

# TABLE OF CONTENTS

## Contents

Section 1.01 School Organizational Chart SY 2020-21 .....	10
Section 1.02 Organization Description .....	11
Section 1.03 Enactment and Amendment .....	12
Section 2.02 Employee Relations .....	15
Section 2.03 Equality of Employment Opportunities/Non-Discrimination/Hopi/Native American Preference.....	15
Section 2.04 Immigration Law Compliance .....	16
Section 2.05 Employee Medical Examinations .....	16
Section 2.06 Anti-Nepotism .....	16
Section 2.07 Conflicts of Interest .....	17
Section 2.09 Pre-Selection Procedure.....	20
Section 2.11 Interview Committee .....	23
Section 2.12 CSA or designee's Recommendation .....	23
Section 2.13 Alternative to Interview Committee .....	23
Section 2.14 Final Approval .....	23
Section 2.15 Emergency Appointments.....	24
<b>ARTICLE III. EMPLOYMENT STATUS AND RECORDS.....</b>	<b>27</b>
Section 3.01 Employment Categories.....	27
Section 3.02 Probationary Period .....	29
Section 3.03 Employment Reference Checks.....	30
Section 3.04 Personnel Data Changes/Updates .....	30
Section 3.05 Access to Personnel Files .....	31
Section 3.06 Non-Disclosure .....	31
Section 3.07 Employment Applications .....	31
Section 3.08 Performance Evaluation.....	32
Section 3.09 Position Descriptions .....	33
Section 3.10 Contract Renewal/Non-Renewal .....	33
<b>ARTICLE IV. MANAGEMENT OF THE WORK FORCE .....</b>	<b>34</b>
Section 4.01 Regular Hours of Work.....	34
Section 4.02 Dress .....	35
Section 4.03 Absences .....	35
Section 4.04 Absence without Leave/Lateness.....	35
Section 4.05 Outside Employment.....	35
Section 4.06 Health Standards .....	36
Section 4.07 Chain of Command.....	36
Section 4.08 Training .....	36

Section 4.09 New Employee Orientation .....	36
Section 4.10 Administration .....	37
Section 4.11 Timekeeping .....	37
Section 4.12 Paydays.....	37
Section 4.13 Pay Deductions and Setoffs .....	38
Section 4.14 Telephone Policy .....	38
Section 4.15 Safety .....	38
Section 4.16 Rest and Meal Periods .....	39
Section 4.17 Overtime .....	39
Section 4.18 Emergency Closure/Evacuation.....	41
Section 4.19 Use of Equipment and Vehicles.....	41
Section 4.20 Business Travel Expenses.....	42
Section 4.21 Credit Cards .....	44
Section 4.22 Attendance and Punctuality .....	46
Section 4.23 Control and Return of Property .....	46
Section 4.24 Keys Policy .....	46
Section 4.25 Security Inspections.....	47
Section 4.26 Monthly Departmental Reports.....	47
Section 4.27 General Staff Meeting.....	47
Section 4.28 Social Media Policy .....	47
Section 4.29 Family/Personal Matters/Gossip.....	50
Section 4.30 Political Activities .....	50
Section 4.31 Stipends .....	51
Section 4.32 Personal Property.....	52
Section 4.33 Staff Use of Portable Electronic Devices in School.....	52
Section 4.34 Bonus Compensation Policy .....	53
<b>APPENDIX IV-A.....</b>	<b>55</b>
SCHOOL CREDIT CARD ACKNOWLEDGEMENT AND AUTHORIZATION FORM .....	55
<b>ARTICLE V. EMPLOYEE BENEFITS PROGRAMS.....</b>	<b>56</b>
Section 5.01 Employee Benefits.....	56
Section 5.02 General Leave (Annual/Sick) Benefits .....	56
Section 5.02a Bereavement Leave.....	57
Section 5.02b Jury Leave.....	58
Section 5.03 Holidays.....	58
Section 5.04 Workers' Compensation Insurance .....	59
Section 5.05 Time Off to Vote .....	59
Section 5.06 Administrative Reassignment with Pay .....	59
Section 5.07 Benefits Continuation (COBRA).....	59

Section 5.08 Family and Medical Leave .....	60
Section 5.09 Military Leave .....	61
Section 5.10 Higher Learning Tuition Fees .....	62
Section 5.11 Leave to Chaperone Immediate Family Member .....	62
<b>ARTICLE VI. STANDARDS OF CONDUCT.....</b>	<b>62</b>
Section 6.01 Standards of Conduct for All Employees .....	62
Section 6.02 Drug-Free Workplace .....	65
Article 6.03 Notice to Employees .....	66
Section 6.04 Uniform conditions of Employment .....	67
Section 6.05 Procedure upon Receiving Notice of Drug Abuse Conviction .....	67
Section 6.06 Drug Awareness Program .....	68
Section 6.07 Controlled Substance and Alcohol Policy .....	68
Section 6.08 Smoking/Chewing Tobacco/Controlled Substances .....	69
Section 6.09 Prohibition against Tobacco, Alcohol and/or Controlled Substance Related Clothing Material and/or Items .	69
Section 6.10 Anti-Harassment Policy .....	70
Section 6.13 Whistleblower Policy .....	81
<b>ARTICLE VII. DISCIPLINARY PROCEDURE .....</b>	<b>90</b>
Section 7.01 Disciplinary Action .....	90
Section 7.02 Staff Grievances .....	94
<b>STAFF GRIEVANCES .....</b>	<b>96</b>
LEVEL I GRIEVANCE FORM A .....	96
<b>STAFF GRIEVANCES .....</b>	<b>97</b>
LEVEL I GRIEVANCE FORM B .....	97
LEVEL II GRIEVANCE FORM C .....	98
LEVEL II GRIEVANCE FORM D .....	99
<b>STAFF GRIEVANCES .....</b>	<b>100</b>
LEVEL III (Final Action) GRIEVANCE FORM E .....	100
<b>ARTICLE VIII. TERMINATION OF EMPLOYMENT .....</b>	<b>102</b>
Section 8.01 Voluntary Termination (Resignation) .....	102
Section 8.02 Involuntary Termination (Dismissal Other Than Layoff/Reduction-in-Force) .....	103
Section 8.03 Layoff/Reduction-in-Force .....	105
Section 8.04 Reinstatement .....	106
Section 8.05 Disability .....	106
<b>ARTICLE IX. STUDENT POLICIES AND PROCEDURES .....</b>	<b>106</b>
Section 9.01 Statement of Fundamental Policy .....	106
Section 9.02 Enrollment .....	107
Section 9.03 Admission, Required Age .....	107
Section 9.04 Students' Rights .....	107
Section 9.05 Students' Responsibilities .....	108

Section 9.06 General Rules.....	108
Section 9.07 Student Dress Code.....	109
Section 9.08 Attendance .....	110
Section 9.09 Grading .....	110
Section 9.10 Report Cards .....	111
Section 9.11 Promotion or Retention.....	111
Section 9.12 AWOL (Absent Without Leave).....	112
Section 9.13 Bus Safety and Rules .....	112
Section 9.14 Property Damage .....	113
Section 9.15 Personal Items.....	113
Section 9.16 Cafeteria.....	113
Section 9.17 Extracurricular Activities.....	114
Section 9.18 Sports Award Assembly .....	114
Section 9.19 Students with Disabilities/Section 504 of the Rehabilitation Act of 1973.....	115
Section 9.20 Health Policies .....	115
Section 9.21 Grooming/Personal Hygiene.....	115
Section 9.22 Social Interaction .....	116
Section 9.23 Prohibition of Harassment, Intimidation and Bullying .....	116
Section 9.24 Sexual Harassment.....	119
Section 9.25 Telephone .....	122
Section 9.26 Courtesy at Activities .....	123
Section 9.27 Check-Out Procedures .....	123
Section 9.28 Fire/Emergency Evacuation Plan.....	123
Section 9.29 Student Discipline.....	124
Section 9.30 Permissible Penalties .....	126
Section 9.31 Imposition of Discipline .....	126
Section 9.32 General Due Process Rights .....	126
Section 9.33 Discipline of Special Education Students .....	132
Section 9.34 Removal from School Facilities.....	132
Section 9.35 Incident Report Procedures.....	133
Section 9.36 Student Freedom of Expression .....	136
Section 9.37 McKinney Vento School Homeless Policy .....	136
<b>ARTICLE X. ELECTRONIC INFORMATION SYSTEM/ INTERNET ACCEPTABLE USE POLICY.....</b>	<b>140</b>
Section 10.01 Preamble .....	140
Section 10.02 Acceptable Use .....	140
Section 10.03 Use is a Privilege .....	142
Section 10.04 Mandatory Internet Filters .....	142
Section 10.05 No Warranties .....	142

Section 10.06 Network Etiquette and Privacy .....	143
Section 10.07 Web publishing policies.....	143
<b>Appendix X-A.....</b>	<b>145</b>
<b>ARTICLE XI. PROCUREMENT.....</b>	<b>150</b>
Section 11.01 Adoption of USFR .....	150
Section 11.02 Duty to be Informed of Rules and Regulations.....	150
Section 11.03 Compliance With the Manual .....	150
Section 11.04 Prohibited Contracts .....	151
Section 11.05 Procurement Records .....	151
Section 11.06 Property Management Records.....	151
Section 11.07 Procurement Standards .....	151
Section 11.08 Contract Standards .....	152
Section 11.09 Hopi and Native American Preference .....	153
Section 11.10 Purchasing Procedures for Purchases Less than \$20,000 .....	153
Section 11.11 Advertised Procurement Procedures for Purchases in Excess of \$20,000 .....	159
Section 11.12 Emergency Procurement by Non-Competitive Proposal .....	161
Section 11.13 Construction and Facility Improvement Procurement/Acceptance of Regulation.....	161
Section 11.14 Procurement Other than Through Purchase .....	161
<b>ARTICLE XII. MANAGEMENT AND DISBURSEMENT OF PROPERTY.....</b>	<b>162</b>
Section 12.01 Property Management.....	162
Section 12.02 Conflicts in Regulations.....	162
Section 12.03 Applicability .....	162
Section 12.04 Inventory .....	162
Section 12.05 General Purpose of the Property Management System.....	162
Section 12.06 Type of Property to be tracked.....	163
Section 12.07 Records and Internal Controls .....	163
Section 12.08 Maintenance.....	163
Section 12.09 Federal Property.....	163
Section 12.10 Property Receiving .....	164
Section 12.11 Food and Perishable Property .....	165
Section 12.12 Hazardous Property .....	165
Section 12.13 Inventory System .....	165
Section 12.14 Annual Inventory .....	166
Section 12.15 Duties of Custodian .....	167
Section 12.16 Responsibility of Department Head.....	167
Section 12.17 Determination of Value or Cost of Repair of Lost, Stolen or Damaged Property .....	168
Section 12.18 Duties of Employees.....	168
Section 12.19 Storage and Disposal of Property .....	168

Section 12.20 Development of Specific Procedures .....	169
Section 12.21 Approval of Specific Procedures .....	169
Section 12.22 Amendment of Specific Procedures .....	170
<b>ARTICLE XIII. FUND BALANCE POLICY IN ACCORDANCE WITH GASB NO. 54 .....</b>	<b>171</b>
Section 13.01 Purpose .....	171
Section 13.02 General Statement of Policy .....	171
Section 13.03 Definitions .....	171
Section 13.04 Classifying Fund Balance Amounts .....	172
Section 13.05 Minimum Fund Balance .....	172
Section 13.06 Order of Resource Use .....	172
Section 13.07 Committing Fund Balance .....	173
Section 13.08 Assigning Fund Balance .....	173
Section 13.09 Review .....	173
<b>ARTICLE XIV. ACCOUNTING PROCEDURES .....</b>	<b>173</b>
Section 14.01 General Accounting Policy .....	173
Section 14.02 Retention of Records .....	174
Section 14.03 Applicable Regulations .....	174
Section 14.04 Minimum General Standards .....	174
Section 14.05 Reconciliations .....	175
Section 14.06 Investment Policy Purpose .....	176
Section 14.07 School Bank Policies .....	177
Section 14.08 Transition Team/Hopi Board of Education Oversight .....	179
<b>ARTICLE XV. SCHOOL BOARD POLICIES .....</b>	<b>180</b>
Section 15.01 School Board Authority .....	180
Section 15.02 Oath of Office .....	180
Section 15.03 Bylaws .....	180
Section 15.04 Applicable Laws, Rules and Regulations .....	181
Section 15.05 Conduct of Meetings .....	181
Section 15.06 Code of Ethics .....	183
Section 15.07 Discipline of Members for Violation of Code of Ethics and/or School Policy .....	186
Section 15.08 Authorized Payments to Members .....	187
Section 15.09 School Board Members Loan and Use of Computers and MDS Electronic Information System .....	187
Section 15.10 Failure to Attend Any Three (3) Regular Meetings and/or Work Studies or Work Sessions in a Fiscal Year .....	188
Section 15.11 Recall of School Board Members .....	188
Section 15.12 Moencopi Day School Election Code .....	194
APPENDIX XV-A .....	198
<b>ARTICLE XVI. CONFIDENTIALITY OF STUDENT RECORDS .....</b>	<b>200</b>
Section 16.01 General Policy .....	200

Section 16.02 Confidentiality .....	200
Section 16.03 Definitions .....	200
Section 16.04 Rights of Parents or Eligible Students .....	201
Section 16.05 Fees .....	202
Section 16.06 Directory Information .....	203
Section 16.07 Access to Student Records by Persons Other Than Parents or Eligible Students Only By Consent .....	203
Section 16.08 Release of Records Where No Consent is required .....	204
Section 16.09 Conditions Relative to Special Education Student Records Only .....	205
Section 16.10 Records of Access Requests .....	206
Section 16.11 Destruction of Student Records .....	206
Section 16.12 Notice to be placed on Records Released .....	206
Section 16.13 Standards for Creation of Student Records .....	207
Section 16.14 Secure Maintenance of Records .....	207
Section 16.15 Standards of Conduct for Authorized Employees .....	208
APPENDIX XVI-A .....	209
APPENDIX XVI-B .....	211
APPENDIX XVI-C .....	212
APPENDIX XVI-D .....	213
<b>ARTICLE XVII. FIELD TRIPS .....</b>	<b>214</b>
Section 17.01 General .....	214
Section 17.02 Documents Necessary for Field Trip Approval .....	214
Section 17.03 Documents Necessary Prior to Commencement of the Field Trip .....	215
Section 17.04 Requirements .....	215
Section 17.05 Duties of Field Trip Sponsor .....	215
Section 17.06 Duties of Professional and Paraprofessional Staff and Chaperones and Other Staff Persons Providing Services during a Field Trip .....	216
Section 17.07 Conduct of Field Trip .....	217
Section 17.08 Return of Students from a Field Trip .....	217
Section 17.09 Day Field Trips .....	217
Section 17.10 Extended Field Trips .....	217
Section 17.11 In-School Provisions .....	218
<b>ARTICLE XVIII. TRANSPORTATION POLICIES .....</b>	<b>219</b>
Section 18.01 General .....	219
Section 18.02 Definitions .....	219
Section 18.03 Licensing and Certification .....	219
Section 18.04 Vehicle and Operator Insurance .....	220
Section 18.05 Vehicle Operation and Use .....	220
Section 18.06 Transportation Involving Students .....	221

Section 18.07 Vehicle Repairs While Engaged in Transportation .....	223
Section 18.08 Accidents Involving Property Damage or Personal Injury.....	223
Section 18.09 Specific Implementing Procedures .....	223
Section 18.10 Bus Driver and Operation Policy .....	224
Section 18.11 Vehicle Use Policy .....	226
APPENDIX XVIII-A .....	229
APPENDIX XVIII-B.....	236
<b>ARTICLE XIX COMMUNITY/PUBLIC RELATIONS .....</b>	<b>237</b>
Section 19.01 Records Requests.....	237
Section 19.02 Community and Parent Involvement in Community School .....	237
Section 19.03 Public Concerns and Complaints .....	238
Section 19.04 Communicating With and Informing the Public .....	240
Section 19.05 Media Relations .....	240
Section 19.06 Public Conduct on School Property .....	240
Section 19.07 General School Community Relations.....	240
<b>Appendix XIX-A.....</b>	<b>242</b>
<b>Appendix XIX-B.....</b>	<b>243</b>
<b>Appendix XIX-C.....</b>	<b>244</b>
<b>ARTICLE XX POLICIES REGARDING THE ACQUISITION AND ADMINISTRATION OF FEDERAL GRANTS .....</b>	<b>245</b>
Section 20.01 General Policy Statement.....	245
Section 20.02 School Procurement Standards and Ethics.....	245
Section 20.03 Adoption as Policy of Training, Guidelines and Procedures .....	247
Section 20.04 Compliance with the Davis-Bacon Act.....	254
Section 20.05 Equal Employment Opportunity .....	254
Section 20.06 Employees' Duty to know and acknowledge the School's Conflict of Interest Policies .....	255
Appendix XX-A .....	256
<b>ARTICLE XXI FOOD SERVICE.....</b>	<b>257</b>
Section 21.01 Purpose. ....	257
Section 21.02 Food Requests.....	257
Section 21.03 Food Procurement .....	257
Section 21.04 Conduct in Food Service Area .....	257
Section 21.05 Unauthorized Persons. ....	258
<b>ARTICLE XXII FAMILY TEACHER ORGANIZATION POLICIES.....</b>	<b>258</b>
Section 22.01 Mission Statement. ....	258
Section 22.02 FTO Additional Mission Statement. ....	258
Section 22.03 Understanding Roles of Different Groups at MDS.....	258
Section 22.04 Membership .....	260
Section 22.05 Officers .....	261
Section 22.06 Functions .....	263



Section 22.07 Amendments ..... 263

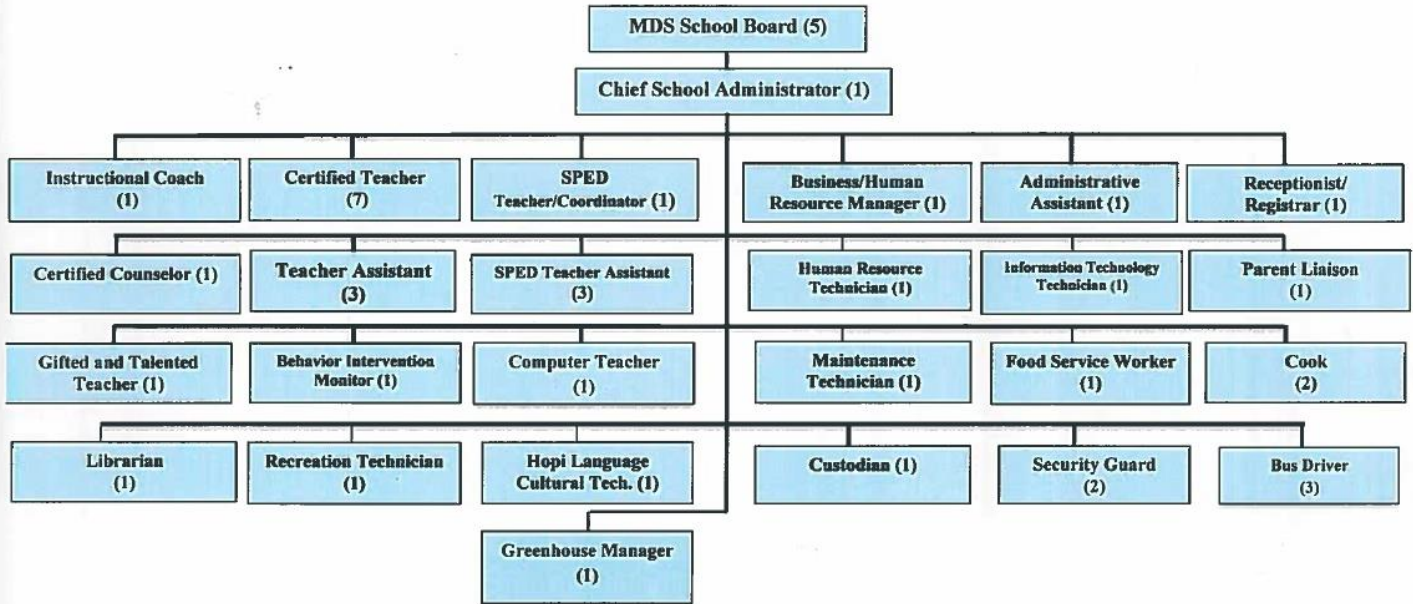
# ARTICLE I. INTRODUCTION

## Section 1.01 School Organizational Chart SY 2020-21



Moencopi Day School  
Organizational Chart  
2020-2021

### ARTICLE I. INTRODUCTION Section 1.01 School Organization Chart



*Norma J. Sakiestewa*

Norma J. Sakiestewa, School Board President

*June 30, 2020*  
Date

Amended and Approved on June 30, 2020

## **Section 1.02 Organization Description**

### **A. Mission Statement:**

Moencopi Day School is accountable for providing every child the opportunity to establish character, attitudes, and values in order to attain higher learning and advance in a culturally diverse society.

### **B. Beliefs. The School believes that:**

1. Student learning is the chief priority for the school.
2. All students can learn.
3. Students need not only demonstrate their understanding of essential knowledge and skills, but also need to be actively involved in solving problems and thinking creatively.
4. Students learn in different ways and should be provided with a variety of instructional approaches to support their learning.
5. Each student is valued as an individual with unique physical, social, emotional and intellectual needs.
6. A student's self-esteem is enhanced by positive relationships and mutual respect between students and staff.
7. The development of leadership skills is vital for students to become active and successful community members.

### **C. Services Provided.**

The School provides educational services for K-6 grade students in the community.

### **D. History of Moencopi Day School.**

E. Organizational Structure. The local Communities elect representatives to serve on the Board. The Board provides the underlying policy and leadership to the School by instituting operating and management policies. The administration and staff provide the technical expertise and are responsible for the day-to-day operation of the School.

The Board employs a Chief School Administrator (hereinafter CSA) who directs and manages the day-to-day operations of the School. The Board also employs managerial, professional and operating staff to assist the CSA or designee to carry out the goals and objectives of the School.

# **Moencopi Day School**

**Norma J. Sakiestewa, President**  
**Doris Honanie, Vice President**  
**Justin Hongeva, Member**  
**Gina Chimerica, Member**

## **Section 1.03 Enactment and Amendment**

The Moencopi Day School Policies and Procedures Manual (hereinafter “Manual”) shall be effective only upon its adoption as the official policy of the Board and shall be distributed to Board members and made available to all employees. All employees are expected to follow the policies and procedures in this Manual and any amendments thereto as soon as they become effective. Duly enacted amendments will replace former policies and procedures and the new amendments, at the time they are enacted, will be considered as part of the employee’s employment contract with the School.

The CSA or designee, or other staff, as directed by the Board, shall review proposed amendments and as necessary, shall obtain a legal opinion from legal counsel to the Board regarding said proposed amendments.

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

An amendment to the Manual adopted by the Board shall become effective immediately upon the Board enacting an amendment. Copies of the amendments will be thereafter distributed to all staff members and shall be posted at the School to notify all employees and the general public of the policy change.

In construing the provisions of this Manual, all references to the “School” shall mean Moencopi Day School, and all references to the “Board” shall mean the duly elected and qualified Moencopi Day School Board.

#### Section 1.04 Jurisdiction

Any legal matters and employment agreements shall be determined according to and in accordance with the laws of the Hopi, and the Hopi Courts shall have sole jurisdiction over any such disputes. Any employee aggrieved must exhaust the administrative remedies provided in the Manual prior to seeking any relief in Hopi Court.

Section 1.05 Employee Acknowledgment Form

The Policy Manual contains important information about the School. I understand that I should consult the CSA or designee regarding any questions not answered in the Manual.

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

Furthermore, I acknowledge that this Manual, and revisions to it, are part of my contract of employment with the School. ***I understand that it is my responsibility to read and comply with the policies contained in this Manual and any revisions made to it.***

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEE'S NAME (TYPED OR PRINTED)

## ARTICLE II. PERSONNEL POLICIES

### **Section 2.01 Nature of Employment**

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

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

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

Specific duty assignments (i.e., grade level, subject matter area, etc.) shall be made based upon the needs of the School as those needs are determined by the CSA or designee. Should the needs of the School change, assignments may also change at the direction and discretion of the CSA or designee, to meet the School's needs. This provision applies to all positions including, but not limited to, teachers and/or teacher assistants.

### **Section 2.02 Employee Relations**

The School believes that the working conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area. If employees have concerns about working conditions or compensation, they are strongly encouraged to voice these concerns directly to the CSA or designee, through policies and the chain of command. We encourage all employees to resolve internal disputes within the School alleviating the need for outside interference.

### **Section 2.03 Equality of Employment Opportunities/Non-Discrimination/Hopi/Native American Preference**

The School is committed to a policy of non-discrimination relative to race, sex, age, religion, disability and national and/or ethnic backgrounds with the exception of the preference given to Native Americans under the Civil Rights Acts of 1964, and subsequent modifications. It is the policy of the School, in all employment decisions, to give preference

first to qualified Hopi persons, and secondly, to qualified Native Americans. Further, it is the policy of the School to provide for Native American employment whenever possible, consistent with the operation of a high quality educational program. Accordingly, the Board will undertake active recruitment efforts to locate qualified Native American applicants for all vacancies. Similarly, active efforts will be undertaken to notify Native American employees of opportunities for promotion and training. However, notwithstanding the foregoing, the School shall be free to select the best qualified individual for any given position.

With the above-noted qualifications, the School is an equal opportunity employer and complies with employment requirements of the Hopi and the United States government.

#### **Section 2.04 Immigration Law Compliance**

The School is committed to employing only individuals who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the School within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the CSA or designee. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

#### **Section 2.05 Employee Medical Examinations**

The School may require an employee to undergo a medical examination at any time that the School questions the employee's ability to perform their assigned duties, or questions whether the employee may be a threat to the health or safety of the employee or others.

#### **Section 2.06 Anti-Nepotism**

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



Relatives of persons employed by the School may be hired only if they will not be working directly for or supervising a relative. School employees cannot be transferred into such a reporting relationship. If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred or resign. If that decision is not made within 30 calendar days, the CSA or designee will decide who will be reassigned, transferred, or terminated.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

No person shall participate in the consideration of any application for employment or promotion which involves the possible selection of a relative (as that term is defined herein) of such person.

For the purposes of this policy, relatives are defined as immediate family members which includes; spouses, parents, children, brothers, and sisters. This policy also applies to individuals, and their relatives and children, who are not legally related but who reside with an employee or Board member. (For example, common law relationships, foster care guardianships, etc.)

See also Section 2.07, Conflicts of Interest.

## **Section 2.07 Conflicts of Interest**

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

Actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or a relative of that employee. For the purposes of this policy, a relative is person who is defined as a relative under the School's hiring policy (see Section 2.06 - Anti-Nepotism).

No person employed by MDS may be directly supervised by an immediate relative (see Section 2.06 – Anti-Nepotism). This policy will apply for summer or part-time work as well as for full-time employment.

A dependent of a Board member (a person for whom more than half of whose support is obtained from a Board member) cannot be hired by the School except upon consent of the Board. Neither a Board member or their spouse or person who lives with a Board member, as explained in Section 2.06, may be hired or retained by the School.

School business dealings with outside firms should not result in personal financial

gains for any employee or their relatives (see Section 2.06 - Anti-Nepotism). An employee who has, or whose relative has a substantial personal interest in any decision of the School, shall make known the interest in the official records of the School, and shall refrain from participating in or influencing the School's position on any matter as an employee in such a decision. Personal gain may result not only in cases where an employee or relative has a significant ownership of a firm with which the School does business but also when an employee or relative receives any kick-back, bribe, substantial gift, or special consideration as a result of any transaction or dealings involving the School. All transactions that can be interpreted to involve personal financial gain shall require specific Board approval.

Additionally, no employee of MDS shall accept gifts from any persons, group, or entity doing, or desiring to do, business with the School. The acceptance of any business related gratuity is specifically prohibited, except for widely distributed, advertising items of nominal value.

## Staff/Board Conflict of Interest Waiver Form

I, \_\_\_\_\_, do hereby indicate:

1. That I am presently an employee/Board Member of the Moencopi Day School;
2. That I (or my relative [s];

\_\_\_\_\_) have a substantial interest in the employment, contract, sale, purchase, or service to or decision by the Moencopi Day School MDS School Board as described below.

3. That I shall refrain from participating in any manner in my capacity as a Board Member or an employee of Moencopi Day School in such employment contract, sale, purchase, service to, or decision by the MDS School Board unless specifically permitted to do so by law.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## Section 2.08 Filling Vacancies

A. Determination. Prior to filling any vacancy, the Business/Human Resources Manager shall certify, in writing, to the CSA or designee that funds are available for the vacancy. The Board, in consultation with the CSA or designee, shall determine whether or not any vacancy should be filled and the timeline for filling said vacancy.

B. Reassignment. The CSA or designee is authorized to make in-house reassignments based upon an employee request or for administrative convenience. Reassignment is not, shall not be used as and shall not be considered adverse or disciplinary action. Reassignment does not require compliance with other provisions in this Manual.

C. Consultants/Trainers. The CSA or designee shall, with the approval of the Board, have authority to hire consultants and/or trainers in accordance with the procurement policy. Consultants or trainers shall receive no benefits. Consultants or trainers shall be evaluated and selected by the CSA or designee without regard to other provisions of this chapter; however, this procedure will not be used to circumvent regular hiring practices.

## Section 2.09 Pre-Selection Procedure

When a vacancy occurs, or a new position is authorized by the Board, the CSA or designee shall take the following steps:

- A. Obtain or develop a Position Description which has been approved by the Board for use in the advertising and hiring procedure for that position.
- B. Establish opening and closing dates for submission of resumes/applications and a timeline for the hiring procedure (i.e., interviews, reports, etc.).
- C. Identify and consider in-house employees qualified for promotional opportunity in the event of any job openings.
- D. Identify any qualified, former employees whose employment with the School was terminated due to a reduction in force. Reinstatement of such employees may occur only within the contract year in which the lay-off or reduction in force occurred.
- E. Post vacancy notices in School buildings at locations designated for in-house announcement(s) for at least five (5) working days after the opening date for submission of resumes and applications.
- F. Advertise job vacancies outside and within the community, in Hopi Tribal employment offices, other areas in the community designated for such public notices, newspapers and other publications where appropriate. The advertising shall be done as widely as reasonably possible to attract qualified applicants, and specifically to attract Hopi/Native American applicants.
- G. Screen or examine applications on file and create a list of qualified

applicants,. Qualified applicants are those meeting the minimal requirements set forth in the Position Description and Manual. A record of all applications for each vacancy shall be kept for twelve (12) months from the date the position is filled, or if not filled, from the date of advertising.

- H. Interview applicants and make recommendations to the Board relative to hiring.
- I. Make contract offer(s) to selected applicant(s) when directed by the School Board.
- J. Orient new employees on the Manual, inform new employees of school procedures and benefits, etc.
- K. Perform fingerprinting and background checks as set forth below:
  - 1. All personnel employed by the School shall be fingerprinted as a condition of employment as required by P.L. 101-630. Employment with the School is contingent upon a successful result of the fingerprint check.
  - 2. Prospective employees shall certify in a sworn statement that they are not awaiting trial on and have never been convicted of or admitted in open court or pursuant to a plea agreement of committing any criminal offenses in this tribal, state, federal or any other jurisdiction as specified below:
    - a) Sexual abuse of a minor
    - b) Incest
    - c) First or second degree murder
    - d) Kidnapping
    - e) Arson
    - f) Sexual assault
    - g) Sexual exploitation of a minor
    - h) Felony offenses involving contributing to the delinquency of a minor
    - i) Commercial sexual exploitation of a minor
    - j) Felony offenses involving sale, distribution or transportation of, offer to sell, transport, or distribute or conspiracy to sell, transport or distribute marijuana or dangerous or narcotic drugs or controlled substances
    - k) Felony offenses involving the possession or use of marijuana, dangerous drugs or narcotic drugs or other controlled substances

- l) Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs or other controlled substances
  - m) Burglary in the first degree
  - n) Burglary in the second or third degree
  - o) Aggravated or armed robbery
  - p) Robbery
  - q) A dangerous crime against children as defined in A.R.S. § 13-604.01
  - r) Child abuse
  - s) Sexual conduct with a minor
  - t) Molestation of a child
  - u) Voluntary manslaughter
  - v) Aggravated assault
  - w) Assault
  - x) Exploitation of minors, involving drug offenses
  - y) Battery
3. Before offering employment to a candidate, make documented, good faith efforts to contact previous employers to obtain information which may be relevant to a person's fitness for employment. See Appendix A, Background Check Form for Applicants.
  4. Fingerprinting maybe required for volunteers.
  5. The School may refuse to hire or may review or terminate any person who has been convicted of or admitted committing any of the crimes listed above or a similar offense in another jurisdiction.
  6. This section does not require pupils who are also employed by the School to be fingerprinted.
- L. Ensure that all new employees obtain a Standard First-Aid certificate within the employee's initial thirty (30) days of employment. Each employee shall apply for recertification every third year or prior to expiration date of certificate.
  - M. Ensure that new employees obtain a CPR certificate within the employee's initial 30 days of employment. Each employee shall apply for recertification annually.

## Section 2.10 Applications for Employment

Any individual desiring to be considered for a job vacancy must submit a timely application and/or resume to the Administrative Assistant. Unsolicited applications will not be accepted. Applications will be discarded at the end of a twelve (12) month period following the selection and appointment of an applicant or from the date the position was advertised if it is not filled.

## Section 2.11 Interview Committee

An Interview Committee shall be appointed for all professional position vacancies and other position vacancies when specifically instructed to do so by the Board. The Interview Committee shall be appointed by the CSA or designee and shall be composed of no fewer than three (3) and not more than five (5) employees. The CSA or designee shall attempt to appoint committee members possessing knowledge, experience and familiarity with the position under consideration. It is not mandatory to have the precise committee members listed above; however, the above listing sets forth the general intent regarding the composition of an Interview Committee. The Interview Committee may include a Board Member at the Board's discretion.

## Section 2.12 CSA or designee's Recommendation

Upon receiving and reviewing the Interview Committee's recommendation, the CSA or designee may schedule additional interviews or request additional information. Upon completion of his/her review, the CSA or designee shall submit their recommendation to the Board.

## Section 2.13 Alternative to Interview Committee

In cases where an Interview Committee is not required by these policies or the Board, the CSA or designee will review applications, identify the most qualified applicants and interview applicants. The CSA or designee may schedule additional interviews or request additional information prior to submitting their recommendation to the Board.

## Section 2.14 Final Approval

A. CSA Interviews. The Board shall interview applicants for the CSA position.

B. Final Decision. All final employment decisions shall be made by the Board. Documentation of the interview process for all positions shall be maintained for five (5) years.

C. Notification of Selection. The CSA or designee shall notify the selected applicant and will negotiate any outstanding terms and conditions of employment and the reporting date with the selected applicant.

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

## **Section 2.15 Emergency Appointments**

A. Emergency Certification. When an emergency occurs requiring the immediate services of a person in a particular position, the CSA or designee may certify such position for restricted advertising and hiring as determined by the CSA or designee.

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

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

D. Final Decision. The CSA or designee shall submit his/her recommendation on hiring to the Board with the reasons therefor. The Board shall make the final hiring decision.

E. Maximum Appointment Period. No emergency hiring shall exceed ninety (90) calendar days. At the expiration of the ninety (90) day appointment, the contract will be terminated unless the employee has been duly appointed to that position after all employment procedures have been fulfilled.

F. Preference. Preference will not be given to persons filling emergency contracts unless all requirements have been documented and the employee has been certified eligible.

G. Pay. Where a current employee receives an emergency appointment under this section, rather than reassignment, the employee's pay will be adjusted to that of the new position. New emergency appointments are not eligible for holiday pay, sick leave, annual leave, personal leave, or health and life insurance. Emergency appointments are entitled to worker's compensation and overtime.



## Section 2.16 Substitute or Intermittent Professional Employees/Hiring

Substitute teachers and other professional functions may be provided by an annual intermittent contract, which provides for temporary employment as needed in the best interests of the School. Such contracts shall only be offered to qualified persons and shall provide for employment intermittently during the ensuing year as needed by the School. With Board approval, in those classrooms having a teacher assistant, said teacher assistant may be offered and accept employment as a substitute teacher during the absence of the classroom teacher. Short-term or intermittent professional employees, excepting those regularly employed as a teacher assistant, shall be selected and employed as follows:

1. There shall be advertised in and about the communities directly served by the School such intermittent contract positions as may become available during the ensuing school year.
2. All such applicants who are deemed qualified by the CSA or designee, to act as substitute teachers or in other intermittent professional functions, together with their applications and the recommendation of the CSA or designee, shall be submitted to the Board. The CSA or designee may, prior to submitting its recommendation, interview applicants.
3. Those persons thereafter approved by the Board as intermittent contract professionals shall be offered an annual contract to serve on an intermittent basis.
4. The CSA or designee may select substitute teachers, as needed, from those having executed an annual contract for intermittent services as a substitute teacher.
5. No intermittent contract professional so employed shall be entitled to any rights or benefits accorded to an employee by virtue of the Manual except as shall be required by law.
6. The CSA or designee may, without cause or notice, terminate the temporary employment of any such person and rescind the contract for intermittent services. Such decision shall, however, be reported to the Board at their next regular meeting and the cause, if any, may be reported to the Board in executive session.
7. In the event, as to any defined intermittent or short-term professional function or position, no applicant remains or is available in the employee pool for that position, the CSA or designee may hire a person qualified to perform the duties of that position without regard to the requirements herein contained.
8. Issuance of an intermittent contract shall not create a right to teach or work. Whether an intermittent employee is called to work and the amount of time an intermittent employee is allowed to work shall be at the discretion of the

CSA or designee.

## Section 2.17 Prerequisites to Beginning Work and Accruing Salary

Applicants for any long-term position, which shall be defined as employment for a term in excess of sixty (60) calendar days, shall be hired by the Board. No person shall begin the duties of employment unless and until hired by the Board. No person who has been hired by the Board shall begin to perform the duties of employment and no salary shall be earned unless and until the following has been accomplished by the employee and the CSA or designee.

1. The employee has been checked through the Business Office, has completed all applicable federal and state tax declarations and has executed all applicable salary payment and deduction agreements.
2. The Personnel Office has enrolled the employee in all proper employee benefit plans and has prepared and obtained all required signatures on a fully completed contract containing the term of the contract and the salary to be paid to the employee. Proof of all required certification shall be presented by the employee to the School at or before this time.
3. The Housing Officer and employee have completed a housing rental agreement, if necessary, for the employee.
4. The employee has been given the opportunity to read the Policy Manual and has signed the declaration to that effect pursuant to Section 1.05.
5. A properly completed original of the United States Immigration and Naturalization Form I-9, as required by law, has been properly executed with regard to the employee.
6. The CSA or designee has completed his/her duties set forth at Section 2.09 herein or has documented in writing timely steps toward completion and the date for completion.

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

### **Section 3.01 Employment Categories**

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

A. Exempt Employees are those executive, professional and administrative employees who are exempt from coverage of the School's overtime provisions. The School's exempt employees include, but are not limited to:

1. CSA or designee

2. Instructional Coach
3. Business/Human Resources Manager
4. Certified Teachers
5. Information Technology Technician

B. Non-exempt are those employees who are not exempt from coverage under the School's overtime provisions.

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

C. Year-long employees are those who are not in a temporary or probationary status and who are regularly scheduled to work a full-time schedule on a year-long basis. Generally, they are eligible for the School benefit package, subject to the terms, conditions, and limitations of each benefit program.

D. School-year employees are those who are not in a temporary or probationary status and who are regularly scheduled to work a full-time schedule during school year. Generally, they are eligible for the School benefit package, subject to the terms, conditions, and limitations of each benefit program.

E. Probationary Employees are those whose performance is being evaluated to determine whether further employment in a specific position or within the School is appropriate. There are two classifications of probationary employees: 1) newly hired, and 2) promoted and/or transferred. Newly hired probationary employees are those employees who were not employed by the School immediately before their hire for the subject position or whose contract was terminated or non-renewed before their hire by the School for the subject position. Promoted/transferred employees are employees who were employed by the School at the time they were promoted or transferred to the subject position.

F. Temporary employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category may not exceed 90 total days per fiscal year. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally-mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all other benefit programs.

A temporary employee is considered an Employee-at-Will and may be terminated at any time by the Board with or without cause. An Employee-at-Will is not entitled to grieve their termination or any other matter through either the grievance procedures or appeal procedures. The decision of the Board is final.

G. Part Time employees are employees hired for the school or full year who work less than 40 hours per week or less than the full time number of hours established for a

position if such number of hours is specifically set by these policies. Benefits for such employees are determined by their individual contracts with the School not these policies. If no benefits are given in said contract then it is presumed that the employment is without benefits or is limited to those benefits specifically set forth in their contract. Part time employees are not “eligible employees” as defined in Article V Section 5.01 herein. Prior to any non-employee providing services to the School, pursuant to a stipend or other arrangement, said person must complete the background check as set forth in Policy § 2.09 (K).

Part time employees are subject to rules and standards of conduct set forth in these policies and have the right to the grievance and appeals procedures set forth herein.

H. Student Teachers. Persons student teaching at the School under a recognized student teacher program are not employees of the School. Student teachers do not have the rights of employees under these policies, nor shall they be compensated for their student teaching activities. However, student teachers must adhere to the standards set forth for the staff in these policies. Any violation of said standards by the student teacher shall be grounds for the termination of the student teaching opportunity for that person at the School.

### **Section 3.02 Probationary Period**

- A. Newly hired employees and newly promoted and/or transferred employees who are holding a new position are probationary employees and shall be subject to a probationary period of thirty, sixty and ninety (30, (60) & (90) calendar days. This probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The School uses this period to evaluate employee capabilities, work habits, and overall performance.
  - 1. Progress reports at one-month intervals may be conducted by the CSA or designee.
  - 2. A Probationary period may be extended for one additional thirty (30) day period when recommended by the CSA or designee.
  - 3. When the CSA or designee fails to conduct a probationary period evaluation within the first (60) days of the ninety (90) day probationary period and takes no action, the CSA or designee shall convert the employee to regular status.
- B. Newly transferred and/or promoted employees are eligible to accrue and use general leave.
- C. A newly hired probationary employee is considered an employee-at-will and may be terminated at any time by the Board upon the CSA or designee’s recommendation, with or without cause. The determination to terminate a

newly hired probationary employee during the probationary employee status is solely within the discretion of the Board. An employee-at-will is not entitled to grieve his/her termination through either the grievance procedures or appeal procedures. The decision of the Board is final.

- D. When an employee has been promoted and/or transferred before completing the probationary period, he/she shall be required to serve another probationary period of ninety (90) contract days.
- E. When an employee has been promoted, but fails to successfully complete the probationary period, the employees shall be returned to their former position or an equivalent position. If such position is not available the employee may be terminated.
- F. Newly hired full-time employees who have completed a one (1) month orientation period will be eligible to participate in the health plan on the first of the month coincident with or next following sixty (60) days from the completion of their orientation period. All employees are subject to the one (1) month orientation period, regardless of their position with the School

### **Section 3.03 Employment Reference Checks**

To ensure that individuals who are employed by the School are well qualified and have a strong potential to be productive and successful, it is the policy of School to check the employment references of all applicants. See Section 2.09.K.3.

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

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

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

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

### **Section 3.05 Access to Personnel Files**

The School maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, employment contract, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of the School and access to the information they contain is restricted and confidential in accordance with federal and other applicable law. Wherever the law allows, the confidentiality of the information shall be maintained. Unless the law directs otherwise, only supervisory management personnel or members of the Board who have legitimate reason to review information in a file shall be allowed to do so. To the extent allowable by law, personnel files will not be considered public records. Personnel files shall be secured at all times.

An employee who wishes to review his/her own file, should contact the CSA or designee. With reasonable advance notice, an employee may review his/her own personnel file in the School's administrative office and in the presence of the CSA or designee. No documents may be altered, added to, or removed from the file during such review.

### **Section 3.06 Non-Disclosure**

The protection of confidential information is vital to the interests and the success of MDS. Such confidential information includes, but is not limited to, the following examples:

- Employee
- Compensation data
- Employee Medical file
- Students Records
- Pending projects and proposals

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

### **Section 3.07 Employment Applications**

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

## **Section 3.08 Performance Evaluation**

A. Policy. Performance evaluation is the continuing process of measuring employee's contribution to Moencopi Day School. The performance evaluation process: (1) provides the employee with the CSA or designee's assessment of areas of strengths and those needing improvement in the performance of assigned duties; (2) allows the employee and CSA or designee to plan professional development activities; and (3) provides the CSA or designee with a formal process for feedback to and from employees. Performance evaluation will be the supporting data used for individual personnel decisions such as promotions, demotions, incentive awards and other recognition. It will also be used to plan group training, organizational restructuring and work force expansion. Increases in compensation are not automatic and will be based in part on performance.

B. Evaluation. Each employee will be evaluated. First and second year teachers will be observed/evaluated two times per school year. All teachers who have been teaching three years or more will be formally observed/evaluated once per year. If problems are observed, additional observations may be required. The CSA or designee will use an evaluation checklist to document all formal observations.

Teacher Assistants will be formally evaluated at least once per school year by the CSA or designee and others as may be appropriate.

C. Evaluation of Non-Teaching and Administrative Personnel. The evaluation of Non-teaching and Administrative Personnel shall be accomplished once a year by the CSA or designee. The CSA or designee shall regularly observe the performance of all employees under his/her supervision. Once every year, the CSA or designee shall complete a written evaluation of each employee on a standard form. In the event where problem areas are observed during the observation then additional observations will be required. An accurate and completed copy of the evaluation, dated and signed by the CSA or designee, shall be delivered to the employee. The evaluation shall be signed and dated by the employee acknowledging receipt.

D. Performance Standards. Performance standards will be based upon the principle job elements set forth in the written Position Description and, where possible, written in measurable objective statements. The CSA or designee will meet with staff within thirty (30) days of the beginning of each school year to review performance standards. New employees will review the performance standards with the CSA or designee within the first two (2) weeks of employment.

E. Deficiencies. A formal performance evaluation will be conducted when the CSA or designee notes unsatisfactory work performance. Performance Improvement Plan will be created that will include specific actions needed to be performed by the employee, along with a timeline within which improvement should be noted.

F. Administration. The CSA or designee will provide supervisors with



performance evaluation forms for each employee in their areas of responsibility. Copies of the performance evaluation will be filed in each employee's official personnel file.

G. CSA. The Board is responsible for conducting annual evaluations for the CSA at its February Board meeting. The CSA is responsible for timely scheduling the evaluation and providing notice to the Board at its January meeting. The evaluation shall be based upon criteria taken from the job description. All evaluations will be discussed with the CSA in an executive session of a duly called meeting. The CSA will be given a copy of the written evaluation.

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

### **Section 3.09 Position Descriptions**

All employee positions shall have a Position Description. The CSA or designee shall use Position Descriptions to orient new employees regarding their duties and responsibilities. The CSA or designee shall use Position Descriptions and these policies as the basis for evaluating the performance of an employee.

Preparation of Position Descriptions shall be the responsibility of the CSA or designee, who shall consult with departments and the CSA or designee in developing said descriptions. All Position Descriptions shall be approved by the Board prior to use.

### **Section 3.10 Contract Renewal/Non-Renewal**

Renewal or nonrenewal of employee's employment with the School will be decided during the last quarter of an employee's current contract year; or if the employee's contract expires without a decision or action, the employee's employment with the School will be deemed to have been renewed under the same terms and conditions as the prior school year. A nonrenewal of an employment contract is not "adverse action."

The School does not recognize any tenure rights or rights to continued employment of any employee beyond the term of employment identified in an employee's current year contract. Because nonrenewal is neither a disciplinary action nor adverse action under Hopi law, the decision to non-renew the employment of an employee by the School is final and not subject to an appeal or grievance.

As required by the Hopi Education Code, the Board will provide written notification to all contracted employees of the reason(s) based on statements of fact for any non-renewal determination of employee's contract. The reasons stated for non-renewal shall not be a basis for any appeal, claim, grievance, review, action, or cause for liability against the

School. Reasons based on statements of fact may be, but are not required to be, fulfilled by attaching and incorporating by reference prior disciplinary action, prior evaluations, or other documents or actions. Reasons based on statements of fact may include, but shall not be limited to, one or more of the following: unprofessional conduct, failure to follow the directives, disrespectful behavior and insubordination, failure to work cooperatively with your supervisors, failure to work effectively with your supervisors and staff, failure to follow chain of command, violations of School policies, failure to follow staff handbook, failure to follow standards of conduct, failure to follow corrective actions, failure to maintain an appropriate professional relationship with students, excessive absenteeism, lack of funding, reorganization or lack of work.

**Probationary Employees:** If the employee has not completed his/her probationary period under the old contract, then the probationary period will be continued into the new contract term if a new contract is offered. The offering of a contract renewal to a probationary employee is not considered a satisfactory completion of the probationary period. The probationary period shall continue for the mandatory ninety (90) calendar days or greater if the period is extended.

**Temporary Employees:** Since temporary employees are not hired for any specific contract term, the contract renewal provisions described herein do not apply to temporary employees. As previously stated, temporary employees have no right to continued employment, can be terminated at the sole discretion of employer, and have no right to appeal their termination or contract renewal or nonrenewal.

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

### **Section 4.01 Regular Hours of Work**

The office will be staffed from 7:30 a.m. to 5:00 p.m. based on flexible scheduling by the office staff. Academic staff's regular hours of work are from 7:30 a.m. to 4:00 p.m. Monday through Friday and may be altered depending on the needs of the school. The facility management staff work assigned staggered shifts. Kitchen staff regular hours of work are from 6:00 a.m. to 2:30 p.m.

At times, circumstances will require schedules for employees to vary throughout the School. Also, different terms and conditions apply to exempt and non-exempt employees under the Fair Labor Standards Act ("FLSA"). See Section 3.01. This is particularly important relative to overtime eligibility. See Sections 3.01, 4.11 and 4.16. Supervisors will advise employees of their individual work schedules and any variations in such schedules. As stated, staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day of the week. Staff, however, may not work in excess of a straight twelve (12) hour shift. The CSA or designee is authorized to declare administrative leaves when the situation dictates.

## **Section 4.02 Dress**

Employees are expected to be neat in appearance and dress in a manner consistent with an institution which serves the public. The impression made on students, visitors and co-workers must be of foremost consideration—examples of unacceptable dress include, but are not limited to, T-shirts, shorts or jeans with holes.

## **Section 4.03 Absences**

If an employee is unable to report for duty, that employee must notify the CSA or designee at least two hours prior to the beginning of work. Failure to do so may result in disciplinary action.

## **Section 4.04 Absence without Leave/Lateness**

An employee shall be deemed “absent without leave” when absent from work during scheduled duty time without prior notification to the School. This shall include absence due to lateness or due to leaving early or any other absence that is not specifically excused. Absence will not be excused unless the reason for absence conforms to specific policy on excused absences.

Employees are authorized to leave campus during lunch period, but are otherwise expected to be on campus during scheduled duty time unless off campus on school business.

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

All unauthorized and/or unreported absences will be considered Absence without Leave (AWOL), and a deduction of pay will be made. Such absences will be grounds for disciplinary action. Absence without Leave for three days within a calendar month will be deemed a resignation from employment.

## **Section 4.05 Outside Employment**

An employee may hold a job with another organization as long as the employee satisfactorily performs their job responsibilities with School and such employment does not constitute a conflict of interest. Employees should consider the impact that outside employment may have on their health and physical endurance. All employees will be judged by the same performance standards and will be subject to School scheduling demands, regardless of any existing outside work requirements.

If CSA or designee with Board approval determines that an employee's outside work interferes with the employee's performance or the ability of the employee to meet the requirements of School as they are stated or modified from time to time, the employee may

be required to terminate the outside employment if he or she wishes to remain employed by School.

Outside employment will present a conflict of interest if it has an actual or potential adverse impact on School.

#### **Section 4.06 Health Standards**

Good health of all persons associated with Moencopi Day School is important; therefore, the School will comply with all health standards and directives issued by or through the Indian Health Service and the Environmental Health Office of the Hopi Tribe.

#### **Section 4.07 Chain of Command**

All employees will follow the chain of command in accordance with the approved Organizational Chart of Moencopi Day School.

#### **Section 4.08 Training**

Each employee is encouraged to develop skills through on-duty and off-duty training. When funds are available, training will be provided by the School. Any school-year employee who receives training at School expense during the summer is expected to work for the School the following year. Any employee who chooses not to work at the School during the year following summer training shall reimburse the School for the cost of the training. Training paid by the School during the School year is exempt from this ruling.

I. In-Service Training. Workshops for school employees will be held as needed. The CSA or designee will be responsible for assessment of training.

J. Off-Site Training. All training which requires out-of-area travel and overnight stay will be subject to approval by the Board. A training request will be placed on Agenda at the next regular Board meeting after the request and a report from the Business/Human Resources Manager for funding availability have been submitted. BIA/BIE or other governmentally required trainings and/or meetings that have not provided sufficient notice shall be exempt from this section; however, travel for such trainings and/or meetings shall be placed on the agenda for ratification at the next Board meeting.

K. This policy also applies to School Board training and travel.

#### **Section 4.09 New Employee Orientation**

The Business/Human Resources Manager under the direction of the CSA or designee is responsible for giving to each new employee basic information concerning

hours of work, wages, benefits, etc., along with the essential forms on or before the first day of work. Specific job expectations such as prescribed procedures for completing assignments, where to obtain supplies and other vital information will be given by the immediate supervisor or Administrative Assistant.

#### **Section 4.10 Administration**

The Business/Human Resources Manager will ensure that authorized employee development programs, including but not limited to, training and tuition reimbursement, are properly administered. The Administrative Assistant shall maintain records of all training conducted and ensure that a current record is maintained in each employee's personnel file.

#### **Section 4.11 Timekeeping**

Accurately recording time worked is the responsibility of every employee. Federal laws require the School to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is time actually spent on the job performing assigned duties.

Employees must accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They must also record the beginning and ending time of any split shift or departure from work for personal reasons.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment. Time cards shall be kept at the work site.

It is the employee's responsibility to sign their timecard and to certify the accuracy of all time recorded. Timecards should be turned in to the supervisor on the last day of their workweek before payday (i.e., if you work on Saturday before payday, complete your timecard and leave in the designated place for your supervisor before you leave, attach your completed timecard.) The supervisor will review and sign the timecard before submitting it for payroll processing. In addition, if corrections or modifications are made to the timecard, both the employee and the supervisor must verify the accuracy of the changes by initialing the timecard.

#### **Section 4.12 Paydays**

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

In the event that a regularly scheduled payday falls on a regular day off or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If payday falls during an inter-session, school year employees will be paid on the regular payday.

If an employee has direct deposit to their account, the Business/Human Resources Manager requires a 10-day advance notice to stop the direct deposit. No Cash Advances may be made.

### **Section 4.13 Pay Deductions and Setoffs**

The School offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to make bank deposits, 401k plans and other programs that accept payroll deductions.

Pay setoffs are pay deductions taken by the School usually to help pay off a debt or obligation to School (i.e., meals, rent, etc.)

If you have questions concerning why deductions were made from your paycheck or how they were calculated, the Business/Human Resources Manager will assist in having your questions answered.

### **Section 4.14 Telephone Policy**

During school hours, phones are for school use only. Except in an emergency, all telephones are restricted to official business calls. Personal phone calls may be made during break times. These calls are to be limited to 2-3 minutes and are to occur only occasionally and not on a daily basis. In cases of long distance calls, the school phone may not be used unless it is an emergency.

### **Section 4.15 Safety**

To provide a safe and healthy work environment for students, employees and visitors, the School has established a workplace safety program. This program is a top priority for the School. The CSA or designee has the responsibility for implementing, administering, monitoring, and evaluating the safety program; however, its success depends on the alertness and personal commitment of all. All staff have the responsibility of ensuring a safe workplace.

The School provides information to employees about work place safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board posting, memos, or other written communications.

Employees and supervisors shall receive periodic work place safety training. The training shall cover potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the work place are encouraged to raise them with the CSA or designee.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report in writing (or may use a Work Order) any unsafe condition to the CSA or designee. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately (within twenty-four (24) hours of the injury) notify the CSA or designee. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures

#### **Section 4.16 Rest and Meal Periods**

All school-year employees are allowed one meal period of 30 minutes in length each workday and all year-long employees are allowed one meal period of 60 minutes in length each workday. CSA or designee will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

School employees may be allowed to purchase and consume meals provided by the School.

#### **Section 4.17 Overtime**

MDS is informed that due to recent federal court decisions, it appears that the Fair Labor and Standards Act (FLSA) does not control MDS or like entities. Therefore, MDS disclaims any applicability of the FLSA and asserts its sovereign immunity from application of the FLSA to MDS. Notwithstanding the foregoing, MDS adopts the procedures and policies set forth in the FLSA relative to overtime. By disclaiming the applicability of the FLSA, MDS affirmatively states that it will not respond and is not required to respond to any federal claims or the jurisdiction of any federal court; however, it will respond in Hopi court to its decision to include similar overtime provisions via its own policies. MDS intends by this action to implement a more informal policy designed to ensure equity and fairness to its employees and the best interest of MDS students, staff and community. This more flexible system will be directed by the CSA or designee and shall not be bound by the formal FLSA requirements. It shall be the general direction of these policies to limit overtime to the degree possible, use flex time and compensatory time, in place of overtime and to operate the school in a manner that is fiscally responsible and at the same time fair to staff. The following requirements will be implemented consistent with this general policy statement.

**OVERTIME WORK FOR NON-EXEMPT EMPLOYEES MUST ALWAYS BE APPROVED BEFORE IT IS**

## PERFORMED.

- A. When operating requirements or other needs of the School cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime hours and will qualify for overtime as provided in this section. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. Exempt employees are not eligible for overtime or compensatory time. Exempt employees (including but not limited to supervisors and other positions listed at Section 3.01 herein) will not be paid overtime nor will they be given compensatory time except in *extreme* or *special* circumstances where such payment or credit is authorized by the CSA or designee prior to doing the work for which overtime or compensatory time is requested or granted.
- B. Overtime compensation is paid to all non-exempt employees similar to federal laws at the following rate(s): One and one-half times the employee's base straight-time rate for all hours actually WORKED over 40 hours in a work week.
- C. Overtime pay is based on actual hours worked. Time off for sick leave, annual leave, holidays, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.
- D. Failure to work scheduled overtime assigned by the CSA or designee may result in disciplinary action, up to and including possible termination of employment. All overtime must be approved in advance by the CSA or designee.
- E. Working overtime without appropriate prior authorization will be grounds for disciplinary action. In emergency circumstances, the CSA or designee may authorize overtime to resolve the emergency.
- F. Compensation Option – Overtime may be compensated by compensatory time off if there is a prior, voluntary (free of coercion or pressure, express overtime implied) agreement to that affect.
  - 1. Prior to working overtime the employee must agree to the type of compensation preferred either pay at time and one-half, or compensatory time off at time and one-half. An employer cannot require an employee to accept compensatory time in lieu of overtime pay; however an employer may give the overtime to another employee who has agreed to accept compensatory time. An employee cannot demand compensatory time in lieu of payment for overtime worked; it is at the discretion of the employer provided the agreement requirement is met.



2. Compensatory time off must be taken within a reasonable period, which will be determined by the CSA or designee, but not more than 30 days after it is earned.

Use of Accumulated Compensatory Time. The employee and the CSA or designee shall arrange compensatory time off. Supervisors shall properly account for compensatory leave earned and taken.

Reporting of Overtime and Compensatory Time. The Business/Human Resources Manager is responsible for analysis and control of all overtime and compensatory time and for the submission of such reports as may be required.

#### **Section 4.18 Emergency Closure/Evacuation**

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

When operations are officially closed due to emergency conditions, non-emergency personnel are not to report to duty without the prior consent of the CSA or designee. Non-emergency personnel that report to work without such authorization will not be paid for days on which the School is closed due to emergency conditions. The CSA or designee shall post a list of positions which are designated as “emergency personnel,” all other positions are designated non-emergency personnel.

The time off from scheduled work will be treated as administrative leave without pay. Employees in emergency operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.

#### **Section 4.19 Use of Equipment and Vehicles**

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

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

The improper, careless, negligent, destructive, or unsafe use or operation of

equipment or vehicles, as well as excessive or avoidable traffic violations, can result in disciplinary action, up to and including termination of employment.

Use of school equipment and vehicles shall be for official school use only. School equipment and vehicles shall only be used for the specific purpose for which it was checked out. No other use is permitted. School equipment and vehicles may not be loaned or used for personal use under any conditions. Use of school equipment and/or vehicles in violation of this policy shall be a ground for discipline up to and including termination. Further, the person to whom the equipment or vehicle was checked out shall pay any damage or expense arising from the misuse or use in violation of this policy.

No temporary employee may use a school vehicle without the written permission of the CSA or designee.

#### **Section 4.20 Business Travel Expenses**

School will compensate employees and Board Members for reasonable business travel expenses incurred while on assignments away from the normal work location.

All business travel must be approved in writing and in advance by the CSA or designee or the Business/Human Resources Manager.

Employees with approved travel plans should make all travel arrangements through the Administrative Assistant.

It is the School's policy to prepay all expenses. In the rare circumstance that expenses are not pre-paid, when approved, the actual costs, if reasonable, of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives for which original receipts are submitted will be reimbursed by the School unless a flat rate is accepted. Employees are expected to limit expenses to reasonable amounts.

Expenses that generally will be reimbursed include the following:

- ◆ Airfare or train fare for travel in coach or economy class.
- ◆ Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel.
- ◆ Taxi fares.
- ◆ Mileage costs for use of personal cars will be provided only under the following circumstances: (1) when less expensive transportation is not available; and (2) school provided transportation is not available. Mileage cost for use of personal cars will be reimbursed at the existing U.S. government published rate. All employees must obtain prior written approval from the CSA or designee for use of a personal car. Employees

with the same destination for school related travel should ride together whether in a school provided or personal car. The School will not pay multiple mileage requests for the same trip absent special circumstances and prior written approval by the CSA or designee of said multiple payments.

- ◆ Cost of standard accommodations in mid-priced hotels, motels, or similar lodgings if overnight travel is pre-authorized by the CSA or designee.
- ◆ The cost of meals will be reimbursed only under the following circumstances:
  - 1) The employee is on travel status away from their work station overnight;
  - 2) Receipts are submitted for reasonably priced meals; and
  - 3) If receipts are not submitted, reimbursement will not be provided.
- ◆ Charges for telephone calls, faxes, and similar services required for business purposes.

Any employee who is involved in an accident while traveling on business must promptly report the incident to the CSA or designee.

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

No spouse, dependents children or other unauthorized persons shall accompany those persons utilizing a MDS vehicle while on official business.

An employee may be required to take a Defensive Driving course.

Per Diem may be made to employees to cover reasonable anticipated expenses, after travel has been approved. Employees should submit an approved, travel authorization to the Business/Human Resources Manager when travel advances are needed.

When travel is completed, employees should submit completed travel expense reports with original receipts attached within five (5) days.

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

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

An employee shall reimburse the school for airfare, train, or non-refundable, registration fees, or motel reservations if the individual cancels a travel request.

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

All travel expenses shall be in compliance with the Federal Travel Regulations as set forth annually in the CFRs.

Exigencies occurring during School-sponsored travel and/or activities requiring a further expenditure of School funds shall be the responsibility of the traveler or travelers involved in the exigency. If the situation requires, School funds may be immediately expended, upon approval of the CSA or designee, as the exigencies may require, subject to reimbursement as may be determined appropriate by the school board on a case by case basis.

#### **Section 4.21 Credit Cards**

It is common for problems to arise over use of a school credit card. It is also becoming increasingly difficult to arrange travel accommodations, etc. without a school credit card. Therefore, the School has obtained a school credit card for strictly limited school authorized use. Because of the high potential for abuse of the school credit card, the use of school credit card will be strictly limited and any violations of this policy will be pursued to the fullest extent. The following rules apply to the school credit card:

- A. The school credit card shall remain in the physical possession of the CSA or designee and the Business/Human Resources Manager until checked out by an authorized user. The school credit card will only be checked out immediately prior to its use and shall be returned to the Business/Human Resources Manager the same day the user returns from a school authorized trip or otherwise has no further need of the card, whichever occurs first. If the user returns after business hours, the school credit card must be returned before 8:30 a.m. the next business day.
- B. Prior to checking out the school credit card, the user must have signed a form on file acknowledging the users understanding of the school credit card policy, agreeing to any penalties that may be imposed by its misuse and agreeing to pay back any unauthorized, excessive, or unacceptable charges on the card. Immediate and authorized deductions from paychecks, stipends, per diems, etc. to recover said amounts, is solely at the School's discretion.
- C. The school credit card may only be used by authorized school employees and board members for the following items:
  - 1. Hotel/Motel rooms not otherwise reserved and/or paid for while on official authorized School business. As with travel in general, the rooms charged should be as economical as possible. Renting special rooms or higher priced rooms when others are available shall be grounds for the School's rejection of said charges and said charges being assessed against the user.

2. Meals not otherwise provided for. Charging meals against the school credit card should again be the exception rather than the rule. Most travel should be pre-arranged and cash advances used to avoid use of the credit card. Again, only reasonable priced meals for School employees or Board members may be charged on the school credit card. Excessive charges or charges for persons other than school employees or board members will be rejected by the School and assessed against the user, and subject the user to disciplinary action.
  3. The school credit card may never be used to pay charges covered by cash advances. This is a form of credit card abuse and will not be tolerated by the School. Any such duplicate charges for items which should have been covered by cash advances, will result in those charges being assessed against the user and shall be grounds for disciplinary action up to and including termination.
  4. Gasoline purchases for school vehicles only. The gasoline credit card will be used to purchase gasoline for School vehicles only when on travel for the School and authorized by the School. When using a private vehicle for School travel, the gasoline credit card may not be used for the purchase of gasoline, repairs or other mechanical necessities.
  5. The school credit card will not be used for telephone calls, purchase of personal items, gifts or any other thing except as set forth above. The school credit card may not be used for the purchase of any School goods except by the Business/Human Resources Manager and the CSA or designee and only when other forms of payment are not acceptable.
  6. A general rule of use is that the school credit card may only be used when no other form of payment is possible.
- D. This policy applies to all employees and board members. To reiterate, misuse of the school credit card and/or violation of this policy will result in disciplinary action against employees and recommendations for disciplinary action against Board members and possible reporting of ethics violations.

All users must acknowledge the limited use of the school and gasoline credit cards, the policies regarding use of the school and gasoline credit cards, and agree they will reimburse the School for any misuse and/or violation of these policies and further authorize the School to deduct any amounts to be reimbursed pursuant to this policy, for any amounts, the School may owe the user, whether it be payroll, stipends or any source. See Appendix IV A - School Credit Card Acknowledgement and Authorization Form.

## **Section 4.22 Attendance and Punctuality**

To maintain a safe and productive work environment, the School expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the School. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify the CSA or designee as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment. (See Section 4.11, Timekeeping.)

## **Section 4.23 Control and Return of Property**

Employees are responsible for all School property, including but not limited to, computers, printers, and all other electronic devices, software, computer-generated materials, other materials or written information issued to them or in their possession or control. Employees must return all School property immediately upon request or upon termination of employment. The Business/Human Resources Manager will determine the value of the unreturned or damaged property.

Any and all information generated by, stored on, or contained in any School computer is or becomes the property of the School and may not be damaged, removed or copied and removed from the School.

Any materials, designs, plans, data, writings, drawings, or other information, from whatever source, electronic or written, done by an employee for and on behalf of the School, shall remain the property of the School. The School shall own and control all copyrights that may attach to such electronic or written information. Said property of the School shall not be given to an outside firm or individual except with appropriate authorization or upon an appropriate request under applicable law. Any unauthorized transfer, use, or disclosure of information will constitute unacceptable conduct.

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

School staff and community members may not use School equipment for personal use. No School property may be taken off campus.

## **Section 4.24 Keys Policy**

Keys to classrooms and other school buildings will be issued at the beginning of the School year and must be returned at the end of the School year, or upon the termination of employment with the School. Each employee shall be held strictly accountable for the key(s) issued to him/her. Should any key(s) be lost or misplaced, it will be immediately

reported to the employee's immediate supervisor.

A \$50.00 charge will be assessed for each key to cover the cost of replacement of the key and changing of the lock(s). Should a Grand Key (i.e. master key) be lost or misplaced, the person assigned the key shall be held responsible for the cost of replacing all of the locks that could be opened by the key in the amount of \$250.00.

#### **Section 4.25 Security Inspections**

The School wishes to maintain a work environment that is free of controlled substances, alcohol, firearms, explosives, or other improper materials. To this end, the School prohibits the possession, transfer, sale, or use of such materials on its premises. The School requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of the School. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the School at any time, either with or without prior notice.

#### **Section 4.26 Monthly Departmental Reports**

Each department shall submit written reports to the CSA or designee on a quarterly basis on his/her department or program's progress during the last month. Since Board meetings are scheduled for the first Wednesday of the month, all reports shall be due to the Administrative Assistant by close of business on the Friday before the Board meeting. All reports must be on time so that the CSA or designee may finalize the School's report deadline for submission to the Board. Any report submitted late or not submitted will be reflected in the department head's personnel file.

#### **Section 4.27 General Staff Meeting**

A general staff meeting shall be held every month.

#### **Section 4.28 Social Media Policy**

##### **A. Definition**

Social media includes all means of communicating or posting information or content of any sort the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with School as well as any other form of electronic communication including the use of cell phones, Smartphones, computers, laptops, eTablets, and all types of similar or future devices.

##### **B. Application**

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

#### C. General policy

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

The lines between public and private, personal and professional are blurred in the digital world. Even when you have a disclaimer or use a different user name, you will always be considered to be a School employee and will be held responsible as such under this policy. Do not denigrate or insult other including students, staff, administration, board members, government, parents, governmental officials, other such persons or other Schools. Do not use ethnic slurs, innuendos, obscenities, violent terminology or any other inappropriate content. Do not post inappropriate photos or other communication that may violate the Family Educational Right to Privacy act (FERPA), other School policies, community norms, decency norms, or contain material related to drugs or alcohol, or sexually or otherwise inappropriate materials. In your communications, represent the School, students and parents you serve in the best light. Respect the privacy and feelings of others. Under no circumstances should offensive comments be made about students, staff, including administrators, board, or the School in general. In addition to this policy, any such negative comments as noted above may also constitute cyber-bullying or other forms of discrimination or harassment under School policy and be grounds for disciplinary action under those policies. Refrain from commenting on or forwarding unsupported information and rumors. Do not post photos or movies of fellow employees, School activities, or students without the permission of the employees and parents of students.

#### D. Staff-Student Relations

Employees are prohibited from establishing personal relationships with students that are unprofessional and thereby inappropriate. Examples of unprofessional relationships include, but are not limited to: employees fraternizing or communicating with students as if employees and students were peers such as writing personal letters or e-mails; "texting" students; calling students on cell phones or allowing students to make personal calls to them unrelated to homework or class work; sending inappropriate pictures to students; discussing or revealing to students personal matters about their private lives or inviting student to do



the same (other than professional counseling by a school counselor); and engaging in sexualized dialogue, whether in person, by phone, via the Internet, or in writing. Employees shall now allow a “friend” relationship under Facebook with a student or any other such similar one-on-one electronic or digital relationship. Employees who post information on Facebook, My Space or similar web sites that include inappropriate personal information such as, but not limited to: provocative photographs, sexually explicit messages, use of alcohol, drugs or anything students are prohibited from doing, or which would be inappropriate for an employee of the school, must understand that if students, parents or employees obtain access to such information and if found to: disrupt School operations or programs; damage the School’ reputation in the community; cause a reasonable reaction that has a negative impact on the School’s operation, their case will be investigated by the School officials, and if warranted will be disciplined up to and including termination, depending upon the severity of the offense. Additionally, certified personnel, depending upon the severity of the offense, may have their case forwarded to the appropriate state department for review and possible further sanctions. The Chief School Administrator or designees reserve the right to periodically conduct Internet searches to determine if employees have posted inappropriate materials online. If in appropriate use of computers and web sites is discovered, the Chief School Administrator or designees will download the offensive material and promptly take appropriate disciplinary action, up to and including termination of employment.

#### E. Specific Social Media/Social Networking Policies

1. Use of Social Media or Social Networking during Work Time  
Unless you have been given express permission to utilize social media or social networking sites for the purposes of the School or education, your use of any social media or social networking from workplace computers at any time is disallowed by this policy.
2. Social Networking on Personal Devices (Examples: cell phones, pda’s, tablets, pc’s)  
Unless otherwise expressly allowed, there will be no communication through social media or social networking activity from personal devices during work time. When employees are on work breaks and lunch, activity is allowed only from devices which *do not use* this organizations’ network. During these times, it is especially important to adhere to the remainder of this policy for an understanding of potential consequences of posting information about our School its programs, clubs, students, parents, faculty, school board and volunteers and to further ensure such use is strictly limited and does not go beyond lunch time or break time.
3. Under no circumstances should offensive comments be made about students or colleagues (including administrators) nor the School in general. Do not comment on or forward unsupported information and rumors. Negative

comments about people could also amount to cyber-bullying and could be deemed a disciplinary offense.

Your posts and comments should help build and support School community. Always think through any negative consequences before you share school related matters.

There is no “un-send” button on our devices.

4. The Media

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

5. Use of School Name or Logo

You may not promote or sell any product or service online or off which would represent the School or bear the School motto, mascot or logo without specific written permission of the Chief School Administrator and Board of the School.

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

## **Section 4.29 Family/Personal Matters/Gossip**

While on duty, employees are expected to be professional and courteous with all other employees and students. Employees shall not gossip or carry malicious rumors about students, staff, or community members. Employees shall not interject family matters into relationships with fellow employees. Employees shall leave family problems at home. Violation of this section could subject the Employee to discipline up to termination.

## **Section 4.30 Political Activities**

The School respects each person’s right to participate in political activities and encourages its employees to participate in the political process. However, School employees shall not take an active part or engage in any political campaign activity while on official duty. The foregoing prohibition shall include the wearing of campaign buttons or other political campaign items while on official duty. Further:

- A. An employee shall not neglect his/her assigned duties and responsibilities because of permitted political activity.
- B. An employee may participate in any campaign and election so long as such participation does not interfere with his/her School duties and

responsibilities.

- C. An employee shall not use the property, supplies and equipment of the School in performing political activities.
- D. With the approval of the Board, an employee may participate in any nonpartisan campaign or effort that promotes Native American education or protects the continuation of educational services to the students served by the School.
- E. An employee shall not appear to represent the School without prior written authority of the Board.
- F. An employee shall not participate in controversial issues outside the School campus in a manner that may reasonably be interpreted to be representative of the School or its position or in a manner that hinders the operation of the School.

#### **Section 4.31 Stipends**

Employees and those assisting as part-time Employees, who have a written request and approval by the CSA or designee and school board to sponsor school activities such as: Club or sports may be paid a stipend set out in an addendum contract for each activity sponsored. Amount of the stipend will be determined by the CSA or designee and approved by the School Board.

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

- A. Stipends may be paid to any staff who performs additional activities outside his/her regular tour of duty, which provide services to students or otherwise support the school's academic or social programs. Stipends may not be paid for these activities or services if they are carried out during the regular working hour, in this instance stipends will be prorated. (Staff must submit approved logs/records to receive any prorated amounts).
- B. Those who are to receive a stipend shall be paid in a lump sum in the pay period following the completion of the activity:
- C. Stipends must be established and approved by the CSA or designee in advance of the activity. All those who are to receive a stipend must sign a contract.

A non-employee may receive a stipend for certain services provided to the School. Any such stipend or arrangement is subject to all school policies, including but not limited

to the policy on stipends. Prior to any non-employee engaging in work pursuant to a stipend or other arrangement, said person must complete and pass a background clearance pursuant to Policy § 2.09 (K).

Based upon the needs of the School, the CSA or designee may initiate a stipend to satisfy immediate needs subject to the approval by the board at the next regularly scheduled board meeting.

### **Section 4.32 Personal Property**

If a staff person brings personal property to the School or onto the campus, they do so at their own risk. If a staff person uses personal property in performing their duties at the School, they also do so at their own risk. The School will not be responsible for or pay for any loss of or damage to a staff person's personal property or for any liability arising from the use or possession of such property.

### **Section 4.33 Staff Use of Portable Electronic Devices in School**

Staff may possess and use Portable Electronic Devices (PED's), including but not limited to cellular telephones, MP3 and similar music players, radios, Walkman's, CD players, tape recorders and players, scanners, wireless e-mail devices, cameras, etc., subject to limitations of this and other policies of the District under the following conditions and guidelines:

1. The basic purpose to be served by this policy is that employees refrain from all use of PED's during the work day and during their performance of their professional duties in order to maintain the focus on the students and their employment responsibilities. This policy expects the common sense action of all employees to accomplish the above purpose and any action or conduct which violates that purpose shall be grounds for disciplinary action, up to and including termination of employment.
2. PED's shall not be turned on or used in any way in classrooms, during instructional time, when employee is or should be supervising students or when their use is otherwise prohibited by school policy. Instructional time includes the entire period of a scheduled class, and other times when students are participating in any instructional activities (for example, during student assemblies, awards or other public ceremonies, etc.)
3. PED's are allowed to be taken and used on school trips except that they may not be used during any instructional activity, student supervision or at other times when school policies prohibit their use.
4. Use of cameras or the camera features on a cell phone or other PED's in a restroom or a locker room or for any use constituting an invasion of any person's reasonable expectation of privacy is strictly prohibited.

5. PED's shall not be used during work hours, while supervising students, while driving for school related purposes and when such devices would otherwise distract employee from the performance of employee's duties or from the vigilant supervision and control of students.
6. Any use of a PED must be strictly limited to lunch period when not supervising children. Further, any such calls or use must terminate at or before the termination of any such lunch time. Use of PED's during periods of student supervision responsibilities is strictly prohibited and will result in immediate and severe disciplinary action.
7. CD/Radio players only may be used for school educational purposes, subject to prior approval of CSA or designee.
8. The use of PED's can compromise the health, safety and welfare of our students and staff. Further, use of PED's during work time is unprofessional conduct and diminishes the efficiency and value of employee services to the school. Therefore, this policy shall be strictly applied.
9. MDS is NOT responsible for any lost, stolen or damaged PEDs or any other personal property an employee may bring to MDS or MDS activities. The owner/employee assumes all risks for PEDs or other personal property brought to MDS or MDS activities. MDS will not provide compensation for any item or PED which has been confiscated, lost, stolen or damaged.

#### **Section 4.34 Bonus Compensation Policy**

In order to: increase retention of employees; remain competitive with other similarly situated federally-funded and/or state-funded schools throughout Hopi and Arizona; and, to provide incentives to achieve MDS Academic Achievement Goals and other performance objectives, the School finds it reasonable and necessary to allow discretionary, at the Board's sole discretion, service payments or bonuses to employees who have met or exceeded performance standards.

Meeting or exceeding the above referenced performance standards does not automatically require or give an employee the right to a bonus it merely qualifies an employee for such consideration should the Board, determine that there is sufficient funding **AND**, in the Board's sole discretion, that such service payments or bonuses are reasonable, fiscally responsible and in the School's best interest. Such bonuses will be contingent upon employees obtaining a rating of above-satisfactory or higher on their last performance evaluations and the School's progress in academic achievement and other performance indicators. Maximum possible bonuses shall not exceed 2% of the annual MDS budget for salaries, less all applicable deductions. Actual bonus amounts may be less than the maximum possible amount noted above, but shall not exceed that amount. The actual bonus amount for each employee shall be established upon the CSA or designee's recommendation and at the Board's sole discretion.

Bonuses are subject to prior approval by and at the sole discretion of the Board. The staff shall not be informed of or paid bonuses until such approval. Bonuses shall not be paid to any employee's unless the School's Board, Business/Human Resources Manager and CSA or designee determine that the Federal Government and/or other funding sources furnished sufficient funds to meet all of the School's other budgetary needs for the school year.

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

**APPENDIX IV-A**  
**SCHOOL CREDIT CARD ACKNOWLEDGEMENT AND AUTHORIZATION FORM**

I, \_\_\_\_\_, as evidenced by my signature below, have read the Moencopi Day School's policies regarding credit card use and agree as follows:

1. I understand the policies;
2. I understand that the use of the school credit card is strictly limited as set forth in the policies and that any use outside those strict limits will result in those charges being assessed against me, personally.
3. I agree to immediately reimburse the School for any such charges assessed against me with interest at a higher rate than that charged by the credit card.
4. I further authorize the School to deduct any charges assessed against me relative to the use of the school credit card from any payments the School may owe me for payroll, payment of stipends, per diems, and from any other source whatsoever.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **ARTICLE V. EMPLOYEE BENEFITS PROGRAMS**

### **Section 5.01 Employee Benefits**

Eligible employees at School are provided the following described benefits. A number of the programs (such as Social Security, Workers' Compensation, and State disability) cover all employees in the manner prescribed by law. Benefits eligibility is dependent upon a variety of factors, including employee classification.

The following benefit programs are available to eligible

employees: General Leave (Annual/Sick) Benefits (Sec. 5.02)

Bereavement Leave (Sec.

5.02a) Jury Duty (Sec.

5.02b)

Holidays (Sec. 5.03)

Worker's Compensation Insurance (Sec.

5.04) Time Off to Vote (Sec. 5.05)

Administrative Reassignment with Pay

(Sec. 5.06) Benefits Continuation (Sec.

5.07)

Family and Medical Leave (Sec.

5.08) Military Leave (Sec. 5.09)

Higher Learning Tuition Fees

(Sec. 5.10) Life Insurance

Medical

Insurance

Unemployment

Benefits

Some benefit programs require contributions from the employee.

### **Section 5.02 General Leave (Annual/Sick) Benefits**

Full-time 10-month and 12-month employees will accrue annual leave benefits at the rate of 4 hours per pay period and sick leave benefits at the rate of 3 hours per pay period.



The School provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illness or injuries. Annual leave with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits.

In the event that available accrued leave is not used by the end of the contract year, employees may carry unused time forward to the next contract year. Maximum accrual for annual leave will be 200 hours; and maximum accrual for sick leave will be 100 hours. If the total amount of unused annual leave time reaches a "cap" equal to 200 hours, further annual leave accrual will stop. If the total amount of unused sick leave time reaches a "cap" equal to 100 hours, further sick leave accrual will stop. The employee will not receive compensation for annual/sick leave in excess of the cap which is unused. When the employee uses leave time and brings the available amount below the cap, leave accruals will begin again.

New employees must complete a satisfactory 90-day evaluation before leave can be used. Unused leave benefits will not be paid to employees while they are employed or upon termination of employment, however, employees who worked at the School for 5 or more years will be paid up to 120 hours of accrued, unused annual leave pending board approval and availability of funds.

To request annual leave, employees must request leave through the current payroll system. Annual leave requests must be submitted 14 calendar days in advance. Requests will be reviewed based on a number of factors, including school needs and staffing requirements. Emergency leave will be evaluated on a case by case basis.

Employees who are unable to report to work due to illness or injury should notify their immediate supervisor before the scheduled start of their workday if possible. The immediate supervisor must also be contacted on each additional day of absence. Notification through a relative is acceptable.

If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement must be provided verifying the illness and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits.

Before returning to work from a sick leave absence of three (3) calendar days or more, an employee must provide a physician's verification that he or she may safely return to work.

## **Section 5.02a Bereavement Leave**

School year employees: (9 and 10 months) and 12 Months Employees:

In addition to the above available general leave, 32 hours of bereavement leave per contract year is available to all employees. Employees are not entitled to carry over bereavement leave and it is not subject to a payout at the conclusion of an employee's employment.

## **Section 5.02b Jury Leave**

Jury Leave or administrative leave will be granted to employees for Jury Duty.

## **Section 5.03 Holidays**

The School grants paid holiday time off to all regular full-time employees on the holidays listed below.

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.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	1 <sup>st</sup> Monday in September
7.	Veterans' Day	November 11
8.	Thanksgiving Day	4 <sup>th</sup> Thursday in November
9.	Christmas Day	December 25

According to applicable restrictions, the School will grant paid holiday time off to all eligible employees. Paid holiday time off will be calculated based on the employee's regular pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classifications:

12-month regular full-time employees  
10-month regular full-time employees

Newly-hired probationary employees are not eligible for paid holiday time off during their probationary period. 10-month employees are eligible only for those holidays that occur during the School year.

If a recognized holiday falls during an eligible employee's paid absence (e.g., general leave); paid holiday time off will be provided instead of the paid time off benefit that would otherwise have applied.

If a recognized holiday falls during an eligible employee's regular day off, paid holiday time off will not be calculated for pay.

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

## **Section 5.04 Workers' Compensation Insurance**

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

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

## **Section 5.05 Time Off to Vote**

The School encourages employees to fulfill their civic responsibility by participating in elections. Generally, employees should be able to find time to vote either before or after their regular Work schedule. If employees are unable to vote in an election during their non-working hours, the School may grant up to two hours of paid time off to vote.

## **Section 5.06 Administrative Reassignment with Pay**

Certain employee infractions or alleged infractions may require an investigation or review by the School or an outside agency (e.g., law enforcement authorities, social services authorities, etc.). The CSA or designee may place an employee who is the subject of such an investigation or review on administrative reassignment while the School or outside agency conducts an investigation or review. The School or outside agency shall file its report with the Board.

The CSA or designee may reassign any employee on administrative reassignment from the performance of their regular duties. The employee remains subject to the School and School policies during any administrative reassignment. Such employee shall continue to receive full pay at the rate for his/her regular duties. The placement of an employee on administrative reassignment shall neither constitute disciplinary action or other adverse formal action nor entitle an employee to file a grievance with the School.

## **Section 5.07 Benefits Continuation (COBRA)**

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

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

The School provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the School health insurance plan. The notice contains important information about the employee's rights and obligations.

### **Section 5.08 Family and Medical Leave**

If the School has 50 or more employees, it shall comply with the federal Family and Medical Leave Act of 1993. The purpose of the Act is to provide eligible employees with twelve

(12) Work weeks of leave without pay for family and serious medical reason without losing their jobs.

Eligible employees may be granted leave for the period of disability, up to a maximum of twelve (12) workweeks of leave during any twelve (12) month period for any of the following reasons:

1. The birth and care of a son or daughter of the employee
2. The adoptive or foster care placement of a son or daughter with the employee
3. The care for a serious health condition of a spouse, son, daughter, or parent of the employee
4. A serious health condition that makes the employee unable to perform their job functions

Employees must be employed by the School for at least twelve (12) months and work for at least 1,250 hours during the previous twelve (12) months to be eligible for leave under this policy. Employees should ask the Business/Human Resources Manager for further assistance in determining their eligibility status.

For purposes of this policy, employees affected by pregnancy, childbirth, or related medical conditions shall be treated the same for receipt of medical leave benefits as all other employees entitled to this benefit.

As soon as eligible employees become aware of a need for a medical leave of absence, they should request a leave from their supervisor. If leave is foreseeable based on an expected birth or placement of a child, the employee is required to submit 30 days' notice prior to the first day of leave. Otherwise, the employee is required to submit such notice as soon as possible. A leave for planned medical treatment should be scheduled so as not to unduly disrupt the activities of the School.

A physician's statement must be provided verifying a serious health condition and its beginning and expected ending dates. Employees returning from medical leave associated with a serious health condition of the employee must provide a physician's verification of their fitness to return to work. A physician's statement may be required to verify an employee's need to care for the son, daughter, spouse, or parent and an estimate of the amount of time the employee is needed for that care.

The Supervisor may require an employee to substitute any accrued paid leave available to the employee for any part of the 12-week period.

1. For a leave associated with pregnancy, childbirth, or related conditions, the Supervisor may require employees to use any accrued paid annual leave or personal leave available to the employee.
2. For a leave associated with other medical conditions, the Supervisor may require employees to use any accrued paid annual leave, personal, or medical or sick leave available to the employee.

Federal law provides rules governing instructional employees (teachers) which apply to family and medical leave taken near the end an academic term. Such employees should see the Business/Human Resources Manager for further guidance on these rules prior to requesting leave.

Subject to the terms, conditions, and limitations of the applicable plans, School will continue to provide health insurance benefits for the full period of the approved medical leave.

Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities.

Benefit accruals, such as annual leave, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

If an employee fails to report to work promptly at the end of the medical leave, the School will assume that the employee has abandoned his/her job.

## **Section 5.09 Military Leave**

A military leave of absence will be granted to employees, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with the U.S. armed services.

The leave will be paid if it occurs during the scheduled work time of the employee.

Benefit accruals, such as annual leave, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on longer military leave must apply for reemployment in accordance with federal and all other applicable laws.

Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of annual leave accrual and job seniority rights.

#### **Section 5.10 Higher Learning Tuition Fees**

Moencopi Day School employees are eligible for up to \$1,000.00 per year, depending on availability of funds, to be reimbursed for tuition and fees for job related course work, unless precluded by scholarship or other financial aid. The employee must make the formal request for this benefit to the CSA or designee upon receipt of a final grade of B or better and official transcript. Courses considered for this benefit must be part of an official degree program related to the employee's job at the school. Classes taken for re-certification do not qualify. Coursework must be preapproved, prior to beginning class, to ensure it qualifies for reimbursement under this policy. Coursework which is not preapproved may not be eligible for reimbursement.

#### **Section 5.11 Leave to Chaperone Immediate Family Member**

Employees of the School who request or volunteer to chaperone student trips in which their own child(ren) are participants will be required to take accrued general leave time, or be placed on leave without pay.

### **ARTICLE VI. STANDARDS OF CONDUCT**

#### **Section 6.01 Standards of Conduct for All Employees**

All employees shall be subject to discipline for the commission of any one or more

of the following offenses:

- A. The failure or refusal, without just cause, to obey or carry out any orders, instructions, assignments, or duties within the time designated by one in a position of authority for the performance of said orders, instructions, assignments or duties.
- B. The failure to maintain, to all persons, conduct, demeanor and speech exhibiting the respect and professionalism appropriate to the employee of an educational institution.
- C. Failure, without just cause, to obey or comply with any directive or adopted and published policy of the Board.
- D. The unexcused absence from one's duties or duty station for more than one hour.
- E. Idleness, sleeping or unauthorized participation in non-job related activities during duty hours.
- F. Any act or failure to act which will foreseeably endanger or cause physical or emotional damage or educational or moral harm to any student of the School at any time while said student is enrolled as a student. MDS disallows corporal punishment, which is defined as "intentionally striking the child or other forms of child abuse noted herein."
- G. Any act or failure to act which will foreseeably endanger or cause physical harm to another employee of the School.
- H. Failure to disclose or report, to a person in 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 employee or student thereof.
- I. Any violation of the Drug Free Workplace Policy (see Section 6.03 et. seq.). This shall include the abuse of any substance, including, but not limited to, alcohol.
- J. The unauthorized use or the illegal operation of any vehicle owned, leased or in the possession of the Board or the United States government, or permitting of such unauthorized use or illegal operation by another.
- K. The alteration without proper authority, or falsification of any official student or School record, reinstatement, certificates, grades, ratings, or reports with regard to any test, certificate or appointment.
- L. Theft of property belonging to or in the care and/or custody of the School or any other employee or student of the School.

- M. No employee shall place or allow him or herself to be placed in a situation or pursue a course of conduct involving a student which will or may be reasonably perceived by the student or such other person or persons who may also be present, as compromising to the welfare, morality or comfort of the student.
- N. No employee shall either solicit or accept any reward, favor, gift or any other form of gratuity for the anticipation of, or in return for, any performance or non- performance of any duty from a vendor, contractor, firm, or individual or any other source having or proposing to have or do business with the School, its programs or operations.
- O. No employee shall conduct or participate in any unauthorized political activity during working hours or when using School property or facilities.
- P. The CSA or designee is presumptively allowed to speak for or on behalf of the School. No other employee shall presume to speak for, or on behalf of, the School, the Board or the administration unless specifically authorized to do so. An employee who is officially designated to so speak shall at all times be accurate, shall exercise proper restraint, and shall show respect for the opinions of others when serving as a designated spokesperson in public statements and proceedings relating to the School, its policies or operations.
- Q. Employees shall dress in a manner appropriate and proper with respect to their position, the occasion and their function while on duty or when representing the School in any capacity.
- R. No employee shall discuss or divulge confidential aspects of programs or operations or any other sensitive or confidential information, either to or with another employee not entitled to the information or to a person or group outside of the School, without the specific authorization of the CSA or designee.
- S. No employee shall engage in any activity of misconduct, abuse, or harassment of a sexual nature towards any other employee or student of the Community School.
- T. No employee shall use or be under the influence of any substance which may alter the mind or impair the physiological functioning while on duty.
- U. Conviction by any recognized police agency or judicial body for abusing or being under the influence of substances, including alcohol.
- V. The employee shall not directly or indirectly, give, render, pay, offer, solicit or accept any money, service or other valuable consideration for or on account of any appointment, grade, proposed appointment, promotion, or proposed motion to a position at the School or affiliated with the School or any business transactions of the School.



- W. No employee of the personnel office, examiner, or other, will obstruct another from examination, eligibility certification or appointment under these policies, nor to furnish special or unpublished information for the purpose of affecting the rights or prospects with respect to employment.
- X. No employee shall induce or attempt to induce any employer or student to commit an unlawful act or acts in violation of these policies, Hopi, United States or State of Arizona laws or regulations.
- Y. No employee shall engage in vending, soliciting or collecting contributions on the campus at any time, without prior written authorization of the CSA or designee.
- Z. No employee shall use equipment or property of the School without proper authorization.
- AA. Employees will at all times be responsible with money or property of the School and carelessness or negligence with the same shall be a violation of these policies.

## **Section 6.02 Drug-Free Workplace**

Moencopi Day School workplace shall and must be drug-free in order to comply with federal laws, to ensure the safety and productivity of staff and to ensure the safety and learning environment of our students. Therefore, the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance; the possession or use of an alcoholic beverage; and/or the use of an otherwise lawful substance which, when used other than as intended by the manufacturer, alters the perception or physical reaction of the person using or consuming that substance or the vapors therefrom, is strictly prohibited in the workplace.

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

- A. **Conviction:** A finding of guilt or the imposition of sentence, or both, by a court of competent jurisdiction, concerning a criminal violation occurring in the workplace, of any drug law of the United States of America, the State of Arizona, or other state, or the Hopi.
- B. **Drugs:** Alcoholic beverages, controlled substances as defined in the Controlled Substances Act, Schedules I through V, 21 U.S.C. 812, the laws of the State of Arizona, and the laws of the Hopi and any lawful substance which, when used other than as intended by the manufacturer, alters the perception or physical reaction of the person using or consuming that substance or the vapors therefrom.
- C. **Drug Abuse:** Unlawful manufacture, distribution, dispensing, possession or use of an alcoholic beverage, controlled substance or an otherwise lawful substance which, when used other than as intended by the manufacturer, alters the perception or physical reaction of the person using or consuming

that substance or the vapors therefrom.

- D. **Employee:** Every employee of Moencopi Day School.
- E. **Workplace:** The grounds and buildings of Moencopi Day School, all equipment and vehicles belonging to or under the authority of Moencopi Day School, all roadways and parking lots within the exterior boundaries of the land granted to Moencopi Day School and any location where the employee is performing School duties or functions. This definition shall specifically exclude the interior of residences used by employees exclusively for residential purposes which are under the authority or maintenance of Moencopi Day School.

### **Article 6.03 Notice to Employees**

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

#### **YOU ARE HEREBY NOTIFIED:**

1. THAT the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance; the possession or use of an alcoholic beverage; and/or the use of an otherwise lawful substance which, when used other than as intended by the manufacturer, alters the perception or physical reaction of the person using or consuming that substance or the vapors therefrom, is strictly prohibited in the workplace.
2. THAT any violation of this prohibition may subject the employee to disciplinary action.
3. THAT, as a condition of your employment, you are required to:
  - A. Abide by the terms and requirements of the notice provided and by the conditions of the *Drug Free Workplace Policy* while in the workplace.
  - B. Notify the Office of the CSA or designee in writing within five (5) calendar days of any conviction by any court of competent jurisdiction of drug abuse involving a controlled substance occurring in the workplace.

- C. Make available and permit inspection, for the purposes of assuring a drug-free workplace, of all government, school and personal property in or brought into the workplace which is under your control or use. Any such inspection may be made without prior notice being given to the employee.

#### **Section 6.04 Uniform conditions of Employment**

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

- A. Abide by the terms and requirements of this Manual and of the Notice to Employees provided in Section 6.04.
- B. Notify the CSA or designee, in writing within five (5) calendar days of their conviction by any court of competent jurisdiction of drug abuse involving a controlled substance occurring in the workplace.
- C. Make available and permit inspection, for the purpose of assuring a drug-free workplace, of all government, school and personal property in or brought into the workplace which is under the control or use of the employee. Any such inspection may be made without prior notice being given to the employee.

#### **Section 6.05 Procedure upon Receiving Notice of Drug Abuse Conviction**

If disciplinary action has not, upon receiving the notice of a drug abuse conviction involving a controlled substance, been instituted or completed by the School, the CSA or designee shall provide the convicted employee with a copy of said notice.

- A. The CSA or designee of the employee so convicted shall immediately institute disciplinary action against the employee alleging violations of appropriate provisions of this Manual.
- B. In any hearing held pursuant to that disciplinary process, a certified copy of the record of conviction entered by a court of competent jurisdiction shall constitute sufficient proof of a violation of the appropriate provisions of the Manual.
- C. The CSA or designee may, at any time during the disciplinary process instituted pursuant to receipt of such notice of conviction, or as a condition of discipline at the conclusion of such process, require the convicted employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program which has been approved by a governmental agency for such purposes.

In addition to the above, the CSA or designee shall prepare and cause notice of said

conviction to be provided to each and every grant or contract officer of programs for which the convicted employee was supplying services by virtue of their employment by the School. Such notice shall be provided, in writing, to the appropriate grant or contract officer within ten (10) calendar days of receiving notice of a conviction. Such notice shall contain the name and position title of the convicted employee, the identification number of each contract or grant so affected, and the court date of conviction and a summary of the offense for which a conviction was entered.

### **Section 6.06 Drug Awareness Program**

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

- A. The format and course content for the program shall be developed and maintained in consultation with the CSA or designee and such consulting experts as may be appropriate.
- B. The format and course content shall be reviewed biannually by the CSA or their designee. Approval of the format and course content and any modifications thereof shall be subject to the approval of the CSA or designee.
- C. The course content for such program shall, at a minimum, include consideration of the following topics:
  - 1. The danger of drug abuse in the workplace.
  - 2. The School's policy of maintaining a drug-free workplace.
  - 3. Any available drug counseling, rehabilitation and employee assistance programs.
  - 4. The disciplinary penalties that may be imposed upon employees for drug abuse in the workplace.

### **Section 6.07 Controlled Substance and Alcohol Policy**

Employees are prohibited from using or possessing alcohol, and from the use or possession of controlled substances for non-prescribed or non-medical purposes, on school property. Any employee in violation of this policy shall be subject to removal from school property, and may be reported to law enforcement authorities. Any employee who violates the controlled substance and alcohol policy is subject to disciplinary action, up to and including termination, for the first or any subsequent offense.

Any employee who has apparently consumed alcoholic beverages or controlled substances prior to a school activity or on school property will not be allowed to be on school property or to participate in school activities. Controlled substances and alcohol

testing shall be required whenever a supervisor has probable cause to believe that an employee's job performance or an employee's behavior at a school function has been impaired by the use of alcohol or a controlled substance. Probable cause shall be based on observations by school personnel, and shall be documented in writing by a signed statement. In addition, testing shall be required whenever the supervisor has probable cause, based on knowledge of the circumstances of an accident, to suspect that the employee's involvement in the accident was influenced by the use of alcohol or a controlled substance. Probable cause shall be documented by a signed statement.

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

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

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

#### **Section 6.08 Smoking/Chewing Tobacco/Controlled Substances**

In keeping with the School's intent to provide a safe healthy work environment, smoking, chewing tobacco, and possession and/or use of controlled substances are prohibited throughout the campus. This policy is in addition to all other policies regarding tobacco, alcohol and controlled substances. All said policies and possible penalties shall be considered cumulative.

This policy applies equally to all Board members, employees, and visitors.

#### **Section 6.09 Prohibition against Tobacco, Alcohol and/or Controlled Substance Related Clothing Material and/or Items**

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

This prohibition extends to wearing or displaying any clothing, jewelry, footwear, hats, posters, etc. that promote or are associated with the "drug culture" i.e., items that refer

to satanic or demonic cults, items that refer to gang membership, and “heavy metal” or similar items that refer to or promote unhealthy messages for young people such as suicide, sadism, drug use, violence, disrespect for authority, vulgarity, obscenity, and/or sexual harassment.

## **Section 6.10 Anti-Harassment Policy**

- A. MDS is committed to maintaining a work and educational environment free from all forms of discrimination and harassing conduct. MDS expects and requires all Board Members, employees, students, parents, vendors, guests and other members of MDS community and educational community (hereinafter referred to collectively as the MDS community), to conduct themselves in an appropriate manner with concern and respect for all other members of MDS community. Discrimination or harassment on the basis of race, national origin, religion, age, sex, gender identification, sexual orientation, socioeconomic status, ability or disability in any form will not be tolerated. Any student or employee of MDS who believes he or she has been discriminated against, denied a benefit, or excluded from participation in any MDS educational program or activity may and is encouraged to file a complaint pursuant to this policy. Any questions regarding this policy should be directed to the CSA or designee or, if the CSA or designee is involved in the matter, the President of the Board. This policy is in effect in all academic programs, the workplace and in other work/academic related settings such as MDS-related trips, activities and events.
- B. It is the policy of MDS to maintain a working and learning environment for students and employees that is free from discrimination or harassment of any kind, including sexual harassment, bullying, hazing or similar activity. It is a violation of this policy for any member of MDS community, as identified in the first paragraph, to discriminate or harass another through conduct or communication as defined in this policy. Any allegation of discrimination or harassment will be investigated and, if a violation of this policy is substantiated, disciplinary action will be taken.
- C. Each person in the MDS community is responsible for promoting understanding and acceptance of, and assuring compliance with, applicable Hopi and federal laws, and MDS policy and procedures governing discrimination and harassment.
- D. It is the responsibility of every employee, student and parent to recognize acts of discrimination and harassment and take every reasonable action necessary to ensure that the applicable policies and procedures of MDS are implemented.
- E. It is a violation of this policy for any administrator, teacher, Board member or other employee, student, or any other person in the MDS community to engage in or condone discrimination or harassment at MDS or any MDS

related activity or to fail to report or otherwise take reasonable corrective measures when they become aware of an incident of harassment.

- F. This policy is not designed or intended to limit MDS's authority to take disciplinary or remedial action when such harassment occurs outside MDS but has a nexus to school, or is disruptive to or materially and substantially interferes with an employee's work, personal life, a student's school work, or participation in MDS related opportunities or activities.

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

- G. Any employee or student who believes that he or she has been subjected to harassment has the right to file a complaint and to receive prompt and appropriate handling of the complaint. Further, all reasonable efforts shall be made to maintain the confidentiality and protect the privacy of all parties, but proper enforcement of this policy may require disclosure of any or all information received.
- H. Knowingly providing false reports of harassment or manipulation of investigative processes will be subject to disciplinary action.
- I. Any student or staff member who, after an investigation, has been found to have engaged in the discrimination or harassment of a student or staff member in any MDS setting or at any MDS-sponsored or related event will be subject to disciplinary action.

#### Definition of Terms

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

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

"Sexual harassment" is harassment which is of a sexual nature. Sexual harassment can include a range of behaviors, express or implied, including sexual insults and

name-calling, off-color jokes, intimidation by words or actions, leering, offensive touching, and pressure for sexual activity.

Sexual harassment is a form of sex discrimination. The term “sexual harassment” is defined as follows:

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

Under federal Title IX regulations, “sexual harassment” is defined as “verbal or physical contact of a sexual nature, imposed on the basis of sex, by an employee or student, which is unwelcome, hostile or intimidating.” Letter to McCoy from OCR Region V, April 27, 1993, citing 34 CFR s.106.31 (b) (1) through (4) and (7).

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

“Discrimination” for the purpose of this policy is conduct or speech which conveys discrimination on the basis of sex, gender identification, race, color, sexual orientation, socioeconomic status, age, religion, national origin and/or disability in any educational programs, activities, or employment.

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

“Cyber-bullying” for the purpose of this policy is defined as bullying through the use of technology or any electronic communication, which shall include, but shall not be limited to, any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photo electronic or photo optical system including, but not limited



to, electronic mail, internet communications, instant messages or facsimile communications. Cyber-bullying shall also include (1) the creation of a web page or blog in which the creator assumes the identity of another person or (2) the knowing impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in clauses (1) to (5), inclusive, of the definition of bullying. Cyber-bullying shall also include the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons, if the distribution or posting creates any of the conditions enumerated in clauses (1) to (5), inclusive, of the definition of bullying.

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

“Hazing” is defined as any conduct or method of initiation into any student organization, whether on public or private property, which willfully or recklessly endangers the physical or mental health of any student or other person. Such conduct shall include whipping, beating, branding, forced calisthenics, exposure to the weather, forced consumption of any food, liquor, beverage, drug or other substance, or any other brutal treatment or forced physical activity which is likely to adversely affect the physical health or safety of any such student or other person, or which subjects such student or other person to extreme mental stress, including extended deprivation of sleep or rest or extended isolation. Incidents of hazing must be reported to the appropriate law enforcement officials as soon as reasonably practicable.

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

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

In responding to and resolving complaints, the MDS community will be guided by six goals:

- 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

Students may report incidents they believe involve discrimination or harassment to any employee.

Any employee who has received a report regarding a student, verbally or in writing, will forward the report to the CSA or designee or if the CSA or designee is involved in the allegation, to the Board President. Staff may also report incidents regarding adults to the CSA or designee. 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.

Each 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 CSA or designee 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 CSA or 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, MDS 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 interviewing the complainant; the person alleged to have made the harassing or discriminatory conduct or communication; and such other person(s) as the investigating officer deems necessary or appropriate in order to complete a

thorough investigation of the allegation. An opportunity to be heard will be provided, consistent with MDS's policies and procedures on the same.

The CSA or designee, where appropriate, will assist the complainant to communicate directly to the alleged perpetrator, in person or in writing, the negative impact of the behavior and the need to stop the behavior.

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

Unresolved investigations will be reported as such.

### Disciplinary Action

Any violation of this policy will be subject to disciplinary action. In the case of a student found to have violated this policy, disciplinary action will be determined by the CSA or designee and can range from a verbal warning to removal from the school setting. In the case of staff found to have violated this policy, disciplinary action will be determined by the CSA or designee.

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

### Retaliation

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

### Reporting

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

## **DISCRIMINATION/HARASSMENT REPORT FORM**

### **COMPLAINT FORM**

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

Please print:

Name:

Date:

Address:

Telephone No. (s):

During the hours of:

I wish to complain against:

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

Address:

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

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

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

NAME

ADDRESS

TELEPHONE NO.

The projected solution:

Indicate what you think can and should be done to solve the problem. Be as specific as possible. I certify that this information is correct to the best of my knowledge.

---

Signature of Complainant

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

## Section 6.11 Child Abuse Detection, Reporting, Prevention

### A. Statement of General Policy

It is the policy of Moencopi Day School community and staff that child abuse, whether physical, emotional or sexual, be recognized and reported to the proper authorities. It shall be the duty and responsibility of each and every member of the Moencopi Day School staff in contact with students to be aware of the criteria for identifying a student's mood, conduct, physical condition and educational performance as they may suggest the presence of abusive influences and experiences and to report the same to the appropriate authority. Classroom teachers, school counselors, and all staff whose duties require regular contact with students shall receive training in the recognition of the symptoms of abuse, recommended methodologies of interacting and counseling with students who are suspected to be the victim of abuse and the record keeping and reporting procedures promulgated in support of this policy. This policy is enacted pursuant to the Indian Child Protection and Family Violence Prevention Act, Pub. L. 101-630, 1990. All reporting under this policy shall be done in strict compliance with the current SCAN policies, procedures and forms found on the BIE Website.

### B. Definitions

1. **Physical Abuse:** The deprivation of the child of food, shelter, clothing, care and supervision, medical and dental care and treatment, or educational opportunity; non-accidental and physically assaultive behavior inflicted upon the child which results in demonstrable tissue injury to the child.
2. **Emotional Abuse:** A consistent pattern of conduct, speech or attitude toward the child which arrests the child's development or demonstrably impairs the child psychologically and/or emotionally.
3. **Sexual Abuse:** The sexual exploitation of a child or their image; physical contact, whether with or without the consent of the child, with their genitalia, breasts or buttocks in a sexual context; exposing to and in the presence of a child's genitalia, breasts or buttocks or causing the child to have any physical contact with the same.
4. **Child:** Any enrolled student of Moencopi Day School under the age of eighteen (18) years.

### C. Prohibition against Child Abuse

Child abuse, in any form and to any extent, is strictly prohibited at any time or in any place within the boundaries of Moencopi Day School. Violation of this policy will result in discipline up to and including termination.

### D. Duty to Report Suspected Abuse

All employees of this School are hereby required to report suspected child abuse pursuant to the terms and conditions of the BIE SCAN and Employee Incident procedures. The failure to report suspected instances of child abuse shall be considered as grounds for discipline and may result in further sanctions imposed by Hopi and federal law.

#### E. Record Keeping Requirements

1. All classroom teachers, teacher assistants, counselors, counseling technicians, and health care personnel shall keep anecdotal records or notations of any student who displays any of the symptoms of being the victim of child abuse.
2. All such records as are above required shall remain privileged and shall not be communicated to the other students, the parents or guardians of the student or other nonprofessional staff having no direct interest in the matter until such time as a formal report is made to the proper authority or authorities. These records are to be kept in a locked cabinet in the CSA or designee's office.

#### F. SCAN Procedures and Reporting

1. At such time as the classroom teacher, teacher assistant, counselor and/or health care personnel believe that the child is the victim of abuse, a verbal report shall be made directly to the CSA or designee. Copies of such anecdotal notations as have been previously made shall accompany said report.
2. In the event there appears, at any time, to be physical symptoms of abuse, the child shall be immediately taken to a medical authority for further diagnosis and treatment.
3. In the event there appears, at any time or over a period of time, to be emotional symptoms of abuse, the child shall be referred to a student counselor or certified counselor for such consultation as may appear in the best interest of the child.
4. At any time that there appears to be reasonable belief to report suspicion that the child is the victim of an abusive situation, such report shall be made to the Hopi Department of Social Services and/or the Hopi Police Department by the CSA or their designee.
5. Any person making a report as described above which is based upon their reasonable belief and which is made in good faith shall be immune from civil or criminal liability to the full extent provided by Hopi, state and federal law.

Section 6.12 Conflicts of Interest Policy Conflicts of Interest (Version A)

Whenever a MDS Board Member has a financial or personal interest in any matter coming before the Governing Board, the affected person shall a) fully disclose the nature of the interest and b) withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested Board Members determine that it is in the best interest of MDS to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.



## Section 6.13 Whistleblower Policy

Board Resolution: The MDS School Board approves the inclusion of the following statement in the MDS Policies and Procedures, and directs the CSA or designee to ensure that it is given to and acknowledged by all employees. In addition, the CSA or designee will ensure that whistleblower protection notification is posted in the workplace(s) as required by state law.

Notes: The Whistleblower Policy extends beyond the law by encouraging reporting of law violations as well as prohibiting retaliation. Whistleblower Posters can be downloaded from each state.

Policy: If any employee reasonably believes that some policy, practice, or activity of MDS is in violation of law, a written complaint may be filed by that employee with the CSA or designee or if it concerns the CSA, the Board President.

It is the intent of MDS to adhere to all laws and regulations that apply to MDS, and the underlying purpose of this Policy is to support MDS's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations. An employee is protected from retaliation only if the employee brings the alleged unlawful activity, policy, or practice to the attention of MDS and provides MDS with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to employees that comply with this requirement.

MDS will not retaliate against an employee who, in good faith, has made a protest or raised a complaint against some practice of MDS, or of another individual or entity with whom MDS had a business relationship, on the basis of a reasonable belief that the practice is in violation of law or a clear mandate of public policy.

MDS will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any activity, policy, or practice of MDS that the employee reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate or public policy concerning health, safety, welfare, or protection of the environment.

My signature below indicates my receipt and understanding of this Policy. I also verify that I have been provided with an opportunity to ask questions about the Policy.

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

\_\_\_\_\_  
Date

**PURPOSE: To define and establish a document retention and destruction policy and procedure.**

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

**Document Retention Procedure:**

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

**Electronic Documents and Records:**

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

**Emergency Planning Procedure:**

MDS's records will be stored in a safe, secure and accessible manner. Documents and financial files that are essential to keeping MDS operating in an emergency will be duplicated or backed up in a separate location or forwarded to be maintained at the Business/Human Resources Manager's office.

**Document Destruction Procedure:**

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

## Compliance:

Failure on the part of CSA or designee and Board Members to follow this policy can result in possible civil and criminal sanctions against MDS and possible disciplinary action against responsible individuals. The MDS School Board will periodically review these procedures to ensure that they are in compliance with new or revised regulations.

## Appendix:

### Student

### Records

#### General:

Student records must be kept in compliance with all applicable federal, tribal and for any charter or state schools, state statutes, regulations or grant conditions. Where there are no such statutes or regulations MDS shall use the records retention and disposition schedule in *Records Retention and Disposition for Arizona School Districts* which may be found at <http://www.lib.az.us/records/school.cfm>. It should be noted that this Arizona State document is used only as a reference and should not be construed to be controlling Arizona law relative to MDS. MDS affirms its sovereignty and uses the above referenced Arizona material as a model and protocol it adopts, not as law that is controlling. This action shall in no way subject MDS to the jurisdiction of Arizona courts or the application of Arizona law.

#### Special Education:

- A. Special education including placement records, referrals, 4 years evaluations, testing data, etc. shall be maintained for four (4) fiscal years after a student's final enrollment in the special education program.
- B. Special education census records shall be maintained for 5 years five (5) years after the fiscal year in which they were prepared.
- C. MDS shall follow 34 C.F.R. § 300.624 regarding notification of parents and destruction of information and records relative to special education.
- D. Medicaid (MIPS) records. 5 years

<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

<u>Item #</u>	<u>Records Series</u>	<u>Retention (Yrs.)</u>	<u>Remarks</u>
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>
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

### Corporate Records

Annual Incorporation Reports	Permanent
Articles of Incorporation	Permanent
Board Meeting and Board Committee Minutes	Permanent
Board Policies/Resolutions	Permanent
By-laws	Permanent
Fixed Asset Records (equipment, etc.)	Permanent
IRS Application for Tax-Exempt Status	Permanent
IRS Determination Letter	Permanent
State Sales Tax Exemption Letter if 501(c) 3	Permanent
Contracts (after expiration)	7 years
Correspondence (general)	3 years

### Accounting and Corporate Tax Records

Annual Audits and Financial Statements	Permanent
Depreciation Schedules	Permanent
General Ledgers	Permanent
IRS 990 Tax Returns	Permanent
Business Expense Records	7 years
Cash Receipts	3 years
Credit Card Receipts	3 years
IRS 1099s*	7 years
Invoices	7 years
Journal Entries	7 years
Petty Cash Vouchers	3 years
Sales Records (registration forms, etc.)	5 years

### Bank Records

Check Registers	Permanent
Bank Deposit Slips	7 years
Bank Statements and Reconciliation	7 years
Donor Records and Acknowledgement Letters	7 years
Electronic Fund Transfer Documents	7 years
Grant Applications and Contracts (after completion)	5 years after completion

### Legal Records

Copyright or Trademark Registrations	Permanent
Insurance Policies	Permanent
Stock and Bond Records	Permanent

### Press Releases/Public Filings

Press Releases	Permanent
Other Publications, Photos, Press Clippings	7 years

\*IRS 1099s

Should MDS pay any one individual a sum of \$600 or more cumulative in honorariums, scholarship dollars, raffle money or prizes, etc., MDS must issue that individual a 1099.



APPENDIX VI-A DRUG-FREE WORKPLACE NOTICE TO EMPLOYEES  
**MOENCOPi DAY SCHOOL**

YOU ARE HEREBY NOTIFIED that it is a violation of Sections 6.03 through 6.10 (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 6.03 through 6.10 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 (6.03-6.10) 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

## ARTICLE VII. DISCIPLINARY PROCEDURE

### Section 7.01 Disciplinary Action

- A. School policy towards disciplining employees is generally reflected in the recommendations in the Table of Penalties. If an employee engages in an act of misconduct, which is not addressed in the Table of Penalties, the CSA or designee shall select an appropriate penalty.
- B. Notwithstanding Section 7.01.A and recommendations in the Table of Penalties, the specific type and degree of disciplinary action to be taken in a particular situation shall be determined by the facts and circumstances of each situation. Previously documented disciplinary action(s), the degree of the conduct involved and other mitigating and exacerbating factors shall be considered in determining which penalty to impose.

#### C. Non-Disciplinary Action

Not all actions regarding an employee are considered “discipline”, even though they may involve alleged or possible violations of policies or rules by the employee. This policy addresses only discipline and has no application to any of the following:

1. The employee’s evaluation procedure or the resulting evaluations as they pertain to the adequacy of the employee’s performance.
2. Letters or memoranda directed to an employee containing directives or instructions for future conduct.
3. Counseling of an employee concerning expectations of future conduct.
4. Non-renewal of a contract of an employee employed by MDS.
5. Reassignment with Pay. The CSA or designee may reassign an employee to another position on campus or to said employee’s home or such other appropriate place to allow an investigation of allegations relating to said employee. Such reassignment with pay is not a disciplinary measure and will not be recorded in an employee’s permanent record.

Counseling memos may be used to inform employees of the above-described matters. Counseling memos are not discipline or disciplinary action. Counseling memos are to be considered a positive, pro-active, cooperative approach to potential problems. They also serve to provide notice to employees of potential problem areas prior to them becoming discipline issues.

#### D. Types of Disciplinary Action

When disciplinary action is to be taken the following steps are recommended:

- a) Warning (verbal/written)
- b) Suspension
- c) Termination

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

#### E. Guidelines and Procedures for Disciplinary Actions

1. **Warning (Verbal/Written):** When a warning (Verbal/Written) is issued, it should be done in private and a copy of the letter covering the details of the warning sent to the Business Office. Where appropriate, a reasonable period of time for improvement or corrections will be allowed before taking further action. A witness shall be present when reasonably possible. Written warning will, upon the employee's written request, be removed from an employee's personnel file after a 12-month good conduct period.
2. **Suspension:** Suspension consists of a period of time during which an employee will not work and shall not receive compensation. The maximum suspension period shall be thirty working days.
3. **Termination:** Involuntary Termination is covered in Section 8.02 of this Manual.
4. **Initiation of Disciplinary Action.** Disciplinary action may be initiated by the CSA or designee. The employee shall be notified in writing of the disciplinary action and the basis therefor. The CSA or designee shall commence disciplinary action against the employee within ten (10) days, or such time as may be reasonable after being made aware of the offense(s). The person who initiates it shall sign the notification, and copies shall be supplied to the Business/Human Resources Manager and the CSA or designee for placement in the employee's personnel file.
5. **Authority to Carry out Disciplinary Action.** Disciplinary action in the form of a written reprimand, suspension with or without pay, or discharge may be carried out by the CSA or designee.

## TABLE OF DISCIPLINARY PENALTIES

<b>Guidelines</b>	<b>First Offense</b>	<b>Second Offense</b>	<b>Third Offense</b>
The knowing failure or refusal, without just cause to obey or carry out orders, instructions, assignments or duties within the time designated by one in a position of authority for the performance of said orders	Letter of Reprimand to Termination	1-5 days Suspension (without pay) to Termination	5 days (without pay) to Termination
The knowing failure to maintain to all persons, conduct, demeanor and speech exhibiting the respect and professionalism appropriate to the employee of an educational institution.	Letter of Reprimand	1-5 days 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)	1-5 days 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	1-5 days 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	1-5 days 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	1-5 days 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	1-5 days Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Any violation of the Drug Free Policy.	Letter of Reprimand to Termination	1-5 days 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	1-5 days 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 1-10 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	1-15 days (without pay)	Termination
Disclosure of confidential information vital to the interest of School.	Letter of Reprimand to Termination	1-5 days 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	1-5 days 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	1-5 days 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	
Failure to report all known	Letter of Reprimand to Termination	1-5 days Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Sexual relations with a student by an employee.	Termination		

## **Section 7.02 Staff Grievances**

### **Definitions**

A grievance is a complaint by a MDS employee alleging a violation or misinterpretation, as to the employee, of any MDS policy or regulation that directly and specifically governs the employee's terms and conditions of employment. The term grievance shall not apply to any matter for which the method of review is prescribed by law, or the MDS School Board is with-out authority to act. The suspension or dismissal of employees is covered by policies regarding appeals and, therefore, is not a grievable matter. Assignment, reassignment, or transfer of an employee to another position or duties is not grievable beyond the CSA or designee unless there is a reduction in compensation or the CSA or designee requests that it go to the Board.

A grievant shall be any employee of the MDS filing a grievance.

Terms and conditions or employment means the hours of employment, the compensation therefore, including fringe benefits, and the employer's personnel policies directly affecting the employee. In the case of professional employees, the term does not include educational policies of the MDS. A day is any day during which the MDS conducts business. The immediate supervisor is the lowest- level administrator having line supervisory authority over the grievant.

### **Informal Level**

Before filing a formal written grievance, the grievant must attempt to resolve the matter by one or more informal conferences with the immediate supervisor. The first of these informal conferences must be conducted within five (5) days after the employee knew, or should have known, of the act or omission giving rise to the grievance. A second or any subsequent conference must occur within (5) days after the initial informal conference, or any subsequent conference.

### **Formal Level**

**Level I.** Within fifteen (15) days after the employee knew, or should have known, of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to the CSA or designee.

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

The CSA or designee shall communicate a decision to the employee in writing within (5) days after receiving the grievance.

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

**Level II.** If the grievant is not satisfied with the decision at Level I, the grievant may within five (5) days, submit an appeal in writing to the CSA or designee for consideration by the MDS School Board. The MDS School Board may determine not to conduct a review, or to conduct a review at a designated or undesignated future date.

### **General Provisions**

**Section 1.** Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed an acceptance of the decision rendered at that step, and there shall be no further right of appeal. Failure to file a grievance within fifteen (15) days after the employee knew, or should have known, of the circumstances upon which the grievance is based shall constitute a waiver of the grievance.

**Section 2.** The filing or pendency of any grievance under the provisions of this policy shall in no way operate to impede, delay, or interfere with the jurisdiction of the MDS School Board or the CSA or designee.

## STAFF GRIEVANCES

LEVEL I

GRIEVANCE FORM A

### FORMAL GRIEVANCE PRESENTATION

To be completed by grievant within five (5)  
days after the last informal conference but  
no later than fifteen (15) days after the  
employee knew or should have known of the act  
or omission giving rise to the grievance.

DATE OF LAST

GRIEVANT \_\_\_\_\_ INFORMAL PRESENTATION \_\_\_\_\_

SCHOOL \_\_\_\_\_

IMMEDIATE  
SUPERVISOR \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_

POLICY OR REGULATION ALLEGED TO HAVE BEEN VIOLATED

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

\_\_\_\_\_  
(SIGNATURE OF GRIEVANT)



## STAFF GRIEVANCES

LEVEL I

GRIEVANCE FORM B

### DECISION OF THE CSA

**To be completed by the CSA  
within five (5) days after formal filing.**

GRIEVANT \_\_\_\_\_

DATE OF FORMAL GRIEVANCE PRESENTATION \_\_\_\_\_

SCHOOL \_\_\_\_\_

CSA \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_

DECISION OF CSA  
AND REASONS THEREFOR:

DATE OF DECISION \_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE OF CSA OR DESIGNEE)

\_\_\_\_\_  
\_\_\_\_\_  
GRIEVANT'S RESPONSE (To be completed by the grievant within five (5) days after the decision):

\_\_\_\_\_ I accept the above decision of the CSA or designee.

\_\_\_\_\_ I hereby refer the above decision to the CSA or designee, with reasons detailing non-acceptance at Level I and any relief sought (Level II).

DATE OF RESPONSE \_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE OF GRIEVANT)

STAFF GRIEVANCES

**LEVEL II**

**GRIEVANCE FORM C**

**REFERRAL TO CHIEF SCHOOL ADMINISTRATOR**

**To be completed by the CSA  
within five (5) days of the CSA response.**

GRIEVANT \_\_\_\_\_

DATE OF FORMAL GRIEVANCE PRESENTATION \_\_\_\_\_

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

\_\_\_\_\_ The attached grievance is hereby referred to the CSA or designee.

DATE OF REFERRAL \_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE OF GRIEVANT)

STAFF GRIEVANCES

**LEVEL II**

**GRIEVANCE FORM D**

**DECISION OF CHIEF SCHOOL ADMINISTRATOR**

**To be completed by the CSA  
within five (5) days.**

GRIEVANT \_\_\_\_\_

DATE OF FORMAL GRIEVANCE PRESENTATION \_\_\_\_\_

DATE APPEAL RECEIVED BY CHIEF SCHOOL ADMINISTRATOR \_\_\_\_\_

DATE HEARING HELD BY CHIEF SCHOOL ADMINISTRATOR (OPTIONAL) \_\_\_\_\_

DECISION OF CHIEF SCHOOL ADMINISTRATOR  
AND REASONS THEREFOR:

DATE OF DECISION \_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE OF CHIEF  
SCHOOL ADMINISTRATOR)

\_\_\_\_\_  
\_\_\_\_\_  
GRIEVANT'S RESPONSE (To be completed by the grievant within five (5) days after the  
decision):

\_\_\_\_\_ I accept the above decision of the CSA or designee.

\_\_\_\_\_ I hereby appeal to the MDS School Board for a review of this grievance (Level II).

DATE OF RESPONSE \_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE OF GRIEVANT)

## STAFF GRIEVANCES

LEVEL III (Final Action)

GRIEVANCE FORM E

### REVIEW BY MDS SCHOOL BOARD

GRIEVANT \_\_\_\_\_

DATE OF FORMAL GRIEVANCE RECEIPT \_\_\_\_\_

\_\_\_\_\_The attached grievance is hereby appealed to the MDS School Board for a review.

DETAIL REASONS FOR NONACCEPTANCE OF GRIEVANCE  
DECISION AT LEVEL II AND ANY RELIEF SOUGHT:

DATE APPEAL RECEIVED BY MDS SCHOOL BOARD \_\_\_\_\_

BOARD RESPONSE (TO BE COMPLETED WITHIN FIFTEEN (15) DAYS OF REVIEW):

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

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 CSA OR DESIGNEE, with reasons detailing non-acceptance at Level I and any relief sought (Level II).

DATE OF RESPONSE \_\_\_\_\_ (SIGNATURE OF GRIEVANT)

\_\_\_\_\_  
CSA OR DESIGNEE

## Section 7.03 Appeals Procedure

### A. Purpose

The purpose of the appeals procedure is to provide those eligible employees with a uniform and equitable method of resolving actions taken while employed by the School. This procedure is intended to ensure that any eligible employee will be treated fairly and within the policies and procedures of this Manual and any other applicable federal laws.

### B. Application

This procedure shall be used for actions regarding reprimands/warnings, suspension, demotion.

### C. Eligibility

All regular, full-time and part-time employees are eligible. Temporary and probationary employees are not entitled to appeal procedure.

### D. Procedure

1. Appeals must be filed with the CSA or designee as set forth below. The appeal must state with specificity the action being appealed and include specific grounds for the appeal including, but not limited to, all relevant facts, circumstances, dates, times, places, statements and witnesses.
2. Any employee desiring to file an appeal must do so within five (5) working days after being notified that they have been warned/reprimanded, suspended or demoted. Appeals not filed within the designated time frames shall not be considered.
3. Upon receipt of the appeal, the CSA or designee shall hold a hearing within ten (10) working days after the appeal or referral and render a decision that either supports or dismisses the appeal within ten (10) days of the hearing. Written notice of the time and place of the hearing shall be mailed to the employee five (5) days before the hearing. The CSA or designee 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. If the subject of an appeal is a warning/reprimand not initially imposed by the CSA or designee, the CSA designee decision is final. There is no further appeal. If the subject of the appeal is other than a reprimand/warning or if the CSA or designee initiates the reprimand/warning, then appellant may proceed to the next appeal level.
4. If the appeal is still not satisfactorily resolved by the CSA or designee in writing, the employee(s) may request the Board to add the complaint to the next regular Board meeting. This request must be made within ten

(10) working days and through the CSA or designee. The Board may decide to affirm, modify or dismiss the decision or schedule a hearing before the Board or a hearing officer. The Board shall determine who will hear the appeal. The Board's decision shall be provided to the appellant and CSA or designee in writing within ten (10) business days of the regular Board meeting at which the appeal was submitted. If the Board elects to hold a hearing, it shall provide written notice of the hearing, including the time and place of the hearing, to the appellant within ten (10) business days of the regular Board meeting at which the appeal was submitted. Any such hearing shall be scheduled within fifteen (15) business days of the regular Board meeting at which the appeal was submitted. 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.

5. All decisions by the Board shall be final.

## **ARTICLE VIII. TERMINATION OF EMPLOYMENT**

Any employee who substantially violates the policies of the school board or who acts against the interest of the school may be terminated.

Probationary Employees: This section does not apply to probationary employees.

Relief from Duty: Nothing in this rule shall preclude the CSA or designee from immediately placing an employee on administrative reassignment pending implementation procedures under this rule, but no pay shall be withheld for such period.

Non-Renewal: Failure to renew the contract of an employee who was under contract for a specific period of time shall not be considered a dismissal or a disciplinary action. An employee shall have no right to appeal a non-renewal contract.

### **Section 8.01 Voluntary Termination (Resignation)**

6. Employees are requested to give at least thirty (30) days written notice of their intent to resign.
7. Earned compensatory time and accrued leave may be requested on a day-to-day basis during the final thirty (30) days of employment.
8. An employee who has submitted a letter of resignation shall 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, unless otherwise mutually agreed between the Board and the employee. However, the Board may at any time dismiss an employee as otherwise provided in this Manual.

9. 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 CSA or designee.
  - b) The CSA or designee shall place the resignation on the agenda for Board review at the next scheduled Board meeting.
  - c) The employee shall be notified of when the 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.
  - e) The immediate supervisor shall account for all school property issued to the employee before the effective date of the resignation.
  - f) The CSA or designee 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 CSA or designee 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 CSA or designee shall note in writing that all school property issued has been accounted for and has taken steps to initiate repayment/receipt of property and that the final pay check can be released by the School.
  - h) If employee resigns after a training, employee is required to pay back for training/travel expenses.

## **Section 8.02 Involuntary Termination (Dismissal Other Than Layoff/Reduction-in-Force)**

1. Probationary employees are employees-at-will and may be terminated at any time, with or without cause. Probationary employees have no right to appeal their dismissal.
2. Non-probationary 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 work place 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.

3. Involuntary Dismissal Procedures (other than Layoff/Reduction-in-Force)

- a) Dismissal of an employee may be recommended by the CSA or designee. The CSA or designee will draft a notice of intent to terminate letter setting forth the reasons for the recommendation for termination and citing the specific policy violations violated by the employee. A copy of this notice of intent to terminate letter will be hand delivered or mailed by certified mail to the employee.
- 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 CSA or designee as to whether reasonable cause exists to terminate the employee.
- c) If the Board after reviewing the notice of intent to terminate letter and after receiving the recommendation from the CSA or designee, believes that adequate cause exists to terminate the employee, the employee will be sent by personal delivery or through certified mail a letter from the Board terminating the employee and setting forth the reasons for the termination and citing policies violated by the employee. The termination will become effective five (5) working days after the letter is sent unless the employee appeals the termination decision to the Board within the five (5) working days.
- d) If the employee appeals the termination to the Board, the employee will continue as an employee of the School pending the outcome of the termination appeal.
- e) Once the Board receives the termination appeal, the Board will hold a meeting to hear the employee's appeal. The Board, at its discretion, may designate a hearing officer to hear the appeal.
- f) The hearing on the dismissal appeal may, at the option of the employee, be done in executive session. If the employee does not opt to have the hearing in executive session, the hearing will be at an open public meeting.
- g) At this hearing the CSA or designee shall present the termination against the employee and will present to the Board witnesses and other exhibits pertaining to the termination letter. The CSA or designee may be represented by counsel.
- h) The employee shall thereafter present witnesses and documentation with regard to the termination letter. The employee may be represented by counsel.
- i) All testimony shall be taken under oath, the proceeding shall be tape recorded, and both sides shall have a right to cross-exam the other side's



witnesses. Formal Rules of Evidence shall not apply and the Board will allow in any evidence that is relevant and non-repetitive.

- j) Either side may be represented by counsel at the party's own expense.
- k) After both sides have presented their case, both sides will be allowed a brief closing argument.
- l) After both sides have presented closing argument, the Board shall deliberate and decide to: 1) uphold the termination; 2) reject the termination; 3) impose a lesser disciplinary action.
- m) The decision of the Board shall be final and effective immediately.
- n) Pending action by the Board, an employee may be placed upon administrative leave with pay and with full benefits if, in the opinion of the CSA or designee, it is appropriate and in the best interest of the School.

### **Section 8.03 Layoff/Reduction-in-Force**

This provision relates to any involuntary employment termination for non-disciplinary reasons initiated by the organization due to economic need, insufficient federal funding, changing program needs, a reduction in student count, reductions in work load or other factors which, in the sole discretion of the Board, render such action prudent and in the best interest of the School. The CSA or designee shall notify the Board when funding or workload circumstances require a layoff/reduction-in-force, and shall submit a layoff/reduction-in-force plan to the Board.

In developing such plan, whether during the academic year or at the time for contract renewal decisions, the CSA or designee shall give preference in retention to positions essential to the administration and operation of the School. In considering the CSA or designee's plan, the Board shall also give preference in retention to such positions.

The CSA or designee and the Board shall also consider the following factors in making layoff/reduction-in-force decisions, whether during the academic year or at the time for contract renewal decisions:

1. The best interest of the school and the educational mission of the school.
2. Importance to the School of position held
3. Quality of service to the School
4. Length of service to and employment with the School

The Board shall give all affected employees prior written notice of any anticipated layoff or reduction in force.

## **Section 8.04 Reinstatement**

Any employee affected by a reduction in force will be reinstated pursuant to the Personnel Policies and Procedures of School (i.e. Selection Procedures) and qualifications for the position. Such reinstatement may occur only within the contract year in which the layoff or reduction in force occurred.

## **Section 8.05 Disability**

Upon written verification of a medical doctor that an employee is unable to perform the duties and responsibilities in the employee's job description and all leave has been used and alternative employment is not available or possible, said employee may be terminated.

Extended benefits may be available to the employee under the health and hospitalization policy then in force, federal law, such as the Family Leave Medical Act, and/or applicable Workmen's Compensation provisions.

Salary and benefits will terminate automatically on the day all leave benefits have been expended. After expiration of employment, and up to one (1) calendar year after the date of said expiration, the employee will be entitled to preferential consideration for any position for which he or she is qualified and able to perform the necessary duties.

# **ARTICLE IX. STUDENT POLICIES AND PROCEDURES**

## **Section 9.01 Statement of Fundamental Policy**

MDS believes that standards for student behavior must be set cooperatively through interaction among the students, parents/guardians, staff and community members, producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for school and community property on the part of students, staff and community student policies and procedures.

MDS believes that school and life which benefits students and enhances their educational efforts is a product of rights and responsibilities which all must follow in order that students study and learn in harmony. Student rights and responsibilities are set forth in this Manual. The Manual explains what each student is entitled to expect, as well as responsibilities each student must accept and possible consequences for failing to act within these policies and procedures.

A student violating School policies and rules will be held accountable for his/her behavior or actions and is subject to disciplinary action as set forth herein. The penalty for an infraction may include, but is not limited to restrictions, suspension, and/or expulsion.

## **Section 9.02 Enrollment**

Any student who is a resident of the MDS District and who meets the age requirements established by the Board and Ordinance #36 may be admitted to MDS.

Grade placements shall be the responsibility of the CSA or designee, and be based on general achievement, consideration being given to the mental, physical, emotional, and social maturity of the child. Students transferring into MDS will be placed at the same grade level in the school from which they transferred. (Example: If a school recommends retention, MDS will honor recommendation.) In addition, children transferring, as well as continuing pupils, may be reduced or advanced in grade. The CSA or designee shall be guided by the recommendation of teachers and consult with the parents/guardians of the pupil before the transfer or placement of a child is made.

## **Section 9.03 Admission, Required Age**

Admission of children for enrollment to MDS shall be as follows:

1. A child is eligible for admission to Kindergarten, if the child is five years old on or before September 1<sup>st</sup> of the current school year.
2. A child is eligible for admission to First Grade, if the child is six years old on or before September 1<sup>st</sup> of the current school year.

## **Section 9.04 Students' Rights**

Students at the School have and shall be accorded the following rights:

- The right to an education.
- The right to be free from unreasonable search and seizure of their person and property, to a reasonable degree of privacy, and to a safe and secure environment.
- The right to freely express their spirituality and culture in a manner that does not infringe on the rights of others.
- The right of freedom of speech and expression so long as the speech and expression does not unreasonably disrupt the educational process or endanger the health and safety of the student and others.
- The right to freedom of the press, except where material in student publications is libelous, slanderous, obscene or harmful to other students, staff or the School's mission.
- The right to freedom from discrimination.

## **Section 9.05 Students' Responsibilities**

General student responsibilities are as follows:

- To attend all classes each day except when ill or properly excused.
- Allow others the freedom to learn without upsetting the classroom.
- To not bring anything to school that is forbidden by law such as alcoholic beverages, drugs, weapons or stolen property.
- To fully comply with all of the School's policies, procedures and rules.
- To express their own religion and culture in a manner that is not prohibited by law or violative of other individual's rights.
- To express opinions and ideas respectfully so as not to slander or offend others and to understand that others should be allowed to express their ideas.
- To not discriminate against others.

## **Section 9.06 General Rules**

1. Students are to attend classes on weekdays, except for holidays. A routine attendance check will be enforced by School staff.
2. Students must comply with the School's policies, procedures, rules and regulations established by the School at all times.
3. Use of tobacco products is prohibited. This includes possession, use, distribution or selling of the products.
4. The possession, use, distribution or selling of drugs, alcohol and controlled substances is prohibited. Law enforcement and parents will be notified immediately of any violation of this rule.
5. All visitors must sign in and sign out at the front office and are required to obtain a pass before visitation.
6. Students, staff and visitors are to maintain buildings in good condition. Vandalism or property damage will not be tolerated. Law enforcement will be notified. Students causing property damage and their parents will be held responsible for all costs necessary to repair or replace said damage.
7. Stealing from students, school, and staff is prohibited. Law enforcement will be notified in the event of a theft.

8. Due to health, safety, and welfare factors, roller skates, roller blades, and skateboards are prohibited on campus.
9. Students will obey all safety signs and rules posted on and around school campus.

### **Section 9.07 Student Dress Code**

The School believes that students should take pride in their attire and dress appropriately. In addition to the following guidelines, students should dress in a manner that takes into account the educational environment, safety, health and welfare for others. The following guidelines are provided to assist students, staff and parents in determining what “is” and what “is not” appropriate with respect to student attire. Failure to abide by the dress code may result in disciplinary action.

1. Only shorts and skirts that are hemmed and no shorter than three inches above the knee may be worn.
2. Sagging is prohibited. Sagging is wearing the pants on the hips or below which would allow underwear to show.
3. Clothing such as bare midriffs, halter-tops and spaghetti straps is unacceptable. See-through clothing is prohibited.
4. “Homie” T-shirts and other types of clothing that displays gang-style pictures, slogans or symbols are prohibited (i.e. “8-Ball,” “South Side,” “Low Rider”).
5. Any type of jewelry or body adornment presenting a health and/or safety hazard to self or others is prohibited (i.e., nose ring, excessive earrings, body studs, tattoos—all existing tattoos must be covered).
6. Chains worn on the outside of the pants, hanging down and connected to a wallet are not allowed. These items will be confiscated, if found.
7. Any clothing or jewelry that symbolizes drugs, alcohol, sex, Satanism, tobacco, or any lewd act is expressively forbidden. This includes profanity or defamatory writing on clothing or jewelry.
8. Gang-related personalization of any sort is not permitted on hats, clothing, or one’s person. This includes anything worn or carried on campus. Any type of clothing or headgear which promotes gang activities or is worn in a manner that promotes gang activities is prohibited.
9. Shoes must be worn at all times. Close-toed shoes must be worn for any type of physical activity, such as recreation.
10. Sunglasses are to be worn outside only.

## Section 9.08 Attendance

Students are required by Hopi law to attend school. It is important that students attend school every day. It is difficult to teach students and it is difficult for students to learn unless the student attends school regularly. If a student is sick, has a death in the family, must attend a religious ceremony or has another legitimate excuse that keeps the student from attending school, the student must do the following:

1. On the day following any absence, and at the beginning of the school day, bring and deliver to the student's teacher(s) a note from and signed by the student's parent, guardian, performing medicine man or doctor which explains the reasons for the student's absence. If the note is sufficient and establishes a legitimate excuse for the absence as defined herein, the absence will be "excused" and the student will be allowed to make up their school work.
2. Immediately upon returning from an excused absence, the student must ask the student's teacher(s) for any missed assignments and makeup work. The student must then promptly complete and turn in any missed work or assignments so they are not behind.

Excessive student absenteeism will result in: (a) parent notification; (b) retention; and (c) referral to tribal Child Protection Services.

Students are required to be in school a minimum of one hundred sixty (160) days per school year. There are approximately one hundred eighty (180) days of school in a school year. Students with perfect attendance at the end of each quarter are honored. All students are required to attend classes when school is in session. A student who was absent from school without reason will have their parents immediately contacted by the registrar. If a student misses 3 consecutive days, parents will be contacted by the registrar. If no contact is made after the 3<sup>rd</sup> day, a home visit will be made by the Parent Liaison. Students, who are absent ten (10) days in a school year, are required to have a parent conference with the CSA or designee. After fifteen (15) days of absences in a school year, a warning letter will be sent to the parents regarding a student's absences. A student, who has reached a total of twenty (20) days of absences, whether it be excused or unexcused, will meet with the CSA or designee to be placed on an attendance contract. The School will drop or possibly retain in grade a student with more than twenty (20) days absences or 10 consecutive days.

Three tardies will equal one (1) absence. After the third (3<sup>rd</sup>) day of absence, a doctor's statement will be required.

## Section 9.09 Grading

Students shall receive grades based upon a four (4) point scale as follows:

A	=	Excellent	=	4
B	=	Above Average	=	3
C	=	Average	=	2
D	=	Below Average	=	1

F = Failing = 0

An “I” may be given to indicate incomplete work. The makeup work must be completed within two (2) weeks or the “I” converts to a “F.”

### **Section 9.10 Report Cards**

Report cards are issued every first, second and third nine (9) weeks throughout the school year. Parent/teacher conferences are scheduled to coincide with the first and third nine-week periods and parents/guardians will receive their child’s report card at these conferences. The fourth nine-week period report cards will be mailed to parents/guardians. A copy will be placed in the Cumulative file, a request for a copy can be made through the Registrar.

### **Section 9.11 Promotion or Retention**

The decision to promote a student to the next grade or retain a student shall be made by the combined efforts of the student’s teacher(s), the CSA or designee and the parent/guardian along with supporting documentation. The CSA or designee will make the final decision to promote or retain a student.

- At the end of the first grading period, teachers will discuss with parents the area(s) the child is experiencing problems and provide the parents with strategies to use at home. In addition, the teacher will document strategies to be implemented with the student. The Teacher shall turn in a copy to the office to be filed.
- At the end of the 2<sup>nd</sup> grading period students who are still achieving below expectations will meet with the teacher, parent, student, Teacher Supervisor, and CSA or designee. Additional actions will be discussed to assist the student. This will be considered the second notice. The Teacher shall turn in documentation of the meeting to the office to be filed.
- By the end of the 3<sup>rd</sup> grading period, written notification of possible retention will be sent to a student who is not achieving at expected levels and his/her parent. No student shall be retained if prior actions have not involved the parent or documented justifiable reasons for the lack of parental involvement.
- In case of a student enrolled in special education, the decision to promote or retain will be on a case-by-case basis, consistent with the individualized education plan and in accordance with applicable regulations.

The decision of whether to promote a student to the next grade or retain them in the same grade shall be made by the combined efforts of the student’s teacher(s), the Promotion/Retention Committee, CSA or designee and the parent/guardian. Efforts will be made to ensure the appropriate grade placement for each individual student. The CSA or designee shall attempt to reach a consensual decision on promotion or retention; however, if this does not occur, the CSA or designee shall make the decision to promote or retain the student and the CSA or designee’s decision shall be final.

## **Section 9.12 AWOL (Absent Without Leave)**

In AWOL cases, the School will attempt to notify the student's parents. After the notification or attempted notification of the student's parents, the School will request assistance in locating the student from search and rescue teams and law enforcement agencies.

Students who have been AWOL are subject to disciplinary action as set forth herein or as determined by the administration.

## **Section 9.13 Bus Safety and Rules**

At any time when the School provides bus transportation to the students, students shall:

1. Be ready to board the bus on time.
2. Stand twelve (12) feet away from the road where the bus stops.
3. Wait until the bus comes to a complete stop to board the bus.
4. Assist in keeping the bus safe and clean at all times.
5. Never stick hands, arms, or any part of the body out of the windows.
6. Never experiment or tamper with bus or any of its equipment. Damage by a student to the bus will be paid for by the student and/or the student's parents.
7. Keep personal possessions out of the aisle.
8. Never throw anything in the bus or out the window.
9. Remain in seats until the bus comes to a complete stop and not engage in disorderly behavior and obscene language. Students may be assigned seats if they misbehave or it is otherwise necessary.
10. Be courteous to fellow students and bus drivers.
11. Not smoke or chew tobacco in a school bus.
12. Students are to ride their assigned bus to and from the School every day. A student will only be excused from riding the bus if the student provides and turns in to the School office, at least thirty (30) minutes prior to the scheduled bus departure, a written note from the student's parent requesting that the student be excused from riding the bus that day and providing a reason for the change. Each note must be written, signed and dated by the parent.

It is the parent's responsibility to promptly pick-up their students at bus drop-off sites. Kindergarten and First grade students are required to have an adult present



at drop off after School. Buses will not remain at drop-off sites after students have disembarked from the bus. Bus drivers are required by school policy to drop off students at designated sites only and to leave the drop-off site immediately after the students disembark from the bus. These rules apply for regular bus runs and activity runs.

Activity bus runs (bus service associated with a school extra-curricular activity) will be conducted pursuant to the above noted policy. A block time (range of time) will be established and publicized for each activity bus service. It shall be the parent's responsibility to become informed of this block time (either by calling the School, or otherwise obtaining the times) and to be at the site during that range of time. If the bus should be late, it is the parent's responsibility to wait for its arrival. Inclement weather and other conditions may make it impossible to arrive at the site at the scheduled time. If parents fail to pick-up their students at the site at the appropriate time, two (2) times within the school year, the student may be dropped from the activity.

It remains the parent's responsibility to insure that their student is picked-up at the time that the student disembarks from the bus. It is impossible for the School to adjust for each individual student; therefore, school bus drivers are under orders to drop-off students at the designated points at the designated times and proceed with their duties. To reiterate, it is then the parent's responsibility to pick-up their child/student at that point, at that time.

### **Section 9.14 Property Damage**

Any damage to School property by a student will be the responsibility of the student and the student's parent. The student and parent shall pay for any replacement and/or repair costs. Any such damage shall be paid within ninety (90) days of notice to the parent of the damage and amounts. If payments are not received within the above-stated ninety (90) day period transportation will not be provided until the debt is cleared. Disciplinary action will apply to incidents of property damage. Law enforcement will be notified.

### **Section 9.15 Personal Items**

Electronic devices such as Cellular Phones, iPods, iPads, CD players, and other portable electronic games are not permitted at school. Students are solely responsible for any personal items they bring to the School. The School is not responsible for any lost, loaned, damaged or stolen items. A student's personal items may be confiscated by the staff if they or their use is deemed unsafe or if they are disruptive to the educational process.

### **Section 9.16 Cafeteria**

The cafeteria provides meals for students on campus and on some field trips. Students are counted for each meal they eat.

Students are expected to use good table manners and to behave appropriately in the dining room. Students shall assist in maintaining a clean and attractive cafeteria.

**A. Cafeteria Rules**

Students shall:

1. Walk, not run, in the cafeteria area.
2. Sit on chairs only.
3. Use good manners.
4. Maintain all tables, seats, and walls in good condition.
5. Discard gum and wrappers in the trash can. (Students shall not stick gum under the tables.)
6. Be courteous toward fellow students, staff and visitors.
7. Not engage in horseplay or roughhousing.
8. Leave all food and drinks in the cafeteria.
9. Use dinnerware as eating utensils only.
10. Caps, hoods, hats are not allowed to be worn in the school buildings or cafeteria.

**Section 9.17 Extracurricular Activities**

The School offers a variety of extracurricular activities. These may include: volleyball, cross-country, basketball, flag football, softball, baseball, Student Council, cheerleading, etc. The sports usually include junior varsity and varsity teams. Students must be academically eligible to participate in extracurricular activities and school-related/off-campus activities.

The School has a Student Council. The Student Council gives students an opportunity to organize in a meaningful and effective way. The purpose of the Student Council is to create good relationships between the members of the student body, staff, administration and the community and to teach leadership and develop pride in the School. Students are encouraged to support and participate in the Student Council and its activities.

A number of student clubs and organizations exist within the school for students' interest. Membership in clubs and organizations is open to all students. All students are encouraged to join School clubs and organizations. Students wishing to form a club, which the School does not have, must apply to Student Council and Administration for permission to organize the club.

**Section 9.18 Sports Award Assembly**

1. If funding is available, the School may sponsor two (2) sports award assemblies each school year. These award assemblies will be held to honor and present awards

to participants.

### **Section 9.19 Students with Disabilities/Section 504 of the Rehabilitation Act of 1973**

The School will provide facilities for students with disabilities pursuant to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, et seq. Said facilities may only be utilized by students with disabilities as set forth in Section 504.

### **Section 9.20 Health Policies**

A. General. Comprehensive health care remains the responsibility of the student's parent(s) and/or guardian(s). Students may be referred to the Clinic.

The School does not assume responsibility for treating any student who appears to be under the influence of any drug, chemical, alcohol or any other intoxicating substance. The school will call emergency medical services. However, it reserves the right to administer emergency first aid treatment in the above circumstances.

In the event of an illness or injury during the school day, students will be taken home to their parent(s) regarding such illness or injury.

B. Harm or Threat to Self. If a staff member believes, or a student reports to a staff member that a student may be depressed or may do harm to himself/herself or has threatened to do harm to himself/herself, the Counselor or CSA or designee shall immediately contact the IHS health psychiatrist in the counseling department of IHS at telephone number (\_\_\_\_\_) and shall thereafter immediately contact the supervisor on duty and the CSA or designee. In such situations, the School will undertake immediate intervention and make immediate referral for assistance.

C. Medication. For students who do not have IEPs or 504 plans that require otherwise, it will be the responsibility of the parent/guardian to administer the medication during the school day in absence of a school nurse. In the absence of a specific requirement in an IEP or 504 plan, school personnel will not administer medication.

D. Dental. When a student complains of a toothache, the parent/guardian will be notified.

### **Section 9.21 Grooming/Personal Hygiene**

1. Acceptable personal hygiene (shower, brush teeth, etc.) is the student's responsibility.
2. It is the parent's responsibility to treat their student(s) for hair lice and nit infestation. After the initial treatment the student(s) may return to school.

3. Self-mutilation (tattoos, excessive body piercing, rub-scratching into skin with erasers, fingernails or others), or assisting, encouraging or performing such acts on or by other students, is prohibited and will subject the student to discipline.
4. It is each student's responsibility to inform the teacher or CSA or designee of illness/injury.
5. The loaning of personal clothing items to another is prohibited.

## **Section 9.22 Social Interaction**

Students are expected to behave and conduct themselves in an appropriate manner on campus and in public. Inappropriate behavior, such as cursing, throwing hand gestures, and indecent or excessive displays of affection (petting, kissing), are prohibited. School staff is expected to counsel students who are not adhering to these rules.

## **Section 9.23 Prohibition of Harassment, Intimidation and Bullying**

### **1. Purpose**

MDS prohibits acts of harassment, intimidation or bullying.

A safe and civil environment in school is necessary for students to learn and achieve high academic standards; harassment, intimidation or bullying, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to educate its students in a safe environment; and since students learn by example, Principals, faculty, staff and volunteers should be commended for demonstrating appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment, intimidation or bullying.

### **2. Definition of Harassment, Intimidation or Bullying**

"Harassment, intimidation or bullying" means any gesture or written, verbal or physical act that takes place on school property, at any school-sponsored function or on a school bus and that:

Is motivated by:

- a. Any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability; or,
- b. Any other distinguishing characteristic; or,

The desire to or which has the effect of exercising or imposing members.

MDS believes that the best discipline is self-imposed, and that it is the responsibility of staff to use disciplinary situations as opportunities to help students learn to assume and accept responsibility for their behavior and the consequences of their behavior. Staff members who interact with students shall apply best practices designed to prevent

discipline problems and encourage students' abilities to grow in self-discipline.

- c. undue and inappropriate power, authority, influence and/or control over another(s).

And which:

- a. A reasonable person should know, under the circumstances, that the act(s) will have the effect of harming a student or damaging the student's property, or placing a student in reasonable fear of harm to his person or damage to his property; or
- b. Has the effect of insulting or demeaning any student or group of students in such a way as to cause substantial disruption in, or substantial interference with, the orderly operation of the school or the students' health, safety and welfare.

### **3. Expected Behavior**

MDS expects students to conduct themselves in keeping with their levels of development, maturity and demonstrated capabilities with a proper regard for the rights and welfare of other students and school staff, the educational purpose underlying all school activities, and the care of school facilities and equipment.

### **4. Discipline**

In determining the appropriate response to students who commit one or more acts of harassment, intimidation or bullying, several factors will be considered including, but not limited to, the developmental and maturity levels of the parties involved, the levels of harm, the surrounding circumstances, the nature of the behaviors, past incidences or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Concluding whether a particular action or incident constitutes a violation of this policy requires a determination based on all of the facts and surrounding circumstances. It is only after meaningful consideration of these factors that an appropriate consequence should be determined, consistent with the case law, Federal and Hopi law and custom, regulations and policies, and school policies and procedures. Consequences and appropriate remedial action for students who commit acts of harassment, intimidation or bullying may range from positive behavioral interventions up to and including suspension or expulsion.

### **5. Recommended Penalties for Violation of this Section, Actual Penalty may Differ Depending on Facts and Circumstances**

#### **1<sup>st</sup> Offense**

- a. A written warning.
- b. Meeting with the student advisor or other designated staff to establish a behavior plan.
- c. Orientation session regarding student behavior policies and how their conduct

violated the policies. The student shall write an acknowledgement of the policy, their conduct which violated the policy, and their commitment not to further violate.

- d. Other disciplinary action which is appropriate under the circumstances.

#### 2<sup>nd</sup> Offense

- a. I.S.S.
- b. Behavior Contract
- c. Other disciplinary action which is appropriate under the circumstances.

#### 3<sup>rd</sup> Offense and Continuing Offenses

- a. Suspension or Expulsion
- b. Other disciplinary action which is appropriate under the circumstances.

### **6. Requirement to Report Incidents of Harassment, Intimidation or Bullying**

The Principal or the Principal's designee is responsible for receiving complaints alleging violations of this policy. All school employees are required to report alleged violations of this policy to the Principal or the Principal's designee. All other members of the school community, including students, parents, volunteers and visitors, are encouraged to report any act that may be a violation of this policy. While submission of a written report is not required, the reporting party is encouraged to do so. Oral reports also shall be considered official reports. Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report.

### **7. Investigations**

The Principal and/or the Principal's designee is responsible for determining whether an alleged act constitutes a violation of this policy. In so doing, the Principal and/or the Principal's designee shall conduct a prompt, thorough and complete investigation of the alleged incident.

### **8. Response to Allegations**

Some acts of harassment, intimidation or bullying may be isolated incidents requiring that the school respond appropriately to the individuals committing the acts. Other acts may be so serious or parts of a larger pattern of harassment, intimidation or bullying that they require a response either at the classroom, school building or school level or by law enforcement officials.

Consequences and appropriate remedial actions for students who commit an act of harassment, intimidation or bullying range from positive behavioral interventions up to and including suspension or expulsion.

In considering whether a response beyond the individual level is appropriate, the Principal or the Principal's designee will consider several factors including, but not

limited to, the nature and circumstances of the act, the level of harm, the nature of the behavior, past incidences or past or continuing patterns of behavior, and the context in which the alleged incident(s) occurred. Institutional (i.e., classroom, school building, school district) responses can range from school and community surveys, to mailings, to focus groups, to adoption of research-based bullying prevention program models, to training for certificated and non-certificated staff, to participation of parents and other community members and organizations, to small or large group presentations for fully addressing the actions and the school's response to the actions, in the context of the acceptable student behavior and the consequences of such actions and to involvement of law enforcement officers, including school resource officers.

#### **9. Prohibition Against Retaliation**

The school prohibits reprisal or retaliation against any person who reports an act of harassment, intimidation or bullying. The consequence and appropriate remedial action for a person who engages in reprisal or retaliation shall be determined by the Principal or the Principal's designee after consideration of the nature and circumstances of the act, in accordance with case law, federal and Hopi statutes and regulations and school policies and procedures.

#### **10. False Accusations**

Consequences and appropriate remedial action for a student found to have falsely accused another of harassment, intimidation or bullying range from positive behavioral interventions up to and including suspension or expulsion. Consequences and appropriate remedial action for a school employee found to have falsely accused another of harassment, intimidation or bullying shall be disciplinary action, up to and including, termination. Consequences and appropriate remedial action for a visitor or volunteer, found to have falsely accused another of harassment, intimidation or bullying shall be determined by the Principal or the Principal's designee after consideration of the nature and circumstances of the act, including reports to appropriate law enforcement officials.

### **Section 9.24 Sexual Harassment**

The School is committed to maintaining a learning environment that is free of harassment. MDS prohibits the unlawful sexual harassment of any student by any employee, student or other person at school or at any school-related activity.

The Principal or designee shall ensure that students receive age-appropriate information related to sexual harassment. The Principal is the School's Title IX Officer and Sexual Harassment Officer. Students shall be assured that they need not endure any form of sexual behavior or communication. They shall further be assured that they need not endure, for any reason, any harassment which impairs the educational environment or a student's emotional well-being at school.

Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action. The disciplinary action shall depend on the maturity of the students and the circumstances involved and may include suspension and/or expulsion.

Students are informed that they should immediately report any incidents to either teacher, the Principal or their designee if they believe they are being harassed. Any student, or parent on behalf of the student, who feels that he/she is being sexually harassed may pursue the complaint in an informal process or may file a formal complaint with the School. Within 24 hours, staff shall report complaints of sexual harassment to the Principal or his/her designee who will immediately log the complaint. Staff shall similarly report any such incidents they may observe even if the harassed student has not complained.

The Principal, or designee, shall immediately investigate any report of the sexual harassment of a student. If a more extensive investigation is necessary, the School may utilize an outside investigator who shall serve as a fact-finder. Upon verifying that sexual harassment occurred, the School Principal shall ensure that appropriate action is promptly taken to end the harassment, address its effects on the person subjected to the harassment, and prevent any further instances of harassment.

The School prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be kept confidential to the extent possible, within legal constraints, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

#### **1. Definition**

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature. Types of conduct which are prohibited in the School and which may constitute sexual harassment include, but are not limited to:

- a. Unwelcome sexual flirtations or propositions.
- b. Sexual slurs, leering, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions.
- c. Graphic verbal comments about an individual's body, or overly personal conversation.
- d. Sexual jokes, notes, stories, drawings, pictures or gestures.
- e. Spreading sexual rumors.
- f. Touching an individual's body or clothes in a sexual way.
- g. Cornering or blocking of normal movements.
- h. Displaying sexually suggestive objects in the educational environment.
- i. Any act of retaliation against an individual who reports a violation of the School's sexual harassment policy or who participates in the investigation of a sexual



harassment complaint.

Each school staff person has the responsibility of maintaining an educational and work environment free of sexual harassment. This responsibility includes discussing the School's sexual harassment policy with his/her students and/or employees and assuring them that they are not required to endure sexually insulting, degrading or exploitative treatment or any other form of sexual harassment.

## **2. Responsibility**

- a. Any employee having knowledge of conduct by another employee, volunteer, student or individual in the School community which may constitute sexual harassment of students is required to immediately report such conduct to any of the individuals specified in this policy.
- b. Employees are hereby placed on notice that if any employee engages in acts which the School determines to be acts of sexual harassment, such acts are outside of the course and scope of the employee's employment. Such conduct may result in the employee having to obtain his or her own legal counsel, and sexual harassment or unlawful discrimination may result in a money judgment against the employee personally.
- c. Private, personal, consensual conduct may at some point become unwelcome. Any student advised that a fellow student now believes certain conduct to be unwelcome shall cease such conduct immediately. Any conduct of a sexual nature following such notice may be determined to be sexual harassment. Students who participate in a consensual relationship, and who at some point wish to discontinue the relationship, should tell the other participant, either verbally or in writing, that the conduct is no longer consensual or welcome and therefore all such conduct must cease.
- d. All employees shall cooperate with any investigation of any alleged act of sexual discrimination/harassment conducted by the School or by an appropriate investigator or federal agency. No employee of the School shall take any action to discourage a victim of harassment from reporting such an instance.

## **3. Confidentiality**

A report of sexual harassment or intimidation and the investigation are to be kept in strictest confidence, where practical, and to the degree permitted by law and the School's policies, for the protection of all parties involved.

## **4. Investigation and Action Procedure**

- a. After receiving a report or grievance, an individual, as designated by the CSA or designee, shall conduct an investigation and make written recommendation within fifteen (15) days to the CSA or designee. In determining whether alleged conduct constitutes sexual harassment, the Principal will consider many items, including the facts of the allegation, case law, Hopi, and federal laws, customs and regulations, the School's policy prohibiting sexual harassment and intimidation, any past behavior, any training the accused individual has received and other items as

appropriate.

- b. Upon receipt of a recommendation from the designee that reasonable suspicion exists to credit the allegations of sexual harassment or intimidation, the CSA or designee may take action based on the report/recommendation, or the CSA or designee may conduct his or her own investigation into the charges. The CSA or designee may appoint an outside investigator to conduct the investigation.
- c. Such investigation must be completed within thirty (30) days of receipt by the CSA or designee of the recommendation from the designee.
- d. Pending such an investigation, the CSA or designee may take any action necessary to protect the alleged victim, or other employees or students, consistent with requirements of applicable regulations and statutes.
- e. Consistent with the requirements of applicable regulations, statutes or policies, the CSA or designee may take such action deemed necessary and appropriate after the completion of the investigation.
- f. The final disposition of the case may be by action of the Education Board if there is a recommendation for non-renewal or employment termination, or suspension or expulsion.

## **5. Sanctions**

A substantiated charge against an employee of the School shall subject the employee to disciplinary action in accordance with any appropriate employee contract, up to and including, discharge. A substantiated charge against a student shall subject that student to student disciplinary action, including suspension or expulsion, consistent with the School's student discipline policy.

## **6. Remediation**

A plan will be developed to provide student and staff victims and witnesses of harassment with counseling and other support services to help them cope with the effects of harassment or intimidation.

Names, office locations and phone numbers of persons to contact for further information or assistance on how to use this policy:

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## **Section 9.25 Telephone**

Office phones are for school use only. The only exception to use an office phone would be in cases of emergency, with permission from the staff.

## **Section 9.26 Courtesy at Activities**

Students and visitors to the School shall conduct themselves in a courteous manner at all school functions. This means no booing, name calling, throwing objects, inappropriate whistling, cursing or other improper behavior.

## **Section 9.27 Check-Out Procedures**

Parents or legal guardians of students must designate those persons who are authorized to check out their children on the student check out forms. No phone calls or notes will be accepted for check out authorization.

Students will not be checked out to a person who appears to be under the influence of alcohol or drugs.

No other check-out restrictions will be enforced against parents/guardians, unless they are ordered by Social Services, law enforcement or court order.

**NOTE:** A person checking out a student should be prepared to show proper identification.

The School reserves the right to deny a check-out if, in the School's opinion, such check-out appears to compromise the personal safety or welfare of the student. If the check-out is to be denied, it will be the responsibility of the Registrar to hold a meeting with the CSA or designee, the parent and the student to discuss the matter. The parents are to be advised in writing if the privilege is denied.

## **Section 9.28 Fire/Emergency Evacuation Plan**

Staffs are responsible for developing a written building evacuation plan and informing staff and students of that plan. The fire evacuation plan exists to prevent confusion and accidents. The general procedures for evacuation from the building will be contained in the Emergency Safety Plan and COOP Plan which will be distributed to all staff at the beginning of each school year.

Bus evacuation drills will be conducted three (3) times per year and may occur off campus.

Fire drills are to be conducted once a month during the day. The administrator conducting the fire drill will ensure that security goes from room to room to ensure that all staff and students have evacuated the building.

The staff shall report any safety issues or problems to the CSA or designee or Facility Management Technician. The CSA or designee shall provide said reports to the Board and ensure that corrective action is taken.

A fire drill report shall be filled out by the Facility Management Technician or CSA or designee, in the absence of the Facility Management Technician.

**NOTE:** Tampering with fire alarm and sprinkler system are federal offenses. Proper authorities will be notified.

## **Section 9.29 Student Discipline**

Appropriate behavior is a necessary prerequisite to learning. Therefore, each student must conduct himself/herself properly and in accordance with school rules, regulations, and policies at all times. Each employee of the School is responsible for helping to enforce proper student conduct.

Cooperation between parent(s), legal guardian(s) (hereinafter “parents”) and the School is essential to positive, effective student discipline. To facilitate and further this cooperation, the School will:

- ◆ Inform parents of situations that may be developing prior to the need for disciplinary action whenever possible.
- ◆ Develop and distribute to parents clearly-stated discipline policies, rules, and regulations.

Students must accept responsibility for their conduct. The School will assist parents whenever possible by recommending services and agencies that may be of assistance in correcting unacceptable student behavior. However, ultimately parents must assume the responsibility for the conduct of their children.

The following infractions are considered unacceptable and a cause for disciplinary action. The following infractions are broad in scope and call for the administration and/or Board to exercise discretion (within the law and policies) based upon the facts and circumstances of individual cases in terms of what appears best for the students and School. This list is not meant to exclude other infractions that might occur that could jeopardize the health, safety, or welfare of others or interfere with the educational process.

### **A. Infractions Against Public Order**

1. Public nuisance
  - a) Explosives
  - b) Making bomb threats
  - c) Setting off false fire alarms
2. Loitering/trespassing
3. Disorderly conduct
  - a) Disturbing a school meeting, activity or school event
  - b) Vulgar or obscene language, gestures or ethnic slurs
  - c) Arson or attempted arson
  - d) Fighting

- e) threatening violence or attempting violence
- f) Possession and/or use of a weapon or dangerous instrumentality

B. Infractions Against Authority

- 1. Insubordination
- 2. Obstructing an investigative process
- 3. Insult or verbal abuse of faculty or staff members
- 4. Assault of faculty or staff members
- 5. Giving false identification or information
- 6. Resisting authority
- 7. Forgery
- 8. Violation of Board or School rules

C. Destruction of School Property

- 1. Vandalism
- 2. Theft/graffiti/larceny

D. Infractions Against Others

- 1. Endangerment
- 2. Creating a hazardous or physically offensive condition
- 3. Harassment, threats, verbal abuse
- 4. Slander
- 5. Extortion
- 6. Physical assault
- 7. Improper sexual advances
- 8. Fighting
- 9. Hazing

E. Substance and Alcohol Abuse – The School is a Drug-Free Zone

- 1. Use, possession, or sale of a controlled substance. A controlled substance is defined as: any substance defined as a controlled substance by Hopi, Arizona or federal law; narcotic drugs, harmful drugs, hypnotic drugs, opiates, cocaine, marijuana, and alcohol-based substances, and vapor-releasing substances, and use of a prescription drug without a prescription or other than prescribed.

F. Being Under the Influence of a Controlled Substance as Defined Above

- G. Use or Possession of Tobacco Products of All Descriptions
- H. Sexual or Physical Abuse of Students
- I. Date Rape or Statutory Rape
- J. Sexual Harassment or Sexual Intimidation

### **Section 9.30 Permissible Penalties**

The range of penalties that may be imposed for violations of student discipline rules include, but are not limited to, the following:

1. Verbal warning
2. Written warning/notification to parents
3. In-school suspension (length contingent on infraction)
4. Out-of-school short-term suspension (not to exceed ten (10) days)
5. Long-term suspension (greater than ten (10) days)
6. Expulsion
7. Loss of privileges will accompany written warnings/notifications and infractions warranting higher penalties. A non-inclusive list of privileges that may be revoked are: sports activities, trips, Student Council, clubs, other School activities, social contact and other extracurricular activities.

Depending upon the nature of the violation, student discipline may be progressive, i.e., a student's first violation could merit a lighter penalty than the subsequent violations. A School employee should take into account all other relevant factors in determining an appropriate penalty, including, but not limited to, the following: the seriousness of the offense, the number of violations, the repetitiousness of the violations, and whether there are any aggravating or mitigating circumstances surrounding the violations. Penalties may be imposed either alone or in combination. For example, a student may receive a written warning and a short-term suspension.

### **Section 9.31 Imposition of Discipline**

Any staff person with responsibility to supervise students may impose the discipline described in Category 1 of Policy 9.30. Supervisors may impose discipline described in Category 2 of Policy 9.30. Only the CSA or CSA's designee, the CSA or designee may impose Categories 3 and 4 discipline. Only the CSA or designee may impose Category 5 discipline as set forth in Policy 9.30. Only the Board, upon recommendation of the CSA or designee, may impose expulsion as described in Category 6 of Policy 9.30. Principal Reports of lesser disciplinary action imposed by other staff persons will be forwarded to the CSA or designee.

### **Section 9.32 General Due Process Rights**

- A. Student Discipline That Does Not Involve Suspension and/or Expulsion

1. For minor disciplinary offenses where the penalty is less than a suspension or expulsion, the accused student has the right to an oral or written notice (at the discretion of the School) of the reasons for the discipline to be imposed. The student has a right to meet with the CSA and/or his/her designee to discuss the student's position on the discipline and the circumstances surrounding the discipline.
2. After the student has had an informal opportunity to discuss the matter with the CSA and/or his/her designee, the discipline will be imposed. The decision of the CSA and/or his/her designee is final.
3. The discipline shall be recorded in the student's file.
4. The intention of this section is to allow the accused student an informal opportunity to be heard before discipline is actually imposed on the student. Where appropriate, necessary or due to urgent circumstances, discipline may be imposed prior to an informal opportunity to be heard or reviewed by the CSA or designee. In such urgent situations, the student will, shortly after the imposition of the penalty, be given an opportunity for an informal review with the CSA or designee and an opportunity to be heard.

**B. Discipline Which Involves Short-Term Suspension of 10 Days or Less**

1. If the intended discipline to be imposed against a student involves a short-term suspension of ten (10) days or less, the student shall receive written notice of the intended discipline before imposition unless Policy 9.32(E) is invoked. A student may, within three (3) school days of the written notice appeal the intended discipline to the CSA or designee. If no appeal request is received in the CSA or designee's office during that time period, the intended discipline will be imposed at the School's discretion and at a time established by the School. If an appeal is made within the required time, the CSA or designee will hold an informal meeting with the student within five (5) school days of the notice of appeal. The date, time and place of the meeting shall be at the discretion of the CSA or designee. At this informal meeting, students shall be allowed to present his/her position on the matter and the CSA or designee will review the student's record and any and all pertinent information, including, but not limited to, statements or positions of all known parties pertaining to the reasons surrounding the discipline. The student has the right to have present at the hearing the student's parents or guardians, or designee, and to be represented by lay or legal counsel of the student's choice. Private attorney fees are to be borne by the student. The student shall also have the right to produce and have produced witnesses on the student's behalf and to confront and examine all witnesses. The CSA or CSA's designee shall within three (3) school days of the informal meeting issue his/her written findings and conclusions on the matter. The CSA or designee may: (a) modify or dismiss the proposed disciplinary action or (b) impose the proposed disciplinary action. The decision of the CSA or designee shall be final.

### C. Long-Term Suspension

When the intended discipline involves a long-term suspension of more than ten (10) days from the School, the accused student has a right to the following before discipline is imposed (unless an emergency suspension exists as set forth herein):

1. At least three (3) days prior to the time set for a formal hearing on the suspension, the School shall provide said student and/or his parents and/or legal guardians written notice of intent to impose long-term suspension. Notice shall be deemed given at the time the School deposits such notice in the U.S. mail to the parties' address of record on file at the School or, in the alternative and at the School's sole discretion, by actual delivery to the parties or to the parties' last known address. Said written notice shall consist of notice of the charges, including reference to the regulation allegedly violated, the facts alleged to constitute the violation, and copies of any and all pertinent documents or exhibits that the School intends to use at the suspension hearing.
2. Within five (5) days of mailing or delivering the notice of intent to impose long-term suspension, there shall be a hearing in front of the CSA or his/her designee. The staff member, or his/her designee, recommending the long-term suspension shall represent the School in presenting the School's case against the student. The student has a right to be represented by his/her parents or legal guardians or, at the student's and student's parents or guardians sole expense, to be represented by legal counsel or a legal advocate. The School may also be assisted by legal counsel. At the student's or student's parent's or legal guardian's request, and at the sole discretion of the School, said hearing may be delayed. The student, at the School's discretion and without a hearing, may be removed from the School during any such delay.
3. The hearing shall be tape recorded and a copy of the tape shall be retained for three (3) years following the close of that current school year.
4. The School, through the staff member or designee recommending said discipline, shall present all testimony and evidence, including witnesses and documentary evidence against the student. The student and/or his/her representative shall have a right to cross-examine each witness introduced by the School staff member.
5. After the School has presented its case, the student through his/her parent and/or legal guardian and/or his/her legal representative shall have a right to present witnesses and testimony and documentary evidence on the student's behalf. The School through the staff member or designee shall have the right to cross-examine the student's witnesses.
6. The hearing will be confidential. All students' names and/or student witnesses that may testify at such a hearing shall be kept confidential. It is



the intent of the School to maintain and protect the privacy of its students and student testimony will not be made public. Likewise, student's names and any public documents shall be referred to by a number or an alias so as to protect the confidentiality of the student.

7. If, after reviewing all the evidence and testimony, the CSA or designee's decision is to impose a long-term suspension, the CSA or designee shall make his/her decision in writing and provide findings of facts and reasons for his/her decision. The decision of the CSA or designee is final.

#### D. Expulsion

When the expulsion of a student from school is recommended, the following procedure shall be followed:

1. At least three (3) days prior to the time set for a formal hearing on the expulsion, the School shall provide said student and/or his parents and/or legal guardians written notice of intent to impose expulsion. Notice shall be deemed given at the time the School deposits such notice in the U.S. mail to the parties' address of record on file at the School or, in the alternative and at the School's sole discretion, by actual delivery to the parties or to the parties' last known address. Said written notice shall consist of notice of the charges, including reference to the regulation allegedly violated, the facts alleged to constitute the violation, and copies of any and all pertinent documents or exhibits that the School intends to use at the expulsion hearing.
2. Within five (5) days of mailing or delivering the notice of intent to impose expulsion, there shall be a hearing in front of the School Hearing Committee. The staff member, or his/her designee, recommending the expulsion shall represent the School in presenting the School's case against the student. The student has a right to be represented by his/her parents or legal guardians or, at the student's and student's parent's or guardian's sole expense, to be represented by legal counsel or a legal advocate. The School may also be assisted by legal counsel. At the student's or student's parent's or legal guardian's request, and at the sole discretion of the School, said hearing may be delayed. The student, at the School's discretion and without a hearing, may be removed from the School during any such delay.
3. The hearing shall be tape recorded and a copy of the tape shall be retained for three (3) years following the close of that current school year.
4. The School, through the staff member or designee recommending said expulsion, shall present all testimony and evidence, including witnesses and documentary evidence against the student. The student and/or his/her representative shall have a right to cross-examine each witness introduced by the School staff member.

5. After the School has presented its case, the student through his/her parent and/or legal guardian and/or his/her legal representative shall have a right to present witnesses and testimony and documentary evidence on the student's behalf. The School through the staff member or designee shall have the right to cross-examine the student's witnesses.
6. The hearing will be confidential. All students' names and/or student witnesses that may testify at such a hearing shall be kept confidential. It is the intent of the School to maintain and protect the privacy of its students and student testimony will not be made public. Likewise, student's names and any public documents shall be referred to by a number or an alias so as to protect the confidentiality of the student.
7. If after reviewing all the evidence and testimony the Hearing Committee's decision is to recommend expulsion, the Hearing Committee shall make its decision in writing and provide findings of fact and reasons for its decision.
8. The Hearing Committee's decision in writing must be submitted to the CSA or designee within five (5) school days of the conclusion of the hearing. The CSA or designee shall review the written decision and may do the following: (a) affirm the Hearing Committee's decision and refer to the Board; (b) reject the Hearing Committee's decision; (c) modify the Hearing Committee's decision and impose a lesser discipline on the student pursuant to the procedures for said lesser discipline. The CSA or designee must make his/her determination within three (3) school days of receiving the Hearing Committee's decision.
9. If the CSA or designee affirms the Hearing Committee's recommendation for expulsion, then the CSA or designee's recommendation and the written decision of the Hearing Committee shall be delivered to the Board for consideration at its next scheduled meeting and mailed to the student and his/her parents and/or legal guardians. The mailing to the student and his/her parents/legal guardians shall include a statement setting forth the student's right to appeal this decision. This notice shall be mailed to the student and parents/legal guardians' address of record at the School and within three (3) school days of the Hearing Committee's submission of the decision to the CSA or designee.
10. If the student chooses to appeal the recommendation for expulsion, the student may appeal the recommendation to the Board. Said appeal must be in writing and delivered to the Board at the School office within five (5) days of the mailing of the Hearing Committee's recommendation on the long-term suspension or expulsion. The letter shall describe in detail the reasons for the objections to the Hearing Committee's recommendation.
11. Once the Board has received the recommendation and/or request for an appeal, the Board has a right to do the following:

- a) Review the recommendation based upon the record presented and written documents presented at the hearing.
  - b) To hold a new hearing on the matter.
  - c) If after reviewing the record, or after holding a new hearing, the Board has a right to do the following:
    - i. The Board can affirm the Hearing Committee's recommendation and order the expulsion.
    - ii. The Board can reject the Hearing Committee's recommendation.
    - iii. The Board can modify the Hearing Committee's recommendation and impose a lesser discipline on the student.
12. The decision of the Board is final.
13. The Hearing Committee shall be composed of a panel of five (5) staff persons and two (2) alternates. The two (2) alternates may participate in the hearing; however, the decision shall be by majority vote of the five (5) designated panel members or of the five (5) members designated to hear this matter. At the beginning of each school year, supervisors shall recommend prospective panel members to the CSA or designee. The panel member shall be appointed by the CSA or designee at the beginning of the school year. The CSA or designee shall also appoint the chairperson who shall preside or who shall designate another panel member to preside at the hearings and all meetings. After the selection of the Hearing Committee, the Hearing Committee shall meet at the beginning of the year to review its duties.

#### E. Emergency Suspension

In a situation where urgent circumstances require the immediate removal from campus of a student, the School may impose an immediate, emergency suspension of a student prior to a due process hearing as outlined above. The decision to execute an emergency suspension may be made by the CSA or his/her designee. Emergency removal of a student from the campus is justified where there is a serious, immediate, and continuing danger to the health, safety and welfare of the student or others on campus. Emergency removal of the student from campus is not in and of itself considered disciplinary action, but simply a means to protect the health, safety and welfare of the student or others.

The student suspended in an emergency situation shall be readmitted to the School as soon as the emergency has passed. Additionally, the student suspended on an emergency basis has the right to a due process hearing on the suspension within 3 days of the emergency suspension. Which due process hearing applies depends upon the discipline being imposed as set forth above. If the discipline intended to be imposed is a suspension for 10 days or less, the suspension for 10 days or less discipline policy shall apply. If the discipline intended to be imposed is for more than 10 days, the long-term suspension policy will apply.

At the time of the emergency removal, the student must be immediately informed orally by the School staff of:

1. The precise rule alleged to have been violated;
2. The facts which constitute the violation;
3. The right to a formal disciplinary hearing within 3 days from the emergency suspension; and
4. The facts which justify the emergency removal.

This oral notification shall be reduced to writing and mailed to the student and his/her parents and/or legal guardian within 24 hours of the emergency suspension. A full written report of the details surrounding the emergency suspension shall be provided to the CSA or designee within 24 hours of the incident.

#### F. Expungement

Allegations of misconduct and information pertaining to the allegations of misconduct shall be expunged from a student's school record in the event it is found that the student did not commit the violations of laws, rules or policies as alleged.

### **Section 9.33 Discipline of Special Education Students**

All disciplinary action relative to special education students must be taken pursuant to 34 C.F.R. §§ 300.519 through 300.529, references therein and amendments thereto. Copies of the above CFRs shall be kept by the Special Education Teacher and Teacher Supervisor and provided to the staff as needed. It shall be the duty of the Special Education Director of the School to review said CFRs in January of each year and to supplement and amend these attachments as necessary to maintain their currency.

It should be noted that in general, removal of a child with a disability from the child's current educational placement for more than ten (10) consecutive schooldays and/or a series of removals that constitute a pattern and cumulate to more than ten (10) schooldays in a school year constitute a change of placement. The procedures set forth in 34 C.F.R. §§ 300.519 through 300.529 must take place prior to the expiration of that time. It shall be the duty of the Special Education Teacher and Teacher Supervisor to ensure that the appropriate procedures take place in a timely manner.

Special procedures for cases involving guns, dangerous weapons and controlled substances are set forth in the above-noted CFR provisions.

### **Section 9.34 Removal from School Facilities**

Before a student is removed from the School facilities, the following must be done:

1. Notify parent(s) and agency of emergency removal by home visit or such other reasonable means available and follow such notification with written notice as soon as practical.
2. If contact with parent(s) cannot be made, the student is not to be allowed to leave the School facilities unless an alternative, appropriate placement is available.
3. If law enforcement is involved, parent will be notified.

## **Section 9.35 Incident Report Procedures**

### **A. Discipline Report Procedures**

It is the obligation of every staff member to know the contents of this Manual regarding Student Rights and Responsibilities and to correct incidents of student misconduct and behavior if deemed necessary to promote the discipline and to issue Student Discipline reports to any student observed violating this code.

### **B. Incident Report Process (Written Notice of Alleged Violation)**

1. Incident reports are to be filled out by the person(s) who witness and/or report the violation(s).
2. A staff member who witnesses the violation is to inform the student of his/her misconduct and let the student know what rule is being violated.
3. All of the information required by the incident report form is to be filled out.
4. All contact with or providing documents to student, parent or guardian shall be noted on the form by the individual providing notice or documents and by indicating who was contacted, when they were contacted, by whom they were contacted, and what, if any, documents were provided and further providing the date and time of such activity. If the student refuses to sign, the incident report should be signed by someone witnessing the fact that the student received the report and immediately process it on to the CSA or designee.
5. It is recommended that statements be obtained from students, particularly the statements of the student or students charged, and especially in serious situations such as fighting.
6. If a student wishes to contest the facts on an incident report, the student has three (3) days to appeal the incident report to the CSA or designee in writing.
7. It is the responsibility of the CSA or designee to review and evaluate the incident report with the student and determine if the incident report will be changed or stand as written. If the incident report stands, it will be processed

to the CSA or designee and student file. If the incident report is modified, the modified incident report will be processed to the CSA or designee and student file. The decision of the CSA or designee is final.

8. A copy of the incident report will be distributed as follows:
  - a) Office/CSA or designee (a copy goes into the student file folder)
  - b) Teacher
  - c) Parent/student
9. Incident reports will be mailed out as soon as possible within the same week.
10. The mail copies of the incident reports will include:
  - a) Name of school official whom the parent may contact for information
  - b) The School's phone number
  - c) Explanation of the incident report (how to read it, and what it means)
11. Duplication of incident reports for the same violation is not permitted and will be screened by the CSA or designee before filing in student folder.
12. All appeals will be sent to the CSA or designee or for filing in the student folder and an explanation will be sent with the copy to the parent.
13. The CSA or designee reserves the right to determine the validity of improperly filled out incident reports and will make that decision before filing in student folders.

### C. Search and Seizure Policy

Students possess the right of privacy of person as well as freedom from unreasonable search and seizure of property guaranteed by the ICRA and Hopi Ordinance 35. This individual right, however, is balanced by the School's responsibility to protect the health, safety, and welfare of all of its students and staff.

School employees may conduct searches when they have reason to suspect that the health, safety, and welfare of students or staff may be in danger. Any school employee making a search or seizure will follow these guidelines:

1. General search of school property (including personal items found on school property) may be conducted at any time when there is reasonable cause for school employees to believe that something that jeopardizes the School, staff, or students' health, safety, welfare and mission, or violates a

law or a school rule is on school property. This search of school property may be made without the student being present.

2. Illegal items (firearms, weapons, drugs, alcohol) or other possessions reasonably determined to be a threat to the safety, security of others, or might possibly interfere with school purpose, may be seized by school employees.
3. Items which are used to disrupt or interfere with the educational process may be temporarily removed from a student's possession.
4. A student's person may be searched by School employees when there is reasonable cause to believe that the student has on his/her person illegal items, items that may interfere with School purposes, or which may constitute evidence of the violation of a School rule.
5. The School may and will search student backpack or other personal items if there is reasonable cause to believe that those items contain illegal items, items that interfere with school purposes, or evidence of the violation of a school rule or matter that could jeopardize the health, safety and welfare of students and staff. The School maintains ownership of student lockers. The School may and will search student lockers on a periodic basis to protect the health, safety, and welfare of all students or to discover evidence of violations of school rules. General searches of lockers may be made without notice. The students should therefore adjust his/her expectations of privacy with respect to lockers accordingly. The personal footlockers or luggage items of students are subject to search if there is reasonable cause to believe that lockers or luggage contain illegal items, items that interfere with school purposes, or evidence of the violation of a school rule.
6. Motor vehicles parked on school property may be searched by school employees when there is reasonable cause to believe the health, safety, or welfare of students might be in jeopardy, or when there is reasonable cause to believe that a search will reveal evidence of the violation of a school rule.

#### D. Student Interrogation – Arrest

While the student is within the care or custody of the School, it is the responsibility of the School to make an effort to act on behalf of the parents with respect to interrogation by law enforcement officials. A parent may and a school staff person will be present during these interrogations, except when interviews are conducted by a child protective service worker pursuant to A.R.S. § 8-224(B) or similar Hopi or federal statute.

When a student is taken into custody (arrested) the arresting officer shall be requested by the School to notify the student's parents or guardians. The arresting officer shall be responsible for the care and custody of the student and shall be responsible for reporting the arrest to the parents. However, the School personnel shall make every reasonable effort to ensure that parents have been notified of the fact that the student has been taken into custody. Personnel of the School shall cooperate with the police. When an arrest is formally made the School and its employees no longer exercise jurisdiction or control of the student.

## E. Student Grievances

Any student who has a grievance with a school staff member, absent a disciplinary matter, shall raise his/her grievance with the School official most directly involved with the circumstances giving rise to the grievance. If such an informal resolution is unsuccessful, then the student shall make an appointment to see the CSA or designee for resolution for the grievance. The decision of the CSA or designee is final.

Grievance procedures may not be used by the student for disciplinary actions. Disciplinary procedures and appeals are addressed under Student Discipline.

## Section 9.36 Student Freedom of Expression

Students at the School have the right to freedom of expression that is appropriate for children in school.

## Section 9.37 McKinney Vento School Homeless Policy

### **I. General Policy Statement:**

Moencopi Day School shall ensure that homeless children and youths shall have equal access to the same free, appropriate public education, including public preschool education, as provided to other children and youths.

### **II. Definitions:**

“School of Origin” shall mean the school that a child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including preschool. School of origin shall also include any designated receiving school for the next grade level for all feeder schools when a student completes the final grade level served by the school of origin.

“Homeless children and youths” shall mean any individuals who lack a fixed, regular, and adequate nighttime residence; and includes:

- (i) Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
- (ii) Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
- (iii) Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and



- (iv) Migratory children who qualify as homeless because they are living in circumstances described in (i-iii).

“Unaccompanied youth” shall mean a homeless child or youth not in the physical custody of a parent or guardian.

### **III. School Stability:**

- A. School Selection: Each school shall presume that keeping a homeless child or youth enrolled in the child’s or youth’s school of origin is in the child’s or youth’s best interest, except when doing so is contrary to the request of the child’s or youth’s parent or guardian or, in the case of an unaccompanied youth, the youth.

To overcome the presumption that a child or youth should remain in his/her school of origin, the school shall consider student-centered factors including; the impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the request of the child’s or youth’s parent or guardian or, in the case of an unaccompanied youth, the youth.

- B. Enrollment: Once the school is selected in accordance with the child’s or youth’s best interest, that child or youth shall be immediately enrolled even if the child or youth is unable to produce records normally required for enrollment including, but not limited to, previous academic records, immunization or other health records, proof of residency or has missed any application or enrollment deadlines during any period of homelessness.
- C. Transportation: If the child or youth continues to attend his or her school of origin, transportation shall be provided promptly even if there is a dispute pending regarding which school is in the child’s or youth’s best interest to attend. Transportation will continue to be provided to and from the school of origin for the remainder of any academic year during which the child or youth becomes permanently housed.

### **IV. Records**

Any record ordinarily kept by the school, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless child or youth shall be maintained:

- A. Such that all records are available, in a timely fashion, when a child or youth enrolls in a new school or school district;

- B. Any information about a homeless child's or youth's living situation shall be treated as a confidential student education record, and shall not be deemed to be directory information; and
- C. In a manner consistent with the Federal Education Rights and Privacy Act.

**V. Services:**

Local Homeless Liaison: Moencopi Day School shall identify an appropriate staff person to be the Local Homeless Liaison (LHL) for all homeless children and youth attending Moencopi Day School. The LHL responsibilities shall include, but are not limited to:

- A. Ensure homeless children and youth are identified through outreach and coordination activities including coordination with the BIE McKinney-Vento Point of Contact, community, and school personnel responsible for education and related services to homeless children and youths;
- B. Receive appropriate time and training in order to carry out the duties required by law and this policy;
- C. Ensure homeless families and homeless children and youths are referred to health care, dental, mental health, substance abuse, housing and any other appropriate services;
- D. Ensure that homeless children and youths:
  - i. Are enrolled in school which includes attending classes and participating fully in school activities;
  - ii. Have a full and equal opportunity to meet the same challenging State academic standards as other children and youths;
  - iii. Receive individualized counseling from counselors to prepare and improve their readiness for college, including college selection, application, financial aid, and on-campus supports.
  - iv. Unaccompanied youths are informed of their status as independent students under the Higher Education Act of 1965 and may obtain assistance from the LHL to receive verification of such status for purposes of the Free Application for Federal Student Aid.
- E. Ensure that public notice of the educational rights, and available transportation services, of the homeless children and youths is disseminated in locations frequented by parents or guardians of such youths, and unaccompanied homeless youths, including schools, shelters, public libraries, and soup kitchens, in a manner and form that is easily understandable.

- F. Ensure the dispute resolution process identified below is carried out in accordance with the law and school policy.

**VI. Dispute Resolution:**

- A. The dispute procedure must be available for disputes over eligibility, as well as school selection or enrollment.
- B. In the event of a dispute regarding where a child or youth should enroll, the child or youth shall be immediately enrolled in the school in which enrollment is sought pending final resolution of the dispute, including all available appeals. The school shall immediately provide the child's parent or guardian or, in the case of an unaccompanied youth, the youth a written explanation of the decision made regarding the school selection including the right to appeal such decision. Said writing shall be provided in a manner and form understandable to such parent, guardian, or unaccompanied youth and also include the LHL contact information. The LHL shall carry out the dispute resolution process within 30 calendar days from the date of said writing pursuant to the BIE McKinney-Vento Dispute Resolution Process.
- C. Appeals: Any parent, guardian or other person having legal or actual charge of a homeless child or youth that is dissatisfied with the decision of a school after the dispute resolution process may file an appeal with the BIE Point of Contact within thirty calendar days of receipt of the decision by following the BIE McKinney-Vento Dispute Resolution Process.

## **ARTICLE X. ELECTRONIC INFORMATION SYSTEM/ INTERNET ACCEPTABLE USE POLICY**

### **Section 10.01 Preamble**

MDS (hereinafter “School”) provides technology resources to its students and staff for educational and administrative purposes. The goal in providing these resources is to promote educational excellence in the School by facilitating resource sharing, innovation, and communication with the support and supervision of students, parents, teachers and support staff. The use of these technology resources is a privilege, not a right.

Internet access will be provided to the students and staff in accordance with the terms of this policy. Internet access from School computers is reserved solely for educational purposes. Use by outside groups is prohibited. The School reserves the right to monitor all Internet activity including transmission and receipt of e-mail.

### **Section 10.02 Acceptable Use**

The following are rules for the use of the School’s electronic information system. Use which violates these or other School rules or policies is unacceptable use which may result in loss of ECS privileges and/or disciplinary action.

- A. Assigned computer/Internet accounts must only be used for educational research and personal growth.
- B. Users are responsible for the proper use of their account and shall use only their own personal account number to access the electronic information service. Users shall not allow any other person to use their account, nor give their account number to any other person, on or off line.
- C. Users shall not use the system to promote the use of drugs, alcohol or tobacco, nor deliberately promote unethical practices or practices which violate any law or School policy.
- D. Copyrighted material may not be placed on the system without the express permission of the author who must be credited for the material. Copyrighted material may be downloaded for users’ use only.
- E. Users shall not read the other users’ mail or files; they shall not attempt to interfere with other users’ ability to send or receive electronic mail, nor shall they attempt to delete, copy, modify or forge other users’ mail or files.
- F. Messages should be kept as brief as possible.
- G. Use of any other organization’s networks or computing resources must also comply with the rules of that network.
- H. Transmission of any material in violation of any federal, state or Hopi Tribal laws

is prohibited. This includes, but is not limited to: copyrighted material, threatening or obscene material, or material protected by trade secret.

- I. Use for commercial activities is generally not permitted.
- J. Use for product advertisement or political lobbying is prohibited.
- K. Messages of a private or personal nature involving students, staff or other individuals are not permitted.
- L. Inappropriate use of electronic resources can also be a violation of local, Hopi Tribal, state and federal laws, and a user can be prosecuted for violating those laws.
- M. Users granted access to the Internet through the School information system assume personal responsibility and liability, both civil and criminal, for uses of the Internet not authorized by School policy.
- N. No user shall access, transmit or re-transmit material which promotes violence or advocates destruction of property including, but not limited to, access to information concerning the manufacture of destructive devices such as explosives, fireworks, smoke bombs, incendiary devices or the like.
- O. No user shall access, transmit or re-transmit any information containing pornographic or other sexually oriented material (pornographic means pictures or writings that are intended to stimulate prurient or erotic feelings by the description or portrayal of sexual activity or the nude human form).
- P. No user shall access, transmit or re-transmit material which advocates or promotes violence or hatred against particular individuals or groups of individuals or advocates or promotes the superiority of one racial, ethnic or religious group over another.
- Q. No user shall use or possess bootleg software (bootleg software means any software which has been downloaded or is otherwise in the user's possession without the appropriate registration of the software including the payment of any fees owing to the owner of the software).
- R. No user shall use encryption software from any access point within the School.
- S. No user shall transmit credit card information or other personal information from an access point within the School.
- T. No person shall transmit e-mail through an anonymous e-mailer.
- U. No user shall access the Internet from the School access point using a non-School Internet account.
- V. No user shall commit or attempt to commit any wrongful act involving the use of

the network which disrupts the operation of the network within the School or any network connected to the Internet including the use or attempted use or possession of computer viruses.

- W. No user shall use the electronic communication system for harassment. Harassment is defined as the persistent annoyance or disruption of another user, or the interference of another user's work. Harassment includes, but is not limited to, the sending of unwanted mail.

### **Section 10.03 Use is a Privilege**

The use of the School's electronic information system is a privilege, not a right, and inappropriate use may result in a cancellation of those privileges and further disciplinary action.

### **Section 10.04 Mandatory Internet Filters**

The School, through the Technology Coordinator and CSA or designee, will equip the electronic information system available to users with software that seeks to prevent minors from gaining access to materials that is "harmful to minors" or purchase Internet connectivity from an Internet service provider that provides filter services to limit access to material that is "harmful to minors."

The Technology Coordinator shall research available software and Internet services to determine the software and/or service that will best serve the School's and Users' needs, taking into consideration effectiveness in filtering such material and cost to the School. The Technology Coordinator shall summarize his/her research of the alternatives and make recommendations of which software and/or services should be purchased. The summary and recommendations should be submitted annually in writing to the CSA or designee prior to July 1. The CSA or designee shall submit said report to the MDS School Board for its decision regarding purchase of said software or services prior to each new school year. The standards and rules set forth in the School's Electronic Information System policy shall be considered in selecting this software and/or service.

### **Section 10.05 No Warranties**

The School makes no warranties of any kind, express or implied, relative to the service it is providing through its electronic information system. The School will not be responsible for any damage a user suffers. This includes, but is not limited to, loss of data resulting from delays, non-deliveries, misdeliveries, or service interruptions whether caused by the School's negligence or by the user's errors or omissions. Use of any information obtained via the electronic information system is at the user's own risk. The School specifically denies any responsibility for the accuracy or quality of information obtained through the electronic information system. All users must consider the source of any information they obtain and consider the validity of that information. Not all information obtained via the electronic information system is accurate or reliable, particularly where the advice of medical or legal or accounting or other professionals would be appropriate. Users are advised not to rely on advice found on the electronic information system. The School is not responsible for such advice.

Opinions, advice, services, and all other information expressed on the electronic information system are those of the on-line authors and not of the School.

The School does not guarantee or imply that access to the electronic information system will always be available when users want access or that the software provided by the School will always work as intended. The School is not responsible for failures in the operation or technical functioning of the electronic information system, computers or software used to access the system.

### **Section 10.06 Network Etiquette and Privacy**

You are expected to abide by the generally accepted rules of network etiquette. Failure to do so may result in loss of your electronic information system privilege and/or disciplinary action. The rules of network etiquette and privacy include, but are not limited to, the following:

- A. **BE POLITE.** Never send, or encourage others to send, abusive messages.
- B. **USE APPROPRIATE LANGUAGE.** Remember that you are a representative of our School on a non-private system. You may be alone with your computer, but what you say and do can be viewed worldwide. NEVER SWEAR, USE VULGARITIES OR ANY OTHER INAPPROPRIATE LANGUAGE. Illegal activities of any kind are strictly prohibited.
- C. **PRIVACY.** Do not reveal your home address or personal telephone number or the addresses or telephone numbers of students or colleagues.
- D. **ELECTRONIC MAIL.** Electronic mail (e-mail) is not private. Messages relating to or in support of illegal activities must be reported to the Technology Coordinator and local legal authorities.
- E. **DISRUPTIONS.** Do not use the network in any way that would disrupt the use of the network by others.

### **Section 10.07 Web publishing policies**

- A. General statement of policy. It is clear that there are significant risks, as well as significant advantages, involved with allowing students to be identified on the Internet. Therefore, students should not be easily identifiable from materials they might publish on the Internet. No directory information should be posted on the Web for students whose parents have returned the form asking that such information not be released.
- B. Rules for Web publishing.
  - 1. Only a student's first name shall be used in any student published work.

2. Pictures that are a part of student publishing shall not include identifying information.
3. Under no circumstances may students' home address or phone number be included in any publication.
4. If replies to published student work are appropriate, the sponsoring teacher's address should be the e-mail address displayed, not the student's.
5. No student's name or picture will be published unless a parent/guardian has signed a release allowing publication. A separate release must be obtained for each publication.

C. Closed forum. The School's Web site is a closed forum.

1. Any Web site created by the School shall be a closed forum for School use only to transmit information to the public. All Web pages created by staff, students and student organizations on the School's computer system will be subject to treatment as School sponsored publications. Accordingly, the School reserves the right to exercise editorial control over such publications. In addition to editorial control, staff and student work published on the Web must meet standards of spelling, grammar, adequate research and other qualitative measures.

D. Links to third party sites.

1. Any links to the School's Web site must be approved in writing by the CSA or designee.



## Appendix X-A

### PERMISSION AND RELEASE TO PUBLISH STUDENT'S FIRST NAME AND/OR PICTURE ON THE INTERNET

As the parent or guardian of \_\_\_\_\_, I understand the benefits and risks of publishing works on the Internet. In consideration of the benefits of allowing my student to publish his/her work, first name and/or picture on the School's Web page, I hereby give permission for the student's a.) first name and first name only to be published on the Web or b.) first name and photograph with no identifying information to be published on the Web.

a. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
yes    no    initials

b. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
yes    no    initials

Further, I accept full responsibility for the publication of the student's name and/or picture as set forth in the publication attached hereto and agree to release and hold the School harmless from any and all damages or injury to me or to the student arising from said publication.

\_\_\_\_\_  
Parent or Guardian (printed)

Date \_\_\_\_\_

\_\_\_\_\_  
Parent or Guardian (signature)

Appendix X-B  
**MOENCOPI DAY SCHOOL**  
**USE OF COMPUTERS, THE INTERNET AND ELECTRONIC MAIL**  
**AGREEMENT AND PERMISSION FORM**

Moencopi Day School (hereinafter “School”) is pleased to offer students and staff (hereinafter jointly referred to as “Users”) access to a computer network for electronic mail and the Internet. To gain access to e-mail and the Internet, all Users must sign this Agreement and students must obtain parental permission as verified by the signatures on the form below. Should a parent prefer that a student not have e-mail and Internet access, use of the computers is still possible for more traditional purposes such as word processing.

**What is possible?**

Access to e-mail and the Internet will enable staff and students to explore thousands of libraries, databases, museums and other repositories of information and to exchange personal communication with other Internet users around the world. Families should be aware that some material accessible via the Internet may contain items that are illegal, defamatory, inaccurate or potentially offensive. We believe that the benefits to students from access to the Internet in the form of information resources and opportunities for collaboration exceed the disadvantages.

**What is expected?**

Users are responsible for appropriate behavior on the School’s computer network just as they are in their work, classroom or on a school playground. Communications on the network are often public in nature. General School rules for behavior and communications apply. It is expected that Users will comply with School standards and the specific rules set forth below. The use of the network is a privilege, not a right, and may be revoked and further disciplinary action may be taken if abused. The User is personally responsible for his/her actions in accessing and utilizing the School’s computer resources. The Users are advised never to access, keep or send anything that they would not want their supervisors, parents or teachers to see.

**General conditions for use**

Privacy – Network storage areas may be treated like School lockers. Technology Coordinators may review communications to maintain system integrity and ensure that Users are using the system responsibly and within the School’s policies and guidelines.

Storage capacity – Users are expected to remain within allocated disk space and delete e-mail or other material which take up excessive storage space.

Illegal copying – Users should never download or install any commercial software, shareware or freeware onto network drives or disks, unless they have written permission from the Technology Coordinator. Nor should students copy other people’s work or intrude into other people’s files.

Inappropriate materials or language – No profane, abusive or impolite language should be used to communicate nor should materials be accessed which are not consistent with the rules of School behavior. A good rule to follow is never view, send or access materials which you would not want your supervisors, teachers and parents to see. Should Users encounter such material by accident, they should report it to the Technology Coordinator or their teacher immediately.

### **Rules for usage**

These are rules and guidelines to follow to prevent the loss of network privileges and/or disciplinary action.

1. Do not use a computer to harm other people or their work.
2. Do not damage the computer or the network in any way.
3. Do not interfere with the operation of the network by installing illegal software, shareware or freeware.
4. Do not violate copyright laws. Copyrighted material may not be placed on the system without the express permission of the author who must be credited for the material. Copyrighted material may be downloaded for a User's use only.
5. Do not view, send or display offensive messages or pictures.
6. Do not share your password with another person.
7. Do not waste limited resources such as disk space or printing capacity.
8. Do not trespass in another's folders, work or files.
9. Adhere to the rules of net etiquette set forth in the School's Internet policy.
10. Read and adhere to the School's Internet policy attached hereto.
11. Do not reveal your home address or personal telephone number or the addresses and telephone numbers of students, staff or colleagues.
12. Do notify an adult immediately if, by accident, you encounter materials which violate the Rules of Appropriate Use.
13. BE PREPARED to be held accountable for your actions and for the loss of privileges and disciplinary action if the Rules of Appropriate Use are violated.

## USER ACCEPTABLE USE AGREEMENT

USER

Name \_\_\_\_\_

I understand that my computer use is not private and that the School will monitor my activity on the computer system.

I have read the School's electronic communications system policy and administrative regulations and net etiquette guidelines and agree to abide by their provisions. I understand that violation of these provisions may result in suspension or revocation of system access and/or disciplinary action against me.

User's signature\_\_\_\_\_

Date \_\_\_\_\_

Technology Coordinator's signature\_\_\_\_\_

Date \_\_\_\_\_

## **PARENT/GUARDIAN ACCEPTABLE USE AGREEMENT, RELEASE AND WAIVER**

### **PARENT OR GUARDIAN**

\_\_\_\_ I do not give permission for my child to participate in the School's electronic communications system.

I have read the School's electronic communications system policy, administrative regulations and net etiquette information. In consideration for the privilege of my child using the School's electronic communications system and in consideration for my child having access to the public networks, I hereby release the School, its operators and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my child's use of, or inability to use, the system including, without limitation, the types of damage identified in the School's policy and administrative regulations.

\_\_\_\_ I give permission for my child to participate in the School's electronic communications system and certify that the information contained on this form is correct.

Signature of parent or guardian \_\_\_\_\_

Home address \_\_\_\_\_

Date \_\_\_\_\_ Home phone number \_\_\_\_\_

## **ARTICLE XI. PROCUREMENT**

### **Section 11.01 Adoption of USFR**

The School has adopted the Uniform System of Financial Records for Arizona School Districts (hereinafter referred to as “USFR”) in situations wherein there are no controlling or applicable policies in this manual. Therefore, all matters relative to property procurement, management and disbursement not treated in these policies are generally controlled by, and shall be in accordance with, the USFR and any applicable rules and regulations arising from the laws of the Hopi, the federal government and the School’s contractual grant status.

It should be noted that the School is not agreeing to be bound by or be subject to Arizona law but is merely adopting the system of financial records as contained in the USFR.

The following are additional policies applicable to this subject matter area. In the event of a conflict between the various sources of policy, the laws, rules and regulations of the Hopi and the United States government and those arising from the School’s contractual status shall control over the USFR and these enumerated policies, and the USFR controls over these enumerated policies unless the contrary is expressly noted in said policy. References to Arizona statutes are advisory only and are not enforceable against the School.

The current USFR and any amendments thereto should be consulted and followed regarding the proper form and procedure for requisitions, purchase orders, bidding procedures, inventory control, receiving and disbursements.

### **Section 11.02 Duty to be Informed of Rules and Regulations**

The School Administration, department heads and all personnel performing under the policies and procedures of this Article shall familiarize themselves with the rules and regulations associated with the School’s funding contract, applicable rules and regulations of the Hopi and federal government and provisions and procedures found in the USFR. Said individuals shall comply with the above-noted rules and regulations, policies and procedures in performing their tasks and duties.

### **Section 11.03 Compliance With the Manual**

Every procurement shall comply with the terms of the contractor grant which funds the procurement and the terms and conditions contained in this Manual. In all events, procurements shall comply with the requirements of 25 CFR 276 *et seq.*, Appendix A to 25 CFR 276, and OMB Circular A-102.

## **Section 11.04 Prohibited Contracts**

Procurement contracts providing for an aggregate value based on cost plus a percentage of the costs are prohibited and may not be awarded. Time and materials contracts must be restricted to those circumstances when no other contract type is available, and such contracts must contain a clause which limits the aggregate value to a definite amount.

## **Section 11.05 Procurement Records**

Procurement records, including, but not limited to, solicitations, purchase orders, contracts, payment histories and records applicable of significant decisions must be retained for three (3) years after the School or School's agents, subcontractors or obligors make the final payment and all other pending matters are closed.

## **Section 11.06 Property Management Records**

Property management records of real and personal property, as required herein, must be retained for three (3) years from the date of disposition, replacement, or transfer.

## **Section 11.07 Procurement Standards**

- A. School employees with responsibilities for procurement shall ensure that the School's vendors, contractors and/or subcontractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.
- B. General standards of conduct of School employees who award and administer contracts are as follows:
  - 1. No employee, officer, elected official or agent of the School shall participate in the selection, award or administration of procurement if a conflict of interest, real or apparent, would be involved.
  - 2. An employee, officer, elected official or agent of the School is not allowed to solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements with the following exemption; a financial interest that is not substantial and that is disclosed to the School and waived by the School, a gift that is an unsolicited item of nominal value.
  - 3. A violation of these standards will be the basis for disciplinary action, up to and including termination.
- C. The School employees responsible for procurement shall review proposed procurements to avoid buying unnecessary or duplicative items to ensure the

reasonableness of the price of items purchased. Consolidating or breaking up procurement to obtain more economical purchases should be considered. Where appropriate, leasing and purchasing alternatives should be compared to determine which is more economical.

- D. The School shall conduct all major procurement transactions by providing full and open competition, to the extent necessary, to assure efficient expenditure of funds and, to the extent feasible, in the local area. As provided herein, Hopi preference and Native American preference shall be applied in procurement awards.
- E. The School shall make procurement awards only to responsible entities who have the ability to perform successfully under the terms and conditions of the proposed procurement. In making this judgment, the School shall consider such matters as the contractor's integrity, its compliance with public policy, its record of past performance, and its financial and technical resources.
- F. The School shall maintain records on the significant history of all major procurement transactions. These records may include, but are not limited to, the rationale for the method of procurement, the selection of contract type, the contract selection or rejection, and the basis for the contract price.
- G. School employees shall use good administrative practice and sound business judgment for processing and settling all contractual and administrative issues arising out of the procurement. These issues include, but are not limited to, source evaluation, protests, disputes and claims.

#### **Section 11.08 Contract Standards**

- A. All contracts in which the school is a party shall, at a minimum:
  - 1. Be in writing;
  - 2. Identify the interested parties in the contract and their authority and/or agency;
  - 3. Clearly state the purpose of the contract;
  - 4. State the work to be performed under their contract; and
  - 5. State the terms and conditions of the contract, the time and manner of payments and the process for making any claims.
- B. All contracts should contain a provision informing the recipient that their award is funded with Indian Self-Determination Act funds and that the recipient is responsible for identifying and ensuring compliance with applicable federal laws, regulations, and Executive Orders.



## **Section 11.09 Hopi and Native American Preference**

To the greatest extent possible, consistent with the law, Hopi and Native American preferences shall be observed and implemented in the advertisement, negotiation, procurement and award of goods and services. Notwithstanding this policy of preference, School employees shall comply with all policies stated herein in the procurement of goods and services and are free to act in whatever way best serves the needs of the School.

## **Section 11.10 Purchasing Procedures for Purchases Less than \$20,000**

### **A. Purchase Orders**

Purchase orders must be prepared for all School expenditures, with the exception of salaries and related costs and otherwise documented travel expenditures.

### **B. Definitions**

1. Aggregate Value: The total cost or dollar value of a procurement contract.
2. Procurement: The process for the acquisition of goods and/or services.
3. Purchase: A purchase for the purpose of these policies and procedures is defined as the payment, with School funds, for any goods, services or other expense.
4. Unauthorized Purchases: An unauthorized purchase is any purchase which is not legally and appropriately approved within the School budget or by other School action allowed by these policies and procedures, or which does not substantially comply with these policies and procedures. The School may decline payment of any unauthorized purchase. The School assumes no responsibility for payment of unauthorized purchases, and any person initiating, causing, making or otherwise executing an unauthorized purchase is solely responsible for payment thereof. All authorized purchases shall be legally budgeted or approved within an appropriate fund account, or within the appropriate line item as approved by the School. Purchases which are not within the authorized budget, or otherwise not properly approved by the School, are unauthorized purchases.

### **C. Requisition Process**

All purchases for or on behalf of the School or for which the School pays shall be done pursuant to requisition and this requisition process unless such purchase or procurement requires bidding.

The requisition process is as follows:

1. The requesting party shall:
  - a) Prepare a complete requisition pursuant to the School's Requisition Form and Instructions which may be obtained from the Business/Human Resources Manager. All information required by the requisition must be provided. An incomplete requisition shall be rejected and returned to the person submitting the requisition without approval.
  - b) Sign and date the requisition and submit said requisition to the CSA or designee for approval.
2. The CSA or designee shall:
  - a) Review and approve or disapprove all requisitions.
  - b) Return rejected requisitions to the requestor and the Business/Human Resources Manager with an explanation for the rejection.
  - c) If approved, the requisition will be given to the Support Services for encoding the requisition into the accounting software.
3. The Support Services shall:
  - a) Verify that the items requested are not in central supply. If the items are in central supply, notify the requestor and initiate delivery of the items from central supply.
  - b) Encode the requisition into the accounting software to create a software generated requisition for fiscal responsibility.
  - c) Submit the completed and fully executed requisition to the Business/Human Resources Manager for the preparation of a purchase order.
4. The Business/Human Resources Manager shall:
  - a) Verify the sufficient budget capacity exists to make expenditures requested and verify the sufficient cash balances available to make expenditures.
  - b) Select the proper purchase procedure, depending on the expected purchase amount.
  - c) Follow the guidelines concerning bids or quotes, with the exception

of purchases from approved procurement consortia.

- d) Attempt to ensure that all purchases are made at the best possible price and in accordance with the following provisions.
- e) Follow the Guidelines for Competitive Purchasing Below the Dollar Limits Required for Sealed Bids as found in the USFR at VI-G-8-9. Specific guidelines are as follows:
  - i. Purchases of \$2,500.00 or less: Purchase shall be made according to the best obtainable price.
  - ii. Purchases of at least \$2,500.00, but less than \$10,000.00: Purchase shall be made according to the best obtainable price, provided at least three (3) telephone or oral quotes from different vendors have been obtained for such purchases. The purchases are required to be documented on the requisition form, including at least the following information: Person contacted; time; date; and phone number.
  - iii. Purchases of at least \$10,000.00, but no more than \$20,000.00: Purchases shall be made according to the best obtainable price, provided at least three (3) bona fide written quotes are obtained and include the signature of the authorized person to bind the vendor's company.
  - iv. Purchases over \$20,000.00: All purchases over \$20,000.00 require formal bid procedures, after receiving Board approval to advertise for bid. Such purchases must be approved in the current budget.
  - v. Emergency Purchases: Emergency purchases are authorized purchases only in cases which are justifiably necessary and cannot be delayed until the standard purchasing procedures can be utilized. Purchases which could have been reasonably preplanned or anticipated shall not be considered as an emergency purchase. An emergency purchase is permissible when there is an existing condition which creates a threat to public health, welfare or safety. The existence of an emergency condition creates an immediate and serious need for the purchase of items or services or construction that cannot be met through normal purchasing methods and the lack of which would seriously threaten the functioning of the School, the preservation or protection of property, or the health, safety or welfare of any person. An emergency condition must be determined by the CSA or designee. Written documentation of the basis for the emergency shall be maintained in the School files. Even under emergency conditions, price competition should be

sought if it will not unduly delay the correction of the condition requiring emergency procedures. If emergency purchases are made without price competition, a complete written description of the circumstances should be maintained on file in the School offices.

- f) Re-verifies budget capacity and cash balance, as applicable, if the actual cost exceeds the estimated cost recorded on the requisition. Prepare a four-part pre-numbered purchase order (see USFR VI-G-15 and 16). The School should issue purchase orders in sequential order and numerically account for them. Those initiated, but not issued, should be voided to prevent re-use and retained in the numeric purchase order file. Purchase orders must be signed by the CSA or designee.

5. The Business/Human Resources Manager shall:

- a) Review and double-check the requisition for accuracy.
- b) Notify the requestor and department if the requisition is rejected with reasons therefor and appropriate recommendations.
- c) Verify that all parties have followed the bidding quotation rules, regulations and procedures.
- d) Submit all requisitions exceeding \$2,500.00 to the CSA or designee for review and approval.

6. The CSA or designee shall:

- d) Review and approve or disapprove all requisitions
- e) Return rejected requisitions to the requestor and the Business/Human Resources Manager with an explanation for the rejection.
- f) If approved, the requisition will be given to the Support Services for encoding the requisition into the Infinite Visions software.

#### D. Purchase Order Process

1. The Business/Human Resources Manager shall prepare purchase orders according to the following guidelines.

- a) The purchase orders shall be consecutively and sequentially pre-numbered.
- b) It is the Business/Human Resources Manager's responsibility to numerically account for all purchase orders.

- c) Each purchase order is accounted for by number in a purchase order log.
- d) Purchase orders initiated, but not used, must be marked “void” and recorded in the purchase order log and retained in the numeric purchase order file.
- e) Purchase orders shall be properly safeguarded.
- f) Prepare the purchase order according to the information provided on the requisition.
- g) Order any necessary equipment tags.
- h) Distribute the purchase order to the vendor.
- i) Ensure that purchase orders are prepared and sent within five (5) days or less of receiving the completed requisition.
- j) Provide information regarding the purchase order upon the vendor’s request.

#### E. Receiving Process for Goods Procured

##### 1. The Administrative Assistant shall:

- a) Maintain copies of purchase orders on file prior to receiving the goods.
- b) Upon arrival, inspect the goods for visible damage in the carrier’s presence. Damaged goods shall not be accepted and must be returned to the vendor.
- c) Complete the receiving report indicating the quantity received (count, weigh or measure the goods as applicable to determine the quantity received), the date received, condition of goods, and signature of employee receiving the goods. If a copy of the purchase order is used as a receiving report, the quantity ordered should have been blocked out and the quantity received should be recorded next to the description of each item.
- d) If partial shipments are received, a partial shipment report shall be forwarded to the Business/Human Resources Manager, keeping a copy in the warehouse for their records.
- e) Tag all equipment items as required and maintain the log of tags and inventory log of the model, name, serial number, price of equipment and date equipment is received.

- f) Inform the requestor that the goods have been received and are present in the warehouse. Determine, with the requestor, the method of delivery of goods and secure proof of delivery by requiring the recipient to initial and date the receiving report.
- g) Maintain detailed records of the delivery of goods in the warehouse, indicating the department where the goods and materials and equipment will be transferred.
- h) Submit the completed receiving copy **IMMEDIATELY** to the Business/Human Resources Manager, along with the shipping documents, such as bills, packing slips or freight bills attached.

2. The Business/Human Resources Manager shall:

- a) Enter purchase orders in the computer.
- b) Add “ENCUMBERED” on the purchase orders.
- c) Arrange encumbered purchase orders by vendors alpha file in such a manner that all vendors, suppliers, contractors and related persons will be timely paid, after sending the purchase order from the School.
- d) Compare the receiving report with the copy of the purchase order on file. Ensure that the purchase order satisfactorily notes items received and status of purchase order (complete, partial, etc.).
- e) Attach receiving report with shipping documents to copy of the purchase order and requisition, and file alphabetically in the vendor file until a receipt of invoice.
- f) Receive vendor invoice and record date of receipt on invoice.
- g) Review vendor’s invoice for mathematical accuracy and indicate evidence of such review on the invoice.
- h) Compare terms, quantities and prices on the purchase order, vendor’s invoice and receiving report. Differences or open credit memorandum should be resolved before payment is made. If a partial shipment was received, the vendor should be paid only for the goods received.
- i) Calculate cash discounts, if applicable.
- j) Prepare check, voucher or other appropriate payment device. Check to ensure that amount of payment device agrees with requisition, purchase order, invoice, and is the appropriate amount owed.

- k) Submit the payment device to the proper party; i.e., Business/Human Resources Manager and/or CSA or designee, or other approved signers.
  - l) Obtain a copy or lower portion of check or payment device and keep in file with copies of requisition, purchase order and invoices.
  - m) Properly record all fully executed expenditures.
3. The Business/Human Resources Manager shall:
- a) Review all checks and payment devices.
  - b) Execute, when appropriate, checks and payment devices.
  - c) Submit, when appropriate, payment devices to the CSA or designee.

## **Section 11.11 Advertised Procurement Procedures for Purchases in Excess of \$20,000**

### **A. General Statement of Process**

There shall be two general types of advertised procurement procedures:

1. Advertised procurement by sealed bid requires that bids are publicly solicited and a firm fixed price contract providing for either a lump sum or unit price is awarded to the qualified vendor/bidder whose bid conforms to all the material terms and conditions of the invitation for bids and is the lowest in price. In order to utilize this process, the following conditions should exist:
  - a) A complete, adequate and realistic specification or description of the item or items to be procured is available.
  - b) Two or more responsible and qualified bidders are willing and able to compete effectively for the contract award.
  - c) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
2. Competitive proposal procurement is used when procurement by sealed bids is not appropriate because one or more of the above conditions do not exist which would, if present, justify the use of the sealed bid process.

### **B. Advertised Procurement by Sealed Bids**

Advertised procurement by sealed bids shall conform to the following requirements:

1. The invitation for bids will be publicly advertised and bids shall also be solicited from an adequate number of known vendors.
2. A reasonable and sufficient time shall be provided between the time of advertisement and the time when all bids must be received by the School.
3. The invitation for bids, which will include all specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond.
4. All bids will be publicly opened at the time and place designated in the invitation for bids.
5. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in the invitation, such factors as discounts, transportation costs, and maintenance costs may be considered in determining which bid is lowest.
6. Any or all bids may be rejected if the cause, therefore, is reasonable, in the best interest of the School, consistent with this Manual, and is fully documented. The procurement may thereafter be re-advertised for additional bids or, if consistent with law and this Manual, be procured by other means.

#### C. Procurement by Competitive Proposals

The process of procurement by competitive proposals requires that more than one source or vendor submit an offer of either a fixed-price or cost-reimbursable contract to the School for the goods or services to be procured. Such procurement shall be conducted as follows:

1. Requests for proposals shall be advertised in and about the Hopi and in metropolitan areas where such goods or services may be available and shall identify all evaluation factors by which the proposals will be evaluated and their relative importance in addition to a full description of the goods or services to be procured.
2. Proposals shall also be solicited from an adequate number of qualified sources previously known for their business with the School.
3. As a part of the process, criteria will be promulgated which afford a means of objectively evaluating all qualified proposals submitted. The criteria will be retained as a part of the documentation of the procurement. Such criteria may include such elements as bond ability, experience, and history of providing like goods or services, qualifications of management and staff to be involved in providing the goods or services, price and pricing procedures, procedures and mechanisms for resolving disputes and such other



evaluation criteria as may be appropriate to the particular procurement.

4. Award of a procurement contract will be made on the basis of the ranking of the proposals submitted based on the criteria established, price, and the advantage to the program to be served by the procurement.

### **Section 11.12 Emergency Procurement by Non-Competitive Proposal**

Procurement by non-competitive proposal shall be used only when the award of a contract is not feasible under small purchase procedures, competitive proposals or advertised procurement by sealed bids and one or more of the following circumstances exist:

- A. The item is available only from a single source.
- B. The exigency or emergency necessitating the procurement will not permit a delay resulting from competitive solicitation.
- C. The funding source authorizes non-competitive procurement.
- D. After solicitation of at least three sources, competition is determined to be inadequate.

In the event that one or more of the above circumstances are found to exist, then the School may solicit a proposal from one qualified vendor without competition.

### **Section 11.13 Construction and Facility Improvement Procurement/Acceptance of Regulation**

For all construction and facility improvement contracts or subcontracts exceeding an aggregate value of \$100,000.00, the School hereby accepts the bonding policy and requirements of the agency or authority of the funding source or awarding agency.

### **Section 11.14 Procurement Other than Through Purchase**

In addition to purchase, personal property may be procured by variety of other means, including securing assignment or gift of excess property from a federal agency, contractor, receipt of donations, loans and appropriation of resources from Hopi or other agencies and /or Native American and public lands. Such procurement may be an asset or liability to the School; therefore, all such acquisitions must receive prior approval of the Board or the CSA or designee as authorized by the Board. Any such property shall be treated as other property obtained under these procurement provisions.

## **ARTICLE XII. MANAGEMENT AND DISBURSEMENT OF PROPERTY**

### **Section 12.01 Property Management**

The School has adopted the Uniform System of Financial Records for Arizona School Districts (hereinafter “USFR”) for provisions regarding property management, warehousing procedure and inventory issues. Further, the School has adopted the Perpetual Inventory System Procedure and Forms found in Section VI-D-1 through 11 of the USFR and any amendments thereto. The CSA or designee, all relevant department heads and all personnel whose responsibilities and duties relate to property management shall familiarize themselves with the relevant USFR provisions, the requirements arising from the School’s funding contract, rules and regulations of the Hopi and the federal government relative to said contract regarding property management, inventory and disbursement reporting requirements. Failure on the part of the responsible party to comply with any of the above rules and regulations may result in disciplinary action.

It should be noted that the School is not agreeing to be bound by or be subject to Arizona law but is merely adopting the system of financial records as contained in the USFR.

### **Section 12.02 Conflicts in Regulations**

In any conflict between the rules and regulations arising from the School’s funding contract, the laws of the Hopi and/or the federal government and the USFR or these policies, the rules and regulations arising from the funding contract, the laws of the Hopi and the federal government shall control. In any conflict between the USFR and this Manual, the USFR shall control unless the specific policy expressly states that it is controlling.

### **Section 12.03 Applicability**

All property, other than food or other perishable supplies, must be processed through the Administrative Assistant or their designee (hereinafter “Administrative Assistant”), who shall be responsible for tagging where necessary and tracking said property.

### **Section 12.04 Inventory**

A physical inventory shall be conducted annually, every year. The results of the inventory shall be reconciled with the School’s internal property and accounting records. The Administrative Assistant shall be responsible for said inventory.

### **Section 12.05 General Purpose of the Property Management System**

The general purpose of the School’s policies regarding property management is to account

for all of the School's property, including property transferred by the Secretary for use under a self-determination contract or acquired with contract funds, and to establish requirements and procedures for the use, care, maintenance and disposition of all such property.

#### **Section 12.06 Type of Property to be tracked**

The property management system of the School shall track:

- A. Sensitive personal property, which is all personal property that is subject to theft and pilferage.
- B. Personal property with an acquisition value in excess of \$5,000.00 per item.
- C. Real property provided by the Secretary for use under the contract.

#### **Section 12.07 Records and Internal Controls**

The property management system shall maintain records that accurately describe the property, including any serial number, tag number or other identification number. The records shall also contain the following information: Source of the property, titleholder, acquisition date, cost, share of federal participation in the cost, location, use and condition of the property and the date of disposal and sale price, if any.

Internal controls shall include procedures:

- A. For the conduct of periodic inventories;
- B. To prevent loss or damage to property; and
- C. To ensure that property is used for the School until the property is properly declared to be in excess of or insufficient for the needs of the School.

#### **Section 12.08 Maintenance**

All School property shall be properly maintained. Required maintenance includes the performance of actions necessary to keep the property in good working condition, the procedures recommended by equipment manufacturers and the steps necessary to protect the interest of the School and funding entities and any express warranties or guaranties covering the property.

#### **Section 12.09 Federal Property**

Additional requirements for federal property (i.e., property which the School chooses not to take title) are as follows:

- A. Within ninety (90) days following the end of an annual funding agreement, the

School shall certify and submit to the Secretary an annual inventory of all federally-owned real and personal property used in the School" program.

- B. Said inventory shall report an increase or decrease of \$5,000.00 or more in value of any item of real property. Such property shall be disposed of as follows:
1. The School shall report to the Secretary, in writing, any federally-owned personal property that is worn out, lost, stolen, damaged beyond repair or no longer needed by the School.
  2. The School shall state whether the School wants to dispose of or return the property.
  3. If the Secretary does not respond within sixty (60) days, the School may return the property to the Secretary, who shall accept transfer, custody, control and responsibility for the property (together with all associated costs).

### **Section 12.10 Property Receiving**

All personal property, other than food or other perishable supplies, must be processed by the Administrative Assistant before use by any department or employee.

- A. The Administrative Assistant shall inspect the personal property so delivered to confirm whether the purchase order has been filled by the delivery and to identify those items that are subject to inventory.
1. The Administrative Assistant shall identify those items that were ordered and were not delivered and so notify the ordering department and the Business Office.
  2. The Administrative Assistant shall, after confirmation of receipt, deliver all shipping and billing documents to the Business Office.
  3. The Administrative Assistant shall cause items that are subject to inventory to be tagged and included in the property inventory of the School.
  4. The Administrative Assistant shall cause all remaining items to be delivered to the department that ordered the property.
  5. Items or quantities of items that are too large to be accommodated in the office of the Administrative Assistant shall be taken directly to the department purchasing them, and the Administrative Assistant shall be immediately notified of the delivery. The Administrative Assistant shall immediately thereafter go to that department and conduct their responsibilities as provided in this Section. No property so delivered shall be placed in use until the functions of the Administrative Assistant have been completed.

- B. The Human Resource Technician shall tag and enter into the inventory records all property subject to inventory. A Master Locator List shall be completed for each item of property subject to inventory. No such property shall be released to any person until such person has accepted custody of the property and signed the Master Locator List acknowledging that custodial responsibility.

### **Section 12.11 Food and Perishable Property**

- A. All deliveries of food shall be delivered to the cafeteria and properly and safely maintained in an appropriate storage area. All such property shall be inventoried upon receipt and properly used in an approved menu.
- B. All perishable property shall be delivered directly to the department ordering such property.
- C. All shipping and billing documents accompanying food or perishable property, together with the signed certificate of the receiving authority attesting to the receipt of all such property, shall be delivered to the Business Office by the department receiving such property.

### **Section 12.12 Hazardous Property**

- A. Any department ordering hazardous property shall notify the Maintenance Technician of the order before delivery is made. The notice shall identify the nature and hazard of the property, the name of the supplier and the approximate date of the intended delivery.
- B. At the time of delivery, such property shall be placed in a secure location accessible only to authorized persons. Such locations shall be clearly identified as having restricted access and as containing hazardous substances and equipment. The Maintenance Technician shall be immediately notified of the delivery so that he/she may perform their function with regard to the property prior to any use thereof.
- C. Hazardous property shall not be removed from that secure location except by persons properly authorized and trained to operate, handle and transport that property.

### **Section 12.13 Inventory System**

An inventory system of all personal property subject to inventory and belonging to the School shall be maintained by the Support Services. The inventory system shall be comprised of the following elements:

- A. All items of personal property shall be tagged and identified as the property of Moencopi Day School, and shall be identified with a property number and such other information as may be necessary for the proper control of the property.

- B. An electronic entry on the Master Locator List shall be prepared for each item of personal property subject to inventory. The Master Locator List shall identify the item of property, its property, serial or identification number, if any, the make of the property and contain such notations as will fully describe the property. The Master Locator Lists shall also provide for a record of the delivery of the property to a custodian by date, department, name of custodian, signature of custodian and the date upon which the item of property was returned to the Support Services. Each subsequent delivery of the item of property to a custodian shall be entered on the Master Locator List. The Master Locator List shall also contain the following information: Source (where property was acquired); cost; source of funds for cost; use; condition; date of disposal and sale price, if any. The Master Locator List shall be kept in an electronic format on the school's computer system with appropriate backup.
- C. A computer program shall be maintained in which each item of personal property that has been inventoried has been entered. Each entry shall identify the property, its property number, the department to which the property is assigned, the name of the custodian and the purchase cost of the property.

#### **Section 12.14 Annual Inventory**

An annual inventory shall be conducted not later than the 15<sup>th</sup> day of May in every year. The inventory shall be conducted by the Support Services and such other assistants as shall be designated by the CSA or designee. The inventory shall consist of a physical inspection of each item of personal property for which a Master Locator List has been prepared.

- A. The physical inspection shall confirm the following:
  - 1. That the item of personal property is the property described on the Master Locator List.
  - 2. That the item is in the custody of the named custodian.
  - 3. That the item is in proper operating condition.
  - 4. That the item is in current use or remains useful to the custodian for the purpose and function for which it is intended.
- B. When the Administrative Assistant determines from the physical inspection that the item is not as it is described on the Master Locator List, a notation shall be made on the Master Locator List to that effect and the discrepancy shall be resolved at the earliest reasonable time by the Administrative Assistant.
- C. When the Administrative Assistant determines that the item is not in the custody of the person named on the Master Locator List, the item shall be removed to a central storage facility and not returned until a proper custodial agreement has been entered on the Master Locator List.

- D. When the Administrative Assistant determines that the item is not in proper operating condition, the item shall be removed to a central storage facility until repairs can be made to bring the item into operating condition or until proper disposition can be arranged.
- E. When the Administrative Assistant determines that the item is no longer in current use or no longer remains useful for the purpose or function for which it was intended by the custodian, then the property shall be removed to a central storage facility, advertised in all departments of the School to determine further usage, or until proper disposition can be arranged.
- F. When the Administrative Assistant determines that an item cannot be produced by the custodian for inventory, such fact shall be immediately reported to the CSA or designee for further action consistent with the terms of this Manual.

### **Section 12.15 Duties of Custodian**

A custodian of property subject to inventory or items determined to be of a sensitive nature shall have the following duties concerning that property:

- A. To take all reasonable and prudent precautions to protect the property from loss, theft, unauthorized use, and damage.
- B. To report immediately any loss, theft, unauthorized use or damage of the property to the appropriate department head and to the Business/Human Resources Manager.
- C. To take all reasonable and prudent actions to recover or repair the property at the earliest reasonable opportunity.
- D. To surrender custody and deliver the property to the Business/Human Resources Manager upon the expiration of the need and proper use of the property or upon the expiration of employment.
- E. To cooperate and assist in the inventory of such property.
- F. To use the property only for the use or uses intended by the grant of custody and the mission of the department or program and to report immediately to the Business/Human Resources Manager when such property is no longer of use to the custodian.
- G. To pay the reasonable value or cost of repair of property to Moencopi Day School when said property is lost, stolen or damaged due to the negligence, or failure to perform the duties required, of the custodian.

### **Section 12.16 Responsibility of Department Head**

Every employee should secure a space to keep and store items of School property over which they are custodians and fulfill their duty as custodians of that property to keep it safe, secure

and free from damage or theft.

### **Section 12.17 Determination of Value or Cost of Repair of Lost, Stolen or Damaged Property**

The CSA or designee, after full and prudent inquiry, shall determine the responsibility of a custodian for the loss, theft or damage to property in their 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.

### **Section 12.18 Duties of Employees**

Every employee shall, before the annual inventory of School property, cause a survey of the property in the custody of the employee to be made. Such surveys shall determine and identify, as to each such item of property, the following:

- 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 is in need of 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 is in need of 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.

### **Section 12.19 Storage and Disposal of Property**

- 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/Human Resources Manager shall release each item of such property from the custody of the custodian listed on the Master Locator List for that item of property and show on such card its return to the central storage facility.
  - 2. The Business/Human Resources Manager shall cause a list of all such items of property to be circulated among the departments of the School.
  - 3. Thereafter, any department having a need and use for such property so listed may request that such property be transferred from the central storage



facility to the custody of an employee within the requesting department. Necessary repairs of such property shall thereafter be the responsibility of the department taking custody of the item of property.

- B. Any item of property that has remained in the central storage facility for five years or more, which has not been used or repaired during that time, shall be disposed of as follows:
1. The Business/Human Resources Manager shall cause a list of all such items of property to be circulated among the departments of the School. The list shall identify the items of property intended for disposal unless a request for their custody and use is made prior thereto by any department.
  2. Not less than thirty (30) days after the publication of the list among the departments of the School, a list of such property then remaining for disposal shall be circulated among the communities served by this School and other schools in the Hopi area. Items of property having a substantial value may be listed as being for sale at a price shown on the list. The sale of property shall be accomplished in compliance with 25 CFR 276.11.
  3. Such property as is requested or purchased by other schools or chapters shall be transferred to them.
  4. All remaining property shall be sold at auction (if that is economically feasible); properly disposed of as waste or disbursed in another reasonable manner approved by the Board. The obvious outcome to avoid in any disposition is the appearance of impropriety, unfair personal gain or favoritism.

## **Section 12.20 Development of Specific Procedures**

Departments and functions which utilize specific property requiring more specific procedures than those which are contained herein, such as use of vehicles, tools or equipment, shall develop written procedures concerning such use or function and submit them to the CSA or designee. The CSA or designee shall, by memorandum, designate those departments and functions which must develop and provide such procedures. In addition to those procedures required by the CSA or designee, a department or function may develop such property procedures as will assist in the operation of the department or function. All such additional procedures shall be consistent with the policies and procedures contained in this Manual.

## **Section 12.21 Approval of Specific Procedures**

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 CSA or designee for their review. If approved by the CSA or designee, 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 Moencopi Day School.

#### **Section 12.22 Amendment of Specific Procedures**

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 CSA or designee. 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 Moencopi Day School.

## **ARTICLE XIII. FUND BALANCE POLICY IN ACCORDANCE WITH GASB NO. 54**

### **Section 13.01 Purpose**

The purpose of this policy is to create new fund balance classifications to allow for more useful fund balance reporting and for compliance with the reporting guidelines specified in Statement No. 54 of the Governmental Accounting Standards Board (GASB).

### **Section 13.02 General Statement of Policy**

The policy of the School is to comply with GASB Statement No. 54. To the extent a specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail. This policy shall be implemented at the School.

### **Section 13.03 Definitions**

1. “Assigned” fund balance amounts are comprised of unrestricted funds constrained by the school district’s intent that they be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. In funds other than the general fund, the assigned fund balance represents the remaining amount that is not restricted or committed. The assigned fund balance category will cover the portion of a fund balance that reflects the school district’s intended use of those resources. The action to assign a fund balance may be taken after the end of the fiscal year. An assigned fund balance cannot be a negative number.

2. “Committed” fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the applicable Board and that remain binding unless removed by that Board by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.

3. “Enabling legislation” means legislation that authorizes the School to assess, levy, charge, or otherwise mandate payment of resources from external providers (i.e., P.L. 100-297 grants) and includes a legally enforceable requirement that those resources be used only for the specific purposes listed in the legislation.

4. “Fund balance” means the arithmetic difference between the assets and liabilities reported in a school district fund.

5. “Non-spendable” fund balance amounts are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. They include items that are inherently un-spendable, such as, but not limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale, or the permanent principal of endowment funds.

6. “Restricted” fund balance amounts are comprised of funds that have legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.

7. “Unassigned” fund balance amounts are the residual amounts in the general fund not reported in any other classification. Unassigned amounts in the general fund are technically available for expenditure for any purpose. The general fund is the only fund that can report a positive unassigned fund balance. Other funds would report a negative unassigned fund balance should the total of non-spendable, restricted, and committed fund balances exceed the total net resources of that fund.

8. “Unrestricted” fund balance is the amount of fund balance left after determining both non-spendable and restricted net resources. This amount can be determined by adding the committed, assigned, and unassigned fund balances.

9. “Encumbrance Reporting” means encumbering amounts for specific purposes for which resources have already been restricted, committed or assigned should not result in separate display of encumbered amounts. Encumbered amounts for specific purposes for which amounts have not been previously restricted, committed or assigned, will be classified as committed or assigned, as appropriate, based on the definitions and criteria set forth in GASB Statement No. 54.

### **Section 13.04 Classifying Fund Balance Amounts**

Fund balance classifications depict the nature of the net resources that are reported in a governmental fund. An individual governmental fund may include non-spendable resources and amounts that are restricted, committed, or assigned, or any combination of those classifications. The general fund may also include an unassigned amount.

### **Section 13.05 Minimum Fund Balance**

The School will strive to maintain a minimum unassigned general fund balance of 1.5 months of operating expenses.

### **Section 13.06 Order of Resource Use**

If resources from more than one fund balance classification could be spent, the School will strive to spend resources from fund balance classifications in the following order (first to last): restricted, committed, assigned, and unassigned.

### **Section 13.07 Committing Fund Balance**

A majority vote of the Board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the Board.

### **Section 13.08 Assigning Fund Balance**

The Board, by majority vote, may assign fund balances to be used for specific purposes when appropriate. The Board also delegates the power to assign fund balances to the Executive Director. Assignments so made shall be reported to the Board on a monthly basis, either separately or as part of ongoing reporting by the assigning party if other than the School Board.

An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

### **Section 13.09 Review**

The applicable Board will conduct an annual review of the sufficiency of the minimum unassigned general fund balance level.

## **ARTICLE XIV. ACCOUNTING PROCEDURES**

### **Section 14.01 General Accounting Policy**

The School has adopted the Uniform System of Financial Records for Arizona School Districts in situations wherein there are no controlling or applicable policies in this manual. The School's accounting procedures shall be as set forth and recommended in the USFR where there are no controlling or applicable policies in this manual. The School's accounting procedures shall also include any rules, regulations or requirements arising from the School's funding contract, rules, regulations and/or laws of the Hopi and the federal government. In the event of a conflict between the USFR and the policies set forth herein and the rules, regulations and requirements of the School's funding contract and laws of the Hopi and federal government, the rules, regulations and requirements of the School's funding contract and laws of the Hopi and federal government shall control. In the event of a conflict between the USFR and these policies set forth in this Manual, the USFR shall control unless said policies expressly state that they control. The CSA or designee and all relevant department heads and personnel with duties and responsibilities in these areas shall familiarize themselves with the above standard requirements, rules and regulations. Failure on the part of responsible parties to comply with said guidelines, rules, regulations and requirements may result in disciplinary action.

It should be noted that the School is not agreeing to be bound by or be subject to Arizona law but is merely adopting the system of financial records as contained in the USFR.

## **Section 14.02 Retention of Records**

Financial records, including documentation of supporting costs incurred by the School, must be retained for three (3) years from the date of submission of the single audit report to the Secretary. Records pertaining to any litigation, audit exceptions or claims requiring management systems data must be retained until the action has been completed.

## **Section 14.03 Applicable Regulations**

The School shall expend and account for contract funds and funds from any other revenue source in accordance with all applicable funding source and Hopi laws, regulations and procedures.

## **Section 14.04 Minimum General Standards**

The physical control and accounting procedures of the School shall be sufficient to:

- A. Permit preparation of reports required by any funding source; and
- B. Permit the tracing of any funding to a level of expenditure adequate to establish that said funding has not been used in violation of any restrictions or prohibitions contained in any agreement with a funding source, the Hopi or federal government. The School's financial and accounting systems shall include provisions for the following elements:
  - 1. Financial Reports. The accounting system shall provide for accurate, current, and complete disclosure of the financial results of School activities. This includes providing the Agency a completed Financial Status Report, SF 425.
  - 2. Accounting Records. The accounting system shall maintain records sufficiently detailed to identify the source and application of all funds received by the School. The system shall contain sufficient information to identify contract awards, obligations and unobligated balances, assets, liabilities, outlays or expenditures and income.
  - 3. Internal Controls. The accounting system shall maintain effective control and accountability for all School funding received and for all real property, personal property and other assets furnished for use by the School.
  - 4. Budget Controls. The financial management system shall permit the comparison of actual expenditures or outlays with the amounts budgeted by

the School.

5. Allowable Costs. The accounting system shall be sufficient to determine the reasonableness and allocability of School costs based upon the terms of any funding agreement, the laws of the Hopi and federal government. The accounting system of the costs should be consistent with OMB Circular A-87, "Cost Principles for State, Local Governments and Indian Tribes."
6. Source Documentation. The accounting system shall contain the accounting records supported by source documentation; e.g., cancelled checks, paid bills, payroll records, time and attendance records, contract award documents, purchase orders, and other primary records that support all School expenditures.
7. Cash Management. The accounting system shall provide for accurate, current and complete disclosure of cash revenues, disbursements, cash-on-hand balances and obligations by source and application for all School transactions.
8. Compliance with GASB 34 and 54 requirements.

#### **Section 14.05 Reconciliations**

The Business Consultant shall reconcile all accounts at least monthly and within fifteen business days of receipt of a bank statement regarding any account. Bank reconciliation shall be done according to the following procedure; the Business Consultant shall:

- a. Prepare written reconciliations for each bank account within fifteen days of the bank statement date.
- b. Identify all reconciling items with references to supporting documentation.
- c. Propose correcting entries or request the bank to make any necessary corrections for all errors detected in the reconciliation process.
- d. Require the Manager to review and approve each reconciliation and the resulting correcting entries.
- e. Investigate all outstanding checks and other reconciling items outstanding for more than six months and take appropriate action to eliminate the reconciling item.

The Business/Human Resources Manager shall act to provide checks and balances in the above procedures and maintain compliance.

The Business Consultant shall reconcile all bank statements with general ledger balances to ensure agreement between the two amounts and or quick resolution of any discrepancies. Failure to perform the above policy shall be grounds for severe disciplinary action up to and including termination.

The Business/Human Resources Manager shall be responsible for ensuring the above described policy is carried out. The Business/Human Resources Manager shall report to the CSA or designee if there is non-compliance with this policy and the CSA or designee shall ensure

corrective action.

## **Section 14.06 Investment Policy**

### **Purpose**

The Board considers an investment program a critical ingredient of sound fiscal management. The Board authorizes the CSA and his/her Board approved designee to manage all activities with the investment program in such a manner as to accomplish the objective of this policy.

### **Objective**

The objectives of the investment program are to secure a maximum yield on investments in order to supplement other revenues for the support of the school; safeguard and invest funds in accordance with tribal, federal and state laws, as well as grantor requirements; and to maintain the liquidity necessary to meet the school's cash requirements. The school may invest only in securities that are backed by the full faith and credit of the United States Government and in compliance with 25 U.S.C. § 2506(b) (2002). Permissible investments include:

1. Only obligations of the United States, or in obligations or securities that are guaranteed or insured by the United States, or mutual "or other" funds registered with the Securities and Exchange Commission and which only invest in obligations of the United States or securities that are guaranteed or insured by the United States;
2. Or investments deposited only into accounts that are insured by an agency or instrumentality of the United States, or are fully collateralized to ensure protection of the funds, even in the event of bank failure. Said deposits or certificates of deposits should be fully ensured by the FSLIC or FDIC.

### **Responsibilities**

#### **Board of Directors (School Board):**

The Board of Directors establishes the investment policy.

#### **CSA**

The CSA and his/her designee as approved by the Board shall manage all activities associated with the investment program in such a manner as to accomplish the objectives of this policy.

The CSA and his/her Board approved designee shall prepare a written report each month that lists all investment in beginning inventory, all transactions during the month and all investments on hand at the end of the month. The report shall include the stated interest rate, the interest earned (on a cash basis), the profit or loss on each transaction, and the market value of each investment.



The CSA and his/her Board approved designee shall also prepare an annual review and assessment of the school's investment program.

### **Use of Funds**

The Board shall determine in an open regularly scheduled School Board meeting, the use of funds for student educational programs which are deemed necessary and critical to the mission of the school. The use of interest funds shall not be used to supplant regular education funds and/or balance the budget for the school year.

### **Section 14.07 School Bank Policies**

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 protection of the funds and a system for School personnel handling student funds.

The School shall provide a means of bookkeeping which shall show the amount of student funds on hand at all times.

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 CSA or designee before the club/organization can raise funds and expend funds.
2. Every account, both individual and group, must be solvent at all times. 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/Human Resources Manager shall be appointed by the CSA or designee.
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.

#### B. Accounting

The following regulations and procedures shall be observed in connection with School bank accounting:

1. Basic Journal. A basic journal for all transactions shall be maintained by the assigned Business/Human Resources Manager.
2. Ledger. A ledger shall be maintained for all student accounts by the Business/Human Resources Manager.
3. Deposits. All deposit forms shall be pre-numbered and are to be accounted for. Money raised from activities by student clubs must be deposited in the student bank within two (2) working days of fund-raising activity.
4. Request for Payment/Withdrawal of Money. Each club shall fill out the appropriate form/requisition for payment/withdrawal of money before payment can be made. Request for payment/withdrawal of money shall be submitted no later than five (5) working days before the funds are needed. Minutes from the club and student council authorizing the expenditure/activity shall accompany the request for payment/withdrawal of money.
5. Bank Reconciliation. Promptly upon receipt of a monthly statement from a commercial bank, the statement will be reconciled to the journal.
6. Statement to Depositors. Monthly statements of club account balances shall be prepared by the Business/Human Resources Manager and given to depositors to inform depositors of transactions affecting their accounts. Monthly statements of club account balances shall be submitted to the CSA or designee's office. The statement to depositors will provide the depositors with an opportunity to reconcile their records to School bank records.
7. Receipts. Receipts for all student activity expenditures must be returned to the School bank within three (3) working school days. The receipts must be original and have the printed name of the vendor on the receipt. Unused funds must be returned with the receipts. The receipts, plus unused cash,

must equal the total of the receipt.

8. Closing Club Accounts. The club accounts which do not reflect any activity for a period of one (1) year may be transferred upon the approval of the CSA or designee to the School bank general account unless the approved plan of operation of such organizations make contrary provisions.

#### C. Activity Accounting Guidelines

1. Student activity operations must have the following:
  - a. Cash income must be secured by use of a cash box while the activity is in progress.
  - b. Two (2) persons shall maintain the cash box at all times during the activity.
  - c. Two (2) persons shall count the income at the end of the activity and verify the cash income by signatures.
  - d. A deposit slip should be prepared and verified.
  - e. Funds shall be deposited in the School bank or otherwise secured until they can be deposited in the School bank in accordance with School bank deposit guidelines.
  - f. Sponsors of activities must make arrangements to secure the income of their activities in advance.

#### D. Audit

Accounting records and documents of the School bank shall be audited each school year. Audits may be performed by an independent firm of certified public accountants.

### **Section 14.08 Transition Team/Hopi Board of Education Oversight**

As required by the Hopi Education Code, the Board shall, upon a written request and pursuant to the School's Records Requests Policy, provide an accounting of all expenditures, budgets, financial statements, and audits to the Transition Team, and once it is established, to the new Hopi Board of Education. In order to protect confidential or sensitive information, including, but not limited to, employee compensation data, employee medical information, student records and information, special education program information, pending projects and proposals, investigations, legal matters, or as otherwise required by federal or other applicable law, the Board reserves the right to redact information in its report.

The School recognizes the authority of the Transition Team and the new Hopi Board of Education, as stated in the Hopi Education Code, to approve or deny non-budgeted or unusual expenditures by a local school or local school board over \$5,000 prior to any funds being expended or committed by contract, as part of HBE's oversight and administration authority. However, notwithstanding such approval or denial, the School Board reserves the right, under its existing

governance structure, Tribal resolutions and BIE grants, to make the final decision, at any and all times, regarding all funding expenditures.

## **ARTICLE XV. SCHOOL BOARD POLICIES**

### **Section 15.01 School Board Authority**

The Moencopi Day School Board (hereinafter “Board”) shall have such authority as is vested in it, the laws of the Hopi, and the laws of the United States of America.

The Board may only act pursuant to resolutions duly enacted at official Board Meetings. Individual Board members shall not issue directives, take action or make representations on behalf or authority of the Board or on authority of their office unless they have been expressly authorized to do so by official, express action by the Board as set forth above.

### **Section 15.02 Oath of Office**

Each member of the Board which has been duly elected to that office pursuant to the laws of the Hopi shall, before serving, give the following oath of office:

*I, (name), do hereby solemnly swear that I will faithfully discharge the duties and responsibilities of the office of School Board member of the Moencopi Day School Board, that I will execute my duties and responsibilities in full accordance with the Articles of Incorporation, the Bylaws and all duly adopted policies, the applicable laws, regulations and ordinances of the Hopi and the United States of America, so help me God.*

Newly elected Board members shall be sworn in by the Village Governor, Judge, School Board President or some other similar public official at the discretion and selection of the current School Board.

### **Section 15.03 Bylaws**

The School’s Bylaws, as amended now and in the future, shall control the following matters, unless they are expressly set forth in these policies and procedures:

- A. Board powers, duties and procedures
- B. Procedure for meetings, quorums and voting
- C. Procedure for acting
- D. Board officers: Description of the office; powers and duties; election and term of office

A copy of the School's current, operant Bylaws or Amended Bylaws are incorporated herein by reference as if fully rewritten and shall be attached to this Manual as Exhibit A.

In the event of a conflict between these policies and the Bylaws, the Bylaws shall control.

#### **Section 15.04 Applicable Laws, Rules and Regulations**

Board members are subject to and shall act within: The School's policies and procedures, in their entirety; the School's Bylaws; the terms and conditions of the School's funding agreements; and the laws and regulations of the Hopi and federal government. Failure to so act may result in disciplinary action.

#### **Section 15.05 Conduct of Meetings**

- A. The CSA or designee shall prepare a written proposal of the agenda for all regular and special meetings of the Board in advance of such meeting. All written documents and submissions to the Board shall be first reviewed by the CSA or designee as a part of the agenda preparation. Documents shall be reviewed for completeness, compliance with existing laws, regulations and policy. The CSA or designee is authorized to return such submissions to the submitting party or authority in the event such submission is not complete or does not comply with existing law, regulation and policy. The CSA or designee shall enact such procedures for the submission of proposed items for the consideration of the Board as shall permit reasoned consideration of those items prior to the preparation of the proposed agenda. No agenda shall be determinative of the conduct of the Board meeting until such agenda shall have been approved by majority action of the Board.
- B. *Robert's Rules of Order* shall be used and followed in the conduct of all meetings of the Board to the extent that is practicable. The president may direct a departure from that authority whenever such departure is consistent with the matter under consideration.
- C. The order of business to come before the Board at any regular meeting shall be as follows:
  - 1. Call to Order
  - 2. Roll Call
  - 3. Approval of Agenda
  - 4. Call to the Public
  - 5. Approval of Minutes
  - 6. Reports

7. Old Business (discussion and possible action)
8. New Business (discussion and possible action)
9. Personnel
10. Reports
11. Adjournment

The order of business may be amended for any meeting by a motion which is duly made and seconded.

- D. Special meetings and emergency meetings shall have an abbreviated order of business which is consistent with the consideration of the matters duly coming before the Board at that time. Generally, special meetings should be limited to three (3) or less action items. The order of business for special meetings shall be as follows:
  1. Call to Order
  2. Roll Call
  3. Approval of Agenda
  4. Action Items
  5. Adjournment
- E. Public comment is a privilege not a right. The public comment form must be filled out and submitted to the Board President prior to the time for public comment to ensure propriety. Public comment should not be used for personal attacks on staff, students or Board members, or others. Public comment shall be addressed to the Board only upon matters relevant to the function, authority and responsibilities of the Board. The president will exercise such authority as may be necessary to limit public comment in order to protect due process and privacy rights, preserve order, require relevancy and to prevent redundancy and/or excessive length of public comment. Public comment shall be limited to two minutes per speaker. Board members cannot respond to public comments unless the comments address an item on the agenda or unless they constitute a personal attack on the Board member. A Board member may direct the administration to investigate the comment and/or place it on a subsequent agenda, but not direct action. A person wishing to provide public comment must complete a public comment form and turn it in to the Board before the start of the meeting. See Appendix XIV-A.
- F. The Board may retire to an executive session from which the public and all other persons are excluded, excepting only those persons invited by the Board to be present. Executive sessions may be held for consideration of personnel matters,

legal matters and the receipt of confidential information. No decision of the Board shall be made in executive session. All voting shall be done in public session.

- G. The Board President may vote, make motions and second motions as any other Board member during the above meetings.
- H. Board members are expected to attend Board meetings in person and that remains the strong preference of the MDS Board. However, in the event of real emergencies, illness or other like circumstances which may put the health, safety or welfare of a Board member at risk, a Board member may participate in a Board meeting through telephonic or electronic means. It shall be the responsibility of the Board member to make all necessary arrangements for such participation. A Board member so attending may fully participate, including making motions, seconding motions, voting and attending executive session if the circumstances allow sufficient confidentiality.

## **Section 15.06 Code of Ethics**

### **A. Education Needs and Welfare of Students**

It is recognized that the community must have a voice in the education of its children and members of the Board are elected to represent the community and guide the operation of the School for the benefit of the students. All decisions of the Board will be primarily determined by the educational needs of the students and their welfare. Community opinion and needs will, to the maximum extent possible, be considered. However, the educational needs and welfare of the students must take precedence in any and all decisions of the Board.

### **B. Faithful Discharge of Duty**

Each Board member has taken an oath of office in which he or she swore to faithfully discharge the duties and responsibilities of the office as a Board member. Dishonesty, inaccuracy and misrepresentation by a Board member are in violation of that oath. Therefore, a Board member is expected to be honest, fair, accurate and open in all reports and statements made to the Board. A Board member when reporting or discussing Board actions and decisions in a public forum, is expected to be accurate and informed when speaking and avoid taking personal credit for Board action or divulging confidential information.

### **C. Diligence in the Discharge of Duty**

Each Board member is elected to represent the voice of their constituency. The performance of that duty, and to be an effective Board member, requires diligence, study and attendance at all meetings. A Board member will, therefore, be expected to become familiar with all materials presented for study, attend all meetings and take an active part in all discussions and decisions where no conflict exists.

### **D. Exercise of Independent Judgment**

School boards are most effective when each member exercises their independent judgment

while avoiding the formation of factions or voting blocks. The process of discussion and consideration of an issue must involve the independent participation of every Board member, respect for the opinions of others and candor in the expression of one's own opinion. Compromises are beneficial so long as the compromise is consistent with the other provisions of this code of ethics.

#### E. Community and Political Responsibilities

Individual members of the Board are free to recognize their community and political responsibilities. However, those responsibilities must be conditioned by duty owed to the Board and the School. Prior to a decision duly made by a majority of the Board on any issue, it is appropriate that a Board member receive opinions of their constituency while exercising care that no indication is made concerning a future position or decision with regard to the issue or to influence public opinion regarding the issue. It is appropriate to discuss impending issues with other Board members, but no agreement should be privately made to vote in a particular manner concerning any issue privately discussed. Individual investigation of facts is improper except where specifically authorized by a resolution of the Board. Generally, investigation of any factual situation should be directed to the administration and not undertaken by the Board or any individual member. After a decision is made by majority action of the Board, it is the duty of each Board member to support the decision in all public statements.

#### F. Duty to Vote

Every Board member has a duty to vote on every issue presented for a decision of the Board if no conflict exists. A Board member may abstain from voting only when a conflict exists. An affirmative vote on any issue means the Board member is in favor of the motion. A negative vote by a Board member means only that the Board member does not agree with the motion as seconded and presented for a decision.

#### G. Official and Public Statements

The Board must recognize that official statements and public statements by Board members carry great weight with the community at large and may affect the welfare of many other people. It is, therefore, expected and required that any public statement, whether an official statement of the Board or a public statement by a Board member, must be:

1. Supportive of the philosophy, policy and procedure officially adopted.
2. Supportive of Board members and School personnel.
3. Fair, accurate and objective.
4. Devoid of any personal opinion expressed to create or influence public opinion.



## H. Conflict of Interest

Generally, a conflict of interest is defined as any consideration or influence experienced by a Board member which, when required to vote on an issue, competes with the best interests of the School and students. It is recognized that, to some degree, there is a conflict of interest involved in almost every decision of a Board member. However, ethical considerations apply only to defined areas of possible conflict and require special consideration and action by a Board member when experienced. Two categories of possible conflict are identified and the obligations of a Board member experiencing a conflict defined by category are provided.

1. A conflict of interest in this category obligates the Board member to report the perceived conflict of interest to the Board and to thereafter abstain from all participation in discussion or voting on the issue and from influencing or attempting to influence any person's position on the issue involving the conflict of interest. The Board member should absent themselves from the boardroom during all discussion and voting on the issue in order to avoid even the appearance of impropriety. The Minutes of the meeting should contain a record of the report of the conflict of interest and that the member having the conflict absented himself or herself from the boardroom during all discussion and voting on the issue. Conflicts of interest in this category are:

A financial conflict of interest is defined as any interest in any purchase or acquisition by the School of supplies, equipment, personal services or any other thing of value in excess of an aggregate value of \$100.00 during any thirty (30) day period, from the Board member or the Board member's immediate family or any business, partnership, corporation or proprietorship in which the Board member or Board member's immediate family has any ownership or management interest. This provision does not prohibit a Board member from placing a proposed purchase or acquisition on the agenda or from introducing the materials or services for sale to the Board prior to any Board consideration of the issue.

A familial conflict of interest is defined as any issue involving the hiring, promotion, or discipline of an employee of the Board or School when such employee is within the Board member's immediate family, as identified in Policy 2.06.

2. A conflict of interest in this category obligates the Board member to report the perceived conflict of interest to the Board. Thereafter, the Board shall discuss the perceived conflict of interest with the full participation of the member perceiving the conflict. After the discussion, the member may determine that it is proper to abstain from participation in any discussion concerning the issue or any vote thereon. However, if after the discussion the Board member feels that he or she can vote objectively and without being influenced by what had been perceived as a conflict, then the Board member shall participate in all discussions concerning the issue and may vote thereon. The Minutes of the meeting should contain a record of the report of the conflict of interest and the decision made by the member concerning participation in the determination of the issue. Conflicts of interest in this category are:

- A conflict which involves the differing values of the Hopi culture or tradition and the requirements or practices of Anglo government or business.
- A conflict which involves the differing values of Hopi traditional religion and the requirements or practices of Anglo government or business.
- A conflict which involves influences or pressures exerted by the community, the politics of the community, chapter or tribe or the duties of other public offices also held by the Board member.
- A conflict which involves the differing requirements imposed by the law governing the issue and moral, ethical or religious concepts of the Hopi culture.
- Any other perceived conflict of interest which the Board member feels may influence their ability to be impartial in any consideration or decision of an issue before the Board.

Board members must also abide by the School's general conflict on interest policy (Article II, Section 2.07), the laws of the Hopi and federal government.

### **Section 15.07 Discipline of Members for Violation of Code of Ethics and/or School Policy**

It is the intention of this Board that all violations of this Code of Ethics be met with appropriate discipline. Discipline shall, by majority decision of the School Board, consist of private counseling of the member found to have violated the Code of Ethics, private reprimand, public reprimand or such other action as may be allowable under Hopi law. All discipline, with the exception of the content of private counseling, shall be on the record as a part of the Minutes of the meeting. Private reprimands shall not be published in the public report of the meeting. Public reprimands shall be reported in the public report of the meeting.

The perception of possible violation of the Code of Ethics shall be verbally reported by any member at any time during a general meeting of the Board at which a quorum is present. The member who is perceived to have violated the Code of Ethics shall thereupon be afforded the opportunity to verbally respond to the report of a perceived violation and, thereafter, a general discussion shall be had as to the matter. Following said discussion, the issue of whether or not a violation of the Code of Ethics has occurred or is occurring shall be put to the vote of the members present. The member against whom the accusation is made shall abstain from said vote. All other members present shall be required to vote on the issue. If the member against whom the accusation is made is found, by majority vote of the other members, to have violated the Code of Ethics, then the matter of discipline shall be determined by majority vote of the members present, excepting only the member found guilty of a violation of the Code of Ethics.

## **Section 15.08 Authorized Payments to Members**

### **A. Compensation**

Board members shall not be paid, nor shall they receive, anything of value by way of payment for their services on the Board. However, board members shall be paid such stipend, as may be approved by the Board, for attendance at meetings called to order, for travel, for authorized attendance at association and conference meetings and such other duties as may be approved and adopted by majority decision of the Board.

### **B. Expenses**

Board members shall be entitled to receive reimbursement for their necessary and reasonable expenses incurred in the performance of their duties as Board members. Travel expenses, when authorized by majority decision of the Board, shall be paid at the regular rates paid to other employees of the School for similar travel.

### **C. Travel Advances**

Exigencies occurring during School-related travel and/or activities requiring a further expenditure of School funds shall be the responsibility of the traveler or travelers involved in the exigency. If the situation requires, School funds may be immediately expended, upon approval of the CSA or designee, as the exigencies may require, subject to reimbursement as may be determined appropriate by the school board on a case by case basis.

## **Section 15.09 School Board Members Loan and Use of Computers and MDS Electronic Information System**

It is noted that numerous boards and schools are utilizing electronics to better serve the school and its students, staff and community. A critical element in this increased use of electronics is ensuring that Board Members have access to portable computers that may be used for school purposes. Providing Board Members with laptop computers enables them to receive timely information from the school regarding Members, issues and other matters about which a Board Member should be informed or requiring the Board Members' response. Providing Board Members with computers further enhances their ability to: download training or offsite meeting data; perform their duties while on travel; prepare for board meetings; and, other activities which will benefit MDS. Based on the foregoing, the MDS Board has authorized the school to purchase and provide laptop computers to Board Members. The Board, however, recognizes the school's purchase of computers can be abused and misunderstood; therefore, the Board wishes to establish this policy and require strict compliance with this policy to avoid any abuse and/or appearance of impropriety. This policy makes it clear that:

- A. The computers remain the property of the school;
- B. The Board Members are only allowed use of the computers and ownership shall always remain in the school;

- C. Board Members shall be responsible for all loss, damage and/or repair of the computers;
- D. Board Members shall also return the computers to the school at the conclusion of their Board Membership in the same condition as it was received, normal wear and tear excepted;
- E. Should a Board Member fail to return the computer, or return it in worse shape than required above, the Board Member shall be responsible for the full cost of the repair and/or replacement of the computer;
- F. All use of the computers and the MDS electronic information system shall be in strict compliance with MDS policies and procedures and specifically, Article X, the Electronic Information System/Internet Acceptable Use Policy.
- G. Prior to delivery of the computer to the Board Member, each Board Member shall sign an acknowledgement of this policy and agreement to abide by this policy. Said acknowledgement and agreement shall contain the serial number of the computer and other identification information as may be necessary to enforce this policy. While Board Members are in possession of the above described computers they shall be bound by the MDS Internet policy and other reasonable rules for usage of the computer. The computer shall not be used in any unlawful or any other manner which may create harm, liability and/or embarrassment to MDS.

#### **Section 15.10 Failure to Attend Any Three (3) Regular Meetings and/or Work Studies or Work Sessions in a Fiscal Year**

Any Board member failing to attend any three (3) regular meetings, special meetings and/or work study sessions in a fiscal year without just cause, will be requested to resign their position in that attendance by all Board members is necessary to properly carry on the work of the Board. The Board may elect to call an executive session to discuss resolution of this matter should it occur.

#### **Section 15.11 Recall of School Board Members**

- A. General- an MDS School Board Member is subject to recall from their office of School Board Member by the qualified electors who are eligible to vote for MDS School Board Members (herein after Qualified Electors). A number of Qualified Electors equaling 50% of the number of votes cast at the last proceeding school board election for all candidates for the office of School Board, even if the candidate was not elected at that election, divided by the number of offices that were being filled at that election may, by recall petition, demand the recall of a Board Member.
- B. Recall Petition Limitations-
  - 1. A recall petition shall not be circulated against any School Board Member until the School Board Member has held office for six (6) months.

2. After one recall petition and election, no further recall petition shall be filed against the same School Board Member during that School Board Member's current term.
3. A separate petition must be filed against each Board Member sought to be recalled. Multiple Board Members may not be treated in a single petition.

C. Application for Recall Petition-

1. A person or an organization intending to file a recall petition shall, before printing or circulating the petition, submit an application for the petition which must contain:

- i. The name of the person or organization. If an organization the officers must be listed.
- ii. The address of the above.
- iii. A general statement of not more than two hundred words stating the grounds of the demand for the recall. This statement shall be printed on any subsequent petition. This general statement must allege specific just cause for the recall. Just cause includes, but is not limited to:
  - a. Convictions for misdemeanor, except minor traffic offenses;
  - b. Violation of specific MDS policies including, but not limited to, the policy set forth in Article VI, Standards of Conduct;
  - c. Any other act or acts which may discredit, damage (actual or to reputation or otherwise harm MDS) and like conduct.

The identification of just cause shall include the facts and circumstances to support the allegations. Failure to include just cause on the facts and circumstances supporting just cause may lead to the rejection of the petition.

- iv. A blank for the official number that is assigned to the recall.
- v. A blank for the signature of the MDS Election Commission Chairperson (hereinafter Chairperson) indicating approval of the petition.
2. The application for recall petition shall be submitted to the Chairperson of the MDS Election Commission. The Chairperson shall review the petition for compliance with all requirements of this policy. The Chairperson shall complete their review within ten (10) business days from the date a petition is submitted and deliver the results of the review and the decision regarding petition with the reasons therefor, to the petitioner with the approval to go forward with the petition or the denial of the petition.
3. Should the Chairperson of the MDS Election Commission (Commission) deny the

petition, petitioner may appeal that decision to the Commission as a whole within five (5) working days of Notice of the decision by filing a written appeal to the Commission within that time. Failure to file a written appeal within that time constitutes a waiver of any such appeal.

D. Form of a Recall Petition shall be as follows:

# Recall Petition

We, the qualified electors of the electoral district from which \_\_\_\_\_  
 \_\_\_\_\_ [name and title of office] was elected, demand his  
 recall. The grounds of this demand for recall are as follows: \_\_\_\_\_

[illegible]

[State in two hundred words or less the grounds of the demand.]

Name	Address	Date
------	---------	------

AFFIDAVIT

Affiant, appearing before me this \_\_\_\_ day of \_\_\_\_\_, 2020, did swear and affirm that he/she witnessed the attached signatures and believes them to be legitimate for the purposes of this Recall Petition.

\_\_\_\_\_  
Affiant

STATE OF ARIZONA       )  
  ) ss.  
County of \_\_\_\_\_)

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day of \_\_\_\_\_, 2020,  
by Affiant: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



### Signatures and Verification-

1. Every qualified elector signing a petition for a recall election shall do so in the presence of the person who is circulating the petition and who is to execute the Affidavit of Verification on the reverse side of the signature sheet. At the time of signing, the qualified elector shall sign and print his first and last name, the elector's residence address or if the elector has no street address, a description of his residence location, and the date on which the elector signed the petition.
2. The person circulating the petition and before whom the signatures were written on the signature sheet shall in an affidavit on the back of the signature sheet, subscribed and sworn by that person before a notary public verify that each of the names on the sheet was signed in the presence of the person circulating the petition on the date indicated, and that in his/her belief each signer was a qualified elector. It should be clear that the person circulating the petition must sign the affidavit for each and every person.
3. No employee or Board Member of MDS may apply for or circulate a petition. Employees and Board Members may sign a petition if they so desire.

### E. Filing Petitions-

1. Completed petitions shall be filed with the Chairperson of the MDS Election Commission. The Chairperson shall review the signatures and determine if they are sufficient for a recall. The Chairperson's decision is final.
2. Should the Chairperson find the petitions sufficient for a recall election, the Chairperson shall notify the Board Member or Board Members against whom petitions have been filed. The notice shall state that a recall petition has been filed, the grounds therefor, and notify the challenged Board Member that they have a right to prepare and have printed on a ballot a statement containing not more than two hundred words defending their official conduct. The notice shall further inform the Board Member that the position statement must be received within ten (10) business days after the date of the notice or the statement shall not be printed on the ballot. The Chairperson shall determine whether or not the statement complies with these policies and whether or not it may be provided or noted herein.
3. Should the Chairperson find the number of signatures sufficient, they shall order that a recall election be called and held within sixty (60) days of the Chairperson's decision. The recall election shall be conducted pursuant to MDS election policies as and for any other school board election. Copies of the petitioner's grounds for petition and the Board Member's response to the allegations shall be available for all electors at all polling places during the election.
4. The election shall proceed to its conclusion as provided for School Board elections under MDS policies.

If the recalled Board Member receives a sufficient number of votes under the policies they shall be re-elected and the recall shall terminate.

5. Should the recalled Board Member not prevail in the election, the winner of the election shall be seated on the Board. If defeated or if the recalled Board Member resigns or steps down prior to the election, the recalled Board Member may not run for the school board for a period of five (5) school years from the date of the recalled election.

## **Section 15.12 Moencopi Day School Election Code**

### **A. General Principles for Election Code**

The Board shall annually, at a January meeting or as soon thereafter as possible, appoint a three- person independent MDS Election Commission to oversee and conduct School Board elections. One (1) three (3) year, and two (2) two year terms. Each Commissioner shall receive a stipend of \$80.00 per official meeting.

### **B. Eligibility to Vote for and Nominate School Board Members**

1. If you a parent or legal guardian of a student currently enrolled at MDS or
2. A member of the Village of Upper ~~and~~ or Lower Moencopi; or a Moencopi Village member residing within the Moencopi Day School twenty 20-mile attendance area or
3. An Moencopi Day School employee
- 4 Must be 18 years of age or older
- 5 Not a former MDS BOD member who has resigned from the MDS Board in the three (3) ~~three~~ years prior to date of election.
- 6 A person may nominate himself or herself, who meets the qualifications set forth in 15.12 (C)

### **C. Eligibility/Qualifications to be a Board Member**

1. Must be a member of the Hopi Tribe
2. Must be 18 years of age or older on or before the date of the election
3. Must reside in the Villages of Upper or Lower Moencopi or reside in the Moencopi Day School twenty (20) mile attendance area
4. Cannot be an employee of Moencopi Day School
5. Not a former MDS Board member who has resigned from the MDS Board in the three (3) years prior to the date of the election.
6. Cannot be an officer of the Moencopi Day School Parent/Teacher Organization
7. Cannot be an employee of the Hopi Tribal Department of Education
8. Cannot be a member of the Hopi Tribal Council
9. Cannot be a member of Moenkopi Village Council or Moenkopi Lower Village Board
10. A person is not eligible to be a Board Member if his or her spouse works for the Moencopi Day School
11. No two (2) immediate family members, as defined in “School Board Policies” may serve

on the Board concurrently. A Board Member must successfully pass a fingerprint and background check as required by P.L. 101-630 as soon as possible after the election and in any event, within the first ninety (90) days of their term. If a Board Member is not able to successfully complete the background check, they will be automatically removed from the Board. If a Board Member is subsequently convicted of a crime barred by P.L. 101-630, they must immediately resign.

D. Term of Office

School Board terms shall be for three (3) years and School Board Members are limited to two (2) consecutive terms; however, they may, after a one (1) term absence, run again for the School Board.

E. Provisions

1. The Election Commission shall publicize upcoming elections as they deem appropriate and no later than ninety (90) days prior to the election date.
2. Those persons identified in paragraph 15.12(B) may nominate a person, including himself or herself, who meets the qualifications set forth in 15.12(C) by filing a written nomination of any such person with the Election Commission by delivering the written nomination, addressed to the Election Commission to the MDS Administrative Assistant, at least sixty (60) calendar days prior to the scheduled election. The written nomination must include a signed statement by the nominee that they meet the qualifications set forth in 15.12(C) and that they will serve as a MDS Board Member if elected. (See sample below.) This means the written nomination must be postmarked if mailed or hand delivered to the MDS Administrative Assistant at least sixty (60) calendar days before the MDS Board election. Nominations submitted after the above deadline, will not be placed on the ballot. A person may nominate himself or herself.
3. The Election Commission shall verify that nominees agree to be nominated and serve on the Board if elected by personally contacting the nominees.
4. The Election Commission shall ensure that all nominees meet the requirements to be a MDS Board member as set forth in 15.12(C). Nominees shall fully cooperate with the Election Commission in determining whether or not they meet the qualifications. Any nominee not so cooperating with the Election Commission may be excluded from the ballot.
5. The Election Commission shall ensure that all duly nominated and qualified candidates for the Board are placed on the ballot.
6. The regular, annual School Board election shall be held in December of each year with the exact date and time to be set by the Election Commission. The election shall take place at the school
7. Candidates are encouraged to submit a photo that will be placed on the ballot. If a candidate fails to submit a photo, their name shall be listed on the ballot without a photo.
8. School Board election votes shall be counted and posted by the Election Commission in a public proceeding.
9. In case of a tie, the ballots will be recounted. If after a recount the tie continues, then there shall be a subsequent tie-breaker election to be scheduled and conducted by the Election Commission.

10. Certification of Election Results – *The Election Commissioners shall sign the results of the election at such time when the results are finalized* and these shall be the certified election results which shall control unless there is a successful challenge. The Election Commission shall provide the results to the *Chief School Administrator* or designee for posting.
11. Posting of Certification of Election Results –The Election Commission will post the certified election results no later than twenty (24) hours after the election. If there is a challenge, that will be noted on the certified election report and newly certified election reports shall be posted after a challenge is upheld or exhausted.
12. Challenges – If a candidate wishes to challenge the election results they may do so in writing and submit the written challenge to the Election Commission in care of the Moencopi Day School Administrative Assistant no later than five (5) working days after the election. The challenger must state with specificity all of the reasons and facts supporting their challenge of the election results. The decision of the Election Commission regarding any such challenge shall be final.
13. The newly elected officers will be administered the oath of office by the Upper Village of Moencopi Governor, a Judge, the President of the School Board, or a similar public official at the next official meeting of the MDS Board after the election. Administering the oath of office shall be automatically placed at the beginning of the next official meeting on the MDS School Board and shall take place at that time, barring any unforeseen circumstances without motion or second by any Board member. An incumbent Board member shall remain in office until such time as the newly elected replacement Board member is administered the oath of office and seated as set forth in this provision.
14. These election procedures and policies may be reviewed and modified by the Board by a simple majority vote at a School Board meeting at which a quorum is present.

#### F. Special Election

In the event that a vacancy occurs, whether due to resignation or recall, the Election Commission shall set a date for a Special Election sixty (60) days after the vacancy is determined by the School Board. The policies set forth in Section 15.12, regarding elections, shall be adhered to.

SAMPLE OF WRITTEN NOMINATION:

I, \_\_\_\_\_, am a parent or legal guardian of a student at Moencopi Day School and a resident and a Hopi member of the Village of Upper or Lower Moencopi and I am 18 years of age or older. I hereby nominate \_\_\_\_\_ for the Moencopi Day School, School Board, in the upcoming election.

\_\_\_\_\_  
Signature of person making the Nomination

Acknowledgement:

I, \_\_\_\_\_, accept the above nomination, meet the eligibility/qualifications noted in the Moencopi Day School Election Code 15.12 (C), and agree to serve a term of three (3) years on the Moencopi Day School Board, if elected.

\_\_\_\_\_  
Signature of Nominee

## APPENDIX XV-A

### MOENCOPI DAY SCHOOL PUBLIC COMMENT FORM

Name	
Mailing Address	
Telephone	
Name of Student(s) or Person(s), if any, the individual is representing:	

Public comment is a privilege not a right. The public comment form must be filled out and submitted to the Board President prior to the time for public comment to ensure propriety. Public comment should not be used for personal attacks on staff, students or Board members, or others. Public comment shall be addressed to the Board only upon matters relevant to the function, authority and responsibilities of the Board. The president will exercise such authority as may be necessary to limit public comment in order to protect due process and privacy rights, preserve order, require relevancy and to prevent redundancy and/or excessive length of public comment. Public comment shall be limited to two minutes per speaker. Board members cannot respond to public comments unless the comments address an item on the agenda or unless they constitute a personal attack on the Board member. A Board member may direct the administration to investigate the comment and/or place it on a subsequent agenda, but not direct action.

**Statement of Comment** (provide specific details by clearly stating the proposed comment and all relevant dates, statements and witnesses):

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**Action Requested:**

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**Time Needed:** \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

## **ARTICLE XVI. CONFIDENTIALITY OF STUDENT RECORDS**

### **Section 16.01 General Policy**

It is the policy of the School and, therefore, the duty of all employees, agents, representatives and students of the School to respect and protect the privacy of all students and student records to the fullest extent possible within the law and to the degree possible given the informational needs in performing the educational mission of the School. Violations of these policies are grounds for disciplinary action.

### **Section 16.02 Confidentiality**

Disclosure of student education records will be made in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232(g) and corresponding Federal Rules and Regulations set forth in 34 CFR 99, as well as the requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1400 et seq. and corresponding Federal Rules and Regulations set forth in 34 CFR 300.500. The making, maintenance and keeping of student records shall comply with 25 CFR 43 as applicable.

If a parent of a student or an eligible student has reason to believe that a violation of FERPA has occurred, that person should immediately contact the CSA or designee. Any alleged violation will be immediately investigated by the School and corrective measures will be taken as necessary. The person also has the right to file a complaint with the Family Policy Compliance Office, U.S. Department of Education, Washington, D.C., 20202-4605. Copies of these policies and procedures will be available to a parent or eligible student at the office.

### **Section 16.03 Definitions**

- A. Dependent Student. Any student who has not become eighteen (18) years of age.
- B. Education Record. All records which are directly related to the student and which are maintained by the School or an employee on behalf of the School. Not included are:
  - 1. Records by instructional, supervisory and administrative personnel which are kept in the sole possession of these individuals and are not revealed to any other person except a temporary substitute for the maker of the record.
  - 2. Records of the law enforcement unit of the School.
  - 3. Records made and maintained in the regular course of business and relating to the employment of a student who is employed by the School and whose employment is unrelated to the individual's status as a student.



4. Records of a student eighteen (18) years or older or who is attending a post-secondary institution when those records are made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional in connection with treatment of the student and are disclosed only to individuals providing such treatment. This does not include remedial educational activities or activities that are part of the educational program of the School.
5. Records containing information about an individual after (s)he is no longer a student at the School.

C. Eligible student. A student who has reached eighteen (18) years of age or is attending a post-secondary school.

D. Parent. A natural parent of a student, regardless of whether that parent has custodial rights to the child, unless the School has been provided with evidence of a court order, statute or other legally binding document relating to such matters as divorce, separation or custody that specifically revokes these rights; a guardian or an individual acting as a parent in the absence of a parent or guardian.

E. Personally Identifiable Information. This includes, but is not limited to, the following:

6. The student's name;
7. The name of the student's parent or other family member;
8. The address of the student or student's family;
9. A personal identifier, such as the student's Social Security number or student number;
10. A list of personal characteristics that would make the student's identity easily traceable; or
11. Other information that would make the student's identity easily traceable.

F. Student. Any individual who is or has been in attendance at the School and regarding whom the School maintains education records.

#### **Section 16.04 Rights of Parents or Eligible Students**

Parents, their designated representative, or eligible students have the right to be provided with an opportunity to inspect and review educational records within forty-five (45) days of the date such review is requested. In the case of a special education student, the School shall comply with the request without unnecessary delay and before any meeting regarding an IEP or any hearing relating to the identification, evaluation or educational placement or the provision of FAPE

with respect to this student. If the requesting party is prevented by circumstances to review the record, the School will either provide a copy of the records or make other arrangements which will allow for an opportunity to inspect the records.

Parents or eligible students have the right to correct or amend the record if they believe that information contained in the record is inaccurate, misleading or in violation of FERPA (Free and Appropriate Public Education). The School will decide within two (2) weeks whether or not the records should be amended. If the School determines that no amendment is appropriate, the parents are entitled to a hearing to challenge the School's decision.

Any hearing pursuant to this Section will be held within forty-five (45) days after the request has been made. Parents or eligible students will receive notice at least twenty (20) days prior to the hearing. Service of the notice shall be by personal delivery or certified mail, return receipt requested. The hearing will be conducted by a hearing officer who has no direct interest in the outcome of the hearing. Parents have the right to be represented by an attorney or other individuals at the parents' expense. The parents may present evidence and argument on all issues involved and have the right to cross-examine the witnesses. The hearing officer may make evidentiary rulings. Formal rules of evidence, such as are required in a judicial proceeding, need not be followed. The hearing will be confidential. The hearing officer's decision will be based solely on the evidence and will be issued within twenty (20) days after the conclusion of the hearing. The School will take appropriate action based on the recommendation of the hearing officer.

Parents or eligible students have a right to be notified of their right under FERPA and of the procedures thereunder. The School will provide a Notice to Parents and Eligible Students within the first two (2) weeks of each school year and to the parents of each newly enrolled student or eligible student thereafter. A copy of the Notice which is to be sent is attached hereto and made a part hereof as Appendix A to this Section. In the event that the home language of the parent or eligible student is not English, the School will either provide a written notice in the home language of the parent or eligible student or will communicate the information orally by means of an interpreter.

When a record contains information about students other than a parent's child or the eligible student, personally identifiable information regarding other students must be excised or blocked out. The parent or eligible student may not inspect and review the records of the other students.

### **Section 16.05 Fees**

All records may be reviewed free of charge. The School may charge a reasonable fee for copying an education record at the request of a parent or eligible student.

No fee will be charged when the imposition of such a fee effectively denies access to the records by a parent or eligible student.

## **Section 16.06 Directory Information**

The School will disclose directory information about a student without prior consent of the parent or eligible student. “Directory information” is such personally identifiable information contained in the record which the School does not consider harmful or an invasion of privacy if disclosed. The School hereby designates the following information as directory information:

1. The student’s name.
2. The names of the student’s parents.
3. The student’s address.
4. The student’s date of birth.
5. The student’s grade level.
6. The student’s extracurricular participation.
7. The student’s achievement awards or honors.
8. The student’s weight and height if a member of an athletic team.
9. The school or school district the student attended before enrollment in Moencopi Day School.

The designation of directory information and the School’s policy on disclosure of directory information will be provided to the parent or eligible student in the Notice to Parents or Eligible Students at the beginning of the school year or upon enrollment, if enrollment occurs during the school year. The Notice to be provided is attached hereto and made a part hereof as Appendix B to this Section.

Upon receiving the Notice, the parent or eligible student will have a period of two (2) weeks to object to the disclosure of all or part of the directory information. Any objection must be in writing. If no written objection is received during the specified time period, the School will assume that the parent or eligible student has consented to the disclosure of the directory information. The custodian of records shall indicate in each student’s educational record whether or not the disclosure of directory information is permissible under this Section.

## **Section 16.07 Access to Student Records by Persons Other Than Parents or Eligible Students Only By Consent**

Except as specifically set forth herein, the School will release student education records only with a parent’s or eligible student’s prior written consent or as required by law. A copy of the Consent form is attached hereto and made a part hereof as Appendix C to this Section. At a minimum, the consent must include a description of the specific records to be released, the purpose or reasons for the disclosure, the person or organization to whom the records shall be released, the

signature of the parent or eligible student, the date the consent is signed and the period of time for which the consent is valid.

### **Section 16.08 Release of Records Where No Consent is required**

The CSA or designee or a person authorized in writing by the CSA or designee may release student education records without consent by the parent or eligible student under the following circumstances:

- A. To School officials with a legitimate educational interest.  
  
A “legitimate educational interest” is a person’s need to know in order to properly perform a necessary administrative task or to perform a necessary task directly related to the student’s education or to perform a service or benefit for the student or the student’s family.
- B. To another school where student intends to enroll.
- C. To organizations conducting studies to develop, validate or administer predictive tests, improve instruction and administer student aid programs as long as:
  - 1. The study does not disclose personal identification of parents and student, and
  - 2. Information is destroyed after conducting the study.
- D. To applicable entities and local officials, pursuant to applicable law, if the allowed reporting or disclosure concerns the juvenile justice system and the system’s ability to effectively serve the student whose records are released.
- E. To accrediting organizations to carry out their accreditation functions.
- F. To parents of a dependent student as defined by section 152 of the Internal Revenue Code.
- G. Pursuant to a judicial order or subpoena provided that the School has made a reasonable effort to notify parents/eligible student so that they may seek protective order, unless disclosure is in compliance with:
  - 1. A federal grand jury subpoena and the court has ordered that the information furnished in response to the subpoena not be disclosed, or
  - 2. Any other subpoena issued for a law enforcement purpose and the court or other issuing agency has ordered that the information furnished in response to the subpoena not be disclosed.
- H. Health/Safety Emergency:

1. The School may disclose personally identifiable information to appropriate parties in connection with an emergency if the information is necessary to protect the health or safety of the student or other individuals. The School will determine the existence of such an emergency by considering the following criteria: Whether the person to whom the information is to be disclosed is qualified and able to deal with the emergency; whether the information is necessary for a prompt resolution of the emergency; whether the seriousness of the threat to health and safety of students or other individuals warrants the disclosure of the information.
  2. The School may include in a student's educational records disciplinary actions taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the School community.
  3. May disclose such information to teachers and School officials who have a legitimate educational interest in the student's behavior.
  4. May disclose such information to teachers and School officials in other schools if they have a legitimate educational interest in the student's behavior.
- I. The disclosure is to the parent of a student or to the eligible student.
  - J. The disclosure is information which has been designated by the School as "directory information" and the procedures regarding disclosure of directory information have been followed.

#### **Section 16.09 Conditions Relative to Special Education Student Records Only**

Records of students in special education programs will be kept by specifically designated School employees who will receive training in the confidentiality policies and procedures required in the collection, storage, disclosure and destruction of student records. The School shall maintain, for public inspection, a current listing of the names and titles of all employees who have access to personally identifiable information.

Parental consent must be obtained (1) before personally identifiable information is disclosed for any purpose other than meeting a requirement under this section (i.e., legitimate educational interest) or (2) if the information is to be disclosed to anyone other than officials of participating agencies who collect or use the information under IDEA or (3) whenever disclosure with parental consent is required under FERPA. The School shall inform the parents when personally identifiable information is no longer needed to provide educational services to the child. If the parent so requests, the information will be destroyed. However, basic identifying data, attendance data and academic data may be retained by the School.

## **Section 16.10 Records of Access Requests**

The School will keep a log of all access requests with each student record. The log will include the name of the individual or organization making the request; the purpose or reasons for the request; the date of the request and whether or not the request was granted. The log will be maintained as long as the student's education record is maintained by the School.

If the School releases information to third parties with the understanding that the requesting party will disclose the information to additional parties, then the log must also include the names of the additional parties and the legitimate interests which each of these additional parties has in obtaining that information.

No record will be kept if the request was made by:

1. The parent or eligible student.
2. An authorized School official with a legitimate educational interest.
3. A party who has the written consent of the parent or eligible student
4. A party seeking directory information.
5. A party seeking the records pursuant to a Federal grand jury or other law enforcement subpoena and the Court has ordered that the existence or contents of the subpoena or the information furnished in response to the subpoena not be disclosed.

## **Section 16.11 Destruction of Student Records**

Records other than those containing basic identifying data, attendance data and academic data will not be destroyed. After five (5) years of being inactive, student records will be archived at the Office of Trust Records/Indian Affairs Records Management.

## **Section 16.12 Notice to be placed on Records Released**

All records released to any party outside of the School shall have attached to every page, or placed upon every page, a notice stating:

*"This student record is released to you on the specific condition that you will not permit any other party to have access to the information contained herein without the specific written consent of Moencopi Day School."*

The School shall not consent to such secondary access unless and until the eligible student or the parent of the dependent student shall have executed consent to such secondary access in writing.

### **Section 16.13 Standards for Creation of Student Records**

- A. Student records shall contain only information concerning a student which is relevant and necessary to the accomplishment of the educational and personal welfare of the student and is authorized by law.
- B. Student records which are used to make any determination concerning a student shall be maintained with such accuracy, relevance, timeliness, and completeness as is reasonably necessary to assure fairness to the student.
- C. Information which is or may be used in determining a student's rights, benefits or privileges under any program, grant or contract, shall be collected directly from the student or their parent, to the greatest extent possible.

### **Section 16.14 Secure Maintenance of Records**

- A. All student records shall be maintained with appropriate administrative, physical or technical safeguards to ensure the security and confidentiality of records and to protect against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any student on whom such information is maintained.
- B. All permanent student records shall be kept and maintained in a locked container under the direct and immediate supervision and control of the CSA or designee.
- C. Temporary student records and copies of permanent student records shall be kept and maintained by the CSA or designee.
- D. All student records which are physically maintained in written form shall be so maintained subject to the following safeguards:
  - 1. All areas in which the student records are maintained or regularly used shall be posted with a warning set forth in Appendix D to this Section.
  - 2. During working hours, the area in which the student records are maintained or used shall be occupied by authorized personnel, or access to the student records shall be restricted by their storage in locked metal file cabinets or a locked room.
  - 3. During non-working hours, access to the student records shall be secured and restricted by their storage in locked metal file cabinets or a securely locked room to which no keys are available but to authorized personnel.

E. All student records which are electronically stored in a computer systems shall be maintained in a manner by which access shall be restricted by physical lockout of the computer or by access which is limited to a password known or available only to authorized personnel. All student records, so kept or maintained in a computer system, shall be backed up weekly, which shall be maintained with the same security required for physical records.

F. All authorized personnel shall be, not less than annually, provided with a review of the security requirements contained herein by the CSA or their designee.

#### **Section 16.15 Standards of Conduct for Authorized Employees**

A. No employee may disclose the information contained in, or provide or permit access to, student records unless that disclosure or access is permitted by this Manual or is made to the parent of a dependent student or to an eligible student to whom the record pertains.

B. Every employee whose duties require or permit handling of student records shall, at all times, take care to protect the integrity, security and confidentiality of student records.

C. No employee may alter or destroy a student record unless:

1. Alteration or destruction is properly undertaken in the course of the employee's regular duties or is specifically authorized by the CSA or designee
2. Alteration or destruction is required by order of a court of competent jurisdiction.



## APPENDIX XVI-A

### Notice to Parents and Eligible Students

Dear Parent/Eligible Student:

If you need to have this letter translated, please contact the CSA or designee

The Moencopi Day School Board has established a written policy governing confidentiality of student records, pursuant to the Family Education Rights and Privacy Act, 20 U.S.C. §1232(g) and 34 C.F.R. Part 99 and the Individuals with Disabilities in Education Act, 20 U.S.C. §1400 *et seq.* 34 C.F.R. §300.500 *et seq.* Copies of the relevant policies are provided to the student. Additionally, copies are available in the administrative office.

The student records maintained by the School include identifying data, attendance data, and academic data as well as health data, incident reports and psychological evaluations and reports. These records are located at the administration office under the supervision of a designated School Registrar. Generally, these records are available to teachers and staff members working with a particular student and assist the teacher and staff member in providing appropriate educational services to the student. You have the right to inspect and review any and all educational records maintained by the School and pertaining to your child. If you would like to inspect and review your child's record or, in the case of an eligible student, if you would like to inspect and review your own record (except for medical and mental health records), you must submit a written request to the School administrative office. The School will comply with your request within a reasonable time but, in any event, within forty-five (45) days of the date of the request.

The School is not required to give an eligible student access to his/her mental health or medical records. However, the eligible student may have the records reviewed by a physician or other professional of the student's choice, with the written consent of the student.

The School may charge a reasonable copying fee unless the imposition of such a fee would prevent you from exercising your right to inspect and review the records. In extraordinary circumstances, when it is not feasible for you to come and inspect the records personally, the School will mail a copy of those records to you at the address provided by you.

If you believe that information contained in the records is inaccurate or misleading, you may request that the records be amended. Your request must be in writing, contain the specific information which you believe to be inaccurate or misleading and must contain the reasons why you believe the information is incorrect or misleading. If, after a review of the records, the School does not agree with your conclusion that the record should be amended, you have the right to request a hearing on that issue. The hearing will be conducted by an individual who does not have a direct interest in the outcome of the hearing.

The School has designated the following information as “directory information”: student’s name, address, telephone listing, date and place of birth, the names of the student’s parents, the student’s grade, the student’s extracurricular participation, the student’s achievement awards and honors, the student’s weight and height, if a member of an athletic team, the student’s photograph, the school or school district the student attended before enrollment at this School.

You have the right to refuse permission for the School to use the above-designated “directory information”, or parts of it, with respect to your child. In that case, you must notify the school of your refusal, in writing, within two (2) weeks from the beginning of the school year, or if your child enrolls after the beginning of the school year, within two (2) weeks from the date of enrollment. NOTE: If the School does not receive written notification from you within this two (2) week period, the School will assume that it has your permission to use the above-designated information.

If you believe that the School is violating public school records policies and procedures, you should immediately contact the CSA or designee. The School will promptly investigate your complaint and take corrective action, if necessary. You also have the right to file a complaint with the Family Educational Rights and Privacy Act Office in Washington, DC.

If your child is receiving special education and services, the School will inform you when personally identifiable information is no longer needed by the School to provide services to your child. This information will be retained by the School for a period of two (2) years after the date your child was last enrolled in the School.

NOTE: Although destruction of this information is the best protection against unauthorized and improper disclosure, these records may be needed in the future for social security or other benefits.

## **APPENDIX XVI-B**

### **Notice of Directory Information**

Moencopi Day School may be publishing directory information on students. As an eligible student or parent of a dependent student, you are entitled to notice of this intended publication and of the categories of information about you or your child that may be published as a part of that directory information.

It is not necessary that you provide your consent to the publication of this information. However, if you object to this information being included as it relates to you or your child, you may notify the CSA or designee and that information will be excluded from publication. Below are the categories of information about you or your child that may be published.

- |                         |                           |
|-------------------------|---------------------------|
| ➤ Name                  | ➤ Address                 |
| ➤ Telephone listing     | ➤ Date and place of birth |
| ➤ Major field of study  | ➤ Activities and sports   |
| ➤ Date(s) of attendance | ➤ Awards received         |
| ➤ Tribal affiliation    | ➤ Area affiliation        |
| ➤ Agency affiliation    | ➤ Chapter affiliation     |
| ➤ Name of parent(s)     | ➤ Sex                     |
| ➤ Grade classification  |                           |

If you have any questions, please give the CSA or designee an opportunity to speak with you. You are welcome to call or visit at any time during regular business hours.

## **APPENDIX XVI-C**

### **CONSENT TO RELEASE OF INFORMATION**

I hereby authorize Moencopi Day School and consent to the release of the information specified below from the student records of:

I understand that the record or records of the above-named student to be released are as follows:

I understand that the reason or reasons for the release of this information are as follows:

I understand that this information/record will be released to the following party(ies) and to no other parties without my further express consent and authorization:

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Signature of parent/guardian of eligible student

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Date of consent

## **APPENDIX XVI-D**

### **Posted Area Notice**

THIS IS AN AREA IN WHICH STUDENT RECORDS ARE MAINTAINED AND REGULARLY USED. ACCESS TO THOSE RECORDS IS LIMITED TO AUTHORIZE PERSONNEL.

1. Personnel authorized to handle student records shall, at all times, take care to protect the integrity, security and confidentiality of student records.
2. No authorized personnel may disclose the contents of student records unless such disclosure is authorized by the Student Records Policy and Procedures Manual.
3. No authorized personnel may alter or destroy a student record unless:
  - a. Alteration or destruction is required by an authorized administrative decision by the CSA or designee.
  - b. Alteration or destruction is required by the order of a court of competent jurisdiction.
4. Any person may be subject to a criminal penalty imposed by law for the unauthorized disclosure of student records.
5. Unauthorized disclosure, alteration or destruction of a student record may also be the subject of disciplinary action pursuant to the School's Policy and Procedures Manual.

## **ARTICLE XVII. FIELD TRIPS**

### **Section 17.01 General**

Student field trips are encouraged and recognized as an effective learning device; however, field trips present additional concerns for the student and the School. During field trips, every effort should be taken for the protection of the health, safety and welfare of the student and the security and good reputation of the School.

### **Section 17.02 Documents Necessary for Field Trip Approval**

- A. The prospective Field Trip Sponsor shall submit to the CSA or designee for appropriate consideration the following completed forms:
  - 1. Field Trip Request Packet that will include but not be limited to: education purpose of trip, destination, date of trip, and persons requesting the trip;
  - 2. Vehicle(s) Request Form that will include but will not be limited to: destination, date of trip, person(s) requesting trip and number of persons that will be on the trip.
  - 3. A complete prospective itinerary will be given to the CSA or designee 10 days prior to the trip. No changes to the itinerary will be permitted during the actual trip or within five (5) days prior to the commencement date of the prospective field trip.
  - 4. No itinerary changes may occur during the actual trip, unless a documented emergency arises as described in Section 16.07(A).
- B. All of the above required forms shall be submitted to the CSA or designee not later than fifteen (15) days prior to the commencement date of the prospective field trip in order to allow adequate time for reasonable consideration of the request.
- C. All field trips will require a completed list of professional, paraprofessional staff, chaperones, students, transportation request, parental permission and itinerary.
- D. For non-overnight in state field trips, all the required forms shall be submitted to the CSA or designee not later than fifteen days (15) prior to the commencement date of the prospective field trip in order to allow adequate time for reasonable consideration of the request.

### **Section 17.03 Documents Necessary Prior to Commencement of the Field Trip**

A. In the event a request for a field trip has been approved, then, immediately prior to the actual commencement of the trip, the following completed forms shall be submitted by the Field Trip Sponsor to the CSA or designee.

1. A completed parental permission form for each and every student participating in the field trip which authorizes such participation. Field trips must be covered by a specific permission form which advises the parent or guardian of the itinerary and intended functions of the field trip.
2. A completed Student Participation Form showing all students which were authorized to participate in the field trip, confirming the parental permission, and confirming each of those authorized students who actually boarded the transportation vehicle(s) to participate in the field trip.
3. Complete medication data on all students requiring medication and the designated person who will be authorized to administer the medication.

### **Section 17.04 Requirements**

- A. No field trip shall be approved unless, in addition to all other requirements contained herein, it provides for the following:
1. Adequate and reasonable provisions for both a backup vehicle and a backup driver be made for the field trip.
  2. That the Field Trip Sponsor participates fully with the students during the field trip; that no Field Trip Sponsor travels except in a vehicle which is being used to transport students.
  3. That the itinerary provide, to the extent reasonable under the circumstances of the field trip, a balanced diet for all students which includes both new and more common dining experiences.
  4. That proper attire for the trip be worn. To that end, the Field Trip Sponsor shall notify all parents, well in advance of the trip, in the event any special or different attire will be required by the students.

### **Section 17.05 Duties of Field Trip Sponsor**

- A. The Field Trip Sponsor has responsibility for and has authority to determine and regulate all student conduct and discipline; to determine and regulate the duties of all professional and paraprofessional staff and chaperones; to procure all necessary and reasonable services, supplies, equipment and transportation; and to do all things necessary and proper for the safety and welfare of the students while conducting the field trip.

- B. The Field Trip Sponsor shall provide standards of conduct which govern the conduct and activities of the students participating in the field trip not otherwise provided in the Policy and Procedures Manual and which are necessary and proper for the orderly, safe and enjoyable participation in the field trip.
- C. The Field Trip Sponsor may enforce discipline with regard to a violation of those standards of conduct as to any student on the field trip as provided in the MDS Policy and Procedures Manual.
- D. The Field Trip Sponsor may provide specific duty schedules for the professional and paraprofessional staff and chaperones participating in the field trip. In the absence of any specific duty schedules for the professional and paraprofessional staff and chaperones, every chaperone shall be presumed to be on duty and subject to the call of the Field Trip Sponsor at all times during the field trip. The Field Trip Sponsor must be able to locate each student at any point in time.
- E. The Field Trip Sponsor shall provide and arrange for emergency medical services to be available at all times for all participating students and professional and paraprofessional staff and chaperones during the field trip.
- F. The Field Trip Sponsor shall have a cell phone so he or she can contact the school and/or parents when the need arises. Cell phones shall be used for authorized purposes only and shall not be used to make private or personal calls. The Field Trip Sponsor is responsible for the use of the cell phone during field trips.

**Section 17.06 Duties of Professional and Paraprofessional Staff and Chaperones and Other Staff Persons Providing Services during a Field Trip**

- A. All professional and paraprofessional staff and chaperones and other staff persons providing services during a field trip shall abide by and be subject to discipline for the violation of the disciplinary provisions of the Moencopi Day School Policies and Procedures Manual.
- B. All professional and paraprofessional staff and chaperones and other staff persons providing services during a field trip shall be subject to the call of the Field Trip Sponsor and shall, at all times, respond to the needs of the students participating in the field trip. Criteria to be considered in determining the number of chaperones needed are, for example, the age of the students, distance to be traveled, nature of the field trip activities, and safety requirements. At least one adult chaperone must be available to handle emergencies or other matters that develop and must not be assigned a group of students without another adult who could take charge of the group if necessary.
- C. The Field Trip Sponsor and the bus driver shall have a complete student list of all students participating in the field trip. Students will be checked against this list at each boarding of and disembarking from the bus or other vehicle in which the students are transported.



### **Section 17.07 Conduct of Field Trip**

All field trips shall be conducted in conformity with the following standards:

- A. In the event of an emergency, a significant departure from the approved itinerary is required, immediate notice shall be provided to the CSA or designee by the Field Trip Sponsor or their designee. For this purpose, a significant departure from the itinerary shall be defined as any departure which prevents the School from contacting a member of the field trip at any time or place designated by the itinerary.
- B. Field Trips shall provide for the safe and adequate and reasonable transportation, lodging, meals and activities consistent with the goals and approved itinerary for the field trip.
- C. No students shall be or remain without adequate adult supervision while on the field trip.
- D. Field trips shall be conducted in a manner that promotes a positive image of the School and its students.

### **Section 17.08 Return of Students from a Field Trip**

- A. A field trip which returns to the School during a normal school day shall return the students to their scheduled classes.
- B. Field trip personnel, returning from a field trip which arrives at the School after the normal school day or on a weekend, shall transport students to their homes or be released to the custody of a parent; guardian or such other person as is specifically named in the permission slip.
- C. No student, upon returning from a field trip, shall be released without adequate supervision by a person identified above.

### **Section 17.09 Day Field Trips**

- A. Day Field Trips are those that do not include an overnight stay. No additional compensation shall be paid to any staff person for services rendered relative to a day field trip. Day Field Trips are part of the professional staff's duties and responsibilities and they shall receive no additional compensation for participating in such trips. As stated in Policy 17.11, all parents must have completed a background check prior to participating in the field trip.

### **Section 17.10 Extended Field Trips**

- A. For the purposes of this policy only "Extended Field Trips" are defined as any

field trip that would require an overnight stay.

- B. Maximum Length of Trip. Extended Field Trips or any other field trips will not exceed three (3) consecutive calendar days in length.
- C. Payment of classified/hourly staff members for accompanying students on an extended field trip shall be the hourly rate of 8 hours per school day.
- D. Parent chaperones must have background clearances completed (30) days prior to providing services and relative to and prior to going on the field trip.

#### **Section 17.11 In-School Provisions**

Appropriate educational accommodations will be made for those students who are not participating in field trips.

## **ARTICLE XVIII. TRANSPORTATION POLICIES**

### **Section 18.01 General**

The health, safety and welfare of all students and staff shall be the primary concern in all transportation matters. All transportation-related duties shall be performed with this in mind. Other general policies to be considered relative to the subject of transportation are protection of the School from liability, efficient service of the School's transportation needs, protection of School assets through proper maintenance and use and ensuring the staff is properly trained, licensed and certified to perform transportation functions.

### **Section 18.02 Definitions**

A. Actual Authority. The authority to conduct transportation which is granted either by the express written conditions of a grant of that authority or by the express terms of the position description applicable to the duties of the employee conducting the transportation.

B. Authority. The Authority, either actual or implied, to conduct transportation.

C. Employee. For purposes of this Manual only, an employee shall be defined as any person employed by the School under long-term or temporary contract of employment, as a consultant or independent contractor, or who is an officer or official of the Moencopi Day School.

D. Implied Authority. The authority to conduct transportation which is a reasonable and necessary element of the function of the position or duties of the employee or an exigent circumstance involving the safety of a student where failure to transport that student would, in some way, violate the duty of the School to that student.

E. Real and Immediate Emergency. A condition or circumstance, involving a student as defined herein, in which the welfare of the student is immediately endangered by that condition or circumstance.

F. Student. Any person who is enrolled as a student in Moencopi Day School.

G. Transportation. The act of operating a vehicle on or away from the Moencopi Day School campus under the actual or implied authority of the School while conducting the business of the School.

### **Section 18.03 Licensing and Certification**

No vehicle operated under the authority of the School, shall be operated for purposes of transportation unless the operator thereof possesses all licenses and certification necessary to the operation of the vehicle in the manner and for the purposes intended by the authority granted.

- A. Any person whose primary duties of employment directly and substantially involve the transportation purposes of the School and whose required license or certification is revoked, suspended or expires without renewal shall immediately notify their supervisor of such fact. The Supervisor shall notify the CSA or designee, who shall bring the matter before the Board at its next regular meeting.
- B. The Board may terminate the employment of any person whose primary duties of employment directly and substantially involve the transportation purposes of the School and whose required license or certification is revoked, suspended or expires without renewal, pursuant to the School's *Policies and Procedures Manual*.
- C. In circumstances in which Hopi, federal or Arizona law require the operator of a vehicle to possess a current, valid CDL, no person may operate a vehicle without such license.

#### **Section 18.04 Vehicle and Operator Insurance**

- A. All vehicles owned or leased by the School shall be fully insured by the School for all transportation purposes.

#### **Section 18.05 Vehicle Operation and Use**

- A. No vehicle shall be used for the transportation purposes of the School unless such vehicle shall be in a good and safe operating condition and shall have all safety equipment installed and operating as required by law.
- B. Immediately prior to the operation of a vehicle to be used for the transportation purposes of the School, the operator of the vehicle shall inspect the vehicle to assure that the following equipment is present and in good working order:
  - 1. Headlights and dimmer switch turn signals, backup lights, brake lights and taillights.
  - 2. Emergency brake.
  - 3. Windshield wipers.
  - 4. Seatbelts for all intended passengers.
  - 5. Tires, including spare.
  - 6. Equipment for changing a tire on the road.
- C. Immediately upon commencing operation of the vehicle and during continuous operation, the operator of the vehicle shall give reasonable attention to the following:

1. Safe and adequate operation of the braking system for the vehicle.
  2. Instrument indication of low oil pressure or excessive engine heat.
  3. The continued proper operation of all safety equipment.
- D. No vehicle shall be operated for the transportation purposes of the School in any unlawful manner and shall, at all times when engaged in the transportation purposes of the School, be operated in a safe, prudent and cautious manner.
- E. Any person who is charged, convicted or enters a plea of guilty or no contest to a charge of operating a vehicle in an unlawful manner, while said vehicle was engaged in the transportation purposes of the School, shall report that fact to the CSA or designee within two (2) working days after said charge, and again within two (2) working days after a plea or conviction.
1. Such notice shall be in writing and shall include a copy of the original citation or charging instrument and a statement of the person describing the circumstances which resulted in the charge, including any exculpatory information which the employee may wish to include.
  2. The CSA or designee may, based upon said information, determine that the employee no longer be permitted to engage in the transportation purposes of the School.
  3. If, as a result of the determination of the CSA or designee, the employee is no longer able to fulfill a primary and necessary duty of their employment, that employment may be declared by the Board to have expired pursuant to the *School's Policies and Procedures Manual*.

#### **Section 18.06 Transportation Involving Students**

- A. The transportation of any student, which is the result of the planned operation of the School, shall be undertaken only upon the actual authority of the School granted to an employee. Any employee may, with implied authority, transport a student when the reason requiring such transportation constitutes a real and immediate emergency.
- B. No student enrolled in this School will be transported, at any time or for any reason other than a reason constituting a real and immediate emergency, except in a vehicle designed, constructed and equipped to carry a passenger in safety and in full compliance with law.
- C. No student enrolled in this School will be transported, at any time or for any reason other than a reason constituting a real and immediate emergency, in any space or

part of a vehicle which is not designed, constructed and equipped to carry a passenger in safety and in full compliance with law.

- D. The operator of a vehicle engaged in the transportation of a student or students is directly responsible for the safety of the student or students.
- E. The operator of a vehicle engaged in the transportation of a student or students is directly responsible for the discipline and control of the student or students and is authorized to enforce such necessary and reasonable discipline and to report a violation of the discipline to the proper authority pursuant to the School's Policies and Procedures Manual.
- F. The operator of a vehicle engaged in the transportation of a minor student or students shall not permit any such student to disembark from the vehicle except to or into the custody and supervision of a responsible adult excepting only:
  - 1. When such student or students are directed to disembark at a school building when school or the services of that building are in session; or
  - 2. At their home when the operator has no reason to anticipate that such disembarkation will in any way compromise the safety of the student.
- G. It is the parent's responsibility to promptly pick-up their students at bus drop-off sites. Buses will not remain at drop-off sites after students have disembarked from the bus. Bus drivers are required by school policy to drop off students at designated sites only and to leave the drop-off site immediately after the students disembark from the bus. These rules apply for regular bus runs and activity runs.

Activity bus runs (bus service associated with a school extra-curricular activity) will be conducted pursuant to the above noted policy. A block time (range of time) will be established for each activity bus service and publicized. It shall be the parent's responsibility to become informed of this block time (either by calling the School, or otherwise obtaining the times) and to be at the site during that range of time. If the bus should be late, it is the parent's responsibility to wait for its arrival. In climate weather and other conditions may make it impossible to arrive at the site at the scheduled time. If parents fail to pick-up their students at the site at the appropriate time, two (2) times within the school year, the student will be dropped from the activity.

It remains the parent's responsibility to insure that their student/child is picked-up at the time that the student disembarks from the bus. It is impossible for the School to adjust for each individual student; therefore, school bus drivers are under orders to drop-off students at the designated points at the designated times and proceed with their duties. To reiterate, it is then the parent's responsibility to pick-up their child/student at that point, at that time.

## **Section 18.07 Vehicle Repairs While Engaged in Transportation**

- A. An employee who is engaged in the transportation purposes of the School and who is operating a vehicle which belongs to or is being operated under the custody of the School shall first contact an authority of the School and notify them of the need for repairs or assistance. If the School is unable to reasonably provide the necessary assistance and/or repairs, the operator is hereby authorized to obligate the School for the reasonable cost of such repairs and/or assistance.
- B. In the event repairs or assistance are reasonably required while engaged in the transportation of a student or students, the operator is further authorized to obligate the School for the reasonable cost, and is required to provide for such student or students all such services and facilities as may be necessary for their welfare while such repairs or assistance is being rendered.

## **Section 18.08 Accidents Involving Property Damage or Personal Injury**

- A. Any accident occurring during the operation of a vehicle being used to accomplish the transportation purposes of the School shall be reported, as soon as possible, to an authority of the School and to an appropriate law enforcement agency where required by law.
- B. In any accident occurring during the operation of a vehicle being used to accomplish the transportation purposes of the School which involves personal injury, primary and immediate attention shall first be given to rendering or obtaining for those persons such aid, care or assistance as may be reasonable under the circumstances.
- C. In any accident occurring during the operation of a vehicle being used to accomplish the transportation purposes of the School which involves damage to the property of the School, or which exposes such property to consequential damage or loss, attention shall then be given to the protection and/or repair of that property.
- D. In all accidents requiring the attention of a law enforcement authority, the scene of the accident shall be maintained as closely as practicable to its condition immediately after the accident. All employees present at the time of the accident shall cooperate fully with law enforcement authorities and the direction of authorities of the School. A School Accident Investigation Report form shall also be completed by the operator of the School vehicle.

## **Section 18.09 Specific Implementing Procedures**

- A. Not later than thirty (30) days after the adoption of this Manual by the Board, the CSA or designee shall designate a person to draft proposed specific procedures which detail the routine safety inspection for all vehicles owned or leased by the School. Said draft shall be submitted thirty (30) days after said assignment.

- B. Not later than thirty (30) days after the adoption of this Manual by the Board, the CSA or designee shall designate two (2) persons to draft proposed specific procedures concerning the operation and safety of School buses. Said draft shall be submitted to the CSA or designee within thirty (30) days of the assignment.
- C. In addition to the above may develop such specific transportation procedures, consistent with the provisions of this Manual, as may assist in the operation of the department or function as it relates to transportation.

## **Section 18.10 Bus Driver and Operation Policy**

### **A. POLICY STATEMENT**

The Moencopi Day School Board recognizes that the school bus driver is the first representative of the school that most students meet each day. Bus drivers must have strong interpersonal and communication skills and demonstrate an attitude of respect and dignity on the school bus. An understanding of assertive discipline and behavior management techniques is important. The bus driver stands *in loco parentis* while students are under their care and control-- that is, the bus driver acts as a reasonable and prudent parent would in ensuring the safety of all students on the bus. When disciplinary action is necessary, the bus driver will follow the procedures outlined herein.

The school bus driver must adhere to all Hopi, Federal and applicable Arizona laws and regulations and school board policy governing the transportation of students, including all applicable speed limit laws.

The School Bus Driver is responsible to the CSA or designee.

### **B. SUMMARY OF ROLE**

1. General safety: The bus driver will inform students regarding regulations which affect their safety, stressing those which involve getting on and off the bus safely. It is the responsibility of the bus driver to allow students to get off the bus only when traffic conditions permit; that is, when the traffic is obviously going to obey the school bus red lights. A bus driver must not allow students to disembark when it is doubtful that traffic approaching from either the front or the rear is not going to obey the red lights.
2. Emergency/accident procedures: Be familiar with school bus emergency and accident procedures and train student leaders, helpers and staff early in the school term on the emergency procedures.
3. Maintaining order: The driver of a school bus shall endeavor to maintain order among the students being transported and shall have authority to order a disorderly student to leave the vehicle, as set forth below, and shall report any misconduct by students and any such action by him to the appropriate school authorities on the Bus Behavior Referral form attached hereto as Appendix B. The Driver shall turn the Bus Behavior Referral form into his/her Supervisor as soon as is reasonably possible. The Driver's Supervisor shall provide the Bus Behavior Referral Form to the CSA or designee the same day or, if after normal business hours, the day



after the Supervisor receives the form from the Driver.

In the event of serious inappropriate behavior, the bus driver should ask a student to leave the bus only at the school or their own bus stop. If the bus driver chooses to return to the school with a student, he/she should inform the school principal or his/her designate that the student has been returned to the school so that the parent/guardian can be contacted. Only if the behavior is endangering the safety of the student or other students can a student ever be discharged at a place other than the school or home stop. It must be an extremely serious situation to do so and the driver must then immediately radio the school and/or go the nearest telephone and contact the CSA or designee to contact the parent/guardian. If the driver is unable to make contact at the school, he/she must make every effort to contact the parent/guardian directly and immediately.

4. Evacuation drills: The bus driver will practice bus evacuation drills at the beginning of the school term and at least twice more during the school year. The bus driver should also train student leaders and helpers to conduct a bus evacuation independently.
5. Backing up: The bus driver shall not back a school bus on school grounds unless under the supervision of a designated person. The driver will sound the horn at all times before backing a school bus.
6. Seating plans: The bus driver will prepare a seating plan if there is damage occurring to school bus seats, or if a seating plan would be an asset in managing student behavior. The bus driver should inform students at the beginning of the school term that cost of intentional damage to school buses will be invoiced to the parent/guardian.
7. Permission slips required: The bus driver will be provided with a written permission (signed and dated) from the parent/guardian before allowing a student to disembark at a stop other than their own home, or to transfer to another bus.
8. Bus stops: The bus driver should not alter a bus stop in any way or assign a new one without consulting with his/her supervisor.
9. Communications systems: The bus driver will ensure that communication systems (i.e. radios and/or cell phones) assigned to buses remain in the bus and are in working order.
10. Reports: The bus driver will complete all required reports and forms, and submit them on time to the supervisor or designate.
11. On duty time: On duty time means all time from the time a driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. On duty time shall include but not be limited to the following:
  - ❖ all driving time
  - ❖ all time inspecting, servicing or conditioning the bus
  - ❖ all time the bus driver is “on call” or “stand by” on or near the school premises and the employee cannot use his/her time freely
  - ❖ all time spent in training required by the School (Does not include training required to maintain necessary license)
  - ❖ lunchtime if less than 30 minutes

❖ rest periods of 20 minutes or less

12. Field trips: Drivers may only work a maximum of sixteen (16) hours of on duty time while on field trips and must have been off duty for eight (8) consecutive hours prior to working sixteen (16) hours. Ten (10) of these hours can be behind the wheel in control of the school bus.
13. School Bus Log Book: All bus drivers are required to keep a log book which must always be kept up to date. The log book shall accurately reflect the driver's record of duty status, i.e., "on duty," "off duty" or "on duty – not driving." For each change of status, the date, time and location shall be noted. The driver shall also log the total daily miles driven. Entries may be made by the driver only. All entries must be legibly written. The driver shall certify to the correctness of all entries by signing the form containing the driver's duty status record with his/her legal name or name of record. The log book shall always be available for inspection by the supervisor while the driver is on duty.
14. Drug and Alcohol Use and Testing: All bus drivers are drug tested prior to employment and are subject to random drug and alcohol testing. They may be subject to post-accident testing or testing upon reasonable suspicion. The procedure for drug and alcohol testing for holders of commercial driver's licenses will be followed in all cases. See Section (6) and (7) of Appendix A set forth as "Prohibited Conduct" relative to Drug and Alcohol use. Violation of the "Prohibited Conduct" provision(s) is grounds for disciplinary actions up to and including termination.
15. This policy and the regulations, directions and prohibited conduct set forth herein are in addition to and not in place of other policies.

## **Section 18.11 Vehicle Use Policy**

MDS School Board members and employees of Moencopi Day School engage in activities on behalf of the school, which require transportation to other locations. To accomplish this transport safely, the school is committed to protecting both the vehicles and especially the people involved in these trips. Because of the hazards such transportation activities represent, the following policy has been instituted to preserve from harm both persons and property and to provide fair and safe usage of the school's vehicles.

### Use of Vehicles by Board Members and School Employees

School vehicles may be used by individual Board members and school employees while engaged in the scope and course of school business. The school maintains a "no deviation" policy. Board members and employees who use school vehicles for purposes outside this policy are considered to engage in unauthorized use of the vehicle and may have the privilege of using a school vehicle withdrawn or suspended as a result of such unauthorized use.

### Passengers

Only individuals directly engaged in activities which are associated with official school business may ride as passengers in a school vehicle.

### Insurance

Moencopi Day School has automobile insurance that covers employees driving or riding in a school vehicle. In the event of an accident where the school's employee is at fault, s/he will be required to pay for his/her citations for moving violation.

### Reporting Accidents

Any type of accident must be immediately reported to the CSA or designee and Law Enforcement.

### Driving Record

Board members and employees required to drive on school business must possess a valid Arizona Driver's License and must comply with any restrictions. Additionally, Board members and employees must have a good driving record. Board members and employees whose driving record contains felony or criminal traffic violations within the last five (5) years or more than two (2) moving infractions within the last three (3) years or who were determined to have operated a vehicle while impaired by drugs or alcohol, or who were determined to have operated a school vehicle in a reckless, negligent or careless manner, may be disqualified from operating a school vehicle. Each driver wishing to use a school vehicle must complete a "MDS Authorized Driver" form.

### Use of Tobacco, Alcohol and/or Drugs in Vehicle

Board members and employees shall not smoke in school vehicles nor drive a school vehicle while under the influence of any alcohol or drugs.

### Seat Belts

All drivers and passengers of school vehicles must wear a seat belt.

### Use of Cell Phones

Drivers of school vehicles shall not use cellular phones while the vehicle is moving, unless such use is an emergency or the cell phone is equipped with "hands free" capability. Drivers should recognize the increased risk with the use of cellular phones while operating a vehicle. Drivers are responsible for the safe operation of the vehicle which they are driving even when using a cellular phone.

### Fuel

Prior to traveling outside the community, drivers of school vehicles will obtain a gas credit card from the school administration and will purchase fuel using this card. Drivers will not receive any mileage reimbursement when using a gas credit card.

## AUTHORIZED DRIVER REQUEST

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Position: \_\_\_\_\_

Driver's License No.: \_\_\_\_\_

I certify that all the information above is correct and that I have informed my supervisor of any offenses on my driving record. I have read, understood and agree to comply with the Vehicle Use Policy. I agree to inform my supervisor should my license be revoked or suspended or should my driving record become impaired.

I understand that my failure to provide accurate information to my supervisor may result in disciplinary measures.

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

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Supervisor

## APPENDIX XVIII-A

### PROCEDURES FOR DRUG AND ALCOHOL TESTING

- (1) **Purpose.** The purpose of this policy is to deter the use of drugs and alcohol in the workplace by establishing standard procedures for drug and alcohol testing for all employees required to hold a Commercial Drivers' License in the performance of safety-sensitive functions.
- (2) **Authorization.** Employers of persons performing safety sensitive functions and holding commercial drivers' licenses are required to implement a drug and alcohol testing program pursuant to the Omnibus Transportation Employee Testing Act of 1991 (OTETA), regulations of the Federal Highway Administration (FHWA) contained in 49 CFR Parts 40 and 382, et al.
- (3) **Definitions.** Prohibited Substances or Drugs: Any illegal drug or substance as identified in Schedules I through V of Section 202 of the Controlled Substance Act and as further defined by 21 CFR 1300.11 through 1300.15. This includes, but is not limited to, marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine. Illegal use includes use of any illegal drug, misuse of legally prescribed or obtained prescription drugs. Failure of the covered employee to report the use of prescription or over-the-counter medications that warn of impairment in the operation of vehicles or heavy equipment or that contain controlled substances fall within the scope of the law and this policy.
  - (a) **Alcohol:** Alcohol use is the consumption of any beverage, mixture or preparation including any medication or product containing alcohol.
  - (b) **Covered Employees:** Covered employees include those School employees who perform safety sensitive functions by operating vehicles that require a Commercial Drivers' License by federal requirements.
- (4) **Application.** This policy applies to all School employees who are required to hold a Commercial Drivers' License as a condition of employment and/or who perform safety sensitive functions. Specifically, the federal requirement to hold a Commercial Drivers' License and to fall within the covered employee category of this policy applies to employees who drive vehicles over 26,000 pounds GVR or, vehicles originally designed to carry 16 or more passengers (including the driver) or, vehicles carrying hazardous material. The requirement to be covered under OTETA and this policy includes those employees who voluntarily maintain Commercial Drivers' Licenses and only occasionally operate the vehicles described above.
- (5) **Enforcement Authority.** The CSA or the CSA's designee shall determine when testing shall take place under these procedures and shall ensure enforcement of these policies. All administrators and supervisors are responsible for reporting all violations of these policies to the CSA or designee, and, further, for making recommendations to the CSA or designee for testing when they deem appropriate or required under these policies. All Administrators are required to identify covered employees within their areas of responsibility and to keep the CSA or designee advised of current names and position descriptions covered by OTETA.

(6) **Prohibited Conduct.** Prohibited Substances or Drugs: No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, including prescription medications or over-the-counter medications.

(a) **Alcohol:** No covered employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of BAC.02 or greater. An OTETA covered employee who has a blood alcohol count of 0.02 but less than 0.04 shall not perform safety sensitive functions until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test. A blood alcohol content at or above 0.04 is deemed to be positive. No covered employee shall use, have in possession, or have on their assigned vehicle, alcohol as defined in this policy and as applicable to OTETA. No driver shall perform safety-sensitive functions within four hours after using alcohol.

Failure of an employee to submit to or report for any required drug or alcohol test is considered a positive test in accordance with this Policy and Federal Highway Administration (FHWA) Regulations. Employees are expected to cooperate fully in providing specimens and explanations which may be subsequently required by this Policy. Failure to provide specimens, attempts to contaminate specimens or otherwise interfere with School procedures shall be considered as positive tests. An employee who is injured in the course and scope of his employment and who refuses to submit to a drug or alcohol test, or who tests positive, in addition to the above, may forfeit their eligibility for any Worker's Compensation medical and indemnity benefits. The School group medical insurance may not cover injuries sustained in the course and scope of employment if an employee refuses to submit to a drug or alcohol test or tests positive.

(7) **Consequences of Prohibited Conduct.** It shall be the policy of the School that employees who engage in the prohibited conduct described in this or other Moencopi Day School Policies or the Statutes and Regulations that require this drug and alcohol testing program, shall be subjected to disciplinary action which may include termination of employment.

Prior to termination, the FHWA requirement for evaluation by a designated Substance Abuse Professional (SAP) may be conducted and the individual employee may be advised of any recommended rehabilitation. Failure by the employee to appear at the scheduled SAP appointment shall constitute a waiver of the offer to be evaluated by a SAP prior to dismissal.

## **TREATMENT AND NOTICE REQUIREMENTS**

**Notice to Affected Employees:** School will communicate to all covered employees prior to conducting drug and alcohol testing and provide the reasons for conducting said test(s). School shall provide written notice of the required testing to covered employees and shall provide oral notice at the time of the actual testing.

**Education and Training:** School shall provide educational materials that explain the requirements of the program and its policies and procedures with respect to meeting the requirements.

**Notice to Physicians:** Covered employees are required to notify attending physicians that they perform safety-sensitive functions and that they are subject to drug and alcohol testing. Employees are encouraged to request medications that will not impair their ability to perform their safety-sensitive functions.

**Covered Employee Mandatory Notice to Supervisor:** Covered employees are required to notify their supervisor of their taking prescribed or over-the-counter medications containing controlled substances or alcohol. The supervisor receiving such notification shall ensure the immediate cessation of safety sensitive duties for that employee. If non-safety-sensitive duties are available, the covered employee may be temporarily assigned those duties instead of sick leave at the discretion of School.

**Treatment Information:** Each covered employee who engages in prohibited conduct shall be evaluated by a substance abuse professional designated by the School who shall determine what assistance, if any, the employee needs in resolving problems associated with use of prohibited drugs or alcohol misuse. The decision to seek further assistance in resolving problems associated with the use of prohibited drugs or alcohol misuse shall be the individual employee's. The school's financial obligation is limited to the evaluation by a substance abuse professional, selected by the school to conduct such evaluations.

## **TESTING AND ANALYSIS**

It is the intent of the School to comply with all alcohol and controlled substance testing procedures contained in 49 Code of Federal Regulations Part 382, 291, 192, and 395. The School recognizes the need to protect individual dignity, privacy and confidentiality in the program. Specimen analysis shall be conducted in a manner to assure a high degree of accuracy and reliability.

Employees directed to participate in any of the required testing shall be in a pay status from departure from the workplace to the test facility, while waiting for testing, and while traveling directly back to the workplace, regardless of the reason for the testing.

The testing laboratory shall use a split sample procedure. The first sample is used to measure the presence of the controlled substances and the cost of this test is borne by the School. The second, split sample, is available at the covered employee's request upon notification by the Medical Review Officer of a positive reading. The decision to conduct the split sample (confirmation) test is solely the employee's and the option to conduct the test is offered prior to the School's notification of a positive test. All that is required as confirmation in the split sample test is a mere trace of controlled substances. The cost of the split sample test shall be borne by the covered employee requesting its use.

The following are conditions under which testing may be conducted as required by School Policy, Federal regulations or when circumstances warrant.

#### 1. Pre-Employment Testing

All applicants for employment for positions that meet the covered employee definition and who meet the requirements stated under “Application” of this policy must be tested before being hired, or after the offer to hire but before performing any safety-sensitive function. This requirement applies also to current employees who are transferring to a safety-sensitive position and to candidates for employment who are receiving training for licensing to operate a school bus or other vehicle requiring a Commercial Drivers’ License. Under no circumstances will employment candidates, current employees who are transferring to safety-sensitive positions or undergoing driver training for school buses or other covered vehicles be allowed to operate the vehicle until Pre-Employment drug and alcohol testing is conducted and negative test results received. Candidates for employment who test positive for controlled substances or alcohol shall not be offered employment or further training leading to employment. Current employees not in safety sensitive positions being tested in relation to a job transfer to a safety-sensitive position or for purposes of qualifying to perform safety-sensitive functions on an occasional basis or for any other reason shall be subject to disciplinary action that may include termination.

Additionally, as part of previous employment verification for candidates/transfers to safety-sensitive positions, it is required that previous employers provide written results of drug and alcohol testing for the previous two years where the applicant may have performed safety-sensitive functions under OTETA. Likewise, School must provide test results for school employees seeking employment elsewhere. In either case, signature release of the records is required from the employee/candidate. Applicants whose previous test results reveal positive readings for drugs or alcohol shall not be offered employment, regardless of their having passed the Pre-employment tests, if the positive reading was within the last 7 years.

#### 2. Reasonable Suspicion Testing

A supervisor or designee who has been trained in accordance with these policies shall require a driver to submit to an alcohol or drug test when the employer has reasonable suspicion to believe that a driver has violated the prohibitions contained in these policies or FHWA Regulations.

Reasonable suspicion must be based on documented objective facts and circumstances which are consistent with the long- and short-term effects of alcohol or substance abuse including but not limited to physical signs and symptoms appearance, behavior, speech and/or body odor.

The required observations for alcohol and/or controlled substance reasonable suspicion testing shall be made by all supervisors of all employees required to hold a Commercial Drivers License in the performance of safety-sensitive functions. All such supervisors must have been trained for at least 60 minutes on alcohol misuse and an additional 60



minutes on controlled substance misuse. Employees who exhibit cause for reasonable suspicion testing shall immediately cease the performance of safety-sensitive duties. They shall be escorted directly to the designated test facility by a trained supervisor who shall be authorized to order the reasonable suspicion test. During the period of time that the results from the laboratory are pending, the individual shall not be allowed to resume safety-sensitive duties and shall be allowed to take annual, personal or sick leave. Employees whose primary duties are not safety-sensitive but exhibit cause for reasonable suspicion testing shall also be removed from their regular duties and allowed to take General Leave. If test results are returned as negative, the individuals leave shall be changed to temporary duty with pay.

### 3. Post-Accident Testing

Alcohol or drug testing shall be administered following an accident when the driver was performing a safety-sensitive function. The limitations described herein are applicable to drug and alcohol testing requirements and are not intended to prohibit or limit the definition of “accidents” in other policies or work rules and do not limit other disciplinary or administrative actions deemed appropriate for lesser accidents. The following circumstances dictate post-accident testing for alcohol and drugs:

1. When there are one or more fatalities; or,
2. The covered driver was cited for a moving violation by a law enforcement officer, and
3. One or more drivers or passengers received immediate medical treatment away from the scene of the accident, or,
4. One or more of the vehicles involved had to be towed away from the scene.

In the application of the above circumstances, the following factors are necessary considerations by the individual making the decision to order testing. The fatality’s rule does not mean death must occur at the scene of the accident; if an accident victim dies within 30 days of the accident as a direct result of the injuries sustained in the accident, testing is required. In addition should a victim’s injuries be serious enough that there is an anticipated death, testing will be required. The towing rule is not restricted to vehicles that are so severely damaged they cannot be driven. If a vehicle must be towed in order to prevent further damage, and the covered employee was cited for a moving violation, testing must occur. Testing for drugs must be conducted prior to commencement of the 32nd hour after the accident; testing for alcohol must be conducted within 8 hours of the accident.

If law enforcement officers on the scene of the accident determine the need to administer Evidential Breath Testing for alcohol due to suspicion of DUI, that test result will meet the requirements of this Policy. However, the field sobriety test often used to pre-screen before EBT testing will not suffice. Drug testing, even with an on-the-scene test and DUI charge, must still be conducted unless the covered employee is incarcerated beyond the time limits set in these policies or FHWA Regulations (prior to the commencement of the 32nd hour after the accident). A law enforcement drug test, by urinalysis or blood test, will meet the requirements of these policies or FHWA Regulation post-accident testing.

Drivers involved in accidents must not consume alcohol for a period of 8 hours, unless tested sooner or until it has been established that they were not a contributing factor in causing the accident. Drivers, including employees whose primary duties are not driving duties, who are required to submit to post accident testing shall immediately cease performing the safety-sensitive function and shall be placed in a non-driving assignment until all test results are received. Drivers whose test results are positive shall immediately be placed in a leave without pay status pending evaluation by the substance abuse professional and disciplinary action. If test results are returned as negative, the individual's status shall be changed to temporary duty with pay.

#### 4. Random Testing

All covered employees shall be subject to random, unannounced drug and alcohol testing. The annual random rate for alcohol testing shall be 25% of the covered employees. The annual random rate for controlled substance testing shall be 50% of the covered employees. Lower testing percentage rates will be authorized based on the performance guidelines set forth in these policies or FHWA Regulations.

Covered employees whose daily duties do not require the performance of safety-sensitive functions (such as teachers driving for field trips, substitute school bus drivers, painters, etc.), but who are selected for random testing, must be tested either just before, during, or just after performance of safety-sensitive functions. "Just before" is interpreted to mean the day before or day the employee is to perform a safety sensitive function. The fact that such individual has been selected for random testing must remain strictly confidential until the day the individual is scheduled to perform the safety-sensitive function. The individual selected must submit to testing as directed that day, and report to the testing facility immediately upon being so notified.

Covered employees are subject to both drug and alcohol random testing. Selection for random testing does not preclude being selected subsequent times during the same year; random selection for drugs does not restrict selection to be tested for alcohol or vice versa.

Random tested employees, including employees whose regular duties are not driving, shall be in a regular pay status while waiting test results and shall continue their safety-sensitive functions without restriction. Upon notification of positive test results, random tested employees shall immediately cease the performance of safety-sensitive duties and be placed in a leave status pending evaluation by the designated substance abuse professional until disciplinary or dismissal proceedings are completed.

#### 5. Return to Duty Testing

Employees who previously tested positive on a drug or alcohol test must submit to a return to duty test and test negative prior to returning to duty. Additionally, prior to returning to duty, the employee must have completed an evaluation and any referral and education/treatment process recommended by the designated substance abuse professional. Such treatment or actions shall be at the individual employee's expense and the employee will be in a leave without pay status until the actual commencement of authorized duties.

## 6. Follow-up Testing

Subsequent to passing the Return to Duty testing requirement, follow-up testing is required. Follow-up testing must be unannounced with the number and frequency of follow-up testing determined by a substance abuse professional. At a minimum, the substance abuse professional shall direct 6 tests in a 12 month period and may extend the follow-up testing requirement for up to 60 months. The cost for all follow-up testing shall be the responsibility of the employee. Any positive reading for a follow-up test for either drugs or alcohol shall result in immediate termination.

## APPENDIX XVIII-B

### BUS BEHAVIOR REFERRAL

Pupil: \_\_\_\_\_  
School: \_\_\_\_\_  
Selection No.: \_\_\_\_\_ Date: \_\_\_\_\_ ( ) A.M. ( ) P.M.  
Driver: \_\_\_\_\_ Location/Garage: \_\_\_\_\_

#### REASON FOR REFERRAL:

- ☐ CONTINUOUSLY NOT STAYING IN THE SEAT
- ☐ LITTERING ON THE BUS
- ☐ TOO LOUD OR BOISTEROUS
- ☐ SMOKING OR LIGHTING MATCHES
- ☐ THROWING OR SHOOTING OBJECTS
- ☐ USING FOUL OR ABUSIVE LANGUAGE
- ☐ FIGHTING, PUSHING, OR TRIPPING ON THE BUS
- ☐ GETTING TO BUS STOP LATE
- ☐ DAMAGING BUS
- ☐ DISRESPECT TO DRIVER OR OTHER RIDERS
- ☐ OTHER (BE SPECIFIC)

Please give details on incident \_\_\_\_\_

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

Driver's Signature \_\_\_\_\_

Action taken by CSA or designee \_\_\_\_\_

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

Administrator's Signature \_\_\_\_\_ Date \_\_\_\_\_

☐ Parents are to sign and return to principal when checked.

(Parent's Signature) \_\_\_\_\_

(Please write any comments on back)

## **ARTICLE XIX COMMUNITY/PUBLIC RELATIONS**

### **Section 19.01 Records Requests**

All document and record requests shall be made to the Business/Human Resources Manager or his/her designee and must be in writing, using the School Request for Records Form attached hereto as Appendix B. School documents and records may only be provided pursuant to this procedure and upon completion of the School Request for Records Form. The School shall respond to all such requests, within ninety (90) days unless documented circumstances require otherwise, using the School Response to Request for Records Form attached hereto as Appendix C.

A requesting party may appeal the denial of a Records Request to the CSA or designee. An appeal must be in writing, stating the specific reasons why the record should be released and why the cited authority is inapplicable and must be filed and received in the Office of the CSA or designee within ten (10) business days of the denial. The CSA or designee shall issue his/her decision on the appeal ten (10) business days or less from receipt of the appeal. The decision of the CSA or designee is final. Providing school documents other than through this procedure and use of the attached forms is grounds for disciplinary action up to and including termination.

The School shall apply the Act in concert with its policies relative to student confidentiality set forth in Article XV of these Policies and Procedures. In the event of a conflict those policies in Article XV shall control.

See also Policy 3.06, Non Disclose. The CSA or designee shall resolve all conflicts between Policy 3.06 and this policy.

### **Section 19.02 Community and Parent Involvement in Community School**

- A. Local community involvement and control of Moencopi Day School shall primarily be accomplished through the local elections of school board members. The school board members shall be the legitimate voice of the local community as authorized and set forth in the Hopi Code.
- B. Parental involvement shall be “encouraged” and welcomed primarily through the Family Teacher Organization. A copy of the organizational document for the school’s Family Teacher Organization is attached hereto. All parents are encouraged and invited to become members of the Family Teacher Organization and participate in the school through that organization. Other community members are invited to attend those meetings.
- C. Additional procedures for involving parents in the local community and the school may be developed by the board.

### **Section 19.03 Public Concerns and Complaints**

- A. The school policy is to be attentive to public concerns and complaints. The school will treat such concerns and complaints seriously but in an orderly fashion pursuant to the procedures set forth herein to ensure the least disruption to the work of the school and to the children's education.
- B. Parent concerns regarding their children's academic performance or experience should first be presented to their child's teacher. This meeting should first be arranged through the CSA or designee. If a mutually agreeable resolution of the concern or a plan for treating the concern is not attained within seven (7) school days from presentation of the concern then the parent may file a written complaint on the form attached hereto to the CSA or designee. The complaint must be in writing and it must fully explain the complaint and all relevant details. The complaint should be filed as soon as possible after the impasse between the teacher and the parent. It shall be the responsibility of the teacher to provide the form to the parent and explain the procedure for using the form. Employees will be allowed to participate at each level of attempted resolution of the complaint.
  - 1. The teacher shall attempt to resolve the complaint within (7) school days of receiving the complaint. If the complaint is resolved in a manner that is agreeable to the parent then the teacher shall set forth the resolution in writing and provide copies to the parent, forward a copy to the CSA or designee, and retain a copy for the teacher's file.
  - 2. If the teacher is unable to resolve the concern within seven (7) school days, the teacher shall refer the complaint to the CSA or the designee with a copy of the teacher's written report attached thereto.
  - 3. The CSA or his/her designee will attempt to resolve the complaint within the next seven (7) school days. If the CSA or designee requires time in which to investigate the matter, the CSA or designee will so inform the parent and note the expected response time. The CSA or designee shall resolve the complaint in writing and provide copies of the CSA or designee's resolution to the parent and the staff at issue in the complaint.
  - 4. After receiving the CSA or designee's resolution of the matter, the parent may ask that the matter be placed on the school board agenda. The school board will decide at its next regular meeting if and how to review the complaint. The parent will be advised of the day of the meeting at which the school board will consider the complaint. Due process rights of employees will be observed.
- C. If members of the public have concerns with the performance of staff members other than noted in paragraphs C and D above, then they shall attempt to resolve their concerns with that staff member by first making an appointment through the CSA or designee. If a mutually agreeable resolution of the concern or plan for treating the concern is not attained within seven (7) school days, then the member of the public (hereinafter Complainant) may file a written complaint with the staff person's immediate supervisor or his/her designee. The complaint must be in writing on the attached form and fully explain the complaint and all relevant details.

The complaint should be filed as soon as possible after the impasse between the staff person and the Complainant. The staff person shall be responsible for providing the form to the Complainant and informing the Complainant of the process. The staff person involved will be allowed to participate at each level of the attempted resolution of the complaint.

1. The CSA or designee shall attempt to resolve the complaint within seven (7) school days of receiving the complaint. If the complaint is resolved, the department supervisor shall set forth the resolution in writing and provide copies to the staff persons involved and the Complainant.
2. The CSA or designee shall attempt to resolve the complaint within the next seven (7) school days. If the CSA or designee requires time in which to investigate the matter, the CSA or designee will so inform the Complainant and note the expected response time.
3. The CSA or designee shall resolve the complaint in writing and provide copies of the CSA or designee's resolution to the Complainant and staff persons at issue.
4. After receiving the CSA or designee's resolution, the Complainant may ask that the matter be placed on the next school board agenda. The school board will decide if and how to review the complaint. The Complainant will be advised of the date of the meeting at which the school board will consider the complaint. Due process rights of employees will be observed.

D. General concerns regarding the school shall be submitted first to the department supervisor in writing on the attached form. The department supervisor shall attempt to resolve the complaints within seven (7) school days of receiving the complaint.

1. If the CSA or designee is able to resolve the complaint, then the department supervisor shall set forth the resolution in writing and provide copies to the Complainant and to the CSA or designee. If the department supervisor is unable to resolve the complaint within the seven (7) school days, then the department supervisor shall refer the complaint to the CSA or designee along with the department supervisor's written report. The CSA or designee will attempt to resolve the complaint in the next seven (7) school days. Should the CSA or designee require time to investigate the matter, the CSA or designee will so inform the Complainant and note the expected writer response time.
2. The CSA or designee shall resolve the concern in writing and provide copies of the resolution to the Complainant and relevant staff members.
3. Upon receiving the CSA or designee's resolution, the Complainant, if they so desire, may ask that the matter be placed on the next school board agenda. The school board will decide if and how to review the complaint. The Complainant will be advised of the date of the meeting at which the complaint will be considered. Due process rights of employees will be observed.
4. The decision of the school board in all of the above matters is final.

- E. Complaints made directly to the school board will be referred to the administration with the direction to follow the procedures set forth herein.
- F. The board as a whole, or individual board members, shall refuse to hear or act on complaints that have not been processed through the procedures set forth herein.

#### **Section 19.04 Communicating With and Informing the Public**

- A. All school personnel are responsible for good public relation; however, the CSA or designee is responsible for informing the public and communicating with the public on school matters. Questions relating to school matters should be referred to the CSA or designee for the official school response. Employees should not respond to information and communication requests unless specifically authorized to do so. Further, employees should not make representations concerning school matters unless they are specifically authorized to do so.

#### **Section 19.05 Media Relations**

- A. All communication with the news media regarding school matters shall be done by the CSA or the CSA's designee. An employee, without specific authorization to communicate with news media on school matters, who does so anyway, may be subject to disciplinary action up to and including termination.

#### **Section 19.06 Public Conduct on School Property**

- A. Parents and members of the public shall comply with all standards of behavior set forth in the Moencopi Day School Policies and Procedures Manual while on school property or at school functions.
- B. There shall be no use, possession, gifting or sale of alcohol, other controlled substances or tobacco on the Moencopi Day School campus, vehicles, or at school activities.
- C. The public shall not act in a manner intended to obstruct, disrupt, interfere with, or in any way negatively impact the work of the school or the attainment of the school's mission and philosophy.
- D. Members of the public shall follow the lawful direction of school personnel while on campus. Unauthorized entry, use or occupation of school facilities' grounds, buildings, equipment and/or property is prohibited.
- E. Members of the public may not enter or remain in the administration buildings, classrooms or residential facilities without appropriate authorization by school CSA or designee to grant such authorization.

#### **Section 19.07 General School Community Relations**

- A. The school wishes to cultivate and facilitate positive relations with the community in order that the focus of the community and the school can remain on the children and their



education. To that end, it is the school's desire that the local community and parents know and understand the school's mission and philosophy statement and all aspects of the school's operation. The school welcomes public comment and recommendations through the channels set forth herein. The school desires the community support and cooperation in carrying out this most important community function—the education, development, and health, safety and well-being of the community's children.

## Appendix XIX-A

### REQUEST FOR RECORDS

I, \_\_\_\_\_ (Proof of requesting party's identity required) hereby make  
[Print Name of Requesting Party]

written demand for \_\_\_\_\_  
State with specificity, to include document type, date, etc., the precise records requested).

Moencopi Day School (hereinafter "School") is providing this/these record(s) because it believes it may be required to do so by applicable law. The requesting party, as indicated by their signature below assumes all responsibility and liability for the production of the record(s) to said requesting party and any further use, publication, or any other action relative to the record(s) or contents thereof. The requesting party further agrees to indemnify and hold harmless the School for producing the record(s) pursuant to their demand. The requesting party is prohibited from disclosing or providing a copy of the protected record to any other person.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Requesting Party

\_\_\_\_\_  
Home Phone or Daytime Phone, where you  
may be reached and mailing address

## Appendix XIX-B

### RESPONSE TO REQUEST FOR RECORDS

Moencopi Day School's (hereinafter "School") response to your request for records is as follows:

☐ Approved upon payment of cost of production. Cost of production is\_\_\_\_\_.

☐ The School does not maintain the record(s) requested. \_\_\_\_\_  
[Name of Agency or "unknown"]  
may maintain the requested record.

☐ Denied

1. Description of record or portions to which access denied .
2. Reason for denial to include citation to authority .
3. This denial may be appealed to the School's CSA or designee upon:
  - a) Filing a written appeal in the CSA or designee's office within ten (10) business days of the date of this denial;
  - b) The written appeal MUST include written reasons why the record(s) must be released, why the denial is unlawful and why the cited authority is inapplicable;
  - c) Failure to include the foregoing or deliver the appeal to the CSA or designee's office within the above time will result in denial of the appeal.
4. The decision of the CSA or designee is the School's final decision.

**Appendix XIX-C**  
**PUBLIC CONCERN—COMPLAINT**

Complainant: Name:

Address:

Telephone:

Name of Student(s) concerned or Person(s), if any, the Complainant is representing:

Statement of Complaint (provide specific details by clearly stating the complaint and all relevant dates, statements and witnesses):

Action Requested:

Dated:

Signature:

## **ARTICLE XX POLICIES REGARDING THE ACQUISITION AND ADMINISTRATION OF FEDERAL GRANTS**

### **Section 20.01 General Policy Statement**

The following are guidelines, procedures and policies to be followed by all School employees, those performing under contracts with the School and all subcontractors and all others involved in the acquisition and/or administration of any federal grant for which the School applies or which it receives.

It is the intent of these guidelines, procedures and policies to cause the School and the above-named parties to act in compliance with all applicable federal, Hopi and local laws, rules and regulations, and these policies shall be construed and interpreted to accomplish that intention. The School incorporates by reference into these policies: the written terms and conditions of any such grant, 43 CFR § 12.76 and amendments thereto; regulations of the Department of the Interior; and other laws, rules or regulations found to be applicable; into these policies.

Should a conflict arise between these policies and the various laws, rules and regulations then the Hopi Code shall control over these policies and local laws, rules and regulations; and the laws, regulations and rules of the federal government shall control over the foregoing or as applicable law requires.

### **Section 20.02 School Procurement Standards and Ethics**

1. General. When procuring property and services under a grant, the School shall use and enforce its established adopted policies and procedures, including, but not limited to, its procurement, conflict of interest and anti-nepotism policies, all of which are incorporated herein by reference, except and wherein said policies conflict with the guidelines, procedures, and policies set forth herein and/or the laws, rules and regulations of the federal government, granting agency, Hopi and/or local laws or regulations.
2. Standards.
  - a. The School, its contractors and their subcontractors will use School procurement procedures which reflect applicable federal, Hopi and local laws, rules and regulations, and the standards specifically set forth in 43 CFR § 12.76 and amendments thereto. In the event of any conflicts, the federal law shall control.
  - b. The School will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.

- c. The School does and will maintain a written code of standards of conduct governing the performance of the School's employees in the administration of contracts and other procurements. Said employees are and shall be subject to the standards, guidelines, procedures and policies set forth herein and other applicable policies set forth in the School's policy manual.
- d. In addition to the conflict of interest and anti-nepotism policies set forth in the School's policy manual, a conflict will also arise when: (i) an employee, officer or agent of the School, (ii) any member of their immediate family, (iii) their partner, or (iv) an organization which employs or is about to employ any of the above, has a financial or other interest in a firm, person or entity selected for an award.
- e. The School, School employees, contractors, their subcontractors, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub agreements. A violation of standard (c) or (d) may result in diminution or loss of contract, or disciplinary action up to and including termination.
- f. The School, its contractors and their subcontractors shall review proposed procurements to identify unnecessary or duplicative purchases. In said review, consideration shall be given to consolidating or breaking up procurements to obtain a more economical purchase. Where appropriate, leases should be considered in place of purchases, and other such possible cost-saving alternatives should be considered.
- g. Where possible and to foster greater economy and efficiency, the School shall enter into agreements with the Hopi and local governmental agencies for procurements or use of common goods and services.
- h. Where feasible and economically advantageous, the School shall use federal excess and surplus property in lieu of purchasing new equipment and property.
- i. The School shall use "value engineering" clauses in contracts for construction projects where appropriate in order to identify and incorporate reasonable opportunities for cost reductions. "Value engineering" is defined as "a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lowest cost."
- j. The School shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. The following criteria shall be used in making this determination:
  - (i) contractor integrity; (ii) contractor compliance with public policy; (iii) contractor record of past performance; (iv) financial stability of contractor; and (v) identifiable technical resources and expertise of contractor.
- k. The School shall maintain records which identify the process, basis, terms and conditions and other factors necessary for a thorough review of each procurement. Such records shall include, but are not limited to: (i) rationale for the method of

procurement; (ii) basis for selection of contract type; (iii) basis for contractor selection and rejection; and (iv) basis for contract price.

- l. The School shall not use time and material type contracts unless and only if: (i) there is a written determination that no other contract is suitable, setting forth the basis for said determination; and (ii) the contract includes a ceiling price that the contractor exceeds at its own risk.
- m. The School, its employees and agents are responsible for settlement of all contractual and administrative issues arising out of procurements. The School, its employees and agents shall exercise good administrative practice and sound business judgment in settlement of these issues. The proper agency shall be consulted regarding matters which are primarily a federal concern. Violations of any laws or regulations shall be referred to the relevant and appropriate authority.
- n. All disputes or protests relative to any procurement must be submitted, in writing, to the School's CSA or designee, within fifteen (15) business days of the event or events giving rise to the dispute. Said written notice shall include a detailed description of the basis for said dispute or protest, including, but not limited to, policies or specifications at issue, dates, times, actions, names of parties and witnesses relevant to the dispute or protest. Facts not submitted initially may be precluded in further consideration of the dispute or protest. Failure to provide said notice within the time noted above shall constitute a waiver of the dispute or protest.

The School's CSA or designee shall have thirty (30) days from submission of a notice to resolve said dispute or protest. The party disputing or protesting any procurement must participate with the School's CSA or designee, in discussions and negotiations and other dispute resolution procedures in an attempt to resolve the dispute or protest. Should the dispute not be resolved by the School's CSA or designee, within the time set forth above, said dispute and record thereof shall be submitted, by the School's chief administrator, to the School Board for its consideration. The party disputing or protesting the procurement may submit a written statement to the School Board at that time for its consideration. A decision of the School Board shall be final. Only after exhausting the above administrative remedies may a protestor pursue a review with the federal agency.

Any review by the federal agency shall be limited to: (i) violations of federal law or regulations, the standards of this section (violations of Hopi or local law shall be under the jurisdiction of Hopi or local authorities); and (ii) violations of the School's or the School's contractors or subcontractors for failure to review a complaint or protest.

### **Section 20.03 Adoption as Policy of Training, Guidelines and Procedures**

The School. adopts as policies the guidelines and procedures relative to the acquisition and administration of federal construction and related grants as set forth in the following training materials attached hereto and made a part hereof. It shall be the duty of the School staff, contractors, subcontractors, employees and agents to familiarize themselves with, know and comply with said policies. Failure to do so may result in the termination of relevant contracts

and/or disciplinary actions. Any questions regarding these policies or their meaning should be referred to the CSA or his/her designee in writing.

**I. Sources of Regulations**

- A. OMB Circular A-120
- B. Common Rule (adopted by Interior Department in 43 CFR § 12 (1993))
- C. OMB Circular A-87 (accounting principle for state and local government)
- D. OMB Circular A-128

**II. Schools Usually Not Subject to FAR (Federal Acquisition Regulation) Unless Required in the Grant**

**III. Three (3) Categories of A-102 Policies**

- A. Pre-Award Policies
  - 1. Determine whether grant or cooperative agreement
  - 2. Establish funding priorities and publish in the Federal Register
  - 3. Requires use of forms unless OMB approves otherwise; requires “program narrative statement” stating objectives and needs for assistance, results or benefits expected, project location
  - 4. Debarment, suspension, other ineligibility and high risk; criteria for ranking; may impose additional requirements for “high risk”
  - 5. Adjustments of the awards: should give immediate notice; adjustment only to that part of grant following notice, pro-rata adjustment of required matching
- B. Post-Award Policies (principally cash management and financial reporting); Common Rule, Subpart C supplements this
  - 1. Minimize time between transfer of grant to recipient and recipient’s need for the funds (also in Common Rule as “basic standard”)
    - a. agency may fund by reimbursement
    - b. agency may provide initial “working capital advance,” then by reimbursement
  - 2. Financial reporting (A-120 § 7(c)1, Standard Form)
    - a. financial reports
    - b. accounting records
    - c. internal controls
    - d. budget controls
    - e. cash management
  - 3. Any program income (rent, interest, sales) used to defray program costs
  - 4. Purchase/acquisition of real property and equipment
    - a. title vests in School subject to conditions on disposition
    - b. used only for grant purposes
    - c. may not dispose or encumber interest
    - d. request instructions from agency for disposition of property (only three (3) alternatives)
      - i) allow School to retain after compensating agency
      - ii) School sells with proceeds to agency
      - iii) transfer title to agency or third party approved by agency



(If it is equipment worth less than \$5,000.00, School may keep, sell or otherwise dispose without any further obligation to agency. If worth more than \$5,000.00, School may keep or sell, but must pay agency based on agency's share of the equipment). See Common Rule 53 FR 8095.

C. After-the-Grant Policies

1. Agency must notify School, in writing, before end of grant of all final reports due, when due, where to submit
2. Close-out requirements
  - a. close-out reports
    - i) School submits to agency within ninety (90) days of termination of grant
    - ii) within ninety (90) days of submission, agency makes upward/downward adjustments and promptly pays allowed reimbursable costs
  - b. disallowance of costs - agency retains right to disallow and recover cost on later audit
  - c. collection - agency may collect from School amounts due from audit findings

**IV. Procurements - Generally**

- A. School and School's contractor and subcontractor
- B. Basic policy of common rule is for School to use its own procurement rules that are consistent with federal, Hopi and local law
- C. Minimum standards
  1. Require contractors to perform according to terms, conditions and specifications of contract (project coordinator, supervisor, independent architects) (lawsuit documentation)
  2. Written code of conduct for employees awarding and administering contracts
  3. Bar conflicts interest by employees and enforce
  4. Maintain records which show:
    - a. rationale for method of procurement
    - b. contract type
    - c. contractor selection or rejection
    - d. basis for contract price
    - e. encouraged to use "value engineering" clauses - show why did or did not ("value engineering" defined as: See 43 CFR 12.76(b)(6))
- D. School is responsible for:
  1. Source evaluation issues
  2. Protests
  3. Disputes
  4. Claims

(Agency prohibited from substituting their judgment unless primarily a "federal concern")

**V. Competition and Specification Requirements**

- A. General policy - All procurement transactions must be made subject to full and open competition

- B. Prohibited acts
  - 1. Placing unreasonable qualifications and requirements on firms
  - 2. Requiring unnecessary experience, excessive bonding, brand names over equal generics
  - 3. Noncompetitive awards to consultants on retainer
  - 4. Allowing organizational conflicts
  - 5. In-state or local preferences unless authorized by law
- C. Requirements
  - 1. Clear and accurate technical specifications
  - 2. Specifications must state minimum essential characteristics of material, service or product to be procured
  - 3. "Brand name" or equal specifications only permitted where not economical or practical to do otherwise
  - 4. Identify all requirements to be fulfilled
  - 5. Identify all factors to be used in evaluating bids
  - 6. Prequalification lists must be updated, provide competition and not preclude potential bidders
- D. Penalty for noncompliance - revocation of grant

## **VI. Source Selection Methods**

- A. Small purchases
  - 1. Less than \$100,000.00 aggregate
  - 2. For services, supplies or other property
  - 3. Must obtain price or rate quotations from adequate number of "qualified sources"
- B. Sealed bidding
  - 1. Preferred method for construction services
  - 2. Conditions necessary for sealed bidding
    - a. a complete, adequate and realistic specification or purchase description if available
    - b. two (2) or more bidders are willing and able to compete effectively and for the business
    - c. procurement lends itself to a firm fixed price contract and selection can be made principally on the basis of price
  - 3. Requirements
    - a. must award a written firm fixed-price contract to the lowest responsive and responsible bidder (Hopi and \_\_\_\_\_ business preference)
    - b. invitation for bid (IFB) publicly advertised with sufficient time before bid opening
    - c. IFB must contain sufficient specifications and definitions to properly bid
    - d. **all** bids opened publicly at the time and place published in IFB
    - e. IFB must state "any and all bids may be rejected for a sound documented reason"
- C. Procurement by competitive proposals
  - 1. Request for Proposals (RFPs) are advertised and sources submit offers

2. Either a fixed price or cost reimbursement-type contract is awarded
  3. Typically used when conditions not appropriate for use of sealed bids; i.e., hard-to-do specifications, need dialogue, etc. Often used for architectural/engineering services wherein qualifications needs to be evaluated
  4. Requirements for this procedure
    - a. RFPs developed and advertised, identifying all evaluation factors and their relative importance
    - b. all responses must be considered
    - c. action must be taken to ensure that proposals are solicited from the maximum reasonably available qualified sources, adequate number of sources is solicited
    - d. the School, its employees, contractors and subcontractors, in each case, will establish the methodology for conducting technical evaluations and awarding and making awards
    - e. awards shall be made to the responsible firm whose proposal is deemed most advantageous to the program, considering price and other relevant factors set forth in the method for analysis
    - f. this procedure specifically authorized for use in qualification-based procurement of architectural/ engineering professional services. Qualifications must be evaluated and the most qualified competitor selected subject to negotiation of fair and reasonable compensation
    - g. where price is not used as a selection factor in this method of procurement, only architectural/engineering professional services may be procured. This method, where price is not a selection factor, cannot be used to purchase other types of services even though architectural/engineering firms may be a potential source to perform the proposed services
- D. Procurement by noncompetitive proposals
1. This method of procurement may not be used unless the award of a contract is not feasible through one of the other preceding source-selection methods. Further, at least one of the following circumstances must apply:
    - a. the item is available only from a single source;
    - b. public exigency or emergency will not permit the use of the three (3) other forms of procurement not permit the delay resulting from competitive solicitation;
    - c. awarding agency authorizes noncompetitive proposals; or
    - d. after solicitation, the number of sources of competition is determined inadequate
  2. Requirements
    - a. the School must perform a cost analysis verifying the proposed cost data, the projections of the data and evaluation of the specific elements of cost and profits
    - b. the School may be required to, and in such cases shall, submit the proposed procurement to the awarding agency for a pre-award review in accordance with 43 CFR § 12.76(g)

## **VII. Disadvantaged Business Enterprise (DBE) Requirements and Other Socioeconomic Requirements**

- A. The School, its contractors and subcontractors shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms (hereinafter collectively referred to as "DBEs") are used when possible. The above-described affirmative steps shall follow the priorities established by the applicable laws, rules and regulations.
- B. Affirmative steps shall include:
  - 1. Placing DBEs on a solicitation list to solicit DBEs whenever they are potential sources
  - 2. Divide requirements, when economically feasible, into smaller tasks to permit maximum participation by DBEs
  - 3. Establish delivery schedules, where the requirement permits, to facilitate participation by DBEs
  - 4. Use services of Small Business Administration and minority business development agencies of the Department of Commerce to identify and solicit DBEs
  - 5. Require contractors and subcontractors to take the above-described affirmative steps

## **VIII. Contract Cost and Price Requirements**

- A. The School, its contractors and subcontractors shall perform a cost or price analysis relative to every procurement action, including contract modification. Such analysis shall include:
  - 1. The School shall make an independent cost and price estimate before receiving bids and proposals
  - 2. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost; e.g., under professional, consulting and architectural engineering service contracts
  - 3. A cost analysis must be performed when adequate price competition is lacking, for sole-source procurements, contract modifications or change orders (unless price reasonableness can be established by reliable market devices or set by law or regulation)
  - 4. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price
  - 5. The School, its contractors and subcontractors shall negotiate profit as a separate element of the price when:
    - a. there is no price competition; and
    - b. in all cases where cost analysis is performed
- B. Criteria for determining a fair and reasonable profit are:
  - 1. Complexity of the work
  - 2. Risk borne by contractor
  - 3. Investment by contractor
  - 4. Quantity of subcontracting
  - 5. Quality of contractor's record and past performance
  - 6. Industry profit rates for similar work in that area
- C. Estimated costs shall be allowable only to the extent they are consistent with federal

- cost principles as set forth in 43 CFR 12.62
- D. Cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used

## **IX. Agency Review**

- A. At the awarding agency's request, the School, its contractors and subcontractors shall make available all technical specifications of proposed procurements
- B. At the awarding agency's request, the School, its contractors and subcontractors shall make available, for pre-award review, all procurement documents such as RFPs or IFBs, independent cost estimates, etc., when:
1. The School, the School's contractors or subcontractors' procurement procedures or operations fail to comply as set forth in 43 CFR § 12.76
  2. When the procurement is expected to exceed the simplified acquisition threshold (\$100,000.00)
  3. There is an award without competition or only one (1) bid is received
  4. The procurement specifies a brand name product
  5. The procurement is added to other than the apparent low bidder under sealed bid for procurement
  6. A contract modification increases the scope or amount of the contract by more than the simplified acquisition threshold
- C. The School may be exempt from pre-award reviews described in paragraph B(1) through (6) above if:
1. They request an agency review of the procurement system and is certified by the agency
  2. Upon self-certification by the School, pursuant to written assurances that it is compliant with the applicable standards

## **X. Bonding Requirements**

- A. An awarding agency may accept the bonding policy of the School if it has made a determination that its interests are adequately protected
- B. If (A) has not occurred, then the following minimum requirements shall be met:
1. A bid guarantee equal to at least five percent (5%) of the bid price
    - a. it may be a bid bond, certified check or other negotiable instrument
    - b. the bond is to ensure that the bidder will execute contractual documents within the time specified
  2. A performance bond equal to one hundred percent (100%) of the contract price
    - a. to ensure full performance by the contractor under the contract
  3. A payment bond equal to one hundred percent (100%) of the contract price
    - a. to ensure the payment of all people supplying labor and material relative to the contract

## **XI. Miscellaneous Contract Provisions**

- A. The School's contracts relative to this grant must contain the following conditions:
1. For contracts over the simplified acquisition threshold, remedies for

- breach of contract by contractors and appropriate sanctions and penalties
2. Termination for cause and convenience clause and the procedure for said actions and basis for settling claims relative hereto
3. Compliance with equal opportunity provisions
4. Compliance with Copeland Anti-Kickback Act
5. Compliance with Davis-Bacon Act
6. Compliance with Contract Work Hours and Safety Standards Act
7. Notice of agency requirements and regulations relative to reporting
8. Notice of agency requirements relative to patent, discovery or invention arising under the contract
9. Agency requirements and regulations pertaining to copyrights and data
10. The right of the School, its contractors and subcontractors and federal agencies to all records and documents of contractor necessary for audits and reviews
11. That all records be retained for three (3) years after final payment
12. Compliance with The Clean Air Act and the Environmental Protection Agency regulations
13. Compliance with The Energy Policy and Conservation Act

## **XII. Compliance with any Applicable Hopi Preference Laws**

### **Section 20.04 Compliance with the Davis-Bacon Act**

It is the policy of the School to comply with all rules and regulations arising from its grant status, including, but not limited to, compliance with 40 U.S.C. 276(a) through (a-5), commonly known as the Davis-Bacon Act and amendments thereto. To that end, it is the policy of the School that in all solicitations for contracts and contracts involving actual construction, as defined in 29 C.F.R. 5.5(a) and amendments thereto, in excess of Two Thousand and No/100 Dollars (\$2,000.00) and pursuant to which construction contractors will employ laborers and mechanics, as explained in 25 C.F.R. 5.2 and amendments thereto, the clause, noted at 48 C.F.R. 52.222-6 and as amended, shall be included as part of said solicitation and/or contract, along with the current prevailing wage information as obtained from the Department of Labor.

It shall be the duty of the Project Manager, or in the absence of the Project Manager, the CSA or designee, to ensure that the current provision (as set forth in the most recent version of 48 C.F.R. 52.222-6 or amendment thereto) and the current prevailing wage information from the Department of Labor are available and disseminated to the relevant staff so that they may be provided and used as required herein and as required by federal law.

In cases where there is uncertainty whether or not the Davis-Bacon Act applies, the above actions shall be taken in order to err, if at all, on the side of compliance.

### **Section 20.05 Equal Employment Opportunity**

It is the policy of the School to comply with all rules and regulations arising from its grant status, including, but not limited to, compliance with Executive Orders 11246 and 11375, as supplemented and explained in 41 C.F.R. 60. To that end, it is the policy of the School that in all solicitations for construction contracts and all contracts expected to be or actually awarded in

excess of Ten Thousand and No/100 Dollars (\$10,000.00), the following action shall be taken:

1. The provision set forth in 41 C.F.R. 60-1.4(b) to include “the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs(1) through (7) shall be inserted in every applicable RFP, invitation to bid and contract.
2. The Project Manager shall require any such contractor to keep, furnish and maintain records as required in 41 C.F.R. 60-1.7 and 41 C.F.R. 60-1.12.
3. 41 C.F.R. 60-1.42 shall be included in any such RFP, invitation to bid or contract with the statement that contractors and subcontractors are required to post said notice as required by law.

It shall be duty of the Project Manager to ensure that the current provisions, as set forth in the most recent versions of 41 C.F.R. 60, *et seq.*, are available, disseminated and used as set forth herein.

In cases where there is uncertainty whether or not the above equal employment opportunity procedure are required, they should be utilized and provided to err, if at all, on the side of compliance.

#### **Section 20.06 Employees’ Duty to know and acknowledge the School’s Conflict of Interest Policies**

School employees shall review, know and act in compliance with the School’s Conflict of Interest Policies as more fully described in the “Conflict of Interest Agreement,” attached hereto as Appendix XX-A. All School employees shall familiarize themselves with the Agreement and the policies therein, clarify any confusion regarding the policies with their immediate Supervisor and sign the Agreement as an acknowledgment of their understanding of said policies and their agreement to act in compliance with those policies.

## **Appendix XX-A**

### **CONFLICT OF INTEREST AGREEMENT**

#### **MOENCOPi DAY SCHOOL**

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

Actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or a relative of that employee. For the purposes of this policy, a relative is person who is defined as a relative under the School's hiring policy (see Section 2.06 - Anti-Nepotism).

School business dealings with outside firms should not result in personal financial gains for any employee or their relatives (see Section 2.06 - Anti-Nepotism). An employee who has, or whose relative has a substantial personal interest in any decision of the School, shall make known the interest in the official records of the School, and shall refrain from participating in or influencing the School's position on any matter as an employee in such a decision. Personal gain may result not only in cases where an employee or relative has a significant ownership of a firm with which the School does business but also when an employee or relative receives any kick-back, bribe, substantial gift, or special consideration as a result of any transaction or dealings involving the School. All transactions that can be interpreted to involve personal financial gain shall require specific Board approval.

Additionally, no employee of the School shall accept gifts from any persons, group, or entity doing, or desiring to do, business with the School. The acceptance of any business related gratuity is specifically prohibited, except for widely distributed, advertising items of nominal value.

The undersigned employee, as evidenced by their signature below has reviewed school policies 2.06; 2.07; 14.06; and the Federal Grant Construction Policies of the School; and the requirements of 43 C.F.R. 12.76, understands said policies and requirements, and agrees to comply with and be bound by said policies and requirements as an employee of the School. Employee understands that failure to comply with the above noted Conflict of Interest Provisions may result in disciplinary action up to and including termination.



## **ARTICLE XXI FOOD SERVICE**

### **Section 21.01 Purpose.**

Moencopi Day School participates in the National School Lunch and School Breakfast Programs. These programs make available to school children meals of optimum nutritional value at a minimum cost to the child. This is accomplished by providing a daily meal that meets one-third of the Recommended Dietary Allowance (RDA). The U.S. Department of Agriculture (USDA) reimburses the School for the meals which are not reimbursed. Adult meals must be paid for from other funding sources.

The Food Service Department has a line item budget under the program reimbursements received from the USDA and items budgeted under the program must be used for the purchases of food for student meals and salaries to prepare those meals. These funds cannot be used for any other purpose. Therefore, any food request for parties, potlucks or any other functions must be paid from other funding sources. An approved purchase order will be required before the Food Service Department will order any food items you are requesting.

Under USDA regulations, if an area within the School is designated as an extension of the cafeteria for meal (breakfast and lunch) consumption, that area cannot be used to sell foods or minimal nutritional value during breakfast and lunch. Examples of food considered as having minimal nutritional value are soda, hard candy, chips, corn nuts, gum, cakes, fry bread and caramel popcorn. As a result, foods of minimal nutritional value are not allowed in the cafeteria during meal hours.

### **Section 21.02 Food Requests.**

Requests for sack meals shall be submitted ten (10) working days in advance. Sack lunch will be provided as needed. Check with the Food Service Department the day before the pickup date to make sure an order has been received. Sack meals requested that are not picked up will be charged to the requester. All food request shall be submitted to the Administration Office.

Any food request for special events must be submitted ten (10) working days (M-F) in advance. Weekends do not count in the ten (10) days. The Food Service Department does not keep large quantities of food on hand and will order the food according to the menu.

### **Section 21.03 Food Procurement.**

All food service purchasing and disbursements are controlled by the procurement accounting and management and disbursements of property sections included in this Manual and food service personnel shall comply with said policies.

### **Section 21.04 Conduct in Food Service Area.**

Conduct in the food service area shall be as prescribed, for students and staff, in the other general conduct areas of this Manual. Unruly or inappropriate behavior will result in disciplinary action."

### **Section 21.05 Unauthorized Persons.**

Any unauthorized person due to health and safety reasons will not use the kitchen. The kitchen shall not lend out any of the cooking utensils outside of the School.

## **ARTICLE. XXII FAMILY TEACHER ORGANIZATION POLICIES**

### **Section 22.01 Mission Statement.**

The Moencopi Day School, Family Teacher Organization (hereinafter “FTO”) adopts the Mission and Philosophy Statement of the Moencopi Day School (hereinafter “MDS” or the “School”) as set forth in the MDS Policies and Procedures Manual and as set forth below. The FTO pledges to promote, support and act in compliance with said Mission and Philosophy Statement.

The Moencopi Day School, School Board (hereinafter the “Board”) adopts and proclaims the following mission and philosophy statement and shall act in conformance with said statement:

The Mission and Philosophy of Moencopi Day School (hereinafter the “School”) is based upon the Traditional Cultural approaches to Child Rearing. The School is designed and built to reflect the holistic direction of a Home. We strive to guide a child to proper Emotional, Social, Physical and Spiritual Development through extensive Culture and Language programs.

### **Section 22.02 FTO Additional Mission Statement.**

It shall be a further purpose and mission of the FTO to:

- a. Support and speak on behalf of children and youth at MDS, in the community and before governmental bodies and other organizations that make decisions affecting children.
- b. Support, promote and speak on behalf of MDS in the community and before governmental bodies and other organizations that make decisions affecting MDS.
- c. Assist parents in developing the skills they need to raise and protect their children; and
- d. Encourage and facilitate parent and public involvement in MDS.

### **Section 22.03 Understanding Roles of Different Groups at MDS.**

- a. There are different groups and entities at MDS. Each group has a specific role to play. Each interrelated group must know and operate within its parameters. The FTO is one of these groups. It is important that the FTO know and acknowledge these different groups, their duties and their parameters, including their authority. This knowledge and acknowledgement will allow the FTO to best fulfill its role.

The purpose of MDS and each group is the children. The children served by MDS must remain the focus of each of these interrelated groups. All employees, officials and community members involved in the mission of MDS must keep the focus on the best interests of the children. All our actions and energies should be directed toward the education, development and well-being of our community's children. Personal disputes and arguments between adults must not be allowed to detract from this simple, yet very important focus.

- b. School Board. The School Board (hereinafter "Board") is the entity authorized by Hopi law to act on behalf of MDS. Only the Board may take lawful action that is binding upon MDS.

The Board may only take such action as a group by motion/resolution duly moved, seconded and voted on at public meetings. The Board may not act otherwise. Board members are not authorized to act individually on behalf of MDS or outside of a public meeting unless specifically authorized to do so by a vote of the Board in a public meeting.

Hopi law mandates local control of community schools through the local election of School Board members. The School Board members are then given the legal responsibility, as a group, to operate the School. Local control does not mean control by ad hoc committees or groups of parents, community members or the chapter, but it does mean operation of the School through the actions of locally-elected School Board members who are accountable to local communities through the election process.

The School Board has broad policy-making and oversight functions. They do not become involved in the day-to-day operation of the School, but set policy delegate limited authority and designate others or other groups to perform the day-to-day operation of the School and accomplish other needed functions. It is important to realize that the authority of every other group at the School, including the FTO, is derived from a grant of limited authority from the School Board. The Board is responsible for the actions from all of the other groups and retains the authority to control these groups.

- c. Administration. The administration is composed of professionals hired by the School to carry out the day-to-day operation of the School. It is the duty of these administrative professionals to enforce the policies set by the Board and attend to the day-to-day operation of the School. The CSA is the chief operating officer of the School and is responsible for this administrative function. The CSA or designee's authority arises from a grant of limited authority from the School Board to accomplish those administrative duties. The CSA or designee reports to and is governed by the School Board.
- d. Staff. The staff is composed of education professionals and trades people who are responsible for accomplishing the myriad specific tasks that are necessary for the School to perform its mission. It is this group that performs the specific teaching, maintenance, housing, security and other tasks necessary to provide the services to

the children and the community. The staff is supervised by the administration and CSA or designee in carrying out their tasks. The Board has given the CSA or designee limited authority to organize and supervise the staff.

- e. FTO and Other Similar Groups or Entities. The FTO is also an arm of the School authorized by the School Board. The FTO does not have an independent source of authority. The purpose of the FTO is to provide support to the School in accomplishing the School mission and act in an advisory capacity on specific School matters. The FTO is part of the School team. The FTO is not authorized to operate the School or dictate how the School should operate.

The Board has authorized the FTO to serve in the above functions and to assist in providing a larger perspective on School matters. It is hoped that the FTO will provide a positive communication link to and from the community. The FTO is, as are the other School groups, subject to all the rules, policies and procedures set forth in the Policies and Procedures Manual and other Board directives.

#### **Section 22.04 Membership**

- a. Membership in the FTO is open to mothers, fathers and legal guardians of students. Members may attend FTO meetings and participate in the proceedings. , -
- b. Voting Members.
  - (i) Voting members must attend either the first organizational meeting of the FTO or two (2) other meetings of the FTO to qualify to be voting members.
  - (ii) The FTO shall keep a record of attendance, membership forms, and a current list of voting members. Only those members on the list shall be allowed to vote on FTO matters.
- c. Expulsion of Members. Any member may be expelled for cause at a duly-called meeting of the FTO by a simple majority vote of the voting members present if a quorum is met. "Cause," as used in this section, is any conduct injurious or prejudicial to the good order, peace or interest of the FTO or MDS, or at variance with the FTO and/or the MDS Mission and Philosophy Statement, policies and procedures, bylaws or rules. Prior to expulsion, the member considered for expulsion shall be given the opportunity to be heard at the meeting. The time allowed for the member to be heard may be reasonably limited by the presiding officer. Any member who is to be considered for expulsion shall be notified by a letter addressed to the member's address of record, of the intention to move for the member's expulsion and the date and time of the meeting at which the expulsion will be considered. This letter shall be mailed to the member five (5) working days prior to the meeting. Any member so expelled may not participate in FTO meetings or activities for the remainder of the school year.

## Section 22.05 Officers

- a. Identity of Officers. The FTO shall have the following officers: president; vice president; secretary; and treasurer.
- b. Election of Officers. Officers shall be nominated and elected at the first annual meeting the FTO at the beginning of each new academic year. The term of office for each officer shall be one (1) year. The CSA or designee shall preside over the first annual meeting and the nomination and election of officers. Nominations shall be received from the floor and elections shall be by a show of hand. Officers are subject to approval by the School Board. Employees or School Board members of MDS are not allowed to be officers of the FTO.
- c. Duties of Officers.
  - (i) President. The president shall preside at all meetings of the FTO and Executive Board. In the absence or inability to act by the president, the vice president, secretary and treasurer shall act in that order and that capacity. The president is authorized to recognize and reasonably limit speakers and discussion and otherwise make rulings to ensure the efficient and orderly process of FTO meetings. The president is also designated as the official spokesperson for the FTO. It is the president's responsibility to set the agenda for upcoming meetings in a timely fashion to allow publication of said agenda as set forth herein.
  - (ii) Vice President. The vice president shall perform all of the duties of the president in the absence or inability to act of the president.
  - (iii) Secretary. The secretary shall keep and file all records, conduct the correspondence and have custody of all the papers of the FTO. The secretary shall be responsible for recording FTO meetings and preparing Minutes of the FTO meetings. The secretary shall also be responsible for posting all required notices of meetings, agendas and other types of notice. The secretary shall also, in general, perform the customary duties of such office.
  - (iv) Treasurer. The treasurer shall collect and account for all funds relative to the FTO. The treasurer shall submit a detailed report of all fund accounts at each meeting. The treasurer shall also ensure that all funds are disbursed in strict compliance with MDS policies and procedures.
  - (v) All Officers. The above-described officers also constitute the Executive Board of the FTO. The Executive Board of the FTO is responsible for conducting the affairs of the FTO between regularly scheduled meetings and carrying out resolutions and official directives flowing from FTO meetings. The officers of the FTO shall also serve in said official capacities on the Executive Board. Should vacancies appear in an office and/or on the Executive Board, the Executive Board shall recommend a replacement or names of possible replacements to the School Board. The School Board shall appoint and install a

replacement officer should a vacancy occur.

- (vi) Any members of FTO who may travel for training activities will be expected to sign a Travel Authorization Form which includes a Code of Conduct. Should the FTO member violate the code of conduct, he/she will be immediately relieved of their position and may be required to reimburse MDS for travel costs as determined by the MDS School Board.

d. Meetings.

- (i) Regular FTO meetings shall be held on the first Monday of each month at 5:00 p.m.
- (ii) Special meetings may be called by the School Board, the FTO president or by three (3) of the FTO Officers
- (iii) A schedule of the regularly scheduled meetings shall be posted at the School and all Village Administration Buildings served by MDS, and will be announced in the monthly MDS Newsletter.
- (iv) Any change in or additional meetings shall be publicized by posting notice of said meetings, forty-eight (48) hours prior to the meeting, at MDS's administration building.
- (v) The president shall be responsible for setting an agenda forty-eight (48) hours in advance of any FTO meeting. The president shall receive suggestions for agenda items up to that time. It shall be the responsibility of the president to inform the secretary of the proposed agenda. The secretary shall be responsible for posting the proposed agenda at least twenty-four (24) hours prior to the meeting at the administration building of MDS and all Village Administration Buildings served by MDS.
- (vi) The FTO shall comply with the open meeting law set forth at 10 NNC 106(c).
- (vii) All action by the FTO must be taken by a majority vote of voting members present at a duly-noted and called meeting at which a quorum is present unless otherwise specifically stated herein. The FTO may not act except by resolution or motion arising from motions duly made and seconded and voted on as noted above. The secretary shall cause a tape recording of the meeting and Minutes which shall reflect the proceedings, including wording of the motion, motioning party, seconding party and vote. Minutes shall be reviewed, corrected and approved at the next following meeting. Minutes shall be provided to the Board each month.
- (viii) The presence of three (3) voting members at a duly-noted meeting is necessary to establish a quorum. If a quorum is not present, the only permissible, official action that can be taken is adjournment.

- (ix) Meetings shall be conducted pursuant to Robert's Rules of Order.
- (x) The presiding officer shall control the meeting to ensure that meetings proceed in an orderly and efficient manner in order to accomplish the business of the FTO. The presiding officer is authorized to take such reasonable measures to accomplish the foregoing.

#### **Section 22.06 Functions**

- a. Organize and perform volunteer activities to support School functions.
- b. Annually review and provide written comment regarding the School curriculum. The curriculum shall be discussed at the second meeting of the year and the FTO comments should be developed and written at the third meeting of each year.
- c. Review and report on School policies annually. This review should take place in the second half of the school year. The FTO should review the current MDS Policies and Procedures Manual or sections thereof and comment and provide their written comments to the School Board.
- d. Identify and participate in School activities. By the fourth meeting of the school year, the FTO shall provide the CSA or designee with a proposed list of activities for the upcoming school year and a narrative of expected FTO involvement in each activity the FTO shall strive to create harmony and positivism at the School and assist the School in avoiding divisiveness and unhealthy competition between classrooms and other groups at the School.

#### **Section 22.07 Amendments**

These policies and procedures for organization and operation may only be amended pursuant to a recommendation of the FTO adopted by a two-thirds (2/3) vote of all voting members registered and eligible to vote. The Board shall then consider the recommendation and accept, modify or reject the amendment. The Board may also amend these policies and procedures on its own motion.