

# **PERSONNEL POLICIES AND PROCEDURES**



## **NAATSI'S'AAN COMMUNITY SCHOOL**

APPROVED: January 7, 2025

# TABLE OF CONTENTS

Page

<b>ARTICLE I. INTRODUCTION .....</b>	<b>1</b>
SECTION 1.01 SCHOOL ORGANIZATIONAL CHART (REVISED) .....	1
SECTION 1.02 ORGANIZATION DESCRIPTION .....	2
A. Vision Statement. "Education is the key to endless opportunities." .....	2
B. Philosophy.....	2
C. Student Success Goals: .....	2
D. Services Provided.....	3
E. School History.....	3
F. Organizational Structure .....	4
SECTION 1.03 ENACTMENT AND AMENDMENT .....	4
SECTION 1.04 JURISDICTION .....	5
SECTION 1.05 EMPLOYEE ACKNOWLEDGMENT FORM .....	5
<b>ARTICLE II. PERSONNEL POLICIES.....</b>	<b>6</b>
SECTION 2.01 NATURE OF EMPLOYMENT .....	6
SECTION 2.02 EMPLOYEE RELATIONS .....	6
SECTION 2.03 EQUALITY OF EMPLOYMENT OPPORTUNITIES/NON-DISCRIMINATION/NAVAJO OR INDIAN PREFERENCE .....	6
SECTION 2.04 VETERANS PREFERENCE .....	7
SECTION 2.05 IMMIGRATION LAW COMPLIANCE .....	7
SECTION 2.06 EMPLOYEE PHYSICAL EXAMINATIONS .....	8
SECTION 2.07 ANTI-NEPOTISM .....	8
SECTION 2.08 CONFLICTS OF INTEREST .....	9
SECTION 2.09 FILLING VACANCIES.....	9
SECTION 2.10 HIRING PROCEDURE .....	10
SECTION 2.11 INTERVIEW COMMITTEE.....	13
SECTION 2.12 PRINCIPAL'S RECOMMENDATION .....	14
SECTION 2.13 FINAL APPROVAL .....	14
SECTION 2.14 EMERGENCY APPOINTMENTS .....	14
A. Emergency Certification. ....	14
B. Requirements for an Emergency Classification.....	14
C. Hiring Roster. ....	14
D. Final Decision.....	14
E. Maximum Appointment Period. ....	14
F. Preference. ....	15
G. Pay. ....	15
SECTION 2.15 PROCEDURES FOR BACKGROUND CHECKS, EMPLOYEES INVESTIGATION AND ADJUDICATION ..	15
SECTION 2.16 PREREQUISITES TO BEGINNING WORK .....	16
SECTION 2.17 CERTIFICATIONS, QUALIFICATIONS.....	16
SECTION 2.18 DOCUMENT RETENTION AND DESTRUCTION POLICY .....	17
<b>APPENDIX II-A APPLICATION FOR EMPLOYMENT.....</b>	<b>23</b>
<b>ARTICLE III. EMPLOYMENT STATUS AND RECORDS .....</b>	<b>30</b>
SECTION 3.01 EMPLOYMENT CLASSIFICATION/CATEGORIES.....	30
SECTION 3.02 PROBATIONARY PERIOD.....	31
SECTION 3.03 VOLUNTEERS.....	32
SECTION 3.04 EMPLOYMENT REFERENCE CHECKS.....	32
SECTION 3.05 PERSONNEL DATA CHANGES/UPDATES .....	33
SECTION 3.06 ACCESS TO PERSONNEL FILES.....	33

SECTION 3.07	NON-DISCLOSURE .....	33
SECTION 3.08	EMPLOYMENT APPLICATIONS .....	34
SECTION 3.09	PERFORMANCE EVALUATION .....	34
A.	<i>Policy.</i> .....	34
B.	<i>Evaluation Periods.</i> .....	34
C.	<i>Performance Standards.</i> .....	34
D.	<i>Deficiencies.</i> .....	34
E.	<i>Administration.</i> .....	35
F.	<i>Principal.</i> .....	35
G.	<i>Employee Comments.</i> .....	35
SECTION 3.10	POSITION DESCRIPTIONS .....	35
SECTION 3.11	CONTRACT RENEWAL/NONRENEWAL .....	35
SECTION 3.12	ONE-TIME BONUS COMPENSATION POLICY .....	33
SECTION 3.13	TUITION REIMBURSEMENT .....	37

**APPENDIX III-A CONSENT AND WAIVER TO CONDUCT BACKGROUND CHECKS .....**ERROR!  
 BOOKMARK NOT DEFINED.

**APPENDIX III-B NOTICE OF CONTRACT OFFER AND FORM FOR ACCEPTING CONTRACT  
 OFFER .....** ERROR! BOOKMARK NOT DEFINED.

**ARTICLE IV. MANAGEMENT OF THE WORK FORCE..... 47**

SECTION 4.01	REGULAR HOURS OF WORK .....	47
A.	<i>ADMINISTRATIVE ASSIGNMENTS.</i> .....	47
B.	<i>ACTING STATUS ASSIGNMENT</i> .....	48
C.	<i>DELEGATION OF SUPERVISORY AUTHORITY.</i> .....	49
SECTION 4.02	DRESS CODE.....	50
SECTION 4.03	ATTENDANCE AND PUNCTUALITY .....	50
SECTION 4.04	ABSENCES .....	51
SECTION 4.05	ABSENCE WITHOUT LEAVE/LATENESS .....	51
SECTION 4.06	OUTSIDE NAATSSISCHOOL EMPLOYMENT .....	52
SECTION 4.07	HEALTH STANDARDS .....	52
SECTION 4.08	CHAIN OF COMMAND .....	52
SECTION 4.09	TRAINING .....	52
SECTION 4.10	NEW EMPLOYEE ORIENTATION .....	53
SECTION 4.11	TIMEKEEPING .....	54
SECTION 4.12	PAYDAYS.....	54
SECTION 4.13	PAY DEDUCTIONS AND SETOFFS .....	54
SECTION 4.14	SAFETY.....	55
SECTION 4.15	REST AND MEAL PERIODS .....	55
SECTION 4.16	OVERTIME/ FIELD TRIPS.....	56
SECTION 4.17	EMERGENCY CLOSURE/EVACUATION .....	57
SECTION 4.18	USE OF EQUIPMENT AND VEHICLES .....	58
SECTION 4.19	BUSINESS TRAVEL EXPENSES .....	60
SECTION 4.20	CREDIT CARDS .....	62
SECTION 4.21	CONTROL AND RETURN OF PROPERTY .....	64
SECTION 4.22	KEYS POLICY .....	65
SECTION 4.23	SECURITY INSPECTIONS .....	65
SECTION 4.24	TELEPHONE POLICY .....	65
SECTION 4.25	MONTHLY REPORTS .....	66
SECTION 4.26	STAFF MEETINGS .....	66
SECTION 4.27	FAMILY/PERSONAL MATTERS/GOSSIP .....	66
SECTION 4.28	VIOLENCE IN THE WORKPLACE.....	67
SECTION 4.39	POLITICAL ACTIVITIES .....	67
SECTION 4.30	STIPENDS.....	68

SECTION 4.31	PERSONAL PROPERTY .....	68
SECTION 4.32	BREAST-FEEDING IN THE WORKPLACE .....	69
<b>ARTICLE V. EMPLOYEE BENEFITS PROGRAMS.....</b>		<b>71</b>
SECTION 5.01	EMPLOYEE BENEFITS .....	71
SECTION 5.02	BENEFITS CONTINUATION (COBRA).....	71
SECTION 5.03	WORKERS' COMPENSATION INSURANCE .....	72
SECTION 5.04	ANNUAL LEAVE AND UNDESIGNATED LEAVE .....	72
SECTION 5.05	HOLIDAYS .....	73
SECTION 5.06	DECLARING AND GRANTING PERSONNEL EMERGENCY LEAVE.....	74
SECTION 5.07	ADMINISTRATIVE REASSIGNMENT WITH PAY DUE TO INFRACTION OR ALLEGED INFRACTION ...	75
SECTION 5.08	JURY DUTY.....	75
SECTION 5.09	WITNESS DUTY .....	76
SECTION 5.10	FAMILY AND MEDICAL LEAVE ACT (FMLA) .....	76
SECTION 5.11	LEAVE WITHOUT PAY .....	76
SECTION 5.12	MILITARY LEAVE (NATIONAL GUARD).....	77
SECTION 5.13	401(K) PLAN.....	77
<b>ARTICLE VI. STANDARDS OF CONDUCT .....</b>		<b>79</b>
SECTION 6.01	MANAGEMENT/SUPERVISORY STANDARDS .....	79
SECTION 6.02	STANDARDS OF CONDUCT FOR ALL EMPLOYEES .....	80
SECTION 6.03	EMPLOYEE PROPRIETY .....	83
SECTION 6.04	CONSENSUAL AMOROUS RELATIONSHIPS .....	83
SECTION 6.05	DRUG-FREE WORKPLACE .....	84
SECTION 6.06	NOTICE TO EMPLOYEES.....	85
SECTION 6.07	PROCEDURE UPON RECEIVING NOTICE OF DRUG ABUSE CONVICTION .....	85
SECTION 6.08	DRUG AWARENESS PROGRAM .....	86
SECTION 6.09	CONTROLLED SUBSTANCE AND ALCOHOL .....	87
SECTION 6.10	SMOKING/CHEWING TOBACCO/ CONTROLLED SUBSTANCES .....	87
SECTION 6.11	ILLICIT MESSAGES .....	88
SECTION 6.12	COMMUNITY STANDARDS .....	88
SECTION 6.13	MOTOR VEHICLE OPERATION .....	88
SECTION 6.14	ANTI-HARASSMENT POLICY .....	94
<b>APPENDIX VI-A DISCRIMINATION/HARASSMENT REPORT FORM.....</b>		<b>100</b>
SECTION 6.16	CHILD ABUSE DETECTION, REPORTING, PREVENTION .....	102
SECTION 6.17	EMPLOYEE SOCIAL MEDIA POLICY .....	112
<b>APPENDIX VI-B DRUG-FREE WORKPLACE NOTICE TO EMPLOYEES .....</b>		<b>116</b>
<b>ARTICLE VII. DISCIPLINARY PROCEDURE.....</b>		<b>117</b>
SECTION 7.01	DISCIPLINARY ACTION .....	117
SECTION 7.02	APPEALS PROCEDURE .....	120
SECTION 7.03	GRIEVANCE PROCEDURE.....	123
<b>APPENDIX VII-A GRIEVANCE FORMS.....</b>		<b>128</b>
<b>ARTICLE VIII. TERMINATION OF EMPLOYMENT .....</b>		<b>133</b>
SECTION 8.01	VOLUNTARY TERMINATION (RESIGNATION).....	133
SECTION 8.02	INVOLUNTARY TERMINATION (DISMISSAL OTHER THAN LAYOFF/REDUCTION-IN-FORCE) .....	134
SECTION 8.03	LAYOFF/REDUCTION-IN-FORCE .....	136
SECTION 8.04	REINSTATEMENT .....	139
SECTION 8.05	JOB ABANDONMENT.....	139
<b>ARTICLE IX. PROCUREMENT .....</b>		<b>140</b>

SECTION 9.01	ADOPTION OF THE SUPER CIRCULAR, 2 C.F.R. 200 <i>ET SEQ.</i> .....	140
SECTION 9.02	DUTY TO BE INFORMED OF RULES AND REGULATIONS .....	140
SECTION 9.03	COMPLIANCE WITH THE MANUAL .....	140
SECTION 9.04	PROHIBITED CONTRACTS .....	140
SECTION 9.05	PROCUREMENT RECORDS.....	141
SECTION 9.06	PROPERTY MANAGEMENT RECORDS.....	141
SECTION 9.07	PROCUREMENT STANDARDS .....	141
SECTION 9.08	CONTRACT STANDARDS.....	142
SECTION 9.09	NAVAJO AND INDIAN PREFERENCE .....	143
SECTION 9.10	PURCHASING PROCEDURES FOR PURCHASES LESS THAN \$20,000.....	143
A.	<i>Purchase Orders</i> .....	143
B.	<i>Definitions</i> .....	143
C.	<i>Requisition Process</i> .....	144
D.	<i>Purchase Order Process</i> .....	146
E.	<i>Receiving Process for Goods Procured</i> .....	147
SECTION 9.11	ADVERTISED PROCUREMENT PROCEDURES .....	149
A.	<i>General Statement of Process</i> .....	149
B.	<i>Advertised Procurement by Sealed Bids</i> .....	150
C.	<i>Procurement by Competitive Proposals</i> .....	151
SECTION 9.12	EMERGENCY PROCUREMENT BY NON-COMPETITIVE PROPOSAL .....	151
SECTION 9.13	CONSTRUCTION AND FACILITY IMPROVEMENT PROCUREMENT/ACCEPTANCE OF REGULATION .....	152
SECTION 9.14	PROCUREMENT OTHER THAN THROUGH PURCHASE .....	152
SECTION 9.15	SUSPENSION AND DEBARMENT.....	150
<b>ARTICLE X. MANAGEMENT AND DISBURSEMENT OF PROPERTY .....</b>		<b>153</b>
SECTION 10.01	PROPERTY MANAGEMENT.....	153
SECTION 10.02	APPLICABILITY .....	153
SECTION 10.03	INVENTORY .....	153
SECTION 10.04	GENERAL PURPOSE OF THE PROPERTY MANAGEMENT SYSTEM .....	153
SECTION 10.05	TYPE OF PROPERTY TO BE TRACKED.....	154
SECTION 10.06	RECORDS AND INTERNAL CONTROLS .....	154
SECTION 10.07	MAINTENANCE .....	154
SECTION 10.08	FEDERAL PROPERTY.....	154
SECTION 10.09	PROPERTY RECEIVING.....	155
SECTION 10.10	FOOD AND PERISHABLE PROPERTY .....	156
SECTION 10.11	HAZARDOUS PROPERTY .....	156
SECTION 10.12	INVENTORY SYSTEM .....	156
SECTION 10.13	ANNUAL INVENTORY .....	157
SECTION 10.14	DUTIES OF CUSTODIAN .....	158
SECTION 10.15	RESPONSIBILITY OF DEPARTMENT HEAD.....	159
SECTION 10.16	DETERMINATION OF VALUE OR COST OF REPAIR OF LOST, STOLEN, OR DAMAGED PROPERTY	159
SECTION 10.17	DUTIES OF DEPARTMENT HEAD .....	159
SECTION 10.18	STORAGE AND DISPOSAL OF PROPERTY .....	159
SECTION 10.19	DEVELOPMENT OF SPECIFIC PROCEDURES .....	160
SECTION 10.20	APPROVAL OF SPECIFIC PROCEDURES.....	161
SECTION 10.21	AMENDMENT OF SPECIFIC PROCEDURES.....	161
<b>ARTICLE XI. FUND BALANCE POLICY IN ACCORDANCE WITH GASB NO. 54 .....</b>		<b>162</b>
SECTION 11.01	PURPOSE.....	162
SECTION 11.02	GENERAL STATEMENT OF POLICY .....	162
SECTION 11.03	DEFINITIONS.....	162
SECTION 11.04	CLASSIFYING FUND BALANCE AMOUNTS .....	163
SECTION 11.05	MINIMUM FUND BALANCE.....	163

SECTION 11.06	ORDER OF RESOURCE USE .....	163
SECTION 11.07	COMMITTING FUND BALANCE .....	164
SECTION 11.08	ASSIGNING FUND BALANCE.....	164
SECTION 11.09	REVIEW .....	164
<b>ARTICLE XII. ACCOUNTING PROCEDURES .....</b>		<b>165</b>
SECTION 12.01	GENERAL ACCOUNTING POLICY .....	165
SECTION 12.02	RETENTION OF RECORDS.....	165
SECTION 12.03	APPLICABLE REGULATIONS .....	165
SECTION 12.04	MINIMUM GENERAL STANDARDS .....	165
SECTION 12.05	SCHOOL BANK POLICIES .....	167
A.	<i>School Bank General Policies</i> .....	167
B.	<i>Accounting</i> .....	168
C.	<i>Activity Accounting Guidelines</i> .....	168
D.	<i>Audit</i> .....	169
SECTION 12.06	WHISTLEBLOWER POLICY .....	170
SECTION 12.07	CONFLICTS OF INTEREST POLICY .....	171
<b>ARTICLE XIII. FRAUD POLICY .....</b>		<b>172</b>
SECTION 13.01	BACKGROUND.....	172
SECTION 13.02	SCOPE OF POLICY .....	172
SECTION 13.03	POLICY .....	172
SECTION 13.04	ACTIONS CONSTITUTING FRAUD.....	172
SECTION 13.05	INVESTIGATION RESPONSIBILITIES.....	173
SECTION 13.06	CONFIDENTIALITY .....	173
SECTION 13.07	REPORTING PROCEDURES.....	173
SECTION 13.08	TERMINATION .....	174
SECTION 13.09	ADMINISTRATION.....	174
<b>ARTICLE XIV. INVESTMENT POLICY.....</b>		<b>175</b>

**ARTICLE I. INTRODUCTION**

Section 1.01      **School Organizational Chart (Revised)**

Insert current Organizational Chart.

1 Section 1.02 **Organization Description**

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A. Vision Statement. “Learn Today, Lead Tomorrow”

B. Philosophy. The School believes that:

1. We believe in a shared commitment among all stakeholders, who in our small community have close clan relationships with one another, which will be acknowledged through the school community to revitalize and stabilize the continuance of Navajo Culture and Language through daily facilitation as aligned with the Navajo Nation Diné Standards.
2. We believe in a shared commitment among all stakeholders to sustain high morale through Ké to create positive relationships with students and all stakeholders, which are essential for positive student academic achievements.
3. We believe in a shared commitment among all stakeholders that students learn in different ways and should be provided with a variety of instructional approaches to support their learning using Ké and Diné teaching and language.
4. We believe in a shared commitment among all stakeholders that our students will use current technology to prepare students for college and careers that will position them to compete.
5. We believe in a shared commitment among all stakeholders that our students should become independent thinkers learning with the support of qualified staff.

Mission Statement: “The Naatsis’Aan Community School will empower our students to be curious about seeking a relevant and meaningful education foundation, so they can become life-long learners.”

Naatsis’Aan gi kedahatínigíí a eził ádaa nizin dóó łih góó biimitsakes bilhahoditehgo dóó olta bin’diie bitsa’slei dóó ina łinigił hool’áagoo binitasakees hadaltego yee ina ídoolíł

C. Student Success Goals:

1. By May 2026, each student grade in kindergarten through 8<sup>th</sup> grade will have a growth level of 50 percentile in reading and math. We will continue parental involvement through May 2026. Check against the BIE Smart goal.



1 Based on 2023-2024 low student achievement and performance outcomes  
2 for consecutive years continue the educational consultants to provide school  
3 support services.  
4

5 2. To achieve 75 enrollments for 2024-2025 and address student truancy.

6 3. We will recognize staff performance at 10% growth and attendance.

7 4. We will recognize student academic achievement at 10% growth and  
8 attendance.

9 5. We will continue diligently exercising CDC guidelines on COVID-19 and  
10 related variants.

11  
12 D. Services Provided.

13  
14 Residential: The school provides residential and educational services for K-8<sup>th</sup> grade students from  
15 several surrounding Navajo Communities. Students reside in the dormitories while attending  
16 classes and receiving educational instruction at the school. After-school tutoring is also provided.  
17

18  
19 Medical Referral Services: In conjunction with the Utah Navajo Health System other medical  
20 centers will acquire specialized needs for students.  
21

22 E. School History.

23  
24 The Navajo Mountain Boarding School started in the early 1930s with a handful of Navajo students  
25 living in a Hogan and wear traditional Navajo outfits. By 1934 the Bureau of Indian Affairs and  
26 the Civil Conservation Corps began constructing the natural stonewall hogans with pine logs that  
27 were harvested from the base of the mountain. The logs were hauled down with wagons and a  
28 team of horses, which were used for roofing the structures and covered with packed mud. The  
29 octagons were used for classrooms, kitchen, dining room, teacher, and staff quarters for over thirty  
30 years. Also, separate bathrooms were established for boys and girls. Later, a power plant house,  
31 student quarters, and a coal house were added to the campus. The small school served kindergarten  
32 to second grade with about thirty (30) students. Many successful students came through this  
33 landmark educational institution to become doctors, prosecutors, attorneys, college professors,  
34 tribal leaders, nurses, and future educators.  
35

36 In the 1960s the student population increased the need for a bigger facility even though the school  
37 was a feeder school to Tuba City Boarding School and border town schools and dormitories like  
38 Flagstaff and Richfield. Leaving behind the former assimilative boarding school model, the new  
39 concept to strive and serve the students and community was that students needed immediate  
40 parental support which will enhance their educational pursuit when they are closer to their home  
41 base. In this perspective, a groundbreaking ceremony was performed in 1964 for a new modern  
42 school at the east base of Little Begay Mountain with a majority of local residents coming to  
43 witness the occasion.

1  
2 The key purpose was to increase parent participation in school settings on behalf of their children  
3 and to create employment for local practitioners. Presently, the Naatsis’Aan Community School is  
4 recognized as a Public Law 100-297 Grant School by the Division of Dine Education (DODE) of  
5 the Navajo Nation with three (3) Board of Directors elected by the Navajo Mountain community.  
6 The Naatsis’Aan Community School enrollment fluctuates between 80-100 students; some are in  
7 residential program settings and others are bused in daily. Not only does the school serve the local  
8 students, but also reaches out to surrounding Navajo Communities to serve Navajo students. Next  
9 to Naatsis’Aan Community School is Navajo Mountain High School operated by San Juan School  
10 District in the State of Utah. Many of the students are promoted to Navajo Mountain High School  
11 after they complete their eighth-grade education at the community school. Currently, the  
12 community school serves students from kindergarten to eighth grade who continue their education  
13 at other schools that provide higher school education.

14  
15 F. Organizational Structure.

16  
17 The Navajo Nation Board of Election Supervisors recognizes Navajo Nation Chapters from which  
18 representatives are elected to serve on the local Board. The Board provides and establishes policies  
19 for operation and maintenance, plus leadership to the school. The administration staff provides  
20 technical expertise and is responsible for the day-to-day operation of the school.

21  
22 The Board employs a school principal to provide directions and manage the day-to-day operations  
23 of the school. The Board also employs supporting staff to assist the principal in carrying out the  
24 established goals and objectives.

25 Section 1.03 **Enactment and Amendment**

26  
27 The Naatsis’Aan Community School, Inc., Policies and Procedures Manual (hereinafter  
28 “Manual”) shall be effective immediately after the adoption by the Board, or at such time as  
29 approved by the Board, and shall be distributed to Board members and employees. All employees  
30 are expected to follow this manual and any amendments thereto, as it becomes effective. Duly  
31 enacted amendments will replace former policies and procedures at the time they are enacted, and  
32 they will become part of the employee’s employment contract with the school.

33  
34 Any proposed amendments to this policy and procedure can be assigned by the Board to  
35 the Principal for other staff to develop appropriate language including legal review.

36  
37 The Board may publish the text of the proposed amendments in its minutes and by posting  
38 notice of said amendments. The Board shall set a date and time for final consideration of said  
39 amendment not less than ten (10) calendar days after said publication. Staff and other persons may  
40 submit comments upon proposed amendments before final adoption by the Board. If, in the  
41 Board’s opinion, time does not permit a review, the Board may enact an amendment to the policy  
42 without the ten (10) day posting period and declare the amended policy effective immediately.

43  
44 An amendment to the Manual adopted by the Board shall become effective immediately  
45 upon the Board enacting an amendment, or at such other time as the Board approves. Copies of

1 the amendments will be distributed to all staff members by flash drive and posted at the School to  
2 notify all employees and the general public of the policy change.

3  
4 In this Manual, all references to the “School” shall mean Naatsis’Aan Community School,  
5 Inc., and all references to the “Board” shall mean the duly elected and Certified Naatsis’Aan  
6 Community School Board Members.

7  
8 **Section 1.04 Jurisdiction**

9  
10 Any legal matters and employment agreements shall be determined according to and in  
11 accordance with the laws of the Navajo Nation, and the Navajo Nation Courts shall have sole  
12 jurisdiction over any such disputes. Any employee aggrieved must first exhaust the administrative  
13 due process provided in the Manual before seeking any relief in the Navajo Nation Court or the  
14 court of any other jurisdiction.

15 **Section 1.05 Employee Acknowledgment Form**

16  
17 The Policy Manual contains important information about the Naatsis’Aan Community  
18 School, Inc. I understand that I should consult with my supervisor regarding any questions not  
19 answered in the Manual.

20  
21 Since the information, policies, and procedure plus benefits described here are necessarily  
22 subject to change; I acknowledge that revisions to the Manual may occur. All such changes will  
23 be communicated through official notices, and I fully understand that revised information may  
24 supersede, modify, or eliminate existing policies and/or procedures. Only the Board has the ability  
25 to adopt any revisions to the policies in this Manual.

26  
27 I have received the Manual electronically via email, in its entirety and I understand that it  
28 is my responsibility to read and comply with the policies contained in this Manual and any  
29 revisions made to it.

30 I have read, acknowledge, and understand the electronic Personnel Policies and Procedures  
31 Manual, and any revisions of it, will become part of my employment contract with the school.

32  
33  
34  
35  
36 \_\_\_\_\_  
EMPLOYEE’S SIGNATURE

\_\_\_\_\_  
DATE

37  
38  
39  
40  
41 \_\_\_\_\_  
EMPLOYEE’S NAME (TYPED OR PRINTED)

1 **ARTICLE II. PERSONNEL POLICIES**  
2

3 Section 2.01 **Nature of Employment**  
4

5 This Manual is intended to provide employees with a general understanding of the school’s  
6 personnel policies. Employees are required to familiarize themselves with the contents of this  
7 Manual, for it will answer many common questions concerning employment with the school.  
8

9 This Manual cannot anticipate every situation or answer every employment question. This,  
10 however, is intended to be the guide to the Board and the employee and is to be considered a part  
11 of the employment contract. It is understood by employees and employers that the Manual may  
12 be amended from time to time by the Board. The employee shall be notified of any modifications  
13 to the Manual and are expected to follow the modification to the Manual as adopted by the Board.  
14 Any modifications to the Manual will become immediately part of the employment contract.  
15

16 To retain necessary flexibility in the administration of policies and procedures, the Board  
17 reserves the right to change, revise, or eliminate any of the policies and/or benefits described in  
18 this Manual. The only recognized deviations from the stated policies are those authorized by Board  
19 action.  
20

21 Section 2.02 **Employee Relations**  
22

23 The school believes that the working conditions, wages, and benefits it offers to its  
24 employees are competitive with those offered by other similar employers within the regional area.  
25 If employees have concerns about the working environment are strongly encouraged to voice their  
26 concerns in writing directly to their immediate supervisors. The Board highly encourages any  
27 internal disputes to apply internal conflict- resolution, rather than, pursuing outside mediation.  
28

29 Section 2.03 **Equality of Employment Opportunities/Non-Discrimination/Navajo or**  
30 **Indian Preference**  
31

32 The school is committed to a policy of non-discrimination relative to race, sex, age, religion,  
33 disability, and national and/or ethnic backgrounds with the exceptions provided to “Indians” under  
34 federal law and the preferences set forth under the Navajo Preference in Employment Act as it  
35 may be amended, and as Navajo and/or federal law may otherwise direct. It is the policy of the  
36 school, in all employment decisions, to give preference first to qualified Navajo persons, and  
37 secondly, to qualified Native American, Alaskan, or Hawaiian Indigenous. Further, it is the policy  
38 of the school to provide for Navajo or Native American, Alaskan, or Hawaiian indigenous  
39 employment whenever possible, consistent with the operation of a high-quality educational  
40 program. Accordingly, the Board will undertake active recruitment efforts to locate qualified  
41 Navajo applicants for all vacancies. Similarly, active efforts will be undertaken to notify Navajo  
42 employees of opportunities for promotion and training. However, notwithstanding the foregoing,

1 the school shall be free to select the most effective and best-qualified individual for any given  
2 position.

3  
4 With the above-noted qualifications, the school is an equal opportunity employer and  
5 complies with the employment requirements of the Navajo Nation and the United States Federal  
6 Government.

7  
8 **Section 2.04 Veterans Preference**

9  
10 The school does provide a hiring preference for veterans. The term veteran means any  
11 person who has served at least 181 consecutive days of active duty in the armed forces, and who  
12 has received an honorable discharge. Active duty for training or inactive duty by National Guard  
13 or Reserve members of the military does not qualify as “active duty” for this preference and shall  
14 not be considered active duty for purposes of this policy. As defined in 5 U.S.C. § 2101(2) as it  
15 may be modified, “armed forces” means the Army, Navy, Air Force, Marine Corps, and Coast  
16 Guard.

17  
18 The purpose of this policy is to aid veterans in making a transition into civilian employment  
19 and is, in part, a recognition of the veterans’ sacrifice and to prevent veterans seeking employment  
20 from being penalized for their time in military service. This policy recognizes the economic loss  
21 suffered by citizens who have served their country in uniform, restores veterans to a favorable,  
22 competitive position for employment, and acknowledges the larger obligation owed to veterans.

23  
24 Veterans requesting preference relative to employment with the school must indicate they  
25 are requesting the preference in their employment application and attach a copy of their DD214  
26 discharge papers at the time of submitting their employment application. Veterans who have  
27 completed all phases of the application process and who otherwise qualify for a position for which  
28 they are applying shall be given a veteran’s preference in the selection process by adding five  
29 additional points to their application score. The additional five points are the extent of the  
30 veteran’s preference that is to be given by the school.

31  
32 Notwithstanding the foregoing, the school retains the right and discretion to hire the  
33 candidate it deems most beneficial to the school.

34 **Section 2.05 Immigration Law Compliance**

35  
36 The school is committed to employing only individuals who are authorized to work in the  
37 United States and does not unlawfully discriminate based on citizenship or national origin and  
38 creed.

39  
40 In compliance with the Immigration Reform and Control Act of 1986, as it may be amended  
41 and other applicable immigration and workers control acts, each new employee, as a condition of  
42 employment, must complete the Employment Eligibility Verification Form I-9 and present  
43 documentation establishing identity and employment eligibility. Former employees who are

1 rehired must also complete the form if they have not completed an I-9 with the School within the  
2 past three years, or if their previous I-9 is no longer retained or valid.

3  
4 Employees with questions or seeking more information on immigration law issues are  
5 encouraged to contact the Business Manager. Employees may raise questions or complaints about  
6 immigration law compliance without fear of reprisal.  
7

## 8 Section 2.06 Employee Physical Examinations

9  
10 The school shall require all employees to undergo an annual physical examination  
11 beginning the school year 2024-2025 for the purpose of insurance liability, within 60 days of  
12 employment and/or at any time that the school questions the employee's ability to perform his or  
13 her assigned duties, or questions whether the employee may be a direct threat for the health or  
14 safety of the students and employees.

## 15 Section 2.07 Anti-Nepotism

16  
17 The employment of relatives in the same area of an organization may cause serious  
18 conflicts and problems with favoritism and employee morale. In addition, to claims of partiality  
19 in treatment at work, personal conflicts from outside the work environment can be carried into  
20 day-to-day working relationships. These situations have the potential to impact the work  
21 environment and will be avoided whenever possible. The school reserves the option to make any  
22 changes necessary to promote a harmonious work environment.  
23

24 Relatives of persons employed by the School may be hired only if they will not be working  
25 directly for or supervising a relative. School employees cannot be transferred into such a reporting  
26 relationship.  
27

28 If the relative relationship is established after employment, the most recently hired  
29 individual will be relieved from employment or reassigned to another department or position.  
30

31 A Governing Board member and his/her immediate family members (spouses, parents,  
32 children, brothers, or sisters) who reside within his/her household, cannot be hired, or retained by  
33 the school.  
34

35 For the purposes of this policy, relatives are defined as immediate family members, who  
36 include spouses (including common-law), parents, children, brothers, and sisters to include Diné  
37 Ké kinship.  
38

39 This policy will apply for summer or part-time work as well as for full-time employment.  
40

41 All employees are expected to conduct themselves in a professional manner and will not  
42 intervene or become involved with employment issues pertaining to their relatives who are also  
43 employed by the school.  
44

1 See also Section 2.08, Conflicts of Interest.  
2

3 **Section 2.08 Conflicts of Interest**

4  
5 Employees have an obligation to conduct business within guidelines that prohibit actual or  
6 potential conflicts of interest. The purpose of this policy is to provide employees with clarification  
7 on issues of acceptable standards of conduct regarding relatives and transactions with outside firms  
8 and individuals.  
9

10 The actual or potential conflict of interest occurs when an employee is in a position to  
11 influence a decision that may result in a personal gain for that employee or a relative of that  
12 employee. For the purposes of this policy, a relative is a person who is defined as a relative under  
13 the School’s Anti-Nepotism Policy (Section 2.07).  
14

15 A dependent of a Board member (a person for whom more than half of whose support is  
16 obtained from a Board member) cannot be hired by the school except upon full consent of the  
17 Board Members. Neither a Board member nor their spouse or person who lives with a Board  
18 member, as explained in Section 2.07, may be hired, or retained by the School Board.  
19

20 School business dealings with outside firms shall not result in personal financial gains for  
21 any employee or his or her relatives to include the Dine Ké clanship (see Section 2.07- Anti-  
22 Nepotism). An employee who has, or who’s relative has a substantial personal interest in any  
23 decision of the school, shall make known this interest in the official records of the school and shall  
24 refrain from participating in or influencing the School’s position on any matter as an employee in  
25 such a decision. Personal gain may result not only in cases where an employee or relative has  
26 significant ownership of a firm with which the school does business but also when an employee  
27 or relative receives any kick-back, bribe, substantial gift, or special consideration as a result of any  
28 transaction or dealings involving the school. All transactions that can be interpreted to involve  
29 personal financial gain shall require specific Governing Board approval.  
30

31 No employee of the school shall accept gifts from any persons, group, or entity doing or  
32 desiring to do, business with the school. The acceptance of any business-related gratuity is  
33 specifically prohibited, except for widely distributed, advertising items of nominal value.  
34  
35

36 **Section 2.09 Filling Vacancies**

37  
38 A. Employment Applications. NCSI relies upon the accuracy, completeness, and  
39 truthfulness contained in employment applications and other documents submitted therewith. An  
40 application must be completed and submitted along with any other documents as required. If  
41 recommended for hire, it is the responsibility of the applicant to pay a non-refundable fee, via  
42 money order, to begin the background check process for federal fingerprinting. Any  
43 misrepresentations, falsifications, or material omissions provided by an applicant or employee in  
44 any of this information or data may result in exclusion of the individual from further consideration  
45 for employment or, if the person has been hired, termination of employment. Unsolicited

1 applications will not be accepted. Applications will be discarded at the end of a 12-month period,  
2 after the position has been filled.

3  
4 B. In consultation between the Business Manager and Business Technician determines  
5 fund availability and vacancy; recommends to the principal the need to expend the funds and to  
6 fill the vacancy. The principal shall recommend to the board the findings of available fund  
7 resources to fill certain vacant positions.

8  
9 C. Reassignment. The Principal is authorized to make in-house reassignments not to  
10 exceed one hundred twenty (120) days based upon an employee's request or based on the needs of  
11 the school and will be submitted to the board for approval. Upon completion of the first 120 days  
12 the Principal will have the option of implementing the second 120 days reassignment. (See  
13 Performance Evaluation: Section 3.09 B). All reassignments will be documented in writing and  
14 signed by both the employee and principal.

15  
16 D. Former employees released from the school will not be considered for reemployment.

17 Section 2.10 **Hiring Procedure**

18  
19 When a vacancy occurs, the Principal and Business Manager shall take the following steps:

20  
21 A. Obtain or develop a Job Description for all positions associated with the school and  
22 present to the principal. The principal recommends to the board for  
23 approval/disapproval.

24 B. Establish, with the approval of the principal, opening dates for submission of  
25 applications and a timeline for the hiring procedure.

26 C. Identify and recommend in-house employees qualified for promotional  
27 opportunities in the event of any job openings.

28 D. Advertise job vacancies as required at 15 N.N.C. § 604(B), locally, in a newspaper,  
29 on a radio station, and on the BIE and NCSI website.

30 E. Make applications available at Naatsis' Aan Community School and on the school  
31 website.

32 F. Screen or examine applications on file for qualified applicants and submit a list of  
33 qualified applicants to the principal. Qualified applicants meet the minimal  
34 requirements outlined in the Position Description and Manual. A record of all  
35 applications for each vacancy shall be kept for twelve (12) months from the date  
36 the position is filled, or if not filled, from the date of advertising. All applicants are  
37 subject to character/background clearance.

38 G. Business Manager must make reference calls to all qualified applicants who meet  
39 the proper background for the position applied for.



- 1 H. Schedule the qualified applicant(s) for an interview with the interview committee.  
2 The interview committee and principal will make recommendations to the Board  
3 for hiring.  
4
- 5 I. The board authorize the principal to make a contract offer to qualified applicant.  
6
- 7 J. Orientate all new employees on School Personnel Policies and Benefits.  
8
- 9 K. Perform fingerprinting and background checks as set forth below:  
10
- 11 1. All applicants offered employment (including volunteers and trainers)  
12 having control over students shall **first** successfully complete a fingerprint  
13 and background check as required by the Indian Child Welfare and Family  
14 Violence Prevention Act at 25 U.S.C. § 3201 *et seq.*, including compliance  
15 with 25 C.F.R. § 63.10 *et seq.*, the Crime Control Act of 1990 at 42 U.S.C.  
16 § 13041 and all amendments and regulations, prior to employment and/or  
17 prior to control over students as set forth by the Federal, State, and Navajo  
18 Nation. Applicants for all staff positions shall, along with their certification,  
19 present a current fingerprint clearance card. All employees and volunteers  
20 shall complete fingerprint/background checks every five (5) years.  
21 Employment with the School is contingent upon the results of the  
22 fingerprint check or maintenance of the certificate or license, which satisfies  
23 the fingerprinting requirement.  
24
- 25 2. All applicants must sign, an acknowledgment that they have not been  
26 arrested, convicted of, or are awaiting trial on the crimes identified in Policy  
27 2.10 and/or the laws noted therein. This document must be signed under  
28 oath and penalty of perjury. See the attached application in Appendix A.  
29 Prospective employees shall certify in a sworn statement that they are not  
30 awaiting trial and have never been convicted of or admitted in open court  
31 or pursuant to a plea agreement of committing any criminal offenses in this  
32 state or any other jurisdiction as specified below:  
33
- 34 a) Sexual abuse of a minor  
35 b) Incest  
36 c) First or second-degree murder  
37 d) Kidnapping  
38 e) Arson  
39 f) Sexual assault  
40 g) Human Trafficking  
41 h) Sexual exploitation of a minor  
42 i) Felony offenses involve contributing to the delinquency of a minor.

- 1 j) Commercial sexual exploitation of a minor
- 2 k) Felony offenses involving the sale, distribution, or transportation of,
- 3 offer to sell, transport, or distribute or conspiracy to sell, transport,
- 4 or distribute marijuana or dangerous or narcotic drugs or controlled
- 5 substances.
- 6 l) Felony offenses involving the possession or use of marijuana,
- 7 dangerous drugs narcotic drugs, or other controlled substances.
- 8 m) Misdemeanor offenses involve the possession or use of marijuana,
- 9 dangerous drugs, or other controlled substances.
- 10 n) Burglary in the first degree
- 11 o) Burglary in the second or third degree
- 12 p) Aggravated or armed robbery
- 13 q) Robbery
- 14 r) A dangerous crime against children as defined in A.R.S.
- 15 § 13-604.01.
- 16 s) Child abuse
- 17 t) Sexual conduct with a minor
- 18 u) Molestation of a child
- 19 v) Voluntary manslaughter
- 20 w) Aggravated assault
- 21 x) Assault
- 22 y) Exploitation of minors, involving drug offenses
- 23 z) Any crime involving a child, violence, sexual assault, sexual
- 24 molestation, sexual exploitation, sexual contact or prostitution,
- 25 crimes against persons, or felony drug offense.
- 26
- 27 3. Before offering employment to a candidate, make documented, good-faith
- 28 efforts to contact previous employers to obtain information, which may be
- 29 relevant to a person's fitness for employment. See Appendix A,
- 30 Background Check Form for Applicants.
- 31
- 32 4. The School may refuse to hire, review, or terminate any person who has
- 33 been convicted of or admitted to committing any of the crimes listed above
- 34 or a similar offense in another jurisdiction.
- 35
- 36 5. This section does not require pupils (summer youth employment program),
- 37 who are also employed by the school to be fingerprinted.
- 38

1           6.     The Business Manager is the adjudication official, and the school's  
2           Principal shall be the backup to the adjudication official. The adjudication  
3           official and backup shall receive appropriate training relative to  
4           adjudication officials as defined in federal law and shall be responsible for  
5           adjudicating all fingerprint, background, and criminal history check issues  
6           and appeals pursuant to 25 C.F.R. 63.10 *et seq.*, which is adopted herein by  
7           reference.  
8

9           L.     Ensure that all new employees obtain a Standard First-Aid certificate within the  
10          employee's initial thirty (30) days of employment. Each employee shall apply for  
11          recertification every two years or prior to the expiration date of the certificate.  
12

13          M.     Ensure that new employees obtain a Cardiopulmonary Resuscitation (CPR)  
14          certificate within the employee's initial 30 days of employment. Each employee  
15          shall apply for recertification annually.

16          N.     Ensure that full-time employees obtain Security Awareness Certificate within 30  
17          days of employment. Each employee shall apply for recertification annually.  
18

19          O.     Ensure that all employees obtain a Defensive Driving Course within 30 days of  
20          employment. Each employee shall apply for recertification annually.  
21

22          P.     Ensure that all employees obtain Food Handlers Permit within 30 days of  
23          employment at their own expense. Each employee shall apply for recertification  
24          every two years.  
25

26          Q.     Ensure that all new employees obtain their medical examinations as required and  
27          as set forth in Section 2.06 of this Manual.  
28

29          R.     Ensure that a performance evaluation is completed by the employee's immediate  
30          supervisor within the employee's sixty (60) day probationary period.  
31

32   Section 2.11           **Interview Committee**

33  
34           An Interview Committee shall be appointed by the principal to interview both certified and  
35           classified positions ensuring no conflict of interest and composed of three (3) to four (4) employees  
36           (Residential Supervisor, Facility Manager, Food Service Supervisor, and an Academic Staff) The  
37           Interview Committee shall be appointed by the Principal and shall be composed of three (3) to four  
38           (4) employees or Board members. In the event of vacancy for the principal, the board will  
39           interview principal candidates.  
40

41           The Interview Committee will interview and rank the applicants. The ranking or report of  
42           the Interview Committee shall be submitted to the Principal.

1 Section 2.12 **Principal’s Recommendation**

2  
3 The principal will submit his/her recommendation to the Board, pursuant to the Interview  
4 Committee’s decision.  
5

6 Section 2.13 **Final Approval**

7  
8 A. The Governing Board will make the final decision. All decisions to hire, terminate,  
9 make salary determinations or all other final employment decisions shall be made by the Board.  
10 No staff person has the authority to hire or terminate employees absent specific direction or  
11 delegation by the Board. The Board reserves the right to interview applicants for the Principal.  
12

13 B. Notification of Selection. The principal, or designee, shall notify the selected  
14 applicant and will negotiate any outstanding terms and conditions of employment and the reporting  
15 date with the selected applicant.  
16

17 C. Notice to Applicants. After the position is filled, all applicants will be notified in  
18 writing that the position has been filled.  
19

20 Section 2.14 **Emergency Appointments**

21  
22 A. Emergency Certification. When an emergency occurs requiring the immediate  
23 services of a person in a particular position, the Business Manager may, with the concurrence of  
24 the principal, certify such position for restricted (sole source) advertising and hiring as determined  
25 by the Principal.  
26

27 B. Requirements for an Emergency Classification. Emergency classification shall  
28 occur only if the Principal, or designee, makes written, affirmative findings that failure to  
29 immediately fill a position will: (1) pose a safety threat to persons or property; (2) jeopardize the  
30 integrity and successful completion of program objectives; and/or (3) result in the immediate loss  
31 or reduction of funds. One of the above factors may be sufficient for such action.  
32

33 C. Hiring Roster. Should an emergency hiring occur, all current applications for the  
34 vacated position and all other readily identifiable candidates, including current employees, will be  
35 used to create a roster. Efforts will be made to secure the widest circulation of job announcements  
36 as permitted by the emergency situation.  
37

38 Final Decision. The principal shall submit his/her recommendation on hiring to the Board with  
39 the reasons, therefore. The Board shall make the final hiring decision.  
40

41 D. Maximum Appointment Period. No emergency hiring shall exceed one hundred  
42 and twenty (120) calendar days. At the expiration of the one hundred and twenty (120) days

1 appointment, the contract will be terminated unless the employee has been duly appointed to that  
2 position after all employment procedures have been fulfilled.

3  
4 E. Preference. Preference will not be given to persons filling emergency contracts  
5 unless all requirements have been documented and the employee has been certified eligible.  
6

7 F. Pay. Where a current employee receives an emergency appointment under this  
8 section, rather than reassignment, the employee’s pay will be adjusted to that of the new position.  
9 New emergency appointments are eligible for holiday pay, Undesignated Leave, Annual Leave,  
10 or health and life insurance. Emergency appointments are entitled to worker’s compensation and  
11 overtime.  
12

13 Section 2.15 **Procedures for Background Checks, Employees Investigation and**  
14 **Adjudication**

15 **I. PURPOSES:**

- 16 A. The general purpose of this policy is to establish minimum standards of character  
17 and suitability for applicants, employees, consultants, contractors, and volunteers  
18 who have or may have regular contact with or control over all students of  
19 Naatsis’Aan Community School Inc.
- 20 B. The specific primary purposes of this policy are to protect all students, reduce  
21 incidents of family violence and violence against children in the community and to  
22 provide a fair and objective adjudication process for all Naatsis’Aan Community  
23 School Inc. job applicants, employees, consultants, contractors, and volunteers.
- 24 C. To comply with federal regulations and directives while at the same time avoiding  
25 liability under the Navajo Preference in Employment Act (NPEA). This will  
26 require balancing the above two considerations in that at times the directives of the  
27 BIE extend beyond P.L. 101-630 and P.L. 101-647, thereby potentially exposing  
28 the school to liability under the NPEA in that adverse action beyond that required  
29 by statute may not qualify as just cause.

30 **II. ADJUDICATION PROCEDURES**

- 31 A. Pre-employment screening will be conducted prior to an offer of employment as  
32 required by 25 U.S.C. 3201 et. seq.
- 33 B. During employment, employees have a duty to notify their supervisor immediately  
34 of any arrest, charge, or conviction. When Naatsis’Aan Community School Inc.  
35 receives notice or information of any arrest, charge or conviction for any felony or  
36 misdemeanor noted herein, the employee will be notified by the principal and  
37 department supervisor and depending on the facts and circumstances immediate

1 actions may be taken, including but not limited to administrative reassignment  
2 away from the workplace.

- 3 C. The adjudicating official will decide regarding suitability for employment or  
4 continued employment based upon reasonable, logical, and professional evaluation  
5 of all the above documents and these policies and applicable law.

6 **Section 2.16 Pre-requisites to Beginning Work**

7  
8 All employees shall complete and submit required employment documents before  
9 performing job duties.

- 10  
11 1. The employee has been checked through the Business Office, has completed all  
12 applicable federal and state tax declarations, and has executed all applicable salary  
13 payment and deduction agreements.
- 14 2. The Business Manager has enrolled the employee in all proper employee benefit  
15 plans and has prepared and obtained all required signatures on a fully completed  
16 contract containing the term of the contract and the salary to be paid to the  
17 employee. The employee shall present proof of all required certification to the  
18 school at or before this time.
- 19 3. The Facility Manager and employee have completed a housing rental agreement, if  
20 necessary, for the employee.
- 21 4. The employee has been given a copy of the Personnel Policies and Procedures  
22 Manual and handbook, has had the opportunity to read the same or has interpreted  
23 to him or her and has signed the declaration to that effect pursuant to Section 1.05.
- 24 5. A properly completed original copy of the United States Immigration and  
25 Naturalization Form I-9 U.S. (Citizenship and Immigration Services), as required by  
26 law, has been properly executed regarding the employee.
- 27 6. The Business Manager has completed his/her duties set forth at Sections 2.09 and  
28 2.15 herein.

29 **Section 2.17 Certifications and Qualifications**

30  
31 Failure to provide the school proof of possessing and maintaining current certifications,  
32 qualifications, training, degrees, credit hours and all other requirements set forth in Advanc-Ed  
33 regulations, any applicable federal or state laws, the current federal home living guidelines and  
34 related C.F.R.'s including, but not limited to, 25 C.F.R. §36.70 *et seq.* and 25 C.F.R. §36.75, all  
35 as may be amended, shall be grounds for disciplinary action up to and including termination and  
36 bars renewal of staff/employee's contract of employment. This policy is effective immediately  
37 regardless of any time periods set forth in the above-described laws or regulations.  
38

1 In the event an employee certification or background check expires shall be considered  
2 breach of contract leading to termination of employment.

### 3 Section 2.18 **Document Retention and Destruction Policy**

4  
5 The purpose of this policy is to define and establish a document retention and destruction policy  
6 and procedure.

7  
8 The Sarbanes-Oxley Act makes it a crime to alter, cover up, falsify, or destroy any document with  
9 the intent of impeding or obstructing any official proceeding. This policy provides for the  
10 systematic review, retention and destruction of documents received or created by NCSI. This  
11 policy covers all records and documents, regardless of physical form, contains guidelines for how  
12 long certain documents should be kept; and how records should be destroyed (unless under a legal  
13 hold, as hereinafter defined). It is designed to ensure compliance with federal and state laws and  
14 regulations; to eliminate accidental or innocent destruction of records; and to facilitate operations  
15 by promoting efficiency and freeing up valuable storage space.

#### 16 17 **Document Retention Procedure:**

18 NCSI follows the document retention procedures outlined in the Appendix I. Documents that are  
19 not listed but are substantially similar to those listed in the schedule will be retained for the  
20 appropriate length of time.

#### 21 **Electronic Documents and Records:**

22 Electronic documents will be retained as if they were paper documents. Therefore, any electronic  
23 files, including records of donations made online, that fall into one of the document types outlined  
24 in the Appendix will be maintained for the appropriate amount of time. If a user has sufficient  
25 reason to keep an e-mail message, the message should be printed in hard copy and kept in the  
26 appropriate file or moved to an "archive" computer file folder. Backup and recovery methods must  
27 be tested on a regular basis.

#### 28 **Emergency Planning Procedure:**

29 NCSI's records will be stored in a safe, secure, and accessible manner. Documents and financial  
30 files that are essential to keeping NCSI operating in an emergency will be duplicated or backed up  
31 in a separate location or forwarded to be maintained electronically.

#### 32 **Document Destruction Procedure:**

33 NCSI's Principal is responsible for the ongoing process of identifying its records, which have met  
34 the required retention period, and overseeing their destruction. Destruction of retained documents  
35 will be accomplished by shredding. Document destruction will be suspended immediately, upon  
36 any indication of an official investigation or when a lawsuit is filed or appears imminent.  
37 Destruction will be reinstated upon conclusion of the investigation.

#### 38 **Compliance:**

39 Failure on the part of NCSI's Principal and Governing Board Members to follow this policy can  
40 result in possible civil and criminal sanctions against NCSI and possible disciplinary action against

1 responsible individuals. The School Governing Board will periodically review these procedures to  
2 ensure that they are in compliance with new or revised regulations.

3  
4 **GUIDELINES FOR DOCUMENT RETENTION AND DESTRUCTION**

5  
6 **STUDENT RECORDS. (insert USDOJ; BTFA Records Retention Schedule)**

7 Student records must be kept in compliance with all applicable federal, tribal, and grant conditions.  
8 Where there are no such statutes or regulations, NCSI shall use the records retention and  
9 disposition schedule in *the Arizona State Library & Public Records*,  
10 <https://www.azlibrary.gov/arm/retention-schedules>. It should be noted that this Arizona State  
11 document is used only as a reference and should not be construed to be controlling Arizona law  
12 relative to NCSI. NCSI affirms its sovereignty and uses the above-referenced Arizona material as  
13 a model and protocol it adopts, not as a law that controls Special Education:

- 14  
15 A. Special education including placement records, referrals, 4 years  
16 Evaluations, testing data, etc. shall be maintained for four (4)  
17 Fiscal years after a student’s final enrollment in the special  
18 Education program.
- 19  
20 B. Special education census records shall be maintained for 5 years  
21 five (5) years after the fiscal year in which they were prepared.
- 22  
23 C. NCSI shall follow 34 C.F.R. § 300.624 regarding notification  
24 of parents and destruction of information and records relative  
25 to special education.
- 26  
27 D. Medicaid (MIPS) records. 5 years



**Item # Records Series****Retention (Yrs.) Remarks**

<b><u>Item #</u></b>	<b><u>Records Series</u></b>	<b><u>Retention (Yrs.)</u></b>	<b><u>Remarks</u></b>
1.	Daily Attendance Records (attendance records for the school and not individual student attendance records This series includes student sign in/out logs)	4	After fiscal year created or received
2.	School Registers	4	After fiscal year created or received
3.	Certificates of Educational Convenience (CEC)	4	After fiscal year of last attendance
4.	Disciplinary Records	4	After fiscal year of last attendance
5.	Excused Absence Records	4	After fiscal year created or received
6.	Child Abuse Reports	2	After student's 18 <sup>th</sup> birthday
7.	Counseling Session Records	4	After fiscal year of last attendance
8.	Professional and Working Records	4	After fiscal year of last attendance
9.	Federal Survey Records	3	After fiscal year created or received
10.	Access and Release Records	4	After fiscal year of last attendance
11.	Grade Records (class grade books and not individual student's grades)	2	After grades transferred to permanent student records
12.	Standardized Test Score Sheets (including AIIMS)	3	After scores transferred to permanent student records
13.	Student Activities Records (including extracurricular activities, awards, recommendations, and other related records)	4	After fiscal year of last attendance

**Item # Records Series****Retention (Yrs.)****Remarks**

<b>Item #</b>	<b>Records Series</b>	<b>Retention (Yrs.)</b>	<b>Remarks</b>
14.	Pesticide Notification Records	2	After posted
15.	Health Records (including basic identifying data, general medical history, medical reports, vision and hearing tests, student accident reports, and other related records but does not include immunization records)	3	After fiscal year of last attendance
16.	Immunization Records (card specified by Department of Health Services)	Permanent	Preserve pursuant to ARS §39-101
17.	Anecdotal Records	4	After fiscal year of last attendance
18.	Non-medical Professional Reports (including reports from psychologists, social workers and other related records)	4	After fiscal year of last attendance
19.	Student Withdrawal Notices	4	After fiscal year of withdrawal
20.	Permanent Student Records (including personal identifying information (name, student identification number, etc.), transcript of final grades, summary of attendance and standardized test scores)	Permanent	Preserve pursuant to ARS §39-101
21.	Special Education Records (including placement records, referrals, evaluations, testing data and other related records)	4	After fiscal year of final enrollment in program <b>(Parents must be notified prior to destruction of special education records)</b>
22.	Special Education Census Records	5	After fiscal year created or received
23.	Student Insurance Records	4	After fiscal year of last attendance

<b><u>Item #</u></b>	<b><u>Records Series</u></b>	<b><u>Retention (Yrs.)</u></b>	<b><u>Remarks</u></b>
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24.	Student Population Studies	3	After fiscal year created or received
25.	Tuition Program Records	4	After fiscal year created or received
26.	Affidavits of Intent to Home School (office copy – official copy with County Superintendent of Schools	4	After fiscal year of last attendance
27.	Juvenile Probation Records	3	After student's 18 <sup>th</sup> birthday
28.	Registration Records for Students Who Never Attend School	4	After fiscal year created or received
29.	Pre-school Records (students not continuing in school district)	1	After fiscal year of last attendance
30.	Composite Test Scores and Growth Models (not scores of individual students but general school and district scores)	-	After administrative value has ended
31.	Annually Updated Records (including computer use agreements and annual questionnaires including residency questionnaire)	-	After superseded or obsolete
32.	All Other Non-permanent Student Records	4	After fiscal year of last attendance

1  
2  
3

1	<u>CORPORATE RECORDS</u>	
2	Annual Incorporation Reports	Permanent
3	Articles of Incorporation	Permanent
4	Governing Board Meeting and Governing Board Committee Minutes	Permanent
5	Governing Board Policies/Resolutions	Permanent
6	By-laws	Permanent
7	Fixed Asset Records (equipment, etc.)	Permanent
8	IRS Application for Tax-Exempt Status	Permanent
9	IRS Determination Letter	Permanent
10	State Sales Tax Exemption Letter if 501(c)3	Permanent
11	Contracts (after expiration)	7 years
12	Correspondence (general)	3 years
13		
14	<u>ACCOUNTING AND CORPORATE TAX RECORDS</u>	
15	Annual Audits and Financial Statements	Permanent
16	Depreciation Schedules	Permanent
17	General Ledgers	Permanent
18	IRS 990 Tax Returns	Permanent
19	Business Expense Records	7 years
20	Cash Receipts	3 years
21	Credit Card Receipts	3 years
22	IRS 1099s*	7 years
23	Invoices	7 years
24	Journal Entries	7 years
25	Petty Cash Vouchers	3 years
26	Sales Records (registration forms, etc.)	5 years
27		
28	<u>BANK RECORDS</u>	
29	Check Registers	Permanent
30	Bank Deposit Slips	7 years
31	Bank Statements and Reconciliation	7 years
32	Donor Records and Acknowledgement Letters	7 years
33	Electronic Fund Transfer Documents	7 years
34	Grant Applications and Contracts (after completion)	5 years after completion
35		
36	<u>LEGAL RECORDS</u>	
37	Copyright or Trademark Registrations	Permanent
38	Insurance Policies	Permanent
39	Stock and Bond Records	Permanent
40		
41	<u>PRESS RELEASES/PUBLIC FILINGS</u>	
42	Press Releases	Permanent
43	Other Publications, Photos, Press Clippings	7 years
44		
45	*IRS 1099s	
46		

1 **APPENDIX II-A APPLICATION FOR EMPLOYMENT**

2  
3 **NOTIFICATION/AFFIDAVIT/SIGNATURE**

4  
5 **CONSENT TO CONDUCT BACKGROUND INVESTIGATIONS, CRIMINAL BACKGROUND**  
6 **CHECK AND RELEASE**  
7

8 I, \_\_\_\_\_ [Applicant’s name], have applied for employment with the School, Inc. (hereinafter  
9 “Naatsis’ Aan Community School”) to work as a \_\_\_\_\_ [Job Title].

10  
11 Employees at Naatsis’ Aan Community School are subject to the following federal and tribal laws:  
12

- 13 1. The Indian Child Protection and Family Violence Prevention Act (P.L. 101-630) states that all  
14 Indian tribes which are contract or grant recipients under the Indian Self-Determination and  
15 Education Assistance Act or Tribally Controlled Schools Act of 1988 are subject to investigation  
16 and minimum standard requirements, and that character investigations are a federally mandated  
17 requirement.  
18 2. The Crime Control Act of 1990, Child Care Worker, Employee Background Checks (P.L. 101-647)  
19 states that each agency of the Federal Government and every facility operated by the Federal  
20 government (or operated under contract with the federal government), that hires (or contracts for  
21 hire) individuals involved with providing childcare services to children under the age of 18 shall  
22 assure that all existing and newly hired employees undergo a Criminal History Background  
23 check.  
24 3. The Navajo Nation Privacy Act, Title 2, which states that a protected record includes some  
25 employment records. This release is the written permission to release those records to NCSI for  
26 the sole purpose of a background investigation.  
27

28 It is the policy of Naatsis’ Aan Community School not to discriminate on the basis of race, color, religion,  
29 gender (including sexual harassment as described in NCSI policies concerning sexual harassment), sexual  
30 orientation, age, national origin, disability, marital status, political affiliation, or veteran status in its  
31 educational programs, activities or employment policies as required by federal law with the exceptions  
32 provided to “Indians” under federal law and the preferences set forth under the Navajo Preference in  
33 Employment Act as it may be modified and as Navajo and/or federal law may otherwise direct. NCSI  
34 abides by Navajo and applicable federal laws regarding people with disabilities. If you have a special need,  
35 reasonable accommodations will be made in accordance with Navajo and applicable federal law. Inquiries  
36 regarding compliance with any of the above may be directed to NCSI’ Business Manager/Office; or to the  
37 Director of the Office For Civil Rights, U.S. Department of Education, Federal Office Building, 1244 Speer  
38 Blvd., Suite 310, Denver, CO 80204-3582.  
39

40 Every answer I have provided on this application is both complete and truthful. I understand and agree  
41 that: (1) if any information is omitted from, or not filled in on this application, or if any false information  
42 is furnished, NCSI will reject my application; (2) if any false information is furnished, I will be ineligible  
43 for any consideration for employment and may be subject to criminal prosecution; and (3) if I am employed  
44 by NCSI I may be dismissed from employment, criminally prosecuted, and if certified, my certificate may  
45 be revoked, if it is later determined that I have furnished false information on this application.  
46

1 I understand that in order for NCSI to determine my eligibility, qualifications and suitability for  
2 employment, Naatsis'Aan Community School will conduct a background investigation before I am  
3 considered for an offer of employment. This investigation may include asking my current and any former  
4 employer and educational institution I have attended about my education training, experience,  
5 qualifications, job performance, professional conduct, and evaluations; as well as confirming my dates of  
6 employment or enrollment, position(s) held, reason(s) for leaving employment, whether I could be rehired,  
7 reason for not rehiring (if applicable), and similar information.  
8

9 Personnel employed by the NCSI shall certify that they are not awaiting trial on and have never been  
10 convicted of or admitted in open court or pursuant to a plea agreement committing any of the criminal  
11 offenses listed in NCSI Policy 2.10 on the Navajo Nation or similar offenses in any other jurisdiction. It is  
12 a violation of Naatsis'Aan Community School Policy for a person seeking employment with NCSI to fail to  
13 give notice of any arrest, charge or conviction for any felony or misdemeanor such as those listed in NCSI  
14 Policy 2.10.  
15

16 Employment with NCSI is conditional and rests upon (a) satisfactory pre-employment reference checks,  
17 (b) submission of a valid Arizona Department of Public Safety Fingerprint Clearance Card, (c) a criminal  
18 background check conducted by the Navajo Nation Police Department, (d) a background check conducted  
19 by a security clearance company chosen by Naatsis'Aan Community School, (e) if applicable, an  
20 investigation of your driving record to be conducted by NCSI' insurance company, and is subject to (f) the  
21 policies and regulations of Naatsis'Aan Community School, (g) submitting documentary proof of  
22 authorization to work in the United States, (h) and, if required, proof of appropriate certification/licensing  
23 and/or Indian Blood. Employment will not be finalized until all requirements have been met to the  
24 satisfaction of NCSI. Misrepresentation or omission of pertinent facts may be just cause for termination.  
25 Parties providing this information will be released from any liability in connection with reference and  
26 background checks made by Naatsis'Aan Community School.  
27

28 Under penalty of prosecution and termination, I hereby swear and certify that the information presented  
29 on this application is true, accurate and complete. I authorize the investigation of all statements contained  
30 herein and understand that agents of Naatsis'Aan Community School may review any document relevant  
31 to this information.  
32

33 Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

34  
35 \_\_\_\_\_  
36 Applicant's Signature

\_\_\_\_\_  
Notary

37 \_\_\_\_\_  
38 Applicant's Printed Name

39 \_\_\_\_\_  
40 Witness Signature

\_\_\_\_\_  
My Commission Expires

41  
42  
43 Note: a photocopy or facsimile (FAX) copy form that shows my signature shall be as valid as an original.

1           **APPENDIX II-B BACKGROUND CHECK FORM FOR APPLICANTS**

2  
3   Applicant’s Name: \_\_\_\_\_ Position Applied for: \_\_\_\_\_

4  
5   Date of Background Check: \_\_\_\_\_

6  
7   Name of Person Contacted: \_\_\_\_\_ Telephone: \_\_\_\_\_

8  
9   Name of School/Business (if applicable): \_\_\_\_\_

10  
11   Address: \_\_\_\_\_

12  
13   Relationship to applicant:

14  
15        Former employer – position: \_\_\_\_\_

16  
17        Former supervisor – position: \_\_\_\_\_

18  
19        Personal reference

20  
21   Method of contact:    Telephone    Letter    Facsimile

22  
23   **QUESTIONS FOR FORMER EMPLOYERS / SUPERVISORS:**

24  
25   Dates of employment: \_\_\_\_\_

26  
27   Position Held: \_\_\_\_\_

28  
29   Final rate of pay: \_\_\_\_\_

30  
31   Was the person reliable?  yes  no; If no, explain: \_\_\_\_\_

32  
33   Was the person satisfactory?  yes  no; If no, explain: \_\_\_\_\_

34  
35   Any concern about the person being late to work without authorization?  yes  no.

36   If yes, explain:  
37   \_\_\_\_\_

38  
39   Any concern with abuse of leave policies?  yes  no.

40   If yes, explain:  
41   \_\_\_\_\_

42  
43   Any concern with abuse of other policies?  yes  no.

44   If yes, explain:  
45   \_\_\_\_\_

46  
47   Any difficulty establishing communication and rapport with children?  yes  no.

1 If yes, explain:  
2 \_\_\_\_\_  
3

4 Any difficulties in establishing communication and rapport with supervisors?  yes  no.  
5 If yes, explain:  
6 \_\_\_\_\_  
7

8 Did the person ever receive a written counseling statement, letter of direction or reprimand?  
9  yes  no; If yes, describe:  
10 \_\_\_\_\_  
11

12 Did you ever take action or consider taking action to suspend, decline to renew, or dismiss the  
13 employee?  yes  no; If yes, describe:  
14 \_\_\_\_\_  
15

16 Was there ever an allegation or complaint about the person involving:

17 Abusive language? \_\_\_\_\_  
18

19 Insulting or derogatory comments? \_\_\_\_\_  
20

21 Inappropriate contact with a child? \_\_\_\_\_  
22

23 Verbal or physical contact of a sexual nature? \_\_\_\_\_  
24

25 Dishonesty? \_\_\_\_\_  
26

27 Substance Abuse? \_\_\_\_\_  
28

29 Failure to provide adequate supervision? \_\_\_\_\_  
30

31 Failure to follow reasonable directions or instructions? \_\_\_\_\_  
32

33 If yes on any of the above, explain in detail: \_\_\_\_\_  
34 \_\_\_\_\_  
35 \_\_\_\_\_  
36 \_\_\_\_\_  
37 \_\_\_\_\_  
38 \_\_\_\_\_  
39

40 Was the person ever involved in an accident that resulted in injury to an adult or child?  
41  yes  no; If yes, explain: \_\_\_\_\_  
42 \_\_\_\_\_  
43



1 Would you rehire this person? \_\_\_\_\_  
2  
3 \_\_\_\_\_

5 Can you identify anyone else who could provide relevant information regarding this applicant's  
6 fitness for employment as a [position applied for]? \_\_\_\_\_  
7  
8 \_\_\_\_\_

10 Is there any other information I have not asked about that would help us determine this person's  
11 eligibility, qualifications, and suitability for employment with our school? \_\_\_\_\_  
12  
13 \_\_\_\_\_

15 **QUESTIONS FOR PERSONAL REFERENCE:**

17 How long have you known the applicant? \_\_\_\_\_

19 What is the nature of your relationship? \_\_\_\_\_

21 Why do you think the applicant would be a good choice for this position? \_\_\_\_\_  
22  
23 \_\_\_\_\_

25 Do you know of any reasons that could prevent the applicant from fulfilling the functions of the  
26 positions? \_\_\_\_\_  
27  
28 \_\_\_\_\_

34 Background check form completed by: \_\_\_\_\_

36 Date completed: \_\_\_\_\_

39  
40  
41

1 **APPENDIX III-A**

2  
3 **CONSENT AND WAIVER TO CONDUCT BACKGROUND CHECKS**

4 I, \_\_\_\_\_, DOB \_\_\_\_\_, SSN \_\_\_\_\_, residing at \_\_\_\_\_  
5 [Printed Name of Potential Employee]

6  
7  
8 \_\_\_\_\_ have applied for employment with the Naatsis’Aan  
9 Community School, Inc., (hereinafter School). As indicated by my signature below I understand that the School will  
10 conduct a background check of me through any or all the following:

- 11 1. Bureau of Indian Education.  
12 2. The United States of America and any of its branches, agencies, or departments.  
13 3. The State of Arizona and any of its subdivisions, branches, agencies, or departments.  
14 4. The Navajo Nation and any of its subdivisions, branches, agencies, or departments; and  
15 5. Any private entity retained by the School to conduct such background checks.

16 I understand that the School will conduct these background checks to determine my criminal history, if any,  
17 and any other factors that may be relevant to my fitness for employment with the School.

18 As evidenced by my signature below I consent to any or all the above noted entities, all of my former  
19 employers and any other entity for whom I have provided work or services, provided all requested information and  
20 hereby waived and forever surrender any objection or claim I may have or acquire relative to the background checks  
21 or those providing information pursuant to the School’s request. I further agree and direct that a copy of this request  
22 shall have the same force and effect as an original.

23 This consent is limited to requests for background information from the School.  
24 and its authorized agents from \_\_\_\_\_ to \_\_\_\_\_.  
25 [Month, Day, Year] [Month, Day, Year]  
26  
27

28  
29 \_\_\_\_\_  
30 Signature

31  
32 \_\_\_\_\_  
33 Date  
34  
35  
36

1 **APPENDIX III-B**

2  
3 **Notice of Contract Offer and Form For Accepting Contract Offer**  
4 **(employee must sign and return within 15 days of the date of this Notice)**  
5

6  
7 The Naatsis’Aan Community School, Inc. School Board (hereinafter “Board”) offers you the attached  
8  
9 employment contract for the year \_\_\_\_\_. The date of this offer is \_\_\_\_\_.  
10 [Month, Day, Year]

11  
12 **THIS OFFER OF AN EMPLOYMENT CONTRACT IS GOOD/VALID FOR ONLY**  
13  
14 **FIFTEEN (15) DAYS FROM \_\_\_\_\_ WHICH IS UNTIL \_\_\_\_\_.**  
15 [Month, Day and Year] [Month, Day and Year]

16  
17  
18 If you wish to accept this contract, you must do so in writing (by completing the form below or otherwise)  
19  
20 and delivering your written acceptance to the Naatsis’Aan Community School Business Manager on or before  
21  
22 \_\_\_\_\_.  
23 [Month, Day and Year]

24  
25 If the School does not receive your written acceptance of the contract offered by  
26 \_\_\_\_\_, the School will assume that you have decided not to accept the offer and the offer will  
27 be withdrawn and void and the School will proceed to fill the position with another person.

28 -----

29 I, \_\_\_\_\_, evidenced by my signature below, accept the  
30 [Printed name of Employee]  
31  
32 Contract attached hereto as shown by my signature below and by my signature on the contract. I understand that the  
33 Contract is not valid, and the offer is not accepted until I have signed the contract, and the contract and acceptance are  
34 delivered to the Business Manager.

35  
36 \_\_\_\_\_  
37 Signature

38  
39 \_\_\_\_\_  
40 Date  
41  
42

1                                   **ARTICLE III. EMPLOYMENT STATUS AND RECORDS**

2   Section 3.01                   **Employment Classification/Categories**

3  
4       It is the intent of School to clarify the definitions of employment classifications so that  
5 employees understand their employment status and benefit eligibility.  
6

7       The School is informed that due to recent federal court decisions, it appears that the Fair  
8 Labor Standards Act (FLSA) does not control the School or like entities. Therefore, the School  
9 disclaims any applicability of the FLSA and asserts its sovereign immunity from application of the  
10 FLSA to the School. Notwithstanding the foregoing, the School generally adopts, as its policy,  
11 not as federal law, the definitions, policies, and procedures set forth in the FLSA. By disclaiming  
12 the applicability of the FLSA, the School affirmatively states that it will not respond and is not  
13 required to respond to any federal claims or the jurisdiction of any federal court; however, it will  
14 respond in Navajo court to its decision to include similar employment provisions via its own  
15 policies. While the School may use definitions and principles from the FLSA it is not bound by  
16 the FLSA and there shall be no jurisdiction over the School arising from the FLSA.  
17

18       Exempt Employees – are those executive, managerial, professional, and administrative  
19 employees who are exempt from coverage from portions of the Fair Labor Standards Act (FLSA),  
20 including the requirement for paying overtime, by virtue of the employee’s job duties and skills.  
21 Employees assigned to exempt positions are not eligible for overtime. Naatsis’Aan Community  
22 School, Inc. exempt employees include, but are not limited to:  
23

- 24           1. Principal
- 25           2. Business Technician
- 26           3. Business Manager
- 27           4
- 28           5. Facility Manager
- 29           6. Teachers
- 30           7. Food Service Manager
- 31           8. Residential Manager
- 32           9. Counselor
- 33

34       Non-exempt employees. Employees assigned to non-exempt positions are eligible for  
35 overtime under an extraordinary situation and with appropriate prior approval as authorized by  
36 immediate supervisor, with the Principal having the final authorization.  
37

38       In addition to the above categories, each employee will belong to one other employment  
39 category:  
40

41       Consultants/Trainers/Volunteers/Substitutes. The Board shall, with the recommendation  
42 of the review committee, consider all hiring of consultants and/or trainers, in accordance, with the  
43 procurement policy. Consultants or trainers shall receive no benefits. NCSI reserves the right to  
44 request proof of liability insurance from contractors and consultants.

1 Section 3.02 **Probationary Period**

2  
3  
4  
5  
6  
7  
8  
9

Newly hired employees are probationary employees and shall be subject to a probationary period of sixty (60) calendar days, probationary period may be extended for additional periods of thirty (30) days and not to exceed total ninety (90) calendar days. These extensions are intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance. New employees serving their probationary period will not be eligible to apply for other vacant positions until successful completion of the probationary period.

10  
11  
12  
13  
14  
15  
16

1. Progress reports at one (1) month intervals shall be conducted by the immediate supervisor and submitted to the principal.
2. Prior to the completion of the probationary period or any extension thereof the employee’s supervisor shall conduct and complete a performance evaluation of the employee and provide it to the Business Manager.

17  
18  
19  
20  
21  
22  
23

Probationary employees shall be eligible for worker’s compensation insurance, social security, and health insurance, but not eligible to utilized undesignated or annual leave, holidays, bereavement, or any other leave, until successfully completing the probationary period and obtains the status of a regular employee. The employee’s accrued undesignated or annual leave and other leave during the probationary period shall be fully credited to the employee from that time forward. There shall be no back pay for leave or holidays occurring during the probationary period.

24

A probationary employee who is transferred and/or promoted will continue to accrue their leave.

25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42

1. When an employee has been promoted or transferred before completing the probationary period, he/she shall be required to serve another probationary period of 60 calendar days.
2. When an employee has been promoted and transferred to a position, but fails to successfully complete the probationary period, the employee may return to their former position or an equivalent position. If such position is not available, the employee may be terminated.
3. When a supervisor fails to conduct an evaluation for an individual on 30 calendar days probationary period and takes no action, the Principal shall assume the responsibility to conduct an evaluation and may extend probationary period and/or convert the employee to permanent status.
4. Probationary employees are not eligible for travel to trainings on/off-reservation but are allowed for in-house trainings during their 30-day probationary period.
5. Probationary employees may be terminated pursuant to the termination policies set forth in these policies and procedures on Section 8.02 Involuntary Termination (Dismissal Other than Layoff/Reduction-in-Force) Section 2.a. Involuntary Dismissal Procedures.

1 Section 3.03 **Volunteers**

2 Principal welcomes and encourages community members to volunteer. Volunteers are not  
3 employees of the school, nor shall they receive compensation or benefits under these policies.  
4 Volunteers may apply for employment with the school through one of the above-described  
5 categories. A volunteer providing continuing services for the school must develop a plan including  
6 their scope of services and times and which school employee will provide immediate supervision  
7 to the volunteer. The supervising employee must obtain approval from the Principal to utilize the  
8 volunteer services in their department/program. The supervisor and the Principal must approve  
9 volunteers prior to providing services. Volunteers must have successfully completed a background  
10 and fingerprint checks as set forth in these policies prior to providing such services. Employment  
11 Reference Checks

12  
13 To ensure that individuals who are employed by the school are well qualified and have a  
14 strong potential to be productive and successful, it is the policy of school to check the employment  
15 references of all applicants. See Section 2.10 and 2.15.

16  
17 The Business Manager will respond to all reference check inquiries from other past  
18 employers. Responses to such inquiries will confirm only dates of employment, wage rates, and  
19 position(s) held. No further employment data will be released without a written authorization and  
20 release signed by the individual who is the subject of the inquiry, unless required by law.

21  
22 In addition, the school, through the Business Manager and/or Principal shall submit a  
23 prospective of new employee's name, social security number and fingerprints to the appropriate  
24 agencies to ensure the background and fingerprint checks set forth in these policies.

25  
26 It shall be a minimum qualification for every position at NCSI for applicants to  
27 successfully pass their background investigation by demonstrating a successful work history at  
28 their last four (4) employers and for at least the past five (5) years. A successful work history  
29 includes positive evaluations, positive conclusion to the employment relationship and successful  
30 multi-term employment in which goals were achieved.

31  
32 Further, a minimum qualification for employment with NCSI is that applicant/employee  
33 successfully pass the federal, state, tribal and any local fingerprint check regarding criminal history  
34 and have no criminal history precluded by the mandatory sections of P.L. 100-630, the  
35 discretionary standards found in P.L. 100-630 and related CFR's and are not precluded by the  
36 investigation of Personnel Security Consultants (PSC) or any other private entity.  
37 Applicants/employees not able to comply with and produce the foregoing record do not meet the  
38 minimum qualifications for employment at NCSI and cannot be employed by Naatsis'Aan  
39 Community School.

40

1 Section 3.04 **Personnel Data Changes/Updates**

2  
3 It is the responsibility of each employee to promptly notify the School of any changes in  
4 personnel data. Personal mailing and email addresses, telephone numbers, numbers and names of  
5 dependents, individuals to be contacted in the event of an emergency, educational  
6 accomplishments, and other such status reports should be accurate and current at all times.  
7

8 Teachers, administrators, and other personnel required to be certified shall supply to the  
9 administrative office the required certification. It is the responsibility of each teacher and  
10 administrator and other personnel required to be certified to obtain such certification, supply proof  
11 of such certification to the administrative office and to keep their certification current.  
12

13 Section 3.05 **Access to Personnel Files**

14  
15 The school maintains a personnel file on each employee. The personnel file includes such  
16 information as the employee's job application, resume, employment contract, records of training,  
17 documentation of performance appraisals and salary adjustment and other employment records.  
18 All information and materials related to an employee's background/criminal history shall be kept  
19 and secured in a locked filing cabinet.  
20

21 Personnel files are the property of the School and access to the information they contain is  
22 restricted and confidential in accordance with federal and Navajo law. Wherever the law allows,  
23 the confidentiality of the information shall be maintained. Unless the law directs otherwise, only  
24 department manager, principal or members of the Board who have legitimate reason to review  
25 information in a file shall be allowed to do so with notification to Business Manager. To the extent  
26 allowable by law, personnel files will not be considered public records.  
27

28 An employee who wishes to review his/her own file, should contact the Business Manager.  
29 With reasonable advance notice, an employee may review his/her own personnel file in the  
30 School's administrative office and in the presence of the Business Manager. No documents may  
31 be altered, added to, or removed from the file during such review. Any employee, who accesses a  
32 file shall record and sign the Personnel File Review sheet.  
33

34 Section 3.06 **Non-Disclosure**

35  
36 The protection of confidential information is vital to the interests, trust and success of the  
37 school operation. Such confidential information includes the following examples:  
38

- 39 Employee Compensation data
- 40 Employee Medical file
- 41 Students Records
- 42 Pending projects and proposals
- 43 Contracts and Agreements related to school operation.
- 44

1 Any employee who discloses confidential information will be subject to disciplinary  
2 action, up to and including termination of employment, even if he or she does not benefit from the  
3 disclosure of information.  
4

5 Section 3.07 **Employment Applications**

6  
7 The school relies upon the accuracy of information contained in the employment  
8 application, as well as the accuracy of other data presented throughout the hiring process and  
9 employment. Any misrepresentations, falsifications, or material omissions provided by an  
10 applicant or employee in any of this information or data may result in the exclusion of the  
11 individual from further consideration for employment or, if the person has been hired, termination  
12 of employment.

13 Section 3.08 **Performance Evaluation**

14  
15 A. Policy. Performance evaluation is the continuing process of measuring employee’s  
16 contribution to Naatsis’Aan Community School, Inc. The performance evaluation process: (1)  
17 provides the employee with the supervisor’s assessment of areas of strengths and those needing  
18 improvement in the performance of assigned duties; (2) allows the employee and supervisor to  
19 plan professional development activities; and (3) provides the manager with a formal process for  
20 feedback to and from employees. Performance evaluation will be the supporting data used for  
21 individual personnel decisions such as promotions, demotions, incentive awards, reassignment, or  
22 other recognition. It will also be used to plan group training, organizational restructuring, and  
23 workforce expansion.  
24

25 B. Evaluation Periods. Performance evaluations will be conducted as needed and/or a  
26 minimum of two (2) performance evaluations will be conducted per employee by their supervisor,  
27 departmental supervisor, or designee. These will be conducted within the periods of November  
28 15 to January 15 and March 15 to April 15. An additional performance evaluation will be  
29 conducted two weeks prior to the conclusion of the probationary period of a new employee.  
30 Performance evaluations may be conducted at any time determined advisable by the  
31 administration.  
32

33 C. Performance Standards. Performance standards will be based upon the principal  
34 job elements outlined in the written Job Description and, where possible, written in measurable  
35 objective statements. Each supervisor will meet with staff within thirty (30) days of the beginning  
36 of each school year to review performance standards. New employees will review the performance  
37 standards with the supervisor within the first two (2) weeks of employment.  
38

39 D. Deficiencies. A formal performance evaluation will be conducted when the  
40 immediate supervisor notes unsatisfactory work performance. Follow-up plans to improve  
41 performance will include specific actions needed to be performed by the employee, along with a  
42 timeline within which improvement should be noted.  
43



1 E. Administration. The Business Manager will provide supervisors with performance  
2 evaluation forms for each employee in their areas of responsibility. Copies of the performance  
3 evaluation will be filed in each employee’s official personnel file.  
4

5 F. Principal. The board is responsible for conducting annual evaluations for the  
6 principal. The evaluation shall be based on criteria taken from the job description. All evaluations  
7 will be discussed with the principal in an executive session of a duly called meeting. The principal  
8 will be given a copy of the written evaluation. Typically, although not required, the annual  
9 evaluation should take place at the school board’s annual meeting or as they may otherwise direct.  
10 It shall be the duty of the Business Manager to ensure that the principal’s evaluation is timely  
11 completed annually. The Business Manager shall notify all Board members that the evaluation is  
12 due to be completed thirty (30) days before the evaluation date.  
13

14 G. Employee Comments. Every performance evaluation form shall include space for  
15 comment by the employee. If the employee does not agree with the evaluation, a statement of  
16 non-concurrence can be included in the evaluation.

17 **Section 3.09 Position Descriptions**

18  
19 All employee positions shall have a Job Description. Supervisors/Managers shall use  
20 Position Descriptions to orient new employees regarding their duties and responsibilities.  
21 Supervisors shall use Job Descriptions and these policies as the basis for evaluating the  
22 performance of an employee.  
23

24 Preparation of Job Descriptions shall be the responsibility of the Business Manager, who  
25 shall consult with department Supervisors/Managers and the Principal in developing said  
26 descriptions. All Job Descriptions shall be approved by the Board before use.

27 **Section 3.10 Contract Renewal/Nonrenewal**

28  
29 Renewal or nonrenewal of the employee’s employment with the school will be decided  
30 during the last quarter of an employee’s current contract year; or if the employee’s contract expires  
31 without a decision or action, the employee’s employment with the school will be deemed to have  
32 been nonrenewed and employee’s employment with the School will terminate with the termination  
33 date of employee’s current contract. As established by the Navajo Supreme Court, a nonrenewal  
34 of an employment contract is not “adverse action.”  
35

36 The school does not recognize any tenure rights or rights to continued employment of any  
37 employee beyond the term of employment identified in an employee’s current year contract.  
38 Because nonrenewal is neither a disciplinary action nor adverse action under Navajo law, the  
39 decision to non-renew the employment of an employee by the school is final and not subject to an  
40 appeal or grievance.  
41

42 Temporary Employees: Since temporary employees are not hired for any specific contract  
43 term, the contract renewal provisions described herein do not apply to temporary employees. As  
44 previously stated, temporary employees have no right to continued employment, can be terminated

1 at the sole discretion of the employer, and have no right to appeal their termination contract renewal  
2 or non-renewal.

3 **Section 3.11 One-Time Sign-On Bonus Compensation.**

4 To attract highly professional and certified staffing Sign-On Bonus Compensation will be  
5 offered for key positions due to our remoteness and to stay competitive with the regional schools  
6 (State school district, BIE Contract/Grant Schools, State Chartered Schools, and BIE Operated  
7 Schools).

8  
9 As a remote school within the Navajo Nation, within the states and counties, we are  
10 confronted with hardship, which is a high deterrent factor for attracting highly qualified  
11 individuals.

12  
13 A Sign-On, One-Time Bonus Compensation:

- 14 (1) \$5,000 for the Principal position.
- 15 (2) \$4,000 for Certified Counselor
- 16 (3) \$3,000 Certified positions

17  
18  
19 **Section 3.12 Bonus Compensation Policy**

20  
21 To increase retention of employees; remain competitive with other similarly situated  
22 federal-funded and/or state-funded schools throughout Navajo Nation, Arizona, and Utah; and to  
23 provide incentives to achieve performance objectives determined by the Board, the School finds it  
24 reasonable and necessary to allow this discretionary, at the Board's sole discretion, service  
25 payments or bonuses to employees who have met or exceeded or determine-performance standard.  
26 The payout shall be at the discretion of the principal.

27  
28 Meeting or exceeding performance standards determined by the board does not  
29 automatically require or give an employee the right to a bonus it merely qualifies an employee for  
30 steps consideration should the board determine that there is sufficient funding, **AND**, in the  
31 Board's sole discretion, that such service payments are bonuses are reasonable, fiscally responsible  
32 and in the School's best interest. Such bonuses will be contingent upon employees obtaining a  
33 rating of above-satisfactory or higher on his/her Spring performance evaluation from the previous  
34 school year and Fall performance evaluation from the current school year and the School's progress  
35 in academic achievement and other performance indicators as determined by the Board.

36  
37 Bonuses are subject to prior approval by and at the sole discretion of the board. The staff  
38 shall not be informed of or paid bonuses until such approval. Bonuses shall not be paid to any  
39 employees unless the School's Board, Business Manager, and Principal determine that the federal  
40 government and/or the State of Utah furnished sufficient funds to meet all the school's other  
41 budgetary needs for the school year.

42  
43 There is no right to any such service payment of bonuses.

44

1 The denial of bonus compensation for the amount of any bonus compensation is not subject  
2 to grievance or appeal.

3  
4  
5 **Section 3. 13 Tuition Reimbursement**

6  
7 We believe and recognize that continuing education and training are an integral part of  
8 NCSI's success and efficiency. Further, NCSI continuously encounters unsatisfactorily  
9 assessments by the Department of Dine Education (DODE) due to staff underperformance, And,  
10 staff are under tremendous pressure to achieve professional certifications, qualifications, training,  
11 and/or requirements established and demanded by these policies: Every Student Succeeds Act  
12 (ESSA), the Health, Education and Human Services Committee (HEHSC), grants may be in  
13 jeopardy, local control of our school lost, and replacement of the Board, administrators, teachers,  
14 and staff may occur if these standards are not met and maintained. More importantly, our children  
15 deserve the highest level of competency from the staff possible. Therefore, NCSI must develop  
16 requirements and procedures to increase staff professionalism and competencies as required.

17  
18 Continuing education and training are essential to employee development within their jobs  
19 and in preparation for career development. As an Educational Institution, personal growth is a  
20 shared responsibility of management and support staff to accomplish the mutual benefits of  
21 acquiring an increased skilled and efficient workforce.

22 The tuition reimbursement program encourages personal growth through formal education  
23 needed because of the constant change in technological advancements and to be up to date with  
24 applicable practices. Training and education costs will be subject to the availability of funds within  
25 each department and school-wide budget. Continuing education for college or university credits  
26 shall be reimbursed based upon, completion of the course, and a passing grade with prior written  
27 agreement between employee and principal with approval by the Board.

28  
29 A written agreement between NCSI and the employee will be required prior to the  
30 beginning of any such accredited college coursework, or other educational activity for which NCSI  
31 may authorize leave or provide reimbursement. Further, NCSI must ensure prudent use of public  
32 funds and a benefit to NCSI from any such education activity for which NCSI may allow leave or  
33 provide compensation and/or reimbursement. Therefore, any employee who receives leave or an  
34 educational benefit under this section and who fails to remain employed with the school for two  
35 (2) years after receiving leave or educational benefit shall be subject to pay back the full amount  
36 received and forfeit any leave granted.

37  
38 **A. CONTINUING EDUCATION PROGRAM**

39 NCSI may grant leave to all eligible full-time regular employees who meet the following  
40 two (2) requirements:

- 41  
42 1. Employees must remain on active payroll and perform their jobs satisfactorily  
43 through the completion of each course.

- 1 2. Employees must take individual course(s) that are part of a degree, licensing, or  
2 certification program that must be related to the employee’s current job duties or a  
3 foreseeable future position in the organization to be eligible for continuing education  
4 leave. NCSI has the sole discretion to determine whether a course is related to  
5 employee’s current job duties or a foreseeable future position. Employees should  
6 contact the Business Manager for more information regarding educational leave.

7 NOTE: Employees cannot continue to earn college credits, receive reimbursement, and  
8 expect to earn more credits without obtaining a degree/license/certification.  
9

10 Type of Leave:

- 11  
12 1. Flexible schedules must be arranged with supervisors/managers. All leaves require  
13 the supervisor/manager’s approval. A flex schedule should be provided to the  
14 Business Manager after solidified.  
15  
16 2. Other available accrued leave may be used.

17 B. REQUIREMENTS FOR INITIAL PROCESSING

18 The employee will submit a letter requesting continuing education leave to his/her  
19 supervisor for review and approval. This letter must be submitted thirty (30) days before the  
20 scheduled beginning of the accredited college coursework. This application for educational  
21 courses must be completed and submitted thirty (30) days before the beginning of the course.  
22 Forms are available in the Business Manager Office. The manager will be responsible for  
23 obtaining approval from the Principal and Board. Upon all necessary approval for continuing  
24 education, accrued leave, LWOP or flexible schedule shall be used for students to attend classes.  
25 The Business Manager will receive a copy of the employee file.

26 The following attachments are required for consideration and approval by the Board:  
27

- 28 1. Application for Education Classes & Tuition Reimbursement  
29  
30 2. Letter of admission from the accredited school  
31  
32 3. Degree plan showing coursework towards degree or certification  
33  
34 4. Registration schedule/class schedule  
35  
36 5. An official receipt from the school  
37  
38 6. Approval from supervisor and Principal  
39  
40 7. Educational Expense Reimbursement Agreement

1 Continuing education leave is expected to enhance employee performance and professional  
2 growth; however, participation in a formal education program neither guarantees nor entitles the  
3 employee to automatic advancement, a different job assignment, or pay increases. The Board will  
4 make the final determination after review and consideration of funds availability.  
5

6 C. RESPONSIBILITIES

7 Employee responsibilities:

- 8 1. Employee's responsibility is to cover the full cost of tuition, which will be reimbursed  
9 will be reimbursed within thirty (30) days upon successful completion of the required  
10 course and necessary documentation has been submitted.
- 11 2. Identify and become informed of the requirements and certifications necessary for  
12 job-related positions and further possibly advance and understand policies related to  
13 ESSA, HEHSC, Cognia, DODE, and BIE, written plan of action to timely obtain the  
14 requirements and certifications before the expiration of the time allowed.
- 15 3. Identify interest in continuing education towards a degree or certification.
- 16 4. Obtain institution assessment outline.
- 17 5. Obtain institution curriculum program/schedule.
- 18 6. Identify training needs related to the job.
- 19 7. Notify supervisor of plans for continuing education
- 20 8. Obtain financial aid (if eligible), such as scholarships and grants.
- 21 9. Complete the Evaluation Form upon completion of training.

22 Supervisor Responsibilities:

- 23
- 24 1. Develop and enforce a training plan for each employee by using an Individual  
25 Development Training Plan (IDTP) which identifies the ESSA, HEHSC, Cognia,  
26 DODE, BIE, and other oversight entity's requirements and certifications necessary  
27 for the position and assists the employee in developing a specific, written plan of  
28 action to obtain the requirements and certifications prior to the expiration of the time  
29 allowed.
- 30 2. Develop a plan for continuing education.
- 31 3. Provide necessary internal development.
- 32 4. Identify the area(s) where the employee needs assistance.
- 33 5. Identify costs and budgets that will depend on funding.

- 1           6. Submit the plan to the Business Manager.
- 2           7. If an employee is absent from class, ensure there is adequate coverage.
- 3 Business Manager will develop, coordinate, and implement development plans by:
- 4
- 5           1. Developing procedures for educational and training information. Identify other
- 6           relevant information such as tuition, fees, limitations, and book costs.
- 7           2. Assisting the supervisors in determining staff needs, identifying educational or
- 8           training resources, developing, and presenting training programs.
- 9           3. Developing a career development program to provide the school with qualified
- 10          persons to meet anticipated needs and utilize the abilities of school employees.
- 11          4. Working closely with institutions (colleges and universities) in planning and
- 12          developing education and training activities.
- 13          5. Ensuring the growth and development of the staff to meet the needs of the students
- 14          and Chapter communities.
- 15          6. Ensuring materials are available.

16           The principal and supervisor will evaluate the staff request and ensure that it does not  
17 interfere with school operations.

18  
19 D.       GUIDELINES

20           Continuing education leave may be granted for initial advisement, counseling, and  
21 enrollment period with the institution, but will be limited according to location. The employee  
22 must notify the supervisor in advance and obtain approval from the immediate supervisor.  
23 Approval must be obtained, and all pertinent documentation must be submitted to the Business  
24 Manager before beginning of course. Employees must obtain written approval from the Principal  
25 and Business Technician before the course starts. Employee shall ensure that the program has a  
26 direct relationship to their present or future employment with NCSI and has an identifiable benefit  
27 to NCSI. Employee shall ensure that employee is committed to remaining with NCSI for at least  
28 the period set forth within, so that NCSI may benefit from this professional development.

29  
30 E.       PROCEDURES FOR REIMBURSEMENT

31           **Limit on Payments** – Tuition reimbursement, if approved, will be limited to a specific  
32 dollar amount per semester, and/or to a percentage of total tuition based on grade. The tuition  
33 reimbursement amount and conditions must be established and approved in writing before the  
34 employee starts the course(s). The employee will be responsible for her/his education. NCSI will  
35 not pay for books, rooms, meals mileage, or other miscellaneous expenses incurred. NCSI may  
36 motivate employees by reimbursing them at a higher rate for a higher grade received at the end of  
37 the course.

1  
2 NCSI will not reimburse tuition if covered by Pell Grant, Financial Aid, scholarships,  
3 work-study program, other grants, or a combination thereof. Only out-of-pocket tuition expenses  
4 supported by original receipts will be reimbursed.  
5

6 All reimbursement requests will be reviewed and considered by the Principal and Manager.  
7 In addition, the Principal, Business Manager will ensure that all credits earned are accounted  
8 towards a degree or certification. Reimbursement guidelines are as follows:  
9

10 A = 100%	C = 80%
11 B = 90%	Grade below C = 0%

12  
13 These guidelines may not be applied in all or specific cases and are subject to other budget  
14 considerations.  
15

16 **Type of Leave and Reimbursement** – All arrangements for Educational Leave and/or  
17 reimbursement must be set forth in a written agreement and have the written approval of the  
18 Supervisor or principal prior to beginning the course(s). Any leave and/or reimbursement will be  
19 strictly limited to and will be provided pursuant to the agreement.  
20

21 Tuition reimbursement, if approved, will only be paid at the end of course completion and  
22 based on the grade received. Leave will be granted with the supervisor & Principal’s approval.  
23 Flexible schedules must be arranged and approved by the supervisor. Salary adjustment into next  
24 salary level/grade after earning twelve (12) college credit hours and based on funds availability for  
25 Certified Staff only. Classified Staff must have a curriculum plan toward a degree/certification in  
26 place to be considered. No reimbursement will be made if the courses are not associated with the  
27 curriculum outline.  
28

29 **Type of Form** – Application for Educational Classes & Tuition Reimbursement  
30

31 NCSI may verify the successful completion of the course or program of study by requiring  
32 employees to submit original receipts and official transcripts identifying the course. Receipts and  
33 original transcripts must be submitted to the Business Manager for consideration and approval by  
34 the principal.  
35

36 **Time of Payment** – NCSI will process reimbursement at the end of each term or semester.  
37 The employee will complete a form to request reimbursement and attach an official grade report.  
38 Reimbursement will not be made for a “D” grade failing grade or withdrawal from the course.  
39

1  
2

Application for Educational Classes & Tuition Reimbursement  
Naatsis' Aan Community School, Inc.

Name \_\_\_\_\_ SS# xxx-xx-\_\_\_\_\_

Job Title: \_\_\_\_\_ Dept. \_\_\_\_\_

BRIEF DESCRIPTION OF REASON FOR TAKING COURSES AND HOW IT RELATES TO PRESENT JOB RESPONSIBILITY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME & ADDRESS OF ACCREDITED SCHOOL

ACADEMIC STANDING  
Undergraduate [ ]  
Graduate [ ] Other [ ]

PROGRAM  
Degree [ ]  
Certification [ ]  
Other Requirements [ ]

EXPECTED DATE OF GRADUATION

# OF CREDITS THIS SEMESTER

SEMESTER  
\_\_\_ FALL  
\_\_\_ SPRING  
\_\_\_ SUMMER

REIMBURSEMENT BASED ON GRADE  
A=100% B=90% C=80%

Attachments to Application: 1) official letter of admission, 2) degree plan, and 3) copy of course schedule that shows dates and times of classes.

**REQUIREMENTS FOR REIMBURSEMENT:** Upon completion of courses, submit 1) official grade report or transcript and 2) original receipt for out-of-pocket tuition expense for payment to the Business Manager for reimbursement processing.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_



**A U T H O R I Z A T I O N S**

NOTE TO SUPERVISOR: My signature below shall mean I have reviewed and authorized this request as follows:  
(Supervisor may attach a copy of written agreement made with employee, such as, flexible schedule, time & date of leave.)

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Business Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Principal: \_\_\_\_\_ Date: \_\_\_\_\_

School Board Member: \_\_\_\_\_ Date: \_\_\_\_\_

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1 **Application for Education Reimbursement**

2  
3 NAME \_\_\_\_\_

SS# xxx-xx-\_\_\_\_

4 JOB TITLE \_\_\_\_\_

5 DEPT \_\_\_\_\_

6  
7 CLASSIFICATION:  Certified

Classified

8  
9 PLEASE SPECIFY ANY PAYROLL ADJUSTMENT OR CHANGE YOU WISH TO  
10 MAKE

11 \_\_\_\_\_  
12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_

15  
16 TUITION FEE PER CREDIT HOUR \_\_\_\_\_ NUMBER OF CREDITS EARNED \_\_\_\_\_

17 TOTAL OUT OF POCKET EXPENSE \$ \_\_\_\_\_  
18

19 REIMBURSEMENT FOR  
20 Spring [ ]  
21 Summer [ ]  
22 Fall [ ]

REIMBURSEMENT BASED ON  
GRADE  
A = 100%  
B = 90%  
C = 80%

23 NAME AND ADDRESS OF ACCREDITED SCHOOL  
24 \_\_\_\_\_

25 ATTACH THE FOLLOWING DOCUMENTS:  
26 1. Official copy of grade report or transcript  
27 2. Original receipt for payment  
28  
29

30 I hereby apply for reimbursement of Out-of-Pocket tuition expenses for the course(s)  
31 specified above. I understand that upon completion of the course(s) with a grade of "C" or  
32 better, I will be reimbursed a percentage based on my grade, availability of funds, and in  
33 accordance with the policy. I understand that my work performance must not suffer as a result of  
34 spending time taking classes.

35 Signature of Applicant \_\_\_\_\_

36 Date: \_\_\_\_\_

1 

AUTHORIZATIONS
----------------

Supervisor _____	Date _____
Business Manager _____	Date _____
Principal _____	Date _____
School Board _____	
Member _____	Date _____

2

3 Approved Amount \_\_\_\_\_

4 Identify Account No. \_\_\_\_\_

5

6



1 **ARTICLE IV. MANAGEMENT OF THE WORKFORCE**  
2

3 **Section 4.01 Regular Hours of Work**  
4

5 Administrative Staff – regular hours of work are staggered from 7:30 a.m. to (5:00 PM)-  
6 p.m. with one (1) hour lunch break. The total hours will not exceed 8 hours, unless  
7 preapproved.

8 Academic Staff – regular hours of work from 7:30 a.m. to 4:00 p.m. with thirty (30) minutes  
9 duty -free lunch break.

10 Food Service Staff- regular hours of work are staggered from 6:00 a.m. to 4:00 p.m. with  
11 a thirty-30-minute lunch break.

12 Facility/Transportation Staff – regular hours of work are staggered from 5:00 AM – 6:00  
13 PM with one (1) hour lunch break.

14 Residential Staff – depending upon residential student coverage, residential staff hours are  
15 staggered to cover 24-hour staffing, with a thirty (30) minute lunch break.

16 s  
17 At times, circumstances will require schedules for employees to vary throughout the  
18 School. Also, different terms and conditions apply to exempt and non-exempt employees under  
19 these policies. This is particularly important relative to overtime eligibility. Supervisors will  
20 advise employees of their work schedules and any variations in such schedules. As stated, staffing  
21 needs and operational demands may necessitate variations in starting and ending times, as well as  
22 variations in the total hours that may be scheduled each day of the week. The Principal is  
23 authorized to declare administrative leaves when the situation dictates.  
24

25 **A. ADMINISTRATIVE ASSIGNMENTS**

26 1. An administrative assignment is made when an employee assumes specific duties  
27 or responsibilities, for a period of ten (10) or more calendar days, which is in  
28 addition to or in place of their current duties or responsibilities and which is not  
29 presently assigned to another position or being performed by another employee.  
30

31 2. All administrative assignments require written approval of the Principal and  
32 Business Manager, before the start of the assignment.  
33

34 3. The request for administrative assignment of an employee must be submitted in  
35 writing to the Business Manager outlining the following:  
36

- 37 a. The nature, period, and expected results of the assignment; and
- 38 b. The employee’s regular duties; and
- 39 c. Additional duties or responsibilities being assigned; and
- 40 d. If duties or responsibilities are being assigned in place of the employee’s  
41 regular assignment, then how will the employee’s current duties and  
42 responsibilities be addressed during the assignment; and that department  
43 will assist in covering for the reassigned staff member?
- 44 e. Reporting relationships; and

1 f. Signatures of the appropriate supervisors and the employee.  
2

3 4. If the administrative assignment is within the contracted work of the employee's  
4 department/program, the employee shall remain on the same payroll. If the  
5 assignment is outside of the contracted work of the employee's organization, the  
6 employee shall be paid from another appropriate source of funds for the duration  
7 of the administrative assignment.  
8

9 5. An employee participating in administrative assignments may be eligible for  
10 additional compensation if:

11 a. The assigned service is forty-five (45) calendar days or more; and  
12

13 b. The Principal will recommend to the Board for additional compensation needed  
14 with verification from the Business Manager on funds availability. The Board  
15 must approve any additional compensation.  
16

17 6. An employee who completes an administrative assignment will assume their  
18 regular duties at the previous rate of pay.  
19

20 7. The Principal has the discretion and authority to make reassignments as set forth  
21 above and in the best interests of the school, students, and present needs.  
22 Assignments are not demotions; they are two (2) distinct and different actions. An  
23 employee may contest an assignment through the grievance procedures set forth  
24 herein in Section 7.03.  
25

26 8. At the discretion of the Principal, the reassignment may become permanent.  
27  
28

29 **B. ACTING STATUS ASSIGNMENT**

30 1. An acting status assignment usually involves assigning an employee to a  
31 supervisory position for an area of School operations during an extended absence  
32 of an incumbent or a position vacancy.  
33

34 2. An acting status assignment may not exceed 60 calendar days without the written  
35 acknowledgment from the employee being assigned and written approval of the  
36 Principal. In no event will an acting status assignment exceed 120 calendar days.  
37

38 3. An acting status assignment requires a memorandum that outlines:

39 a. The nature, period, and expected results of the assignment.  
40

41 b. Assigned duties and responsibilities; and  
42  
43

44

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- c. Reporting relationships, and signatures of the appropriate supervisors and the employee.
  - d. Compensation for the acting status assignment will be optional and will be based on the assigned duties and the employee’s qualifications.
4. A copy of this memo should be sent to the Business Manager and employee’s immediate supervisor and other applicable supervisors.
5. An employee on acting status assignment may be eligible for additional compensation if:
- a. The assigned service is forty-five (45) calendar days or more:
  - b. The supervisor for the administrative assignment recommends additional compensation to the Business Manager:
  - c. The Principal will recommend to the Board any additional compensation needed with verification from the Business Manager on funds availability.
6. An employee qualifying for additional compensation will receive 50 to 100 percent of the difference between their current salary and entry level for the acting status position, but not less than the equivalent of one step (prorated for the term of the assignment).
7. If the employee’s current salary equals or exceeds entry level for the Acting status position, the employee will receive additional compensation Equal to a one-step increase over their current salary (prorated for the term of the assignment.)
8. An employee who completes an acting status assignment will return to their previous position and assume their regular duties at the previous Rate of pay.

C. DELEGATION OF SUPERVISORY AUTHORITY

- 1. When a supervisor must be absent from his/her position for more than a brief period (one hour), then they shall designate the next available person in the chain of command to act in their capacity.
- 2. Said delegation must be done in writing by memorandum, with copies of the memorandum provided to the delegating manager/supervisor’s immediate supervisor, the Principal, and any other person, including, but not limited to, the departmental school receptionist/secretary, necessary to fully inform the school staff or the public as to the identity of the person in that position of authority at that time should the need arise. The Principal shall, in addition, provide such notice to department heads.

- 1           3.       The written memorandum by the supervisor to the delegee and others shall note any  
2                   pending or foreseeable issues and concerns that may exist or arise and the  
3                   supervisor’s recommended action relative to those issues or concerns.
  
- 4           4.       Failure of the delegating supervisor to follow the above-described procedures shall  
5                   be grounds for disciplinary action up to and including termination.
  
- 6           5.       A person so delegated (delegee) must act within the School policies and procedures  
7                   and the policies and procedures of the supervisor for whom they are acting. A  
8                   delegee shall act in a way that is supportive of and consistent with the actions of  
9                   the supervisor for whom they are acting. Failure to so act or act in a way that is  
10                  contra or not supportive of the delegating supervisor is grounds for disciplinary  
11                  action up to and including termination.

12   Section 4.02        **Dress Code**

13           Employees are expected to be neat in appearance and dress in a manner consistent with a  
14           professional organization that serves the public. The impression made on students, visitors and co-  
15           workers must be of foremost consideration. The following are not acceptable: T-shirts with  
16           inappropriate logos, political statements, sweatpants, immodest attire (including clothing that is  
17           too short, see-through, low-cut, faded, stretched out, or overly worn), flip-flops, crocs, jeans with  
18           holes or that are deliberately torn, provocative or suggestive attire, tattoos, poor-grooming, neon  
19           dyed hair, body piercing (i.e., nose rings, tongue rings, ear gauges), hickies, etc., knee-length  
20           skirts must come to the knees. Knee shorts are permissible during hot weather. Any existing  
21           tattoos must be covered. Footwear should be appropriate for the job.

22  
23           On Friday, dress-down casual attire is permissible (blue jeans with NCSI logo t-shirts).  
24           Traditional attire is encouraged throughout the school year for all concerned.

25  
26           Employees may be sent home to change at their supervisor’s discretion and will be charged  
27           for leave. If the employee is unable to correct the situation, they will be sent home on leave without  
28           pay. Department supervisors may alter dress code requirements to fit department and seasonal  
29           needs. In-service and summer attire is casual. Casual attire shall include jeans, shorts, and  
30           activewear that can be worn to work. However, attire should still be modest and work-appropriate.

31  
32           If inappropriate clothing and/or footwear contributes to a workplace injury, it will be noted in the  
33           Worker’s Compensation claim. NCS will mandate steel toe boots/shoes for facility and food  
34           service staff, thereby, NCS will cover the cost. Staff may purchase their steel-toe boots/Shoes and  
35           submit their original receipts for reimbursement.

36  
37           All NCSI department supervisors are expected to enforce the dress code. Any department  
38           supervisor or supervisor can send an employee home from any department to put on appropriate  
39           work attire.

40   Section 4.03        **Attendance and Punctuality**

41



1 To maintain a safe and productive work environment, the school expects employees to be  
2 reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a  
3 burden on other employees and the school. In the rare instances when employees cannot avoid  
4 being late to work or are unable to work as scheduled, they shall notify their supervisor as soon as  
5 possible in advance of the anticipated tardiness or absence. Extenuating health conditions,  
6 requiring absenteeism, should be reported, in writing, to the immediate supervisor. Supporting  
7 documentation shall be required upon returning to work.  
8

9 Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary  
10 action, up to and including termination of employment.  
11

#### 12 Section 4.04 **Absences**

13  
14 The scheduling of leave should be a mutual process between the employee and immediate  
15 supervisor by considering the needs of the school and the work to be completed. All staff are  
16 required to request leave three (3) calendar days before requested leave, however, there are times  
17 when extenuating circumstances occur. When this happens, employees are expected to call the  
18 immediate supervisor as soon as possible if the employee is late or unable to report to work. If  
19 the employee does not call in within the first thirty minutes of the scheduled workday, the  
20 employee will be considered Absent Without Leave (AWOL).  
21

22 The employee will call the school and speak to the immediate supervisor. The employee  
23 will state the reason for calling in and give a date of return to work. Calls should not be made for  
24 the employee by spouse, child, grandchildren, or other relatives. Employee calling in because of  
25 illness for more than two (2) or more days, a doctor's statement is required to be submitted upon  
26 return to work. Immediate manager/supervisor may verbally approve or deny leave request for  
27 calling in based on school operational needs and NCSI policies. Leaving voicemails or messages  
28 with other employees is unacceptable.  
29

30 The employee is responsible for completing a Request for Leave form for all leaves. Failure to  
31 submit a leave request form within the payroll period may result in leave without pay.

#### 32 Section 4.05 **Absence Without Leave/Lateness**

33  
34 An employee shall be deemed "absent without leave" when absent from work during  
35 scheduled duty time without prior notification to their supervisor. This shall include lateness or  
36 leaving early, returning to campus housing, or any other absence that is not specifically excused.  
37 Lateness is defined as arriving one minute or more late to your workstation. Absences will not be  
38 excused unless the reason for absence conforms to the policy of leave or other specific policies on  
39 excused absences as adopted by the Governing Board. Chronic lateness, or not being at your  
40 assigned post, will be subject to disciplinary action.  
41

42 Employees may leave campus during lunch period but are otherwise expected to be on  
43 campus during scheduled duty time unless off campus on school business. Failure to report may  
44 result in disciplinary action.

1  
2 Employees shall not be compensated for time missed due to being absent without leave. A  
3 subsequent paycheck of the employee will be docked for minutes/hours missed.  
4

5 All unauthorized and/or unreported absences will be considered Absence Without Leave  
6 (AWOL) and a deduction of pay will be made and hours deducted from the leave balance.  
7 Notification of absences must be made to the immediate supervisor. Such absence will be grounds  
8 for disciplinary action; therefore, every possible attempt should be made to notify the immediate  
9 supervisor. AWOL for three (3) consecutive days within a calendar month will be deemed a  
10 resignation from employment.  
11

12 Section 4.06 **Outside Naatsis' Aan Community School Employment**

13  
14 NCSI employees shall not seek outside employment if it interferes with their duties at the  
15 school. Employees shall notify their supervisor in writing of any such outside employment  
16 including elected public office.

17 Section 4.07 **Health Standards**

18  
19 The good health of all persons associated with Naatsis' Aan Community School, Inc. is  
20 critically important; therefore, the School shall comply with all health standards and directives  
21 issued by the Center for Disease Control guidelines, and the Public Health Office of the Navajo  
22 Nation. All staff NCS employees shall obtain an annual physical exam and random drug testing.  
23 See section 2.06  
24  
25

26 Section 4.08 **Chain of Command**

27  
28 All employees, including the principal, will follow the chain of command in accordance with the  
29 approved organizational chart of NCSI. All employees shall not make demands over departments  
30 unless notified by the department supervisor. Issues concerning requests or recommendations will  
31 be addressed to the immediate supervisor. Do not go to other supervisors, Principals, or Governing  
32 Board members. In the absence of the immediate supervisor, the designated acting supervisor  
33 should be consulted per standing delegations as well as the main supervisor, principal, or designee.  
34 If further actions are required, the supervisor shall consult with the Principal. Personnel issues  
35 should be dealt with under conflict resolution. Violation of this policy may result in disciplinary  
36 action.  
37

38 Section 4.09 **Training**

39  
40 Each employee is encouraged to attend school-scheduled training to enhance their job  
41 performance. When funds are available, training will be provided by the school. Any school-year

1 employee who receives training at the school's expense during the summer is expected to work  
2 for the school the following year. Any employee who chooses not to work at the school during the  
3 year following summer training shall reimburse the school for the cost of the training. In addition,  
4 should an employee cancel scheduled training, they may be held accountable for cancellation fees.  
5 Fees will be payroll deducted unless other arrangements are made. Training paid by the school  
6 during the school year is exempt from this ruling. All training requested must be relevant to the  
7 employee's scope of work. All proposed plans and arrangements related to training are at the  
8 discretion of the Principal unless the training is subject to the approval of the Governing Board.  
9

10 A. IN-SERVICE TRAINING

11 Workshops for school employees will be held as needed. Each department supervisor will  
12 be responsible for determining the type of training and scheduling of said training. An  
13 employee who attends off-site training may be required to provide in-service training to  
14 other employees.  
15

16 B. OFF-SITE TRAINING

17 All training, which requires out-of-area travel and overnight stay, will be subject to the  
18 approval of the Governing Board. A training request will be placed on the Agenda at the  
19 next regular Board meeting after the request and a report from the Business Manager for  
20 funding availability have been submitted. The school reserves the right to make changes to  
21 travel arrangements as a cost-saving measure for the school, such as double occupancy  
22 booking, reduction of travel days, etc.

- 23 1. Employees on off-site training must conduct themselves in compliance with school  
24 policies. Employees are representatives of the school and should conduct  
25 themselves with integrity in a professional and ethical manner.
- 26 2. Employees are expected to attend the entire training sessions as scheduled.  
27 Employees may not leave the training sessions without the supervisor's approval.  
28 Employees leaving the session without the supervisor's approval will be considered  
29 AWOL.
- 30 3. All employees are expected to participate in the designated training sessions fully  
31 and actively. For example, text messaging, visiting with others, non-attentive  
32 behaviors, etc. will not be tolerated.
- 33 4. Non-compliance to the above will result in disciplinary action including  
34 termination.

35 Section 4.10 **New Employee Orientation**

36 The Business Manager is responsible for giving each new employee basic information  
37 concerning hours of work, wages, benefits, etc., along with the essential forms on or before the  
38 first day of work. Provide orientation checklist training on Personnel Policies and Procedures.

1   Section 4.11           **Timekeeping**

2           Accurately recording time worked is the responsibility of every employee. In compliance  
3 with federal, state, and tribal laws, auditors require the school to keep an accurate record of time  
4 worked to employee pay and benefits. Time worked is the actual time spent on the job -performing  
5 assigned duties.  
6

7           Certified employees must record their time by clocking in and out with the electronic  
8 timekeeping clock processed for arrival and departure. Employees must not sign- n for each other.  
9

10          All non-exempt employees such as Paraprofessionals, custodians, secretaries, bus drivers,  
11 cafeteria staff, residential assistants, maintenance staff, substitutes, and all other employees must  
12 clock in and clock, and/or sign in to accurately record the time they begin and end their work. If  
13 non-exempt employees leave campus, they must notify their supervisor and clock-out and clock-  
14 in upon returning. They must record the beginning and ending times of any split or departure from  
15 work for personal reasons. Employees who fail to clock in and clock out habitually may be subject  
16 to disciplinary action.  
17

18  
19          Timekeeping methods are subject to change, employees are expected to comply with all  
20 changes. Clocking in and out, outside assigned tour of duty, does not constitute overtime.

21   Section 4.12           **Paydays**

22  
23          All employees are paid bi-weekly on every other Thursday. Each paycheck will include  
24 earnings for all work performed through the end of the previous payroll period.  
25

26          If a regularly scheduled payday falls on a regular day off or holiday, employees will receive  
27 pay on the last day of work before the regularly scheduled payday.  
28

29          If payday falls during an inter-session (during the breaks), school-year employees will be  
30 paid on the regular payday.  
31

32          If an employee has a direct deposit to their account, the payroll clerk requires a 10-day  
33 advance notice to stop the direct deposit. The School strongly encourages direct deposit for all  
34 staff.

35   Section 4.13           **Pay Deductions and Setoffs**

36  
37          The School offers programs and benefits beyond those required by law. Eligible  
38 employees may voluntarily authorize deductions from their paychecks to make bank deposits and  
39 make payments to other programs that accept payroll deductions.  
40

41          Certified School Year Employees may elect to participate in receiving a lump sum payment  
42 at the end of their contract.  
43

1 Payroll deductions taken by the School help pay off a debt or obligation to the School (i.e.,  
2 meals, travel balance, etc.)  
3

4 If you have questions concerning why deductions were made from your paycheck or how  
5 they were calculated, your Supervisor and Business Manager can assist in having your questions  
6 answered.  
7

#### 8 Section 4.14 **Safety**

9  
10 To provide a safe and healthy work environment conducive to students, employees, and  
11 visitors, the School has established a workplace safety program. This program is a top priority for  
12 the School. The Principal has the responsibility for implementing, administering, monitoring, and  
13 evaluating the safety program; however, its success depends on the alertness and personal  
14 commitment of all. Everyone at all levels has the responsibility of ensuring a safe workplace.  
15

16 The School provides information to employees about workplace safety and health issues  
17 through regular internal communication channels such as manager/supervisor-employee meetings,  
18 bulletin board posting, school emails, memorandums, or other written communications.  
19

20 Employees and managers/supervisors shall receive periodic workplace safety training. The  
21 training shall cover potential safety and health hazardous situations and safe work practices with  
22 procedures to eliminate or minimize hazardous conditions.  
23

24 Some of the best safety improvement ideas come from employees. Those with ideas,  
25 concerns, or suggestions for improved safety in the workplace are highly encouraged to raise them  
26 with their manager/supervisor, or the Principal.  
27

28 Each employee is expected to obey safety rules and exercise caution in all work activities.  
29 Employees must immediately report in writing (or may use a Work Order) any unsafe condition  
30 to the Facility Manager and Principal. Employees, who violate safety standards, who cause  
31 hazardous/dangerous situations, and who fail to report and seek appropriate remedy to address  
32 unsafe conditions and situations, may be subject to disciplinary action, up to and including  
33 termination of employment.  
34

35 In the case of accidents that result in injury, regardless of how insignificant the injury may  
36 appear, employees shall immediately generate a written report and notify the immediate  
37 manager/supervisor who will request medical assistance as needed. A written incident/accident  
38 report is necessary (within 8 hours) to comply with laws and initiate insurance and workers'  
39 compensation benefits procedures.  
40

#### 41 Section 4.15 **Lunch Breaks**

42  
43 All employee are entitled to a lunch period/break of 30 or 60 minutes in length depending  
44 on their position.

1  
2 Managers/Supervisors will schedule meal periods to accommodate operating requirements.  
3 Each workstation will exercise and provide office coverage by staggered break times. Employees  
4 will be relieved of all active responsibilities and restrictions during meal periods and will not be  
5 compensated for that time.  
6

7 School employees may be allowed to purchase and consume meals prepared by the School  
8 at the current meal cost rate of \$4.00 per plate unless exempted, such as lunch monitors.  
9

10 Section 4.16 **Overtime / Field Trips**

11  
12 NCSI is informed that due to recent federal court decisions, it appears that the Fair Labor  
13 Standards Act (FLSA) does not control NCSI or like entities. Therefore, NCSI disclaims any  
14 applicability of the FLSA and asserts its sovereign immunity from the application of the FLSA to  
15 NCSI. Notwithstanding the foregoing, NCSI adopts, as its policy and not as applicable, federal  
16 law, the procedures and policies outlined in the FLSA relative to overtime. By disclaiming the  
17 applicability of the FLSA, NCSI affirmatively states that it will not respond and is not required to  
18 respond to any federal claims or the jurisdiction of any federal court; however, it will respond in  
19 Navajo court to its decision to include similar overtime provisions via its policies. NCSI intends  
20 by this action to implement a more informal policy designed to ensure equity and fairness to its  
21 employees and the best interest of NCSI students, staff, and community. This system will be  
22 directed by the Principal and shall not be bound by the formal FLSA requirements. It shall be the  
23 general direction of these policies to limit overtime to the degree possible and to operate NCSI in  
24 a manner that is fiscally responsible and at the same time fair to staff. The following requirements  
25 will be implemented consistent with this general policy statement.  
26

27 **OVERTIME WORK FOR NON-EXEMPT EMPLOYEES MUST ALWAYS BE**  
28 **APPROVED BEFORE IT IS PERFORMED.**

- 29 A. If emergencies arise, nonexempt employees may be called in to work overtime hours and  
30 will qualify for overtime as provided in this section. Emergencies will include but are not  
31 limited to major mechanical, and structural breakdowns, which will affect the welfare of staff  
32 and students, or any situations which will compromise the health, welfare, and safety of  
33 students. Each emergency shall be reviewed on a case-by-case bases by the appropriate  
34 supervisors before approving overtime. All overtime work must receive the  
35 manager's/supervisor's prior authorization. Exempt employees are not eligible for overtime  
36 or compensatory time.
- 37 B. Overtime compensation is paid to all nonexempt employees similar to federal laws at the  
38 following rate(s): One and one-half times the employee's base straight-time rate for all hours  
39 WORKED over 40 hours in a work week. Exempt employees are not eligible for overtime  
40 regardless of the hours worked, absent the special authorization.
- 41 C. Overtime pay is based on actual hours worked. During the 40-hour pay period, if a holiday,  
42 undesignated, or annual leave is taken, the overtime is forfeited.

1 D. Working overtime without appropriate prior authorization will be grounds for disciplinary  
2 action. In emergency circumstances, the Facility Manager may authorize overtime to  
3 resolve the emergency.

4 E. Failure to work scheduled overtime assigned by the appropriate supervisor may result in  
5 disciplinary action, up to and including possible termination of employment.

6 F. There will be a flat fee stipend of \$150 per day for all exempt and non-exempt employees  
7 chaperoning students. Overtime and compensatory time will not apply during field trips.

8 When operating requirements or other needs of the school cannot be met during regular working  
9 hours, non-exempt employees may be scheduled to work overtime hours and will qualify for  
10 overtime as provided in this section. Advance notification of these mandatory assignments will be  
11 provided. All overtime work must be assigned by the supervisor and/or receive the supervisor's  
12 prior authorization. Exempt employees will not be paid overtime. Non-exempt employees may  
13 request compensatory time instead of overtime pay. Compensatory time must be used within thirty  
14 (30) days of being earned. If the compensatory time is not used within 30 days, it will be paid as  
15 overtime upon the availability of funds.

16 1. Bus drivers will be paid for each hour they are on a field trip in which they are performing  
17 work; required to attend a meal or event; or, the employee is unable to use his/her idle time  
18 for his/her benefit due to restrictions placed on the employee.

19 2. Attendance on field trips is at the discretion of the immediate manager/supervisor.  
20 Additional policies and procedures are outlined in the Field Trip Manual.

## 21 Section 4.17                    **Emergency Closure/Evacuation**

22  
23        At times, emergencies such as severe weather, fires, power failures, water/sewer line  
24 breakage, on-campus intrusion, etc. can disrupt school operations. In extreme cases, these  
25 circumstances may require the closing of a work facility. If such an emergency occurs during  
26 working hours, local radio and/or television stations will be asked to broadcast notification of the  
27 closing.

28        A. SCHOOL CLOSURE: The Principal will make the determination to close school for the  
29 above-mentioned reasons early in the day **administratively**. Facilities, Residential, and  
30 Food Service staff must report for duty at their regular time if they live locally, or as  
31 directed by their supervisor. On-campus staff may be asked to assist in providing services  
32 for the residential and/or any students that make it to school. First and foremost, this policy  
33 is to ensure the safety and supervision of our students.

34        B. TWO-HOUR DELAY: The Principal will determine a two-hour delay for the above-  
35 mentioned reasons, early in the day. All employees regardless of department, that live **five**  
36 **(5)** miles locally must report for duty at their regular time. On-campus staff may be asked  
37 to assist in providing services for the residential and/or any students that make it to school.  
38 Residential students will report to school, when practical and when confirmation has been  
39 made that school will be in session. Residential employees will assist the academic staff  
40 with delivering instruction to the students. The two-hour delay is intended for the transport  
41 of students. In the event of a two-hour delay, all employees living off campus should report

1 to work as safely and quickly as possible. First and foremost, this policy is to ensure the  
2 safety and supervision of our students.

3 C. EARLY DISMISSAL OF STUDENTS: The Principal will make the determination for  
4 early dismissal of students for the above-mentioned reasons.

5 All exempt employees will be required to work and will be compensated at their regular  
6 rate without any extra compensation.

7 D. In cases when there is a school closure due to adverse weather and when called by the  
8 Principal, all staff will be on Administrative Leave with Pay.

9 E. If necessary, the Continuity of Operations Plan (COOP) will be implemented.  
10

#### 11 Section 4.18 Use of Equipment and Vehicles

12  
13 Equipment and vehicles essential in accomplishing job duties are expensive and may be  
14 difficult to replace. When using equipment, employees are expected to exercise care and follow  
15 all operating instructions, safety standards, and guidelines.  
16

17 Employees shall notify the supervisor if any equipment, machines, tools, or vehicles appear  
18 damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for  
19 repairs could prevent equipment deterioration and possible injury to employees or others. The  
20 supervisor shall answer any questions about an employee's responsibility for maintenance and care  
21 of equipment or vehicles used on the job. Employee shall notify their supervisor immediately of  
22 any accident or incident.  
23

24 The improper, careless, negligent, destructive, or unsafe use or operation of equipment or  
25 vehicles, as well as excessive or avoidable traffic violations, can result in disciplinary action,  
26 including termination of employment.  
27

28 No temporary employee may use a school vehicle without the written permission of the  
29 employee's supervisor. Student workers or non-employees are not allowed to operate a school  
30 vehicle.  
31

32 When using school vehicles, employees are expected to exercise care, and follow all  
33 operating instructions, safety standards, and guidelines as follows:  
34

- 35 1. All operators of school vehicles shall be holders of valid Arizona/Utah operators' licenses,  
36 and if such vehicles are GSA rental vehicles, have on file an annual motor operator  
37 authorization memorandum and must be cleared and accepted for school insurance  
38 coverage. Employees must submit a clear photocopy of their driver's license to the Human  
39 Resource Clerk. The Human Resource clerk shall provide a list of cleared and approved  
40 school vehicle drivers to the Facility Supervisor.
- 41 2. No person shall be permitted to operate a school vehicle without a valid state driver's  
42 license. Substitute employees and consultants are not authorized to drive school vehicles.



- 1 3. If a medical condition exists that may impair an employee's ability to drive, driving  
2 privileges will be suspended until a Physician has cleared the employee.
- 3 4. All employees are required to report any major violations that occur at any time such as  
4 arrest, convictions of reckless driving while intoxicated/under the influence (DWI) of  
5 alcohol or illegal substance, vehicular homicide/manslaughter/endangerment.
- 6 5. All employees must report to their supervisors the loss of their driver's license due to  
7 suspension, revocation, or cancellation.

#### 8 VEHICLE USAGE

- 9
- 10 1. All school vehicle usage requests shall be in conformance with school  
11 transportation policy.
- 12 2. All vehicle requests for field trips must be submitted seven (7) workdays in  
13 advance. Pre- and post-inspection must be conducted for all vehicles and note any  
14 damages.
- 15 3. Employees should refuel the GSA vehicle after use, sign the receipt, and record  
16 accurate mileage on the log sheet (follow instructions on the clipboard provided for  
17 each vehicle).
- 18 4. No transporting of unauthorized persons, staff children, or pets/animals (i.e., non-  
19 employees, family members, friends, etc.) except parents who have means of  
20 transportation for child(ren)'s medical appointments and school meetings
- 21 5. Vehicles should be cleaned after each use and be free from damage and vandalism  
22 upon return.
- 23 6. Vehicles used for athletic purposes must remove all sports equipment/supplies, ice  
24 chests, uniforms, etc.
- 25 7. Vehicle keys must be returned to the Transportation Office AFTER EACH USE. If  
26 keys are lost, the employee will be responsible for paying the full price of the  
27 replacement of keys.
- 28 8. Employees are not allowed to take vehicles home without the approval of the  
29 Principal.
- 30 9. Employees must return the vehicle to the bus yard or designated area. Call security  
31 for after-hours assistance if needed.
- 32 10. There will be no talking or texting on cell phones while operating school vehicles.  
33 Further, there shall be NO SMOKING in the vehicles.
- 34 11. The improper, careless, negligent, destructive, or unsafe use or operation of  
35 vehicles, non-compliance, or violations of the transportation handbook, will result  
36 in paying of damages, and disciplinary action, up to and including termination of  
37 employment.
- 38 12. If pulled over by a police officer while operating a school vehicle, you must report  
39 it immediately not more than 24 hours to the Principal.

1 13. Assignment of vehicles will be made by the Facility Manager or designee. Vehicle  
2 assignments will be made in the cost-saving interests of the school.

3 14. Vehicle assignments are the sole decision of the Facility Manager or designee.  
4 Only assigned vehicles will be taken.

5 Use of school equipment and vehicles shall be for official school use only. School equipment and  
6 vehicles shall only be used for the specific purpose for which it was checked out. No other use is  
7 permitted. School equipment and vehicles may not be loaned or used for personal use under any  
8 conditions. Use of school equipment and/or vehicles in violation of this policy shall be grounds  
9 for discipline up to and including termination. Furthermore, the person to whom the vehicle was  
10 checked out shall pay any damages or expenses arising from the misuse or violation of this policy.

## 11 PROPERTY/EQUIPMENT

12  
13  
14 All employees are required to abide by this policy to ensure the integrity of all real and personal  
15 property is accounted for and cared for in a manner that satisfies requirements under various  
16 federal grant awards and sound business practices.

17  
18 Please notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged,  
19 defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could  
20 prevent equipment deterioration and possible injury to employees or others. The supervisor can  
21 answer any questions about an employee's responsibility for the maintenance and care of  
22 equipment used on the job.

23  
24 The improper, careless, negligent, destructive, or unsafe use of operation of equipment may result  
25 in paying of damages, and disciplinary action, up to and including termination of employment.

26  
27 Use of all school equipment shall be for official school use only. School equipment shall only be  
28 used for the specific purpose for which it was checked out. School equipment may not be loaned  
29 or used for personal use under any conditions. Use of school equipment in violation of this policy  
30 shall be a ground for discipline up to and including termination. Furthermore, the person to whom  
31 the equipment was checked out shall pay any damages or expenses arising from the misuse or  
32 violation of this policy.

33  
34 Upon Governing Board approval, community use of any school facilities is contingent upon NCSI  
35 employees agreeing to be always present and be responsible for maintaining the facility. The event  
36 sponsor will be responsible for paying a fee to the employee to be negotiated between the two. The  
37 sponsor shall be required to secure liability insurance coverage and school-approved security for  
38 public events or activities.

## 39 Section 4.19 **Business Travel Expenses**

- 40  
41 1. The school will reimburse employees for reasonable business travel expenses incurred  
42 while on assignments away from the normal work location.
- 43 2. Employees with approved travel plans should make all travel arrangements through the  
44 Business Office.

- 1 3. All business travel verification will require funds availability by the Business Manager.  
2 And be approved by the Principal. with
- 3 4. All travel advances will be paid at 100% before travel.
- 4 5. Before receiving a travel advance, employees and board members must provide proof of  
5 current automobile, registration, and automobile insurance.
- 6 6. When approved the actual cost, mileage, meals, lodging, and other expenses directly  
7 related to accomplishing business travel objectives will be reimbursed. The school will  
8 reimburse-using the GSA PER DIEM rate. Employees shall attach the original lodging  
9 and other expense receipts to the Travel Authorization form. Employees are expected to  
10 limit expenses to reasonable amounts.
- 11 7. The school will not be responsible for fees associated with pets, extra persons, or beds.
- 12 8. Expenses that generally will be reimbursed include the following:
  - 13 ♦ Airfare, train, shuttle fare, bus service, and taxi fare for travel in coach or economy  
14 class.
  - 15
  - 16 ♦ If up to six (6) employees with the same destination for school-related travel should  
17 occur, they will utilize a GSA vehicle for travel and ride together. The School will  
18 not pay multiple mileage requests for the same trip absent special circumstances  
19 and prior written approval by the Principal. Mileage costs for the use of personal  
20 vehicles will be provided only under the following circumstances: (1) when less  
21 expensive transportation is not available, and (2) when school-provided  
22 transportation is not available. Mileage cost for use of personal vehicle will be  
23 reimbursed at the existing U.S. government published rate. All employees must  
24 obtain prior written approval from the Principal for the use of a personal vehicle.  
25
  - 26 ♦ In cases, depending on the availability of a GSA vehicle, when an employee refuses  
27 to accept the offer to use a school vehicle for travel to school-related activities and  
28 instead elects to use a personal vehicle, then mileage will be disallowed.
  - 29
  - 30 ♦ If travel exceeds ninety (90) miles one way, overnight or out of state, use of  
31 personal vehicle (POV) and mileage reimbursement will be allowed and must be  
32 approved by the Principal.  
33
  - 34 ♦ The cost of standard accommodations in reasonably priced hotels, motels, or similar  
35 lodgings if overnight travel is pre-authorized by the Principal will be reimbursed.  
36
  - 37 ♦ The cost-reimbursement for meals shall be only under the following circumstances:  
38
    - 39 1) The employee is on travel status away from his/her workstation overnight.
    - 40
    - 41 2) Any other extra expenses (parking, taxi, shuttle, baggage, rental, etc.) will  
42 be reimbursed when the Travel Expense report is submitted.

1  
2 3) If receipts are not submitted, reimbursement will not be provided.

- 3  
4 ♦ Charges for telephone calls, faxes, and similar services required for school business  
5 purposes will be allowed.  
6  
7

8 Any employee who is involved in an accident while traveling on school business must  
9 promptly report the incident to the immediate manager/supervisor.  
10

11 Vehicles owned or leased by the School may not be used for personal use.  
12

13 When travel is completed, employees shall submit completed travel expense reports with  
14 original receipts, sign-in sheet, agenda, and/or certification of completion, attached within ten (10)  
15 days.  
16

17 Employees shall contact their supervisor for guidance and assistance on procedures related  
18 to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or  
19 any other school business travel issues.  
20

21 Abuse of this policy, including, but not limited to, falsifying expense reports to reflect costs  
22 not incurred by the employee, or unreasonable/excessive expenses, shall be grounds for  
23 disciplinary action, up to and including termination of employment.  
24

25 For purposes of calculating travel expenses, the School shall be considered the official duty  
26 station.  
27

## 28 Section 4.20 Credit Cards

29  
30 It is common for problems to arise overuse of a school credit card. It is also becoming  
31 increasingly difficult to arrange travel accommodations, etc. without a school credit card.  
32 Therefore, the School has obtained two (2) school credit cards for strictly limited school-  
33 authorized use. Because of the high potential for abuse of the school credit card, the use of school  
34 credit cards will be strictly limited, and any violations of this policy will be fully pursued. The  
35 following rules apply to the school credit card:  
36

- 37 A. The School will have no more than **two** credit cards, if any, at a time.
- 38 B. Authorized users include only full-time School employees **and principals** who have  
39 a legitimate need for the credit card.
- 40 **C.** The school credit card shall remain in the physical possession of the Business  
41 Manager, **and Principal** The school credit card will only be checked out immediately  
42 before its use and shall be returned to the Business Office the same day the user  
43 finishes use of the credit card. If the user returns after business hours, the school

1 credit card must be returned by the beginning of the next Business Day.-Users must  
2 submit all receipts and supporting documents at the same time the credit card is  
3 returned.-The Principal, and Business Office staff shall attend training regarding  
4 these credit card policies.

5 D. Before checking out the school credit card, the user must have signed a Credit Card  
6 Acknowledgment and Authorization Form on file acknowledging the user's  
7 understanding of the school credit card policy, agreeing to any penalties that may be  
8 imposed by its misuse, and agreeing to pay back any unauthorized excessive or  
9 unacceptable charges on the card and any charges not supported by receipts.  
10 Immediate and authorized deductions from paychecks, stipends, per diems, etc. to  
11 recover said amounts, are solely at the School's discretion.

12 E. All requests for credit card use shall be authorized and signed by the Business  
13 Manager and Principal on the Credit Card Acknowledgment and Authorization  
14 Form. A requisition form and supporting documents, such as vendor quotes, for  
15 purchases, are required to be attached to the Credit Card Acknowledgment and  
16 Authorization Form in order for the Principal and Business Manager to authorize  
17 such use.

18 F. All credit card purchases must comply with the school's procurement policies,  
19 including ensuring that purchases are reasonable per grant guidelines.

20 G. Only the Principal can authorize the use of the school's credit card. The school credit  
21 card shall only be used by authorized NCSI employees for the following items:  
22  
23

24 1. Hotel/Motel rooms not otherwise reserved and/or paid for while on official  
25 authorized School business. As with travel in general, the room's charge  
26 should be as economical as possible. Renting special rooms or higher priced  
27 rooms when others are available shall be grounds for the school's rejection  
28 of said charges and be assessed against the user.

29 2. Meals for students. The school credit card shall not be used for meals for  
30 School employees or the Board; instead, meals for employees and Board  
31 members should be pre-arranged and paid for via cash advances.  
32

33 3. The school credit card shall not be used to pay charges covered by cash  
34 advances in the form of a check (i.e., Travel Advance). This is a form of  
35 credit card abuse and will not be tolerated by the school. Any such duplicate  
36 charges for items that should have been covered by cash advances, will  
37 result in those charges being assessed against the user and shall be grounds  
38 for disciplinary action up to and including termination.  
39

40 4. Gasoline/diesel purchases, including diesel exhaust fluid, for school-owned  
41 vehicles not leased by GSA. The school credit card shall be used to purchase  
42 gasoline/diesel for school vehicles only when on authorized travel for the  
43 School business. When using a private vehicle for School travel, the school  
44

1 credit card shall not be used for the purchase of gasoline/diesel, repairs, or  
2 other mechanical necessities.

3  
4 5. The school credit card shall not be used for telephone calls, purchase of  
5 personal items, gifts, online purchases, or any other thing except as set forth  
6 above. The school credit card shall not be used for the purchase of any  
7 School goods except in cases of **emergency** (i.e., NCSI equipment and  
8 parts, items/parts required for vehicle maintenance, food for students, etc.).  
9 Emergency purchases require authorization by the Business Manager and  
10 Principal and only when other forms of payment are not acceptable. Such  
11 requests for purchases require requisition forms and compliance with other  
12 applicable procurement policies.

13  
14 6. The school credit card shall only be used when no other form of payment is  
15 possible. When a check or Purchase Order can be used, the School credit  
16 card shall not be used.

17  
18 H. This policy applies to all employees, including the Principal, Business Manager, and  
19 board members. Misuse of the school credit card and/or violation of this policy will  
20 result in disciplinary action against employees and recommendations for  
21 disciplinary action against Board members shall be reported to the Ethics and Rules  
22 Office of the Navajo Nation.

23 All users must acknowledge the limited use of the school credit card before it is issued to  
24 the individuals. Any misuse of the school credit card shall be grounds for termination, and a lump  
25 sum of payment shall be reimbursed via Payroll deductions. See Appendix IV A - School Credit  
26 Card Acknowledgement and Authorization Form.

#### 27 Section 4.21 **Control and Return of Property**

28  
29 Employees are responsible for all School properties, including but not limited to,  
30 computers, printers, and all other electronic devices, software, computer-generated materials, other  
31 materials, or written information issued to them or in their possession or control. Employees must  
32 return all School properties immediately upon request or termination of employment. The  
33 Business Manager will determine the value of the unreturned or damaged property. Employee  
34 shall pay the cost of the equipment via Payroll deduction.

35  
36 All information generated within the school computer automatically becomes the property  
37 of the school. All information shall not be damaged, copied and removed from the school. This  
38 will be included in the check-out process.

39  
40 Any materials, designs, plans, data, writings, drawings, or other information, from  
41 whatever source, electronic or written, done by an employee for and on behalf of the school, shall  
42 remain the property of the school. The school shall own and control all copyrights that may attach  
43 to such electronic or written information. Said property of the school shall not be given to an  
44 outside firm or individual except with appropriate authorization or upon an appropriate request

1 under the Freedom of Information Act. Any unauthorized transfer, use, or disclosure of  
2 information will constitute unacceptable conduct.

3  
4 Any employee who violates the provisions of this section will be subject to disciplinary  
5 action, up to and including termination of employment.

6  
7 School staff and community members shall not use equipment for personal use. No school  
8 property shall be taken off campus without appropriate authorization (e.g., Fire Truck, tractor and  
9 flat bed trailer).

10  
11 **Section 4.22 Keys Policy**

12  
13 Keys to classrooms, dormitories, and other school buildings will be issued at the beginning  
14 of the school year and must be returned in no later than their last day of their employment contract  
15 , or upon the termination of employment with the school. Each employee shall be held strictly  
16 accountable for the key(s) issued to him/her. Should any key(s) including **Master Key(s)** be lost  
17 or misplaced, it will be immediately reported to the employee's immediate supervisor. The total  
18 costs associated with replacing the key, rekeying, or replacing other locks will be placed on the  
19 employee, who lost the key. The amount to be charged to the employee will be determined by the  
20 Facility Manager in collaboration with the principal. If the Principal is responsible, the Board will  
21 take the appropriate action. The employee specifically agrees that the School may implement  
22 payroll deduction or from any employee source to recover the cost. This will be included in the  
23 check-out process.

24 **Section 4.23 Security Inspections**

25  
26 The school maintains a work environment that is free of controlled substances, alcohol,  
27 firearms, explosives, or other illicit, illegal mindaltering substance. To this effort, the school  
28 prohibits the possession, transfer, sale, or use of such mind-altering, illegal substances on its  
29 premises. The school requires the cooperation of all employees in administering this policy.

30  
31 Desks, lockers, and other storage devices may be provided for the convenience of  
32 employees but these storage space will be subject to inspection by appropriate agency or  
33 representative of the school at any time, either with or without prior notice. Employee may be  
34 requested to empty out their personal belonging (Purses, bags, laptop bags, etc.) upon reasonable  
35 suspicion of possession of controlled substances, alcohol, firearms, explosives, or other illicit,  
36 illegal mind-altering substances. Refusal to obey directives shall involve Law Enforcement.

37  
38 **Section 4.24 Telephone Policy**

39 Except in an emergency, all telephones are restricted to official school business related  
40 activities.

- 1 A. School telephones are for official business calls only. No personal long-distance calls  
2 are allowed.  
3
- 4 B. Personal cell phones will be turned off or placed on silent mode during meetings,  
5 instructional time and while performing lunch/playground duties. At no time should  
6 use of a cell phone interfere with the performance of assigned duties.  
7
- 8 C. Violation of this policy subjects the employee to disciplinary action: 1. Verbal  
9 Warning 2. Written Notice 3. Termination.

10 **Section 4.25 Monthly Reports**

11  
12 Each department head shall submit a written report, on the monthly report form, which  
13 includes the following: Progress/Achievements, Problematic Areas/Resolutions, Future plans to  
14 the principal on a monthly basis. Since Board meetings are scheduled for the third Monday of  
15 each month, all reports shall be due by close of business on the Wednesday before the Board  
16 meeting. All reports must be on time so that the principal shall finalize for submission to the  
17 Board. Any report submitted late or not submitted, will be deemed as neglect of duty.  
18

19 **Section 4.26 Staff Meetings**

- 20
- 21 1. Each department will have at least one meeting a month to be scheduled by the  
22 Department Manager/Supervisor.
- 23 2. Department Manager/Supervisors meetings will be held.
- 24 3. A general staff meeting shall be held every month scheduled by the Principal.
- 25 4. Agenda form and sign-in sheet will be generated and placed on file for future  
26 reference with the Administrative Assistant.
- 27 5. There will be professional day(s) as identified on school calendar..
- 28 6. There will be one week of orientation (3 days of orientation and 2 days of classroom  
29 set up).
- 30 7. There will be half days every Wednesday with student release at 1:00 PM. Staff  
31 meetings will commence at 1:00 PM at the designated area.
- 32

33 **Section 4.27 Family/Personal Matters/Gossip**

34  
35 We are a professional organization; therefore, we are expected to be professional and  
36 courteous with everyone. Employee gossip is unprofessional and is unsubstantiated statements



1 without evidence, taking up valuable duty time and will not be tolerated. Family problems should  
2 be left at the entrance gate. If family problems exist, professional help can be obtained from  
3 appropriate agents and good mental health is a must for the total school management and operation,  
4 since our focus is student first.  
5

6 Section 4.28                    **Violence in the Workplace**

7  
8            The property of Naatsis' Aan Community School is deemed as a safe haven for our students,  
9 staff, and community members, therefore, acts of intimidation, threats of physical violence,  
10 harassment, coercion which involve or affect NCSI will not be tolerated. Policy established  
11 through the Federal and Navajo Nation will be followed. NCSI is a site for student learning and  
12 all measures should be taken to be diligent in keeping our environment pleasant and safe.  
13

14 Section 4.29                    **Political Activities**

15  
16 The school respects each person's right to participate in political activities and encourages its  
17 employees to participate in the political process. However, School employees shall not take an  
18 active part or engage in any political campaign activity while on official duty. The foregoing  
19 prohibition shall include the wearing of campaign buttons or other political campaign items while  
20 on official duty. Elected officials being NCSI employees the employee shall notify their supervisor  
21 by a written statement prior to running for office or election.  
22

- 23            **A.    It is the policy of the NCSI that student first is the understanding, therefore,**  
24            **100% of the employee time should be dedicated to student achievement and**  
25            **enhancement in planning and strategy developments. Any interference with**  
26            **student instruction creates disruption.**
- 27
- 28            **B.    Employees may not participate in any campaign and election activities during**  
29            **duty hours.**
- 30
- 31            **C.    An employee shall not use the property, supplies or equipment of the school**  
32            **for political activities.**
- 33
- 34            **D.    An employee shall not appear to represent the school in any political function**  
35            **or event, on or off duty.**
- 36
- 37            **E.    An employee shall not participate in controversial issues outside the school**  
38            **campus in a manner that may reasonably be interpreted to be representative**  
39            **of the School or its position, reflects negatively on the School or P.L. 100-297**  
40            **grant schools or in a manner that hinders the operation of the School.**
- 41
- 42            **F.    The school has a natural interest in ensuring its employees can effectively**  
43            **perform the critical functions related to educating children and relating to**  
44            **their parents, employees, an employee shall not participate in or promote**

1 issues, political candidates, activities, demonstrations or other controversial  
2 issues or actions that create or exacerbate factionalism within the school.

3  
4 **G. Factionalism creates disharmony, inefficiency, and management difficulties**  
5 **creating a lack of focus on the students, which detrimentally affects the**  
6 **achievement of the school’s mission and goals.**

7  
8 **H. Grievance procedures and processes are designed to identify, explore, and**  
9 **resolve problems, complaints, or allegations about the school and its**  
10 **management/operation regarding political activity on school grounds.**

11  
12 **I. The school is open to such concerns and desires to be informed of problems**  
13 **and issues so they can be investigated and resolved. However, the above action**  
14 **must be addressed through an orderly procedure as outlined in the grievance**  
15 **policies. These policies are designed so that such information can be presented**  
16 **and acted upon in a positive, constructive manner that allows change and**  
17 **correction without undue disruption and chaos.**

18 Section 4.30                    **Stipends**

19  
20 Most staff are eligible for stipends for the performance of additional activities outside the  
21 regular tour of duty.

22  
23 A. Stipends may be paid to any staff, who perform beneficial services to students or  
24 otherwise support the school’s academic or social programs. Stipends may not be  
25 paid for these activities or services if they are carried out during the regular working  
26 hours. The staff will be required to take leave without pay if services occur during  
27 working hours.

28  
29 B. Those who are to receive a stipend will receive pay following the completion of the  
30 activity.

31  
32 C. Stipends must be established and approved by the principal and school Board in  
33 advance of the activity. All those who are to receive a stipend must sign a contract.

34  
35 D. Stipends for chaperoning students on field trips.

36  
37 A non-employee may receive a stipend for certain services provided to the school. Any  
38 such stipend or arrangement is subject to all school policies, including but not limited to the policy  
39 on stipends. Before any non-employee engaging in work pursuant to a stipend or other  
40 arrangement, said person must complete and pass a fingerprint and background clearance pursuant  
41 to Section 2.15.

42  
43 Section 4.31                    **Personal Property**

1  
2 If a staff person brings personal property to the school or onto the campus, they do so at  
3 their own risk. If a staff person uses personal property in performing their duties at the school,  
4 they also do so at their own risk. The school will not be responsible for or pay for any loss of or  
5 damage to a staff person's personal property.

6 Section 4.32 **Breast-Feeding in the Workplace**

7  
8 The school complies with the requirements of the Navajo Nation Healthy Start Act of 2008,  
9 which is incorporated herein by this reference. To this end, the school is committed to providing  
10 to each working mother opportunities to engage in breast-feeding of their infant child or children  
11 or use a breast pump. Such opportunities shall consist of the following:  
12

- 13 1. Providing a clean and private area or other enclosure near the employee's workspace, and  
14 not a bathroom, to allow a working mother to engage in breast-feeding or use of a breast  
15 pump; and
- 16 2. Providing a sufficient number of unpaid and flexible breaks within the course of the  
17 workday to allow a working mother to engage in breast-feeding or use of a breast pump.  
18 Regular breaks provided to staff in working mother's classification and breaks allowed or  
19 required by the school policies or law may also be utilized for the above purposes.

20 A working mother who desires to take advantage of these opportunities should contact her  
21 supervisor to make the necessary arrangements. The supervisor shall have discretion with respect  
22 to selecting a clean and private area or other enclosure to accommodate the working mother and  
23 in scheduling breaks for the working mother. Such discretion shall be exercised in a manner that  
24 furthers the purpose of this Policy and the Navajo Nation Healthy Start Act of 2008, while also  
25 respecting the business needs of the school and the needs of the Naatsis'Aan Community school  
26 students.

27 **Definitions**

28 For purposes of this Policy, the following definitions apply:

- 29 A. *Breast-feeding* means the practice of allowing a working mother, with privacy and  
30 dignity, to feed her child milk from her breasts.
- 31 B. *Breast pump* means any electric or manual device used to mechanically remove milk  
32 from a human breast.
- 33 C. *Infant child* means a child between birth and the age of twelve (12) months, who is  
34 being breast-fed by a working mother.
- 35 D. *Working mother* means an employee of the School who is the natural mother of an  
36 infant child.

37



1 **ARTICLE V. EMPLOYEE BENEFITS PROGRAMS**

2  
3 **Section 5.01 Employee Benefits**

4  
5 Eligible employees at school are provided the following described benefits. Several of the  
6 programs (such as Social Security, workers' compensation, disability, and unemployment  
7 insurance) cover all employees in the manner prescribed by law. Benefits eligibility is dependent  
8 upon a variety of factors, including employee classification.  
9

10 The following benefit programs are available to eligible employees:

- 11 Annual Leave Benefits (Sec. 5.04)
- 12 Undesignated Leave Benefits (Sec. 5.05)
- 13 Benefits Continuation (Sec. 5.02)
- 14 Vision & Dental Insurance
- 15 Educational Leave (Sec. 3.13)
- 16 Family and Medical Leave (Sec. 5.11)
- 17 401 (k) Savings Plan (Sec. 5.13) including IRA
- 18 Holidays Pay (Sec. 5.06)
- 19 Jury Duty Leave (Sec. 5.09)
- 20 Life Insurance
- 21 Medical Insurance and supplemental insurance
- 22 Military Leave (Sec. 5.13)
- 23 Unemployment Benefits
- 24 Witness Duty Leave (Sec. 5.10)
- 25 Worker's Compensation Insurance (Sec. 5.03)
- 26 Social Security Deduction
- 27 Bereavement Leave (Sec. 5.04D)

28  
29  
30 Some benefit programs require contributions from the employee.

31 **Section 5.02 Benefits Continuation (COBRA)**

32  
33 The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees  
34 and their qualified beneficiaries the opportunity to continue health insurance coverage under the  
35 school health plan when a "qualifying event" would normally result in the loss of eligibility. Some  
36 common qualifying events are resignation, termination of employment, or death of an employee;  
37 a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation;  
38 and a dependent child no longer meeting eligibility requirements.  
39

40 Under COBRA, the employee or beneficiary pays the full cost of coverage at school group  
41 rates plus an administration fee.  
42

43 The school provides each eligible employee with a written notice describing rights granted  
44 under COBRA when the employee becomes eligible for coverage under the school health

1 insurance plan. The notice contains important information about the employee's rights and  
2 obligations.  
3

4 **Section 5.03 Workers' Compensation Insurance**

5  
6 School provides a comprehensive workers' compensation insurance program at no cost to  
7 employees. This program covers any injury or illness sustained in the course of employment that  
8 requires medical, surgical, or hospital stay and treatment. Subject to applicable legal requirements,  
9 workers' compensation insurance provides benefits after a short waiting period or, if the employee  
10 is hospitalized, immediately. Employees who sustain a work-related injury or illness should  
11 inform their supervisor immediately and complete an accident form. No matter how minor an  
12 on-the-job injury may appear, it is important that it be reported immediately. This will enable an  
13 eligible employee to qualify for coverage as quickly as possible. Supervisors shall maintain a  
14 written log of the time, date, place, and nature of all such reported injuries.  
15

16 Neither the school nor the insurance carrier will be liable for the payment of workers'  
17 compensation benefits for injuries that occur during an employee's voluntary participation in any  
18 off-duty recreational, social, or athletic activity sponsored by school.

19 **Section 5.04 Annual Leave and Undesignated Leave**

20 **a. Definitions and Limitations**

21  
22 EMPLOYEES MUST EXERCISE GOOD JUDGMENT IN THE USE OF UNDESIGNATED OR  
23 ANNUAL LEAVE IN ORDER THAT THEY ENSURE THEY RETAIN SUFFICIENT  
24 UNDESIGNATED OR ANNUAL LEAVE FOR SICK LEAVE AND/OR EMERGENCIES.

25 **b. Accrual of Annual Leave**

26  
27 Full-Time Employees: Twelve (12) months employees are eligible to receive 6 hours of Annual  
28 Leave per pay period. If the available Annual Leave is not used by the end of the contract year;  
29 subject to contract renewal, employees may carry unused Annual Leave forward to the next  
30 contract year. The total amount of unused Annual Leave is capped at 200 hours. When the  
31 employee uses paid Annual Leave time and brings the available amount below the cap, Annual  
32 Leave accrual will begin again. Upon termination of employment, employees shall be paid fifty  
33 percent (50%) for unused Annual Leave upon termination at the end of their contract.

34 **c. Accrual of Undesignated Leave**

1 All Full-Time employees shall receive ninety-six (96) hours Undesignated Leave per contract year.  
2 Employees may carry over any unused Undesignated Leave into the new contract year. Forty (40)  
3 hours may be carried over to the new contract year. Part-time and temporary employees are not  
4 eligible to earn Undesignated Leave time. Full-time employees may donate undesignated leave to  
5 a full-time employee. Upon termination of employment, individuals shall be paid at fifty (50)  
6 percent of unused accumulated undesignated leave hours.

7 **d. Bereavement Leave:**

8 All employees of NCSI will be eligible for bereavement leave. Subject to approval from  
9 supervisor.

- 10
- 11 • Up to four (4) days for immediate family (spouse, parents, children, brothers, sisters).
- 12 • One (1) day for extended family or non-relatives (aunts, uncles, cousins).

13 **e. Use of Leave:**

14

15 Newly hired employee cannot use leave benefit until they complete their probationary period. (As  
16 described in Section 3.02) and any extension thereto must be satisfactorily completed. After that  
17 time, employees can request use of accrued paid leave time with their supervisor’s approval.

18

19 Paid leave time can be used in minimum increments of one hour. To take leave, employees must  
20 request and obtain an approval from their supervisors. For all pre-planned leave, the request must  
21 be made three (3) calendar days in advance if the need for the leave is known at that time. Requests  
22 will be reviewed based on several factors, including school needs, and staffing requirements.  
23 Although the school shall try to comply with a request for leave, the school may disapprove the  
24 use of leave since the academic and business needs of the school shall come first before  
25 approving/disapproving.

26

27 No leave shall be granted as follows:

- 28
- 29 • The first ten (10) days of the school year due to students returning to school.
- 30 • The last five (5) days of the school year.
- 31 • During student summative testing and formative assessment.
- 32 • Professional Development days.
- 33

34 Under certain circumstances, approval may be granted by the supervisor and the principal.

35 **Section 5.05 Holidays**

36

37 The Naatsis’ Aan Community School recognizes and honors all Federal and Navajo Nation  
38 as listed below as holiday time off to all regular full-time employees.

- 39
- 1. New Year’s Day January 1
- 2. Martin Luther King, Jr. Day 3<sup>rd</sup> Monday in January
- 3. President’s Day 3<sup>rd</sup> Monday in February

4.	Sovereignty Day	Last Monday in April
5.	Memorial Day	Last Monday in May
6.	Juneteenth	June 19
7.	Independence Day	July 4
8.	Labor Day	1 <sup>st</sup> Monday in September
9.	Veterans' Day	November 11
10.	Indigenous Thanksgiving Day	4 <sup>th</sup> Thursday in November
11.	Indigenous Family Day	4 <sup>th</sup> Friday in November
12.	Christmas Eve	December 24
13.	Christmas Day	December 25

1  
2 The school will grant paid holiday time off to eligible employees according to applicable  
3 restrictions. Holiday pay will be automatically calculated based on the employee's regular pay  
4 rate (as of the date of the holiday) times the number of hours the employee would otherwise have  
5 worked on that day. Eligible employee classifications include year-long and school year regular  
6 full-time employees. Temporary and substitute are not eligible for holiday pay.  
7

8 Newly hired probationary employees are not eligible for holiday pay during their  
9 probationary period. (school-year employees are eligible only for those holidays that occur during  
10 the school year.)  
11

12 If an eligible non-exempt employee is required to work on a recognized holiday, he or she  
13 will receive holiday pay wages at two times his or her regular rate for the hours worked on the  
14 holiday. Exempt employees are not eligible for this holiday pay.  
15

16 Paid time off for holidays will not be counted as hours worked for the purposes of  
17 determining overtime or compensatory time. (Section 4.16 - Overtime)

18 **Section 5.06 Declaring and Granting Personnel Emergency Leave**

19 The principal or designee shall declare emergency for any condition threatening the health  
20 and safety of students and staff. Examples: loss of power, prolonged inclement weather conditions,  
21 impassable roads, structural damage, outbreak of infectious disease, threats to the school and  
22 community, disasters, etc. Administrative Leave will be provided, and make-up day will be  
23 scheduled.  
24

25 In the event of an emergency, public notice will be disseminated through local radio  
26 stations(KTNN) and Remind application, Facebook and Social Media to inform community  
27 members of emergency, so they can pick up their children,



1 Section 5.07 **Administrative Reassignment with Pay Due to Infraction or Alleged**  
2 **Infraction.**

3 Certain employee infractions or alleged infractions may require an investigation or review  
4 by the school or an outside agent (e.g., law enforcement authorities, social services authorities,  
5 etc.). The principal shall place the employee on administrative reassignment away from students  
6 contact, while the school, or outside agent investigates or the principal may place an employee,  
7 who is the subject of such an investigation, on paid/unpaid leave until investigation is completed.  
8 Depending on investigation report, the principal shall recommend to the board to continue  
9 reassignment and/or termination of the employee to the board.

- 10
- 11 • Suspected Child Abuse and Neglect (SCAN) Report
- 12 • Suspected Substance Abuse
- 13 • Breaking Policy Rules
- 14

15 The Principal may reassign an employee based on their regular duties. The employee  
16 remains subject to the school and school policies during any administrative reassignment.  
17 Employees on administrative reassignment are still employed and shall be available during their  
18 regular work hours. Such employees shall follow directives and cooperatively participate in any  
19 relevant investigation (i.e., investigatory interviews). The Principal shall place appropriate  
20 restrictions on the employee during the administrative reassignment. Employees shall continue to  
21 receive full payment at the rate for their regular duties. The placement of an employee on  
22 administrative reassignment shall neither constitute disciplinary action or other adverse formal  
23 action nor entitle an employee to file a grievance with the school.

24

25 Failure to be readily available or to participate in the investigatory process are grounds for  
26 disciplinary action up to and including termination.

27 Section 5.08 **Jury Duty**

28

29 The school encourages employees to fulfill their civic responsibility by serving jury duty  
30 when required. Employees who have completed a minimum of 90 calendar days of service in an  
31 eligible classification may request up to three days of paid jury duty leave over any one-year  
32 period.

33

34 Jury duty pay will be automatically calculated on the employee's base pay rate times the  
35 number of hours the employee would otherwise have worked on the day of absence.

36

37 Supposed employees are required to serve jury duty beyond the period of paid jury duty  
38 leave. In that case, they may use available paid time off (e.g., Undesignated Leave or Annual  
39 Leave benefits) or may request an unpaid jury duty leave of absence, minus Jury Duty paid by  
40 State District and/or Tribal Courts.

41

42 Employees must show the jury duty summons to their supervisor as soon as possible so  
43 that the supervisor may make arrangements to accommodate their absence. Employees are  
44 expected to report for work whenever the court schedule permits.

1  
2           Either the school or the employee may request to be excused from jury duty if, in the  
3 School’s judgment, the employee’s absence would create serious operational difficulties.  
4

5           The school will continue to provide health insurance benefits for the full term of the jury  
6 duty absence.

7           Section 5.09           **Witness Duty**

8  
9           The school encourages employees to appear in court for witness duty when subpoenaed.  
10 Paid leave will only be allowed subject to the following conditions and when an employee has  
11 been subpoenaed to testify. Absent a subpoena document, paid leave will not be provided. An  
12 employee will not receive paid leave for voluntary appearances at hearings or to testify if they  
13 have not been adequately served a subpoena. Employees will not receive paid leave when  
14 testifying or appearing as a party, either plaintiff or defendant. If employees have been subpoenaed  
15 as witnesses by the school, they will receive paid time off for the entire period of witness duty.  
16

17           Employees will be granted a maximum of three days per year of paid time off to appear in  
18 court as a witness when subpoenaed by a party other than the school. Employees will be paid at  
19 their base rate and are free to use any remaining paid leave benefits (e.g., Undesignated or Annual  
20 Leave) to receive compensation for any period of witness duty absence that would otherwise be  
21 unpaid.  
22

23           The subpoena must be provided to the employee’s supervisor immediately after ~~it is~~  
24 receiving it, so that operating needs can be met, where necessary, to accommodate the employee’s  
25 absence. If employee fails to directly provide their supervisor with a copy of the subpoena the  
26 employee will not receive paid leave for witness duty. The employee is expected to report for work  
27 whenever the court schedule permits.

28           Section 5.10           **Family and Medical Leave Act (FMLA)**

29           If the school has 50 or more employees, it will adopt and follow the Family and Medical  
30 Leave Act and all interim and final regulations interpreting the Family and FMLA issued by the  
31 U.S. Department of Labor. If the school has less than 50 employees, it is not subject to and shall  
32 not follow the FMLA and all FMLA-related policies herein shall be void. **At the time of the**  
33 **adoption of these policies the school does not have 50 employees; therefore, the FMLA and**  
34 **FMLA-related policies herein do not apply and/or are void.**

35           Section 5.11           **Leave Without Pay**

36           If an employee exhausts their Undesignated Leave or Annual Leave, they may request  
37 leave without pay from their supervisor. The request must be in advance of the time requested.  
38 Leave without pay may be granted for a period of up to fifteen (15) calendar days per contract  
39 year.  
40

1 Approval for leave without pay will be evaluated by the supervisor based on several factors,  
2 including anticipated workload requirements and staffing considerations during the proposed  
3 period of absence. The supervisor may deny the request for leave based on the above factors.  
4

5 Subject to the terms, conditions, and limitations, the school will continue to provide health  
6 insurance benefits for the full period of the approved leave without pay.  
7

8 Benefit accruals, such as Undesignated Leave, Annual Leave, or holiday benefits, will be  
9 suspended during the leave and will resume upon returning to active employment.  
10

11 If an employee fails to report back to work promptly at the expiration of the approved leave  
12 period, school will assume the employee has abandoned the position.

13 Section 5.12 **Military Leave (National Guard)**

14  
15 A military leave of absence will be granted to full-time employees to attend scheduled  
16 drills or training or if called to active duty with the U.S. armed services.  
17

18 The leave will be unpaid; however, employees may use any available leave for the absence.  
19

20 Benefit accruals, such as, Undesignated, Annual Leave, or holiday benefits, will be  
21 suspended during the leave and will resume upon the employee's return to active employment.  
22

23 Employees on two-week active-duty training assignments or inactive duty training drills  
24 must return to work for the first regularly scheduled shift after the end of the training, allowing  
25 reasonable travel time. **Employees on military leave longer than two (2) weeks must apply for**  
26 **reemployment per all state and federal laws.** Check with NCS Attorney  
27

28 Every reasonable effort will be made to return eligible employees to their previous position  
29 or a comparable one. They will be treated as though they were continuously employed for  
30 purposes of determining benefits based on length of service.

31 Section 5.13 **401(k) Plan**

32 Naatsis' Aan Community School offers eligible employees an opportunity to participate in  
33 a 401(k) Saving Plan allowing them to contribute a portion of their pre-tax income to the plan  
34 while working at Naatsis' Aan Community School. If an employee chooses to participate in the  
35 401(k) Saving Plan, they can designate the amount of pay the employee would like to contribute  
36 to the account, up to the maximum allowable contribution allowed by IRS is \$23,500 for 2025  
37 calendar year permitted by the 401(k) Saving Plan. That amount will automatically be deducted  
38 from the employee's paycheck and distributed to the investment options they choose within the  
39 plan.  
40

41 The 401(k) Saving Plan is made available to employees to provide employees the potential  
42 for future financial security for retirement.

1  
2 To be eligible to join the 401(k) Saving Plan, an employee must complete ninety (90) days  
3 of employment with the Naatsis' Aan Community School and be 19 years of age or older. Eligible  
4 employees may participate in the 401(k) Saving Plan subject to all terms and conditions of the  
5 plan.  
6

7 The 401(k) Saving Plan allows employees to elect how much salary an employee wants to  
8 contribute and direct the investment of the employee's plan account, so the employee can tailor  
9 their own retirement package to meet their individual needs. Naatsis' Aan Community school also  
10 contributes an additional matching amount to each employee's 401(k) Saving Plan contribution  
11 when funds are available and at the sole discretion of the Naatsis' Aan Community School Board,  
12 no more than 7%.  
13

14 Because an employee's contribution to a 401(k) Saving Plan is automatically deducted  
15 from their pay before tax withholdings are calculated, the employee saves tax dollars now by  
16 having their current taxable amount reduced. While the amounts deducted generally will be taxed  
17 when they are finally distributed, favorable tax rules typically apply to 401(k) Saving Plan  
18 distributions.  
19

20 Complete details of the 401(k) Saving Plan are described in the Summary Plan Description  
21 provided to eligible employees. Contact Business Manager for more information about the 401(k)  
22 Saving Plan.  
23  
24  
25  
26

1 **ARTICLE VI. STANDARDS OF CONDUCT**

2 Section 6.01 **Management/Supervisory Standards**

3  
4 Adherence to /management/supervisory (hereafter “supervisory”) standards, as set forth  
5 below, is necessary to the maintain of fair and impartial employee relationships among staff  
6 persons and to the proper and effective functioning of the School. Therefore, all employees in  
7 supervisory positions are expected to comply with the following supervisory standards of conduct.  
8 Failure to comply with shall constitute a violation of this Manual and will be cause for disciplinary  
9 action. All supervisors shall comply with and fulfill the following standards of conduct:

- 10  
11 A. Develop and maintain the highest possible level of performance in their work areas.
- 12 B. Develop and maintain good employee working relationships and conduct in their  
13 work areas.
- 14 C. Plan, organize, direct, coordinate, and supervise all functional activities and  
15 responsibilities within their assigned work areas.
- 16 D. Prepare budgets, performance reports, and other documents as required.
- 17 E. Submit reports, and other documents to the Principal and School Board.
- 18 F. Implement personnel policies and procedures as outlined in the Manual.
- 19 G. Implement and maintain internal operating policies, procedures, and control.
- 20 H. Safeguard and account for assets for the school which there is a custodial  
21 responsibility.
- 22 I. Represent the Naatsis’Aan Community School in official functions as directed.
- 23 J. Approve or disapprove documents by established policies and procedures.
- 24 K. Maintain reporting relationships.
- 25 L. Coordinate activities with other departments.
- 26 M. Monitor the presence of unauthorized individuals at the worksite and take  
27 appropriate action.
- 28 N. The supervisor shall always comply with all terms of the supervisory position  
29 description.
- 30 O. The supervisor shall always maintain open and honest communication with  
31 supervised staff personnel within different departments.

- 1 P. The supervisor shall always maintain a cooperative attitude toward all supervised  
2 staff within different departments to accomplish the defined goals.
- 3 Q. The supervisor shall provide active support of supervised staff in accomplishing  
4 assignment duties and their efforts toward professional development consistent  
5 with school and departmental goals and policies and within the limits of available  
6 funds.
- 7 R. The supervisor shall, always, adhere to all provisions of the Manual, including, but  
8 not limited to, Section 6.02, and shall enforce the terms thereof equally and fairly  
9 all supervised employees.
- 10 S. Generally, employees of the Naatsis’Aan Community School are expected to  
11 conduct themselves on the job in a respectable manner. Employees are on the job  
12 when they are on campus or on official school business on or off campus.

13 Section 6.02                   **Standards of Conduct for All Employees**

14  
15 All employees shall be subject to Disciplinary Action for violating any of the following  
16 offenses:

- 17 A. The refusal, without just cause, to obey or carry out any directives, instructions,  
18 assignments, or duties within the time designated by one in a position of authority.
- 19 B. Not maintaining respect and professionalism to all persons, as an employee of  
20 Naatsis’Aan Community School.
- 21 C. Without notification to your supervisor. The unexcused absence from one’s duties  
22 or duty station for more than thirty (30) minutes.
- 23 D. Refrain from profanity or abusive language, symbols, or exhibiting misconduct.
- 24 E. Excessive inactivity, napping or unauthorized participation in non-job-related  
25 activities during duty hours.
- 26 F. Any act or failure to act which will foreseeably endanger or cause physical,  
27 emotional damage, in educational or moral harm to any student of the Naatsis’Aan  
28 Community School at any time while he/she is enrolled as a student. Naatsis’Aan  
29 Community School disallows corporal punishment, which is defined as  
30 “intentionally striking the child or other forms of child abuse noted herein.” (See  
31 Indian Child Protection and Family Prevention Act P.L. 101-630). Group or  
32 Collective punishment will not be tolerated.
- 33 G. Any act or failure to act which will foreseeably endanger or cause spiritual,  
34 psychological, or environmental harm to another employee of the Naatsis’Aan  
35 Community School.

- 1 H. Failure to disclose or report to a person with authority; any conduct, occurrence,  
2 misinformation, or condition, which if not so disclosed or reported, will or is likely  
3 to cause harm, loss or damage to Naatsis' Aan Community School, an employee, or  
4 a student thereof.
- 5 I. Naatsis' Aan Community School will not accept any violation of the Drug Free  
6 Workplace Policy (see Section 6.05 et. seq.).
- 7 J. The unauthorized use of vehicles owned/leased by Naatsis' Aan Community School  
8 is not permitted.
- 9 K. The use of Naatsis' Aan Community School or governmental property without  
10 proper authorization of the Principal.
- 11 L. School records are not to be altered or falsified without proper authority, including  
12 but not limited to official school documents.
- 13 M. Theft of any property owned by Naatsis' Aan Community School or other property  
14 belonging to students or staff is not permitted.
- 15 N. No employee shall place himself or herself in a situation which will be perceived  
16 by a student or person as compromising to the welfare, morality, or comfort of the  
17 student. Staff shall not influence, bribe, or promise a student in exchange for  
18 completion of assignment or sexual favors.
- 19 O. No employee shall either solicit or accept any reward, favor, gift, or any other form  
20 of gratuity for the anticipation of, or in return for, any performance or non-  
21 performance of any duty from a vendor, contractor, firm, or individual or any other  
22 source having or proposing to have or do business with the school, its programs, or  
23 operations.
- 24 P. No employee shall conduct or participate in any unauthorized political activity  
25 during working hours or when using school property or facilities.
- 26 Q. No employee shall presume to speak or on behalf of Naatsis' Aan Community  
27 School, unless authorized by the Board. An employee who is officially designated  
28 to so speak shall always be accurate, shall exercise proper restraint, and shall show  
29 respect for the opinions of others when serving as a designated spokesperson in  
30 public statements and proceedings relating to the school, its policies, or operations.
- 31 R. Employees shall dress appropriately without displaying physical ornamentation  
32 (tattoos; body piercings; and other ornamentation) in a manner appropriate and  
33 proper to an educational institution with respect to their position,, the occasion, and  
34 their function while on duty or when representing the school in any capacity.  
35 Inappropriate physical conditions (commonly referred to as hickeys, love marks,  
36 etc.) shall not be visible.

- 1 S. No employee shall discuss or divulge confidential school information or its  
2 operations that are of sensitive issue without the authorization of the principal.
- 3 T. Failure of a supervisor to comply with Section 6.01 of this Manual.
- 4 U. Employee shall not engage in any activity of misconduct, abuse, including  
5 unwelcome teasing or comments, or harassment of a sexual nature towards any  
6 other employee or student of Naatsis’Aan Community School.
- 7 V. Employees shall not use or be under the influence of any illicit substance that may  
8 alter the mind or impair physiological function while on duty.
- 9 W. Employees arrested or convicted by any recognized police branch or judicial body  
10 for abusing or being under the influence of any illicit substances, including alcohol,  
11 may be disciplined under these policies.
- 12 X. Employee shall not directly or indirectly, give, render, pay, offer, solicit, or accept  
13 any money, service or other valuable in consideration for or on account of any  
14 appointment, grade, or promotion to a position at the school or affiliated agent with  
15 the school or any business transactions of the school.
- 16 Y. Employees of Naatsis’Aan Community School, examiner, or others shall not  
17 obstruct another from examination, eligibility certification or appointment under  
18 these policies nor furnish special or unpublished information for the purpose of  
19 affecting the rights or prospects with respect to employment.
- 20 Z. Employees shall not influence or attempt to influence any employee or student to  
21 commit in any unlawful act or acts in violation of these policies, Navajo Nation,  
22 United States or State of Arizona or Utah laws or regulations.
- 23 AA. Employees shall not engage in vending, soliciting, or collecting contributions on  
24 the campus during working hours.
- 25 BB. Employees shall not engage in workplace incivility. These are behaviors that  
26 violate respectful workplace norms and are characteristically rude and  
27 discourteous, displaying a lack of regard for others. Examples of workplace  
28 incivility include insulting comments, denigration of a co-workers’ work, spreading  
29 false rumors, and social isolation.
- 30 CC. Employee shall not use equipment of the school without proper authorization.
- 31 DD. Falsification of payroll documents (i.e., time sheets, leave slips, etc.).
- 32 EE. Employees will always be responsible with school funds and property; carelessness  
33 or negligence with the same shall be a violation of these policies.
- 34 FF. Employees shall not gossip or carry malicious rumors that may jeopardize or  
35 damage the integrity and reputation of Naatsis’Aan Community School, students,



1                   Governing Board, and/or its employees. This includes the inappropriate sharing of  
2 confidential information.

3           GG.    Employees shall not violate any laws of any jurisdiction, while on school campus  
4 and related property (including school buses/GSA vehicles), on school business  
5 (including travel) or while involved in any school-related matter.  
6

7           HH.    Employees shall not possess, consume, or be under the influence of any alcoholic  
8 beverage or controlled substance, while on school property (including school  
9 buses/GSA vehicles), on school business (including travel), or while involved in  
10 any school-related activities.  
11

### 12   Section 6.03                   **Employee Impropriety**

13  
14           Employees are required to act in a way that reflects Navajo Culture/Custom and does not  
15 bring discredit to the school or cause the public to doubt the school or school’s employees, both  
16 on and off the job. The school and its employees must guard against actual improprieties, and the  
17 appearance of impropriety. Employees must not be placed or allow themselves to be placed in a  
18 position that has even the appearance of impropriety and should conduct themselves in a manner  
19 that promotes and does not damage the school and its mission. Failure to do so may result in  
20 disciplinary action up to and including termination.  
21

22           The mission of the school can only be carried out with the expectation of honesty and trust  
23 of school employees. All employees are held to high standards of honesty and are expected to  
24 refrain from any acts which, may diminish the trust placed in the school. Employees are  
25 responsible for honestly completing all records, reports, timecards, and other school documents  
26 and must be honest in all verbal and written communication with the administration. Any  
27 intentional falsification, lying, or untrue verbal, written, or other communication will be  
28 considered dishonest behavior that may result in disciplinary action, up to and including  
29 termination.  
30

### 31   Section 6.04                   **Consensual Amorous Relationships**

32  
33           Naatsis’Aan Community School, Inc. strongly discourages any consensual amorous  
34 relationships involving any employee with another employee, and absolutely prohibits such a  
35 relationship between an employee and a supervisor, where the supervisor has direct authority,  
36 influence, or responsibility regarding that employee. Such authority, influence or responsibility  
37 includes, but is by no means limited to, in the employment setting, carrying out assignments,  
38 evaluations, promotion or disciplinary decisions, and the instructional setting. Such situations tend  
39 to interfere with the objectivity of the supervisor's decisions with respect to the employee.  
40

41           In addition, the authoritative position of one party may create an environment that  
42 diminishes the freedom of the other to alter or terminate the relationship. Third parties may also  
43 be injured by a sexual relationship between other parties if they are denied privileges that accrue

1 to those who participate in the relationship. Supervisors or other employees who engage in such  
2 consensual relations and do not voluntarily resign from their employment shall be subject to  
3 dismissal.  
4

5 Section 6.05                   **Drug-Free Workplace**

6  
7           Naatsis’Aan Community School, Inc. must be a drug-free work place, in order, to comply  
8 with tribal, state, and federal laws, to ensure the safety and productivity of staff to remain  
9 stabilized, further, to ensure a safe learning environment for our students. Therefore, the unlawful  
10 manufacture, distribution, transporting, dispensing, possession or use of any illicit controlled  
11 substance; alcoholic beverage; and/or lawful substance (prescription), when used other than as  
12 intended by the prescriber, alters the perception or physical reaction of the person using or  
13 consuming that substance or the vapors therefrom, is strictly prohibited in the workplace, in school  
14 vehicles and while on school business.

15           Definitions of terms used in this Manual relative to these issues are as follows:

- 16           A.     **Conviction:** A finding of guilt or the imposition of sentence, or both, by a court of  
17 competent jurisdiction, concerning a criminal violation occurring in the workplace,  
18 of any drug law of the United States of America, the State of Arizona, or other  
19 states, or the Navajo Nation.
- 20           B.     **Drugs:** Alcoholic beverages, illicit controlled substances as defined in the  
21 Controlled Substances Act, Schedules I through V, 21 U.S.C. 812, the laws of the  
22 State of Arizona, and the laws of the Navajo Nation and any lawful substance  
23 which, when used other than as intended by the manufacturer, alters the perception  
24 or physical reaction of the person using or consuming that substance or the vapors  
25 therefrom.
- 26           C.     **Drug Abuse:** Unlawful manufacture, distribution, dispensing, possession or use of  
27 an alcoholic beverage, illicit controlled substance, or an otherwise lawful substance  
28 which, when used other than as intended by the manufacturer, alters the perception  
29 or physical reaction of the person using or consuming that substance or the vapors  
30 therefrom.
- 31           D.     **Employee:** Every employee of Naatsis’Aan Community School, Inc.
- 32           E.     **Workplace:** Naatsis’Aan Community School, Inc., grounds structural buildings,  
33 equipment, vehicles belonging to, or under lease by the school, all roadways,  
34 parking lots, within the exterior boundaries of the land granted to Naatsis’Aan  
35 Community School, Inc. campus and any location, where the employee is  
36 performing school duties or activity functions. This definition shall specifically  
37 exclude the interior of residences used by employees exclusively for residential  
38 purposes, except for remote workplace designation, which are under the authority,  
39 or maintenance of Naatsis’Aan Community School, Inc.

1 Section 6.06                    **Notice to Employees**

2  
3            A notice, substantially in the form as is set forth in this section below, shall be posted in  
4 each building in which the work of the school is conducted and shall be provided to every  
5 employee of the School pursuant to the Drug Free Workplace Act of 1988, P.L. 100-690. Those  
6 persons who are presently employed by the School shall be given a copy of the notice upon the  
7 adoption of this Manual by the Board. Thereafter, each employee shall be given a copy of the  
8 notice upon beginning his or her term of employment.

9  
10                                    **YOU ARE HEREBY NOTIFIED:**

- 11  
12            1.        THAT the unlawful manufacture, distribution, dispensing,  
13 possession, or use of a controlled substance; the possession or use  
14 of an alcoholic beverage; and/or the use of an otherwise lawful  
15 substance which, when used other than as intended by the  
16 manufacturer, alters the perception or physical reaction of the person  
17 using or consuming that substance or the vapors therefrom, is  
18 strictly prohibited in the workplace.
- 19            2.        THAT any violation of this prohibition may subject the employee to  
20 disciplinary action.
- 21            3.        THAT, as a condition of your employment, you are required to:
- 22                                    A.        Abide by the terms and requirements of the notice provided  
23 and the conditions of the *Drug Free Workplace Policy* while  
24 in the workplace.
- 25                                    B.        Notify the principal in writing immediately, but no later than  
26 five (5) calendar days of your conviction by any court of  
27 competent jurisdiction of drug abuse involving a controlled  
28 substance case.
- 29                                    C.        To assure a drug-free workplace, all government, school, and  
30 personal property on school campus may be inspected without  
31 prior notice to the employee. Uniform conditions of  
32 Employment.

33  
34            As a uniform condition of employment, every employee shall comply with the following:

- 35  
36            A.        Abide by the terms and requirements of this Manual and of the Notice to Employees  
37 provided in Section 6.06.

38 Section 6.07                    **Procedure Upon Receiving Notice of Drug Abuse Conviction**

39

1           Upon receiving the conviction notice of a drug abuse related illicit control substance, the  
2 principal shall provide the immediate supervisor of the convicted employee with a copy of the said  
3 notice.

- 4
- 5           A.     The immediate supervisor of the convicted employee shall immediately institute  
6 disciplinary action against the employee citing violation appropriate provisions of  
7 Section 6.05 and Section 6.06. The supervisor must provide information regarding  
8 the employee’s right to grievance.
  
  - 9           B.     If the employee so chooses to proceed with their grievance, they must submit their  
10 grievance to the Business Manager within ten (10) days.
  
  - 11          C.     A certified copy of the case document shall constitute sufficient proof of a violation  
12 of the appropriate provisions of the Manual.
  
  - 13          D.     The principal shall refer the convicted employee to seek counseling assistance or a  
14 state certified clinician to complete a psychosociological assessment to determine  
15 referral for a rehabilitation program.

16           In addition to the above, the principal shall prepare and cause notice of the said conviction  
17 to be provided to every grant or contract officer of programs for which the convicted employee  
18 was supplying services by virtue of his or her employment by the school. The notice shall be  
19 provided, in writing, to the appropriate grant or contract officer within ten (10) calendar days of  
20 receiving notice of a conviction. The notice shall contain the name and position title of the  
21 convicted employee, the identification number of each contract or grant so affected, and the court  
22 date of conviction and a summary of the offense for which a conviction was entered.

23   Section 6.08                   **Drug Awareness Program**

24

25           A drug awareness program shall be instituted and provided annually as part of the  
26 employee orientation at the beginning of each school year.

- 27
- 28           A.     The format and course content for the program shall be developed and maintained  
29 in consultation with the principal or their designee and such consulting experts as  
30 appropriate.
  
  - 31           B.     The format and course content shall be reviewed bi-annually by the principal or  
32 their designee. Format and course content and any modifications shall be subject  
33 to the principal’s approval.
  
  - 34           C.     At a minimum, the following topics:
    - 35               1.     The danger of drug abuse in the workplace.
    - 36               2.     The school’s policy of maintaining a drug-free workplace.

- 1                   3.     Any available drug counseling, rehabilitation, and employee assistance  
2                   programs.
- 3                   4.     The disciplinary penalties that may be imposed upon employees for drug  
4                   abuse in the workplace.

5   Section 6.09                   **Controlled Substance and Alcohol**

6  
7           Employees are prohibited from using or possessing alcohol, controlled substances on  
8 school premises and in GSA vehicles. Any employee violating this policy shall be escorted off the  
9 school premises and will be reported to the law enforcement. Any employee violating the  
10 controlled substance and alcohol policies are subject to appropriate disciplinary action, up to and  
11 including termination for offense.

12  
13           No employee shall be on the school premises who consumed alcoholic beverages or  
14 controlled substances. Controlled substances and alcohol testing shall be required, any school  
15 personnel should report reasonable suspicion to believe than an employee’s job performance or an  
16 employee’s behavior at a school function has been impaired using alcohol or a controlled  
17 substance. Reasonable suspicion shall be based on observations by school personnel and  
18 documented in writing by a signed statement. In addition, testing required whenever the supervisor  
19 has reasonable suspicion, based on knowledge of the circumstances of an accident, to suspect that  
20 the employee’s involvement in the accident was influenced any alcohol or a controlled substance.  
21 A signed statement shall document reasonable suspension.

22  
23           If controlled substance or alcohol testing is required, the employee shall be immediately  
24 transported to an appropriate testing facility for breath analysis, urinalysis, and/or blood analyses  
25 as appropriate. Refusal to cooperate with required testing shall be considered grounds for  
26 discipline, including termination.

27           An employee, at their cost, may obtain a second opinion on the test results. It is the  
28 employee’s responsibility to obtain any such second opinion.

29  
30           This policy shall not limit the authority of the school to rely on information other than illicit  
31 controlled substances and alcohol testing in the discipline of employees for drug and alcohol use.  
32 In addition, nothing in this policy shall require termination of employees receiving a positive illicit  
33 controlled substances or alcohol test, and the school may choose to support a rehabilitation or other  
34 process at the discretion of the school.

35  
36   Section 6.10                   **Smoking/Chewing Tobacco/ Controlled Substances**

37  
38           In keeping with the school’s intent to provide a safe healthy work environment; smoking,  
39 chewing tobacco, vape, and possession of alcohol or controlled substances are prohibited  
40 throughout the school campus. All said policies and penalties shall be considered cumulative. See  
41 Page 128 – Table of Disciplinary Penalties.

1 This policy applies equally to all board members, employees, and visitors.  
2

### 3 Section 6.11 Illicit Messages

4 While on school premises, and when engaged in any school related business or activity, no  
5 employee or guest may wear or display any clothing, jewelry, footwear, hats, posters, book covers,  
6 and the like that depict, advertise, or promote tobacco, vaping, or tobacco products, alcohol or  
7 alcohol products, drugs and/or controlled substances.  
8

9 The employees can wear clothing that are acceptable, without promoting unhealthy  
10 message for our students, youth, and community.  
11

12 The school will not allow employees to wear or display any clothing, jewelry, footwear,  
13 hats, posters, etc. that promotes or are associated with the “drug culture” i.e., items that refer to  
14 satanic or demonic cults, items that refer to gang membership, and “heavy metal” or similar items  
15 that refer to or promote unhealthy messages for young people such as suicide, sadism, drug use,  
16 violence, disrespect for authority, vulgarity, obscenity, and/or sexual harassment.  
17

### 18 Section 6.12 Community Standards

19  
20 Employees acknowledge and understand that NCSI belongs to the community, which it serves for  
21 the purpose of providing educational opportunities to all. For this reason, all employees of NCSI  
22 are expected to maintain high standards of conduct, in conformance with acceptable and  
23 reasonable community standards. It must be recognized that every school employee’s actions and  
24 conduct will be viewed and appraised by the community, staff, and students. Employees who  
25 compromise or embarrass NCSI by violating community standards are not considered appropriate  
26 for employment at NCSI and are not suitable role models for the students. Such employees may  
27 face disciplinary action up to, and including, termination.  
28

29 Examples of non-desirable conduct include, but are not limited to the following:  
30

- 31 • Public displays of affection
- 32 • Visible tattoos and piercings (treated as case by case)
- 33 • Showing up to work with “hickies” on visible parts of the body
- 34 • Inappropriate behavior in public (i.e., gossiping, slandering, threatening)

### 35 Section 6.13 Motor Vehicle Operation

36 Naatsis’ Aan Community School, Inc. (NCSI) has been directed by the Bureau of Indian Affairs  
37 (BIA) officials to adopt a Motor Vehicle Safety Policy consistent with their directive. This policy  
38 is necessary given the documented, national problem and resulting tragedies from unsafe driving  
39 in general and particularly driving motor vehicles while under the influence of alcohol or  
40 controlled substances. Allowing such conduct or the reasonable possibility of such conduct in  
41 school vehicles or in relation to school or school activities will not be tolerated.  
42

1 **I. Definitions**  
2

- 3 A. Employee. All Naatsis’Aan Community School permanent, temporary, intermittent,  
4 and contract employees; interns; student teachers; School Board members, volunteers,  
5 and anyone else who may drive a Naatsis’Aan Community School vehicle.  
6
- 7 B. Motor Vehicle. A Naatsis’Aan Community School, GSA owned, rented, or leased  
8 motor vehicle and/or privately owned, rented or leased motor vehicle, with a gross  
9 vehicle weight (GVW) of less than 26,000 pounds, designed to transport less than 15  
10 people, and which does not haul hazardous materials or tow vehicles with a GVW of  
11 10,000 pounds or more (e.g., sedans, light trucks, sports utility vehicles (SUVs) and  
12 all-terrain vehicles (ATVs).  
13
- 14 C. Motor Vehicle Operator. An Employee who drives a motor vehicle, including  
15 commercial motor vehicles, in the performance of their duties and responsibilities or  
16 while engaged in Naatsis’Aan Community School.  
17
- 18 D. Commercial Operator. An Employee who operates a commercial vehicle and is  
19 required to possess a Commercial Driver’s License. (CDL).  
20
- 21 E. Commercial Motor Vehicle. A vehicle having a GVW rating of more than 26,000  
22 pounds, a vehicle towing a trailer weighing 10,000 pounds or more, a vehicle hauling  
23 hazardous material which requires display signs noting the hazardous material content  
24 of the vehicle, a vehicle designed to transport 15 or more people including the driver,  
25 or a school bus. Operators of these vehicles must have a valid CDL.  
26

27 **II. Driver Qualifications**  
28

29 When an Naatsis’Aan Community School employee satisfies the following requirements,  
30 they may be authorized to drive an NCSI vehicle for related school business or activities.  
31

- 32 A. Must be 22 years of age or older.  
33
- 34 B. Possess a valid State driver’s license, CDL or other required license.  
35
- 36 C. Has requisite experience needed to drive the type of vehicle being assigned or used.  
37
- 38 D. Has no convictions or uncontested citations within the three-year period immediately  
39 preceding their submittal of GSA Form 3607, Motor Vehicle Operator’s License and  
40 Driving Record (or such similar form as may be developed by NCSI), for Reckless  
41 Driving, Driving While Intoxicated (DWI), Driving Under the Influence (DUI) or  
42 leaving the Scene of an Accident; and,  
43
- 44 E. Has not demonstrated a pattern of unsafe driving or behaviors (e.g., drug or alcohol  
45 abuse, multiple alcohol or drug related traffic or other offenses, unusual aggression,

1 etc.) that would cause a supervisor to question the likelihood that the individual will  
2 drive safely and prudently while on Naatsis' Aan Community School business.  
3

### 4 **III. Rules and Responsibilities**

5  
6 A. The Business Manager, in concurrence with the principal position at Naatsis' Aan  
7 Community School, presently, hereinafter "NCSI BM" is responsible for carrying out  
8 the requirements of this policy.  
9

10 B. Naatsis' Aan Community School, supervisors, administrators, and other applicable  
11 employees must:  
12

- 13 1. Ensure that duties and responsibilities assigned to an employee under their  
14 supervision, requires the operation of a motor vehicle in the performance of  
15 official or contractual duties, responsibilities, or activities.  
16
- 17 2. Ensure that each Naatsis' Aan Community School Motor Vehicle Operator under  
18 their supervision possesses a valid driver's license that indicates State  
19 authorization to operate the class of vehicle required in the performance of their  
20 duties. The supervisor shall also conduct an annual review of the employee's  
21 current license and a current motor vehicle driving record. If at any time the  
22 supervisor has a concern with an employee's driving record, he or she will initiate  
23 an annual review of the employee's driving record. Failure to meet this  
24 responsibility may result in disciplinary action against the supervisor.  
25
- 26 3. Based on available information, ensure authorization is not given to individuals  
27 with restricted driving privileges (i.e., home to work licenses).  
28
- 29 4. Ensure that no Motor Vehicle Operator permitted to operate a "motor vehicle" in  
30 the performance of official duties while:  
31
  - 32 (a) intoxicated or influenced by ingesting controlled substances or consuming  
33 intoxicating beverages, including any impairment resulting from the use of  
34 prescription or over-the-counter drugs; or  
35
  - 36 (b) impaired by a medical or physical condition, or other factor that affects  
37 his/her motor skills, reaction time, or concentration.  
38
- 39 5. Immediately terminate driving privileges for a Motor Vehicle Operator who is:  
40
  - 41 a. Arrested for, charged with, or convicted of Reckless Driving, Driving While  
42 Intoxicated (DWI), or Driving Under the Influence (DUI).  
43
  - 44 b. Arrested for, charged with, or convicted of a criminal offence related to a  
45 traffic incident involving alcohol or drugs, including but not limited to  
46 vehicular homicide, vehicular manslaughter, or endangerment.



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- c. Disqualified from holding a state driver’s license, including restriction, suspension, revocation, or cancellation of a state driver’s license for the type and class of vehicle operated.
  - d. If employee is required to possess a CDL to perform employee’s job-related duties and upon request, fails to provide a valid CDL medical certificate.
  - e. If no positions are available, for which employee is qualified, that do not require a valid driver’s license, the supervisor shall initiate termination proceedings under Naatsis’Aan Community School policies.
6. Employee’s supervisor shall initiate appropriate disciplinary action against Employee pursuant to Naatsis’Aan Community School Policies and Procedures, up to and including termination, for the following.
- a. Is convicted for operating a motor vehicle under the intoxicating influence of alcohol, narcotics, pathogenic drugs or illegal substance.
  - b. Is convicted of leaving the scene of an accident without making his or her identity known and fails to submit an accident form GSA incident form or police form.
  - c. Is not qualified to operate a “motor vehicle” safely because of a physical or medical condition.
  - d. No longer possesses a state license by revocation or suspension.
  - e. Fails to report incidences noted in paragraph 6 above to his or her supervisor.
  - f. Exhibits behaviors inconsistent with the safe and prudent operation of a motor vehicle.
- 1. Although not required of Naatsis’Aan Community School, a supervisor may, where appropriate, recommend an employee assistance program (EAP) and other programs if they are available to employees whose performance appears impaired using controlled substances, prescription drugs, or intoxicating beverages. Employee has no right to this action; it is entirely at the discretion of Naatsis’Aan Community School and is not a condition to nor does it preclude termination; and
  - 2. Take appropriate actions to investigate allegations of employee’s alcohol or drug use problem or history of unsafe driving, regardless of whether the Employee has ever been charged with an offense. Supervisors may at their discretion, consider a

1 pattern of unsafe driving acts as a factor in determining whether an employee  
2 meets driver qualifications. (For example, an employee is convicted of DWI or  
3 other unsafe driving practices over a 10-year period, with DWI arrest longer than  
4 three-years preceding their submittal of GSA Form 3607 or similar Naatsis' Aan  
5 Community School Form, Motor Vehicle Operator' License and Driving Record).  
6

7 g. Employees, have responsibility to inform supervisors of operator  
8 incidents or behaviors that would be considered covered by this policy or  
9 represent unsafe driving behavior. All Employees share an affirmative  
10 duty to ensure Naatsis' Aan Community School vehicles are used properly  
11 by responsible individuals who have a high regard for both personal and  
12 public safety while operating a government vehicle. Employees may  
13 report any suspected violations to their supervisor. Due to the public  
14 safety implications of this duty to report, employees failing to report as  
15 required under this policy shall be disciplined, including termination.

16 **IV. Operator Requirements**

17 Motor Vehicle Operators must:

- 18 A. Comply with State, local, and tribal traffic laws and the lawful instruction of  
19 emergency and law enforcement personnel.
- 20 B. Abstain from ingesting controlled substances, intoxicating beverages, prescription  
21 drugs or other medications that caution against operating a motor vehicle when taken  
22 to avoid being impaired while driving.
- 23 C. Not transport intoxicating beverages, controlled substances, or any passenger who is  
24 in possession of intoxicating beverages or controlled substances without written  
25 approval of immediate supervisor. Exceptions to this prohibition are allowed for  
26 social services, emergency, and law enforcement personnel whose duties and  
27 responsibilities require otherwise.
- 28 D. Not transport unauthorized passengers in a Naatsis' Aan Community School owned or  
29 leased motor vehicle.
- 30 E. Report to his/her supervisor any medical or physical condition, including the use of  
31 controlled substances, prescription, or over-the-counter drugs, which may impair the  
32 driver from the safe operation of a motor vehicle.
- 33 F. Successfully complete motor vehicle safety training at least every three years.
- 34 G. Notify their supervisor immediately upon any driving or motor vehicle related ticket,  
35 arrest, or conviction if their State driving privileges are restricted, suspended,  
36 revoked, or canceled, or if they have otherwise disqualified from holding a license.  
37 Employees are also responsible for reporting any situation that may alter their  
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1 authorization or ability to operate a motor vehicle, such as any legal or court ordered  
2 suspension of driving privileges or any limiting medical condition.

- 3  
4 H. Report all incidents involving a “motor vehicle” that occur during the performance of  
5 their official duties.  
6  
7 I. Report all on-duty incidents involving a “motor vehicle” that could result in a  
8 violation, citation, charge, arrest, warrant, or civil action.  
9  
10 J. Report all incidents involving a ‘motor vehicle’ and the use of controlled substances  
11 or intoxicating beverages; impairment resulting from prescription or over-the-counter  
12 drugs, illness, or medical condition; or other factors that impair concentration, motor  
13 skills or reaction time.  
14  
15 K. Report any restriction, suspension, revocation, or cancellation of their driver’s  
16 license, for any length of time, or any disqualification from holding a State,  
17 commercial or international operator’s license; and  
18  
19 L. Notify supervisors of these incidents no later than the following business day after  
20 their occurrence. Failure to inform the supervisor of any such situation may subject  
21 employees to disciplinary action, up to and including termination.  
22

23 **V. Authorization Procedures**

- 24  
25 A. All employees must annually submit a GSA Form 3607 request authorization to  
26 operate a motor vehicle in carrying out the duties of their positions.  
27  
28 B. Supervisors will review the driving record and take action as appropriate, including  
29 the renewal or revocation of Naatsis’Aan Community School driving privileges.  
30

31 **VI. Failure to Report Incidents Involving Motor Vehicles.**

32 Failure of the motor vehicle operator to report such incidents of traffic citations or  
33 accident violations to the supervisor as soon as possible after the occurrence, but no later  
34 than the next business day may result in disciplinary or other adverse action.  
35

- 36 **VII.** Should an employee’s Naatsis’Aan Community School driving authorization be revoked  
37 pursuant to this policy, the employee may be reassigned to another position which does  
38 not require a Naatsis’Aan Community School Driving Authorization if available or be  
39 terminated as an employee. Failure to possess a valid and current Naatsis’Aan  
40 Community School Driving Authorization or valid state driver’s license if either is  
41 required under employee’s job description or in the performance of their duties  
42 constitutes good cause for dismissal.

- 43 **VIII.** Appeals or grievances regarding any action taken pursuant to this policy should be  
44 pursuant to the appeals and grievances procedures in these policies and procedures.

1 IX. This policy is enacted to protect the health, safety, and welfare of our students, staff, and  
2 community.  
3

4 Section 6.14 **Anti-Harassment Policy**

- 5  
6 A. Naatsis’Aan Community School is committed to maintaining an acceptable  
7 working and educational environment free from all forms of discrimination and  
8 harassing conducts and other related activities. Naatsis’Aan Community School  
9 expects and requires all Board Members, employees, students, parents, vendors,  
10 guests and other members of Naatsis’Aan Community School, community, and  
11 educational community (hereinafter referred to collectively as the NCSI  
12 community), to conduct themselves in an appropriate manner with concern and  
13 respect for all other members of NCSI community. Discrimination or harassment  
14 based on race, national origin, religion, family or clan relations, age, sex, gender  
15 identification, sexual orientation, socioeconomic status, ability, or disability in any  
16 form will not be tolerated. Any student or employee of NCSI, who believes he or  
17 she has been discriminated against, denied a benefit, or excluded from participation  
18 in any NCSI educational program or activity may and is encouraged to file a  
19 complaint pursuant to this policy. Any questions regarding this policy should be  
20 directed to the principal or, if the principal is involved in the matter, the President  
21 of the Board. This policy is in effect in all academic programs, the workplace and  
22 in other work/academic related settings, such as, Naatsis’Aan Community School-  
23 related trips, activities, and events.  
24
- 25 B. It is the policy of Naatsis’Aan Community School, to maintain an acceptable  
26 working and learning environment for students and employees that is free from  
27 discrimination or harassment of any kind, including sexual harassment, bullying,  
28 hazing or similar activity. If such incident of a case relating to such a matter, a  
29 complaint needs to be file with Business Manager or the Principal. It is a violation  
30 of this policy for any member of NCSI community, as identified in the first  
31 paragraph, to discriminate or harass another through conduct or communication as  
32 defined in this policy. Any allegation of discrimination or harassment will be  
33 investigated and, if a violation of this policy is substantiated, disciplinary action  
34 will be taken.  
35
- 36 C. Each person in the NCSI community is responsible for promoting the  
37 understanding and acceptance of and assuring compliance with, applicable Navajo  
38 and Federal Laws, and NCSI policies and procedures governing discrimination and  
39 harassment.  
40
- 41 D. It is the responsibility of every employee, student, and parent to recognize the acts  
42 of discrimination and harassment and take every reasonable action necessary to  
43 ensure that the applicable policies and procedures of NCSI are complied with.  
44

1 E. It is a violation of this policy for any NCSI community, to engage in or condone  
2 discrimination or harassment at NCSI or any NCSI related activities, furthermore,  
3 failure to report such an incident will result in disciplinary action.  
4

5 F. This policy is not designed or intended to limit NCSI's authority to take disciplinary  
6 or remedial action when such harassment occurs outside NCSI, but has a connection  
7 to the school, or is disruptive to or materially and substantially interferes with an  
8 employee's work, personal life, a student's schoolwork, or participation in NCSI  
9 related opportunities or activities.  
10

11 Reports of cyber-bullying by electronic or other means, occurring in or out of NCSI  
12 will be reviewed and, when a connection to NCSI, work or school exists, they will  
13 result in discipline. Parents of students alleged to have engaged in cyber harassment  
14 will be invited to attend a meeting at which the activity, words, or images subject  
15 to the complaint will be reviewed. A student disciplined for cyber-bullying will not  
16 be re-admitted to the regular school program until the parent(s) attend such meeting.  
17

18 Refer to Student/Parent Handbook and other referral for applicable outside agents.  
19

20 G. Any employee or student who believes that he or she has been subjected to  
21 harassment has the right to file a complaint and to receive prompt and appropriate  
22 handling of the complaint. Further, all reasonable efforts shall be made to maintain  
23 the confidentiality and protect the privacy of all parties, but proper enforcement of  
24 this policy may require disclosure of any or all information received.  
25

26 H. Knowingly providing false reports of harassment or manipulation of investigative  
27 processes will be subject to disciplinary action.  
28

29 I. Any student or staff member who, after an investigation, has been found to have  
30 engaged in the discrimination or harassment of a student or staff member in any  
31 NCSI setting or at any NCSI-sponsored or related event will be subject to  
32 disciplinary action.  
33

### 34 Definition of Terms 35

36 "Harassment" is conduct or speech that is unwelcome, intimidating, derogatory, hostile  
37 and/or offensive; and has the purpose, or effect, of unreasonably interfering with a student's  
38 ability to learn or a staff member's ability to work. Harassment may be student-to-student,  
39 adult-to-student, student-to-adult, or adult-to-adult. Harassment may be offensive to a  
40 person for a variety of reasons, including sex, gender identification, race, ethnic  
41 background, religion, age, sexual orientation, socioeconomic status, ability, or disability.  
42

43 "Conduct" includes gestures, "body language," speech, or physical contact; it also includes  
44 writing, electronic transmittals, displaying pictures or making drawings.  
45

1 "Sexual harassment" is harassment which is of a sexual nature. Sexual harassment can  
2 include a range of behaviors, express or implied, including sexual insults and name-calling,  
3 off color jokes, intimidation by words or actions, leering, offensive touching, and pressure  
4 for sexual activity.

5  
6 Sexual harassment is a form of sex discrimination. The term "sexual harassment" is defined  
7 as follows:  
8

9 Any sexual advances, requests for sexual favors and other verbal or physical conduct of a  
10 sexual nature when: (i) submission to or rejection of such advances, requests or conduct is  
11 made either explicitly or implicitly a term or condition of employment or the provision of  
12 the benefits, privileges or placement services or as a basis for the evaluation of academic  
13 achievement; or (ii) such advances, requests or conduct have the purpose or effect of  
14 unreasonably interfering with an individual's employment or education by creating an  
15 intimidating, hostile, humiliating or sexually offensive employment or educational  
16 environment.  
17

18 Under Federal Law, Title IX regulations, **Sex Based Harrassmet and Discrimination**,  
19 "sexual harassment" is defined as "verbal or physical contact of a sexual nature, imposed  
20 on the basis of sex, by an employee or student, which is unwelcome, hostile or  
21 intimidating." Letter to McCoy from OCR Region V, April 27, 1993, citing 34 CFR's  
22 106.31 (b)(1) through (4) and (7).  
23

24 Examples of sexual harassment include, but are not limited to, unwelcome sexual advances,  
25 requests for sexual favors, and other unwelcome verbal, visual or physical contact of a  
26 sexual nature when that conduct has the purpose or effect of having a negative impact on  
27 performance or of creating an intimidating, hostile, humiliating, or offensive educational  
28 or work environment.  
29

30 "Discrimination" for the purpose of this policy is conduct or speech which conveys  
31 discrimination based on sex, gender identification, race, color, sexual orientation,  
32 socioeconomic status, age, religion, national origin and/or disability in any educational  
33 programs, activities, or employment.  
34

35 "Bullying" for the purpose of this policy is the repeated use by one or more individuals of  
36 a written, verbal or electronic expression or a physical act or gesture or any combination  
37 thereof, directed at a victim that: (1) causes physical or emotional harm to the victim or  
38 damage the victim's property; (2) places the victim in reasonable fear of harm to himself  
39 or of damage to his property; (3) creates a hostile environment at work, school, or NCSI  
40 related activities for the victim; (4) infringes on the rights of the victim at work, school or  
41 NCSI related activities; or (5) materially and substantially disrupts the work or education  
42 process or the orderly operation of NCSI.  
43

44 "Cyber-bullying" for the purpose of this policy is defined as bullying through the use of  
45 technology or any electronic communication, which shall include, but shall not be limited  
46 to, any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature

1 transmitted in whole or in part by a wire, radio, electromagnetic, photo electronic or photo  
2 optical system including, but not limited to, electronic mail, internet communications,  
3 instant messages or facsimile communications. Cyber-bullying shall also include (1) the  
4 creation of a web page or blog in which the creator assumes the identity of another person  
5 or (2) the knowing impersonation of another person as the author of posted content or  
6 messages, if the creation or impersonation creates any of the conditions enumerated in  
7 clauses (1) to (5), inclusive, of the definition of bullying. Cyber-bullying shall also include  
8 the distribution by electronic means of a communication to more than one person or the  
9 posting of material on an electronic medium that may be accessed by one or more persons,  
10 if the distribution or posting creates any of the conditions enumerated in clauses (1) to (5),  
11 inclusive, of the definition of bullying.

12  
13 Bullying shall be prohibited: (1) on NCSI grounds, property immediately adjacent to NCSI  
14 grounds, at a NCSI sponsored or NCSI related activity, function or program whether on or  
15 off NCSI grounds, or at a school bus stop, on a school bus or other vehicle owned, leased  
16 or used by NCSI, or through the use of technology or an electronic device owned, leased  
17 or used by NCSI and (2) at a location, activity, function or program that is not owned,  
18 leased or used by NCSI, if the bullying creates a hostile environment at work, school or  
19 NCSI for the victim, infringes on the rights of the victim at NCSI or materially and  
20 substantially disrupts the education process or the orderly operation of NCSI.

21  
22 “Hazing” is defined as any conduct or method of initiation into any student organization  
23 which willfully or recklessly endangers the physical or mental health of any student or  
24 person. Incidents of hazing must be reported to the appropriate law enforcement officials  
25 as soon as reasonably practicable.

26  
27 Hazing is defined as any conduct or method of initiation into any student organization,  
28 whether on public or private property, which willfully or recklessly endangers the physical  
29 or mental health of any student or other person. Such conduct shall include whipping,  
30 beating, branding, forced calisthenics, exposure to the weather, forced consumption of any  
31 food, liquor, beverage, drug or other substance, or any other brutal treatment or forced  
32 physical activity which is likely to adversely affect the physical health or safety of any such  
33 student or other person, or which subjects such student or other person to extreme mental  
34 stress, including extended deprivation of sleep or rest or extended isolation.

35  
36 “Employee”, for the purpose of this policy, includes any individual who receives  
37 compensation from NCSI for service provided at NCSI or at NCSI-sponsored activities. It  
38 also includes contracted service providers and their employees and volunteers who work,  
39 provide services, or participate in activities at NCSI or in NCSI related activities, or on  
40 NCSI student or other transportation vehicles.

#### 41 42 Procedures for Reporting and for Conducting an Investigation

43  
44 In responding to and resolving complaints, the NCSI community will be guided by six  
45 goals:

- 46 • focus on changing behavior rather than simply punishing the offender.

- engage students and staff in dialogue so that they may learn more about the impacts of behaviors and attitudes.
- maintain, as much as practicable, the confidentiality of the alleged victims and offenders by involving as few people as possible in the resolution of the problem.
- protect the complainant from retaliation.
- ensure prompt and thorough attention to all complaints; and,
- stop the discrimination or harassment.

The students may report to any employee, any incident they believe involves possible discrimination or harassment.

Any employee who has received a report regarding a student, verbally or in writing, will forward the report to the Principal and/or designee within twenty-four (24) hours of receipt of such report. Staff may also report incidents regarding adults to their supervisor, principal, or in the event of a conflict, to the Board President. SCAN reports shall be filed separately as applicable and as required.

Any employee who has reliable information that would lead a reasonable person to suspect that a person is an instigator/participant, or a target of discrimination or harassment shall immediately report it to the administration.

Naatsis' Aan Community School shall document any prohibited incident that is reported and confirmed, as well as the resulting consequences, including discipline and referrals.

Oral and anonymous complaints will be reviewed but are inherently difficult to investigate and may not be procedurally fair, as a result no disciplinary action shall be taken on anonymous complaints unless independently verified by other convincing evidence. All charges of discrimination or harassment, if not originally submitted in writing, should be summarized in writing, and verified by the victim to include the specifics of the complaint to ensure the subsequent investigation is focused on the relevant facts.

In cases involving a staff member alleged to have engaged in discriminatory or harassing conduct or communication, the principal shall be notified immediately and either investigate or appoint an investigating officer within twenty-four (24) hours of receiving the complaint, or as soon thereafter as is possible and pertinent.

In cases involving a student alleged to have made discriminatory or harassing conduct or communication, the Principal or his/her designee will be the investigating officer.

Harassment or discrimination is determined from the viewpoint of a reasonable person in the complainant's situation. When an individual complains about harassment, NCSI must assess the facts and circumstances from that viewpoint.

The investigating officer will initiate and complete an investigation as soon as possible, normally within two weeks. The investigation may, but need not necessarily, include



1 interviewing the complainant; the person alleged to have made the harassing or  
2 discriminatory conduct or communication; and such other person(s) as the investigating  
3 officer deems necessary or appropriate to complete a thorough investigation of the  
4 allegation. An opportunity to be heard will be provided, consistent with NCSI's policies  
5 and procedures on the same.  
6

7 The principal, where appropriate, will assist the complainant to communicate directly to  
8 the alleged perpetrator, in person or in writing, the negative impact of the behavior and the  
9 need to stop the behavior.  
10

11 The investigating officer will conclude whether a violation of this policy or other policies  
12 have occurred and communicate such findings to the principal. The principal shall ensure  
13 other parties, including complainant and alleged perpetrator, are informed of the findings  
14 as appropriate under the circumstances.  
15

16 Unresolved investigations will be reported as such.  
17

### 18 Disciplinary Action 19

20 Any violation of this policy will be subject to disciplinary action. In the case of a student  
21 found to have violated this policy, disciplinary action will be determined by the Principal  
22 and can range from a verbal warning to removal from the school setting. In the case of staff  
23 found to have violated this policy, disciplinary action will be determined by the Principal  
24 in consultation with the employee's supervisors and may include dismissal.  
25

26 If the alleged sexual harassment constitutes sexual, physical, or emotional abuse of a child,  
27 then a report will be made immediately pursuant to the SCAN policy.  
28

### 29 Retaliation 30

31 Retaliation is forbidden against any person who has alleged discrimination or harassment,  
32 testified, or participated in an investigation of a claim of discrimination or harassment.  
33 Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.  
34 If it occurs, it can be considered independent grounds for dismissal of staff personnel and/or  
35 removal from the educational setting for a student. Any allegation of reprisal will be subject  
36 to the same kind of investigation and disciplinary actions as are described above.  
37

### 38 Reporting 39

40 Reporting shall be to the principal, who is the Compliance Officer. Reports shall be made  
41 using and complying with the Discrimination/Harassment Report Form (below). If the  
42 principal is allegedly involved in the report, then the report shall be delivered to the  
43 Education Board President or designee.

1 **APPENDIX VI-A DISCRIMINATION/HARASSMENT REPORT FORM**

2  
3 **COMPLAINT FORM**

4 (To be filed with the Compliance Officer. The Compliance Officer is the Principal or in the  
5 event the Principal is involved, the Board President or designee)  
6

7  
8 Please print:

9 Name:  
10

11 Date:  
12

13 Address:

14 Telephone No.(s):

15 During the hours of:  
16  
17

18 I wish to complain against:

19 Name of person, school (department), program, or activity:  
20

21 Address:

22 Specify your complaint by stating the problem as you see it. Describe the incident, the  
23 participants, the background to the incident, and any attempts you have made to solve the  
24 problem. Be sure to note relevant dates, times, places, and witness(es).  
25

26 Date(s) of the action(s) against which you are complaining:  
27

28 If there is anyone who could provide more information regarding this, please list name(s),  
29 address(es) and telephone number(s).  
30

31 NAME

ADDRESS

TELEPHONE NO.

32  
33  
34

1 The projected solution:

2

3 Indicate what you think can and should be done to solve the problem. Be as specific as possible.

4

5 I certify that this information is correct to the best of my knowledge.

6

7 \_\_\_\_\_  
Signature of Complainant

8

9 The compliance officer shall give one copy to the complainant and shall retain one copy for the  
10 file.

11

1 Section 6.15 **Child Abuse Detection, Reporting, Prevention**

2 A. Statement of General Policy

- 3
- 4 1. It is the policy of Naatsis’ Aan Community School, Inc. that child abuse, whether physical,  
5 emotional, or sexual, be recognized and reported to the proper authorities. It shall be the  
6 duty and responsibility of each member of the Naatsis’ Aan Community School staff in  
7 contact with students to be aware of the criteria for identifying a student’s mood, conduct,  
8 physical condition, and educational performance as they may suggest the presence of  
9 abusive influences and experiences and to report the same to the appropriate authority.  
10 Classroom teachers, school counselors, and all staff whose duties require regular contact  
11 with students shall receive training in the recognition of the symptoms of abuse,  
12 recommended methodologies of interacting and counseling with students who are  
13 suspected to be the victim of abuse and the record keeping and reporting procedures  
14 promulgated in support of this policy. This policy is enacted pursuant to the Indian Child  
15 Protection and Family Violence Prevention Act, P.L. 101-630, 1990.  
16
- 17 2. NCSI adopts and staff shall follow the SCAN protocols set forth in Bureau of Indian  
18 Education Suspected Child Abuse/Neglect (SCAN) & Employee Incident Reporting  
19 Protocol (SCAN Protocol), Revised 2023, and any amendments thereto. **The SCAN  
20 Protocol can be accessed by Googling “BIE SCAN Report”.**
- 21 3. Every time a SCAN event occurs, the individuals should reference the BIE website to  
22 ensure use of up-to-date forms.

23

24 B. Reporting Requirements

25

26 All NCSI staff are **CONSIDERED** “Mandated Reporters.” Mandated Reporters, who learn of  
27 facts that give reason to suspect that a child has suffered an incident of child abuse; know or have  
28 a reasonable suspicion that a child was abused in Indian country; OR know that actions are being  
29 taken OR will be taken that would reasonably be expected to result in the abuse of a child in Indian  
30 country, MUST immediately contact local law enforcement, local child protective services or the  
31 Indian Country Child Abuse Hotline. The hotline number is 1-800-633-5155, and Michelle Begay,  
32 Program Specialist, of the BIE or her successor.

33 C. Failure to Report

34

35 Mandated Reporters who, while engaged in a professional capacity or activity on federal land or  
36 in federally operated (or contracted) facility, learns of facts that give reason to suspect that a child  
37 has suffered an incident of child abuse, as defined in Public Law 101-630 (*Appendix A of the SCAN  
38 Protocol*) and Public Law 101-647 (*Appendix B of the SCAN Protocol*), and fails to make a timely  
39 report as required, shall be guilty of a Class B misdemeanor. The person may also be fined up to  
40 \$5,000 and/or imprisoned up to 6 months in jail.

41

42 Any supervisor or person in authority who inhibits or prevents a Mandated Reporter from making  
43 a report may be fined up to \$5,000 and/or imprisoned up to 6 months in jail.

1  
2 Instances, where NCSI has determined mandated reporter fail to report, in accordance, with SCAN  
3 protocol; NCSI will take disciplinary action against the employee to include immediate  
4 termination of employment.

5  
6 D. Types of Abuse  
7

8 Child abuse can take many forms; however, there are four major types of abuse that must be  
9 reported: spiritual, psychological, physiological, social/environmental abuses, which includes:  
10 sexual abuse, mental abuse, physical abuse, and neglect. When completing a SCAN Report, it is  
11 crucial that the individual completing the report indicates the specific type of abuse for which they  
12 have knowledge or suspicion. For reporting purposes, any knowledge of or suspicion of sexual  
13 abuse, physical abuse, emotional abuse, or physical and/or emotional neglect, must be documented  
14 and if the abuse meets the definitions outlined in Public Law 101-630 (*Appendix A of the SCAN*  
15 *Protocol*) and/or Public Law 101-647 (*Appendix B of the SCAN Protocol*), the abuse must be  
16 reported to the proper law enforcement and child protection authorities immediately. Please refer  
17 to the SCAN Protocol for definitions and explanations of the four types of abuse.  
18

19 E. Reportable Incidents  
20

21 The SCAN Protocol establishes two distinct categories for reporting with SCAN as the more  
22 serious and Incident Report as the least.  
23

24 1. SCAN  
25

- 26 a. Where it is clear that abuse or suspected abuse has occurred ***to a child by an adult***  
27 and the circumstances meet the definition of child abuse and/or the circumstance  
28 poses an immediate danger or short-term threat to a child. Such incidents include  
29 but are not limited to:  
30
- 31 a. Any case in which a child is subjected to sexual assault, sexual molestation,  
32 sexual exploitation, sexual contact, sexually explicit conduct, or prostitution.
  - 33 b. Evidence of physical injury such as severe skin bruising and/or bleeding after  
34 being struck, thrown, or treated inappropriately.
  - 35 c. Evidence of burns, fracture of any bone, subdural hematoma (head injuries),  
36 soft tissue swelling, and/or such conditions that are not justifiably explained or  
37 may not be the product of an accidental occurrence.
  - 38 d. Confirmed or suspected malnutrition or failure to thrive.
  - 39 e. Confirmed or suspected fighting, threatening, or inflicting bodily harm on a  
40 child.
  - 41 f. Any situation that is comparable in nature to the examples and situations  
42 identified above.
- 43
- 44 b. When an allegation of ***sexual abuse*** has been raised where the alleged offender is  
45 another student, it is filed immediately as a SCAN report. All other child-on-child  
46 incidents are addressed in accordance with the established procedures of NCSI.

- 1  
2 c. Allegations that are not clear that they meet the definition of “abuse” and/or the  
3 circumstance poses a near- or long-term threat to a child, which may include physical  
4 contact, are also considered SCAN reports. They include but are not limited to:  
5  
6 a. Corporal punishment, defined as punishment administered by an adult to the  
7 body of a child ranging in severity from a slap to a spanking.  
8  
9 b. Incidents of unwarranted grabbing or pushing a child, grabbing a child by their  
10 clothing, assaulting a child, or pulling a child’s hair in such a way that is harmful  
11 and/or intentional.  
12  
13 c. Lack of parental supervision/care:  
14  
15 i. Child appears to be treated in a neglectful way such as clothing  
16 inappropriate for weather conditions; lack of shelter and/ or needed  
17 medical and/or dental care.  
18  
19 ii. School-age child (1<sup>st</sup> – 6<sup>th</sup> grade) left without adequate supervision for  
20 extended periods during day or night such as periods exceeding 2 hours  
21 or overnight (time of day and reason child is left alone must be taken  
22 into consideration) -- this could apply to students in the dormitory; and  
23  
24 iii. Pre-school child left without any supervision.  
25

26 ***Note: Incidences that ensure a child’s safety are considered “safety measures” therefore***  
27 ***are not reportable offenses.***  
28

- 29 2. Employee Incident Report – Actions by an employee, volunteer, contractor, or consultant  
30 that do not meet the definitions of “abuse” and where no physical contact is indicated. It  
31 is verbal in nature. This includes but it not limited to:  
32  
33 a. Discourteous conduct involving a student, such as using inappropriate language,  
34 making inappropriate comments of a non-sexual manner, calling names, insulting, or  
35 humiliating a child, shouting, cursing, etc.  
36  
37 b. As stated in 62 BIAM 9.12... “Corporal punishment of all kinds, and solitary  
38 confinement, or anything which smacks of imprisonment calculated to bring shame and  
39 humiliation upon pupils, is prohibited and may be made the basis for charges with a  
40 view to possible dismissal.”  
41  
42 3. Other incidents that do not meet the definition of child abuse but are criminal in nature  
43 should be reported directly to local law enforcement. Examples of criminal incidents  
44 include, but are not limited to:  
45

- a. Confirmed or suspected drinking with, transferring, or selling intoxicants to students on or off BIE/government premises.
- b. Confirmed or suspected transferring or selling marijuana, narcotics, or dangerous drugs to students on or off BIE/government premises.
- c. Confirmed or suspected transferring or selling prohibited items such as cigarettes to students on or off BIE/government premises.
- d. Any situation that is comparable in nature to the examples and situations identified above.

F. Reporting Format – SCAN Report

1. The Suspected Child Abuse/Neglect Report, *Revised in 2019* and as may be amended, is used for documenting incidents of suspected child abuse within NCSI. The report will be referred to as the “SCAN Report” (*Appendix D of the SCAN Protocol*) along with supporting documents; electronic forms are available at the BIE website. A report of suspected abuse is the equivalent of a request for an investigation by local law enforcement and/or child protection authorities. The formal investigation is the lawful assessment by an authorized agency to determine if harmful condition(s) exist involving a minor and what emergency action should be undertaken for the safety of the child. The NCSI’s role is to ensure the suspected child abuse is reported in a manner that is clear and as accurately as possible, so an investigation is initiated by proper authorities.
2. When a SCAN Report is filed, it is critical that the report be completed accurately, and all appropriate notifications made accordingly. Of equal importance is the action taken after the SCAN Report has been completed. Depending on the seriousness, some action must be taken almost simultaneously to completing the SCAN Report.
3. A SCAN Report will be completed when a Mandated Reporter, while engaged in a professional capacity or activity, learns of facts that give reason to suspect that a child has suffered an incident of child abuse. The Mandated Reporter does not have to prove the suspected child abuse has occurred, but they must describe the behavior or physical signs that led them to suspect a child has been abused. Persons who make a report of child abuse based upon their reasonable belief and in good faith are immune from civil and criminal liability.

- 1 4. The Mandated Reporter will contact their immediate supervisor and work with their  
2 supervisor to complete the report. If the alleged offender is the Mandated Reporter's  
3 immediate supervisor or if the Mandated Reporter has concerns about reporting directly to  
4 their immediate supervisor, they may submit the SCAN Report directly to the BIE Program  
5 Specialist (SCAN) Office. The report must be completed within the Mandated Reporter's  
6 regularly scheduled workday and the SCAN Report must be submitted to the BIE Program  
7 Specialist (SCAN) Office within the established timeframes. This includes those reports  
8 that are non-staff related. The timeframes for reporting are identified in Chapter 5 of the  
9 SCAN Protocol and specific instructions on how to complete the SCAN Report.

10  
11 G. Reporting Format – Employee Incident Report  
12

13 The Employee Incident Report Form (*Appendix E of the SCAN Protocol*) will be used to  
14 document non-physical incidents involving employee(s), volunteers, contractors, and  
15 consultants. The Principal/Administrator will intervene immediately to establish the  
16 validity of the report and resolve the issue(s) at the lowest level and as expeditiously as  
17 possible. A copy of the initial report with follow-up information must still be submitted to  
18 the Program Specialist (SCAN).  
19

20 H. Confidentiality  
21

- 22 1. All cases of child abuse allegations shall be treated within the guidelines of Federal  
23 laws protecting children, employees, and all parties involved. ***Confidentiality must be***  
24 ***a priority throughout the process.*** The Mandated Reporter may remain anonymous,  
25 but to document that a Mandated Reporter did not fail to report child abuse in  
26 accordance with Federal law, and so that law enforcement and child protective services  
27 can contact the Mandated Reporter if they need additional information, a SCAN Report  
28 must be completed. The SCAN Report has a section regarding protecting the  
29 confidentiality of individuals involved. On that section, the Mandatory Reporter must  
30 indicate whether they want their identity protected and initial their intent on the SCAN  
31 Report. If the Mandated Reporter indicates that they want their identity protected, a  
32 cover sheet indicating a protected source must be used to cover page 1 of the SCAN or  
33 Employee Incident Report (*Appendix F of the SCAN Protocol*). The identity of all  
34 reported victims must always be protected and must not be disclosed to anyone who  
35 does not have a need to know. Individuals who have a need to know are limited to  
36 direct line supervisors of the individuals involved, NCSI legal counsel, the Program  
37 Specialist (SCAN), Law Enforcement representatives, and Child Protection Services  
38 personnel.  
39



1 2. Distribution, copying, or unauthorized use of the information contained in the SCAN  
2 Report or official SCAN Report file is strictly prohibited. The identity of the person  
3 making a child abuse report, as part of their official duties, will not be disclosed to  
4 individuals who do not have a need to know without written consent of the individual.  
5 However, an investigative agency (law enforcement or social services) may provide  
6 information, records, and the name of the informant without written consent to a court  
7 of competent jurisdiction or an employee of a tribe, state or the Federal Government  
8 who needs to know the information in the performance of his/her duties.  
9

10 I. Bad Faith Reporting

11  
12 A NCSI employee who knowingly files a false report will be addressed accordingly by  
13 NCSI. Where a conflict-of-interest arises between employees, the Principal/Administrator  
14 will intervene and take all proper action(s) to resolve. There is no immunity from civil or  
15 criminal liability for Bad Faith Reporting and associated action.  
16

17 J. Protection of Involved Child

18  
19 An initial assessment must be completed by the Principal/Administrator, and/or  
20 appropriate personnel at the time of the incident. The assessment will address whether  
21 there is a need for protection of the child and what action is required to ensure the protection  
22 and well-being of the child. Depending on the seriousness and the instruction received  
23 from local law enforcement or child protection services, action may include, but not be  
24 limited to medical attention, counseling services, removal, or protective placement,  
25 contacting relatives, etc. All arrangements to protect the child shall be made immediately  
26 in conjunction with law enforcement and child protection services.  
27

28 K. Mandatory Segregation

29  
30 a. An employee who has had a SCAN report filed against them will immediately be  
31 removed from contact with or control over all children by re-assignment to another  
32 position or location away from contact with children for the duration of the  
33 investigation; if that is not possible, the individual will be placed on administrative  
34 leave until clearance is established. If the employee is placed on administrative  
35 leave, they will be advised that they must be available at any time for contact by  
36 local law enforcement, child protections services and/or the respective  
37 Principal/Administrator.  
38

39 b. For Employee Incident Reports, segregation is based on circumstances and at the  
40 discretion of the Principal/Administrator.  
41

42 c. A non-employee with a NCSI agreement or contract such as a contractor or  
43 consultant, against whom an allegation of child abuse has been raised, will be  
44 immediately segregated from the child involved. The individual will also be  
45 immediately removed from contact with or control over all children indefinitely  
46 until the incident is resolved. The individual will be advised that they must be

1 available for contact by local law enforcement, child protection services and/or the  
2 Principal/ Administrator as part of the post report process. As such, the alleged  
3 offender must provide contact information to the Principal/Administrator.  
4

5 L. Notification to Alleged Offender  
6

7 a. An employee against whom an allegation of child abuse has been raised, must be  
8 notified in writing of the allegation and the resulting actions to occur. This  
9 notification [SCAN (*Appendix G of the SCAN Protocol*) or Employee Incident  
10 (*Appendix H of the SCAN Protocol*)] will include the date of the SCAN Report, the  
11 type of abuse alleged, a brief summary of the allegation, and the resulting actions.  
12 The resulting actions refer to the mandatory segregation, the expected duration of  
13 administrative leave, the possibility that the SCAN Report may result in action that  
14 may impact their employment status and/or their suitability to work with children.  
15 The employee will sign the document acknowledging he/she was informed of the  
16 report's filing and the school Principal/Administrator will sign the document as the  
17 issuer. A copy of the **Notification to Alleged Offender** will be provided to the BIE  
18 Program Specialist for filing.  
19

20 b. Non-employees with NCSI agreements or contracts such as contractors or  
21 consultants, against whom allegations of child abuse have been raised, must be  
22 notified in writing of the allegation via the **Notification to Alleged Offender** and  
23 meet the same requirements of above.  
24

25 M. Closing a SCAN Report and Notification to Alleged Offender  
26

27 The *Notification of Case Closure* for SCAN (*Appendix J*) and Employee Incident  
28 (*Appendix K*) will be issued by the Principal/Administrator to the employee only after the  
29 appropriate investigation has been completed by law enforcement or school  
30 Principal/Administrator, respective of the type of report. The notification will be issued to  
31 the employee, in person, so the Principal/Administrator can review the contents of the  
32 notification with the employee. The employee will sign a receipt page to document that  
33 they acknowledge this action. The school Principal/Administrator will also sign the  
34 document as the issuer. A copy of the *Notification of Case Closure* will be forwarded to  
35 the Program Specialist by close of business of the report's closure. This final action closes  
36 the case. If administrative or proactive action is proposed or corrective action is required  
37 that affects the employee, it is the responsibility of the Principal/Administrator to ensure  
38 these action(s) are carried out.  
39

40 N. Reporting Procedures  
41

42 1. SCAN Reports involving a NCSI Employee

43 a. When a SCAN case is identified, all precise and pertinent information regarding the  
44 case will be obtained by the employee who made the initial contact with the child,  
45 and who has the information first-hand -- this employee is therefore deemed the  
46 designated mandatory reporter. The employee, working with the

1 Principal/Administrator will ensure that pages 1 through 4 of the SCAN Report are  
2 completed thoroughly as soon as possible but no later than 24 hours after the  
3 disclosure of the incident, and with as much information as possible.  
4

5 b. The Principal/Administrator will ensure that three (3) designated agencies are  
6 notified **within one hour**:  
7

8 i. Local law enforcement and child protective services  
9

10 1) The Principal/Administrator must ensure that page 4 of the SCAN  
11 Report (Tracking of Notifications) is thoroughly completed, and it  
12 clearly indicates specific contact information for law enforcement and  
13 child protective services-- the name of the person contacted, their title,  
14 telephone number, and the dates these occurred.  
15

16 2) Notification must be initiated verbally and followed-up in writing by  
17 faxing the SCAN Report utilizing the designated SCAN FAX Cover  
18 Sheet (*Appendix I of the SCAN Protocol*). It must be confirmed that the  
19 fax number is correct, and the intended recipient is available to receive  
20 the facsimile transmission.  
21

22 c. Notify the BIE Program Specialist (SCAN) immediately & submit a copy of the  
23 SCAN Report to the BIE Program Specialist (SCAN) office for review and the  
24 appropriate logging/tracking and follow-up action as necessary.  
25

26 O. Actions after a SCAN Report  
27

28 1. Pending the outcome of the report, the Principal/Administrator will ensure the  
29 employee is re-assigned with no contact with children as a first option, and  
30 Administrative Reassignment with pay off campus as an alternative, until clearance is  
31 established.  
32

33 2. At the completion of an investigation, if law enforcement's documentation references  
34 prosecution as likely or imminent, the BIE Program Specialist (SCAN) will inform the  
35 Principal/Administrator verbally and in writing. The employee will remain in re-  
36 assignment or remain on Administrative Reassignment until official charges are filed  
37 or disciplinary/termination action is initiated and completed. Upon receipt of a notice  
38 that the individual has been indicated or otherwise officially charged with an offense  
39 in which imprisonment may be imposed, appropriate disciplinary or termination action  
40 will be initiated.  
41

42 3. At the completion of an investigation, if law enforcement's documentation reflects the  
43 allegations as unsubstantiated and the investigation is closed, the BIE Program  
44 Specialist (SCAN) will inform the Principal/Administrator verbally and in writing. The  
45 Principal/Administrator will return the employee to duty or take such other action as  
46 may be appropriate under the circumstances. Administrative action may still be

1 required for employee misconduct. Additionally, the employee’s conduct although it  
2 may not have risen to the level of a violation of law may still have impact on the  
3 individual’s suitability for employment.  
4

- 5 4. The Principal/Administrator will issue a Notification of Case Closure (*Appendix J of*  
6 *the SCAN Protocol*) to the employee against whom an allegation of child abuse was  
7 raised after law enforcement notification. The notification will be issued in person so  
8 the contents of the notification can be reviewed with the employee. The employee will  
9 sign a receipt page to document that they were informed of the closure of the SCAN  
10 Report. The signature receipt along with a copy of the notification will be included in  
11 the official SCAN Report file with a copy forwarded to the BIE Program Specialist  
12 (SCAN). This final action closes the SCAN Report. If administrative or proactive  
13 action is proposed or corrective action is required that affects the employee, it is the  
14 responsibility of the Principal/Administrator to ensure these action(s) are carried out.  
15
- 16 5. When the SCAN Report is closed and the Notification of Case Closure form is  
17 completed, the Principal/Administrator will forward the official SCAN file to the BIE  
18 SCAN Office (Program Specialist) which serves as the official repository for SCAN  
19 files. The official file should include but is not limited to:  
20
  - 21 a. SCAN report (pages 1-4).
  - 22 b. Notification to Alleged Offender.
  - 23 c. Notification of Case Closure.
  - 24 d. Employee’s/Alleged Offender’s written statement, dated and signed; and
  - 25 e. Victim’s and witness written statements, dated, and signed.
- 26
- 27 6. If a temporary file, also known as suspense file, exists at the school, the  
28 Principal/Administrator will ensure it is submitted to the Program Specialist (SCAN)  
29 for final disposition.  
30

31 P. Employee Incident Reports  
32

- 33 1. When an incident is identified, all precise and pertinent information regarding the case  
34 will be obtained by the employee who made the initial contact with the child and who  
35 has the information first-hand – the employee is therefore deemed the designated  
36 mandatory reporter. The employee, working with the Principal/Administrator will  
37 ensure that the Employee Incident Report Form (*Appendix E of the SCAN Protocol*)  
38 is completed thoroughly.  
39
- 40 2. The Principal/Administrator will notify the BIE Program Specialist (SCAN)  
41 immediately and submit a copy of the SCAN Report for review.  
42
- 43 3. The Principal/Administrator will issue the Notification to Alleged Offender (*Appendix*  
44 *H of the SCAN Protocol*) to an employee/alleged offender; the written notification  
45 addresses the allegation and the resulting actions to occur. It further includes the date  
46 of the Employee Incident Report, the type of incident alleged, a summary of the

1 allegation, the resulting actions, and the role of the Principal/Administrator. The  
2 resulting actions refer to the mandatory segregation, expected duration of  
3 administrative leave, if warranted, the possibility that the Employee Incident Report  
4 may result in action that may impact their employment status and/or their suitability  
5 to work with children. The employee will sign a receipt page to document that they  
6 were informed of the notification of the Employee Incident Report. A copy of the  
7 Notification to Alleged Offender will be provided to the BIE Program Specialist  
8 (SCAN) for filing.  
9

- 10 4. The Principal/Administrator will investigate the incident and determine if the  
11 allegations are substantiated. If the Principal/Administrator determines the allegations  
12 are unsubstantiated, the employee will be returned to duty or other appropriate action  
13 shall be taken. Administrative action may be required for employee misconduct, if  
14 warranted. Additionally, the employee's conduct although it may not have risen to the  
15 level of a violation of law may still have impact on the individual's suitability for  
16 employment.  
17
- 18 5. The Principal/Administrator will issue a Notification of Case Closure (*Appendix K of*  
19 *the SCAN Protocol*) to the employee against whom an Employee Incident allegation  
20 was raised after the appropriate intervention. The notification will be issued in person  
21 so the contents of the notification can be reviewed with the employee. The employee  
22 will sign a receipt page to document that they were informed of the closure of the  
23 Employee Incident Report. The signature receipt along with a copy of the notification  
24 will be included in the official Employee Incident Report file and forwarded to the  
25 BIE Program Specialist (SCAN). This final action closes the Employee Incident  
26 Report. If administrative or proactive action is proposed or corrective action is  
27 required that affects the employee, it is the responsibility of the  
28 Principal/Administrator to ensure these action(s) are carried out.  
29
- 30 6. When the Employee Incident Report is closed and the closure notification completed,  
31 the Principal/Administrator will forward the official file to the BIE SCAN Office  
32 which serves as the official repository for Incident files. The official file should  
33 include but is not limited to:  
34
  - 35 a. Employee Incident Report Form.
  - 36 b. Notification to Alleged Offender.
  - 37 c. Notification of Case Closure.
  - 38 d. Employee's/Alleged Offender's written statement, dated and signed; and
  - 39 e. Victim's and witness written statements, dated, and signed.  
40
- 41 7. If a temporary file, also known as suspense file, exists at the school, the  
42 Principal/Administrator will ensure it is submitted to the BIE Program Specialist  
43 (SCAN) for final disposition.  
44

1 Q. Non-NCSI Employee Incident Reports

- 2
- 3 1. The Principal/Administrator will establish an official file for the Incident Report. The
- 4 Principal/Administrator will take appropriate action for all students, volunteers, or
- 5 others that were alleged to have been involved in an Incident. All documentation must
- 6 be made a permanent part of the official file. The Incident Report will remain open
- 7 until resolution is made and documented.
- 8
- 9 2. A copy of the recommendations will be forwarded to the BIE Program Specialist
- 10 (SCAN). The BIE Program Specialist (SCAN) will review the information and take
- 11 appropriate action as necessary.
- 12

13 R. Training

- 14
- 15 1. Training will be conducted on a regularly scheduled basis to ensure child protection
- 16 procedures are implemented properly and all NCSI employees understand their
- 17 responsibilities as Mandated Reporters.
- 18
- 19 2. Every NCSI employee will receive the Responsibility Acknowledgement Form
- 20 (*Appendix C of the SCAN Protocol*) advising them of the requirements of their positions
- 21 to include child abuse or suspected child abuse reporting, Mandated Reporting
- 22 responsibilities, the penalties for non-reporting, etc. NCSI employees will receive this
- 23 information upon a tentative offer of employment and annually thereafter.
- 24
- 25 3. All NCSI employees are Mandated Reporters and must attend a re-orientation on the
- 26 requirements of this designation upon hiring and annually thereafter, preferably at the
- 27 beginning of each school year. Attendance is mandatory and will be documented
- 28 through employee signature of attendance rosters and through certificates that will be
- 29 issued to attendees. The documentation of attendance will be maintained by the
- 30 Principal/Administrator. If an employee refuses to attend such training, the appropriate
- 31 corrective action will be taken.
- 32
- 33 4. All NCSI supervisors must attend trainings pertaining to Mandated Reporters
- 34 requirements and responsibilities of supervisors to include the proper completion of
- 35 SCAN Reports and the follow-up procedures upon hire and annually thereafter, prior
- 36 to each school year. Supervisors will then be qualified to administer trainings to their
- 37 employees on Mandated Reporters requirements. Attendance is mandatory and will be
- 38 documented through certificates that will be issued to attendees. Training and
- 39 documentation will be maintained by the Principal. If an employee refuses to attend
- 40 such training, the appropriate corrective action will be taken.
- 41

42 Section 6.16 **Employee Social Media Policy**

43 1. Definition

44 Social media includes all means of communicating or posting information or content of

45 any sort on the Internet, including to your own or someone else's web log or blog, journal

1 or diary, personal web site, social networking or affinity web site, web bulletin board or a  
2 chat room, whether or not associated or affiliated with the School as well as any other form  
3 of electronic communication including the use of cell phones, computers, laptops, Tablets,  
4 and all types of similar devices.

5  
6 2. Application

7 These guidelines apply to all School employees to include clerical, maintenance, and  
8 educational staff, such as: teachers, student teachers, teacher aids, coaching staff, tutors,  
9 library personnel, volunteers, board members, contractors, vendors, and students or any  
10 similar types of people or those for whom they are responsible, who participate in, create  
11 or contribute to any form of social media or any other kind of social networking.  
12

13 3. General policy

14 Any of your participation in, communicating, communication pursuant to or interaction  
15 with any social media or social networking that adversely affects: your job performance;  
16 the performance of fellow School staff; any other persons, companies, groups, or families  
17 associated with the School; the students; the School, or otherwise disrupts the operation of  
18 the School or adversely affects the School's reputation in the community, shall be grounds  
19 for disciplinary action up to and including termination. Inappropriate postings or  
20 communication pursuant to social media or social networking of any type, that may include  
21 discriminatory remarks, harassment, threats of violence or similar inappropriate or  
22 unlawful conduct or postings which may otherwise disrupt the operation of the School shall  
23 likewise not be tolerated and may, in addition to being violations of other School policy  
24 related to harassment or discrimination, independently subject you to disciplinary action  
25 up to and including termination.  
26

27 The lines between public and private, personal, and professional are blurred in the digital  
28 world. Even when you have a disclaimer or use a different username, you will always be  
29 considered to be a School employee and will be held responsible as such under this policy.  
30

31 Do not denigrate or insult others including students, staff, administration, board members,  
32 government, parents, governmental officials, other such persons, or other Schools. Do not  
33 use ethnic slurs, innuendos, obscenities, violent terminology, or any other inappropriate  
34 content. Do not post inappropriate photos or other communication that may violate the  
35 Family Educational Right to Privacy Act (FERPA), other School policies, community  
36 norms, decency norms, or contain material related to drugs or alcohol, or sexually or  
37 otherwise inappropriate materials. In your communications, represent the School, students,  
38 and parents you serve in the best light. Respect the privacy and feelings of others. Under  
39 no circumstances should offensive comments be made about students, staff, including  
40 administrators, board members, or the School in general. In addition to this policy, any  
41 such negative comments as noted above may also constitute cyber-bullying or other forms  
42 of discrimination or harassment under School policies and be grounds for disciplinary  
43 action under those policies. Refrain from commenting on or forwarding unsupported  
44 information and rumors. Do not post photos or movies of fellow employees, School  
45 activities, or students without the permission of the employees and parents of students.  
46

1 4. Staff-Student Relations

2  
3 Employees are prohibited from establishing personal relationships with students that are  
4 unprofessional and thereby inappropriate. Examples of unprofessional relationships  
5 include, but are not limited to: employees fraternizing or communicating with students as  
6 if employees and students were peers such as writing personal letters or e-mails; “texting”  
7 students; calling students on cell phones or allowing students to make personal calls to  
8 them unrelated to homework or class work; sending inappropriate pictures to students;  
9 discussing or revealing to students personal matters about their private lives or inviting  
10 students to do the same (other than professional counseling by a school counselor); and  
11 engaging in sexualized dialogue, whether in person, by phone, via the Internet, or in  
12 writing. Employees shall not allow a “friend” relationship under Facebook with a student  
13 or any other such similar one-on-one electronic or digital relationship. Employees who  
14 post information on Facebook, MySpace or similar web sites that include inappropriate  
15 personal information such as, but not limited to: provocative photographs, sexually explicit  
16 messages, use of alcohol, drugs or anything students are prohibited from doing, or which  
17 would be inappropriate for an employee of the school, must understand that if students,  
18 parents or employees obtain access to such information and if found to: disrupt School  
19 operations or programs; damage the School’s reputation in the community; cause a  
20 reasonable reaction that has a negative impact on the school’s operation, their case will be  
21 investigated by school officials, and if warranted will be disciplined up to and including  
22 termination, depending upon the severity of the offense. Additionally, certified personnel,  
23 depending upon the severity of the offense, may have their case forwarded to the  
24 appropriate state department for review and possible further sanctions. The principal or  
25 designee reserve the right to periodically conduct Internet searches to determine if  
26 employees have posted inappropriate materials online. If inappropriate use of computers  
27 and web sites is discovered, the principal or designee will download the offensive material  
28 and promptly take appropriate disciplinary action, up to and including termination of  
29 employment.

30  
31 5. Specific Social Media/Social Networking Policies

32  
33 A. Use of Social Media or Social Networking During Work Time

34 Unless you have been given express permission to utilize social media or social  
35 networking sites for the purposes of the school or education, your use of any social  
36 media or social networking from workplace computers at any time is disallowed by this  
37 policy.

38  
39 B. Social Networking on Personal Devices (Examples: cell phones, pda’s, tablets, pc’s)

40 Unless otherwise expressly allowed, there will be no communication through social  
41 media or social networking activity from personal devices during work time. When  
42 employees are on work breaks and lunch, activity is allowed only from devices which  
43 do not use this organization’s network. During these times, it is especially important  
44 to adhere to the remainder of this policy for an understanding of potential consequences  
45 of posting information about our school, its programs, clubs, students, parents, faculty,



1 school board and volunteers and to further ensure such use is strictly limited and does  
2 not go beyond lunch time or break time.

- 3  
4 C. Under no circumstance should offensive comments be made about students or  
5 colleagues (including administrators) nor the school in general. Do not comment on or  
6 forward unsupported information and rumors. Negative comments about people could  
7 also amount to cyber-bullying and could be deemed a disciplinary offense. Your posts  
8 and comments should help build and support the school community. Always think  
9 through any negative consequences before you share school related matters. There is  
10 no “un-send” button on our devices.

11  
12 D. The Media

13 If a member of the media or non-traditional online media (can include bloggers)  
14 contacts a staff member, volunteer, or other agent of the school about the business of  
15 the school (e.g., programs, services, students, parents, clubs, policies, practices, or  
16 additional business information of any kind), the individual must contact the principal  
17 and immediate supervisor for direction prior to any response.

18  
19 E. Use of School Name or Logo

20 You may not promote or sell any product or service online or off which would represent  
21 the School or bear the School motto, mascot, or logo without specific written  
22 permission of the principal and board of the school.

23  
24 The main purposes of this policy are to protect our students, staff, families, board members and  
25 community while ensuring the orderly operation of the School. This policy will be enforced to  
26 accomplish these purposes.

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**APPENDIX VI-B**

**DRUG-FREE WORKPLACE**

**NOTICE TO EMPLOYEES**

**NAATSI'S'AAN COMMUNITY SCHOOL**

YOU ARE HEREBY NOTIFIED that it is a violation of Sections 6.05 through 6.12 (Drug Free Workplace Policies) of the school's policies and procedures for any employee to violate the law or School's policies 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, and amendments thereto.

The term "workplace" includes any place where work is performed, including a school building or other school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from the school or school activities; and off-school property during any school-sponsored or school-approved activity, event, or function, such as a 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 for any educational purpose.

YOU ARE FURTHER NOTIFIED that it is a condition of your employment that you will comply with Sections 6.05 through 6.12 of the school's policies and procedures, and will notify your supervisor of your conviction under any criminal drug statute for a violation occurring in the workplace, not later than five (5) days after such conviction; that you will abide by the terms and requirements of this notice and those in the Drug Free Workplace sections (6.05-6.12) of the Policies and Procedures Manual, and, that you will make available and permit inspection, for the purpose of assuring a drug free workplace, of all school personnel or any other property in or brought into the workplace which is under your control or use; without prior notice.

Any employee who violates the terms of the school's drug-free workplace policies and procedures in any manner is subject to discipline, which may include, but is not limited to, dismissal and/or referral for prosecution.

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

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

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ARTICLE VII. DISCIPLINARY PROCEDURE

NCSI is an educational institution focusing on the education of our students, and because of the students, we all have a job. Our student’s learning curve is at a standstill. Therefore, in school year 2023-2024 training will be provided for all staff with the understanding to reinvest their energy into the advancement of elevating the learning curve of our students. Please read the disciplinary procedures outlined below.

9 Section 7.01                      **Disciplinary Action**

10  
11            A.            School policy towards disciplining employees is generally reflected in the  
12                            recommendations in the Table of Penalties. If an employee engages in an act of  
13                            misconduct, low performance, will be determined by periodic review, which is not  
14                            addressed in the Table of Penalties, the supervisor shall select an appropriate  
15                            penalty in consultation with their immediate supervisor, department director, and/or  
16                            the principal.

17  
18            B.            Notwithstanding Section 7.01 A and recommendations in the Table of Penalties,  
19                            the specific type and degree of disciplinary action to be taken in a particular  
20                            situation shall be determined by the facts and circumstances of each situation.  
21                            Previously documented disciplinary action(s), the degree of the conduct involved,  
22                            and other mitigating and aggravating factors shall be considered in determining  
23                            what penalty should be imposed. Disciplinary action shall not be limited to that  
24                            which is prescribed in the Table of Penalties and actions may be combined.

25  
26            C.            Non-Disciplinary Action

27  
28                            Not all actions regarding an employee are considered disciplinary in nature, even though  
29                            they may involve alleged or possible violations of policies or rules by the employee.  
30                            The following list constitutes examples of action taken which is not disciplinary in  
31                            nature and, consequently, is not eligible to be the subject of a grievance and/or appeal:

- 32  
33                            1.            The employee’s evaluation procedure or the resulting evaluations.
- 34                            2.            Letters or memoranda directed to an employee containing directives or  
35                            instructions for future conduct.
- 36                            3.            Counseling of an employee concerning expectations of future conduct.
- 37                            4.            Non-renewal of a contract of an employee employed by Naatsis’Aan  
38                            Community School.
- 39                            5.            Expectation Agreements, Professional Development Plans and Personal  
40                            Improvement Plans.

- 1                   6.     Counseling Memoranda - Counseling memoranda may be used to inform  
2 employees of the above-described matters. Counseling memos are not  
3 discipline or disciplinary action.  
4  
5                   7.     Reassignment with Pay - An employee may be temporarily reassigned with  
6 pay by the principal to allow the school to complete an investigation while  
7 maintaining the status quo; to protect the health, safety and welfare of the  
8 students, staff, employees, and all other parties; other considerations  
9 relating to the rights of the parties or others; and, as may otherwise be in the  
10 best interest of Naatsis' Aan Community School and the orderly operation  
11 of Naatsis' Aan Community School. While on such temporary reassignment,  
12 the employee remains subject to the directives of the employee's supervisor,  
13 the principal and school board and such other conditions as may be  
14 established to accomplish the above-stated purpose. An employee's failure  
15 to follow directives, participate in any investigation and/or otherwise  
16 comply with reassignment conditions and school policies while on a  
17 reassignment with pay, shall be deemed insubordination and shall be  
18 grounds for separate disciplinary action, up to and including termination.

19           D.     Types of Disciplinary Action  
20

21           When disciplinary action is to be taken the following steps are recommended but not  
22 required:  
23

- 24           a)     Warning (Verbal/Written): When a warning (Verbal/Written) is issued, it  
25 should be done in private and a copy of the letter covering the details of the  
26 warning sent to the Human Resource. Written warning will, upon the  
27 employee's written request, be removed from an employee's personnel file  
28 after a 12-month good conduct period.  
29  
30           b)     Suspension: Suspension consists of a period of time during which an  
31 employee will not work and shall not receive compensation. The maximum  
32 suspension period shall be thirty calendar days.  
33  
34           c)     Termination: Involuntary Termination is covered in Section 8.02 of this  
35 Manual.  
36  
37           d)     Demotion.

38  
39           NOTE: This is a recommended procedure for disciplinary action. The facts and  
40 circumstances of a specific situation may preclude progressive discipline in favor of more severe  
41 initial disciplinary action.

1 E. Guidelines and Procedures for Disciplinary Actions

- 2
- 3 1. Initiation of Disciplinary Action. Disciplinary action may be initiated by an
- 4 employee's immediate supervisor, department head (with the concurrence
- 5 of the principal) or by the principal, or in cases involving the principal, the
- 6 Board. The employee shall be notified in writing and counseled about the
- 7 disciplinary action and its basis. The employee's immediate supervisor or
- 8 principal shall, in general, commence disciplinary action against the
- 9 employee within five (5) days of being made aware of an offense; however,
- 10 disciplinary action is not required to be taken during this time frame and
- 11 may be delayed for additional investigation or other considerations,
- 12 procedures or actions to ensure thoroughness and fairness to all. The
- 13 person who initiates it shall sign the notification, and copies shall be
- 14 supplied to the principal and the Human Resources Supervisor for
- 15 placement in the employee's personnel file.
- 16
- 17 2. Authority to Carry out Disciplinary Action. Disciplinary action in the form
- 18 of a written reprimand may be carried out by the appropriate supervisor.
- 19 Disciplinary action in the form of suspension with or without pay, or
- 20 discharge requires the approval of the principal.
- 21
- 22 3. Notification Disciplinary Action. Each form of disciplinary action shall
- include written notification to the employee which includes:
- 23 a) A description of violation specific acts or omission upon which the
- 24 disciplinary action is based.
- 25
- 26 b) An identification and/or description of the policies, laws,
- 27 regulations, guidelines, or other requirements which were violated
- 28 by the employee's acts or omissions.
- 29
- 30 c) A summary of any, if any, prior discussions and/or formal or
- 31 informal disciplinary actions regarding similar related or other
- 32 matters/violations. Prior discussions or actions are not required, and
- 33 disciplinary action may be imposed without them.
- 34
- 35 d) The disciplinary action to be taken including dates and duration
- 36 where applicable.
- 37
- 38
- 39 e) The improvement or correction expected, if applicable; the
- 40 consequences of the employee's failure to make required
- 41 improvements or correction or if such conduct or actions continue;
- 42 and.
- 43

1 f) The appropriate appeal procedure.

2 If the employee is present and available and other reasons do not prevent it,  
3 employee shall be offered the opportunity to review, sign and date any  
4 notice of formal disciplinary action. Given the opportunity, the employee  
5 shall sign the notice. The employee's signature indicates that the employee  
6 has had the opportunity for review but not necessarily that the employee  
7 agrees with the action. If the employee refuses to sign, a witness to such  
8 refusal may sign and date the notice. Employee's refusal to sign the letter  
9 as described above shall be an additional incidence of insubordination  
10 which shall be the grounds for separate and additional disciplinary action  
11 up to and including termination. Where notices are not or cannot be issued  
12 in person, they shall be delivered by mail to employee's last address of  
13 record with Naatsis'Aan Community School. It shall be the employee's  
14 responsibility to ensure that Naatsis'Aan Community School has  
15 employee's correct, current mailing address and that employee collects and  
16 reviews mail at that address in a timely fashion.

17  
18 4. An employee may file an appeal regarding any formal disciplinary action.  
19 Employee should refer to the applicable policy, 7.03, for appeal procedures  
20 and timelines. Employee's failure to know and use the proper appeal  
21 procedure shall constitute a waiver of any such appeal.

22 5. Notice under these disciplinary, appeal, grievance and termination policies  
23 shall be deemed given upon delivery to employee or three (3) days after  
24 mailing to employee's last address of record.

25 6. An employee must, and as part of their contract with the school, has agreed  
26 to exhaust this and all other possible remedies provided by the school prior  
27 to taking any action outside these policies. Employee's failure to exhaust  
28 employee's remedies provided under this contract shall be a breach of their  
29 contract and grounds for disciplinary action, up to and including termination  
30 of employment. Further action, including action outside the school is  
31 contractually barred if employee fails to exhaust the remedies available  
32 under these policies.

33 Section 7.02 **Appeals Procedure**

34  
35 A. Purpose

36  
37 The purpose of the appeals procedure is to provide those eligible employees with a uniform  
38 and equitable method of resolving actions taken while employed by the Naatsis'Aan  
39 Community School. This procedure is intended to ensure that any eligible employee will  
40 be treated fairly and within the policies and procedures of this Manual and any other  
41 applicable federal or Navajo Laws.  
42

1 B. Application

2  
3 This procedure will be used for actions regarding reprimands/warnings, suspension, or  
4 demotion. This policy does not apply to nonrenewal of an employment contract.  
5

6 C. Eligibility

7  
8 All regular, full-time and part-time employees are eligible.  
9

10 D. Procedure

- 11
- 12 1. Appeals must be filed with the employee’s immediate supervisor as set forth  
13 below. The appeal must state with specificity the action being appealed and  
14 must include specific grounds for the appeal including, but not limited to,  
15 all relevant facts, circumstances, dates, times, places, statements, and  
16 witnesses. Appeals not containing all the above, shall be dismissed and  
17 employee will be deemed to have waived employee’s right to appeal.  
18
  - 19 2. Any employee desiring to file an appeal must do so within five (5) working  
20 days after being notified that they have been warned/reprimanded,  
21 suspended, or demoted. Appeals not filed within the designated time frames  
22 shall not be considered. employee, for the purposes of this section shall be  
23 deemed to have been “notified” of the disciplinary action at the time the  
24 notice of disciplinary action. At the time it is delivered to employee or three  
25 (3) days after the notice of disciplinary action has been mailed to  
26 employee’s last address of record with Naatsis’ Aan Community School.  
27
  - 28 3. The immediate supervisor may respond within five (5) working days of  
29 receiving the appeal elect to resolve the appeal in writing or refer it to the  
30 principal with recommendations. The immediate supervisor shall provide  
31 employee notice of supervisor’s action five (5) working days.  
32
  - 33 4. If the immediate supervisor takes no action within five (5) working days of  
34 receiving the appeal, employee may, within the five (5) working days  
35 thereafter, appeal the decision to the principal.  
36
  - 37 5. If the immediate supervisor issues a written decision on the appeal, the  
38 employee may, in writing, within five (5) working days of the date of notice  
39 of the written decision, appeal the decision to the principal. Employee’s  
40 request for further appeal shall be in writing, state the basis for the appeal  
41 and be delivered to the principal’s office within the above five (5) working  
42 days. Employee may come on to campus, notwithstanding employee’s letter  
43 of reassignment, to deliver this and any other further appeal unless expressly  
44 directed otherwise.  
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6. If the employee timely appeals the immediate supervisor’s decision or the immediate supervisor refers the appeal to the principal, the principal shall resolve the matter with employee’s concurrence or hold a hearing within ten (10) working days after employee’s appeal to the principal and render a decision that either supports or dismisses the appeal within ten (10) working days of the hearing. Written notice of the time and place of the hearing shall be delivered or mailed to the employee five (5) working days before the hearing. The principal may allow the appellant or other parties the opportunity to address the appeal. The parties may be represented by counsel and/or cross exam witnesses. The principal, upon rendering a decision, shall provide notice of the decision to the employee. If the subject of an appeal is a warning/reprimand not initially imposed by the principal, the principal’s decision is final. There is no further appeal. If the subject of the appeal is other than a reprimand/warning or if the principal initiates the reprimand/warning, then appellant may proceed to the next appeal level.
  7. If the appeal is still not satisfactorily resolved by the principal in writing, the employee may, in writing, request the board to add the appeal to the next regular board meeting agenda. This further request must be made by employee within five (5) calendar days of notice of the principal’s decision. The further request shall be made through the principal by delivery of the request to the principal’s office within the time set forth above.
  8. Upon receiving a timely appeal, the board shall, within a reasonable time, schedule a hearing before the board or a hearing officer. The board shall have the sole discretion to determine who will hear the appeal. If the appeal is to be heard by a hearing officer, the board shall have the sole discretion to select said hearing officer. At the conclusion of the hearing before the board or upon receiving the hearing officer’s results, the board may, by vote at an open public meeting, affirm, modify, or dismiss the appeal. The board’s decision shall be provided to the employee, immediate supervisor, and principal in writing within a reasonable time.
  9. Naatsis’Aan Community School shall provide written notice to the employee and principal of the hearing date, time, and place within ten (10) working days of the regular board meeting at which the appeal was submitted or as soon thereafter as is reasonably possible. Naatsis’Aan Community School shall attempt to schedule the hearing within twenty (20) working days of the regular board meeting at which the appeal was submitted; however, may extend that time based on the facts and circumstances of the case and the availability of necessary parties. At any such hearing the parties may be represented by legal counsel, submit evidence in the form of exhibits or testimony and cross examine witnesses. The procedure shall be informal and as determined by the board or hearing officer.



- 1                   10.    All decisions by the board shall be final.  
2  
3                   11.    If the appealing employee does not submit a written request to move the  
4                   appeal forward within the specified time, it will be assumed the employee  
5                   does not wish to continue employee’s appeal and the appeal will be  
6                   dismissed. Employee is responsible for identifying all issues and allegations  
7                   relevant to the appeal in employee’s initial written appeal. No additional  
8                   defenses, allegations, or requested remedies may be addressed that were not  
9                   included in the initial appeal. Employee must state the specific remedy  
10                  requested in employee’s appeal.
- 11                  12.    An employee must, and as part of their contract with the school, has agreed  
12                  to exhaust this and all other possible remedies provided by the school prior  
13                  to taking any action outside these policies. Employee’s failure to exhaust  
14                  employee’s remedies provided under this contract shall be a breach of their  
15                  contract and grounds for disciplinary action, up to and including termination  
16                  of employment. Further action, including action outside the school is  
17                  contractually barred if employee fails to exhaust the remedies available  
18                  under these policies.

19   Section 7.03           **Grievance Procedure**

20  
21       A. Purpose

22  
23           The purpose of the grievance procedure is to provide a uniform and equitable method of  
24           resolving alleged complaints as quickly as possible and at the lowest possible level of  
25           supervision. This procedure is intended to ensure that any eligible employee will be heard,  
26           and that corrective action taken will be without reprisal or discrimination against the  
27           employee submitting the grievance.  
28

29       B. Definition

30  
31           A grievance is a complaint by an employee concerning the department work rules, unsafe  
32           or unhealthy working conditions and alleged improper treatment that directly affects work  
33           performance or his/her employment contract and which cannot be satisfactorily resolved  
34           between the employee and his immediate supervisor. The grievance procedure does not  
35           apply to disciplinary actions or disciplinary appeals.  
36

37       C. Scope

38  
39           All departments shall conform to this procedure. Actions for which another appeal  
40           procedure exists do not fall under the grievance procedure. Examples: dismissal,  
41           suspension, demotion, and alleged discrimination.  
42

43       D. Eligibility and Employee Rights

44

- 1 1. All regular, full-time and part-time employees are eligible.
- 2
- 3 2. Employees have the right to seek the involvement of legal counsel, but only at their
- 4 own expense. The school also is entitled to representation by legal counsel.
- 5

6 E. Time Limits and Procedures

- 7
- 8 1. An employee must file a written grievance with their immediate supervisor or the
- 9 principal, if the complaint is against their immediate supervisor within five (5) working
- 10 days of the occurrence of the matter grieved with a copy to the Human Resources.
- 11
- 12 2. All supervisors shall meet grievant whom they supervise as soon as possible after a
- 13 grievance is filed. “Note the supervisor must resolve the grievance in writing and
- 14 within five (5) working days of filing or the grievance goes to the next level.” The
- 15 supervisor shall clarify with the grievant(s) the exact issue(s) grieved and all relevant
- 16 facts i.e., date, time, place, statements, witnesses and the grievant requested remedy.
- 17 The supervisor shall then attempt to resolve the grievance in consultation with the
- 18 grievant and other necessary parties. Whether or not the grievance is resolved the
- 19 supervisor must submit a written report to his or her supervisor within five (5) business
- 20 days of the grievance being filed. That report shall set forth the exact issue(s) grieved,
- 21 relevant facts (date, time place, statements, and witnesses) on what action taken and
- 22 the status of the grievance (i.e., whether or not resolved and if so, how). If the grievance
- 23 is resolved the grievant must also sign the report noting that the grievance is resolved
- 24 satisfactorily. All succeeding reviews of the grievance must be handled in this manner.
- 25
- 26 3. Abandonment of a case or non-compliance with required deadlines and policies by the
- 27 aggrieved party will be grounds for termination of the grievance.
- 28

29 F. Grievance Steps.

- 30
- 31 1. An employee who has a grievance must file a written request/complaint within five (5)
- 32 working days of the occurrence of the matter grieved with the immediate supervisor,
- 33 or supervisor of their immediate supervisor, if the complaint is against their immediate
- 34 supervisor. The request/complaint must clearly specify the actions or matters grieved
- 35 and shall include specific supporting facts and circumstances to include dates, times,
- 36 places, statements, and witnesses. If the specific items noted above are not set forth in
- 37 the written grievance, the grievance shall be dismissed, deemed waived and may not
- 38 be grieved again by the grievant. If after five (5) working days, the grievance is not
- 39 satisfactorily resolved in writing, the employee shall progress to Step 2.
- 40
- 41 2. If the grievance is not satisfactorily resolved in Step 2, the employee may submit the
- 42 grievance in writing to the principal. If after five (5) working days, the grievance is
- 43 still not satisfactorily resolved by the principal in writing, the employee may submit
- 44 the grievance to the Board. This must be done through the principal’s office within
- 45 five (5) working days after the response deadline of the principal.
- 46

- 1 3. The principal shall, within ten (10) working days after written notice from the  
2 employee, request the board to add the grievance to the next regular board meeting and  
3 pursuant to the following procedures, render a decision that either supports, dismisses,  
4 or otherwise determines the grievance.  
5
- 6 4. The board, at its discretion, may determine the grievance based on the record before it,  
7 hold a hearing, or order a hearing before a designated hearing officer. Any hearing  
8 must be held within fifteen (15) working days of the Board meeting, or as soon  
9 thereafter as reasonably possible, and a Board decision must be rendered within thirty  
10 (30) working days of the Board meeting at which a hearing was scheduled. If the Board  
11 elects to hold a hearing, it shall provide written notice of a hearing, including the time  
12 and place of the hearing, to the grievant within ten (10) working days of the regular  
13 board meeting at which the grievance was submitted. At any such hearing, the parties  
14 may be represented by legal counsel, submit evidence in the form of exhibits or  
15 testimony, and cross-examine witnesses. The school attorney may not be used to  
16 represent individual school personnel. The previous procedures shall be informal and  
17 as determined by the board or hearing officer. Abandonment of a case or non-  
18 compliance of the required deadlines and other policies by the grieved party will result  
19 in the termination of the grievance.
- 20 5. All decisions of the board shall be final.  
21
- 22 G. An employee must, and as part of their contract with the school, have agreed to exhaust  
23 this and all other possible remedies provided by the school prior to taking any action  
24 outside these policies. Employee’s failure to exhaust the employee’s remedies provided  
25 under this contract shall be a breach of their contract and grounds for disciplinary action,  
26 up to and including termination of employment. Further action, including action outside  
27 the school, is contractually barred if the Employee fails to exhaust the remedies available  
28 under these policies.  
29
- 30 The decision of the Board is final.  
31  
32

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## TABLE OF DISCIPLINARY PENALTIES

<b>Guidelines</b>	<b>First Offense</b>	<b>Second Offense</b>	<b>Third Offense</b>
Knowingly failing or refusing to carry out orders, instructions, assignments, or duties within the time designated by one in a position of authority.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days (Without pay) to Termination
Knowingly failing to maintain demeanor, and speech exhibiting the respect and professionalism appropriate to the employees and all persons of our educational institution.	Letter of Reprimand	1 day Suspension (without pay)	5 days (Without pay) to Termination
Failure without just cause, to obey or comply with any directive of the school, or any adopted and published policy of the school.	Letter of Reprimand to 30 days Suspension (Without pay)	1 day Suspension (without pay) to Termination	5 days (Without pay) to Termination
The unauthorized absence from one's duties of one hour or less more than twice in one week or four times in one year.	Verbal warning to Letter of Reprimand	Letter of Reprimand to 1 day Suspension (without pay)	1 day Suspension (Without pay) to Termination
The unauthorized absence from one's duties of more than one hour.	Verbal warning to 1 day Suspension (without pay)	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination
Idleness, sleeping or unauthorized participation on non-job-related activities during duty hours.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	3 days Suspension (Without pay) to Termination
Any purposeful act or failure to act, which will foreseeably endanger or cause physical or emotional damage or educational or moral harm to any student at any time while said student is enrolled at the school	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Any purposeful act or failure to act, which will foreseeably endanger or cause physical harm to another employee of the school	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
The failure to disclose or report, to a position of relevant authority, any conduct, occurrence, information, or condition, which if not so disclosed or reported, will or is likely to cause harm, loss, or damage to the school or any student or employee thereof.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Any violation of the Drug Free Policy.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	10 days Suspension (without pay) to Termination
The use without proper authorization or the illegal operation of any vehicle owned, leased or in the possession of the school or the intentional permitting of such unauthorized use of illegal operation.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination

<b>Guidelines</b>	<b>First Offense</b>	<b>Second Offense</b>	<b>Third Offense</b>
The intentional use without proper authorization of school or United States Government property.	Verbal Warning to 3 days Suspension (without pay)	Letter of Reprimand to 10 days Suspension (without pay)	5 days Suspension (without pay) to Termination
The alteration or destruction, without proper authorization, of any official school record.	Verbal Warning to 10 days Suspension (without pay)	Letter of Reprimand to Termination	5 days Suspension (without pay) to Termination
Theft of property or records belonging to the school, the United States Government, or any employee of or student enrolled in the school.	1 day Suspension (without pay) to Termination	15 days (without pay)	Termination
Disclosure of confidential information vital to the interest of school.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Abuse of the Business Travel Expense Policy, which includes but is not limited to falsifying expense reports. (Note: Expenses provided in a falsified report will not be reimbursed.)	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Improper, careless, negligent destructive, or unsafe use or operation of equipment.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Abuse or neglect of a student by an employee.	3 days Suspension (without pay) to Termination	Termination	
Sexual relations with a student by an employee.	Termination		
Failure to report any knowledge of any of the above.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination

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**APPENDIX VII-A**  
**GRIEVANCE FORMS**

LEVEL I GRIEVANCE FORM A

**FORMAL GRIEVANCE**

**To be completed by Grievant and filed with Grieving's immediate or acting supervisor no later than five (5) working days after the Grievant knew or should have known of the act or omission giving rise to the grievance.**

GRIEVANT	DATE THE GRIEVED MATTER OCCURRED OR AROSE
IMMEDIATE SUPERVISOR	DEPARTMENT DIRECTOR
JOB TITLE	POLICY NUMBER(S) AT ISSUE:

- 1) **STATEMENT OF GRIEVANCE** (Specify the actions, matters or issues grieved and all relevant facts, i.e., dates, times, places, persons involved, statements and witnesses. Describe incidents, give relevant background, and explain any attempts to resolve the grievance. Failure to fully comply with this section and provide all such information shall result in the immediate dismissal with prejudice.)\*\*
- 2) **ACTION REQUESTED:**

Signature of Grievant

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\*\*Attach additional sheets if necessary. Identify attachments with the section number on the form.

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**DECISION OF IMMEDIATE SUPERVISOR**

**To be completed by immediate supervisor  
within five (5) working days after formal  
filing of grievance.**

GRIEVANT

DATE OF FORMAL GRIEVANCE PRESENTATION

DEPARTMENT DIRECTOR

ADDITIONAL FACTS

**DECISION OF IMMEDIATE SUPERVISOR AND REASONS THEREFOR:**

Date of Decision

(Signature of Immediate Supervisor)

GRIEVANT’S RESPONSE [to be completed by the Grievant within five (5) days after the decision]:

- I accept the above decision of the immediate supervisor.
- I hereby refer the above decision to the principal with reasons detailing nonacceptance at Level I and any relief sought (Level II).

Date of Response

(Signature of Grievant)

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**REFERRAL TO PRINCIPAL**

**To be completed by Grievant within five (5) working days of immediate supervisor's response.**

GRIEVANT

DATE OF FORMAL PRESENTATION

**DETAIL REASONS FOR NONACCEPTANCE OF GRIEVANCE DECISIONS AND ANY RELIEF SOUGHT:**

The attached grievance is hereby referred to the principal.

Date of Referral

(Signature of Grievant)



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**DECISION OF PRINCIPAL**

**To be completed by Principal within five (5) working days after formal filing of referral to principal.**

GRIEVANT

DATE OF FORMAL GRIEVANCE PRESENTATION

IMMEDIATE SUPERVISOR

ADDITIONAL FACTS

**DECISION OF PRINCIPAL AND REASONS THEREFOR:**

Date of Decision

(Signature of Principal)

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

- I accept the above decision of the principal.
- I hereby refer the above decision to the Naatsis’Aan Community School Board with reasons detailing nonacceptance at Level II and any relief sought (Level III).

Date of Response

(Signature of Grievant)

1 LEVEL III (Final Action)

GRIEVANCE FORM E

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4 **REVIEW BY GOVERNING BOARD**

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7 GRIEVANT

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9 DATE OF FORMAL GRIEVANCE PRESENTATION

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11  The attached grievance is hereby appealed to the Governing Board for a review.

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13 **DETAIL REASONS FOR NONACCEPTANCE OF GRIEVANCE DECISION AT LEVEL**  
14 **II AND ANY RELIEF SOUGHT:**

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20 Date of Referral to Board

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22 BOARD RESPONSE [to be completed by the Governing Board President within thirty (30) days  
23 of Board hearing]:

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27 DATE APPEAL RECEIVED BY GOVERNING BOARD

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31 **DECISION OF GOVERNING BOARD AND REASONS THEREFOR:**

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37 Date of Decision

(Signature of Board President)

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**ARTICLE VIII. TERMINATION OF EMPLOYMENT**

Section 8.01

**Voluntary Resignation**

1. Employees shall give at least thirty (30) days written notice of their intent and request to resign. Providing timely written notice does not and shall not be construed to mean that employee’s request to be allowed to resign is granted. Regardless of timely or other notice of intent and request to resign, the Naatsis’Aan Community School Board retains the sole discretion whether or not to grant the request to be allowed to resign. The Board shall make its decision whether or not to grant the request to resign based upon the best interest of Naatsis’Aan Community School regardless of employee’s timely notice.
2. Earned compensatory time and accrued leave may be granted on a day-to-day basis during the final thirty (30) working days of employment.
3. An employee who has submitted a letter of resignation may not withdraw the resignation after it has been accepted by the board. The resignation shall become effective as of the date specified in the letter of resignation or as otherwise specified by the board in their determination of the best interest of Naatsis’Aan Community School. However, the board may at any time dismiss an employee as otherwise provided in this Manual.
4. The following procedures shall be followed in the case of resignation from employment.
  - a) The employee shall provide a written notice of their intent to resign to the Human Resource. The Human Resources shall provide a copy of the letter of resignation to the immediate supervisor.
  - b) The principal shall place the resignation on the agenda for board review at the next scheduled board meeting.
  - c) The employee shall be notified of when his/her resignation letter will be considered by the board.
  - d) It is solely within the discretion of the board to accept or reject the letter of resignation and if accepted to establish the effective date of any accepted resignation.
  - e) The immediate supervisor shall account for all school property issued to the employee before the effective date of the resignation.
  - f) The Human Resources shall conduct an exit interview with the resigning employee before the effective date of resignation.

- g) If the employee has outstanding debts or owes property to the school, the immediate supervisor shall take all necessary steps to initiate repayment on the part of the employee and to receive receipt of the property from the employee before the final paycheck is released. The immediate supervisor shall notify the Human Resources in writing that he/she has accounted for all school property issued to the employee, has taken steps to initiate repayment/receipt of property and that the final paycheck can be released by the school.
- h) After employee provides a letter of intent and request for resignation, said employee shall not participate in school travel, training or other activities funded in whole or in part by Naatsis' Aan Community School.

Section 8.02                    **Involuntary Termination (Dismissal Other Than Layoff/Reduction-in-Force)**

- 1. Employees may be terminated for cause. Examples of infractions which may result in disciplinary action, including involuntary dismissal, are included in the Table of Penalties. However, it is not possible to list all the forms of behavior which are considered unacceptable in the workplace and the board may in its discretion dismiss any employee for unsatisfactory performance, unprofessional conduct, insubordination, violation of policies or laws, or such other conduct that constitutes cause to dismiss. While the board may choose to take a lesser disciplinary action such as a warning or suspension for a first offense, the board may in its discretion dismiss an employee for a first offense if appropriate depending on the facts and circumstances of the situation.
- 2. Involuntary Dismissal Procedures (other than Layoff/Reduction-in-Force)
  - a) Dismissal of an employee may be recommended to the principal by the supervisor, department head and/or Human Resources. The principal in consultation with the supervisor, department director and/or Human Resources will draft a notice of intent to terminate letter setting forth the reasons for the recommendation for termination, citing the specific policy violations violated by the employee and other specific matters identified in Policy 7.01(E)(3). A copy of this notice of intent to terminate letter will be hand delivered or by certified mailed to the employee as required and pursuant to Policy 7.01(E)(5).
  - b) The notice of intent to terminate letter will be provided to the board at a Board meeting with a recommendation to the board by the principal as to whether reasonable cause exists to terminate the employee.

- 1 c) If the board after reviewing the notice of intent to terminate letter and after  
2 receiving the recommendation from the principal, believes that adequate  
3 cause exists to terminate the employee, the employee will be sent by  
4 personal delivery or through certified mail a letter from the board  
5 terminating the employee and setting forth the reasons for the termination  
6 and citing policies violated by the employee. The termination will become  
7 effective five (5) days after the letter is sent unless the employee appeals the  
8 termination decision to the board within the five (5) working days. Should  
9 the employee appeal, the employee must submit a written appeal to the  
10 principal which states the basis for the appeal and the specific facts,  
11 circumstances, evidence, and witnesses which support the appeal.  
12
- 13 d) If the employee appeals the termination to the board, the employee will  
14 continue as an employee of the school pending the outcome of the  
15 termination appeal unless otherwise required by the circumstances.  
16
- 17 e) Once the board receives the termination appeal, the board will hold a  
18 hearing to hear the employee's appeal. The board, at its discretion, may  
19 designate a hearing officer to hear the appeal.  
20
- 21 f) The hearing on the dismissal appeal may, at the option of the employee, be  
22 done in executive session. If the employee does not opt to have the hearing  
23 in executive session, the hearing will be at an open public meeting.
- 24 g) At this hearing the principal or designee shall present the termination  
25 against the employee and will present to the board testimony and other  
26 evidence pertaining to the termination. The principal or designee may be  
27 represented by counsel.
- 28 h) The employee shall thereafter present his/her testimony and evidence with  
29 regard to the termination letter. The employee may be represented by  
30 counsel.
- 31 i) All testimony shall be taken under oath, the proceeding shall be tape  
32 recorded, and both sides shall have a right to cross-exam the other side's  
33 witnesses. Formal Rules of Evidence shall not apply, and the board will  
34 allow evidence that is relevant and non-repetitive.
- 35 j) Either side may be represented by counsel at the party's own expense.
- 36 k) After both sides have presented their case, both sides will be allowed a brief  
37 closing argument.
- 38 l) After both sides have presented closing argument, the board shall deliberate  
39 and decide to: 1) uphold the termination; 2) reject the termination; 3) impose  
40 a lesser disciplinary action. If a hearing officer has been retained to hear  
41 the matter, after both sides have presented closing argument, the hearing

1 officer shall provide the board with a written findings, conclusions, and  
2 recommendations and the board shall subsequently consider the hearing  
3 officer’s findings, conclusions, and recommendations, then deliberate and  
4 decide to: 1) uphold the termination; 2) reject the termination; 3) impose a  
5 lesser disciplinary action.

6 m) The decision of the board shall be final and effective immediately.

7 3. An employee must, and as part of their contract with the school, has agreed to  
8 exhaust this and all other possible remedies provided by the school prior to taking  
9 any action outside these policies. Employee’s failure to exhaust employee’s  
10 remedies provided under this contract shall be a breach of their contract and  
11 grounds for disciplinary action, up to and including termination of employment.  
12 Further action, including action outside the school is contractually barred if  
13 employee fails to exhaust the remedies available under these policies.  
14

15 Section 8.03 **Layoff/Reduction-in-Force**

16  
17 This provision relates to any involuntary employment termination for non-disciplinary reasons,  
18 initiated by the organization due to economic need, insufficient federal funding, changing program  
19 needs, reduction in student count, reduction in workload or other factors which, in the sole discretion  
20 of the Governing Board, render such action prudent and in the best interest of Naatsis’ Aan Community  
21 School. The principal shall notify the governing board when funding, workload circumstances or other  
22 circumstances require a layoff/reduction-in-force and shall submit a layoff/reduction-in-force plan to  
23 the governing board.  
24

25 In developing such plan, the principal shall give preference in retention to positions essential to  
26 the administration and operation of Naatsis’ Aan Community School. In considering the principal’s  
27 plan, the governing board shall also give preference in retention to such positions.  
28

29 The Principal and the governing board shall also consider the following factors in making  
30 layoff/reduction-in-force decisions, whether during the academic year or at the time for contract  
31 renewal decisions:  
32

33 a. Definitions:

- 34  
35 (1). “Employee” means both non-probationary and probationary employees.  
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37 (2). “Non-probationary employee” is an employee who has completed the probationary  
38 period.  
39  
40 (3). “Probationary employee” means a newly appointed employee or an employee who is  
41 promoted into a new position with an increase in pay and who is subject to an initial  
42 thirty (30) working day period of probation.  
43

- 1 (4). “Temporary employee” means an employee who is hired on an immediate need basis.  
2  
3 b. Involuntary dismissal may occur on account of the abolishment of a position due to lack  
4 of funds, change in duties, reorganization, or lack of work. All terminations resulting  
5 from a reduction in force must be authorized by the board.  
6  
7 c. When more than one employee is affected:  
8  
9 (1). First and foremost, all decisions regarding which employees and/or employment  
10 positions to retain in any reduction-in-force shall be first and foremost made  
11 based on the best interest of Naatsis’Aan Community School and the students it  
12 serves. Any other considerations, including those set forth below, shall be  
13 secondary to this primary principle.  
14  
15 (2). The Governing Board may create a revised organizational chart for Naatsis’Aan  
16 Community School that reflects the positions that will exist after the reduction-  
17 in-force, including the number of positions that will be retained. If the Board  
18 decides to reorganize and revise the organizational chart so that new or  
19 consolidated positions are created with skill requirements that are different from  
20 Naatsis’Aan Community School’s existing positions, position descriptions and  
21 qualifications for each of these new or consolidated positions will be established.  
22  
23 (2) a. The Human Resources with the principal shall establish lists  
24 grouping the positions that shall be retained within each job class  
25 (hereinafter “Job Class”).  
26  
27 (2) b. Each Job Class will be made up of those positions with the same  
28 or similar required qualifications.  
29  
30 (2) c. If the school does not reorganize and/or revise its organizational  
31 chart, the Job Classes will be identified from the existing organizational  
32 chart and position descriptions.  
33  
34 (2) d. If there is only one position in the Job Class that has certain  
35 required qualifications, that one position will be its own Job Class.  
36  
37 d. Within each Job Class, the Human Resources in consultation with principal will  
38 establish a list of current employees; ranking the employees in the order by which  
39 employees will be laid-off (the employees highest on the lists are to be laid-off first).  
40  
41 The lists to be established are as follows:  
42  
43 (1) The first list will include current employees in that Job Class who are neither  
44 Navajo nor a spouse of a Navajo.  
45

- 1 (2) The second list will include current employees in that Job Class who are  
2 Navajo or a spouse of a Navajo.  
3
- 4 (3). Within each of the above lists, groups will be developed, and the  
5 employees should be ranked with probationary and temporary employees  
6 grouped first and with permanent employees grouped last.  
7
- 8 (4). Within each group, employees who are least effective, as reflected by  
9 their performance evaluation(s) and disciplinary record(s), are ranked first and  
10 employees who have been most effective, as reflected by their performance  
11 evaluation(s) and disciplinary record(s), are ranked last.  
12
- 13 (5) If a tie exists within a group as to the effectiveness of two or more  
14 employees, the tied employees shall be ranked by seniority with the employee  
15 with the least amount of seniority ranked first and those with the highest  
16 seniority ranked last.  
17
- 18 e. For each Job Class, the Principal in consultation with the Human Resources will determine  
19 how many positions in that Job Class are going to be eliminated based upon a comparison  
20 of the existing organizational chart and the revised organizational chart for the next year.  
21
- 22 Once the number of employees to be laid-off in each Job Class is determined, individual  
23 employees to be laid-off are identified as follows:  
24
- 25 (1) By going to the first list for that Job Class and beginning from the top  
26 and going down to the bottom.  
27
- 28 (2) Then going to the second list beginning from the top and going down to  
29 the bottom.  
30
- 31 (3) Finally, to the third list beginning from the top and going down to the  
32 bottom, until the requisite number of employees to be laid-off have  
33 been identified.  
34
- 35 f. If new or consolidated positions have been created through the above process, those new or  
36 consolidated positions will be advertised. Current and qualified Navajo employees and  
37 secondary qualifying Navajo spouses have first preference for those positions absent a  
38 waiver of Navajo preference under Title 10 and these policies (waiver).  
39
- 40 g. Any Navajo or qualifying Navajo spouse who is laid-off through the above process has the  
41 right to displace a non-Navajo or Navajo spouse in any other position for which the Navajo  
42 or Navajo spouse demonstrates the necessary qualifications absent a waiver.  
43
- 44 h. Individual employees who are laid-off through the above process shall be given thirty (30)  
45 days' written notice that their contracts will be terminated because of a reduction-in-force  
46 due to lack of funds, change in duties, reorganization, lack of work or other reasons.



- 1  
2 i. Actions regarding reduction-in-force are not subject to the grievance procedures.  
3  
4 j. Absent a waiver and irrespective of the qualifications of any non-Navajo applicant or  
5 candidate, any Navajo applicant or candidate who demonstrates the necessary qualifications  
6 for an employment position shall be retained by the employer in the case of a Reduction in  
7 Force (RIF) affecting such class of positions until all non-Navajos employed in that class  
8 of positions are laid off, provided that any Navajo who is laid off in compliance with this  
9 provision shall have the right to displace a non-Navajo in any other employment position  
10 for which the Navajo demonstrates the necessary qualifications. Further, any RIF shall in  
11 all other ways also comply with the NPEA.  
12

13 Section 8.04 **Reinstatement**

14  
15 Any employee affected by a reduction in force will be reinstated pursuant to the Personnel  
16 Policies and Procedures of Naatsis'Aan Community School (i.e., Selection Procedures) and  
17 qualifications for the position into a vacant position for which the employee qualifies and for which  
18 the employee is the best qualified Navajo. Such reinstatement may occur only within the contract year  
19 in which the lay off or reduction-in-force occurred. It shall be the employee's responsibility to remain  
20 informed of any vacant positions and make the appropriate application for reinstatement.  
21

22 Section 8.05 **Job Abandonment**

23  
24 Any employee of Naatsis'Aan Community School who chooses to leave his/her  
25 employment by not reporting to their immediate supervisor for three (3) consecutive days without  
26 prior notice shall be deemed a resignation from employment. This will be considered a self-  
27 invoked resignation.  
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1 **ARTICLE IX. PROCUREMENT**  
2

3 **Section 9.01 Adoption of the Super Circular, 2 C.F.R. 200 et seq.**  
4

5 The school has adopted the Super Circular, 2 C.F.R. 200 *et seq.*, as may be amended  
6 (“Super Circular”). Therefore, all matters relative to property procurement, management and  
7 disbursement not treated in these policies are generally controlled by, and shall be in accordance  
8 with, the Super Circular and any applicable rules and regulations arising from the laws of the  
9 Navajo Nation, the federal government and the school’s contractual grant status.  
10

11 The following are additional policies applicable to this subject matter area. In the event of  
12 a conflict between the various sources of policy, the laws, rules and regulations of the Navajo  
13 Nation and the United States government and those arising from the school’s grant status the Super  
14 Circular controls unless the contrary is expressly noted in said law, rule, regulation, or policy.  
15

16 The current Super Circular and any amendments thereto should be consulted and followed  
17 regarding the proper form and procedure for requisitions, Purchase Orders, bidding procedures,  
18 inventory control, receiving and disbursements.  
19

20 **Section 9.02 Duty to be Informed of Rules and Regulations**  
21

22 The school administration, department supervisors, and all personnel performing under the  
23 policies and procedures of this Article shall familiarize themselves with the rules and regulations  
24 associated with the school’s funding contract, applicable rules and regulations of the Navajo  
25 Nation and federal government and provisions and procedures found in the Super Circular. Said  
26 individuals shall comply with the above-noted rules and regulations, policies, and procedures in  
27 performing their tasks and duties.  
28

29 **Section 9.03 Compliance With the Manual**  
30

31 Every procurement shall comply with the terms of the contract or grant which funds the  
32 procurement and the terms and conditions contained in this Manual. In all events, procurements  
33 shall comply with the requirements of 25 CFR 276 *et seq.*, Appendix A to 25 CFR 276 (consult  
34 for allowable cost), and the Super Circular. Should there be a conflict in the above-described  
35 documents, this Super Circular shall control.  
36

37 **Section 9.04 Prohibited Contracts**  
38

39 Procurement contracts providing for an aggregate value based on cost plus a percentage of  
40 the costs are prohibited and may not be awarded. Time and materials contracts must be restricted

1 to those circumstances when no other contract type is available, and such contracts must contain a  
2 clause that limits the aggregate value to a definite amount.  
3

4 **Section 9.05 Procurement Records**

5  
6 Procurement records, including, but not limited to, solicitations, Purchase Orders,  
7 contracts, payment histories, and records applicable of significant decisions must be retained for  
8 three (3) years after the school or school’s agents, subcontractors or obligors make the final  
9 payment, and all other pending matters are closed.  
10

11 **Section 9.06 Property Management Records**

12  
13 Property management records of real and personal property, as required herein, must be  
14 retained for three (3) years from the date of disposition, replacement, or transfer.  
15

16 **Section 9.07 Procurement Standards**

- 17  
18 A. School employees with responsibilities for procurement shall ensure that the  
19 school’s vendors, contractors and/or subcontractors perform in accordance with the  
20 terms, conditions and specifications of their contracts or Purchase Orders.
- 21 B. General standards of conduct of school employees who award and administer  
22 contracts are as follows:  
23
- 24 1. No employee, officer, elected official or agent of the school shall participate  
25 in the selection, award, or administration of a procurement if a conflict of  
26 interest, real or apparent, would be involved.
  - 27 2. An employee, officer, elected official or agent of the school is not allowed  
28 to solicit or accept gratuities, favors or anything of monetary value from  
29 contractors, potential contractors, or parties to sub-agreements with the  
30 following exemption: a financial interest that is not substantial and that is  
31 disclosed to the school and waived by the school, a gift that is an unsolicited  
32 item of nominal value.
  - 33 3. A violation of these standards will be the basis for disciplinary action, up to  
34 and including termination.
- 35 C. The school employees responsible for procurement shall review proposed  
36 procurements to avoid buying unnecessary or duplicative items to ensure the  
37 reasonableness of the price of items purchased. Consolidating or breaking up  
38 procurement to obtain more economical purchases should be considered. Where

1 appropriate, leasing and purchasing alternatives should be compared to determine  
2 which is more economical.

3 D. The school shall conduct all major procurement transactions by providing full and  
4 open competition, to the extent necessary, to assure efficient expenditure of funds  
5 and, to the extent feasible, in the local area. As provided herein, Navajo preference  
6 and Indian preference shall be applied in procurement awards.

7 E. The school shall make procurement awards only to responsible entities who have  
8 the ability to perform successfully under the terms and conditions of the proposed  
9 procurement. In making this judgment, the school shall consider such matters as  
10 the contractor's integrity, its compliance with public policy, its record of past  
11 performance, and its financial and technical resources.

12 F. The school shall maintain records on the significant history of all major  
13 procurement transactions. These records may include, but are not limited to, the  
14 rationale for the method of procurement, the selection of contract type, the contract  
15 selection or rejection, and the basis for the contract price.

16 G. school employees shall use good administrative practice and sound business  
17 judgment for processing and settling all contractual and administrative issues  
18 arising out of the procurement. These issues include, but are not limited to, source  
19 evaluation, protests, disputes, and claims.

20 Section 9.08 **Contract Standards**

21 A. All contracts in which the school is a party shall, at a minimum:  
22

23 1. Be in writing.

24 2. Identify the interested parties in the contract and their authority and/or  
25 agency.

26 3. Clearly state the purpose of the contract.

27 4. State the work to be performed under their contract; and

28 5. State the terms and conditions of the contract, the time and manner of  
29 payments, and the process for making any claims.

30 6. Contracts shall be made only with responsible contractors who possess the  
31 potential ability to perform successfully under the terms and conditions of  
32 a proposed procurement. Consideration shall be given to such matters as  
33 contractor integrity, record of past performance, exhibits of performance  
34 bond, financial and technical resources, or accessibility to other necessary  
35 resources.

1 7. A system for contract administration shall be maintained to assure  
2 contractor conformance with terms, conditions and specifications of the  
3 contract or order and to assure adequate and timely follow up of all  
4 purchases.

5 8. Contain suitable provisions for termination by the school including how the  
6 school may terminate a contract and the consequences of such termination  
7 (i.e., what if any damages, payments, ownership of documents and materials  
8 and a provision that there shall be no payment for lost opportunity or profit)  
9 and all other conditions for a final settlement. Such contracts shall describe  
10 conditions where the contract may be terminated for default, convenience,  
11 and circumstances beyond the control of the contractor or school.

12 9. All construction contracts shall contain references to applicable federal laws  
13 such as the Davis-Bacon Act, Copeland Anti-Kickback Act and other such  
14 legislation and regulation.

15 B. All contracts should contain a provision informing the recipient that their award is  
16 funded with Indian Self-Determination Education Assistance Act funds and that the  
17 recipient is responsible for identifying and ensuring compliance with applicable  
18 federal laws, regulations, and Executive Orders.

19 **Section 9.09 Navajo and Indian Preference**

20  
21 To the greatest extent possible, consistent with the law, Navajo and Indian preferences shall  
22 be observed and implemented in the advertisement, negotiation, procurement and award of goods  
23 and services. The school shall comply with the Navajo Business Opportunity Act and 25 C.F.R.  
24 276.13 which requires Indian preference and allows for tribal preference. Notwithstanding this  
25 policy of preference, school employees shall comply with all policies stated herein in the  
26 procurement of goods and services and are free to act in whatever way best serves the needs of the  
27 school.  
28

29 **Section 9.10 Purchasing Procedures for Purchases Less Than \$20,000**

30  
31 **A. Purchase Orders**

32  
33 Purchase Orders must be prepared for all school expenditures, except for salaries and  
34 related costs and otherwise documented travel expenditures.  
35

36 **B. Definitions**

37  
38 1. **Aggregate Value:** The total cost or dollar value of a procurement contract.

39 2. **Procurement:** The process for the acquisition of goods and/or services.

- 1                   3.     Purchase: A purchase for the purpose of these policies and procedures is  
2                   defined as the payment, with school funds, for any goods, services, or other  
3                   expense.
- 4                   4.     Unauthorized Purchases: An unauthorized purchase is any purchase which  
5                   is not legally and appropriately approved within the school budget or by  
6                   other school action allowed by these policies and procedures, or which does  
7                   not substantially comply with these policies and procedures. The school  
8                   may decline payment of any unauthorized purchase. The school assumes  
9                   no responsibility for payment of unauthorized purchases, and any person  
10                  initiating, causing, making, or otherwise executing an unauthorized  
11                  purchase is solely responsible for payment thereof. All authorized  
12                  purchases shall be legally budgeted or approved within an appropriate fund  
13                  account, or within the appropriate line item as approved by the school.  
14                  Purchases which are not within the authorized budget, or otherwise not  
15                  properly approved by the school, are unauthorized purchases.

16           C. Requisition Process

17  
18           All purchases for or on behalf of the school or for which the school pays shall be done  
19           pursuant to requisition and this requisition process unless such purchase or procurement requires  
20           bidding.

21  
22           The requisition process is as follows:

- 23           1.     The requesting party shall:
- 24                   a)     Prepare a complete requisition by the departmental managers in  
25                   iVision Web Portal pursuant to Tyler Technologies Infinite Visions  
26                   or fill in the school’s Requisition Form manually that is obtained  
27                   from the Business Technician. All information required by the  
28                   requisition must be provided including Sales Tax and Shipping  
29                   Handling charges. An incomplete requisition shall be declined and  
30                   returned to the requester submitting the requisition without signature  
31                   approval by the principal.
- 32                   b)     Before submitting the requisitions for approval all supporting  
33                   documents are required to be attached including three (3) quotes  
34                   from three different vendors with an updated W-9 if applicable.
- 35                   c)     Sign and date the requisition and submit said requisition to the  
36                   appropriate approving authority (principal, coordinator, supervisor,  
37                   etc.) for that person’s signature.
- 38                   d)     Submit the completed and fully executed requisition to the  
39                   Accounting Technician for Procurement/Warehouse (hereinafter  
40                   “Business Technician”).

- 1                    2.     The Business Technician shall:
- 2                    a)     Verify items that are not in stock. Only if the items are not in stock  
3                            can department Supervisors notify the Business Clerk and initiate to  
4                            fill out the requisition process. The procedures below are then to be  
5                            followed in processing the requisition and maintaining inventory  
6                            control.
- 7                    b)     Verify that sufficient budget capacity exists to make expenditures  
8                            requested and verify the sufficient cash balances available to make  
9                            expenditures.
- 10                  c)     Sign and date the requisition if sufficient budget capacity or cash  
11                          balance is not available and return the requisition to the requestor  
12                          with a copy to the Business Technician.
- 13                  d)     Select the proper purchase procedure, depending on the expected  
14                          purchase amount.
- 15                  e)     Follow the guidelines concerning bids or quotes, except for  
16                          purchases from GSA vendors.
- 17                  f)     Attempt to ensure that all purchases are made at the best possible  
18                          price and in accordance with the following provisions.
- 19                  g)     Follow the Guidelines for Competitive Purchasing Below the Dollar  
20                          Limits Required for Sealed Bids as found in the Super Circular.
- 21                  h)     Re-verifies budget capacity and cash balance, as applicable, if the  
22                          actual cost exceeds the estimated cost recorded on the requisition.  
23                          Prepare a four-part pre-numbered Purchase Order. The school  
24                          should issue Purchase Orders in sequential order and numerically  
25                          account for them. Those initiated, but not issued, should be voided  
26                          to prevent re-use, and retained in the numeric Purchase Order file.  
27                          Purchase Orders must be signed by an individual authorized by the  
28                          Governing Board.
- 29                  i)     Submit the requisition to the Business Technician.

- 30
- 31                  3.     Threshold Guidelines for Procurements:
- 32                  a)     Purchases less than \$5,000.00: Purchase shall be made according to  
33                          the best obtainable price, provided at least three (3) oral quotes, with  
34                          documentation, from different vendors have been obtained for such  
35                          purchases. The quotes are required to be attached to the requisition  
36                          form. The following information includes the Person contacted;  
37                          time; date; telephone numbers; and price quote.

- 1                                   b)     Purchases of at least \$5,000.00 but not more than \$20,000.00:  
2                                   Purchase shall be made according to the best obtainable price,  
3                                   provided at least three **(3) bona fide written quotes** are obtained  
4                                   and include the signature of the authorized person to bind the  
5                                   vendor’s company. Such purchases must have prior approval by the  
6                                   Board.
- 7                                   c)     Purchases over \$20,000.00: All purchases over \$20,000.00 require  
8                                   formal bid procedures after receiving Board approval to advertise  
9                                   for bid. Such purchases must be approved in the current budget.
- 10                                4.     The Business Technician shall:
- 11                                a)     Review and double-check the requisition for accuracy.
- 12                                b)     Notify the requestor and department if the requisition is rejected  
13                                with reasons therefore and appropriate recommendations.
- 14                                c)     Verify that all parties have followed the bidding quotation rules,  
15                                regulations and procedures.
- 16                                d)     Submit all requisitions exceeding \$5,000.00 to the board for review  
17                                and approval.
- 18                                e)     After the foregoing has been completed, and upon return of the  
19                                requisition from the board, submit the approved requisition to the  
20                                Business Technician for the preparation of a Purchase Order.
- 21                                5.     The principal shall:
- 22                                a)     Review all requisitions.
- 23                                b)     Return declined requisitions to the requestor and the Business  
24                                Technician with an explanation.
- 25                                c)     Upon approval, and if necessary, board approval has been obtained,  
26                                forward the requisition to the Business Technician for processing  
27                                the Purchase Order.

28     D. Purchase Order Process  
29

- 30                                1.     A requisition approved shall be forwarded to the Business Technician, who  
31                                then shall print the Purchase Order to obtain signature from the Principal.
- 32                                2.     The Business Technician shall prepare Purchase Orders according to the  
33                                following guidelines.



- 1 a) The Purchase Orders shall be consecutively and sequentially pre-  
2 numbered.
- 3 b) It is the Business Technician’s responsibility to numerically account  
4 for all Purchase Orders.
- 5 c) Each Purchase Order is accounted for by number in a Purchase  
6 Order log.
- 7 d) Purchase Orders initiated, but not used, must be marked “void” and  
8 recorded in the Purchase Order log and retained in the numeric  
9 Purchase Order file.
- 10 e) Purchase Orders shall be properly safeguarded.
- 11 f) Purchase Orders shall be in four-part form and distributed as  
12 follows:
- 13 i. Copy 1 (File) – filed.  
14 ii. Copy 2 (Completed and signed) – reviewed when items are  
15 received.  
16 iii. Copy 3 (Entity) – filed.  
17 iv. Copy 4 (Vendor) – faxed or emailed to vendor when  
18 ordering items.
- 19 g) Prepare the Purchase Order according to the information provided  
20 on the requisition.
- 21 h) Order any necessary equipment tags.
- 22 i) Distribute the Purchase Order to the vendor.
- 23 j) Ensure that Purchase Orders are prepared and sent within less than  
24 five (5) working days.
- 25 k) Provide information regarding the Purchase Order upon the  
26 vendor’s request.

27 E. Receiving Process for Goods Procured

28 1. The Business Clerk shall:

- 29
- 30 a) Maintain copies of Purchase Orders on file prior to receiving the  
31 goods.
- 32 b) Upon arrival, inspect the goods for visible damage in the carrier’s  
33 presence. Damaged goods shall not be accepted and must be  
34 returned to the vendor.

- 1 c) Complete the receiving report indicating the quantity received, the  
2 date received, condition of goods, and signature of employee  
3 receiving the goods. If a copy of the Purchase Order is used as a  
4 receiving report, the quantity ordered should have been blanked and  
5 the quantity received should be recorded next to the description of  
6 each item.
- 7 d) If not, all items are received, a report shall be forwarded to the  
8 Business Technician, keeping a copy in the Business Office for  
9 filing as the Business Clerk does follows up with the vendor until  
10 all items are items are received.
- 11 e) Tag all equipment items as required and maintain the log of tags and  
12 inventory log of the model, name, serial number, price of equipment  
13 and date equipment is received.
- 14 f) Maintain detailed records of the delivery of goods in the warehouse,  
15 indicating the department where the goods and materials and  
16 equipment will be transferred.
- 17 g) Inform the requestor that the goods have been received. Determine,  
18 with the requestor, the method of delivery of goods and secure proof  
19 of delivery by requiring the recipient to initial and date the receiving  
20 report.
- 21 h) Completed receiving copy **IMMEDIATELY** by the Business Clerk  
22 and file, along with the shipping documents, such as bills, packing  
23 slips or freight bills attached.
- 24 i) Reconcile all Purchase Orders that are twenty (20) working days or  
25 older with the accounts payable technician on a weekly basis.
- 26 2. The Business Clerk shall:
- 27 a) Arrange encumbered Purchase Orders by vendors alpha file in such  
28 a manner that all vendors, suppliers, contractors, and related persons  
29 will be paid within four (4) weeks to six (6) weeks, after sending the  
30 Purchase Order from the school.
- 31 b) Compare the receiving report with the copy of the Purchase Order  
32 on file. Ensure that the Purchase Order satisfactorily notes items  
33 received and status of Purchase Order (complete, partial, etc.).
- 34 c) Attach receiving report with shipping documents to copy of the  
35 Purchase Order and requisition, and file alphabetically in the vendor  
36 file until a receipt of invoice.

- 1 d) Receive vendor invoice and record date of receipt on invoice.
- 2 e) Review vendor's invoice for mathematical accuracy and indicate  
3 evidence of such review on the invoice.
- 4 f) Compare terms, quantities, and prices on the Purchase Order,  
5 vendor's invoice and receiving report. Differences or open credit  
6 memorandum should be resolved before payment is made. If a  
7 partial shipment was received, the vendor should be paid only for  
8 the goods received.
- 9 g) Calculate cash discounts, if applicable.
- 10 h) Prepare checks, voucher, or other appropriate payment device.  
11 Check to ensure that amount of payment device agrees with  
12 requisition, Purchase Order, invoice, and is the appropriate amount  
13 owed.
- 14 i) Submit the payment device to the proper party, i.e., Administration  
15 Assistant and Board Member (authorize signers) for signatures.
- 16 j) Obtain a copy or lower portion of check or payment device and keep  
17 in file with copies of requisition, Purchase Order, and invoices.
- 18 k) Properly record all fully executed expenditures.
- 19 3. The Business Technician shall:
- 20 a) Review all checks and payment devices.  
21 b) Execute, when appropriate, checks and payment devices.  
22 c) Submit, when appropriate, payment devices to the Principal.
- 23
- 24 4. The principal shall:
- 25 a. Execute checks and payment devices, when appropriate.  
26 b. Submit payment devices to the Governing Board for approval, when appropriate.

27 **Section 9.11 Advertised Procurement Procedures**

28

29 **A. General Statement of Process**

30

31 There shall be two general types of advertised procurement procedures:

- 32
- 33 1. Advertised procurement by sealed bid requires that bids are publicly  
34 solicited, and a firm fixed price contract providing for either a lump sum or

1 unit price is awarded to the qualified vendor/bidder whose bid conforms to  
2 all the material terms and conditions of the invitation for bids and is the  
3 lowest in price. In order to utilize this process, the following conditions  
4 should exist:

- 5 a) A complete, adequate, and realistic specification or description of  
6 the item or items to be procured is available.
- 7 b) Two or more responsible and qualified bidders are willing and able  
8 to compete effectively for the contract award.
- 9 c) The procurement lends itself to a firm fixed price contract and the  
10 selection of the successful bidder can be made principally based on  
11 price.

- 12 2. Competitive proposal procurement is used when procurement by sealed  
13 bids is not appropriate because one or more of the above conditions do not  
14 exist which would, if present, justify the use of the sealed bid process.

15 B. Advertised Procurement by Sealed Bids

16  
17 Advertised procurement by sealed bids shall conform to the following requirements:

- 18  
19 1. The invitation for bids will be publicly advertised and bids shall also be  
20 solicited from an adequate number of known vendors.
- 21 2. A reasonable and sufficient time shall be provided between the time of  
22 advertisement and the time when all bids must be received by the school.
- 23 3. The invitation for bids, which will include all specifications and pertinent  
24 attachments, shall define the items or services in order for the bidder to  
25 properly respond.
- 26 4. All bids will be publicly opened at the time and place designated in the  
27 invitation for bids.
- 28 5. A firm-fixed-price contract award will be made in writing to the lowest  
29 responsive and responsible bidder rather than going by the lowest bidder,  
30 go by quality assessment. Where specified in the invitation, such factors as  
31 discounts, transportation costs, and maintenance costs may be considered in  
32 determining which bid is lowest.
- 33 6. Any or all bids may be rejected if the cause, therefore, is reasonable, in the  
34 best interest of the school, consistent with this Manual, and is fully  
35 documented. The procurement may thereafter be re-advertised for  
36 additional bids or, if consistent with law and this Manual, be procured by  
37 other means.

1 C. Procurement by Competitive Proposals

2  
3 The process of procurement by competitive proposals requires that more than one source  
4 or vendor submit an offer of either a fixed-price or cost-reimbursable contract to the school for the  
5 goods or services to be procured. Such procurement shall be conducted as follows:

- 6  
7 1. Requests for proposals shall be advertised within the Navajo Nation and in  
8 the metropolitan areas where such goods or services may be available and  
9 shall identify all evaluation factors by which the proposals will be evaluated  
10 and their relative importance in addition to a full description of the goods  
11 or services to be procured.
- 12 2. Proposals shall also be solicited from an adequate number of qualified  
13 sources previously known for their business with the school.
- 14 3. As a part of the process, criteria will be promulgated which afford a means  
15 of objectively evaluating all qualified proposals submitted. The criteria will  
16 be retained as a part of the documentation of the procurement. Such criteria  
17 may include such elements as bondability, experience, and history of  
18 providing like goods or services, qualifications of management and staff to  
19 be involved in providing the goods or services, price and pricing procedures,  
20 procedures, and mechanisms for resolving disputes and such other  
21 evaluation criteria as may be appropriate to the particular procurement.
- 22 4. Award of a procurement contract will be made based on the ranking of the  
23 proposals submitted based on the criteria established, price, and the  
24 advantage to the program to be served by the procurement.

25 Section 9.12 **Emergency Procurement by Non-Competitive Proposal**

26  
27 Procurement by non-competitive proposal shall be used only when the award of a contract  
28 is not feasible under small purchase procedures, competitive proposals or advertised procurement  
29 by sealed bids and one or more of the following circumstances exist:

- 30  
31 A. The item is available only from a single source.
- 32 B. The exigency or emergency necessitating the procurement will not permit a delay  
33 resulting from competitive solicitation.
- 34 C. The funding source authorizes non-competitive procurement.
- 35 D. After solicitation of at least three sources, competition is determined to be  
36 inadequate.

37 In the event that one or more of the above circumstances are found to exist, then the school  
38 may solicit a proposal from one qualified vendor without competition.

1     Section 9.13     **Construction and Facility Improvement Procurement/Acceptance of**  
2                             **Regulation**

3  
4             For all construction and facility improvement contracts or subcontracts exceeding an  
5 aggregate value of \$100,000.00, the school hereby accepts the bonding policy and requirements of  
6 the agency or authority of the funding source or awarding agency.

7     Section 9.14     **Procurement Other than Through Purchase**

8  
9             In addition, to purchase, personal property may be procured by a variety of other means,  
10 including securing assignment or gift of excess property from a federal agency, contractor, receipt  
11 of donations, loans, and appropriation of resources from Navajo Nation or other agencies and/or  
12 Indian and public lands. Such procurement may be an asset or liability to the school; therefore, all  
13 such acquisitions must receive prior approval of the Governing Board, or the principal as  
14 authorized by the Governing Board. Any such property shall be treated as other property obtained  
15 under these procurement provisions.

16  
17     Section 9.15     **Suspension and Debarment**

18  
19             For all procurements over \$25,000, the school will adopt and comply with 2 CFR § 180.995  
20 to ensure that the vendor or entity is not suspended, debarred, or otherwise excluded from  
21 participating in the transaction. Annual verification will be accomplished by (1) checking with  
22 the System of Award Management (SAM) maintained by the General Services Administration  
23 (GSA) or (2) collecting a certification from the entity or adding a clause or condition to the covered  
24 transaction with that entity (2 CFR § 180.300).

25  
26  
27  
28

1                   **ARTICLE X. MANAGEMENT AND DISBURSEMENT OF PROPERTY**  
2

3    Section 10.01   **Property Management**  
4

5           The school has adopted the Super Circular, 2 C.F.R. 200 *et seq.*, as may be amended,  
6 (“Super Circular”) for provisions regarding property management, warehousing procedure, and  
7 inventory issues. Further, the school requires compliance with GASB 34 regarding the  
8 management, inventory, and reporting of property. The principal, all relevant department heads,  
9 and all personnel whose responsibilities and duties relate to property management shall familiarize  
10 themselves with the relevant Super Circular provisions, the requirements arising from the school’s  
11 funding contract, rules and regulations of the Navajo Nation and the federal government relative  
12 to said contract regarding property management, inventory, and disbursement reporting  
13 requirements. Failure on the part of the responsible party to comply with any of the above rules  
14 and regulations may result in disciplinary action.  
15

16                   Conflicts in Regulations  
17

18           In any conflict between the Super Circular and the policies set forth herein and the rules  
19 and regulations and requirements of the school’s grant, and the laws of the Navajo Nation and/or  
20 the federal government, the Super Circular shall control unless expressly set forth in the foregoing.  
21

22    Section 10.02   **Applicability**  
23

24           All property, other than food or other perishable supplies, must be processed through the  
25 Business Technician or their designee, who shall be responsible for tagging where necessary and  
26 tracking said property.  
27

28    Section 10.03   **Inventory**  
29

30           A physical inventory shall be conducted annually, in strict compliance with GASB 34. The  
31 results of the inventory shall be reconciled with the school’s internal property and accounting  
32 records. The Business Technician shall be responsible for said inventory.  
33

34    Section 10.04   **General Purpose of the Property Management System**  
35

36           The general purpose of the school’s policies regarding property management is to account  
37 for all of the school’s property, including property transferred by the Secretary for use under a self-  
38 determination contract or acquired with contract funds, and to establish requirements and  
39 procedures for the use, care, maintenance, and disposition of all such property.  
40

1     Section 10.05   **Type of Property to be Tracked.**

2  
3             The property management system of the school shall track:

- 4  
5             A.     Sensitive personal property, which is all personal property that is subject to theft  
6                     and pilferage.
- 7             B.     The capitalization threshold is set at \$5,000.00; and therefore, all capital assets with  
8                     an acquisition value in excess of \$5,000.00 shall be tracked as a capital asset.
- 9             C.     Real property provided by the Secretary (DOI) for use under the contract.

10    Section 10.06   **Records and Internal Controls**

11  
12             The property management system shall maintain records that accurately describe the  
13     property, including any serial number, tag number or other identification number. The records  
14     shall also contain the following information: Source of the property, titleholder, acquisition date,  
15     cost, share of federal participation in the cost, location, use and condition of the property and the  
16     date of disposal and sale price, if any.

17  
18             Internal controls shall include procedures:

- 19  
20             A.     For the conduct of periodic inventories.
- 21             B.     To prevent loss or damage to property; and
- 22             C.     To ensure that property is used for the school until the property is properly declared  
23                     to be in excess of or insufficient for the needs of the school.

24    Section 10.07   **Maintenance**

25  
26             All school property shall be properly maintained. Required maintenance includes the  
27     performance of actions necessary to keep the property in good working condition, the procedures  
28     recommended by equipment manufacturers and the steps necessary to protect the interest of the  
29     school and funding entities and any express warranties or guaranties covering the property.  
30

31    Section 10.08   **Federal Property**

32  
33             Additional requirements for federal property (i.e., property which the school chooses not  
34     to take title) are as follows:

- 35  
36             A.     Within ninety (90) days following the end of an annual funding agreement, the  
37                     school shall certify and submit to the Secretary an annual inventory of all federally  
38                     owned real and personal property used in the school program.



1 B. Said inventory shall report an increase or decrease of \$5,000.00 or more in value of  
2 any item of real property. Such property shall be disposed of as follows:

3 1. The school shall report to the Secretary, in writing, any federally owned  
4 personal property that is worn out, lost, stolen, damaged beyond repair, or  
5 no longer needed by the school.

6 2. The school shall state whether the school wants to dispose of or return the  
7 property. (e.g., GSA, other contracted entity).

8 3. If the Secretary does not respond within sixty (60) days, the school may  
9 return the property to the Secretary, who shall accept transfer, custody,  
10 control, and responsibility for the property (together with all associated  
11 costs).

12 **Section 10.09 Property Receiving**

13  
14 All personal property, other than food or other perishable supplies, must be processed by  
15 the Business Technician before use by any department or employee.

16 A. The Business Technician shall inspect the personal property so delivered to confirm  
17 whether the Purchase Order has been filled by the delivery and to identify those  
18 items that are subject to inventory.

19 1. The Business Technician shall identify those items that were ordered and  
20 were not delivered and so notify the ordering department and the Business  
21 Clerk.

22 2. The Business Technician shall, after confirmation of receipt, deliver all  
23 shipping and billing documents to the Business Office.

24 3. The Business Technician shall cause items that are subject to inventory to  
25 be tagged and included in the property inventory of the school.

26 4. The Business Technician shall cause all remaining items to be delivered to  
27 the department that ordered the property.

28 5. Items or quantities of items that are too large to be accommodated in the  
29 office of the Business Technician shall be taken directly to the department  
30 purchasing them, and the Business Technician shall be immediately notified  
31 of the delivery. The Business Technician shall immediately thereafter go  
32 to that department and conduct his or her responsibilities as provided in this  
33 Section. No property so delivered shall be placed in use until the functions  
34 of the Business Technician have been completed.

35 B. The Business Technician shall tag and enter the inventory records all property  
36 subject to inventory. A Fixed Asset List and/or Inventory List shall be completed

1 for each item of property subject to inventory. No such property shall be released  
2 to any person until such person has accepted custody of the property and signed the  
3 Fixed Asset List and/or Inventory List acknowledging that custodial responsibility.

4 **Section 10.10 Food and Perishable Property**

- 5
- 6 A. All deliveries of food shall be delivered to the cafeteria and properly and safely  
7 maintained in an appropriate storage area. All such property shall be inventoried  
8 upon receipt and properly used in an approved menu.
- 9 B. All perishable property shall be delivered directly to the department ordering such  
10 property.
- 11 C. All shipping and billing documents accompanying food or perishable property,  
12 together with the signed certificate of the receiving authority attesting to the receipt  
13 of all such property, shall be delivered to the Business Office by the department  
14 receiving such property.

15 **Section 10.11 Hazardous Property**

- 16
- 17 A. The department ordering hazardous property shall notify the Business Technician  
18 of the order before delivery is made. The notice shall identify the nature and hazard  
19 of the property, the name of the supplier and the approximate date of the intended  
20 delivery.
- 21 B. At the time of delivery, such property shall be placed in a secure location accessible  
22 only to authorized persons. Such locations shall be clearly identified as having  
23 restricted access and as containing hazardous substances and equipment. The  
24 Business Technician shall be immediately notified of the delivery so that he/she  
25 may perform their function regarding the property prior to any use thereof.
- 26 C. Hazardous property shall not be removed from that secure location except by  
27 persons properly authorized and trained to operate, handle and transport that  
28 property.

29 **Section 10.12 Inventory System**

30

31 An inventory system of all personal property subject to inventory and belonging to the  
32 school shall be maintained by the Business Technician or designee. The inventory system shall  
33 be maintained in strict compliance with GASB 34. The inventory system shall be comprised of the  
34 following elements:

- 35 A. All items of personal property shall be tagged and identified as the property of the  
36 school and shall be identified with a property number and such other information  
37 as may be necessary for the proper control of the property.

- 1 B. An electronic entry on the Fixed Asset List shall be prepared for each item of  
2 personal property subject to inventory. The Fixed Asset List shall identify the item  
3 of property, its property, serial, or identification number, if any, the model and  
4 make of the property and contain such notations as will fully describe the property.  
5 The Fixed Asset Locator Lists shall also provide for a record of the delivery of the  
6 property to a custodian by date, department, name of custodian, signature of  
7 custodian and the date upon which the item of property was returned to the Business  
8 Technician. Each subsequent delivery of the item of property to a custodian shall  
9 be entered on the Fixed Asset List. The Fixed Asset List shall also contain the  
10 following information: Source (where property was acquired); cost; source of  
11 funds for cost; use; condition; date of disposal and sale price, if any. The Fixed  
12 Asset List shall be kept in an electronic format on the school's computer system  
13 with appropriate backup.
- 14 C. A computer program shall be maintained in which each item of personal property  
15 that has been inventoried has been entered. Each entry shall identify the property,  
16 its property number, the department to which the property is assigned, the name of  
17 the custodian and the purchase cost of the property.

18 **Section 10.13 Annual Inventory**

19  
20 An annual inventory shall be conducted not later than the 15<sup>th</sup> day of May every year. The  
21 said inventory shall be in strict compliance with GASB 34. The inventory shall be conducted by  
22 the Business Technician and such other assistants as shall be designated by the principal. The  
23 inventory shall consist of a physical inspection of each item of personal property for which a Fixed  
24 Asset List has been prepared.

- 25 A. The physical inspection shall confirm the following:
- 26 1. that the item of personal property is the property described on the Fixed  
27 Asset List.
  - 28 2. That the item is in the custody of the named custodian.
  - 29 3. That the item is in proper operating condition.
  - 30 4. That the item is in current use or remains useful to the custodian for the  
31 purpose and function for which it is intended.
- 32 B. When the Business Technician or designee determines from the physical inspection  
33 that the item is not as it is described on the Fixed Asset List, a notation shall be  
34 made on the Fixed Asset List to that effect and the discrepancy shall be resolved at  
35 the earliest reasonable time by the Business Technician.
- 36 C. When the Business Technician or designee determines that the item is not in the  
37 custody of the person named on the Fixed Asset List, the item shall be removed to

1 a central storage facility and not returned until a proper disposal/ transfer form has  
2 been entered on the Fixed Asset List.

3 D. When the Business Technician or designee determines that the item is not in proper  
4 operating condition, the item shall be removed to a central storage facility until  
5 repairs can be made to bring the item into operating condition or until proper  
6 disposition can be arranged.

7 E. When the Business Technician or designee determines that the item is no longer in  
8 current use or no longer remains useful for the purpose or function for which it was  
9 intended by the custodian, then the property shall be removed to a central storage  
10 facility, advertised in all departments of the school to determine further usage, or  
11 until proper disposition can be arranged.

12 F. When the Business Technician or designee determines that an item cannot be  
13 produced by the custodian for inventory, such fact shall be immediately reported to  
14 the principal for further action consistent with the terms of this Manual.

#### 15 Section 10.14 Duties of Custodian

16  
17 A custodian of property subject to inventory or items determined to be of a sensitive nature  
18 shall have the following duties concerning that property:

19 A. To take all reasonable and prudent precautions to protect the property from loss,  
20 theft, unauthorized use, and damage.

21 B. To report immediately any loss, theft, unauthorized use or damage of the property  
22 to the appropriate department head and to the Business Technician.

23 C. To take all reasonable and prudent actions to recover or repair the property at the  
24 earliest reasonable opportunity.

25 D. To surrender custody and deliver the property to the Business Technician upon the  
26 expiration of the need and proper use of the property or upon the expiration of  
27 employment.

28 E. To cooperate and assist in the inventory of such property.

29 F. To use the property only for the use or uses intended by the grant of custody and  
30 the mission of the department or program and to report immediately to the Business  
31 Technician when such property is no longer of use to the custodian.

32 G. To pay the reasonable value or cost of repair of property to the school when said  
33 property is lost, stolen or damaged due to the negligence, or failure to perform the  
34 duties required, of the custodian.

1     **Section 10.15   Responsibility of Department Supervisors**

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Every department supervisor should provide a secure space in which custodians of property may keep and store items of school property as necessary to fulfill their duty. Determination of Value or Cost of Repair of Lost, Stolen or Damaged Property

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The principal, after full and prudent inquiry, shall determine the responsibility of a custodian for the loss, theft, or damage to property in his or her custody and the reasonable and proper value or cost of the repair of the property. Such decisions shall be final and such amounts as are determined to be due from the custodian shall be deducted from any money owing by the school to the custodian.

12     **Section 10.16   Duties of Department Supervisors**

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Every department supervisors shall, before the annual inventory of school property, cause a survey of the property in the custody of his or her department to be made. Such surveys shall determine and identify, as to each such item of property, the following:

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- A. All property that is fully functional and of continuing use and benefit to the department in the accomplishment of the duties and responsibilities of the department.
- B. All property that needs repair and, if repaired, would be of continuing use and benefit to the department in the accomplishment of the duties and responsibilities of the department.
- C. All property that needs repair and which, if repaired, would no longer be of use and benefit to the department.
- D. All property that is fully functional, but which is no longer of use and benefit to the department.

27     **Section 10.17   Storage and Disposal of Property**

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- A. At the time of the annual inventory, inoperable items of property and items of property that are no longer of use and benefit to the department shall be removed to a central storage facility, and:
  - 1. The Business Technician shall release each item of such property from the custody of the custodian listed on the Fixed Asset List for that item of property and show on such card its return to the central storage facility.
  - 2. The Business Technician shall cause a list of all such items of property to be circulated among the departments of the school.

1 3. Thereafter, any department having a need and use for such property so listed  
2 may request that such property be transferred from the central storage  
3 facility to the custody of an employee within the requesting department.  
4 Necessary repairs of such property shall thereafter be the responsibility of  
5 the department taking custody of the item of property.

6 B. Any item of property that has remained in the central storage facility for five years  
7 or more, which has not been used or repaired during that time, shall be disposed of  
8 as follows:

9 1. The Business Technician shall cause a list of all such items of property to  
10 be circulated among the departments of the school. The list shall identify  
11 the items of property intended for disposal unless a request for their custody  
12 and use is made prior thereto by any department.

13 2. Not less than thirty (30) days after the publication of the list among the  
14 departments of the school, a list of such properties then remaining for  
15 disposal shall be circulated among the villages served by this school and  
16 other schools in the Navajo Nation area. Items of property having a  
17 substantial value may be listed as being for sale at a price shown on the list.  
18 The sale of property shall be accomplished in compliance with 25 CFR  
19 276.11.

20 3. Such property as is requested or purchased by other schools or villages shall  
21 be transferred to them.

22 4. All remaining property shall be sold at auction (if that is economically  
23 feasible); properly disposed of as waste or disbursed in another reasonable  
24 manner approved by the Governing Board. The obvious outcome to avoid  
25 in any disposition is the appearance of impropriety, unfair personal gain or  
26 favoritism.

27 **Section 10.18 Development of Specific Procedures**

28  
29 Departments and functions which utilize specific property requiring more specific  
30 procedures than those which are contained herein, such as use of vehicles, tools, or equipment,  
31 shall develop written procedures concerning such use or function and submit them to the principal.  
32 The principal shall, by memorandum, designate those departments and functions which must  
33 develop and provide such procedures. In addition to those procedures required by the principal, a  
34 department or function may develop such property procedures as will assist in the operation of the  
35 department or function. All such additional procedures shall be consistent with the policies and  
36 procedures contained in this Manual.

1     Section 10.19   **Approval of Specific Procedures**

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Such specific procedures as are developed shall be reviewed by the department head of the department promulgating the procedures and, if approved, then submitted to the principal for his or her review. If approved by the principal, such procedures shall become immediately effective and shall be identified by the date of approval and effect. The original of the procedures shall be returned to the Department promulgating them and a copy shall be placed among the collected policies and procedures of the school.

9     Section 10.20   **Amendment of Specific Procedures**

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Any such procedure that has been approved may thereafter be amended from time to time by the action of the department or function promulgating them with the approval of the principal. Such amended procedures shall be marked with the date of approval and effect and shall be placed among the collected policies and procedures of the school.

15

1           **ARTICLE XI. FUND BALANCE POLICY IN ACCORDANCE WITH GASB NO. 54**  
2

3   Section 11.01           **Purpose**

4           The purpose of this policy is to create new fund balance classifications to allow for more  
5   useful fund balance reporting and for compliance with the reporting guidelines specified in  
6   Statement No. 54 of the Governmental Accounting Standards Board (GASB).  
7

8   Section 11.02           **General Statement of Policy**

9           The policy of the School is to comply with GASB Statement No. 54. To the extent a  
10   specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the  
11   GASB Statement shall prevail. This policy shall be implemented at the School.  
12

13   Section 11.03           **Definitions**

14           1. “Assigned” fund balance amounts are comprised of unrestricted funds constrained by  
15   the school district’s intent that they be used for specific purposes, but that do not meet the criteria  
16   to be classified as restricted or committed. In funds other than the general fund, the assigned fund  
17   balance represents the remaining amount that is not restricted or committed. The assigned fund  
18   balance category will cover the portion of a fund balance that reflects the school district’s  
19   intended use of those resources. The action to assign a fund balance may be taken after the end  
20   of the fiscal year. An assigned fund balance cannot be a negative number.  
21

22           2. “Committed” fund balance amounts are comprised of unrestricted funds used for  
23   specific purposes pursuant to constraints imposed by formal action of the applicable Board and  
24   that remain binding unless removed by that Board by subsequent formal action. The formal  
25   action to commit a fund balance must occur prior to fiscal year end; however, the specific  
26   amounts committed can be determined in the subsequent fiscal year. A committed fund balance  
27   cannot be a negative number.  
28

29           3. “Enabling legislation” means legislation that authorizes the School to assess, levy,  
30   charge, or otherwise mandate payment of resources from external providers (i.e., P.L. 100-297  
31   grants) and includes a legally enforceable requirement that those resources be used only for the  
32   specific purposes listed in the legislation.  
33

34           4. “Fund balance” means the arithmetic difference between the assets and liabilities  
35   reported in a school district fund.  
36

37           5. “Non-expendable” fund balance amounts are comprised of funds that cannot be spent  
38   because they are either not in spendable form or are legally or contractually required to be  
39   maintained intact. They include items that are inherently non-expendable, such as, but not  
40   limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale,  
41   or the permanent principal of endowment funds.



1  
2 6. “Restricted” fund balance amounts are comprised of funds that have legally  
3 enforceable constraints placed on their use that either are externally imposed by resource  
4 providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or  
5 regulations of other governments, or are imposed by law through constitutional provisions or  
6 enabling legislation.

7  
8 7. “Unassigned” fund balance amounts are the residual amounts in the general fund not  
9 reported in any other classification. Unassigned amounts in the general fund are technically  
10 available for expenditure for any purpose. The general fund is the only fund that can report a  
11 positive unassigned fund balance. Other funds would report a negative unassigned fund balance  
12 should the total of non-spendable, restricted, and committed fund balances exceed the total net  
13 resources of that fund.

14  
15 8. “Unrestricted” fund balance is the amount of fund balance left after determining both  
16 non-spendable and restricted net resources. This amount can be determined by adding the  
17 committed, assigned, and unassigned fund balances.

18  
19 9. “Encumbrance Reporting” means encumbering amounts for specific purposes for  
20 which resources have already been restricted, committed, or assigned should not result in  
21 separate display of encumbered amounts. Encumbered amounts for specific purposes for which  
22 amounts have not been previously restricted, committed or assigned, will be classified as  
23 committed or assigned, as appropriate, based on the definitions and criteria set forth in GASB  
24 Statement No. 54.

25  
26 **Section 11.04 Classifying Fund Balance Amounts**

27 Fund balance classifications depict the nature of the net resources that are reported in a  
28 governmental fund. An individual governmental fund may include non-expendable resources  
29 and amounts that are restricted, committed, or assigned or any combination of those  
30 classifications. The general fund may also include an unassigned amount.

31  
32 **Section 11.05 Minimum Fund Balance**

33 The School will strive to maintain a minimum unassigned general fund balance of 1.5  
34 months of operating expenses.

35  
36 **Section 11.06 Order of Resource Use**

37 If resources from more than one fund balance classification could be spent, the School  
38 will strive to spend resources from fund balance classifications in the following order (first to  
39 last): restricted, committed, assigned, and unassigned.

1 Section 11.07 **Committing Fund Balance**

2 A majority vote of the Board is required to commit a fund balance to a specific purpose  
3 and subsequently to remove or change any constraint so adopted by the Board.  
4

5 Section 11.08 **Assigning Fund Balance**

6 The Board, by majority vote, may assign fund balances to be used for specific purposes  
7 when appropriate. The Board also delegates the power to assign fund balances to the principal.  
8 Assignments so made shall be reported to the Board monthly, either separately or as part of  
9 ongoing reporting by the assigning party if other than the School Board.

10 An appropriation of an existing fund balance to eliminate a projected budgetary deficit in  
11 the subsequent year's budget in an amount no greater than the projected excess of expected  
12 expenditures over expected revenues satisfies the criteria to be classified as an assignment of  
13 fund balance.  
14

15 Section 11.09 **Review**

16 The applicable Board will conduct an annual review of the sufficiency of the minimum  
17 unassigned general fund balance level.  
18

19

1 **ARTICLE XII. ACCOUNTING PROCEDURES**  
2

3 **Section 12.01 General Accounting Policy**  
4

5 The School has adopted the Super Circular, 2 C.F.R. 200 *et seq.*, as may be amended,  
6 (“Super Circular”) in situations wherein there are no controlling or applicable policies in this  
7 manual. The School’s accounting procedures shall be as set forth and recommended in the Super  
8 Circular and in compliance with the requirements of GASB 54. The School’s accounting  
9 procedures shall also include any rules, regulations or requirements arising from the School’s  
10 funding contract, rules, regulations and/or laws of the Navajo Nation and the federal government.  
11 In the event of a conflict between the Super Circular and the policies set forth herein and the rules,  
12 regulations and requirements of the School’s funding grant and laws of the Navajo Nation and  
13 federal government, the Super Circular shall control. In the event of a conflict between the Super  
14 Circular and these policies set forth in this Manual, the Super Circular shall control unless said  
15 policies expressly state that they control. The Principal and all relevant department heads and  
16 personnel with duties and responsibilities in these areas shall familiarize themselves with the above  
17 standard requirements, rules, and regulations. Failure on the part of responsible parties to comply  
18 with said guidelines, rules, regulations, and requirements may result in disciplinary action.  
19

20 **Section 12.02 Retention of Records**  
21

22 Financial records, including documentation of supporting costs incurred by the School,  
23 must be retained for three (3) years from the date of submission of the single audit report to the  
24 Secretary. Records pertaining to any litigation, audit exceptions or claims requiring management  
25 systems data must be retained until the action has been completed. Please refer to section 2.18  
26 Document Retention and Destruction Policy  
27

28 **Section 12.03 Applicable Regulations**  
29

30 The School shall expend and account for contract funds and funds from any other revenue  
31 source in accordance with all applicable funding source and Navajo Nation laws, regulations, and  
32 procedures.  
33

34 **Section 12.04 Minimum General Standards**  
35

36 The physical control and accounting procedures of the School shall be sufficient to:  
37

- 38 A. Permit preparation of reports required by any funding source; and
- 39 B. Permit the tracing of any funding to a level of expenditure adequate to establish that  
40 said funding has not been used in violation of any restrictions or prohibitions

1 contained in any agreement with a funding source, the Navajo Nation or federal  
2 government. The School's financial and accounting systems shall include  
3 provisions for the following elements:

- 4 1. Financial Reports. The accounting system shall provide for accurate,  
5 current, and complete disclosure of the financial results of School activities.  
6 This includes providing the Secretary a completed Financial Status Report,  
7 SF 425.
- 8 2. Accounting Records. The accounting system shall maintain records  
9 sufficiently detailed to identify the source and application of all funds  
10 received by the School. The system shall contain sufficient information to  
11 identify contract awards, obligations and unobligated balances, assets,  
12 liabilities, outlays or expenditures and income.
- 13 3. Internal Controls. The accounting system shall maintain effective control  
14 and accountability for all School funding received and for all real property,  
15 personal property and other assets furnished for use by the School.
- 16 4. Budget Controls. The financial management system shall permit the  
17 comparison of actual expenditures or outlays with the amounts budgeted by  
18 the School.
- 19 5. Allowable Costs. The accounting system shall be sufficient to determine  
20 the reasonableness and allocability of School costs based upon the terms of  
21 any funding agreement, the laws of the Navajo Nation and federal  
22 government. The accounting system of the costs should be consistent with  
23 the Super Circular, "Cost Principles for State, Local Governments and  
24 Indian Tribes."
- 25 6. Source Documentation. The accounting system shall contain the  
26 accounting records supported by source documentation, e.g., cancelled  
27 checks, paid bills, payroll records, time and attendance records, contract  
28 award documents, Purchase Orders, and other primary records that support  
29 all School expenditures.
- 30 7. Cash Management. The accounting system shall provide for accurate,  
31 current, and complete disclosure of cash revenues, disbursements, cash-on-  
32 hand balances and obligations by source and application for all School  
33 transactions.
- 34 8. Compliance with GASB 34 requirements in general, including reporting of  
35 capital assets and inventory requirement.
- 36 9. Compliance with GASB 54 and reporting fund balance according to the five  
37 (5) classifications: (a) non spendable (b) committed (c) restricted (d)  
38 assigned and (e) unassigned.

1 Section 12.05 **School Bank Policies**

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It is the policy that students at the School shall:

1. Receive instruction and guidance in the use and protection of personal and club funds.
2. Have experience in the managing and accounting of funds for student activities and/or club funds.
3. Learn how to use student banking services for their personal and group funds.

The School shall provide a plan for the protection of the funds and a system for School personnel handling student funds.

The School shall provide a means of bookkeeping which shall always show the amount of student funds on hand.

The School shall provide locked protection for student funds.

A. School Bank General Policies

1. Each student and authorized student club/organization shall be assigned an account in the School bank. All student clubs/organizations shall have their plan of operation approved by the School Student Council and Principal before the club/organization can raise funds and expend funds.
2. Every account, both individual and group, must be always solvent. No account overdrafts will be allowed.
3. Non-student funds shall not be kept in the School bank.
4. All student funds shall be secured in a locked security system.
5. It is imperative that the safe combination/keys be secured from unauthorized use.
6. Safe combinations should be changed as personnel changes occur or when there is reason to believe that the security of the combination has been compromised.
7. The Business Technician shall be appointed to oversee school banking procedures by the Principal.
8. All student funds derived from class projects, student clubs, student associations or other types of group activities shall be deposited and expended through the School bank.

1 B. Accounting

2  
3 The following regulations and procedures shall be observed in connection with School bank  
4 accounting:

- 5  
6 1. Basic Journal. A basic journal for all transactions shall be maintained by  
7 the assigned Business Technician.
- 8  
9 2. Ledger. A ledger shall be maintained for all student accounts by the  
Business Technician.
- 10  
11 3. Deposits. All deposit forms shall be pre-numbered and are to be accounted  
12 for. Money raised from activities by student clubs must be deposited in the  
student bank within two (2) working days of fund-raising activity.
- 13  
14 4. Request for Payment/Withdrawal of Money. Each club shall fill out the  
15 appropriate form/requisition for payment/withdrawal of money before  
16 payment can be made. Request for payment/withdrawal of money shall be  
17 submitted no later than five (5) working days before the funds are needed.  
18 Minutes from the club and student council authorizing the  
19 expenditure/activity shall accompany the request for payment/withdrawal  
of money.
- 20  
21 5. Bank Reconciliation. Promptly upon receipt of a monthly statement from a  
commercial bank, the statement will be reconciled to the journal.
- 22  
23 6. Statement to Depositors. Monthly statements of club account balances shall  
24 be prepared by the Business Technician and given to depositors to inform  
25 depositors of transactions affecting their accounts. Monthly statements of  
26 club account balances shall be submitted to the Principal's office. The  
27 statement to depositors will provide the depositors with an opportunity to  
reconcile their records to School bank records.
- 28  
29 7. Receipts. Receipts for all student activity expenditures must be returned to  
the school bank within three (3) working school days.
- 30  
31 8. The receipts must be original and have the printed name of the vendor on  
32 the receipt. Unused funds must be returned with the receipts. The receipts,  
plus unused cash, must equal the total of the receipt.
- 33  
34 9. Closing Club Accounts. The club accounts which do not reflect any activity  
35 for a period of one (1) year may be transferred upon the approval of the  
36 Principal to the School general fund of the student activity account unless  
37 the approved plan of operation of such organizations make contrary  
provisions.

38 C. Activity Accounting Guidelines

- 1                   1.     Student activity operations must have the following:
- 2                   a.     Cash income must be secured by use of a cash box while the activity
- 3                         is in progress.
- 4                   b.     Two (2) persons shall always maintain the cash box during the
- 5                         activity.
- 6                   c.     Two (2) persons shall count the income at the end of the activity and
- 7                         verify the cash income by signatures.
- 8                   d.     A deposit slip should be prepared and signed by two (2) designated
- 9                         individuals.
- 10                  e.     Funds shall be deposited in the school bank (safe) or otherwise
- 11                         secured until they can be deposited in the school bank in accordance
- 12                         with School bank deposit guidelines. Cash should be deposited at
- 13                         Wells Fargo Bank within two (2) days.
- 14                  f.     Sponsors of activities must make arrangements to secure the income
- 15                         of their activities in advance.

16     D. Audit

17

18                   Accounting records and documents of the School bank shall be audited each school year.

19     Audits may be performed by an independent firm of certified public accountants.

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1           Section 12.06   **Whistleblower Policy**

2   Board Resolution: The Naatsis’Aan Community School, Inc. (“NCSII”) Governing Board  
3 (“Board”) approves the inclusion of the following statement in the Employee Handbook and  
4 directs the principal to ensure that it is given to and acknowledged by all employees. In addition,  
5 the Principal will ensure that whistleblower protection notification is posted in the workplace(s)  
6 as required by state law.

7   Notes: The Whistleblower Policy extends beyond the law by encouraging reporting of law  
8 violations as well as prohibiting retaliation. Whistleblower Posters can be downloaded from each  
9 state.

10 Policy: If any employee reasonably believes that some policy, practice, or activity of NCSI is in  
11 violation of law, a written complaint may be filed by that employee with the Principal.

12 NCSI intends to adhere to all laws and regulations that apply to NCSI, and the underlying purpose  
13 of this Policy is to support NCSI’s goal of legal compliance. The support of all employees is  
14 necessary to achieving compliance with various laws and regulations. An employee is protected  
15 from retaliation only if the employee brings the alleged unlawful activity, policy, or practice to the  
16 attention of NCSI and provides NCSI with a reasonable opportunity to investigate and correct the  
17 alleged unlawful activity. The protection described below is only available to employees that  
18 comply with this requirement.

19 NCSI will not retaliate against an employee who, in good faith, has made a protest or raised a  
20 complaint against some practice of NCSI, or of another individual or entity with whom NCSI had  
21 a business relationship, based on a reasonable belief that the practice is in violation of law or a  
22 clear mandate of public policy.

23 NCSI will not retaliate against an employee who discloses or threatens to disclose to a supervisor  
24 or a public body any activity, policy, or practice of NCSI that the employee reasonably believes is  
25 in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear  
26 mandate or public policy concerning health, safety, welfare, or protection of the environment.

27 My signature below indicates my receipt and understanding of this Policy. I also verify that I have  
28 been provided with an opportunity to ask questions about the Policy.

29  
30 \_\_\_\_\_  
31 Employee Signature

\_\_\_\_\_   
Date



1           Section 12.07   **Conflicts of Interest Policy**

2   **Conflicts of Interest**

3   Whenever an NCSI Board Member has a financial or personal interest in any matter coming before  
4   the Governing Board, the affected person shall a) fully disclose the nature of the conflict of interest  
5   and, b) recuse from discussion, lobbying, and voting on the matter. Any transaction or vote  
6   involving a potential conflict of interest shall be approved only when a majority of disinterested  
7   Board Members determine that it is in the best interest of NCSI to do so. The minutes of meetings  
8   at which such votes are taken shall record such disclosure, abstention, and rationale for approval.

9

1 **ARTICLE XIII. FRAUD POLICY**

2

3 **Section 13.01 Background**

4

5 The School fraud policy is established to facilitate the development of controls that will

6 aid in the detection and prevention of fraud against Naatsis’Aan Community School (the

7 “School”). It is the intent of the School to promote consistent organizational behavior by providing

8 guidelines and assigning responsibility for the development of controls and conduct of

9 investigations.

10

11 **Section 13.02 Scope of Policy**

12

13 This policy applies to any irregularity, or suspected irregularity, involving employees as

14 well as Board members, consultants, vendors, contractors, outside agencies doing business with

15 employees of such agencies, and/or any other parties with a business relationship with the School.

16

17 Any investigative activity required will be conducted without regard to the suspected

18 wrongdoer's length of service, position/title, or relationship to the School.

19

20 **Section 13.03 Policy**

21

22 All employees are responsible for the detection and prevention of fraud, misappropriations,

23 and other irregularities. Fraud is defined as the intentional, false representation, or concealment of

24 a material fact for the purpose of inducing another to act upon it to his or her injury. Each employee

25 will be familiar with the types of improprieties that might occur within his or her area of

26 responsibility and be alert for any indication of irregularity.

27

28 Any employee or Board member who detects or suspects any irregularity must report it

29 immediately to the Principal, or if it involves the Principal, to the Board. The Board coordinates

30 all investigations. Any employee who has knowledge of actions constituting fraud and fails to

31 report same to the Principal, or if it involves the Principal, to the Board, may be subject to

32 disciplinary action, up to and including termination. Any employee or Board member who has

33 knowledge of the actual commission of a federal felony and fails to appropriately report same may

34 be subject to criminal prosecution under 18 U.S.C.S. §4.

35

36 **Section 13.04 Actions Constituting Fraud**

37

38 The terms defalcation, misappropriation, and other fiscal irregularities refer to, but are not

39 limited to:

40

- 41
- Any dishonest or fraudulent act.

- 1 • Misappropriation of funds, securities, or other assets.
- 2 • Impropriety in the handling or reporting of money or financial transactions.
- 3 • Disclosing confidential and proprietary information to outside parties.
- 4 • Accepting or seeking anything of material value from contractors, vendors, or
- 5 persons providing services/materials to the School. Exception: Gifts less than
- 6 \$99.99 in value.
- 7 • Destruction, removal, or inappropriate use of records, furniture, fixtures, and
- 8 equipment; and/or
- 9 • Any similar or related irregularity.

10  
11 If there is any question as to whether an action constitutes fraud, contact the Principal, or  
12 if it involves the Principal, contact the Board for guidance.  
13

#### 14 Section 13.05 **Investigation Responsibilities**

15  
16 The Principal, or if it involves the Principal, the Board, has the primary responsibility for  
17 the investigation of all suspected fraudulent acts as defined in the policy. If an investigation  
18 overseen by the Principal substantiates that fraudulent activities have occurred, the Principal will  
19 issue reports to the Governing Board. Pursuant to 2 C.F.R. §200.113, the School must disclose, in  
20 a timely manner, in writing to the BIE all violations of Federal criminal law involving fraud,  
21 bribery, or gratuity violations potentially affecting the School’s Federal award. Decisions to  
22 prosecute or refer the examination results to the appropriate law enforcement and/or other  
23 regulatory agencies for independent investigation will be made in conjunction with the Board, as  
24 will final decisions on disposition of the case.  
25

#### 26 Section 13.06 **Confidentiality**

27  
28 The Principal and Board shall treat all information received confidentially to the extent  
29 practicable. Any employee who suspects dishonest or fraudulent activity will notify the Principal  
30 immediately, or if it involves the Principal, the Board, and should not attempt to personally conduct  
31 investigations or interviews/interrogations related to any suspected fraudulent act (see **Reporting**  
32 **Procedure** section below).  
33

34 Investigation results will not be disclosed or discussed with anyone other than those who  
35 have a legitimate need to know. This is important to avoid damaging the reputations of persons  
36 suspected but subsequently found innocent of wrongful conduct and to protect the School from  
37 potential civil liability.  
38

#### 39 Section 13.07 **Reporting Procedures**

40  
41 Great care must be taken in the investigation of suspected improprieties or irregularities so

1 as to avoid mistaken accusations or, if necessary, to avoid alerting suspected individuals that an  
2 investigation is under way.

3  
4 An employee who discovers or suspects fraudulent activity will contact the Principal, or if  
5 it involves the Principal, the Board immediately. The employee or other complainant may remain  
6 anonymous. All inquiries concerning the activity under investigation from the suspected  
7 individual, his or her attorney or representative, or any other inquirer should be directed to the  
8 Principal, or if it involves the Principal, the Board. Unless otherwise directed no information  
9 concerning the status of an investigation will be given out. The typical proper response to any  
10 inquiries is, "I am not at liberty to discuss this matter." Under no circumstances should any  
11 reference be made to "the allegation," "the crime," "the fraud," "the forgery," "the  
12 misappropriation," or any other specific reference.

13  
14 The reporting individual should be informed of the following:

- 15 • Do not contact the suspected individual to determine facts or demand  
16 restitution.
  - 17 • Do not discuss the case, facts, suspicions, or allegations with anyone unless specifically  
18 asked to do so by the Principal, or if it involves the Principal, the Board.
- 19  
20

#### 21 Section 13.08 **Termination**

22  
23 If an investigation results in a recommendation to terminate an individual, the  
24 recommendation will be made pursuant to Policy 8.02.  
25

#### 26 Section 13.09 **Administration**

27  
28 The Principal, or if it involves the Principal, the Board is responsible for the administration,  
29 revision, interpretation, and application of this policy. The policy will be reviewed annually and  
30 revised as needed.  
31  
32  
33

1 **ARTICLE XIV. INVESTMENT POLICY**

2 **Purpose**

3  
4 The Board considers an investment program a critical ingredient of sound fiscal management. The  
5 Board authorizes the Principal or a Board approved designee to manage all activities with the  
6 investment program in such a manner as to accomplish the objective of this policy.  
7

8 **Objective**

9  
10 The objectives of the investment program are to secure a maximum yield on investments to  
11 supplement other revenues for the support of NCSI; safeguard and invest funds in accordance with  
12 applicable laws, as well as grantor requirements; and to maintain the liquidity necessary to meet  
13 NCSI's cash requirements.  
14

15 NCSI may invest only in securities that are backed by the full faith and credit of the United States  
16 Government and in compliance with 25 U.S.C. § 2506(b) (2002). Permissible investments include:  
17

- 18 1. Only obligations of the United States, or in obligations or securities that are guaranteed  
19 or insured by the United States, or mutual "or other" funds registered with the Securities  
20 and Exchange Commission, and which only invest in obligations of the United States  
21 or securities that are guaranteed or insured by the United States.  
22
- 23 2. Or investments deposited only into accounts that are insured by an agency or  
24 instrumentality of the United States or are fully collateralized to ensure protection of  
25 the funds, even in the event of bank failure. Said deposits or certificates of deposit  
26 should be fully ensured by the FSLIC or FDIC.  
27

28 **Responsibilities**

29  
30 **NCSI Board:**

31  
32 The Board establishes the investment policy.  
33

34 **Principal**

35  
36 The Principal or designee as approved by the Board shall manage all activities associated with the  
37 investment program in such a manner as to accomplish the objectives of this policy.  
38

39 The Principal or Board approved designee shall prepare a written report each month that lists all  
40 investments. The report shall include the stated interest rate, the interest earned (on a cash basis),  
41 the profit or loss on each transaction, and the market value of each investment.  
42

43 The Principal or Board approved designee shall also prepare an annual review and assessment of  
44 NCSI's investment program.  
45

1 **Use of Funds**

2

3 The Board shall determine in an open regularly scheduled NCSII Board meeting, the use of funds  
4 for student educational programs which are deemed necessary and critical to the mission of the  
5 NCSII. The use of interest funds shall not be used to supplant regular education funds and/or  
6 balance the budget for NCSI.

7

8 Currently, there is no allowance for investment of funds from the federal government. Allowable  
9 investments are any donated monies from a private source, without conditions.