, and place the harassment occurred:
4. Were there others involved with the harassment?
5. If so, who were they? Describe their involvement:
6. List any witnesses to the harassment. Include telephone numbers and addresses, if known.
7. What was your reaction to the harassment?
8. Describe any subsequent incidents:
9. Indicate what you think can and should be done to solve the problem. Be as specific as possible.

By signing this document, I certify that the information contained herein is correct to the best of my knowledge.

Signature of Complainant

**SHONTO PREPARATORY SCHOOL
ADMINISTRATIVE FOLLOW-UP FORM FOR SEXUAL HARASSMENT**

1. Date(s) of Investigation:

2. What action was taken?

3. Date(s) of follow-up conferences:

4. Result of the conferences:

5. Date of final report:

6. Date of final resolution explained to the complainant:

Administrator Signature

Date

Sexual Harassment Employee Acknowledgement

This is to acknowledge receipt of the Shonto Preparatory School's policy concerning Sexual Harassment. I have carefully read and understand the policy and procedure, contained in the policy concerning Sexual Harassment and acknowledge that it applies to me both in my present capacity and in any future position I may hold with the School. I will comply with all said policies and procedures as set forth in the policy concerning Sexual Harassment. I understand that I should immediately report any sexual harassment.

I understand this will be filed in my Official Personnel Folder.

Employee Signature

Date

P. Discrimination Harassment

1. PHILOSOPHY:

The Shonto Preparatory School is committed to maintaining a work and educational environment free from any form of discrimination and unlawful harassment. Actions, words, jokes, comments, e-mails and websites based on an individual's race, color, religion, sex, age or national origin, disability or any other legally protected characteristic shall not be tolerated. All employees are responsible for maintaining an appropriate and businesslike manner at work, free from discrimination and harassment. Violations of this policy are absolutely prohibited, and may be reason for disciplinary action, up to an including termination of employment.

2. POLICY STATEMENT:

It is the policy of the Shonto Preparatory School that it will maintain a "zero tolerance" standard with regard to inappropriate harassment or the creation of a hostile work environment.

A. DEFINITION OF DISCRIMINATION HARASSMENT

Discrimination harassment includes slurs, epithets, and other verbal comments or physical actions regarding race, color, national origin, age, religion, disability, or any other characteristic, as prohibited by law.

B. FORMS OF HARASSMENT

Harassing conduct includes, but is not limited to, the following:

1. Harassment and bullying is deliberate and unpleasant behavior which is not necessarily persistent. One of its effects is to make the victim feel uncomfortable, patronized, humiliated or threatened. It also has the effect of maintaining existing inequalities of power and opportunity. It results in:
 - Making a job difficult to do;
 - Creating an intimidating or hostile work environment;
 - Affecting the health or safety of individuals by causing stress;
 - Endangering career and job prospects.
2. Racial harassment includes derogatory name-calling, insults, racist jokes, racist graffiti and other written insults, bringing racist material, such as posters, leaflets or magazines, into the School, or making threats against or physically intimidating a person or group because of color or ethnicity.
3. Harassment against those with disabilities includes derogatory name-calling, insults and other actions which result in the individual feeling uncomfortable, patronized, humiliated or threatened.
4. Bullying is a form of harassment that includes belittling and destructive criticism, insults and isolation. It can include humiliating, undermining or patronizing an individual in front of his/her colleagues. It may involve deliberately undervaluing an individual's work

contribution and achievements. Bullying can extend to blocking attempts by an individual to complain about their treatment and can create an atmosphere of anxiety and fear.

C. DEFINITION OF HOSTILE WORK ENVIRONMENT

Vicious, offensive, frequent and reprehensible instances of harassment constituting a concerted pattern of harassment. This definition goes beyond casual, infrequent or isolated instances. Examples of conduct which may create a hostile work environment may include such actions as verbal harassment or abuse, posting or distributing derogatory bulletins, pictures, or cartoons, or offensive language, characterizations or humor.

D. POSSIBLE CONSEQUENCES FOR COMMITTING HARASSMENT

1. Inappropriate harassment of any form or the creation of a hostile work environment is absolutely prohibited and may be reason for disciplinary action, up to and including termination of employment.
2. Supervisors are responsible for seeing that the work environment is free from any kind of discrimination harassment. All workers, including supervisors, shall be subject to disciplinary action, up to and including immediate termination of employment, for any acts of discrimination harassment they commit and their failure to report any violations of this policy.

E. REPORTING

1. It is the policy of the Board to encourage anyone who is the subject of discrimination harassment to come forward with such claims.
2. An employee who has initially welcomed such conduct by active participation must give specific notice to the alleged harasser that such conduct is no longer welcomed in order for any subsequent conduct to be deemed unwelcomed.
3. Any employee or applicant for employment who believes he or she has experienced discrimination harassment should report such incident or incidents to the Immediate Supervisor or Principal or Director. Individuals who do not feel comfortable reporting harassment to the Immediate Supervisor or Principal or Director should report the harassment or related retaliation to the Director of Human Resources, the Superintendent, or the designated Board member. Complaints may be either written or verbal.
4. Any charge of harassment may be brought to the Immediate Supervisor or Principal or Director without fear of reprisals or retaliation, as such will not be allowed to occur as a result of the good-faith reporting of charges of harassment. If an employee believes that he or she is being retaliated against for bringing a complaint of harassment, he or she should report such conduct immediately to the Immediate Supervisor or Principal or Director.

F. INVESTIGATION OF COMPLAINTS

1. All charges will be investigated, protecting the confidentiality of information to the greatest extent possible under the circumstances.
2. In determining whether alleged conduct constitutes discrimination harassment, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated.
3. The Superintendent or his or her designee has the responsibility for investigating and resolving all complaints of discrimination harassment.
4. The Superintendent or his or her designee shall investigate all complaints of discrimination harassment, and take corrective action where appropriate. Employees are required to cooperate, and not interfere, in any investigation of the claims of violations of this policy.
5. If it is determined during or after the preliminary review that circumstances warrant action, then the individual accused of harassment may be placed on paid leave until the matter is resolved, or, if circumstances warrant such action, both the accused and the accuser may be placed on paid leave until resolution.

G. TAKING DISCIPLINARY ACTION

Employees who either engage in discrimination harassment or tolerate such conduct by other employees shall be subject to disciplinary action, up to and including termination of employment.

H. DISTRIBUTION OF POLICY:

A copy of this Discrimination Harassment Policy shall be distributed to all employees.

I. DUTY TO REPORT:

Supervisors and administrators who knowingly condone, fail to report, or fail to take action to remedy incidents of harassment or retaliation may themselves be subject to discipline.

J. RECORDS:

1. All information contained in the discrimination complaint file is considered confidential and may not be released without the permission of the Superintendent or the designated Board member, except as may be legally required.
2. All records, documents, transcripts, and exhibits relating to discrimination complaints will be separately and securely maintained by the office of the Superintendent, and will not be placed in individual employee personnel record files. No other files, documents or materials of any kind relating to discrimination complaints may be kept by any other department, supervisor, or employee. These files will be retained for one (1) year following successful resolution of a complaint processed through the preliminary review procedure, and three (3) years following successful resolution of a formal administrative or investigative

proceeding, or as long as required by applicable law.

3. Forms:

Attachment #1 Discrimination Harassment Complaint Form

Attachment #2 Administrative Follow-Up Form for Discrimination Harassment

Attachment #2 Discrimination Harassment Employee Acknowledgment

SHONTO PREPARATORY SCHOOL

DISCRIMINATION HARASSMENT COMPLAINT FORM

NAME: _____

DATE: _____

ADDRESS _____

PHONE NUMBER: _____

SCHOOL: _____

DEPARTMENT: _____

JOB TITLE: _____

1. Who was responsible for the harassment?
2. Describe the harassment:
3. Date, time, and place the harassment occurred:
4. Where there others involved with the harassment?
5. If so, who were they? Describe their involvement:
6. List any witnesses to the harassment. Include telephone numbers and addresses, if known.
7. What was your reaction to the harassment?
8. Describe any subsequent incidents.
9. Indicate what you think can and should be done to solve the problem. Be as specific as possible.

By signing this document, I certify that the information contained herein is correct to the best of my knowledge.

Signature of Complainant: _____

SHONTO PREPARATORY SCHOOL

ADMINISTRATIVE FOLLOW-UP FORM FOR DISCRIMINATION HARASSMENT

1. Date(s) of investigation: _____

2. What action was taken?

3. Date(s) of follow-up conferences: _____

4. Result of the conferences:

5. Date of final report: _____

6. Date final resolution explained to the complainant: _____

Signature of Administrator

Date

SHONTO PREPARATORY SCHOOL

Discrimination Harassment Employee Acknowledgement

This is to acknowledge receipt of the Shonto Preparatory School's policy concerning Discrimination Harassment. I have carefully read and understand the policy and procedure, contained in the policy concerning Discrimination Harassment and acknowledge that it applies to me both in my present capacity and in any future position I may hold with the School. I will comply with all said policies and procedures as set forth in the policy concerning Discrimination Harassment. I understand that I should immediately report any discrimination harassment. I understand this acknowledgment will be filed in my Official Personnel Folder.

Print Name

Signature

Social Security Number

Date

Q. The Americans with Disabilities Act

The Americans with Disabilities Act (ADA) was enacted to remove the barriers that people with disabilities have faced in the past in the areas of employment, public services, public accommodations, and telecommunications. Many individuals with disabilities are able to perform the duties of a position satisfactorily without any special accommodations, while other individuals may require some accommodations in the job duties or workplace. It is the School's intent to hire, retain, and promote qualified and experienced individuals including persons with disabilities.

Supervisors shall be responsible for ensuring that the employment process is accessible and free from discrimination, and that applicants and employees with disabilities are accommodated wherever that can reasonably be accomplished.

1. ADA and Job Descriptions

Job Descriptions should define the duties of a job as to its essential and non-essential functions. Non-essential functions refer to a function that could be performed by another person. In determining essential/non-essential functions, the following factors may be considered:

- Does the position exist to perform the function?
- How much time shall be spent performing the function?
- Is the function highly specialized?
- Would the position be fundamentally changed if the function were moved?
- Are other employees available to perform the function?

2. ADA and Interviewing

ADA prohibits any pre-employment inquiry as to whether a person is disabled. An interviewer shall only inquire about a person's ability to perform the functions of a job. The ADA prohibits discrimination against qualified applicants and employees with disabilities. A qualified individual with a disability is an individual with a disability who:

- a. satisfies the requisite skill, experience, education and other job-related requirements of the position; and
- b. can perform the essential functions of the job with or without a reasonable accommodation.

3. Reasonable Accommodations

Questions or requests, which arise concerning ADA reasonable accommodations or the possible restructuring of a position, shall be brought to the attention of the Superintendent. Reasonable accommodation requests by an applicant or employee may be requested during the application process and/or during employment. Reasonable accommodations must enable an applicant to have an equal opportunity to be considered for a job or be related to the employee's performance of the essential functions of the job.

Reasonable accommodations may be determined upon the following factors:

The School is made aware that the applicant or employee has a disability. There

is no obligation to accommodate if an applicant or employee chooses to conceal a disability that is not apparent.

The accommodations must be reasonable and not impose an undue business hardship.

R. Paraprofessional Requirements

Newly Hired Teaching Assistants must meet the new federal legislation under the No Child Left Behind Act of 2001 (NCLB). New Teaching Assistants hired after January 8, 2002 meet NCLB requirements if they:

- a. Have a high school diploma; and
- b. Completed two years of study at an institution of higher education; or
- c. Have an associate's or higher degree; or
- d. Met a rigorous standard of quality and can demonstrate through formal State and local academic assessment of knowledge of, and the ability to assist in, instructing reading, writing and mathematics (or reading readiness, writing readiness or mathematics readiness).
- e. Met a rigorous standard of quality and can demonstrate through formal State and local academic assessment of knowledge of, and the ability to assist in, instructing reading, writing and mathematics (or reading readiness, writing readiness or mathematics readiness).
- f. All new residential assistants must have 32 post-secondary semester hours (or 48 quarter hours) in an applicable academic discipline, including fields related to working with children, such as, child development, education, behavioral sciences, and cultural studies.

All existing Teaching Assistants hired prior to January 8, 2002 must meet the requirements listed above no later than January 8, 2006.

District Assurances

The District must require the principal of each school to attest annually, in writing, as to whether the school is in compliance with paraprofessional certification requirements. Copies of the attestations must be maintained at both the district and schools and must be available upon request.

R. Staff Educational Minimum Requirements

Adopted: 11/04/2003

Updated: 11/16/2013

Reference: Shonto Governing Board of Education, Inc., Policy GBM, 11/16/2013

1. Policy

Shonto Governing Board of Education, Inc., that as a condition for employment, all staff hired after July 1, 2003 shall have a high school diploma or its equivalency or will attain the same within two years from their date of initial employment.

2. Exceptions

Staff who are hired prior to July 1, 2003, shall be exempt from the provisions of this policy.

3. Instructions and Guidelines

The Governing Board hopes, but does not require, that all employees advance at least one academic degree during their tenure with the district.

SECTION II. WORKING AT SHONTO PREPARATORY SCHOOL

A. Safety

It is the desire of the School to provide a safe working environment. Employees should practice safe working habits, should report any unsafe conditions to management, and must comply with safety policies and requirements. Employees shall refrain from engaging in unsafe acts including but not limited to standing on chairs, lifting heavy boxes or moving heavy classroom furniture.

Potentially hazardous materials used in the workplace should be properly labeled with information about the identity of the substance and appropriate hazard warnings. Each employee is responsible to read and understand all warning label information.

1. Chemicals or equipment requiring Material Safety Data Sheets (MSDS) shall be obtained by the ordering department and posted at appropriate locations.
2. Each employee is responsible for reading and understanding the Material Safety Data Sheets.
3. Material Safety Data Sheets shall be available at all right-to-know stations and other appropriate locations.

Safety issues and concerns shall be submitted in writing to your immediate supervisor. The immediate supervisor shall locate resources to resolve the issue or direct the inquiry to the Superintendent.

Workers' Compensation Claims/Accident Reports

Any employee of the School who suffers a job-related injury/accident must file a report with the School's Human Resources office within ten (10) days after the date of occurrence. Such report shall include the time of the accident, persons involved and how it happened. Should circumstances render the individual unable to submit such a report within ten (10) days, the time limit shall be extended.

Workers' Compensation Claims

When a job-related injury/accident requires medical attention and absence from the workplace, the following conditions shall apply:

- An accident occurs.
- The employee involved promptly reports the accident and injury to the immediate supervisor.
- The immediate supervisor will assist in completing the Employer's Report of Occupational Injury form at the Human Resource Office. The form must be signed by the employee and Human Resources. Employee must submit a leave slip for work related injury.
- Employee may obtain first aid from the School Nurse Assistant if the injury is minor. If the injury is non-life threatening send the injured employee to Canyonlands Urgent Care in Page, Arizona (no other site is acceptable). Employee must not show Health Insurance Card, to prevent the hospital from charging both the School's Insurance and Worker's compensation.

- If the injury is life threatening, the injured worker can be stabilized at Inscription House Health Clinic and later transported to Canyonlands Urgent Care or Page Hospital for further treatment. The medical provider may restrict the injured worker from working; the immediate supervisor must provide a copy of the treating physician's release-to-work form and the Physician's Report of Occupational Injury form to Human Resources Office that explains any and all work restrictions.
- If the medical provider indicates you can return to transitional work with restrictions, follow the doctor's orders. Do not exceed the physical restrictions outlined by the treating physician.
- The Human Resources Office will complete Form TF-107 and submit the Form TF-107 to Tribal First Claims Administration claims adjuster. Human Resources will provide a copy of FORM 107 to the Payroll Office.
- The employee shall be responsible for completing the Employee's Claim for Worker's Injury Benefits TF-106 form. The employee shall be responsible for reporting the circumstances of the injury to the School and to Tribal First Administration claims adjuster.
- During the first seven (7) days of absence due to a job-related injury/accident, the employee shall be placed on work injury leave, and no sick leave will be expended. According to Worker's compensation, the first seven days is considered no lost time and wages.
- If a job-related injury/accident results in more than seven (7) days' absence, the insurance carrier shall be responsible for handling the claim for lost pay. Tribal First will pay 66 2/3% of the employee's salary. If the employee has accrued sick leave, they can apply the 1/3 of sick leave to compensate for the full salary. During such period the employee may be directed to:
 - Endorse over to the School the payments received from the Tribal First claims adjuster, continue to receive a regular salary, and be charged sick leave. When the amount of the insurance payment is determined and received by the School, the employee's sick leave record shall be adjusted for that fraction of the time paid by the Tribal First claims adjuster (e.g., the insurance carrier pays two thirds (2/3) of the normal salary of the employee, the sick leave shall be adjusted on a pro rata basis); or
 - Draw compensation from the Tribal First claims adjuster, provide the School with a record of such payment, and receive payment for sick leave pay for the uncompensated portion of missed time, up to the limit of accumulated sick leave.
- If the employee is absent for 14 days or more, this is the original day for 66 2/3% full payment to commence and is made retroactive back to the first day of the injury. SPS Payroll office will immediately cease payroll compensation. Otherwise, the employee will be receiving double payment from the Worker's compensation and from SPS. Any sick leave taken prior to 14 days will be reinstated to the employee. We also want to insure that the employee does not charge SPS Health

Insurance rather than Worker's compensation. If the Department Supervisor foresees that the injured employee will be out for an extensive period of time, it is the responsibility of the Department Supervisor to notify Human Resource Office. Then the employee may be eligible for Family Medical Leave Act.

- In no event shall an employee receive a combined salary and worker's compensation in excess of the employee's regular salary.
- An employee who has used all accumulated sick leave shall be removed from the payroll and shall receive only such amounts as are paid by the School's insurance carrier
- When injured employee is released to regular work, he/she will need to report to work on the next available shift.

RETURN TO WORK

One proven way to keep costs down is to help injured workers return to their jobs as soon as medically possible, or to encourage them to accept temporary modified work until they can return to their regular duty. This has become even more important as medical and health care costs continue to rise rapidly.

- SPS through a memo will notify how long the assignment will last.
- State that the transitional work assignment will last until the treating physician releases injured employee to a full work status and Human Resources will send a copy of a Notification of Transitional Work Assignment Letter (Certified) with return receipt to the Tribal First claims adjuster.
- Prior to notifying the employee of a transitional work assignment, discuss the claim with the Tribal First claims adjuster so he/she can coordinate the change in benefits, if any.
- Return the "Notification of Transitional Work Assignment" form to your claims adjuster if the injured worker has return to work, refused the assignment or did not respond.
- If employee refused to accept the offer for a transitional work assignment, Tribal First can make adjustment in compensation benefits based on what the injured employee would have earned during the period of the transitional work assignment or position. If employee outright refuses return to work offer, the employee forfeits the worker's compensation benefits. Tribal First must have a copy of the written notification of transitional work assignment in the file in order to process this adjustment.

Return-to-Work programs benefit the injured worker and the employer. The injured employee benefits because he/she continues to receive earnings from the employer on a regular basis and compensation at the end of the month from Tribal First for reduced earning. Income the employee is able to earn from his/her employer combined with workers' compensation benefits closer to the employee's average monthly wage that receiving only workers' compensation benefits. A position description and physician's note will be attached to the return to work letter. If employee is reimbursed from worker's compensation benefits retroactive to first day of injury, employee must reimburse the school.

B. Threats

Any employee who is threatened with harm by an individual or a group while carrying out assigned duties shall immediately notify the Superintendent. The Superintendent shall then take immediate steps in cooperation with the employee to provide every reasonable precaution for the employee's safety. Precautionary steps, including any advisable legal action, shall be reported to the Superintendent's office at the earliest possible time.

C. Personal Protective Equipment

Every student, teacher, and visitor in the School shall wear appropriate eye protective ware, to include but not limited to wear, hand (gloves), face (dust mask), feet (boots), head (hard hats) with a ventilation system, while participating in or when observing vocational, technical, industrial arts, art or laboratory science activities involving exposure to:

- Molten metals or other molten materials.
- Cutting, shaping, and grinding of materials.
- Heat treatment, tempering, or kiln firing of any metal or other materials.
- Welding fabrication processes.
- Explosive materials.
- Caustic solutions.
- Radiation materials.

The Board shall require the appropriate departments to equip the School's employees with eye protective ware, to include but not limited to wear, hand (gloves), face (dust mask), feet (boots), head (hard hats) and with a ventilation system.

The School may receive and expend Federal, State, and local monies to provide eye protective devices, to include but not limited wear, hand (gloves), face (dust mask), feet (boots), head (hard hats) and with a ventilation system.

For protective purposes use of all devices meeting the standards of the U.S.A. Standard Safety Code for head, eye, body and respiratory protection, and subsequent revisions thereof, approved by the United States of America Standards Institute, Inc.

D. Staff Health and Safety (Communicable Diseases)

It is the policy of the Board to take reasonable and lawful measures to protect students and staff members from the transmission of communicable diseases. The Superintendent is authorized to adopt such procedures as are necessary to implement this policy in a manner consistent with Tribal, Federal and applicable State laws.

Employees born after January 1, 1957, shall present proof of immunity to rubeola (measles) and Rubella (German measles) prior to start of work. Employees exempt from this requirement shall include those with medical contraindications for receiving vaccines and those who refuse for religious reasons. Non-immune employees, including those with an exemption, may be placed on leave in the event of an outbreak of either disease. An employee may use earned sick time for this time off; otherwise, the leave shall be unpaid.

Exclusion from School

A staff member who has a communicable disease shall be excluded from school only if

the staff member presents a direct threat to the health and safety of others in the School workplace. The outbreak control measures and other directives of the Department of Health Services (DHS) and local health agencies shall be acted upon as the best medical knowledge and judgments with regard to the exclusion of a staff member who has a communicable disease that is addressed by DHS regulations. The communicable diseases specifically addressed by DHS regulations are listed at A.A.C. R9-6-301.

An employee who displays symptoms of tuberculosis may be required to submit to such tests or examinations, as a licensed physician deems appropriate. Any employee who has had significant exposure to blood-borne pathogens (Hepatitis B/HIV) is required to report such incident, in writing, to the administrative offices, and is required to follow required post-exposure evaluation and follow-up activities. Failure to do so could result in loss of any claim to rights.

A staff member who has a chronic communicable disease, such as tuberculosis or HIV/AIDS, shall not be excluded unless a significant risk is presented to the health and safety of others, which cannot be eliminated by reasonable accommodation. The Superintendent shall consult with legal counsel and health professionals, as necessary, to ensure that exclusion of a staff member with a chronic communicable disease shall not violate the staff member's rights under the Americans with Disabilities Act or Section 504 of the Rehabilitation Act.

The Arizona Department of Health Services and the Navajo Nation Environmental Health Department require certain health control measures in regard to communicable diseases. Any employee absent from School, as a result of a communicable disease, must be reassessed by a physician prior to returning to School. Communicable diseases include, but are not limited to, Acquired Immune Deficiency Syndrome (AIDS), Chicken Pox, Diphtheria, Encephalitis, Hepatitis, Measles, and Mumps.

When, in the opinion of the supervisor or Superintendent, and/or if the employee's physical or emotional condition warrants, the employee may be required to undergo a physical examination by a licensed physician selected by the School.

Reporting and Notification

The School shall report to its local health agency each diagnosed and suspected case of a communicable disease that must be reported under state or local law. Disease outbreaks that the School must report by telephone within twenty-four (24) hours are:

- Foodborne/waterborne illness.
- Giardiasis.
- Haemophilus influenzae, Type B, invasive disease.
- Hepatitis A.
- Measles (rubeola).
- Meningococcal invasive disease.
- Mumps.
- Pertussis (whooping cough).
- Rubella (German measles).
- Scabies.
- Shigellosis.

Outbreaks of pediculosis (lice infestation) also must be reported.

If an outbreak of a communicable disease occurs in a school setting, the Superintendent or the School nurse shall promptly inform staff members who are known to have special vulnerability to infection. The School does not assume any duty to notify an employee of health risks caused by the presence of a communicable disease in the school setting unless the at-risk employee has notified the School of the conditions when notification is needed.

All requirements of the School set by the Arizona Department of Health Services and the Navajo Nation Environmental Health Department shall be followed.

Confidentiality

The School shall make reasonable efforts to maintain the confidentiality of staff members' medical conditions. All medical information relating to employees is confidential. The identity of a staff member who has a communicable disease and/or the nature of the communicable disease may be disclosed only to:

- Staff members who must have such information to carry out their duties under this policy;
Or
- Staff members or students (or their parents/guardians) who must have such information to protect themselves from direct threat to their health or safety.

Inquiries or concerns by staff members or others regarding communicable diseases or a staff member who is known or believed to have a communicable disease shall be directed to the Superintendent or the School nurse.

Universal Precautions

The School shall follow the "Universal Precautions Standard" to protect employees who are at risk of being exposed to blood and body fluids in the course of their work, as set forth below.

Handling Body Fluids in School

The following guidelines are meant to provide simple and effective precautions against transmission of disease for all people potentially exposed to the blood or body fluids of any person (student and/or school employee). No distinction is made between body fluids from persons with a known disease or those from persons without symptoms or with an undiagnosed disease.

The body fluids of all people should be considered to contain potentially infectious agents. The term *body fluids* includes blood, semen, drainage from scrapes and cuts, feces, urine, vomit, respiratory secretions (such as nasal discharge), and saliva.

- Whenever possible, avoid direct skin contact with body fluids. Disposable gloves are recommended when direct hand contact with body fluids is anticipated. If extensive contact is made with body fluids, hands must be washed afterwards. Gloves used for this purpose should be put in a plastic bag, secured, and disposed of daily.
- If direct skin contact does occur, hands and other affected skin areas of all exposed people shall be routinely washed with soap and water.

- Proper hand washing requires the use of soap and water and vigorous washing under a stream of running water for approximately ten (10) seconds.
- Clothing and other non-disposable items that are soaked through with body fluids should be rinsed and placed in plastic bags. If presoaking is required to remove stains, rinse or soak the item in cold water prior to bagging. Clothing should be sent home with the student for washing, with appropriate directions to parents and teachers (see laundry instructions below). Always wear gloves when handling items that have come in contact with body fluids.
- Contaminated disposable items shall be handled with disposable gloves, put in a plastic bag, secured, and disposed of daily.
- Body fluid spills on hard surfaces (i.e., floors, countertops, books, etc.) shall be disinfected with bleach (diluted to ten parts water and one part bleach). Gloves shall always be worn during cleanup.
- Cleaning equipment:
 - Non-disposable cleaning equipment (such as dust pans, brooms, and buckets) shall be disinfected by thoroughly rinsing in diluted bleach (ten parts water and one part bleach). Mops shall be soaked in the disinfectant after use and then rinsed with hot water. The disinfectant solution shall be promptly disposed of down a drainpipe.
 - Disposable cleaning equipment (such as paper towels, the vacuum bag, or sweepings) shall be placed in plastic bags, secured, and disposed of daily. No special handling is required for vacuuming equipment. Gloves shall always be used during cleanup.
- Laundry instructions:
 - Clothing soaked with body fluids shall be washed separately from other items.
 - Presoaking shall be required for heavily soiled clothing. Otherwise, wash and dry as usual. If the material can be bleached, add one-half cup of household bleach to the wash cycle. If the material is not colorfast, add one-half cup of all-fabric bleach to the wash cycle.

Food Service Workers and Other Food Handlers

The School shall follow the guidance of the U.S. Department of Health and Human Services concerning infectious and communicable diseases transmitted through the handling of food, and special precautions required for food service workers.

HIV/AIDS

Current medical information indicates that human immunodeficiency virus (HIV) can be transmitted by sexual intercourse with an infected partner, by injection of infected blood and blood products, and by transmission from an infected mother to her child *in utero* or during the birth process. None of the identified cases of HIV infection in the United States are known to have been transmitted in a school setting or through any other casual person-to-person contact. There is no evidence that HIV is spread by sneezing, coughing, shaking hands, hugging, or sharing toilets, food, water, or utensils. According to best medical knowledge and judgments, the use of the “universal precautions” and other procedures that implement this awareness statement are

sufficient to protect staff members and students from transmission of HIV at school.

1. All questions or concerns regarding a staff member with Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) infection shall be directed to the Superintendent, Principal or school nurse.
2. The School shall respect the staff members' rights to privacy to the extent that the safety of the employee with AIDS or HIV infection and that of co-workers and students is not compromised. The Superintendent, Principal and school nurse shall be informed of the employee's diagnosis.
3. Decisions regarding whether the staff member with AIDS or HIV infection may remain at work and, if so, the appropriate assignment shall be made on a case-by-case basis, based upon consultation with public health personnel, legal counsel, school officials (the Superintendent, Principal, and the school nurse), the employee's physician, and a physician selected by the School.
4. The case-by-case review shall apply to at least the following criteria:
 - a. Is the staff member well enough to work in the school without undue risk to the staff member's own health?
 - b. Does the staff member display symptoms of AIDS or other infection, such as uncoverable, draining lesions?
 - c. If it is determined in the case-by-case review that the staff member should not be allowed to continue working in the school setting, accrued sick leave and/or vacation time (if applicable) shall be available.
 - d. If an outbreak of any communicable disease (e.g., measles or chicken pox) occurs within the work setting, the staff member with AIDS or HIV infection shall be informed immediately by the Superintendent or school nurse.

E. Security

All employees shall become familiar with and adhere to security procedures. School equipment must be secured in a manner safe from theft or vandalism. Employees shall securely store their property and equipment. Employees with keys shall secure their areas. Employees are required to secure their areas of responsibility. Employees responsible for School vehicles are required to secure School vehicles in a manner where the vehicles are safe from theft or vandalism.

F. Inspection

If a situation warrants based upon probable cause, the School reserves the right to require that an employee on School premises, during work hours or involved in School business, submit immediately to an inspection of his or her work area, desk, computers, accessories, or any other item or area he or she uses or to which he or she has access. An employee's refusal to submit to the inspection may subject the employee to disciplinary action including termination.

A decision to conduct an inspection must be determined by the Superintendent.

G. Use of Vehicles and Equipment:

All travel authorizations form must be approved by the immediate supervisor prior to using

school vehicle. All school vehicles are for official school business only. When using equipment, employees are expected to exercise care, and follow all operating instructions, safety standards and guidelines.

Please notify the supervisor if any equipment, machines, tools or vehicles appear to be damaged, defective, or in need of repairs could prevent deterioration of equipment and possible injury to employees and others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, carelessness, negligent, destructive or unsafe use or operation of equipment or vehicles, as well as, excessive or avoidable traffic violations can result in disciplinary action, up to including termination of employment.

Vehicular Accidents

Staff who are involved in an accident of a district vehicle shall have the repair damages covered by district insurance, providing that the following holds true:

- The staff member was authorized to use the vehicle and was doing so while conducting district business.
- The staff member was not in violation of the law pertaining to driving under the influence of alcohol or being under the influence of narcotics.
- The accident involving a district vehicle was not directly attributed to the failure of the driver to adhere to motor vehicle laws pertaining to speeding, failure to comply with traffic regulations, failure to stop when the police authorities are in pursuit, or reckless driving.
- Staff members who are involved in motor vehicle accidents who do not comply with the aforementioned conditions shall be subject to an administrative hearing to consider possible disciplinary consequences.

H. Filling Vacancies

The prime responsibility for assessing personnel needs rests with the Board and Superintendent. The Superintendent shall determine whether or not a vacancy should be filled. No person shall be employed for any position by the Board without the recommendation of the Superintendent. An existing employee of the School may fill a job vacancy from within, after being interviewed and approved by the Board. Existing employees who fill a job vacancy may be required to complete a new application and may also be required to submit to a new background and fingerprint check.

Position descriptions listing the duties, summary of the position and responsibilities necessary for the position including, but not limited to, education, experience, physical requirements, and other requirements, shall be completed and approved by the Board before interviewing begins. See Position Descriptions policy.

I. Advertisement

If a job vacancy is not filled from within, the Personnel/Human Resources office shall be responsible for announcing and advertising unfilled job vacancies. Advertising of unfilled

vacancies shall take place for a reasonable period deemed necessary to attract qualified applicants, but for not less than five (5) working days. Job vacancies shall be deemed open until filled.

J. Job Vacancy Notice

All job vacancies shall be posted at the Personnel/Human Resources office and throughout the school. Job vacancy announcements shall be disseminated as widely as reasonably possible in order to attract qualified applicants, including but not limited to, Navajo/Indian applicants.

K. Applications

Employment applications shall provide important information to prepare for an interview, and shall authorize the School to check background and references.

Employment application forms shall be available at the Personnel/Human Resources office to any interested individual. These forms may be requested and obtained by letter, by telephone or by appearing in person. The completed application form and placement credentials or other supporting material submitted by the candidates shall be evaluated by the Human Resources office in terms of quality and type of preparation, amount and type of previous experience, reactions from references listed by the applicant when appropriate, by recommendations included in the credentials, as well as additional information procured.

All applicants shall complete and sign the School's application form in its entirety before an interview will be held. Only the School application form shall be acceptable. An applicant shall not be interviewed without a completed application packet. An unsigned application or incomplete application packet shall not be given consideration for employment. A resume can be accepted initially and may accompany the application, but shall not be a substitute for the application.

Applications shall be kept active for one (1) year from date of submission, during which time they shall be considered for open positions for which they qualify. When open positions exist, qualified candidates shall be selected from the active file for interview with the interview committee.

Candidates shall comply with background and fingerprint check procedures.

School bus driver applicants shall be required have a current CDL Arizona driver's license and First Aid/CPR certifications.

L. Background and Fingerprint Check

Background and fingerprint checks shall be required for all employees. Fingerprint checks shall be required for all volunteers whose positions involve regular contact with and direct control over students. Each employee shall be charged for the cost of his or her fingerprint and the Navajo Nation background check.

The purpose of the fingerprint check is to ensure that none of the individuals who have regular contact or direct control over students have been found guilty of any crimes against children, or entered a plea of nolo contendere or guilty, to any offense under Federal, State, or Tribal law involving felony crimes, crimes of violence, sexual assault, molestation, exploitation, prostitution, and any alcohol or controlled substance offense under Federal,

State, or Tribal law.

The purpose of the background check is to verify the education, experience, earnings, references, and related information (motor vehicle checks) provided by applicants who are receiving serious consideration for employment. Reference checks shall be recorded on the appropriate forms.

Background and/or fingerprint checks shall be made on the selected candidate before a firm offer of employment is made. The Superintendent, or designee makes background and/or fingerprint checks.

Individuals selected for positions must complete and have notarized the following pre- employment forms and affidavits:

1. Applicant/Employee Release Authorization
2. Loyalty Oath of Office
3. Affidavit (Employee)
4. Staff Health and Safety

A fingerprint check shall be made through the Arizona Department of Public Safety for all wants and warrants and felonies within Arizona State and outside the state with the Federal Bureau of Investigations. The Personnel/Human Resources office shall fingerprint all candidates. All Certificated personnel shall file a copy of their valid fingerprint clearance card processed by the Department of Public Safety.

An applicant may only be a candidate until all background and/or fingerprint checks have been completed, has passed these investigations, and all relevant documents have been received by the School.

M. Fingerprint Clearance Card

All charter school persons who directly engage in instructional work as a classroom, laboratory or other teacher or indirectly as a supervisory teacher, speech therapist or principal are required to obtain a Fingerprint Clearance Card. It also requires charter school applicants that have direct contact with students to obtain the Fingerprint Clearance Card. Each person that is required to obtain the Fingerprint Clearance Card must submit an application to the Department of Public Safety seven (7) days following the hire date of the employee, if hired after October 1, 2002 and before May 1, 2003. After May 1, 2003, the school may not hire the person until a Fingerprint Clearance Card has been issued. All other charter school persons must be fingerprinted pursuant to the laws associated with fingerprinting of non-certificated personnel (A.R.S. 15-512).

N. Applicant and Employee Certification

All applicants for employment and employees shall certify whether or not they are awaiting trial or have been convicted of or admitted committing to or plea-bargained to any of the following criminal offenses in Arizona, Federal, Tribal, or other jurisdictions:

- Sexual abuse of a minor.
- Incest
- First or second degree murder.
- Kidnapping.
- Arson.

- Sexual assault.
- Sexual exploitation.
- Contributing to the delinquency of a minor.
- Commercial sexual exploitation of a minor.
- Felony or misdemeanor offenses involving the distribution of marijuana or dangerous or narcotic drugs.
- Burglary.
- Robbery.
- A dangerous crime against children.
- Child abuse.
- Sexual conduct of a minor.
- Molestation of a child.
- Voluntary manslaughter.
- Assault or aggregated assault.
- Exploitation of minors involving drug offenses.

O. Qualified Applicants

Prior to the selected interview date, screened job applications shall be sent to the department supervisor for review. The supervisor shall advise the Superintendent or the Superintendent's designee of qualified applicants.

P. Interviewing

As the final process the Board shall interview and select the Superintendent. Board members may be included on the interview committee for principals or any administrative position. Thereafter, the Superintendent or the Superintendent's designee shall conduct all other interviews. Interviews may be conducted by telephone. The Superintendent or Superintendent's designee shall conduct the interview. When conducting an interview, the interviewer shall learn as much about the applicant as possible. Interviewers shall only ask job-relevant questions. Interviewers shall not refer to age, sex, race, religion, color, national origin, handicap or disability, marital status, children or childcare, pregnancy, housing, health, veteran status, or citizenship status.

Q. New Hires

The Board shall authorize all new hires and terminations of employment, with the recommendation by the Superintendent or by the Superintendent's designee. Employment offers shall be made by the Superintendent or by the Superintendent's designee. Employment offers shall be rescinded if background and/or fingerprint checks indicate negative results. Upon reporting to work, all employees shall sign paperwork, be given a brief orientation about School, and receive an employee handbook.

1. Required Paperwork

At the time of hire, all new employees shall submit the following information and complete the following forms:

- Application for employment.
- Highly Qualified Teacher Application
- Reference letters and verification of previous employment, resume
- I-9 (U.S. Immigration & Naturalization Service)
- Direct Deposit (Optional)
- Employee Acknowledgement of Receipt of Personnel Section of Policy

Manual

- W-4 Federal Withholding
- Arizona State Withholding, if applicable
- Certificate of Indian Blood, if applicable
- Emergency Contact form
- Navajo Nation background check
- Fingerprint Card
- Required certificates and/or official transcripts
- Proof of clean driving record for three (3) years
- Complete Operator's Identification Card form and submit copy of driver's license to receive Operator's Identification card from Operations Department
- Successful completion of drug test screening and current physical (for transportation employees)

Employee's driving records shall be reviewed every three (3) years; fingerprint checks shall be completed every five (5) years. Each employee shall be charged for the cost of his or her fingerprint for Federal and State and the fee for the Navajo Nation background check. Administrative certification of investigation and adjudication procedures shall be used to certify that the minimum background investigative requirements have been completed as mandated by Bureau of Indian Education, OIEP Standard Operating Procedures, and Chapter 4.4.A, as amended.

Copies of the above forms shall be placed in the employee's personnel and adjudication file.

2. I-9 Forms

The U.S. Immigration & Naturalization Service (INS) I-9 is a required form seeking specific proof of eligibility to work in the U.S. The School shall not tell an employee what documentation to present, but shall let the employee read the information and make that determination. Failure to obtain properly completed forms shall result in assessment of fines by the INS to the School.

A properly completed I-9 is required within three (3) working days of hire. If an employee is unable to present the required documents within three (3) working days, a receipt for application of the document(s) must be presented within three (3) working days and the actual documents within ninety (90) calendar days. Failure to comply with this legal requirement may result in termination of employment.

SPS will provide Social Security Administration and if necessary the Department of Homeland Security with E-Verify information from each new employee's Form I-9 to confirm work authorization. Federal law requires all employers to verify the identity and employment eligibility of all persons hired to work in the United States.

3. Changes to Personnel Information

Employees shall promptly notify the Superintendent, or the Superintendent's designee, of any change in personnel information, such as name, marital status, dependents, address, telephone number, or the name of the person who shall be notified in the case of an emergency. This information shall be reported on a Personnel Action Request form. Beneficiary changes on life insurance and/or retirement should also be provided to the Superintendent, or the Superintendent's designee.

R. Term Employee

A term employee is an employee who is employed pursuant to an employment contract that specifies the duration and contract amount of the employment.

S. Probationary Employees

A newly hired or appointed employee shall be subject to an initial ninety (90) calendar day period of probation. The department supervisor will evaluate the employee's capabilities, work habits and overall performance to determine whether the employee is performing at satisfactory level.

An employee who is promoted or transferred within the same department shall not be subject to a new ninety (90) calendar day probationary period. An employee who is promoted, transferred, demoted or reassigned outside the department or between schools will serve a new ninety (90) calendar day probationary period. Notwithstanding the foregoing, the Superintendent may waive the requirement of a new probationary period in the event that: (1) the employee is promoted, transferred, demoted or reassigned to a position that is substantially similar to the position which the employee is vacating **and** the employee has had documented satisfactory performance in the position the employee is vacating, or (2) the employee has been employed by the school for five (5) or more years **and** the employee has had documented satisfactory performance in the position the employee is vacating. Any waiver of the probationary period by the Superintendent shall be in writing and included in the employee's personnel file.

Progress reports at thirty (30) day interval (30/60/90) shall be conducted by the immediate supervisor.

A probationary period may be extended for an additional thirty (30) day period when recommended by the supervisor.

Prior to the completion of the probationary period or any extension of the probationary period, the employee's supervisor shall conduct and complete an evaluation of the employee and provide it to the Superintendent and Director of Human Resources.

New employees are entitled to accrue sick, personal or vacation leave, but not eligible to use personal or vacation until the employee successfully completes a probationary period. Employees subject to a new probationary period due to promotion or transfer shall not be prohibited from using sick, personal or vacation leave during their probationary period.

In the case of compelling circumstances, exceptions may be made for probationary employees to use sick leave during their probationary status. If the employee does not successfully complete the probationary period, the employee shall not be paid for any accrued leave.

1. Non-Probationary Status

Upon successful completion of a probationary period, the employee shall be granted non- probationary regular status. An employee shall become a non-probationary regular status employee even if the employee's immediate supervisor or other School representative fails to perform, complete, or record an evaluation of

the employee during the probationary period.

2. Termination of Probationary Employees

At any time during the employee's probationary period, the employee may be terminated from his or her position with or without cause. The employee shall be provided with written notice of the reasons for termination as soon as practicable; however, an employee has no right to grieve or appeal a termination during the probationary period.

T. Short-Term/Temporary Employee Appointments

Short-term/temporary employee certifications shall occur only if the Superintendent makes the affirmative finding that failure to immediately fill a position: (1) poses a threat to the physical safety of personnel or property at the School, (2) would so impair the operation of the program as to jeopardize the integrity and successful completion of program objectives at the School, or (3) would result in the immediate loss or reduction of funds to the School. Short-term/temporary employee appointments shall only occur for established positions.

In the case of short-term/temporary employee hiring, all current applications for the vacated position and all other readily identifiable candidates, including present employees, shall be used as a hiring roster. Maximum feasible efforts shall be made to secure the widest circulation of the job announcement to the degree permitted by the emergency situation.

All short-term/temporary employee hiring shall be for a period not to exceed a cumulative total of one hundred twenty (120) workdays in duration. At the expiration of one hundred twenty (120) work days, the person hired under the short-term/temporary employee hiring procedure shall not continue in that position unless the person has been awarded the position by the School Board.

The short-term/temporary employee shall be hired on a per diem or time card basis and shall be compensated in accordance with the requirements and limitations of existing contracts that cover similar positions or employees.

The person hired under the short-term/temporary employee procedure shall be eligible and encouraged to make application for the position, but shall be given no preference on the basis of holding the emergency position. An employee hired under short-term/temporary employee provision and subsequently appointed under the standard process shall accrue benefits from the initial date of regular hire and shall be subject to the standard probationary period and accrual of leave time as a new employee effective as of the date of the non-probationary hire.

Where an existing employee receives a short-term/temporary employee appointment under this section, rather than a reassignment, the employee's new pay shall be adjusted to that of the new position. Short-term/temporary employee appointees shall not be eligible for holiday pay, sick leave, personal leave or health and life insurance. Short-term/temporary employee appointees shall only be entitled to workers' compensation and overtime.

U. On-call Employment

This section shall be used as an option to reduce excessive use of overtime, flextime and to help respond rapidly to unpredictable fluctuations in workloads. The on-call applicants

must be pre- approved and must be qualified for the particular area they wish to be considered and shall be subject to the Governing Board's Policies and Procedures Manual. Once approved, the on-call employees must be available on short notice. The on-call employees shall only be eligible for workers' compensation insurance.

Substitute Teachers are on-call employees who shall be available for contact as needed during the regular school year and are eligible for workers' compensation insurance.

On-call employees who work less than a full day shall be paid a pro-rated amount at the established daily rate.

V. Employment Status

The following are definitions of full-time and part-time employees of the School. Volunteers at the School are not considered to be employees, nor are independent contractors or others who may be associated with the School in the performance of certain projects.

1. Full-Time

Employees regularly scheduled to work forty (40) or more hours per week are considered full-time. Full-time employees are eligible for benefits that include health, vision, dental, Life insurance, and when employee participates, retirement benefits in 401(k), sick leave, vacation leave, and/or personal leave.

2. Part-Time

Those regularly scheduled to work more than twenty (20) hours per week but less than forty (40) are considered to be part-time employees and are eligible for benefits of sick leave, vacation leave, and/or personal leave. Those who work less than twenty (20) hours per week are not eligible for benefits.

3. Exempt Status

In accordance with the Fair Labor Standards Act (FLSA), employees shall be classified either as exempt or non-exempt. Exempt employees are those meeting certain FLSA criteria in job function and responsibility. Non-exempt employees shall be compensated as required by law for all overtime hours worked. The Superintendent, or designee, shall evaluate and determine the exempt or non-exempt status of positions.

4. Change in Status

An employee changing from part-time to full-time shall be eligible to receive benefits based on the required waiting periods. The hire date shall be the date from which insurance eligibility periods shall be determined.

An employee changing from full-time to part-time shall lose benefits at the end of the month of change. Personal Leave earned may be paid in accordance with the Personal Leave policy. Unused Sick Leave may be paid according to the Policy on Payment for Unused Sick Leave.

W. Position Descriptions

Each position shall have a written position description. Position descriptions shall include a summary of the job, and a listing of the position's duties and responsibilities. Position descriptions shall be used for incumbents' performance evaluation, for hiring, and as a part of the salary administration program.

X. Personnel Records

The following Personnel Records shall be kept in an employee's personnel file.

- Personnel action forms
- Copies of any employment correspondence, including notification of employment
- Current position description
- Records of training sessions attended
- Records of medical examination(s) and test results, if required for the position and/or by the regulatory agencies
- Records of changes in job, income, or grade
- Copies of evaluation reports
- Letters/certifications of appreciation, etc.
- Records of all informal disciplinary actions such as dismissals, reprimands, probationary suspension or other adverse personnel actions (NOTE: If a disciplinary action is reversed upon appeal, all evidence of the incident shall be deleted).
- Job related certifications, if applicable
- The employee's fingerprint record
- Signed Drug-Free Workplace Policy
- Signed acknowledgment regarding "Employee Conduct" will be signed on annual basis
- Asbestos notification
- Notification or court order regarding garnishment of wages

1. General Information

The Administration Office shall maintain other general personnel records and material as appropriate. Such material shall include class specifications, job announcements, evaluation procedures, and applicant job interest letters.

2. Program Departmental Personnel Records

Program departments may maintain a duplicate personnel file for each employee, which includes the following:

- Professional growth plan for regular employees;
- Position description;
- Time and attendance, leave and related records;
- Copies of performance evaluation reports and improvement plan, if required.

3. Personnel Records

All employee file(s) shall be kept in a safe and secure location by the Superintendent or the Superintendent's designee, and shall be considered confidential and shall be released only as set forth in these policies. Those other than the Superintendent or his/her designee shall only have access to employee files(s) on a need-to-know basis. An employee shall not take personnel files. Employees can review their personnel file at the Personnel/Human Resources office in the presence of the Superintendent or the Superintendent's designee.

Certain information contained in an employee's personnel file is not public information and therefore the information contained within the personnel file shall be treated as confidential until a determination is made as to what constitutes a public record. A copy of an employee's personnel file shall be made available to

the employee, his/her legal counsel, employee's department director, Board appointed investigator, investigators from law enforcement agencies, and shall be consistent with confidentiality laws. If a document is released to an outside agency, it shall be recorded.

The Superintendent or the Superintendent's designee shall approve access to a personnel file when a request for an employment recommendation is received regarding a former employee. The recommendation shall be general in nature and shall not cite specific information contained in the files.

The Superintendent or the Superintendent's designee shall approve copies of the employee file. Removal of a personnel file shall be grounds for disciplinary action, including, but not limited to termination or suspension.

Y. External Disclosure of Employee Information

All requests for information on current or former employees shall be referred to the Superintendent or the Superintendent's designee. Information given by phone shall be limited to verification of employment dates and position title.

Representatives of government or law enforcement agencies, in the course of their business, shall request in writing, access to file information. Copies of material from an employee's or former employee's file shall be provided only in response to a legal subpoena, by written permission of the employee, or to the Arizona Department of Education when required by law. Such cases shall be handled on a case-by-case basis.

SECTION III. PAY POLICIES

A. Compensation

The School shall use a salary administration program designed to classify and pay for positions in a consistent manner. This program includes, but is not limited to, the use of job descriptions, position grades, salary ranges, performance appraisals, and may include other components.

The compensation program shall be reviewed periodically. Changes may be made from time to time for reasons, which shall include market conditions, economic conditions, or other factors.

The School shall comply with the Fair Labor Standards Act and all other applicable Federal and State laws concerning pay. All pay is subject to withholdings required by Federal and State government and any applicable laws.

B. Time Records

Accurate time records are a requirement of Federal law for all employees. All employees shall be required to keep an accurate record of the number of hours worked.

C. Attendance

Regular attendance and punctuality are essential to the success of the School and of individual employees. Absences and tardiness disrupt work flow and service, and create a hardship on other employees. Employees are expected to conscientiously be at work as scheduled, and to report to work on time. Poor attendance may be reason for disciplinary action, up to and including termination of employment.

An employee is required to call the administrative offices of the School (1) one hour before the scheduled work starting time, when unable to report to work for any reason. If an absence will be for more than (1) one day, the employee may be required to call each day. A written physician's statement may be requested to confirm the reason for the absence. Even though a physician's statement may corroborate the reason for absence, it may not preclude appropriate disciplinary action for excessive absences.

Doctor or dental appointments should be scheduled outside working hours whenever possible. When this is not possible, an employee is expected to give the supervisor advance notice of time required for such appointments.

An absence where notification to the School administrative office has not been made, or approval has not been received, shall be considered an unauthorized leave and the employee shall not receive pay. Unauthorized absences may subject the employee to disciplinary action, up to and including termination of employment.

Excessive absences shall result in disciplinary action and may result in termination of employment. In considering excessive absenteeism, the number of days absent and/or the number of occurrences of absence may be considered, or any unusual observed pattern. For example, five (5) consecutive days absent due to one illness may not be

considered as serious as five (5) one (1) day absences in a period of five (5) weeks.

D. Overtime

Approved: January 3, 2012

1. Non-exempt employees may be required to work additional hours beyond their regularly scheduled shift.
2. In the event that a non-exempt employee works more than forty (40) hours in a single work week, the employee shall be paid overtime pay for each hour worked in excess of forty (40) hours at one and one-half (1.5) times the employee's regular hourly rate of pay. For payroll purposes, the workweek shall be Sunday through Saturday.
3. Non-exempt employees must have prior authorization from their supervisor and the Superintendent's approval before working overtime. If a non-exempt employee works overtime without prior authorization from their supervisor and/or the Superintendent's approval or the employee otherwise exceeds the approved amount of overtime hours, in the absence of compelling circumstances, the employee will be subject to disciplinary action. A first violation will result in a written warning; a second violation will result in a 3-day suspension without pay; a third violation will result in termination of employment.
4. Supervisors are expected to be judicious in their authorization for overtime. There must be a compelling reason to ask a person to work beyond the normal workweek. Except in unusual circumstances or for bus drivers, there should be no more than sixteen (16) hours of overtime per month unless there is a department emergency or if there is a shortage of other department personnel who can perform a similar task and this shortage is noted.
5. Employees who voluntarily participate in, extra-curricular activities, or other school activities which occur after regular working hours and are not similar to the employees' normal duties shall not be eligible for overtime for time spent participating in those voluntary activities.
6. An employee who would otherwise be working in excess of forty (40) hours in any work week may be relieved from further duty during that work week regardless of the employee's scheduled work hours. In addition, a supervisor may otherwise alter an employee's regular work schedule during a given work week so that an employee is not required to work hours in excess of forty (40) during that work week. If an employee does not work in excess of forty (40) hours in any work week, the employee is not eligible for overtime under the policy for any hours worked during that work week. An employee is not eligible for overtime for hours worked on Saturday, Sunday or holidays unless the employee has actually worked in excess of forty (40) hours in that work week. Vacation leave, sick leave, paid holidays and other absences (paid or otherwise) do not count toward the 40-hour work week for determining eligibility for or the number of overtime hours.
7. Exempt employees whose approved business leave involves Saturday or Sunday conference, meetings, trainings or travel to and from such sessions may request to have their work schedule adjusted by the time spent on approved business leave if three (3) weekend days (Saturday and/or Sunday) are affected in any given month. The

resulting three (3) days off must be taken within thirty (30) days of the last day affected by the approved business leave.

8. Each employee's position description shall state whether the employee's position is exempt or non-exempt under the Fair Labor Standards Act.
9. Corrections to employee time sheets involving, vacation leave, sick leave, personal leave, holiday pay, or overtime must be filed within two (2) weeks of the action that would bring cause to correct a time sheet.

E. Holiday Pay

1. If an eligible non-exempt employee is required to work on a recognized holiday, he or she will receive holiday pay at two times his or her regular hourly rate for the hours worked on the holiday. Employees first must be asked by the Supervisor to work on a holiday to be eligible for holiday pay compensation of two times the employee's hourly rate for each hour worked beyond forty (40) hours in any one (1) workweek. Exempt employees are not eligible for this holiday pay.
2. Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.
3. If a recognized holiday falls during an eligible employee's paid absence (e.g. vacation, sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

F. Credit for Years of Service

In determining an employee's initial salary level, new employees who were not employed at the School on July 1, 1996 shall receive credit for years of service as follows: one (1) year for each of the first five (5) years. All employees who were employed at the School on or before July 1, 1996 shall receive credit for years of service as follows: one (1) year for each of the first five (5) years. The Superintendent shall determine the placement level on the salary schedule for certified staff. The Director of Personnel/Human Resources will determine the placement level on the salary schedule for classified staff.

G. Pay Days

Pay periods for employees are biweekly. Paychecks are issued on the Wednesday following the close of the pay period. Adjustments for overtime, time off without pay, compensation for time not worked, additional or fewer hours, and other reasons, may be made on the following pay period.

Should an employee receive compensation for time not worked or otherwise receive compensation for which he or she did not qualify, such overpayment shall be deducted from his or her check on the following pay period.

H. Payroll Deductions

The following deductions are authorized to be made from payroll checks of School employees:

- Federal Income (withholding) tax;

- Federal Social Security (FICA) taxes;
- Federal Medicare Deductions (FICA);
- State Income (withholding) tax, if applicable;
- Insurance coverage for employee and dependent(s); and
- Other deductions specifically approved in writing by the Board President or his/her designated representative.

I. Final Paychecks

1. When an employee is dismissed from employment, the employee shall be paid wages due within three working days or the end of the next regular pay period, whichever is sooner.
2. When an employee quits or resigns from employment, the employee shall be paid in the usual manner all wages due, but no later than the regular payday for the pay period during which the employee quit or resigned. If requested by the employee, such wages shall be delivered to the employee by registered mail, return receipt requested, at the employee's sole risk.
3. When an employee's term of employment ends, the employee's final paycheck shall be issued in the usual manner, but no later than the regular payday for the pay period during which the term of employment ended. If requested by the employee, such wages shall be delivered to the employee by registered mail, return receipt requested, at the employee's sole risk.
4. In all cases, but within the timeframes in subsections 1, 2, and 3, an employee's final paycheck shall not be issued to the employee until the Superintendent has issued a written release indicating (1) all School property in possession of the employee has been returned to the School, and (2) all sums due and owing to the School by the employee have been paid, and if unpaid, the sums have been deducted from the employee's final paycheck.
 - a. In no case shall the deduction described in subsection 4. Result in the employee receiving an amount less than the legal minimum wage.
 - b. The deductions described in subsection 4. shall only be for those counterclaims, claims of debt, reimbursements, recoupments or set-offs that are related to the employee's employment with the School and for which there is a reasonable good faith dispute as to the amounts owed.
 - c. If the employee disputes any deductions that were made, the employee shall submit a written statement, within ten (10) calendar days of the date of issuance of the paycheck, indicating the exact grounds for any such dispute. The Superintendent, or the Superintendent's designee, shall review the employee's statement and issue a final, non-appealable decision within ten (10) calendar days.

J. Final Paychecks/Final Pay Acknowledgement

The following Final Pay acknowledgement and handout shall be distributed to all employees.

SHONTO PREPARATORY SCHOOL

Final Paychecks/Final Pay

This is to acknowledge receipt of the Shonto Preparatory School's Policy concerning Final Paychecks and Final Pay. I have carefully read and understand the policy and procedure, contained in the policy concerning Final Paychecks and Final Pay and acknowledge that it applies to me both in my present capacity and in any future position I may hold with the School. I will comply with all said policies and procedures set forth in the policy concerning Final Paychecks and Final Pay.

I understand this will be filed in my official Personnel Folder.

Employee Signature

Date

K. Breaks

Approved: January 3, 2012

All full-time non-exempt employees shall be permitted to take one paid fifteen-minute break for each four-hour work period. Non-exempt employees who work a shift of eight hours shall be permitted to take two paid fifteen-minute breaks.

Break times will be designated by the supervisor as the daily schedule and situations allow. Breaks should not be permitted at either the beginning or end of the work day to offset arrival and departure times. Also, breaks should not be combined with the lunch period. To the extent possible, the supervisor should allow employees to take one fifteen-minute break during the first half of the shift and the other fifteen-minute break during the second half of the shift. However, the supervisor may allow employees to take one paid thirty-minute break instead of two paid fifteen-minute breaks in the event that urgent business needs render allowing two separate breaks inconvenient. Furthermore, in the event that urgent business needs render allowing any paid break inconvenient, the supervisor has the discretion to not allow any breaks during the shift. Under such circumstances, employees shall not be entitled to any additional compensation for the missed breaks.

Because rest breaks are paid time, an employee may be called off a break to return to work if business needs dictate. In the event that an employee is called off break, the supervisor has discretion as to whether or not to allow the employee to return to his or her break and/or whether or not to extend the time of the second paid break of the shift. In the event that the employee is not permitted to return to his/her break and/or his/her second break is not extended by the amount of time that the first break is cut short, the employee shall not be entitled to any additional compensation for the missed break time.

Non-exempt employees must clock in and out for each and every break. Failure of non-exempt employees to return on time from breaks will result in disciplinary action and docking of pay for time missed.

This policy does not apply to unpaid meal periods.

SECTION IV. PERFORMANCE EVALUATION

A. Policy

Performance evaluation is the continuing process of measuring an employee's contribution to Shonto Preparatory School.

B. The Performance Evaluation Process:

1. Provides the employee with the supervisor's assessment in areas of strengths and weaknesses in the performance of assigned duties;
2. Allows the employee and supervisor to plan development activities which shall bring performance up to the standards set by the supervisor; and
3. Provides the supervisor with a formal process for feedback to employees. Performance evaluation also provides the administration with data upon which to base individual personnel decisions such as promotions, demotions, bonuses, and other recognition, and it provides information to plan group training needs, organization restructuring and work force expansion.

C. Evaluation Schedule

All evaluations shall remain confidential as is provided in A.R.S. 15-537. The Superintendent, Principal and Director of Personnel and Governing Board reserve the right to review all evaluations of all staff.

Summative Performance evaluations should be conducted annually between February 1 and April 15 for all exempt and non-exempt employees with less than one year of service including those employees that are serving their Probationary Period. A performance evaluation should be performed ten (10) working days prior to the conclusion of the probationary period of a new employee. The 90 day probationary Period performance evaluation is divided into three sections of 30 days each (30/60/90) and department supervisors will complete the 30 day evaluations for the new employees and submit to Human Resources upon completion.

Performance evaluations should be conducted on an annual basis for all exempt and non-exempt employees with more than one year of service, unless the Superintendent determines that additional evaluations are needed. Performance evaluations should be conducted between February 1 and April 15.

In addition, a performance evaluation may be conducted at any time determined advisable by the administration. Nothing herein shall create any employment right. A supervisor's failure to perform evaluations pursuant to this Policy shall not limit the School's ability to discipline the affected employee.

The evaluation shall not be conducted within two instructional days of any school break of one week or more.

D. Performance Evaluations: General Policy

1. Insofar as possible, performance evaluations shall be based upon objective, measurable criteria as set forth in the written position description. Each supervisor shall meet with individual staff members in their department within the first thirty (30) days of employment to review the position description and performance standards.

2. Performance evaluations shall be performed by each employee's supervisor or department head.
3. Performance evaluations shall be in writing and shall be signed by the evaluator and the employee. The employee's signature does not mean that the employee concurs with the evaluation.
4. Copies of the evaluation shall be filed in the employee's official personnel file and given to the employee within ten (10) days after completion of the evaluation.
5. Each performance evaluation shall include space for comment by the employee. If the employee does not agree with the evaluation, he or she shall be permitted to include a statement. The employee may submit additional comments regarding the evaluation within two (2) working days after receiving their copy of their evaluation.
6. Performance evaluations may be based on a number of considerations and factors, including but not limited to direct observation, including classroom observation of instructional staff. Such observations may be made at the discretion of the evaluator. The evaluations are based upon performance over a period of time and are not limited to any one or two personal observations by the Supervisor. The Supervisor may use informal instruments to report observations of the classroom. The District has the right to use unannounced and announced observations as means of reporting prior to giving that person the formal evaluation at certain dates.
7. The Superintendent of the School shall be responsible for implementing additional procedures, if any, for evaluation of employees.

E. Inadequate Work Performance

Where a performance evaluation reveals unsatisfactory work performance, an evaluation may include follow-up plans to improve performance will include specific actions to be performed by the employee, along with a timeline within which improvement should be noted.

Performance evaluations are intended to help employees improve their work performance and enhance the working relationship. Any inadequate work performance may warrant the initiation of an improvement plan for the employee.

F. Superintendent Evaluation

The Governing Board shall conduct a minimum of one evaluation per year of the Superintendent prior to March 1st. The Superintendent evaluation shall be based upon objective, measurable criteria as set out in the Superintendent's Position Description. Such evaluation shall be reviewed with the Superintendent in executive session. A copy of the evaluation shall be filed in the Superintendent's official personnel file and a copy of the evaluation shall be given to the Superintendent.

G. Contract Renewal/Non-Renewal

No later than April 1 of each year the Superintendent, Principal(s), department supervisors shall submit his/her recommendations to the Governing Board with regard to whether certified and classified employees should or should not be offered new contracts for the following school year. The Governing Board shall make decisions reading these recommendations on or before April

15. If the Board is unable to do so on or before April 15, the Board as its sole discretion, may continue their decision to a later date. However, it is the intent of the Board that unless a usual circumstance arises, they will make their decision on their recommendation on or

before April 15.

A non-renewal is not considered adverse action and is not subject to an appeal.

If the Governing Board elects to offer the certified and classified employees the contract, the written contract shall be offered soon after the Board meeting. The employee shall accept or decline the contract in writing no later than five (5) calendar days after written notice of offer. If the contract is not accepted within five (5) calendar days, the offer shall be deemed to have been declined by the employee and shall be void thereafter; and will be just cause for the non-renewal.

SECTION V. TERMINATION

A. Resignation (Voluntary Termination)

Employees who resign prior to the conclusion of their contract year and who have exhausted their personal leave, vacation leave, and sick leave allocation shall have the pro-rated amount deducted from their final salary.

Resignation from employment with the School should be made in the form of a letter, submitted to the Superintendent, preferably giving the School two (2) weeks of notice so the School can seek a replacement without interrupting School operations. The Superintendent may accept the resignation and may permit the employee to leave employment prior to the effective date of the resignation. Any employee who has submitted a resignation letter shall be required to perform duties until the resignation becomes effective. The resignation shall be presented to the Governing Board at the next scheduled meeting.

An absence from the School in excess of three (3) working days without contact with the School may be considered a voluntary resignation (no call/no show).

It is strongly recommended that the employee advise his/her immediate supervisor of his/her intent to resign.

B. Exit Procedure

Upon voluntary or involuntary termination of employment, the employee shall meet with the Superintendent or Superintendent's designee for an exit interview. During the final exit interview, the employee shall be informed of his or her rights regarding insurance plans and other benefits, if any.

C. Return of Property

At the time of voluntary or involuntary termination of employment, the employee shall return all keys, School equipment and any other School property before receiving a final paycheck.

D. Final Pay

1. When an employee is dismissed from employment, the employee shall be paid wages due within three working days or the end of the next regular pay period whichever is sooner.
2. When an employee quits or resigns from employment, the employee shall be paid in the usual manner all wages due, but no later than the regular payday for the pay period during which the employee quit or resigned. If requested by the employee, such wages shall be delivered to the employee by registered mail, return receipt requested, at the employee's sole risk.
3. When an employee's term of employment ends, the employee's final paycheck shall be issued in the usual manner, but no later than the regular payday for the pay period during which the term of employment ended. If requested by the employee, such wages shall be delivered to the employee by registered mail, return receipt requested, at the employee's sole risk.
4. In all cases, but within the timeframes described in subsections 1, 2, and 3, an employee's final paycheck shall not be issued to the employee until the

Superintendent has issued a written release including (1) all School property in possession of the employee has been returned to the School, and (2) all sums due and owing to the School by the employee have been paid, and if unpaid, the sums have been deducted from the employee's final paycheck.

- a. In no case shall the deduction described in subsection 4. Result in the employee receiving an amount less than the legal minimum wage.
- b. The deductions described in subsection 4. shall only be for those counterclaims, claims of debt, reimbursements, recoupments or set-offs that are related to the employee's employment with the School and for which there is a reasonable good faith dispute as to the amounts owed.
- c. If the employee disputes any deductions that were made, the employee shall submit a written statement, within ten (10) calendar days of the date of issuance of the paycheck, indicating the exact grounds for any such dispute. The Superintendent, or the Superintendent's designee, shall review the employee's statement and issue a final, non-appealable decision within ten (10) calendar days.

E. Final Paychecks/Final Pay Acknowledgement

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I understand this will be filed in my official Personnel Folder.

Employee Signature

Date

F. Reductions in Force

Adopted:

Revised: April 7, 2017

Reference: Shonto Governing Board of Education, Inc. Policy GCQAA, approved April 7, 2017

1. Policy

Reduction in force (RIF) occurs whenever situations arise which call for a reduction in force that our focus will be on 'positions' as opposed to the individuals within those positions.

2. Definition

Employee – both non-probationary and probationary employees.

Non-Probationary Employee – employee who has completed the probationary period

Probationary Employee – newly appointed employee or an employee who is promoted into a new position with an increase in pay and who is subject to an initial ninety (90) calendar day period of probation.

Temporary Employee – employee who is hired on an immediate need basis.

3. Involuntary Dismissal through Reduction in Force

An involuntary dismissal through a reduction in force may occur on account of the abolishment of a position due to lack of funds, change in duties, reorganization or lack of work. All terminations pursuant to this section must be authorized by the Governing Board at a duly called public meeting.

4. Procedures for Reductions in Force when more than One Employee is Affected

A. The Governing Board will create a revised organizational chart for the School which reflects the positions that will exist after the reduction in force, including the number of positions that will be retained. If the Governing Board decides to reorganize and revise the School's organizational chart so that new or consolidated positions are created with skills requirements that are different from the School's existing positions, position descriptions and qualifications for each of these new or consolidated positions will be established.

- i. The Superintendent will establish lists grouping the positions that are going to be retained by each job class.
 - a. Each job class will be made up of those positions with the same required qualifications.
 - b. The school does not recognize and/or revise its organizational chart, the job classes will be identified from the existing organizational chart and position descriptions
 - c. If there is only one position in the School that has certain required qualifications, that one position will be its own job class.
 - d. Within each job class, the Superintendent will establish lists of current employees. The lists shall rank employees in the order by which employees will be laid off (the employees highest on the lists are to be laid off first).
 - e. The lists to be established are as follows:

- 1) Prior to any list the Director of Human Resources and Superintendent will ask for voluntary resignation from the department and job class of the RIF. An incentive of \$5,000 for voluntary separation will be offered to the volunteer. The request will be put in writing and submitted to the Director of Human Resources.
 - 2) The first list will include current employees in the job class that are neither Navajos nor the spouses of Navajos.
 - 3) The second list will include current employees in that job class who are Navajos or who are the spouses of Navajos.
 - 4) Within each of the above lists, groups will be developed and the employees should be ranked with probationary and temporary employees grouped first and with permanent employees grouped last.
 - ii. Within each group, employees who are least effective, as reflected by their performance evaluations, are ranked first and employees who are most effective, as reflected by their performance evaluations, are ranked last.
 - iii. If a tie exists within a group as to an employee's effectiveness, the tied employees shall be ranked by seniority with the employee with the least amount of seniority ranked first and those with the highest seniority ranked last.
 - iv. If the RIF is based on revenue/budget concerns those "eligible for retirement" will be considered in the list.
- B. For each job class, the Superintendent will determine how many positions in that job class are going to be eliminated based upon a comparison of the existing organizational chart and the revised organizational chart for the next year.
- i. Once the number of employees to be laid-off in each job class is determined, individual employees to be laid-off are identified as follows:
 - a. by going to the first list for that job class and beginning from the top and going down to the bottom; and
 - b. then going to the second list beginning from the top and going down to the bottom until the requisite number of employees to be laid-off have been identified.
- C. If new or consolidated positions have been created through the above process, those new or consolidated positions shall be advertised. Current and qualified American Indian employees and spouses of American Indian employees would have first preference for those positions.
- D. Any American Indian who is laid-off through the above process has the right to displace a non-American Indian in any other position for which the American Indian demonstrates the necessary qualifications.
- E. Nothing in this policy shall prevent the Governing Board from exercising its right to implement a waiver of the Navajo Preference in Employment Act, in accordance with 10 NNC§124(c), in determining which employment should be retained in any individual employment position.
5. Special Provisions for Teachers and Paraprofessionals
- i. Teaching positions should be separated by the required certifications in appropriate grade level groupings.

- ii. Teachers who do meet the Highly Qualified standards shall not be laid off before teachers who do not meet Highly Qualified standards. Specifically, if a Navajo who is not Highly Qualified would otherwise be retained, in lieu of the non-Navajo who is Highly Qualified, the Board shall exercise the waiver provision of 10 NNC§124(c), to retain the Highly Qualified individual.

6. Rights of Individuals who are Laid Off

- i. Individual employees who are laid off through the above process shall be given.
 - a. Thirty (30) days written notice that their contracts will be terminated because of a reduction in force due to lack of funds, change in duties, reorganization, or lack of work. T
 - b. The written notice shall include copies of the latest lists which ranked the employee to be laid off.

7. Review Process

Actions regarding reduction-in-force are not subject to the grievance procedures. The review process for this section shall be as follows:

- i. Within five (5) working days after receiving the written notice that their contracts will be terminated because of a reduction in force, the employee may present to the Director of Human Resource a written request to review the reduction in force decision. The scope of the review shall be limited to determining if the Governing Board followed this policy in implementing the reduction in force. The employee and the Board shall be notified in writing of the Director of Human Resources' conclusions and the reasons therefore.
- ii. This section does not apply to the non-renewal of an employee's contract due to the lack of funds, change in duties, reorganization or lack of work.

SECTION VI. PROFESSIONAL CONDUCT

A. Employee Conduct

Prestige and reputation in the community is influenced by the employees who represent the School. Employees can be proud of the positions of trust that they hold. Shonto Preparatory School will be judged by the actions of its employees. Employees are expected to meet a high level of professional standards. Conduct must be consistent with an efficient and effective educational process.

B. Code of Ethics

The policy of the School is that all programs and departments require the services of employees who possess integrity, high ideals and human understanding. To maintain and promote these qualities, all employees shall maintain the highest degree of ethical standards, integrity, honesty and loyalty in their relationships with the Board, the School, colleagues, the community, and in the performance of their duties. These standards include, but are not limited to, the following:

- Employee shall maintain the highest degree of integrity, honesty and loyalty to the Board and the School.
- Employees shall respond and comply with the directions and instructions of his/her superiors and discharge their work assignments in the most effective manner.
- Employees shall treat students, parents, other employees, and those in the community with respect, tact and in a courteous, friendly and professional manner. Disrespectful or rude conduct shall not be tolerated and may constitute grounds for termination of employment.
- Employees shall maintain all their service dealings in a manner which is above reproach, free from any malicious gossip, indiscretions, gratuities or favors that would cast doubt or suspicion upon him/her and refrain from using his/her official position to advance personal interests.
- Employees shall obey all Tribal, Federal and State laws, comply with rules and regulations of the School, work in the best interest of students and of the School, and fulfill any contractual obligations to completion or release.

C. Prohibited Conduct

Any staff member may be subject to disciplinary action, including, but not limited to, termination of employment for infractions that include, but are not limited to, the following categories:

- Engaging in any conduct that may obstruct, disrupt, or interfere with teaching, research, service, administrative, or disciplinary functions for the School, or any other School process or activity, sponsored or approved by the Board, or which encourages others to do so.
- Failing to dress and maintain a general appearance, which reflects their position and which detracts from the educational program of the School.
- Carrying or possessing a weapon on School property or grounds without

authorization from the appropriate school administrator.

- Using, possessing, distributing, manufacturing, transferring, or selling drugs, alcohol, or other illegal substances on School premises or property, while on the job or arriving on the job under the influence of drugs, alcohol or other illegal substances.
- Possession or use of tobacco products in School buildings, parking lots, playing fields, buses, other School vehicles and in the presence of students at off-campus School sponsored events.
- Using physical or verbal abuse, or harming anyone on School property or premises, or engaging in unprofessional conduct. No employee shall engage in fighting on the job. This includes, but is not limited to, physically striking a student, co-employee or other person for any reason, except as permitted by law, while representing the School. Student discipline shall be carried out by means other than corporal punishment.
- Failing to comply with lawful direction of School officials, security officers, or any other law enforcement officer, or failing to identify oneself to School officials, security officers or law enforcement officials when requested to do so.
- Engaging in sexual or other improper relations, or sexually harassing any student. No employee shall allow a student to visit his or her residence unless the parent of the student has given written permission and a copy of the permission statement is on file with the Superintendent. Unless it is an emergency, or as otherwise authorized by the school district in advance, no employee shall transport students in personal vehicles. Whenever possible, a second adult should accompany a student when riding in a private vehicle with another adult.
- Engaging in discrimination and/or sexual harassment. (See Policy on Discrimination Harassment and Sexual Harassment.)
- Insubordination, or failing or refusal to comply with “normal” instructions or directives of direct supervisor or designee related to the employee’s position description.
- Failing or refusing to comply with instructions or directives of supervisory or administrative personnel, or failing to perform reasonable duties when assigned.
- Engaging in absenteeism and/or tardiness, abuse of Sick Leave and other leave time allowable to School employees.
- Falsifying school records, work records, personnel records, time sheets, reports, certifications or other School records.
- Making any false statement, certificate, mark, rating or report with regard to any test, certification or appointment.
- Obstructing any person in his/her right to examination, eligibility, certification or appointment under these policies, or furnish to any person any special or secret information for the purpose of affecting the rights or prospects of any persons with respect to employment at the School.
- Careless or negligent mishandling of monies, equipment, materials, supplies and/or

property of the School.

- Directly or indirectly giving, rendering, paying, offering, soliciting or accepting any money, service or other valuable consideration for or on account of any appointment, proposed appointment, promotion or proposed promotion to a position at the School.
- Causing damage, or threat of damage to School property.
- Engaging in force or unauthorized entry to School facilities, property or premises, including buildings and grounds.
- Using the School's property for personal use without permission, commit theft, remove or fail to return School property or commit the intentional destruction of property, and other crimes against the School, its employees, or students.
- Conducting personal business while on duty.
- Using profane or abusive languages, symbols, or conduct.
- Releasing or disclosing confidential records or information relating to the School, including, but not limited to, student, personnel or executive session records or information.
- Engaging in outside employment unless prior written approval is obtained by the Superintendent and the employee can show that the outside employment does not (a) detract from the employee's efficiency at the School, (b) conflict with the interests of the School, or (c) discredit the School.
- Vending, soliciting or collecting contributions on the School's time or premises without written authorization.
- Engaging in partisan politics during working hours.
- Soliciting and/or distributing literature without authority or permission.
- Engaging in unsatisfactory work performance.
- Engaging, inducing or attempting to induce any employee to commit an unlawful act or act in violation in these School Board policies, Federal laws, Tribal laws or regulations or other applicable laws.
- Violating the School's policies and regulations.
- Committing any other violation that brings discredit to the School.

D. Employee Conduct Form

The following Final Pay acknowledgement and handout shall be distributed to all employees.

SHONTO PREPARATORY SCHOOL

Employee Conduct

This is to acknowledge receipt of the Policies and Procedures Manual, concerning all of Section VI regarding Employee Conduct. I have read and understand the attached Personnel Policies and Procedures Manual concerning employee conduct and the attached Shonto Preparatory School, Employee Conduct Form. I agree to comply with all said policies and procedures as set forth in the section regarding Employee Conduct and the attached Shonto Preparatory School, Employee Conduct Form.

If I violate any of the policies and procedures regarding Employee Conduct, the Board, or the Shonto Preparatory School Superintendent, shall deal with my case and take appropriate personnel action. This may include termination of my current position.

I understand this shall be filed in my official personnel folder.

Employee Signature

Date

Printed Name

SHONTO PREPARATORY SCHOOL

Employee Conduct Form

- A. To insure familiarity with the conduct guidelines contained herein, each new employee is required to read this section and to sign a Permanent Records Statement that he/she has read and understands the Personnel sections found in the Policies and Procedures Manual.
- B. Prestige and reputation in the community is influenced by the employees who represent Shonto Preparatory School. Employees can be proud of the positions of trust that they hold. Shonto Preparatory School will be judged by the actions of its employees. Employees are expected to meet a high level of professional standards. Conduct must be consistent with an efficient and effective educational process. Each employee of Shonto Preparatory School shall, among other things, perform all duties assigned to him/her in a manner that shall:
 - 1. Maintain the highest degree of ethical standards, integrity, honesty and loyalty to the Board, Shonto Preparatory School, colleagues, the community, and in the performance of their duties.
 - 2. Respond and comply with the directions and instructions of his/her superiors and discharge their work assignments in the most effective manner.
 - 3. Treat students, parents, other employees, and those in the community, with respect, tact and in a courteous, friendly, and professional manner. Disrespectful or rude conduct shall not be tolerated and may constitute grounds for termination of employment.
 - 4. Maintain all employees' service dealings in a manner above reproach, free from any malicious gossip, indiscretions, gratuities or favors that would cast doubt or suspicion upon him/her and refrain from using his/her official position to advance personal interests.
 - 5. Obey all Tribal, Federal, State laws, comply with rules and regulations of the School, work in the best interest of students and of the School, and fulfill any contractual obligations to completion or release.
- C. Employees shall make themselves aware of the following rules which affect them:
 - 1. The Board is not responsible or accountable for loss or theft of personal property of employees on or off the premises of Shonto Preparatory School.
 - 2. Employees shall be held accountable for damage to or loss of School monies, equipment or property for which they are responsible where the loss is due to negligence or carelessness, and may be required to replace or pay for items lost or damaged.
 - 3. All official correspondence to the Board shall be received in the School office and not at the Board member's home address. Correspondences are the property of the Board and shall be handled as such.
 - 4. Employees shall not conduct personal business while on duty.

5. Employees of Shonto Preparatory School shall not engage in partisan politics during working hours, except that an employee of Shonto Preparatory School who desires to run for national, State, local, county or Tribal Office may be granted leave of absence from his/her position prior to the date of election for the purpose of making his/her campaign.
If approved, such leave of absence shall be charged first to Personal/Vacation Leave, then to leave without pay.
6. Employees shall not remove property or documents from the premises of Shonto Preparatory School without specific permission from the Superintendent. The premises of Shonto Preparatory School are considered to be any place regularly used for the official conduct of Shonto Preparatory School business.

D. Prohibited Conduct. The following conduct could result in disciplinary action including, but not limited to, termination of employment.

1. No employees of Shonto Preparatory School shall engage in any conduct that may obstruct, disrupt, or interfere with teaching, research, service, administrative, or disciplinary functions of the School, or any other School process or activity, sponsored or approved by the Board, or which encourages others to do so.
2. No employee of Shonto Preparatory School shall dress in a manner which detracts from the educational program of the School and which fails to reflect their position as a professional staff member of the School.
3. No employee of Shonto Preparatory School shall carry or possess a weapon on School property or grounds without authorization from the appropriate school administrator.
4. No employee of Shonto Preparatory School shall possess or use tobacco products in School buildings, parking lots, playing fields, buses, other School vehicles and/or in the presence of students at off-campus School sponsored events.
5. No employee of Shonto Preparatory School shall use, possess, distribute, manufacture, transfer, or sell drugs, alcohol, or other illegal substances on School premises or property, while on the job, or arriving on the job under the influence of drugs, alcohol or other illegal substances.
6. No employee of Shonto Preparatory School shall use physical or verbal abuse, or threat of harm, to anyone on School property or premises, or engage in unprofessional conduct. No employee shall engage in fighting on the job. This includes, but is not limited to, physically striking a student, co-employee or other person for any reason, except as permitted by law, while representing the School. Student discipline shall be carried out by means other than corporal punishment.
7. No employee of Shonto Preparatory School shall fail to comply with lawful direction of School officials, security officers, or any other law enforcement officer, or fail to identify oneself to School officials, security officers or law enforcement officials when requested to do so.

8. No employee of Shonto Preparatory School shall have sexual or other improper relations with or sexually harass any student. No employee shall allow a student to visit his or her residence unless the parent of the student has given written permission and a copy of the permission statement is on file with the Superintendent. Unless it is an emergency, or as otherwise authorized by the school district, no employee shall transport students in personal vehicles. Whenever possible, a second adult should accompany a student when riding in a private vehicle with another adult.
9. No employee of Shonto Preparatory School shall engage in discrimination and/or sexual harassment. (See Policy on Discrimination Harassment or Sexual Harassment.)
10. No employee of Shonto Preparatory School shall be insubordinate, or failing or refusing to comply with "normal" instructions or directives of direct supervisor or designee related to the employee's position description.
11. No employee of Shonto Preparatory School shall fail or refuse to comply with instructions or directives of supervisory or administrative personnel, or fail to perform reasonable duties when assigned.
12. No employee of Shonto Preparatory School shall engage in absenteeism and/or tardiness, abuse Sick Leave and other leave time allowable to School employees.
13. No employee of Shonto Preparatory School shall falsify school records, work records, personnel records, time sheets, reports, certifications or other School records.
14. No employee of Shonto Preparatory School shall make any false statement, certificate, mark, rating or report with regard to any test, certification or appointment.
15. No employee of Shonto Preparatory School shall obstruct any person in his/her right to examination, eligibility, certification or appointment under these policies, or furnish to any person any special or secret information for the purpose of affecting the rights or prospects of any persons with respect to employment at Shonto Preparatory School.
16. No employee of Shonto Preparatory School shall be careless or negligent with the handling of monies, equipment, materials, supplies and/or property of the School.
17. No employee of Shonto Preparatory School shall directly or indirectly, give, render, pay, offer, solicit or accept any money, service or other valuable consideration for or on account of any appointment, proposed appointment, promotion or proposed promotion to, a position at Shonto Preparatory School.
18. No employee of Shonto Preparatory School shall cause damage, or threat of damage to School property.
19. No employee of Shonto Preparatory School shall engage in force or unauthorized entry to School facilities, property or premises, including buildings and grounds.

20. No employee of Shonto Preparatory School shall use the School's property for personal use without permission, commit thievery, remove or fail to return School property or commit the intentional destruction of property, and other crimes against Shonto Preparatory School, its employees, or students.
21. No employee of Shonto Preparatory School shall conduct personal business while on duty.
22. No employee of Shonto Preparatory School shall use profane or abusive language, symbols, or conduct.
23. No employee of Shonto Preparatory School shall release or disclose confidential records or information relating to School, including, but not limited to, student, personnel or executive session records or information.
24. No employee of Shonto Preparatory School shall engage in outside employment unless prior written approval is obtained by the Superintendent and the employee can show that the outside employment does not (a) detract from the employee's efficiency at School, (b) conflict with the interests of the School, or (c) discredit Shonto Preparatory School.
25. No employee of Shonto Preparatory School shall vend, solicit or collect contributions on the School's time or premises without written authorization.
26. No employee of Shonto Preparatory School shall engage in partisan politics during working hours.
27. No employee of Shonto Preparatory School shall solicit and/or distribute literature without authority or permission.
28. No employee of Shonto Preparatory School shall engage in unsatisfactory work performance.
29. No employee of Shonto Preparatory School shall engage, induce or attempt to induce any employee to commit an unlawful act or act in violation in these School Board policies, Federal laws, Tribal laws or regulations or other applicable laws.
30. No employee of Shonto Preparatory School shall violate the School's policies and regulations.
31. No employee of Shonto Preparatory School shall commit any other violation, which discredits the School.

E. Shonto Preparatory School Employee Drug and Alcohol Free Workplace

No employee shall violate the law or School policy in the manufacture, distribution, dispensing, possession, or use, on or in the workplace, of alcohol or any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, 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 at 21 C.F.R. 1300.11 through 1300.15.

Workplace includes all educational and educational support facilities and any School-owned vehicle or any other School-approved vehicle used to transport staff members or students to and from School or School activities or on School business. Off School property, the workplace includes any School-sponsored or School-approved activity, event, or function where students or staff members are under the jurisdiction of the School. In addition, the workplace shall include all property owned, leased, or used by the School for any educational or School business purpose.

A signed Drug Free Campus policy statement shall be filed in the Personnel File for each employee.

Any employee who has been convicted under any criminal drug statute for a violation occurring in the workplace, as defined above, shall notify the supervisor within five (5) days thereof that such conviction has occurred.

As a condition of employment, each employee shall abide by the terms of the School policy respecting a drug-free workplace.

Any employee who violates this policy in any manner is subject to discipline, which may include required counseling, rehabilitation training, or dismissal.

1. Notice to Employees

DRUG AND ALCOHOL FREE WORKPLACE NOTICE TO EMPLOYEES

YOU ARE HEREBY NOTIFIED that it is a violation of the Drug and Alcohol Free Workplace for any employee to violate the law or School policy in the manufacture, distribution, dispensing, possession, or use, on or in the workplace, of alcohol or any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, 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 at 21 C.F.R. 1300.11 through 1300.15.

Workplace includes any place where work is performed, including all educational and educational support facilities; any School-owned vehicle or any other School-approved vehicle used to transport students to and from School or School activities; and off School property during any School-sponsored or School-approved activity, event, or function; such as field trip or athletic event, where students are under the jurisdiction of the School. In addition, the workplace shall include all property owned, leased, or used by the School. In addition, the workplace shall include all property owned, leased, or used by the School for any educational purpose.

YOU ARE FURTHER NOTIFIED that it is a condition of your employment that you shall comply with the Drug and Alcohol Free Workplace and shall notify your supervisor of any conviction under any criminal drug statute for a violation occurring in the workplace, not later than five (5) days after such conviction.

Any employee who violates the terms of the School's Drug and Alcohol Free Workplace policy in any manner is subject to discipline, which may include required counseling, rehabilitation training, or dismissal.

I have been provided two (2) copies of this Notice to Employees for my review and signature. I understand that a signed copy shall be placed in my official personnel file.

Signature

Date

Printed Name

2. Drug and Alcohol Free Workplace

In order to comply with Federal funding requirements, the School shall:

- Gather information relative to availability of local community drug and alcohol counseling, rehabilitation, and reentry programs that are available to employees and make such information available to employees.
- Provide each employee with a copy of standards of conduct and the statement of disciplinary sanctions that apply to alcohol and drug violations. Use the Drug and Alcohol Free Notice to Employees to notify employees that compliance with such standards is mandatory.

The School shall perform a bi-annual (twice-yearly) review of the programs to:

- Ensure that disciplinary sanctions for employees are consistently enforced.
- Determine program effectiveness and implement changes to the program if needed.

3. Non-Prescribed Use or Abuse of Drugs or Alcohol

The School's posture in dealing with employees who engage in the non-prescribed use of drugs and/or the abuse of alcohol is to be one of constructive confrontation in a supportive environment and supportive relationship. This approach is based on the following premises:

- Each employee is responsible for the employee's own actions.
- Each employee is role model for students.
- Each employee who seeks help is to be given the opportunity to do so in a supportive environment.
- The School shall not ignore employee problems.
- Constructive confrontation shall be utilized to make employees aware of opportunities and choices for help.
- Efforts to maintain confidentiality shall be made by the School.
- Outside referrals to non-school personnel shall be provided, at employee expense, to employees who indicate an interest.
- Employees shall be required to provide information on progress in dealing with problems.
- Supervisory staff members shall receive orientation on methods of constructive confrontation.
- Opportunities for self-referral shall be provided.
- As recommended by outside professional sources, the School shall consider support to an employee during reentry into the workplace.
- The School's right to intervene is based on (1) a basic concern for the health and

welfare of the persons whom it employs, and (2) the right to expect quality job performance.

- School employees are human and should not be considered any less vulnerable or immune to human stress than any other person.
- In spite of the above, School employees whose non-prescribed use of drugs or use of alcohol endangers the health and safety of students or other employees may of necessity be dealt with summarily.

Employee Drug Use or Abuse

The non-prescribed possession or use or abuse of drugs and/or use of alcohol is forbidden on School property or at School-sponsored activities away from School property. Employees determined to be in possession of, using, or abusing drugs or using alcohol shall be reported immediately to the Superintendent.

The Superintendent shall conduct an investigation in consultation with legal counsel as necessary. If the investigation shows sufficient evidence to suggest that the employee was involved with distribution or otherwise in violation of the law, law enforcement authorities shall be notified. If the results of the investigation show that the employee's actions endangered the health and/or safety of students or other employees, the Superintendent shall take disciplinary action or recommend disciplinary action to the Board in accordance with existing policies and statutes. If the results of the investigation suggest that the employee be provided options under the provisions of this Policy, the Superintendent shall so direct the immediate supervisor of the employee.

4. Alcohol or Illegal Drug Use by Staff Members

The use or possession of intoxicants or illegal drugs on School property, as defined in Section VI.E, or at School events is prohibited.

Any person in violation of the provisions of the above paragraph shall be subject to removal from School property and shall be subject to prosecution in accordance with the provisions of the law.

Staff members of the School who are in violation of the provisions of this Policy shall be subject to disciplinary action in accordance with the provisions of School regulations.

A staff member who apparently has consumed alcoholic beverages or illegal drugs on or off School property, as defined in Section VI.E, and/or before a School activity shall not be allowed to be on School property, as defined in Section VI.E, or to participate in School activities. Staff members who violate this Policy shall be subject to the same penalties as for possession and/or consumption on School property.

a. DRUG AND ALCOHOL TESTING OF EMPLOYEES (OTHER THAN TRANSPORTATION EMPLOYEES)

Under this policy, any employee of the School must submit to drug and alcohol testing if the employee's supervisor has reason to believe that the employee's job performance has been impaired by the use of alcohol or a drug.

Any employee who has reason to believe that the legal use of drugs, such as a prescribed medication, may pose a safety risk to any person or interfere with the

employee's performance of his or her job must report such legal drug use to his or her supervisor. The Shonto Preparatory School shall then determine whether any work restriction or limitation is indicated. Failure to report the legal use of a drug that may pose a safety risk could result in disciplinary action.

In addition to the above, an employee shall voluntarily submit to drug and alcohol testing:

- After being involved in an accident involving a school vehicle; or
- After an accident involving equipment used in the performance of the employee's duties; and

The Superintendent shall develop procedures for drug and alcohol testing of employees subject to the following:

- The School shall assume the costs of the drug and alcohol testing of employees.
- An employee who refuses to submit to drug and alcohol testing or whose test results are positive may be terminated from employment.
- An employee who is to be terminated as a result of test findings shall be granted an appeal, upon request pursuant to the policies on Dismissal, Demotion and Suspension without Pay.

Substance use that impairs the job performance of an employee shall be considered proper cause for a referral for rehabilitation treatment or disciplinary action up to and including termination, even for a first offense.

The following procedures shall be adhered to in enforcing the policy:

- Responsibility for enforcing these procedures shall be placed with, and shall be considered incumbent on, the Superintendent.
- Drug and alcohol testing shall be required as follows:
 - Testing shall be required whenever an individual charged with enforcing these procedures has reason to suspect that an employee's job performance has been impaired by the use of alcohol or a drug.
 - When possible, the reason(s) shall be documented by an affidavit signed by the person who observed the employee and the employee's supervisor.
 - Post-accident testing shall be required whenever the supervisor has reason, based on knowledge of the events and circumstances of the accident, to suspect that the employee's involvement in the accident was influenced by the use of alcohol or a drug.
 - When possible, reason(s) shall be documented by an affidavit signed by the employee's supervisor.
- Procedure for testing:
 - Facilities selected by the School shall provide the testing.
 - The School shall maintain a list of authorized facilities.
 - When reason exists to suspect that the use of alcohol or a drug contributed to or influenced either an employee's impaired job performance or an accident involving a school vehicle or equipment used by the employee in such job performance, the employee shall immediately be transported to an approved testing facility by a Supervisor, a member of the Security staff, or other

- responsible person as designated by the Superintendent.
 - Testing may include a preliminary examination by medical personnel. Tests that will detect the use of alcohol or a drug shall be administered. The tests that may be administered to detect alcohol or a drug are breath analysis, urinalysis, and blood analysis.
 - A positive test shall be reason to recommend termination.
 - Administrative leave is authorized until the test results are available. The School shall pay the employee for the test day and the time off while awaiting the results.
 - An employee who refuses to cooperate in such testing, or who tests positive, shall be directed to take alternate transportation home or to a destination where assistance is available. As a last resort, a transportation staff member may be directed to transport the individual to an appropriate destination using a School vehicle. If an employee insists on driving from the premises, local law enforcement authorities shall be notified.
- Appeal of test findings:
 - The School, in cooperation with the testing facility, shall develop a procedure for the employee to obtain a second laboratory opinion on the test findings.
 - The employee shall be notified of the procedure for obtaining a second laboratory opinion on the test findings.
- Penalties:
 - Refusal to immediately take a test, or failure to cooperate fully as requested during testing procedures, shall be considered an act of insubordination and is cause for termination.
 - A staff member with the responsibility of enforcing these procedures who has knowledge of a violation and does not act according to the School policy and procedures shall have violated School policy, and such violation is cause for termination.
 - An employee having a positive test indicating use of alcohol or a drug under the above-described circumstances shall be recommended for termination.

Nothing in this procedure shall in any way limit the authority of the School to utilize information other than drug and alcohol testing in the discipline and termination of employees for drug and alcohol use.

b. DRUG AND ALCOHOL TESTING OF TRANSPORTATION EMPLOYEES

Shonto Preparatory School ("School") is committed to the establishment of a drug and alcohol misuse prevention program that meets or exceeds all applicable requirements of the Omnibus Transportation Employee Testing Act of 1991 (Omnibus Act.). All statements in this document will be interpreted so as to conform to the Department of Transportation rules.

Each employee must notify the Superintendent of any arrest, criminal charge or conviction arising out of or involving a violation of the School's drug-free workplace policy no later than five (5) working days after the arrest, criminal charge or conviction. The Superintendent shall notify the Board at the next regularly scheduled board meeting after receiving notice from an employee or otherwise receiving actual notice of such an arrest, criminal charge or conviction.

Each employee of the School who is required to have a commercial driver's license (CDL) for performance of job functions shall be prohibited from:

- Reporting for duty or remaining on duty to perform safety-sensitive functions as defined in 49 CFR § 382.107 while having an alcohol concentration of 0.04 or greater. [49 CFR § 382.201]
- Being on duty or operating a commercial motor vehicle (such as a school bus) while the driver possesses alcohol, unless the alcohol is manifested and transported as part of a shipment. This included the possession of medicines containing alcohol (prescription or over-the-counter), unless the packaging seal is unbroken. [49 CFR § 382.204]
- Using alcohol while performing safety-sensitive functions. [49 CFR § 382.205]
- Performing safety-sensitive functions within four hours after using alcohol. [49 CFR § 382.207]
- Using alcohol within eight hours following an accident or prior to undergoing a post-accident alcohol test, whichever comes first. [49 CFR § 382.299]
- Refusing to submit to an alcohol or controlled substance test as required under post-accident, random, reasonable suspicion or follow-up testing requirements in DOT rules. [49 CFR § 382.211]
- 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. [49 CFR § 382.213]

A driver will inform the supervising administrator of any therapeutic drug use. [49 CFR §382.213]

Any employee who has reason to believe that the legal use of drugs, such as a prescribed medication, may pose a safety risk to any person or interfere with the employee's performance of his or her job must report such legal drug use to his or her supervisor. The School shall then determine whether any work restriction or limitation is indicated. Failure to report the legal use of a drug that may pose a safety risk could result in disciplinary action.

Drugs, as used in this policy, refer to controlled substances as covered by the Omnibus Act and to drugs circumscribed by Arizona Revised Statutes, Title 13, and Chapter 34.

All drivers shall be subject to pre-employment/ pre-duty drug and alcohol testing, including reasonable suspicion, random, and post-accident testing in accord with the regulations of the Omnibus Act. If applicable, return to duty and follow up testing shall be required in accord with regulations of the Omnibus Act. [49 CFR § 382.301 et. Seq.]

All offers of employment with the School for drivers will be made contingent upon pre-employment test results. An applicant testing positive for alcohol or controlled substances will not be employed. [49 CFR § 382.505]

A transportation employee who refuses to submit to drug and alcohol testing or whose test results are positive may be disciplined in accordance with the School Policy up to and including being terminated from employment.

Each driver who engages in the conduct prohibited herein shall:

- Be advised of resources available to the driver in evaluating and resolving problems associated with drug or alcohol use, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.
- Be evaluated by a substance abuse professional, who shall determine what assistance, if any, the employee needs to resolve drug or alcohol problems.
- Before return to duty in a safety-sensitive position, undergo a return-to-duty alcohol test with a result indicating less than 0.02 or a substance test with a verified negative result.
- If identified as needing assistance by a substance abuse professional, be evaluated by a substance abuse professional to determine if that driver has properly followed any rehabilitation program prescribed, and be subject to unannounced follow-up tests following return to duty in accord with Federal regulations. [49 CFR § 382.605]

The School shall assume the cost for the initial evaluation by a substance abuse professional to determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use. Evaluation and rehabilitation of the employee, if the employee is allowed to return to work in any position, shall be in accordance with 49 CFR § 382.605 and by a substance abuse professional paid by the employee.

The School shall assume the costs of the drug and alcohol testing of a transportation employee. If the results of the test are positive, the School may charge the costs of the test to the tested employee. The costs charged to the employee are limited to the actual costs incurred as a result of testing. If the results of a test are negative, the School shall not charge the costs of testing to the tested employee.

The Superintendent is responsible for supervision of the School drug and alcohol misuse prevention program. The Superintendent will develop procedures for the implementation of the program in compliance with the applicable provisions and regulations of the Omnibus Transportation Employee Testing Act of 1991 and Arizona Revised Statutes.

1. Circumstances under Which Tests for Drivers Are To Be Given

All information obtained in the course of testing of drivers shall be protected as confidential medical information. Except as required by law or expressly authorized or required in 49 CFR § 382.405, no information that is to be maintained pursuant to 49 CFR § 382.401 shall be released.

Random:

- A minimum of 50% of drivers shall be tested annually for drugs and 25% of drivers shall be tested annually for alcohol, subject to the Federal Highway Administration's administrator raising or lowering the annual percentage rate in accordance with regulations. [49 CFR § 382.305]
Random testing selection shall be as follows:
 - Employees are to be placed in and remain in a pool for random selection.
 - A valid random selection procedure will be used.
 - Tests will be given at least once each quarter.
 - Dates of testing will not be announced.
- Random drug and alcohol testing may be combined. For example, when testing at 50% drug random rate and 25% alcohol random rate, half of the randomly selected drivers chosen for testing could be tested for both drugs and alcohol, while the rest could be tested only for drugs.

Post-accident:

- Drivers are required to submit to drug and alcohol testing as soon as possible following a "Department of Transportation (DOT) accident" that involves the loss of human life or for which the driver receives a citation under State or local law for a moving traffic violation arising from the accident. [49 CFR § 382.303]
- A DOT accident is defined as an occurrence involving a commercial motor vehicle operating on a public road that results in:
 - A fatality; or
 - Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - One or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle. [49 CFR §390.5]
 - If a driver is seriously injured and cannot submit to testing at the time of the accident, the driver shall provide the necessary authorization for obtaining hospital reports and other documents that may indicate whether there were any drugs or alcohol used by the driver prior to the accident. [49 CFR § 382.303]
- A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the School to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical treatment or to prohibit the driver from leaving the scene of an accident for a period necessary to obtain assistance in responding to an accident, or to obtain necessary medical care. [49 CFR § 382.303].
- No driver required to take a post-accident alcohol test shall use

alcohol for eight hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first. [49 CFR § 382.303]

- The following actions are to be taken in a post-accident testing situation:
 - Treat injuries.
 - Work with law enforcement officials.
 - Explain the need for testing.
 - Obtain the driver's permission for testing, if possible.
 - Work with the medical facility to obtain the necessary documents and test information.
 - Collect specimens promptly.
 - Document events.

The results of a breath or blood test for the use of alcohol or a urine test for the use of drugs conducted by Federal, State, or local officials having independent authority for the test shall be considered to meet the requirements for post- accident testing if the results are obtained by the School. [49 CFR § 382.305]

Reasonable suspicion:

- Reasonable suspicion is defined to mean that the School believes the behavior, speech, body odor, or appearance of a driver while on duty are indicative of the use of alcohol and/or controlled substances. The conduct must be witnessed by a supervisor or School official trained in the detection of probable alcohol and drug use by observing indicators in a person's appearance, behavior, speech, and performance, in accordance with 49 CFR §382.603. If it is at all possible, the witness should not conduct the alcohol test, in order to prevent the introduction of bias to the testing procedure.
- Alcohol testing is authorized only if the observations are made during, just before performing, or just after performing a safety-sensitive function. A written record shall be made of the observations leading to an alcohol and/or controlled substance test. This record is to be signed by the supervisor who made the observations.
- If a reasonable suspicion alcohol test is not administered within two (2) hours following the observations, the witness shall prepare and maintain on file a record stating the reasons the alcohol test was not administered promptly. In addition, if not administered within eight (8) hours, all attempts to administer the test shall cease. A record shall be prepared and maintained stating why the alcohol test was not administered. [49CFR § 382.307]
- Reasonable suspicion testing should include the following considerations:
 - Focus on safety.

- Verify reasonable suspicion if possible.
- Observe the employee's appearance, behavior, speech, and performance.
- Inform the employee in private of any suspicion.
- Inquire in private about any observations or suspicions.
- Review the findings.
- Upon concluding that reasonable suspicion exists, transport the employee to a testing site.
- Document events.

Return-to-duty testing:

- A driver who has been prohibited from performing a safety-sensitive function after engaging in conduct regarding alcohol misuse or controlled substance use prohibited by U.S. Department of Transportation regulations, and before returning to duty, shall undergo a return-to-duty test, which must indicate a concentration of less than 0.02 for breath alcohol and/or a negative test result for controlled substances. [49 CFR §§ 382.309 and 382.605(C)]
- When a driver has been determined to be in need of assistance in resolving problems associated with alcohol misuse and/or controlled substance use, the driver will be subject to unannounced follow-up alcohol and/or controlled substance testing. The driver will be subject to a minimum of six (6) follow-up tests in the first 12 months. The follow-up testing period shall not exceed 60 months. Follow-up testing for alcohol shall be administered only when the driver is performing, just before performing, or just after performing a safety-sensitive function. [49 CFR §§ 382.311 and 382.605(C)]

Referral:

- Each driver who engages in conduct prohibited by 49 CFR § 382.201 et seq. shall be evaluated by a substance abuse professional, who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substance use. [49 CFR § 382.605]

Driver Training:

A copy of materials explaining the requirements of the Omnibus Act and the School's policies and procedures with respect to meeting such requirements will be distributed to each driver prior to the start of alcohol and controlled substance testing and to each driver hired or subsequently transferred into a driving position. The School shall provide written notice to representatives of employee organizations of the availability of this information. [49 CFR § 382.601]

These materials shall include detailed discussions of at least the following:

- The identity of the person designated to answer employee questions about the materials.
- The categories of employees subject to this part of the regulation.

- Sufficient information about safety-sensitive functions performed by such drivers to make clear what part of, the work day a driver must be in compliance with the rule.
- Specific information concerning driver conduct that is prohibited by the rule.
- The circumstances under which a driver will be tested for alcohol and/or controlled substances by rule.
- The procedures that will be used to test for the presence of alcohol and controlled substances, to protect the driver and the integrity of the testing processes, to safeguard the validity of the test results, and to ensure that the results are attributed to the correct driver.
- The requirement that the employee submit to alcohol and controlled substance tests administered in accord with Omnibus Act regulations.
- An explanation of what constitutes a refusal to submit to an alcohol or controlled substance test and the attendant consequences.
- The consequences for drivers found to have violated the rule, including requirements for removal from duty.
- Consequences for a driver having a concentration of 0.02 but less than 0.04 in a breath alcohol test.
- Information concerning the effects of alcohol and controlled substance use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver or a co-worker); and available methods of intervention, including confrontation and referral. [49 CFR § 382.601]

Policies, regulations, and consequences based on the School's independent authority outside of the Omnibus Act shall be presented and clearly and obviously described as being based on independent authority [49 CFR §382.601]. All such references shall be placed in bold within the document and shall contain applicable statutory citations.

Each driver must provide a signed receipt for the materials. [49 CFR §382.401(c) (5) (iii)]. Written notice of the availability of this information shall be provided to representatives of employee organizations. [49 CFR § 382.601(a) (2)]

Supervisor Training

Persons designated to determine whether reasonable suspicion exists to require a driver to undergo reasonable suspicion testing shall receive at least 60 minutes of training on alcohol misuse and at least an additional 60 minutes of training on controlled substance use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. [49 CFR § 382.603]

VI (E) (4b) (1) (a) Drug and Alcohol Testing of Transportation Employees

**Shonto Preparatory School Drug and Alcohol Testing Of
Transportation Employees
Employee/Prospective Employee Acknowledgement of Receipt and Understanding.**

The undersigned employee or prospective employee acknowledges that he or she (initial each section below):

- _____ (1) has received a copy of the Drug and Alcohol Testing of Transportation Employees policy;
- _____ (2) has read and is familiar with its contents;
- _____ (3) acknowledges that he or she may be subject to testing for drug use and alcohol impairment (if a prospective employee, for drug use only), which may include random drug testing;
- _____ (4) acknowledges that he or she is subject to refusal to hire if a prospective employee, and termination of employment if employed, for a positive drug or alcohol impairment test result or for refusal to provide a sample;
- _____ (5) agrees to be bound at all times while applying for employment and while employed by all of the Drug And Alcohol Testing Of Transportation Employees policy's terms and conditions.

Dated this _____ day of _____, 20 _____.

_____	_____
Witness Signature	Employee/Perspective Employee Signature
_____	_____
Printed Name	Printed Name

Please return this Employee/Prospective Employee Acknowledgement of Receipt and Understanding to Shonto Preparatory School and retain the Employee Drug and Alcohol Testing Program for your records.

F. Gifts to Employees and Governing Board

Employees and School Governing Board members shall not use their positions to receive any valuable things or benefits that would not ordinarily accrue to them in the performance of duties if the things or benefits are of such value or character as to manifest a substantial and improper influence upon the performance of their duties. The School's Governing Board members, employees and agents of the School shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements for their personal benefit, unless such benefit is the result of a drawing. Appropriate disciplinary actions shall be applied to any School Governing Board member or employee for violation of the standards of conduct. If the things or benefits are of such value or character as to manifest a substantial and improper influence upon the performance of their duties, then they must be refused.

This policy should not be construed to prohibit School Governing Board members and employees from accepting door prizes, gifts from vendors to all conference attendees, advertising items, holiday gifts, or occasional business meals.

Gifts to students are discouraged, except simple gifts to all students on special occasions.

G. Solicitations

Solicitations, and/or distribution of printed matter, for funds, products, services, membership, or for any other on School property is not permitted, except with approval by the Superintendent.

Solicitation of other employees and/or students for any charitable group or organization must have prior written approval from the Superintendent. School-sponsored programs are exempt from distribution and solicitation restrictions.

Employees are not to use their influence to encourage students or parents to purchase books or merchandise, except when approved in advance by the Superintendent for use in the classroom.

H. Employee Appearance and Work Area

Adopted:

Updated: January 3, 2012

Employees contribute to the feeling and reputation of the School in the way they present themselves. A favorable appearance is essential to a favorable impression. Good grooming and appropriate dress reflect employee pride and inspire community confidence.

Supervisors shall have the discretion to determine appropriateness in appearance and manner of dress based upon a reasonable person standard and subject to the limitations indicated in this policy.

Employees whose appearance or manner of dress is not appropriate will be sent home to change, and non-exempt employees shall not be paid for that time off. In addition, disciplinary action will be imposed, as follows: A first violation will result in a written warning; a second violation will result in a 3- day suspension without pay; a third violation will result

in termination of employment.

Professionalism in appearance extends also to the work area, which should be kept neat and free of unnecessary papers and clutter. Some personal items shall be permitted in the work area, such as family pictures, as long as they do not diminish the professionalism of the workplace.

1. General Appearance

Under no circumstances will an employee be allowed to work with visible passion marks (i.e. "hickeys") on his/her body.

Under no circumstances will an employee be allowed to work with a tongue or facial piercing.

Employees shall not be permitted to wear caps or headphones inside school buildings, unless said items are being worn for medical reasons.

Employees must also be neat and clean – not visibly dirty or smelling unclean.

Hair must be brushed and fingernails must be clean. Clothing must be clean and free of dirt, stains, wrinkles and tears.

2. Dress Code

It is the intent of Shonto Preparatory Schools that employees dress in a manner that is appropriate to the position held. Teachers, school support staff and administrative staff must wear "business casual attire" Monday through Thursday. Other district staff, including maintenance, IT, housekeeping and food service staff must wear uniforms or, if uniforms are not provided, other attire appropriate to the position held.

Appropriate casual business attire for employees including the following:

Men:

- Sport coats or blazers
- Slacks, Chinos or Dockers
- Polo shirts with collars
- Oxford button-down shirts
- Sweaters and cardigans
- Traditional Navajo Clothing
- Loafers
- Athletic shoes
- Moccasins

Women:

- Slacks
- Polo shirts
- Button-down shirts
- Blouses
- Sweaters
- Skirts (Fingertip length or longer only)
- Traditional Navajo Clothing
- Moccasins
- Loafers, sandals or athletic shoes

Unacceptable Attire for Men & Women:

- Plain or pocket T-shirts (except on Casual Fridays and/or Special Events)
- T-shirts with logos (except on Casual Fridays and/or Special Events and then logos must be workplace appropriate and not offensive in any way)
- Cutoff pants or cutoff jeans
- Athletic wear or workout clothes

- Blue denim jeans (except on Casual Fridays and/or Special Events)
- Spandex or Lycra such as biker shorts
- Tank tops, tube tops, halter tops with spaghetti straps
- Deck shoes or flip flops
- Underwear as outerwear
- Beach wear
- Midriff length tops
- Provocative attire
- Off-the-shoulder tops
- Evening wear
- Transparent clothing
- Sweatshirts

Special Events are occasions specifically designated by the Superintendent or Assistant Principal(s).

Exceptions to the foregoing may be made on cultural and/or religious bases or for other compelling reasons. Requests for exceptions must be made in writing to the Superintendent and approval/denial of such requests shall also be made in writing prior to any disciplinary action against an employee seeking the exception.

I. No Expectation of Privacy

Personal use of communication via e-mail, telephone, facsimile and other School owned communication systems shall not be private and employees should not consider them private. The School reserves the right to conduct monitoring, surveillance and/or searches of School property at any time, with or without notice. Searches shall include, but are not limited to, examining an employee's office, desk, files, computer, locker or other School owned property used by employees.

J. Personal Business during School Hours

Personal calls tie up business telephones, disrupt the employee's work and the work of other employees in the area. Calls received at the School should generally be business calls.

Personal long distance calls shall be charged to the employee's home telephone number or personal calling card.

Facsimile machines and postage meters are not to be used for personal business, except with supervisor approval. The employee shall pay the cost of a personal fax that would normally be charged by commercial entities.

K. Representing School

Employees are encouraged to be active in the community and in public service roles. However, the Governing Board accepts no responsibility for statements made on behalf of the District, which do not represent fact.

Correspondence written as part of the business of the School must be neatly, courteously and professionally written.

L. Outside Activities

The School encourages outside involvement in community, industry and charitable activities, including directorships in non-profit community organizations, as long as they do not cause conflicts of interest or create demands that interfere with the job.

M. Tutoring for Pay

Staff members shall not provide tutoring services for which the student pays a fee to any student who is registered at the School, nor should School premises be used for educational activities for which the student pays a fee to the instructor, except with prior written approval by the Board.

N. Political Activities

Employees shall not engage in political activities, including campaigning or election activities, on School premises or properties, unless specifically authorized by the Board. Political information, including circulars or posters, shall not be distributed or posted on School premises or properties. The use of students for political writing, or other activities is prohibited, as is the use of School equipment or material. Employees shall not use their influence or authority to influence students or parents in regard to political activities.

O. Fraternization

Adopted: 09/02/2008

Revised: 06/20/2017

Reference:

Shonto Governing Board of Education, Inc. Policy GBEBBA, approved June 20, 2017

1. Purpose

Shonto Preparatory School strives to provide a work environment that is mutual, respectful and productive. This policy establishes rules for the conduct of personal relationships between employees, including supervisory personnel, in an attempt to prevent conflicts and maintain a productive and friendly work environment.

2. Policy

The policy of Shonto Preparatory School that due to its vested interest in sustaining harmony among employees, in preserving its normal operational procedures from disruption, and in protecting the welfare of children under its supervision because of Public Law 101-630, 25 CFR 63, and Public Law 101-647, the rules of fraternization as contained in this policy shall be consistently and evenhandedly enforced.

3. Definition

Personal Relationship – relationship between individuals now have or have had a continuing relationship of a romantic or intimate nature.

4. Procedures

A. Staff-Student Relations (Fraternization)

- i. The Shonto Governing Board of Education, Inc. requires that all School employees maintain professional, ethical relationships with students that are

conductive to an effective, safe learning environment. Staff members are expected to act as role models for students at all times, whether on or off school property and both during and outside of school hours. Staff must establish appropriate personal boundaries with students and not engage in any behavior that could reasonably lead to even the appearance of impropriety.

- ii. Staff members are prohibited, under any circumstances, from dating or engaging in any improper fraternization or undue familiarity with students, regardless of the student's age and/or regardless of whether the student may have "consented" to such conduct. Further, employees shall not entertain students or socialize with students in such a manner as to create the perception that an amorous, sexual or other improper relationship exists. Similarly, any action or comment by a staff member which invites romantic or sexual involvement with a student is considered highly unethical, in violation of School policy, and shall result in the notification of law enforcement official, the State Education Department and/or Child Protective Services and the filing of criminal charges and/or disciplinary action by the School up to and including termination of employment.
- iii. In appropriate employee behavior includes, but is not limited to, flirting; making suggestive comments; dating; requests for sexual activity; physical displays of affection; giving inappropriate personal gifts; frequent personal communication with a student (via phone, e-mail, letters; notes, etc.) unrelated to course work or official school matters; providing alcohol or drugs to students; inappropriate touching; and engaging in sexual contact and/or sexual relations.
- iv. Even if the student participated "willingly" in the activity (regardless of the Student's age), in appropriate fraternization of staff with students is against School policy and may be in violation of professional standards of conduct under the Indian Child Protection and Family Violence Prevention Act and State Law. However, inappropriate employee conduct does not need to rise to the level of criminal activity for such conduct to be in violation of School rules and subject to appropriate disciplinary sanctions.
- v. Any student who believes that he/she has been subjected to inappropriate staff behavior as enumerated in this policy, as well as students, school employees, parents or others who have knowledge of or witness any possible occurrence of inappropriate staff-student relations, shall report the incident to any staff member or either the employee's supervisor, the student's principal or the School's designated complaint officer. In all events such reports shall be forwarded to the designated complaint officer for further investigation. Anonymous complaints of inappropriate fraternization of staff members with students shall also be recorded and investigated as appropriate by the School. Investigations of allegations of inappropriate staff-student relations shall follow the procedures utilized for complaints or harassment within the School. Investigations of allegations of inappropriate staff-student relations shall follow the procedures utilized for complaints of harassment within the School. Allegations of inappropriate staff-student behavior shall be promptly investigated and will be treated as confidential and private to the extent permitted by law.
- vi. Any employee having knowledge of or reasonable suspicion that another employee may have engaged in inappropriate conduct with a student that may

constitute child abuse (specifically, child abuse in an educational setting) must also follow the School's reporting procedures for such allegations; and such information shall be reported as required by federal, state and Navajo Nation law to law enforcement officials, the State Education Department and/or Child Protective Services as may be applicable. (*SCAN – Suspected Child Abuse and Neglect*).

- vii. If a student initiates inappropriate behavior toward a staff member, that employee shall document the incident and report it to his/her building principal or supervisor.
- viii. The School shall promptly investigate all complaints of inappropriate staff-student relations, the take prompt corrective action to stop such conduct if it occurs.

B. Employee to Employee - Fraternization

- i. It is the intent of the Governing Board to reduce possible complaints against retaliation, sexual harassment, or reduced productivity in the workplace by stating that romantic engagements should not interrupt the work environment of one's self or that of their employees.
- ii. Shonto strongly discourages any consensual amorous relationships involving any employee with another employee.
- iii. Shonto prohibits any relationship between an employee and a supervisor where the supervisor has directed authority, influence or responsibility includes, but is by no means limited to, disciplinary decisions, and the instructional setting. Such situations tend to interfere with the objectivity of the supervisor's decisions with respect to the employee.
- iv. Supervisors or other employees who engage in such consensual relations and do not voluntarily resign from their employment shall be subject to dismissal.
- v. It is possible that an employee's relationships outside of the work environment may cause severe stress to other employees or otherwise disrupt the workplace. In such situations, the stressed employee will be encouraged to seek personal counseling.
- vi. Shonto Preparatory Governing Board members are prohibited from any consensual amorous relationships involving any employee of Shonto Preparatory School.

C. Reporting Procedures

Any person (employee, student, parent or community member) who reasonably believes that a violation of this fraternization policy has occurred between an employee and student(s) shall submit and sign *Suspected Child Abuse & Neglect form* and forward immediately to the attention of the Superintendent of Schools. Failure to report when the person has credible evidence of alleged fraternization may violate SPS policy, Navajo Nation and federal laws, and a school employee may be disciplined for failing to report. Employees may not make anonymous reports, but confidentiality of the reporting person's identity will be maintained to the extent permitted by law.

The Superintendent is responsible for insuring that any reports on child abuse required, based on the facts alleged, have been made pursuant to Navajo Nation and Federal laws. The Superintendent shall then investigate the allegations and, if appropriate, schedule an Administrative Hearing with the employee. The parents or

student may give testimony with parental permission if under 18 years of age or if declared to be an emancipated youth. If the report is found to be credible, the employees shall be subject to discipline, up to and including termination of employment.

D. Responsibilities

1. The Superintendent is responsible for seeing that all school employees adhere to the provisions of this policy.
2. Administrators are responsible for the implementation and enforcement of this policy in their building/department.
3. Every school employee shall be asked to review a copy of this policy, sign a document that he/she had done so, and acknowledge that he/she is expected to comply with all provisions.
4. School employee should report alleged violations of this policy in accordance with the guidelines and procedures which accompany this policy.
5. A copy of this policy is to be included in all employee handbooks.
6. To the extent possible, all contractors, vendors, and other agents of the School will be informed about the fraternization policy.
7. Building principals and administrators will provide fraternization awareness training for all employees at a yearly staff meeting.

P. Tardiness

Occasional tardiness is sometimes unavoidable. Infrequent tardiness by an employee who has established a good record of reporting to work on time should not affect the employee's performance adversely. Excessive tardiness and tardiness without good cause, however, are problems that are detrimental to the work environment and to the employee.

An employee who is going to be late shall contact the supervisor as soon as possible. If something that may cause an employee to be late is known in advance, it should be discussed with the supervisor in advance. Payroll deductions for time tardy shall be made in half (1/2) hour increments for non-exempt employees.

Supervisors shall be responsible for monitoring tardiness and determining appropriate disciplinary action. Excessive tardiness may be reason for disciplinary action, up to and including, termination of employment.

Q. Smoking by Staff Members

The possession or use of tobacco products is prohibited in the following locations:

- School grounds;
- School buildings;
- School parking lots;
- School playing fields;
- School buses and other School vehicles; and
- Off-campus school sponsored events.

Under this provision, a person who violates the prohibition shall be subject to disciplinary action, up to and including termination of employment.

R. School Property

All School files, equipment and information are the property of the School.

1. Keys

In order to ensure the security of the School, keys to the School shall be issued as needed. If a School employee or volunteer loses a key, the Superintendent or office must be notified immediately. If the key cannot be found, it may be necessary for business locks to be changed and new keys issued. If an employee loses any School key, that employee may be charged for the cost to replace all of the new keys issued.

The Superintendent shall be responsible for developing an assessment fee for key replacement. All school keys shall be logged by the distributing office. An employee or volunteer's failure to notify the Superintendent or office may result in disciplinary action, including termination. Any employee who does not demonstrate that they can maintain the security of the keys may have those keys confiscated.

Upon termination of employment, all School keys must be returned.

2. Equipment

School equipment and property, including computers, software, tape recorders, facsimile machines, etc., is to remain on School premises. At times, portable equipment may be checked out for school business use by using an Equipment Check-out form approved by the Superintendent. Employees shall be responsible for damage or theft of equipment taken off the property.

Computers may be used for employment related business after School hours.

Copiers shall be used for school or job related business.

3. Telephone and Electronic Mail

All electronic and telephonic communication systems and all communication and information transmitted by, received from, or stored in these systems are the property of the School and, as such, are to be used for job-related communications only. Specifically, e-mail and phone mail shall not be used to transmit vulgar, profane, insulting, or offensive messages, nor for solicitation for outside business ventures, advertising for personal enterprises or soliciting for non-school related purposes. This policy, however, does not prohibit personal messages of a social nature which do not contain otherwise prohibited content. Employees shall not be permitted use to passwords, access a file, or retrieve any stored communication unless authorized to do so. All passwords are the property of the School. Authorized representatives of the School, from time to time, shall monitor the use of its equipment. This shall include accessing recorded messages and printing and reading data files. Employees who violate this policy may be subject to disciplinary action, up to and including, termination.

4. Vehicles

All vehicles leased or owned by the School and used by employees during the course of business shall be returned to the School at the end of the day and shall not be taken home at night unless prior arrangements are made to the contrary through the

Operations Manager. Exceptions to this policy must be authorized by the Superintendent in advance or in accordance with Board policy.

An employee must have a valid driver's license and obtain a U.S. Government Vehicle Operator's Identification card in order to drive a School vehicle. A clean driver's record for the prior three (3) years must be provided to the Administrative Assistant of Operations & Technology, at the expense of the employee, prior to operating a School vehicle. Employees hired in positions, which require driving, must meet the underwriting requirements of insurance carriers. Drivers of School buses must have the required Arizona Commercial Driver's License(s) and meet drug- testing requirements, and have a driving record clear of DUI violations for the prior three (3) years.

The driving record shall be reviewed, and an assessment shall be made at that point on whether or not the driver presents an unsafe pattern of driving.

The School is not responsible for payment of fines incurred by any driver of a School vehicle(s) for violation of traffic laws. In case of an accident while on school business involving a School vehicle or privately owned vehicle, the Superintendent shall be notified immediately, and proper accident report forms shall be completed.

SECTION VII. CLASSIFICATION

A. The Classification System

1. The Positions Classified

All positions at Shonto Preparatory School will be categorized in the classification system, which is described in Section B.

2. Position

A position is a group of duties and responsibilities to be accomplished by a single person on a full-time, part-time or temporary basis. The duties and responsibilities of each position are described in a document known as Position Description.

3. Class

A class is a category of one or more positions that are similar in the basic character of their duties and responsibilities. This similarity is sufficiently significant that a single pay scale, title, and set of qualification requirements can be applied. The same basic requirements may be applied to all positions in a class regardless of the department in which the positions are located.

4. Designation of Class

The Governing Board will designate each position to a proper class after an analysis and evaluation of the duties and responsibilities of the position.

B. Classification Methodology

1. Process

The classification process will include a systematic job analysis by the Director of Personnel/Human Resources through the use of position questionnaires, observation, interview or other techniques needed to gather the necessary information. Classification is an ongoing process; the Director of Personnel/Human Resources shall make a continuing review of the classifications to insure equity.

2. Classification Decisions

Classification decisions will be made on the basis of the totality of circumstances, including the complexity of the duties and responsibilities, educational qualifications and other job-related factors, which have an impact on the position.

3. Position Description

The Director of Personnel/Human Resources shall ensure that a position description has been prepared for each position in each class. The position description will describe in detail the specific responsibilities and duties associated with the position.

C. Change in Classification

A. Changes

When an employee believes his or her position has been improperly classified, or when the duties of a position change as to the kind and/or level of work, the Director

of Personnel/Human Resources, the immediate supervisor, or the employee may initiate a request for a change in classification. This request should be submitted in writing detailing the reasons for the request and the justification for the proposed change to the Director of Personnel/Human Resources accompanied by a position description approved by the supervisor.

B. Review by Director of Personnel/Human Resources

All proposals for changes in classification shall be reviewed by the Director of Personnel/Human Resources, who shall make a recommendation to the Governing Board. The Governing Board shall have final approval authority over changes in classification.

C. Issuance of New Contract

Changes in classification may warrant the issuance of a new contract and corresponding change in compensation.

D. Effective Date

Any decision to change a classification shall be effective as of the date of the Governing Board's final approval of the change.

SECTION VIII. EMPLOYEE BENEFITS

A. Benefits

The School provides benefit programs in which full-time employees may participate. Benefits provided may change from time to time. Part-time employees are not eligible for health insurance benefits.

B. Group Insurance

Part-time employees are not eligible for group insurance benefits. Full-time employees are eligible for the following group insurance plans:

- Medical coverage.
- Dental coverage.
- Vision coverage.
- Life Insurance coverage.

An employee becomes eligible for group insurance plans on the first day of the month following the initial date of employment (excludes immediate need appointments).

To be considered for coverage, enrollment forms for all coverages must be completed and forwarded to the Personnel Department within required time limits.

Insurance coverage acceptance to a benefit plan is subject to the applicable plan document and underwriting requirements of the benefit carrier. If this policy is in conflict with the plan document, the plan document shall prevail.

C. Retirement Plan

The School shall provide employees with the opportunity to invest funds, on a pre-tax basis, for retirement or long-term goals. The plan is intended to provide retirement benefits for those participants who remain employee of the school until their accrued benefit is vested or until they reach retirement age.

The Plan is an employer and employee funded contribution plan. This portion of the plan is funded by deferrals from participant's pay and matching contribution on these deferrals that the school makes. The final retirement benefit depends on the income earned from those contributions.

All employees are eligible to participate in the Plan. Employers may enter the plan each year coinciding with or immediately following the date they become eligible. All employees are required to complete the enrollment form, even if you decide not to participate in the salary reduction plan.

The amount of salary deferral deducted from you pay is based on your election. The employer will voluntarily match up to 2% upon employment with SPS. The school will match dollar for dollar up to 5% and the vesting period is 2 years. The employee may elect to defer up to 15% of the salary, up to a maximum of \$10,500 in any year. The amount, the employee selects as a salary deferral amount will not be changed until the next open enrollment to change the election. The enrollment and changes will go into effect upon employment or open enrollment.

E. Insurance

Group insurance coverage shall end as of the last day of the month of termination. Information and costs regarding COBRA options to continue medical coverage, usually up to eighteen (18) months, shall be made available to the employee at the time of employment termination.

Summit, Inc. will issue the notice for COBRA Coverage. Options for continuing life insurance coverage shall be available. Information shall be furnished, upon inquiry, to the employee.

F. Re-Hires

Employees re-hired with a break of service of ninety (90) calendar days or less, shall continue with the same insurance coverage upon re-hire. If hired after a ninety (90) calendar day break in service, the employee must wait the same waiting periods that apply to new hires.

The same ninety (90) calendar day break in service period applies to all other benefits, including insurance, 401(k), Personal Leave, or Sick Leave. No Personal Leave or Sick Leave shall accrue, however, during the ninety (90) calendar day break in service.

SECTION IX. LEAVE POLICIES

A. Vacation Leave

1. The purpose is to provide eligible employees paid vacation leave for opportunity to rest, personal time off or vacation. Such time-off encourages a healthy work environment.

- a. *Full-Time 12-Month Employee Leave Eligibility*

Eligible employees are regular full-time 12-month employees working 40 hours per week or more. The amount of paid vacation leave to eligible employees receive each year increases with the length of their employment as shown in the following schedule.

SCHEDULE OF EARNED VACATION LEAVE

Exempt and Non-Exempt Twelve Month Employees	
YEARS OF ELIGIBLE SERVICE	HOURS BI-WEEKLY
01 – 5 years	6 hours per pay period
06 – 10 Years	8 hours per pay period
June to July is the year calculation. 6 months or more = 1 year	

- b. *Part-Time 12-Month Employee Leave Eligibility:*

Eligible employees, working 20 hours or more per week, but less than 40, shall have their vacation accrual rate prorated based on their work schedule, and which encompasses the number of years of service.

2. Non-accrual of Vacation Leave

An eligible employee does not earn paid vacation leave while the employee is:

- a. Within a period of an approved leave of absence, or suspension without pay.
- b. Within a period of an approved extended educational leave.
- c. Within a period of layoff.
- d. Within a period of extended military leave.
- e. During Family Medical Leave Act status.
- f. Otherwise on unpaid status.

3. Vacation Leave Carryover for 12-month Employees

Vacation Leave accumulated in the prior fiscal year must be used by December 31st or shall be lost.

The Governing Board fully expects that each employee who is eligible for vacation leave shall use the vacation leave within the contract year. Extenuating circumstances may arise, which shall permit the Superintendent to authorize the carryover of up to five (5) vacation days. The Governing Board may, at their discretion and under extenuating circumstances, allow the carryover of up to ten (10) days. The Governing Board will compensate unused vacation days. An employee

who has accumulated 40 or more hours of vacation leave before June 30 of a calendar year may request payment in lieu of vacation leave. Such payments shall be subject to the Superintendent's approval and to the availability of funds. Payment shall not be granted for the hours that do not carry over.

4. Reinstatement of Vacation Accrual Rate

If a classified employee is rehired within 12 months after resignation or termination, they are eligible to continue to accrue vacation at the rate that they were accruing at the time of resignation or termination.

5. Vacation Leave Charges

- a. Employees will request and report vacation leave in increments of 15 minutes.
- b. Sick leave while on vacation is authorized only when the employee has a major illness or injury and is unable to continue the vacation activity. A written physician's statement may be required to verify illness.
- c. Holidays falling within a vacation period will be treated as holidays and therefore not charged to vacation leave.
- d. Vacation leave shall not exceed the available leave balance. Employees will not be authorized to receive such pay which exceeds the number of hours available.
- e. Payment for vacation leave approved and taken is made at the employee's straight-time rate of pay for the vacation time taken within the regularly scheduled work period.

6. Scheduling of Vacation Leave

All employees requesting leave must complete a form, submit it to the immediate supervisor, and obtain written approval in advance of the leave. For all pre-planned leave, the request must be made three (3) working days in advance if the need for the leave is known at that time. At the discretion of the immediate supervisor and evaluation of circumstances, a 24-hour advance notice may be granted. Two week's advance notice shall be required for taking vacation leave in excess of three (3) days. Failure to submit the request within the required time frames may be reason for denial of the request. Under some circumstances, the School may initiate the leave. Requests for leave "not earned" may be granted without pay.

Although the School shall try to comply with a request for Vacation Leave, the business needs of the School shall come first before scheduling time off for Vacation Leave.

B. Personal Leave

1. School Year Employee (10-Month or 11-Month Employee) Leave Eligibility:

Employees on a full-time School Year (10-month or 11-month) contract shall be given two (2) days or 16 hours of personal leave to be used throughout the school year. If personal leave is not used, the balance will not be carried over into the next school year nor shall the balance be paid out at the end of the year or upon termination from employment.

Temporary and part-time employees are not eligible to earn personal or vacation

leave.

2. Restrictions on Personal Leave

- a. Personal leave may not be used the day before or the day after a recognized school holiday.
- b. No personal leave shall be taken during the first two weeks of school and the last two weeks of school.
- c. The only exception to this provision shall be as authorized by the Superintendent.

An exemption shall be granted for all staff who have a personal day remaining and who have a son, daughter, grandson, granddaughter, nephew, niece, brother, sister, husband or wife who are graduating from college, high school, military school, or who are being promoted from kindergarten or 8th grade when such falls within the last two weeks of our school calendar. Permission will be granted in the order such requests are received based upon a priority for a son or daughter, grandchild, sibling, or spouse. A son, daughter, brother, sister, or spouse shall take precedence over a grandchild or a niece or nephew. The principal may also take into account the previous attendance pattern for the staff member and results on the performance evaluation. If this pattern is not acceptable, the individual will move down the list regardless of when the request is submitted. Permission will be granted to the extent that the principal feels that satisfactory coverage can be maintained for the building but in no case shall the total exceed 50% of the staffing available to the building. The decision to approve rests solely with the principal with no redress to the Superintendent. Staff who request such leave must provide documentation from the sponsoring school which indicates the date and time of such graduation or promotion and request that the sponsoring agency identify the person who will participate in the ceremony.

3. Scheduling of Personal Leave

Employees shall request and schedule Personal Leave pursuant to the procedures and requirements set forth in Section A.6 above.

C. Sick Leave

1. Eligible employees will accrue four (4) hours of sick leave per pay period and may use sick leave benefits for an absence due to their own illness, traditional ceremonies, personal injury, work-related injury, or substantial medical emergency of their immediate family members that qualify under Family Medical Leave Act.
2. Employees unable to report to work due to illness or injury should notify their immediate supervisor prior to 8:00 am or scheduled workday. Supervisors cannot call-in to their administrative assistants or secretary and get authorization to take sick leave. This is not acceptable. Supervisors have to contact the Superintendent.

3. If an employee is absent from work for three or more consecutive days due to illness or injury, a physician's statement must be provided verifying the illness and its beginning and expected ending dates.
4. Upon exhausting extended sick leave absences, an employee must provide a physician's statement before he/she may safely return to work.
5. Unused sick leave benefits will not be paid out to an employee unless you meet the requirements of Section IX C 11.

6. Non-accrual of Sick Leave

An eligible employee does not earn sick leave while the employee is:

- a. Within a period of an approved leave of absence without pay.
- b. Within a period of an approved extended educational leave.
- c. Within a period of layoff.
- d. Within a period of extended military leave.
- e. Otherwise on unpaid status.

7. Conditions of Usage

In addition to using Sick Leave for personal illness or injury, Sick Leave may occasionally be used for a medical emergency or to stabilize the medical situation of a member of the immediate family (defined as the husband, wife, son, daughter, grandparents, parents, brother or sister). Once the situation has been stabilized, i.e., arrangements made for someone to care for the family member; an employee's Sick Leave may no longer be used for that purpose. A maximum of five (5) sick days may be used for family medical emergencies. Documentation shall be provided for each occurrence.

Sick Leave may also be used for medical and dental appointments; however, it is preferred that these appointments be made after work hours, whenever possible. For ceremonial purposes, six (6) days shall be allowed.

The maximum Sick Leave that may be used by an employee is thirty (30) days per fiscal year. Additional Sick Leave shall require a physician's note or a certification from a qualified physician. This maximum does not preclude the district from having its own assigned physician from certifying the need once the employee has exceeded fifteen (15) days of absence. The Superintendent may challenge this determination or approve additional leave.

8. Abuse of Sick Leave

This district has no tolerance for employees who habitually attempt to abuse the sick leave policy. Abuse is hereby defined as the use of sick leave that does not meet the requirements under the conditions of usage. It is not determined necessarily by how many sick leave days the employee uses in any fiscal year, although excessive absenteeism is clearly an indication of abuse. An employee may, in fact, use only a few days of sick leave in a fiscal year, but take such days when there is no

apparent need to do so. Weekly or monthly patterns of absenteeism, such as taking an unusual number of Fridays or regularly being absent twice a month, every month are examples of abuse of the sick leave policy.

Principals and supervisors will actively monitor employees who abuse this sick leave policy or whose records show excessive absenteeism. Employees who exhibit chronic absenteeism patterns may be subject to a non-renewal decision. Patterns of abuse could also affect performance evaluations and salary step recommendations.

9. Carry Forward of Accrued Sick Leave

All unused sick leave will be carried forward each year. All Sick Leave shall be cumulative up to a maximum of 180 days (1,440 hours) for employees hired prior to October 31, 2002, and up to a maximum of 120 days (960 hours) for employees hired after November 1, 2002.

10. Restrictions on Sick Leave

- a. As permitted by law, sick leave shall not be granted for absence due to any of the following:
 - 1) Disability arising from any sickness or injury purposely self-inflicted or caused by the employee's willful misconduct.
 - 2) Sickness or disability while on lay-off status, leave of absence without pay, while on vacation (except when the employee has a major illness or injury and is unable to continue the vacation activity). A written statement may be required to verify such an illness or injury.
 - 3) While on FMLA Leave, employee will not accrue sick leave.
- b. Sick leave shall not be substituted for hours missed during the assigned 40-hour workweek.

11. Sick Leave Reporting

Employees shall request and schedule Sick Leave pursuant to the procedures and requirements set forth in Section A.10. Above.

If an employee is out of work for more than one (1) day, that employee's supervisor may require the employee to call in daily.

Employees who use Sick Leave in excess of three (3) consecutive days, or at any time due to suspected abuse, may be required to obtain a physician's note or a certification from a qualified physician indicating the reason for the leave, and the expected dates of start and completion of the leave. The principal or supervisor shall inform those employees whose use of sick leave and prior history suggests questionable patterns or abuse and require that these employees automatically obtain a physician's statement for any leave in excess of two (2) consecutive days.

The School may also require a second opinion by a physician of its choice to determine whether continued use of Sick Leave is appropriate or whether return to duty is appropriate.

Taking sick leave the day before and the day after a vacation or holiday period requires a physician's note or a certification from a qualified physician. If it is

determined that an abuse pattern is present, the certificate or note may be challenged.

Sick Leave approval can only be granted by direct contact with the immediate supervisor or designee. Calls to other employees, such as Office Staff, do not constitute notification and/or approval of sick leave.

Improper use or abuse of Sick Leave may be reason for disciplinary action, up to and including, termination of employment.

12. Payment for Unused Sick Leave

An employee who has at least 100 days (800 hours) of accumulated sick leave upon resignation or termination shall be paid out at a rate of \$15.00 per day at the time of final pay.

13. Reinstatement of Sick Leave Accrual Rate

If an employee is rehired within 12 months after resignation or termination, accumulated sick leave which was earned and not paid for at the time of such resignation or termination will be reinstated.

14. Sick Leave Charges

- a. Employees will request and report sick leave in increments of 15 minutes.
- b. If an employee physically performs school-related work while on sick leave as requested by the Immediate Supervisor, that time may be deducted from the total sick leave charge.
- c. If a holiday falls within a period of approved sick leave, it is charged as a holiday, not as sick leave time.
- d. When sick leave taken exceeds the total available accrued balance, the employee will be placed on vacation leave or personal leave, if vacation leave accruals or personal leave are available. An employee will be placed on an unpaid status if both sick and vacation leave or personal leave balances are exhausted.
- e. Payment for sick leave approved and taken is made at the employee's straight-time rate of pay for the time lost within the regularly scheduled work period.

15. Scheduling Sick Leave for Medical/Dental/Vision Appointments

Staff are encouraged to schedule their medical, dental, or vision appointments after school. For all appointments made in the afternoon, one hour of leave time for travel time purposes will be excused for treatments received after 2 P.M. This provision is limited to one (1) per month and at a site at least 30 miles from the Shonto campus. Staff who schedule and receive personal treatments on Saturdays and who provide documentation to that effect, shall receive one (1) hour of additional sick leave for accrual purposes.

D. Holiday Leave

The school observes the following holidays:

- A. New Year's Day
- B. President's Day
- C. Martin Luther King Day

- D. Navajo Nation Sovereignty Day
- E. Memorial Day
- F. Independence Day
- G. Labor Day
- H. Veteran's Day
- I. Thanksgiving Day
- J. Christmas Day

Holidays observed shall be determined at the beginning of the school year.

If a recognized Holiday falls on a Saturday, then the Holiday shall be observed on Friday. If a recognized Holidays falls on a Sunday, then the Holiday shall be observed on (the following) Monday.

Holidays shall be determined each year and placed on the School calendar. Employees shall be eligible for paid holidays, based upon their regularly scheduled hours and their individual contract schedule.

All regularly scheduled full-time employees shall receive holiday pay for eight (8) hours. Part-time employees shall not receive holiday pay. If a holiday falls on a part-time employee's regularly scheduled workday, the time shall be rescheduled to another day, or it shall be taken as time off without pay.

If a holiday occurs during an employee's absence due to paid excused time off or sickness, holiday pay shall be paid. If a holiday falls when an employee is on Personal Leave, holiday pay shall be attributed to that day, rather than Vacation Leave or Personal Leave pay.

E. Bereavement Leave

Adopted:

Updated: 02/06/2017

1. Purpose

The purpose of bereavement leave is to provide paid time off for eligible employees for absences related to death of immediate and extended families.

2. Eligibility

The policy applies to all regular full-time employees who are benefits eligible. Part-Time and Temporary employees are not eligible for bereavement leave.

3. Definitions

In loco parentis – the employee has the day-to-day responsibilities for the care and financial support of a child or persons who has such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

4. Policy Statement

Shonto Preparatory School provides time off with pay to attend funeral and/or make funeral arrangements when a death has occurred within the immediate and extended family, spouse, natural child, adopted child, foster child, stepchild, natural parent, stepparent, adoptive parent, an individual who stood "in loco parentis", grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, or daughter-in-law.

An employee is eligible for up to thirty-two (32) hours off for bereavement leave per

occurrence. An employee may be granted sixteen (16) additional hours off to attend funeral services out of state. In the event of the death of another relative identified as aunt, uncle, niece, or nephew, an employee may take up to three (3) days paid time off work.

5. Procedure

Employee is responsible for notifying their immediate supervisor of the need for bereavement leave as soon as possible after becoming aware of a death of a family member as identified in this policy. Bereavement leave must be represented on *SPS Leave Affidavit* form, available at department or Business office.

Supervisors are responsible for approving and ensuring proper administration of paid leave and leave scheduling. Department supervisor may request an obituary or other supporting documentation from the employee in conjunction with the request.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. An employee may, with his/her supervisor's approval, use any available vacation, personal, or leave without pay for additional time off as necessary.

- a. Bereavement leave will be paid based on the employee's normally scheduled hours at the regular straight time hourly rate.
- b. Supervisors and employees are responsible for accurately reporting bereavement leave usage.
- c. Authorization for bereavement leave will not be considered working time for calculating weekly overtime compensation.
- d. When the death of an immediate family member or relative occurs while an employee is on a scheduled vacation, the employee's vacation will be converted to bereavement leave for the period of time for which the employee would have otherwise qualified. If additional time is needed, accrued vacation or personnel leave or leave without pay may be requested. Employees will not accumulate vacation leave or personal leave and sick leave during periods of more than forty (4) hours of bereavement leave.
- e. Shonto Preparatory School will provide one-time payment of \$300.00 to SPS employees who assists in immediate family (parent(s), spouse, or child (ren)) funeral arrangements. Funds will be paid out of undesignated funds pursuant to availability.

F. Time Off to Vote

The School encourages employees to fulfill their civic responsibility by participating in elections. Generally, employees should be able to find time to vote either before or after their regular work schedule. Employees, whose voting precinct is beyond 60 mile radius from SPS, will be granted two hours of paid time off to vote.

Employees should request time off to vote two (2) working days prior to Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work schedule. A copy of employee's voter registration card must be attached to the leave slip.

G. Jury Duty

Employees who must serve on jury duty shall be given the necessary time off with pay. Paid time off for jury duty is for the time required to be at the court. During off time, except

lunch and other breaks, it is expected that the employee shall report to work. Jury duty is to be reported as such on the employee's timesheet. Employees shall reimburse to the School any funds received for serving on jury duty. Failure to reimburse the School at the completion of the jury duty service shall result in a full deduction of pay equal to the number of days missed.

H. Military Leave of Absence

All Federal and State laws applicable to the School in regard to employees on a military leave of absence shall be followed.

I. Educational Leave

Funds may be available for staff development from time to time. An employee interested in higher education or workshops should apply through the Superintendent and may submit a proposal to the Superintendent for approval.

It is preferred that employees schedule educational classes after school hours. At times, that may not be possible. With prior approval, educational leave may be granted, provided that arrangements can be made internally at no additional cost to the district. A request for Educational Leave, including the class schedule, must be submitted in advance to the Superintendent. Classes must be job-related to qualify for this leave. Approval shall be at the Superintendent's discretion.

J. Extended Educational Leave

1. An employee who has been employed by SPS continuously for at least three (3) years in a full-time capacity shall be eligible for, but not entitled to, educational leave of one (1) academic semester to pursue a post-secondary college degree (which is defined as the next higher level of education than the employee already possesses) that is related to the employee's primary employment assignment.

An employee who has been employed for five (5) or more years shall be eligible for, but not entitled to, educational leave up to one (1) academic year to pursue an advanced college degree that is related to the employee's primary employment assignment.

2. A formal written request for educational leave, together with a proposed course of study, shall be submitted through the line of authority and the Director of Personnel/Human Resources no later than three (3) months before the date of leave for approval. The Director of Personnel/Human Resources shall submit the written request, together with a recommendation, to the Governing Board through the Superintendent for approval. Upon approval of the educational leave request, the employee shall sign an Extended Leave Agreement. Leave shall be taken either at the beginning of the first or second semester.
3. The Extended Leave Agreement shall stipulate that the employee commits to a specific period of employment with Shonto Preparatory School, upon return from educational leave that will equal the length of his/her educational leave. However, nothing in this policy shall guarantee or entitle the employee to contract renewal or continued employment.
4. At the conclusion of each semester during the educational leave, the employee shall

submit an official transcript to the Director of Personnel/Human Resources as documentation that he/she attended school to pursue an advanced college degree that is related to the employee's primary employment assignment.

5. Shonto Preparatory School may hire a temporary replacement who will be employed in the vacated position until the employee returns. In the event an employee voluntarily terminates his/her educational leave, the employee shall immediately notify the Director of Personnel/Human Resources of his/her intention to return to work.
6. For the purpose of calculating length of service, the personnel record shall show no interruption of employment status by the educational leave if the employee returns to work for Shonto Preparatory School.
7. No salary or benefits will be extended to the employee during Extended Educational Leave.

K. Injury Leave: Worker's Compensation

SPS provides a comprehensive workers' compensation insurance program at no cost to its employees. Employees shall be covered by worker's compensation insurance for work-related illnesses or injuries received on the job that requires medical, surgical or hospital treatment. This will enable an eligible employee to qualify for coverage as quickly as possible. An employee shall report any such accident or illness to the supervisor or Superintendent in accordance with the policy on Worker's Compensation Claims/Accident Report. The immediate supervisor shall maintain a written log of the time, date, place and nature of all such reported injuries. The employer reserves the right to require further documentation regarding said injury.

L. Unauthorized Leave

An absence where notification to the School administrative office has not been made, or approval has not been received, shall be considered an unauthorized leave and the employee shall not receive pay. Unauthorized absences may subject the employee to disciplinary action, up to and including, termination of employment.

M. Employee Leaves of Absence without Pay

The School recognizes that, on occasion, extenuating circumstances arise that may necessitate absence from duty that is not covered by other specific leave provisions of the School. To address such situations, a leave of absence, without pay, may be granted a member of the certified or classified staff for not longer than one year.

At the end of the calendar year, an employee's unused Sick Leave may be substituted for unpaid leave up to a total of ninety (90) days (720 hours) for leave under the Family and Medical Leave Act. Sick Leave shall not accrue during an Employee Leave Of Absence without Pay under the Family and Medical Leave Act.

Leave of absence shall be submitted to the Superintendent and requested for, but not limited to, the following purposes:

- For additional education that is related to the employee's primary assignment. A plan of contemplated course work must be presented.

- To provide for an unpaid leave in a situation where the employee may be absent from work because of: (1) a reason that conforms to a policy currently in effect but the maximum number of days provided for that policy may be exceeded; or (2) failure to report to work without prior notification to the Superintendent.
- For a leave of absence that benefits or is in the best interest of the School, as determined by the Board upon review of the application.
- For leave under the Family and Medical Leave Act.

A leave of absence requested pursuant to this policy shall be:

- Approved by the Superintendent if the leave period does not exceed 12 weeks.
- Recommended by the Superintendent and approved by the Governing Board if the leave period exceeds 12 weeks.

The School shall not deny a request for leave of absence if the employee is entitled to the leave under the School's adopted Family and Medical Leave Act. All other applications for leave of absence may be granted or denied by the School, at its sole discretion.

Each request for such a leave of absence shall be in a written application stating the purpose, starting date, and duration of the leave of absence, the reasons for its necessity or desirability, and any other information the applicant deems relevant to the request.

The leave of absence shall be only for the purpose and duration approved and shall not be extended without written approval by the School.

N. Family and Medical Leave

All rights of continuing status (certificated teacher only), retirement, salary increments, and other benefits shall be restored at the level earned when the leave was granted. All accrued sick, vacation, personal, and other paid leave shall be applied to the leave period unless otherwise agreed to by the School or prohibited by the Family and Medical Leave Act.

Family and Medical Leave Act (FMLA)

The School has adopted and shall follow the Family and Medical Leave Act and all interim and final regulations interpreting the FMLA issued by the U.S. Department of Labor. Accordingly, all portions of this policy that pertain to the FMLA shall be interpreted in a manner consistent with the FMLA and its regulations. Subject to the conditions set forth herein, any eligible employee of the School may take up to twelve (12) weeks of leave (FMLA leave) during any one fiscal year (July 1 to June 30), without pay, for any one (1) or more of the following reasons:

- Because of the birth of a child of the employee and in order to care for such child.
- Because of the placement of a child with the employee for adoption or foster care.
- In order to care for the spouse or a son, daughter, or parent of the employee, if such person has a serious health condition.

- Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

For purposes of this provision, the above shall be referred to as: Other FMLA Qualifying Reasons.

Qualifying Exigency Leave

Up to twelve (12) workweeks during a twelve (12) month period due to a spouse, son, daughter, or parent who is a member of one of the U.S. Armed Force's Reserve components or National Guard who faces recall to active, federal service by the President if a qualifying exigency exists.

Military Caregiver Leave

Any eligible employee of the School may take up to twenty-six (26) workweeks during a twelve (12) month period to care for a service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status or is otherwise on temporary disability retired list for a serious injury or illness incurred in the line of duty on active duty. For the purpose of the provision, service member is defined as a current member of the Armed Forces, including a member of the National Guard or Reserves.

An employee who is eligible for FMLA leave is entitled to a combined total of twenty-six (26) workweeks of leave for Military Caregiver Leave and leave for any Other FMLA Qualifying Reason during the same single 12-month period provided that the employee takes no more than twelve (12) workweeks of leave because of a Qualifying Exigency Leave or for any Other FMLA Qualifying Reason.

Employee Short-Term Disability.

This means an illness, injury, impairment, or physical condition that involves inpatient care in a hospital, hospice, or residential medical facility, or outpatient care with continuing medical treatment by a licensed physician. Any employee who has been employed by the School at least twelve (12) months and who has completed at least 1,250 hours of service immediately prior to the time the leave is to commence shall be eligible for FMLA leave.

Special Conditions Applicable to FMLA.

Entitlement to leave for the birth of a child or the placement of a child for adoption or foster care ends at the expiration of a twelve-month period, beginning on the date of the event.

A husband and wife working for the School shall be limited to a total of twelve (12) weeks of leave during each fiscal year for leave for the birth of a child or the placement of a child for adoption or foster care and to care for an employee's parent with a serious health condition.

The School shall not require an employee to substitute accrued sick leave for FMLA leave used by reason of a birth, adoption, or foster placement. An employee shall substitute accrued vacation or personal leave for FMLA leave used by reason of a birth, adoption, or foster placement, to the extent available by policy, unless otherwise agreed to by the School. In any other circumstance, an

employee's accrued sick, vacation, personal, or other applicable leave shall be substituted for FMLA leave, to the extent available by policy, unless otherwise agreed to by the School.

Notice. An employee must provide at least thirty (30) days' notice before the FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption, or foster care, or planned medical treatment for a serious health condition of the employee or family member. If thirty (30) days' notice is not practicable, notice must be given as soon as practicable. The notice shall be in the form of a request for leave of absence as specified in this policy. The School shall deny FMLA leave to any eligible employee until such time as the employee has provided the required notice.

Medical Certification.

All FMLA leave shall be supported by medical certificate provided by the employee's health provider in the form of the exhibit accompanying this policy. In any instance where the FMLA leave must be preceded by thirty (30) days' notice, the medical certificate should accompany the request for leave of absence. In any other instance, the medical certificate should be provided within fifteen (15) days after the FMLA leave commences.

The employee may be requested to provide recertification of medical conditions in support of leave if the School feels that the circumstances so warrant and notice is given. Recertification shall not be required for intervals shorter than thirty (30) days.

Whenever a medical certification or recertification is required of an employee, notice describing such requirement and providing the form of such certification shall be provided to the employee. An employee shall not be denied FMLA leave or other rights under the FMLA unless a notice required by FMLA in such situation has first been provided to the employee.

Intermittent or Reduced Time (IRT) Leave.

FMLA leave shall be taken intermittently or on a reduced leave schedule only if (1) medically necessary to care for a family member or for the employee's own serious health condition, or (2) approved by the School. The School may, for the term of the leave, transfer the employee to an alternative position with equivalent pay and benefits.

If the IRT leave is for an instructional employee (one whose principal function is to instruct students in a class, small group, or as individuals), the School can require the employee either to take leave for a period or period of a particular duration not greater than the duration of the planned treatment or to transfer temporarily to an available alternative position with equivalent pay and benefits that provides better accommodation of recurring periods of leave, provided the leave is:

- Requested to care for a qualifying family member or as a result of the employee's serious health condition preventing job performance;
- Foreseeable, based upon planned medical treatment; and
- For more than twenty percent (20%) of the working days in the leave

period.

The employee may be granted leave under these circumstances, subject to reasonable efforts to schedule treatment so as not to unduly disrupt the educational program.

Special End-Of-Semester Circumstances for Instructional Employees.

Under each of the following conditions, leave for an instructional employee shall be required to continue to the end of the academic semester:

- Leave begins more than five (5) weeks before the end of the semester, leave is for at least three (3) weeks, and return to employment would occur during the last three (3) weeks of the semester.
- Leave, other than for the employee's serious health condition, begins within the last five (5) weeks of the semester, leave is for greater than two (2) weeks duration, and return to employment would occur during the last two (2) weeks of the semester.
- Leave other than for the employee's serious health condition begins within the last three (3) weeks of the semester and leave exceeds five (5) working days.

Employee Notification.

With each request for FMLA leave, the employee shall be notified:

- About FMLA by provision of the FMLA fact sheet.
- The appropriate expectations, obligations, and consequences of taking FMLA leave per 29 C.F.R. Section 825.301 of FMLA.
- That FMLA leave shall be withheld until a requested notice is provided or the time frame is met.
- That if leave is granted to an employee who is unable to perform the work required, restoration shall be denied until the employee has complied with the request to provide medical certification of ability to return to work.

The School shall post notices in conspicuous places on the School premises that provide a summary of FMLA and information on how to file a charge for an FMLA violation.

Health Care Continuation.

An employee taking FMLA leave shall be entitled to have the health care plan in which the employee is participating continue under the same terms and conditions applicable to actively working employees. The School shall require the employee to repay any health care premiums paid by the School for continuing coverage during the period of the FMLA leave if the employee fails to return to work after the FMLA leave expires and the failure to return is not due to circumstances beyond the employee's control. Premium payments for dependent coverage must be remitted to the School each month for that month's coverage. Failure to submit required payment for these premiums within thirty (30) days of the date due shall result in

cancellation of the dependent coverage benefits.

Position Restoration.

Upon return from FMLA leave, an employee shall be restored to the same position held before the FMLA leave commenced or to an equivalent position with equivalent pay, benefits, and working conditions. An equivalent position is one that is virtually identical to the employee's former position in terms of pay, benefits and working conditions. If an employee is no longer qualified for the position because of the employee's inability to attend a necessary course as a result of the leave, the employee shall be given a reasonable opportunity to fulfill those conditions upon return to work.

The School requires an employee to provide a medical certificate from a health care provider that the employee is able to resume work before returning from FMLA leave for a serious personal health condition. A physician's certification must be delivered to the Superintendent indicating that the employee is able to return to work. An employee shall not return without this certification. The employee is expected to return to work on the date originally indicated on the Request for Leave of Absence without Pay Form. Any deviation from this date must be submitted for approval to the Superintendent, as soon as the need for a change is known. The School may delay the return of an instructional employee from FMLA leave at the end of a semester, in accordance with Section 108(d) of FMLA. The School may deny restoration of position to any key employee (i.e., one who is among the highest-paid ten percent (10%) of all employees of the School), in accordance with Section 104(b) of FMLA.

O. REQUEST OF LEAVE OF ABSENCE WITHOUT PAY FORM
SHONTO PREPARATORY SCHOOL

CERTIFICATION OF PHYSICIAN OR PRACTITIONER
(Family and Medical Leave Act of 1993)

1. Employee's Name: _____
2. Patient's name (if other than employee): _____
3. Diagnosis: _____

-
4. Date Condition commenced: _____
 5. Probable duration of condition: _____

6. Regimen of treatment to be prescribed. (Indicate number of visits, general nature and duration of treatment, including referral to another provider of health services. Include schedule of visits or treatment if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week.)
 - a. By physician or practitioner.

- b. By another provider of health services, if referred by the physician or practitioner:

IF THIS CERTIFICATION RELATES TO CARE FOR THE EMPLOYEE'S SERIOUSLY ILL FAMILY MEMBER, SKIP ITEMS 7, 8 AND 9 AND PROCEED TO ITEMS 10 THROUGH 16. OTHERWISE, CONTINUE BELOW.

7. ☐ Yes ☐ No Is patient hospitalization of the employee required?
8. ☐ Yes ☐ No Is the employee able to perform work of any kind? (If "No," skip Item 9.)
9. ☐ Yes ☐ No Is the employee able to perform the functions of the employee's position? (Answer after reviewing a statement from the employer of essential functions of the employee's position, or, if none is provided, after discussing it with the employee.)
10. ☐ Yes ☐ No Is inpatient hospitalization of the family member (patient) required?
11. ☐ Yes ☐ No Does (or shall) the patient require assistance for basic medical, hygiene, nutritional needs, safety, or transportation?
12. ☐ Yes ☐ No After review of the employee's signed statement (see "Employee Statement" below), is the employee's presence necessary, or would it be beneficial for the care of the patient?

13. If applicable, estimate the period of time care is needed or the employee's presence would be beneficial:

14. Signature of physician or practitioner:

15. Date: _____

16. Type of practice or field of specialty:

EMPLOYEE STATEMENT

Complete the following when family leave is needed to care for a (seriously ill) family member. What care shall the employee provide?

If applicable, estimate what the time period shall be during which the employee shall care for the family member. (If intermittent or reduced leave is anticipated, provide a suggested schedule.)

Employee Signature

Date

P. POSTED NOTICE OF EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT OF 1993.

FAMILY AND MEDICAL LEAVE ACT OF 1993

The FMLA requires employers of fifty (50) or more employees within a seventy-five (75) mile area to provide up to twelve (12) weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees shall be “eligible” if they have worked for a covered employer for at least one (1) year, and for 1,250 hours over the previous twelve (12) months.

Reason for Taking Leave.

An employer must grant unpaid leave to an eligible employee for one or more of the following reasons:

- For the care of the employee’s child (birth, or placement for adoption or foster care);
- For the care of the employee’s spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee’s job.

For purposes of this provision, the above shall be referred to as: Other FMLA Qualifying Reasons.

Qualifying Exigency Leave

Up to twelve (12) workweeks during a twelve (12) month period due to a spouse, son, daughter, or parent who is a member of one of the U.S. Armed Force’s Reserve components or National Guard who faces recall to active, federal service by the President if a qualifying exigency exists.

Military Caregiver Leave

Any eligible employee of the School may take up to twenty-six (26) workweeks during a twelve (12) month period to care for a service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status or is otherwise on temporary disability retired list for a serious injury or illness incurred in the line of duty on active duty. For the purpose of the provision, service member is defined as a current member of the Armed Forces, including a member of the National Guard or Reserves.

An employee who is eligible for FMLA leave is entitled to a combined total of twenty-six (26) workweeks of leave for Military Caregiver Leave and leave for any Other FMLA Qualifying Reason during the same single 12-month period provided that the employee takes no more than twelve (12) workweeks of leave because of a Qualifying Exigency Leave or for any Other FMLA Qualifying Reason.

At the employee’s or employer’s option, certain kinds of paid leave shall be substituted for unpaid leave.

Advance Notice and Medical Certification.

The employee shall be required to provide advance leave notice and medical certification.

- In certain cases, the employee ordinarily must provide thirty (30) days' advance notice when the leave is "foreseeable."
- An employer shall require medical certification to support a request for leave because of a serious health condition.
- An employer shall also require medical certification if the employee is unable to return from leave because of a serious health condition.

Intermittent Reduced Leave:

- An employee may take intermittent or reduced leave to reduce the usual number of hours per day or work week.
- Intermittent or reduced leave schedules shall be subject to employer approval unless medically necessary.

Job and Benefits Protection:

- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Employers may deny restoration to certain highly compensated employees, but only if necessary to avoid substantial and grievous economic injury to the employer's operation.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.
- The use of unpaid FMLA leave cannot affect the exempt status of bona fide executive, administrative, and professional employees under the Fair Labor Standards Act.

Medical Insurance Coverage:

- For the duration of FMLA leave, the employer must maintain the employee's medical insurance coverage under any "group health plan," under the conditions coverage would have been provided if the employee had continued working.
- In some cases, the employer shall recover premiums paid for maintaining an employee's health coverage if the employee fails to return to work from FMLA leave.
- Premium payments for dependent coverage must be remitted to the School each month for that month's coverage. Failure to submit required payment for these premiums within thirty (30) days of the date due shall result in cancellation of the benefits.

Unlawful Acts by Employers.

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA.

- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA.
- Discharge or discriminate against any person because of involvement in any proceeding under or related to FMLA.

Miscellaneous Provisions:

- Similar provisions of the law apply to Federal and congressional employees.
- Special rules apply to employees of local education agencies.
- Employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. Any employer who willfully violates this requirement shall be subject to a fine of up to \$100.00 for each separate offense.
- A "Commission on Leave" shall conduct a comprehensive study of existing and proposed policies relating to leave, and submit a report to Congress within two (2) years.

FMLA Does Not:

- Affect any Federal or State law prohibiting discrimination.
- Supersede any State or local law that provides greater family or medical leave rights.
- Diminish an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan, nor shall the rights provided under FMLA be diminished by such agreement or plan.
- Discourage employers from adopting policies more generous than shall be required by FMLA.

Enforcement:

- The Secretary of Labor is authorized to investigate and attempt to resolve complaints of violations, and shall bring an action against an employer in any Federal or State court of law.
- FMLA's enforcement procedures parallel those of the Federal Fair Labor Standards Act. The FMLA shall be enforced by the department's Wage and Hour Division.
- An eligible employee shall bring a civil action against an employer for violations.
- Employers who act in good faith and have reasonable grounds to believe their actions did not violate FMLA shall have any damages reduced to actual damages, at the discretion of a judge.

For more information, please contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor, or Employment Standards Administration.

Q. Employer Response to Employee Request for Family or Medical Leave
(Family and Medical Leave Act of 1993)

Date: _____

To: _____
Supervisor's Name

From: _____
Name of appropriate employer representative

Subject: Request for Family/Medical Leave

On _____, 20____, you notified us of your need to take family/medical leave due to:

- ☐ the birth of your child, or the placement of a child with you for adoption or foster care; or
- ☐ a serious health condition that makes you unable to perform the essential functions of your job; or
- ☐ a serious health condition affecting your ☐ spouse, ☐ child, ☐ parent, for which you shall be needed to provide care.

You notified us that you need this leave beginning on _____, 20____, Except as explained below, you have a right under the FMLA for up to twelve (12) weeks of unpaid leave in a twelve (12) month period for the reasons listed above. Also, your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work, and you must be reinstated to the same or an equivalent job with the same pay, benefits and terms and conditions of employment on your return from leave. If you do not return to work following FMLA leave for a reason other than (1) the continuation, recurrence or onset of a serious health condition which would enable you to FMLA leave; or (2) other circumstances beyond your control, you shall be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.

This is to inform you that (check appropriate boxes, explain where indicated):

1. You are ☐ eligible ☐ not eligible for leave under the FMLA.
2. The requested leave ☐ will ☐ will not be counted against your FMLA leave entitlement.
3. You ☐ will ☐ will not be required to furnish medical certification of a serious health condition. If required, you must furnish certification by _____, 20____, (must be at least fifteen (15) days after you are notified of this requirement), or we may delay the commencement of your leave until the certification is submitted.
4. You may elect to substitute accrued paid leave for unpaid FMLA leave. We ☐ will ☐ will not require that you substitute accrued paid leave for unpaid FMLA leave. If paid leave will be used, the following conditions will apply: (Explain)
5. (a). If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA leave. Arrangements for payment have been discussed with you and it is agreed that you will make premium payments as

follows:

(Set forth dates, e.g., the 10th of each month, or pay periods, etc., that specifically cover the agreement with the employee.)

(b). You have a minimum thirty (30) day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be canceled, provided we notify you in writing at least fifteen (15) days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work. We ☐ will ☐ will not pay your share of health insurance premiums while you are on leave.

6. You ☐ will ☐ will not be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, your return to work may be delayed until the certification is provided.

7. (a). You ☐ are ☐ are not a "key employee" as described in §825.218 of the FMLA regulations. If you are a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us.

(b). We ☐ have ☐ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. (Explain (a) and/or (b) below. See §825.219 of the FMLA regulations.)

8. While on leave, you ☐ will ☐ will not be required to furnish us with periodic reports every _____ (indicate interval of periodic reports, as appropriate for the particular leave situation) of your status and intent of return to work (see §825.309 of the FMLA regulations). If the circumstances of your leave change and you are able to return to work earlier than the date indicated on the reverse side of this form, you ☐ will ☐ will not be required to notify us at least two (2) work days prior to the date you intend to report for work.

9. You ☐ will ☐ will not be required to furnish re-certification relating to a serious health condition. (Explain below, if necessary, including the interval between certifications as prescribed in §825.308 of the FMLA regulations.)

Sincerely,

SECTION X. DISCIPLINARY POLICIES AND PROCEDURES

Adopted:

Updated: 08/05/2016

A. Discipline

There are times when a disciplinary process is used to attempt to correct work-related problems. These procedures are instituted in the spirit of resolving these difficulties and bringing about a solution to the problem.

The following procedures are guidelines to a disciplinary process. Although these guidelines are suggested as a means to attempt to solve problems, failure of an employee to follow procedures, acts of insubordination, etc., may constitute cause for immediate termination of employment.

Potential consequences to employees of the School who violate these rules shall include, but not limited to, as outlined in the list below. These consequences do not necessarily have to be in sequential order.

Oral Reprimand.

This action may be taken by a supervisor and is a verbal warning. The Supervisor shall maintain a written record.

Corrective Interview.

This action may be taken by a supervisor, and documentation of the corrective interview shall be placed in the employee's personnel file.

Written Reprimand, Letter of Warning or Letter of Directive.

This action may be taken by a supervisor, with respect to an employee's actions that are severe in nature or regarding behavior that has been repeated after an oral reprimand. A copy of the written reprimand shall be placed in the employee's personnel file permanently, unless otherwise stated.

Disciplinary Probation.

A supervisor may recommend the placement of an employee on disciplinary probation for a period not to exceed ninety (90) calendar days. The Superintendent must authorize disciplinary probation. Such action must be in writing and must identify the specific conduct for which the employee is being placed on the disciplinary probation, together with specific criteria that must be met before an employee can be removed from probation. Employees on disciplinary probation are not eligible to take vacation or personal leave.

Regular status employees who are placed on disciplinary probation may be suspended or terminated in accordance with the Discipline, Suspension and Dismissal Of All Employees (Classified And Certified Staff) policy.

Suspension with Pay.

This action may be recommended by a supervisor and must be authorized by the Superintendent. A suspension with pay is used to allow an investigation of allegations relating to an employee. Suspension with pay is not a disciplinary measure and is not recorded in the employee's personnel record.

Suspension without Pay.

This action may be recommended by a supervisor and must be authorized by the Superintendent. A suspension without pay is a disciplinary action, which is taken for

cause. Suspension without pay is a disciplinary measure and is recorded in the employee's permanent record.

Dismissal.

B. Disciplinary Procedures – Discipline, Suspension, and Dismissal of All Employees (Classified and Certified Staff)

Minor Disciplinary Action

An employee may be disciplined for any conduct that, in the judgment of the School, is inappropriate. Minor disciplinary action includes, without limitation thereto, verbal and written reprimands, corrective interview, and disciplinary probation, letter of admonition (warning), letter of directive or suspension without pay for a period of ten (10) working days or less. In accordance with the Fair Labor Standards Act, exempt employees shall not be suspended for less than one (1) week. However, suspensions shall be less than one (1) week for safety violations.

The employee's supervisors may impose minor disciplinary action. An employee who wishes to object to a minor disciplinary action shall submit a written complaint to the supervisor's superior within five (5) working days of receiving notice of the disciplinary action. The supervisor's superior shall review the complaint and may confer with the employee, the supervisor, and such other persons, as the supervisor's superior deems necessary. The decision of the supervisor's superior is final.

Suspension without Pay for More than Ten (10) Days

The employment of an employee may be suspended without pay for a period of more than ten (10) working days by action of the Superintendent for just cause. If the Superintendent intends to suspend an employee without pay for more than ten (10) working days, the notice and hearing procedures prescribed for the dismissal of employees shall be followed, except that the Hearing Officer shall be designated by the Superintendent and the findings of the Hearing Officer is final. At the Superintendent's option, the Superintendent may request that the Governing Board act as the Hearing Officer. If the Hearing Officer or the Governing Board finds that there is insufficient cause to suspend the employee without pay for more than ten (10) working days, the Superintendent may, after reviewing the findings, impose minor disciplinary action.

Dismissal

The employment of an employee may be terminated for just cause by the Superintendent at any time prior to the expiration of the employee's employment contract. To terminate an employee, the Superintendent shall comply with the following procedures:

- A. Pre-disciplinary Procedures. Before a non-probationary employee may be dismissed, demoted, or suspended without pay for eighty (80) working hours or more, the Superintendent or the Superintendent's designee shall give the non-probationary employee written notice of the charges, a summary of the basis for the charges, and an opportunity for the non-probationary employee to present a response.
- B. Disciplinary Procedures. The Superintendent or the Superintendent's designee may dismiss, demote or suspend without pay for eighty (80) working hours or more any non-probationary employee only for cause but not before attempting to serve

the non-probationary employee personally or by registered or certified mail, return receipt requested, with written notice of the specific reasons for the disciplinary action in sufficient detail to inform the non- probationary employee of the facts. The Superintendent or the Superintendent's designee shall include a statement of the non-probationary employee's right to appeal. The action is not effective until one of the following occurs:

1. The non-probationary employee signs for receipt of the disciplinary letter; or
 2. An attempt is made to personally serve the disciplinary letter, but the non- probationary employee refuses to sign for receipt of the letter. Such attempt to personally serve the letter shall be witnessed; or
 3. Three (3) working days have passed since the letter was mailed to the non-probationary employee.
- C. Relief from Duty. Nothing in this rule shall preclude the Superintendent from immediately placing an employee on administrative leave pending implementation of procedures under this rule, but no pay shall be withheld for such period.
- D. Under extenuating circumstances, which do not involve immorality or criminal activity which could be a felony if prosecuted, the Governing Board may accept a resignation in lieu of dismissal.

C. Appeals Of Suspension Without Pay for More than Ten (10) Days, Demotions and Dismissal.

Definitions

Unless the context requires otherwise, the following definitions govern:

"Appeal" means any written request for a hearing filed with the Governing Board by any employee seeking relief from suspension without pay for more than ten (10) working days, demotion, or dismissal.

"Appellant" means the employee filing an appeal with the Governing Board.

"Hearing Officer" means a person employed or appointed by the Governing Board as a Hearing Officer, the full Governing Board, or any member of the Governing Board designated by it as a Hearing Officer.

"Respondent" means the Superintendent of Shonto Preparatory School.

Appeal Procedures

Appeal.

The appeal to a dismissal, demotion or suspension without pay for more than ten (10) working days shall be submitted to the Governing Board in writing. The appeal shall include the action requested of the Governing Board and must state specific facts relating directly to the charges on which the appeal is based so that the Governing Board shall understand the nature of the appeal. A copy of the appeal shall be provided to the Respondent.

The Appellant may be represented at the appeal hearing by counsel, at the Appellant's expense. The Appellant shall have the opportunity to present witnesses and to cross-examine any witnesses presented by the Respondent. Formal rules of evidence

shall not apply. A record of the hearing shall be made by use of a mechanical device.

Time for Appeal.

The employee must file an appeal within ten (10) working days after receipt of the Superintendent's decision. Any appeal filed after this time limit is barred and shall not be processed.

Notice of Hearing.

The Governing Board shall provide written notice of the name of the Hearing Officer, if any, to the Appellant and the Respondent. Written notice of the time, date and place of the hearing of an appeal shall be provided to the Appellant and the Respondent by the Hearing Officer not less than ten (10) working days before the date of such hearing.

Notice of Hearing and Response to Appeal.

If an appeal is filed, the Superintendent shall deliver to the Appellant the name of the Hearing Officer and written notice of hearing at least ten (10) working days prior to the date thereof that includes time, date and place of the hearing, a list of persons whom the Superintendent expects to testify in support of the decision (together with a brief summary of what each person is expected to say), and a general description of any other evidence that the Superintendent at the time believes may be presented at the appeal hearing in support of the decision. The Appellant shall deliver to the Administration at least five (5) working days prior to the hearing, a list of persons whom the Appellant expects to testify (together with a brief summary of what each person is expected to say), and a general description of any other evidence that the Appellant at the time believes shall be presented at the appeal hearing.

The Respondent need file no reply to the appeal. If a reply is filed prior to the hearing, a copy thereof shall be sent by the Respondent to the Appellant. If no reply is filed, every relevant and material allegation of the appeal is in issue, but in any case, irrelevant and immaterial issues may be excluded.

Hearing Officer.

Any appeal hearing shall be conducted by the Governing Board or be assigned by the Governing Board to a Hearing Officer.

If the appeal is assigned to a Hearing Officer, the Hearing Officer shall be the authorized representative of the Governing Board and is fully authorized and empowered to grant or refuse extensions of time, to set proceedings for the hearing, to conduct the hearing, and to take any action in connection with the proceedings which the Governing Board itself is authorized to take by law or by these rules on behalf of the Governing Board other than making the final decision, final findings of fact, final conclusions of law, and/or final order. No assignment of an appeal to a Hearing Officer shall preclude the Governing Board from withdrawing such assignment and conducting the appeal hearing itself or from reassigning an appeal hearing to another Hearing Officer.

The Hearing Officer conducting the hearing shall prepare and submit to the Governing Board a written report embodying a statement of findings as to whether there is cause for termination of the Appellant, conclusions of law and recommendations, as well as a brief statement of reasons for these findings and conclusions within ten (10) working days after the conclusion of the hearing. If required, the Hearing Officer shall be present during the consideration of the appeal by the Governing Board to assist and advise the Governing Board.

If the Governing Board conducts the appeal hearing, it shall render a decision within ten (10) working days after the conclusion of the hearing.

Time for Hearing.

Every hearing on an appeal shall be held not less than ten (10) working days and no more than thirty (30) working days after an appeal is filed by the Appellant. The date of the appeal hearing may be postponed by stipulation of the Appellant and Respondent, or by and in the sole discretion of the Governing Board or the Hearing Officer, or at the request of the Appellant or the Respondent for such reason or reasons as the Governing Board or Hearing Officer shall deem appropriate.

Nature of Hearing, Rules of Evidence.

Every appeal hearing shall be in executive session unless Appellant requests an open hearing. If the disciplinary hearing involves evidence which Respondent is precluded by law from disclosing, then the Governing Board or its Hearing Officer may grant a confidential hearing of such evidence. If testimony of certain witnesses is of a sensitive nature, either the Appellant, Respondent or Hearing Officer may request that those portions of the hearing be held in executive session and that those portions of the record be sealed or adequately protected. All witnesses shall testify under oath or by affirmation, and a record of the proceedings shall be made and kept for three (3) years. The Governing Board, a Board member or Hearing Officer shall not be bound by common law or statutory rules of evidence or by technical or formal rules of procedure.

The Hearing Officer's opening remarks should advise the parties that formal rules of evidence do not apply to these hearings. The Hearing Officer should not try to decide legal and evidentiary questions, but should keep the hearing centered on the issue(s) to be resolved by the hearing.

Upon timely objection by any party, the Governing Board or Hearing Officer may exclude evidence that is hearsay, evidence concerning compromise and offers to compromise or settle, as well as evidence that is privileged, immaterial, unduly repetitious, or, most importantly, irrelevant.

Hearsay evidence is a statement other than one made by the person while testifying at the hearing, and offered for the purpose of proving the truth of the matter asserted. Hearsay evidence may be admitted to the extent that the circumstances warrant. When in doubt, hearsay evidence shall be admitted.

Relevant evidence is evidence having any tendency to make the existence of any fact that is of consequence to the determination of the appeal more probable or less probable than it would be without the evidence.

Evidence about the character of a witness should generally be excluded. Such evidence, however, may be used to impeach or rehabilitate a witness. The types of character evidence that can be used for those purposes are reputation and opinions from persons with knowledge about a witness' character showing that witness' disposition for being truthful and honest. Character of a witness cannot be used to prove conduct or to show that conduct was in accordance with a pertinent character trait.

If the parties are represented by attorneys, all types of technical objections may be raised throughout the hearing. If this occurs with frequency, then the Hearing Officer should

remind counsel of the opening remarks about the rules of evidence. If the Hearing Officer possesses enough familiarity with the law to make a ruling on an objection, he/she may do so. If not, the Hearing Officer should state that the objection is noted for the record and continue on with the hearing.

Exclusion of Witnesses.

Upon the motion of any Appellant or Respondent, the Hearing Officer, in its discretion, may exclude from the hearing room any witnesses not at the time under examination. A party to the proceeding, or his representative, or other person conducting the case, shall not be excluded.

Governing Board Decision.

If the Governing Board has used a Hearing Officer, the Governing Board shall review the written Hearing Officer's report and, if desired, the record, and notify the interested parties in advance of the time and place of the Governing Board meeting at which the appeal will be decided. The Governing Board may affirm, reverse, adopt, modify, supplement, amend or reject the Hearing Officer's report in whole or in part, may recommit the matter to the Hearing Officer with instructions, may convene itself as a hearing body, or may make any other appropriate disposition of the appeal. The Governing Board shall make its decision on the appeal within thirty (30) working days after the conclusion of a hearing and shall notify parties of its decision. The Governing Board may sustain the disciplinary action, may impose a lesser disciplinary action, and may reinstate the Appellant with or without back pay for such period and in such amounts as the Board determines to be proper. The Governing Board's decision is final.

D. General Matters

Failure to object to a disciplinary action or take other action within the time limitations set forth in this policy shall mean that the employee does not wish to pursue the matter further. Complaints or appeals filed after the expiration of the applicable time limitation shall not be considered.

The filing or pendency of a complaint or appeal pursuant to this policy shall in no way limit or delay action taken by the supervisor or the Superintendent authorized by this policy to take such action.

A complaint relating to minor disciplinary action, suspension without pay for more than ten (10) working days, or dismissal shall not be processed as a grievance.

None of the procedures of this policy shall alter the status of a probationary employee.

This policy does not apply to:

- Any administrative recommendation or decision or Governing Board action, discussion, or consideration involving the non-renewal of an employee.
- Ratings, comments, and recommendations made in the course of an evaluation of a support staff member.
- The decision of the Superintendent to place an employee on administrative leave.
- Counseling of or directives to an employee regarding future conduct.

E. Administrative Leave with Pay

Certain employee infractions or alleged infractions may require an investigation or review by the school or an outside agency (e.g. law enforcement, social services, etc. The Superintendent may place the employee who is the subject of such an investigation or review on administrative leave while the school or outside agency conducts an investigation or review. Employee placed on administrative leave will be with pay or without pay depending on the merits of the consequences. An employee on administrative leave shall remain readily available for assignments and directives from the Superintendent and their supervisor.

Employees that are on administrative leave are still employed and shall be available during the normal work hours and shall follow directives regarding work they should be doing, to participate in the investigation, including being interviewed and any other such reasonable directives. Failure to be readily available and to participate in the investigations and interviews are grounds for disciplinary action up to including termination. A final report of an administrative leave will be filed with the Superintendent.

Nothing in this policy shall preclude the Superintendent from immediately placing an employee on administrative leave with pay pending investigation or implementation of procedures under this section. Administrative leave is not considered a disciplinary action. Any person on administrative leave with pay shall not disrupt the Superintendent's investigation.

F. Non-Renewal

Employees do not have any vested rights to continuing employment or renewal of their contracts. Moreover, the School's decision to non-renew an employee's contract shall not be considered a disciplinary action or adverse action, and an employee shall have no right to grieve or appeal a non-renewal decision.

SECTION XI. EMPLOYEE GRIEVANCES

A. Definitions for Grievances

A *grievance* is a complaint by a School employee alleging a violation or misapplication of any School policy or regulation that directly and specifically governs the employee's terms and conditions of employment. A dismissal, demotion or suspension without pay for more than ten (10) working days is not a grievable matter. A copy of grievance proceedings shall be submitted to the person designated to handle personnel issues.

A *grievant* is any employee of the School filing a grievance.

Terms and conditions of employment means the hours of employment, the application of compensation and fringe benefits, and the application of the employer's personnel policies directly affecting the employee. In the case of classified employees, the above definition does not include educational policies of the School.

A *day* is a working day.

The *immediate supervisor* is the lowest-level administrator having line supervisory authority over the grievant.

B. Grievance Procedures

1. General Provisions

- a. The grievance may be submitted on a standard form provided by the School or in the individual's own format. If the standard form is not used, the grievance must contain all of the information on the form. The grievance must be presented in an original.
- b. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed an acceptance of the decision rendered at that step, and there shall be no further right of appeal. Failure to file a grievance within ten (10) days after the employee knew, or should have known, of the circumstances upon which the grievance is based shall constitute a waiver of that grievance. If no written decision has been rendered by the immediate supervisor within the specified time limit, then the grievant may appeal to the next level.
- c. The filing or pendency of any grievance under the provisions of this policy shall in no way operate to impede, delay, or interfere with the jurisdiction of the Governing Board or the Superintendent to act.
- d. Assignment, reassignment, or transfer of an employee to another position or duties is not grievable beyond the Superintendent unless the Superintendent requests that the Board hear the grievance. The Superintendent may consider such a request to the Board on a case-by-case basis.
- e. For compelling reasons, the Superintendent may expand any of the time limits contained in this policy.

2. Informal Level

Before filing a formal written grievance, the grievant may attempt to resolve the matter by one or more informal conferences with the immediate supervisor. The first of these informal conferences must be conducted within five (5) days after the employee knew,

or should have known, of the act or omission giving rise to the grievance.

3. Formal Level (See Grievance Forms)

Level I.

Within ten (10) days after the employee knew, or should have known, of the act or omission giving rise to the grievance, the grievant must present a formal grievance in writing to the immediate supervisor. See Grievance Form A.

A formal grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, a citation of the specific article, section, and paragraph of the policy or regulation that directly and specifically governs the employee's terms and conditions of employment that are alleged to have been violated, and the specific remedy sought.

The immediate supervisor shall communicate a decision to the employee in writing within five (5) days after receiving the grievance. See Grievance Form B.

Within the above time limits, either party may request a personal conference to attempt to resolve the matter.

Level II.

In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed by the employee or his/her representative to the Personnel Committee, within five (5) days after receipt of the decision. See Grievance Form C.

The appeal shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Personnel Committee shall hold a hearing on the grievance within ten (10) days of receiving the appeal. No attorneys or advocates are permitted to attend or participate in meetings and/or grievance hearings that may be held by the Personnel Committee. The Personnel Committee shall notify the person designated to handle personnel issues, who shall notify the person who will present the position of the administration at the grievance hearing. The Personnel Committee will render a decision by majority vote within five (5) days of the hearing. The Personnel Committee shall forward a recommended resolution to the Superintendent within ten (10) days of the hearing. See Grievance Form D.

Level III.

The Superintendent shall review the recommendation of the Personnel Committee and issue his/her decision within ten (10) days from receipt of the Personnel Committee recommendation. The decision of the Superintendent shall be final. See Grievance Form E.

c. EMPLOYEE GRIEVANCES – Level I (A)

GRIEVANCE FORM A

FORMAL GRIEVANCE

To be completed by grievant within ten (10) working days after the employee knew or should have known of the act or omission giving rise to the grievance.

GRIEVANT: _____

IMMEDIATE SUPERVISOR: _____

SCHOOL: _____

ASSIGNMENT: _____

POLICY OR REGULATION ALLEGED TO HAVE BEEN VIOLATED:

STATEMENT OF GRIEVANCE:

PROPOSED SOLUTION TO THIS MATTER:

Signature of Grievance

CC: Personnel Committee

D. EMPLOYEE GRIEVANCES – Level I (B)

GRIEVANCE FORM B
DECISION OF IMMEDIATE SUPERVISOR

To be completed by grievant within five (5) working days after the employee knew or should have known of the act or omission giving rise to the grievance.

GRIEVANT: _____

DATE OF FOMRAL PRESENTATION: _____

SCHOOL: _____

IMMEDIATE SUPERVISOR: _____

17. My understanding of the grievance is:

18. I (have//have not) met with the grievant to clarify any misunderstanding, discussed his/her suggested solutions, and/or offered another solution(s).

INDICATE DATE, TIME AND DESCRIPTION OF ITEM(S) DISCUSSED:

19. My response or proposed solution to this grievance is:

DATE OF DECISION: _____
SIGNATURE OF IMMEDIATE SUPERVISOR _____

GRIEVANT'S RESPONSE [to be completed by the grievant within five (5) working days after the decision]:

[] I accept the above decision of the immediate supervisor.

[] I hereby refer the above decision to the Personnel Committee with reasons detailing non-acceptable at Level I and any relief sought (Level II)

DATE OF RESPONSE: _____
SIGNATURE OF GRIEVANT _____

CC: Personnel Committee

E. EMPLOYEE GRIEVANCES – Level I (C)

GRIEVANCE FORM C
REFERRAL TO PERSONNEL COMMITTEE

To be completed by grievant within five (5) working days of immediate supervisor's decision.

GRIEVANT: _____

DATE OF FOMRAL PRESENTATION: _____

DATE OF IMMEDIATE SUPERVISOR'S RESPONSE WAS RECEIVED: _____

1. Attached is my grievance dated: _____

2. Attached is my grievance dated: _____

3. I request that this grievance be heard by the Personnel Committee.

20. I do not accept the decision or solution(s) proposed by my immediate supervisor because:

21. My proposed solution is:

DATE OF REFERRAL: _____

SIGNATURE OF GRIEVANT

CC: Supervisor
Personnel Committee

F. EMPLOYEE GRIEVANCES – Level II (D)

GRIEVANCE FORM C
REFERRAL TO PERSONNEL COMMITTEE

To be completed by grievant within five (5) working days of immediate supervisor's decision.

GRIEVANT: _____

DATE OF FOMRAL PRESENTATION: _____

DATE OF IMMEDIATE SUPERVISOR'S RESPONSE WAS RECEIVED: _____

1. Attached is the grievance, the supervisor's response, and the grieving's appeal to the Personnel Committee.

2. This matter was heard by the Personnel Committee on: _____

3. The Personnel Committee's findings are:

4. The Personnel Committee's recommendations is/are:

CC: Grievant
Personnel Committee
Supervisor
Superintendent

G. EMPLOYEE GRIEVANCES – Level III (E)

GRIEVANCE FORM C
DECISION

To be completed by within ten (10) days from receipt of Personnel Committee's recommendation.

GRIEVANT: _____

DATE OF WRITTEN GRIEVANCE: _____

DATE PERSONNEL COMMITTEE'S RECOMMENDATION WAS RECEIVED: _____

1. I have received the recommendation of the Personnel Committee regarding your grievance dated: _____

2. My decision regarding your grievance is:

DATE OF RESPONSE: _____

SUPERINTENDENT OR BOARD
PRESIDENT

CC: Personnel Committee
Supervisor

SECTION XII. MISCELLANEOUS INFORMATION

A. Bulletin Boards

Bulletin boards have been installed to facilitate the postings required by law, and the posting of other business-related material. Personal postings or other notices shall not be placed on bulletin boards except as specifically approved by the Superintendent.

B. Required Postings

The School complies with applicable Federal and State laws and regulations in the posting or publishing of required information. The following notices shall be posted:

1. Federal Required Postings

- Equal Employment Opportunity.
- Fair Labor Standards Act.
- Your Rights Under the Family and Medical Leave Act.
- Job Safety & Health Protection.
- Employee Polygraph Protection Act.
- E-Verify.
- Uniformed Services Employment and Reemployment Rights Act.

2. State Required Postings

- Discrimination is Prohibited in Employment.
- Arizona Worker's Compensation Law.
- Constructive Discharge.
- Work Exposure to Bodily Fluids.
- You Are Covered by Unemployment Insurance.
- Safety and Health Protection on the Job.
- Smoke-Free Arizona Act.

3. Navajo Nation Required Posting

- Navajo Preference in Employment Act.

4. School Required Posting

- Designated School Board member's name.
- School calendar.
- Organizational Chart.

5. Other Postings

- Any other new provision as required by law.

C. Policy Manual

Responsibility

The Superintendent shall be the custodian of the Personnel Manual, and he or she shall maintain the master copy of School's Personnel Policies and Procedures Manual and all

appendices thereto, collectively referred to in this chapter as the manual.

The Superintendent shall coordinate all revisions and additions to the manual. He or she shall also maintain a master list of all person(s) or officer(s) to whom manuals have been issued. He or she shall ensure prompt receipt of all revisions and additions to the manual by all persons or offices having copies of the manual.

The Superintendent shall make decisions regarding interpretation and application of policies and procedures dealt with in the manual.

Procedures for Revision

The Board shall authorize all revisions or additions to the manual.

The Superintendent shall obtain the approval signature of the Board's President for any revision or addition to the manual. The signed revision or addition shall be kept in the master copy file. Approved revisions, in standard manual format, shall be reproduced from the originals, and copies shall be distributed to all current holders of the manual. Each copy of the revision shall carry instructions for removing outdated pages from the manual and inserting the revised pages. Each transmittal memo is to be retained in the back of each manual as a record of the revisions.

The Superintendent shall maintain in the master copy file:

- One copy of all the School Board Resolutions pertaining to the personnel manual.
- One copy of the School Board's minutes of every Board meeting in which manual revisions and/or additions were discussed.
- The master copy of every sheet removed from the manual during a manual revision.
- The master of the instructions for each manual revision.
- A list of all persons to whom revised sheets were distributed for each revision.
- Any other material relating to manual revisions. Agencies, in response to any legal access given by the Superintendent consistent with the confidentiality laws.