



SHONTO PREPARATORY SCHOOL

Personnel Policies & Procedures Manual

Governing Board Approved Revision-June 2023

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

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GENERAL SCHOOL INFORMATION

Introduction

This is the Personnel Policies and Procedures Manual for Shonto Preparatory Schools and shall be referred to throughout this document as the Manual. Shonto Preparatory Schools shall be referred to throughout this document as the School. The Manual is not a contract of employment nor does it create a contract right of employment. The Board retains the unilateral right to change any provision of the Manual at any time. Nothing in the Manual is to be considered as creating a promise or expectation of job security to the employee. Information contained in the Manual shall not be considered a promise to employees, nor is it intended as a contract of employment. No Board member, supervisor or other agent of the School is authorized to enter into a different type of employment relationship with any employee, and no different type of employment relationship shall be recognized unless it is in writing, is designated as an employment contract, and is signed by the Superintendent and approved by the Board.

Open Door Policy and Employee Relations

The School believes in providing an atmosphere where employees may discuss work related issues, problems, policies, practices, or other concerns. Employees should also feel free to express their thoughts and ideas about their work and are encouraged to do so in a constructive manner with the goal identifying solutions. Problems should first be discussed with the immediate supervisor. If that is not appropriate, or if a satisfactory solution is not found, the matter should be taken through the chain of command to the Superintendent.

Employment Goals and Objectives

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

Superintendent

The duties of the Superintendent of the School shall be those described in the Superintendent's job description. The Superintendent is the Chief Executive Officer at the School and shall attend all Board meetings. The Superintendent is hired by the Board and reports directly to the Board. The Superintendent is responsible for implementing the decisions of the Board and for making administrative decisions, which have been delegated by the Board. The Superintendent shall also be responsible in making recommendations to the Board in the areas of personnel, finance and policy. When it is in the best interest of the School, the Superintendent may assign any employee to different duties or positions than those specified in the employee's contract. The Superintendent shall also be responsible for dismissing, demoting or suspending probationary or term employees. The Superintendent is responsible for the care, inventory, and use of all School buildings, equipment, materials and grounds. The Superintendent shall manage the School pursuant to Federal, Navajo Nation and applicable Arizona law and regulations, and Board Policy. The Superintendent shall delegate appropriate authority to subordinates as deemed necessary and prudent. Such delegation shall be in writing and the person delegated that authority shall

be considered the Superintendent's designee. The Superintendent shall not delegate the authority to dismiss, demote or suspend any employee.

In cases where emergency action must be taken within the School, and where the Board has provided no guidelines for administrative action, the Superintendent shall have the power to act, but the Superintendent's decision shall be subject to review by the Board at its regular meeting. It shall be the duty of the Superintendent to inform the Board promptly of such action and of the need for additional action by the Board including policy changes, if any. Only the Board has the authority to approve the issuance of employment contracts and to approve amounts of compensation to employees.

Equal Employment Opportunity

The School is an equal opportunity employer and complies with all applicable laws. The School prohibits discrimination based on age, race, creed, color, sex, religion, national origin, disability, and any other basis prohibited by law.

Navajo Preference/Indian Preference in Employment

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

As used in the policy, the term "*Indian/Tribal preference*" shall mean, among other things, that in any employment actions, including the selection process, Navajo or, in some cases, non-Navajo Native American, candidates who meet or surpass the necessary qualifications for a position shall be given preference over non-Indians, irrespective of the qualifications of non-Indian candidates. The Board, prior to opening the position for interested applicants, shall outline the preference standard for each position.

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

Sexual Harassment

The School strictly prohibits sexual harassment of any kind. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated.

“Sexual harassment” includes, but is not limited to, unwelcome sexual advances, offensive verbal or physical conduct of a sexual nature, display of pornographic material, or requests for sexual favors.

Other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to workers of any gender may also constitute sexual harassment.

While it is not possible to list all the circumstances that may constitute sexual harassment, the following are some example of conduct which may constitute sexual harassment:

- Unwelcome sexual advances—whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct; gossip regarding one’s sex life; comments on an individual’s body; comments about an individual’s sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into another’s sexual experiences; and
- Discussion of one’s own sexual activities.

The harasser may be anyone, including a supervisor, a co-worker, or a non-employee, such as a parent or a vendor.

If any employee believes that he or she has been subjected to sexual harassment, the employee must file a timely complaint with their immediate supervisor or the Human Resources Office. The immediate supervisor and/or the Human Resources Office shall immediately inform the Superintendent of the complaint. If the employee is not comfortable filing a complaint with the immediate supervisor or Human Resources Office, either because the immediate supervisor or a member of the Human Resources Office is the perpetrator of the harassment, or for any other reason, the employee must file the complaint with the Superintendent. The complainant does not have to be the person at whom the unwelcome sexual conduct is directed. The complainant, regardless of gender, may be a witness to and personally offended by such conduct.

The School will investigate reports of harassment and take appropriate corrective measures dependent upon the outcome of the investigation. Harassing or other inappropriate conduct may result in disciplinary action up to and including dismissal of the employee who in engaged in the conduct. With respect to non-employees, the School will take prompt, corrective action to stop the conduct. Supervisors and administrators who knowingly condone, fail to report, or fail to take action to remedy incidents or harassment may themselves be subject to discipline.

Information provided by individual employees in the course of an investigation will be treated as confidential and only be provided to those who have a need for the information or when it is required in the course of investigating the complaint. Providing false information in the course of an investigation is also grounds for discipline, including dismissal.

Retaliation for good-faith complaints of harassment or cooperation with an investigation of harassment will not be tolerated. If an employee believes that he or she is being retaliated against for bringing a complaint of harassment, the employee must report such conduct immediately to their immediate supervisor or the Human Resources Office. If the employee is not comfortable making a complaint to these individuals, then the employee should submit their complaint to the Superintendent.

If the person alleged to have engaged in the harassment or retaliation is the Superintendent, then the person complaining of harassment may submit their complaint directly to the Governing Board.

Discriminatory Harassment (other than Sexual Harassment)

It is the School's policy that all employees shall work in an environment free of discrimination, including freedom from harassment based on an employee's age, race, national origin, religion, marital status, gender identity, disability, as well as sex, sexual orientation, gender identity or membership in other protected groups. The School prohibits harassment of its employees in any form—including, but not limited to, harassment by supervisors, co-workers, and non-School employees such as parents or vendors.

Harassing conduct in the workplace, whether physical or verbal, committed by supervisors or others, includes, but is not limited to: slurs, jokes, or degrading comments concerning identity with or membership in the legally protected groups identified above as well as other repeated offensive conduct based on identification with or membership in any protected group.

If any employee believes that they have been subjected to workplace harassment, the employee must file a timely complaint with their immediate supervisor or the Human Resources Office. The immediate supervisor and/or the Human Resources Office shall immediately inform the Superintendent of the complaint. If the employee is not comfortable filing a complaint with the immediate supervisor or Human Resources Office, either because the immediate supervisor or a member of the Human Resources Office is the perpetrator of the harassment, or for any other reason, the employee must file the complaint with the Superintendent. The complainant does not have to be the person at whom the unwelcome conduct is directed. The complainant may be a witness to and personally offended by such conduct.

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If the person alleged to have engaged in the harassment or retaliation is the Superintendent, then the person complaining of harassment may submit their complaint directly to the Governing Board.

Child Abuse Mandatory Reporting

All staff members shall comply with the School's policies on mandatory reporting of child abuse and neglect. Any person, including a School employee or volunteer, shall report incidents of abuse or neglect under any of the following circumstances:

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

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

All reports required under this section shall be submitted to the entities listed on the BIE Suspected Child Abuse/Neglect Report Form found in the Appendix of Forms to this Manual.

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

- a. The names and addresses of the minor, and the minor's parent(s), guardian(s) or custodian(s), if known.

- b. The minor's age and the nature and extent of the minor's injury, abuse, child abuse, physical injury or neglect, including any evidence of previous injury, abuse, child abuse, physical injury or neglect.
- c. Any other information that the person believes might be helpful in establishing the cause of the injury, abuse, child abuse, physical injury or neglect.
- d. Any other information that the person believes might be helpful in establishing the identity of the person(s) responsible for the injuries.
- e. Information as to where the child was referred or can be found.

After making the required mandatory reports, the employee should immediately inform the School Principal or other site administrator so that the administrator can determine if any further action is needed. If an employee is unsure whether the situation requires a mandatory report, the employee should consult the School Principal, other site administrator or the Superintendent immediately.

Failure to comply with these policies may result in disciplinary action up to and including termination in addition to any criminal penalties required under Navajo Nation, Federal and/or state laws.

Americans with Disabilities Act

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

Supervisors shall be responsible for ensuring that the employment process is accessible and free from discrimination, and that applicants and employees with disabilities are accommodated wherever that can reasonably be accomplished. An applicant or employee may request reasonable accommodations during the application process and/or during employment. Reasonable accommodations must enable an applicant to have an equal opportunity to be considered for a job or to enable the employee's performance of the essential functions of the job. When a request for a reasonable accommodation has been made or when a supervisor becomes aware that an applicant or an employee may require a reasonable accommodation, the supervisor should forward the information to the Human Resources Office for consultation on appropriate next steps. If an applicant or employee has been denied a request for a reasonable accommodation by a supervisor, the applicant or employee should contact the Human Resources Office for assistance. Accommodations that are not reasonable and/or that impose an undue hardship on the School may not be granted.

Conflict of Interest/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 (as defined herein) 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 shall attempt to agree upon who should be transferred or reassigned and present that plan to School administration for approval. If that decision is not made within thirty (30) calendar days, school administration will decide who will be reassigned, transferred, or terminated.

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, a relative is a person who is defined as a relative under the Navajo Nation Code at 2 N.N.C. §3755: *"...any person or persons related by consanguinity (blood) or affinity (marriage; i.e., in-laws, step, and half relatives) within the third degree (uncles, aunts, nephews, nieces, great-grandparents and closer relations) ..."* This definition also includes persons in a dating or intimate personal relationship.

Relationships by clan, outside of relationships by consanguinity (blood) or affinity (marriage) are exempt from this provision. A dependent of a School Board member (a person for whom more than half of whose support is obtained for a School Board member) cannot be hired by the School. Neither a School Board member nor their spouse or a person who lives with a School Board member may be hired or retained by the School.

This policy will apply to all employees including summer, temporary, seasonal, or part-time work as well as for full-time employees.

Gifts/Solicitations

Gifts to Employees and Governing Board

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

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

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

Solicitations

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

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

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

WORKING AT SHONTO

Organizational Chart

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

Job Descriptions

The School shall maintain current job descriptions for all positions, which shall be reviewed and updated as needed by School administration and approved by the Board. Job descriptions shall list the duties, summary of the position and responsibilities necessary for the position including, but not limited to, education, experience, physical requirements, and other requirements. Each job description shall state whether the position is exempt or non-exempt under the Fair Labor Standards Act. It is the responsibility of the Human Resources office to maintain current copies of the job descriptions.

Filing Vacancies

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

Job Vacancy Notice/Advertisement

All job vacancies shall be posted at the Personnel/Human Resources office and throughout the school. If a job vacancy is not filled from within, the Personnel/Human Resources office shall be responsible for announcing and advertising unfilled job vacancies. Job vacancy announcements shall be disseminated as widely as reasonably possible in order to attract qualified applicants, including but not limited to, Navajo/Indian applicants. Advertising of unfilled vacancies shall take place for a reasonable period deemed necessary to attract qualified applicants, but for not less than five (5) working days. Job vacancies shall be deemed open until filled. Notwithstanding this provision, a vacancy may be filled upon recommendation of the Superintendent without posting when in the best interest of the School and its goal of providing continuity of service to students.

Applications

Employment application forms shall be available at the Human Resources Office to any interested individual when requested in person, by letter, telephone or email. A fillable online application form is also available on the School's website along with an option for uploading applicant documents.

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

Applications shall be kept active for one (1) year from date of submission, during which time they shall be considered for open positions for which the applicant qualifies. When there is an open position, qualified candidates shall be selected from the active file for interview with the appropriate interview committee.

Background and Fingerprints

All employees and volunteers shall be required to undergo local, state and federal background checks; sex offender check and shall be required to obtain and maintain an Identity Verified Prints (IVP) fingerprint clearance card pursuant to Arizona Revised Statutes § 15-106.

The Human Resources Office shall conduct all background checks. Each employee shall be responsible for the cost of all background investigations and the fingerprint clearance card.

The purpose of the background checks and IVP card is to ensure that none of the individuals who have regular contact or direct control over students have been found guilty of any crimes against children, or entered a plea of nolo contendere/no contest or guilty, to any offense under Federal, State, or Tribal law involving felony crimes, crimes of violence, sexual assault, molestation, exploitation, prostitution, and any alcohol or controlled substance offense under Federal, State, or Tribal law.

The Human Resources Office shall also verify the education, experience, earnings, references, and related information (motor vehicle checks) provided by applicants who are receiving serious consideration for employment.

Applicant and Employee Certification

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

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

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

Qualified Applicants

Prior to the selected interview date, screened job applications shall be sent to the department supervisor for review. The supervisor shall advise the Human Resources Office of qualified applicants that the supervisor has selected for interview.

Interviewing

Interview committees shall be coordinated by the Human Resources Office in consultation with appropriate administrators. Board members may be included on the interview committee for principals or any other administrator position. Interviews may be conducted in person or via telephone/video conference at the discretion of the administrator who is leading the interview committee. When conducting an interview, the interview committee shall learn as much about the applicant as possible but shall only ask job-relevant questions. Interview committees shall not refer to or ask questions related to age, sex, race, religion, color, national origin, handicap or disability, marital status, children or childcare, pregnancy, housing, health, veteran status, or citizenship status.

New Hires

The Board shall approve all new hires upon recommendation by the Superintendent. Upon reporting to work, all employees shall complete the required background checks, obtain their IVP card, sign all required forms, be given a brief orientation about School, and receive an employee handbook.

Probationary Status

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

An employee who is promoted or transferred within the same department shall not be subject to a new ninety (90) calendar day probationary period. An employee who is promoted, transferred, demoted or reassigned outside the department or between schools will serve a new ninety (90) calendar day probationary period. Notwithstanding the foregoing, the Superintendent may waive the requirement of a new probationary period in the event that: (1) the employee is promoted, transferred, demoted or

reassigned to a position that is substantially similar to the position which the employee is vacating and the employee has had documented satisfactory performance in the position the employee is vacating, or (2) the employee has been employed by the school for five (5) or more years and the employee has had documented satisfactory performance in the position the employee is vacating. Any waiver of the probationary period by the Superintendent shall be in writing and included in the employee's personnel file.

Progress reports at thirty (30) day interval (30/60/90) shall be conducted by the immediate supervisor during the probationary period. A probationary period may be extended for an additional thirty (30) day period when recommended by the supervisor. Prior to the completion of the probationary period or any extension of the probationary period, the employee's supervisor shall conduct and complete an evaluation of the employee and provide it to the Superintendent and the Human Resources Office.

New employees are entitled to accrue sick, personal or vacation leave, but are not eligible to use personal or vacation leave until the employee successfully completes a probationary period. Employees subject to a new probationary period due to promotion or transfer shall not be prohibited from using sick, personal or vacation leave during their probationary period. In the case of compelling circumstances, exceptions may be made for probationary employees to use sick leave during their probationary status. If the employee does not successfully complete the probationary period, the employee shall not be paid for any accrued leave.

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

If an employee does not successfully complete the probationary period, the employee may be terminated pursuant to the School's normal termination procedure applicable to all other employees.

Employee Contracts

All employees shall be employed pursuant to an employment contract that specifies the duration of employment. Employment contracts shall not be renewed unless such renewal is approved by the Board upon recommendation of the Superintendent. At the discretion of the Superintendent and in consultation with appropriate administrators, employees may be re-assigned to positions different than the position listed on their contract.

Personnel Records

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

- Personnel action forms
- Copies of any employment correspondence, including notification of employment
- Current position description
- Records of training sessions attended
- Records of changes in job, income, or grade
- Copies of evaluation reports

- Letters/certifications of appreciation, etc.
- Records of all formal and informal disciplinary actions such as dismissals, reprimands, probationary suspension or other adverse personnel actions (NOTE: If a disciplinary action is reversed upon appeal, all evidence of the incident shall be deleted).
- Job related certifications, if applicable
- The employee's fingerprint record
- Signed Drug and Alcohol Free Workplace Policy
- Signed acknowledgment regarding "Employee Conduct" will be signed on annual basis
- Asbestos notification
- Notification or court order regarding garnishment of wages

Records of medical examination(s) and test results, if required for the position and/or by the regulatory agencies, or for any other reason, shall be maintained in a separate confidential file apart from the regular personnel file.

All personnel files shall be kept in a safe and secure location and shall be maintained by the Human Resources Office. Personnel files shall be considered confidential and released only as set forth in these policies or as required by law. Employees shall only have access to personnel files on a need-to-know basis at the discretion of the Superintendent and/or the Human Resources Office. Employees can review their own personnel file at the Human Resources Office and/or may request a copy be made and given to them. The original copy of a personnel file shall not be removed from the Human Resources Office unless approved by the Superintendent.

All requests for information on current or former employees from third parties shall be referred to the Human Resources Office. Information given to third parties shall generally be limited to verification of employment dates and position title unless additional disclosure is required by law. Employees may give written consent to the release of their personnel records in response to third party requests.

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

Pay Policies

Compensation

The School shall use a salary administration program designed to classify and pay for positions in a consistent manner. This program includes, but is not limited to, the use of job descriptions, position grades, salary ranges, and performance appraisals, and may include other components. The compensation program shall be reviewed periodically. Changes may be made from time to time for various reasons, which shall include market conditions, economic conditions, or other factors. The School shall comply with the Fair Labor Standards Act and all other applicable Federal and State laws concerning pay. All pay is subject to withholdings required by Federal and State government and any applicable laws.

The Human Resources Office shall consult with the supervisor and Superintendent to determine the placement level on the salary schedule for each staff member.

Time Records

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

Overtime

Non-exempt employees may be required to work additional hours beyond their regularly scheduled shift. In the event that a non-exempt employee works more than forty (40) hours in a single work week, the employee shall be paid overtime pay for each hour worked in excess of forty (40) hours at one and one-half (1.5) times the employee's regular hourly rate of pay. For payroll purposes, the workweek shall be Sunday through Saturday.

Non-exempt employees must have prior authorization from their supervisor and the Superintendent's approval before working overtime. If a non-exempt employee works overtime without prior authorization from their supervisor and/or the Superintendent's approval or the employee otherwise exceeds the approved amount of overtime hours, and in the absence of compelling circumstances, the employee will be subject to disciplinary action. A first violation will result in a written warning; a second violation will result in a 3-day suspension without pay; a third violation will result in termination of employment.

Supervisors are expected to be judicious in their authorization for overtime. There must be a compelling reason to ask a person to work beyond the normal workweek. Except in unusual circumstances or for bus drivers, there should be no more than sixteen (16) hours of overtime per month unless there is a department emergency or if there is a shortage of other department personnel who can perform a similar task and this shortage is documented.

Employees who voluntarily participate in extra-curricular activities or other school activities, which occur after regular working hours and are not similar to the employees' normal duties, shall not be eligible for overtime for time spent participating in those voluntary activities.

An employee who would otherwise be working in excess of forty (40) hours in any work week may be relieved from further duty during that work week regardless of the employee's scheduled work hours. In addition, a supervisor may otherwise alter an employee's regular work schedule during a given work week so that an employee is not required to work hours in excess of forty (40) during that work week. If an employee does not work in excess of forty (40) hours in any work week, the employee is not eligible for overtime under the policy for any hours worked during that work week. An employee is not eligible for overtime for hours worked on Saturday, Sunday or holidays unless the employee has actually worked in excess of forty (40) hours in that work week. Vacation leave, sick leave, paid holidays and other absences (paid or otherwise) do not count toward the 40-hour work week for determining eligibility for or the number of overtime hours.

Exempt employees whose approved business leave involves a Saturday or Sunday conference, meetings, trainings or travel to and from such sessions may request to have their work schedule adjusted by the time spent on approved business leave if three (3) weekend days (Saturday and/or Sunday) are affected

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

Corrections to employee time sheets involving; vacation leave, sick leave, personal leave, holiday pay, or overtime must be filed within two (2) weeks of the action that would bring cause to correct a time sheet. Additional time may be granted for extenuating circumstances.

Holiday Pay

If an eligible non-exempt employee is required to work on a School-recognized holiday, the employee will receive holiday pay at two times the employee's regular hourly rate for the hours worked on the holiday. Employees first must be asked by the Supervisor to work on a holiday to be eligible for holiday pay compensation of two times the employee's hourly rate for each hour worked beyond forty (40) hours in any one (1) workweek. Exempt employees are not eligible for this holiday pay. Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

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

Pay Days

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

Payroll Deductions

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

- Federal Income (withholding) tax;
- Federal Social Security (FICA) taxes;
- Federal Medicare Deductions (FICA);
- State Income (withholding) tax, if applicable;
- Insurance coverage for employee and dependent(s); and
- Other deductions required by law

Final Paychecks

When an employee is involuntarily terminated from employment, the employee shall be paid wages due within seven working days or the end of the next regular pay period, whichever is sooner.

When an employee quits or resigns from employment, the employee shall be paid in the usual manner all wages due, but no later than the regular payday for the pay period during which the employee quit or resigned. If requested by the employee, such wages shall be delivered to the employee by registered mail, return receipt requested, at the employee's sole risk.

When an employee's term of employment ends, the employee's final paycheck shall be issued in the usual manner, but no later than the regular payday for the pay period during which the term of employment ended. If requested by the employee, such wages shall be delivered to the employee by registered mail, return receipt requested, at the employee's sole risk.

If an employee has not returned a final checkout form to the Business Office with all required signatures indicating (1) all School property in possession of the employee has been returned to the School, and (2) all sums due and owing to the School by the employee have been paid, then any amount still owing by the employee and/or the reasonable replacement value for any School property that has not been returned may be deducted from the employee's final paycheck subject to the following requirements:

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

The Final Paychecks/Final Pay acknowledgment form found in the Appendix to this Personnel Policies manual shall be distributed to all employees for signature and returned to Human Resources.

Attendance/Tardiness

Attendance

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

An employee is required to call the administrative offices of the School (1) one hour before the scheduled work starting time, when unable to report to work for any reason. If an absence will be for more than (1) one day, the employee may be required to call each day. A written physician's statement may be requested to confirm the reason for the absence after 3 consecutive days of absence for medical reasons.

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

An absence where notification to the School administrative office has not been made, or approval has not been received, shall be considered an unauthorized leave and the employee shall not be eligible to use accrued leave for the unauthorized absence. Unauthorized absences may subject the employee to disciplinary action, up to and including termination of employment. In appropriate circumstances, leave may be authorized after-the-fact.

Excessive absences shall result in disciplinary action and may result in termination of employment. In considering excessive absenteeism, the number of days absent and/or the number of occurrences of

absence may be considered, or any unusual observed pattern. For example, five (5) consecutive days absent due to one illness may not be considered as serious as five (5) one (1) day absences in a period of five (5) weeks.

Tardiness

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

An employee who is going to be late shall contact the supervisor as soon as possible. If something that may cause an employee to be late is known in advance, it should be discussed with the supervisor in advance. Payroll deductions for time tardy shall be made in quarter (1/4) hour increments for non-exempt employees.

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

Breaks

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

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

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

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

This policy does not apply to unpaid meal periods.

Appearance and Work Area

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

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

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

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

General Appearance

Under no circumstances will an employee be allowed to work with visible passion marks (i.e. “hickeys”) on the employee’s body.

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

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

Employees must also be neat and clean – not visibly dirty or smelling unclean. Hair must be brushed and fingernails must be clean. Clothing must be clean and free of dirt, stains, wrinkles and tears.

Dress Code

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

Appropriate casual business attire for employees includes the following:

- Sports coats or blazers
- Slacks, Chinos, Dockers
- Polo shirts with collars
- Button-down shirts
- Oxford button down shirts

- Blouses
- Sweaters and cardigans
- Skirts (fingertip length or longer)
- Traditional Navajo clothing
- Athletic shoes
- Moccasins
- Loafers, sandals, low-heeled pumps

Unacceptable attire for employees includes the following:

- Plain or pocket T-shirts (except on Casual Fridays and/or Special Events)
- T-shirts with logos (except on Casual Fridays and/or Special Events and then logos must be workplace appropriate and not disruptive in any way)
- Cutoff pants or cutoff jeans
- Athletic wear or workout clothes
- Blue denim jeans (except on Casual Fridays and/or Special Events)
- Spandex or Lycra such as biker shorts
- Tank tops, tube tops, halter tops with spaghetti straps
- Deck shoes or flip flops
- Underwear as outerwear
- Beach wear
- Midriff length tops
- Provocative attire
- Off-the-shoulder tops
- Evening wear
- Transparent clothing
- Sweatshirts

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

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

Use of School Vehicles and Equipment

All school vehicles are for official school business only. When required by an employee's department procedure, travel authorizations forms must be approved by the employee's immediate supervisor.

When using School equipment, employees are expected to exercise care, and follow all operating instructions, safety standards and guidelines. Please notify the supervisor if any equipment, machines, tools or vehicles appear to be damaged, defective, or in need of repairs that could prevent deterioration of equipment and possible injury to employees and others. If an employee has questions regarding their responsibility for maintenance and care of equipment or vehicles used on the job, those questions should be directed to the employee's supervisor.

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.

No Expectation of Privacy/Workplace Searches

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

Upon reasonable suspicion that an employee possesses any item or material in violation of School policy or of any law, the School reserves the right to inspect any personal property or personal vehicle brought by the employee on to School property or to a School-sponsored event or activity.

Personal Business During School Hours

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

Representing School

Employees are encouraged to be active in the community and in public service roles and to represent the School at appropriate events. However, Employees should be careful to make statements regarding the School that are truthful and accurate. Correspondence written as part of the business of the School, including e-mails, must be neatly, courteously and professionally written.

Outside Activities

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

Political Activities

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

Smoking, Vaping and Use of Nicotine Products

The possession or use of tobacco and all nicotine/vaping products is prohibited in the following locations:

- School grounds;

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

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

EMPLOYEE BENEFITS AND LEAVE POLICIES

Employment Classifications and Eligibility for Benefits

Full-Time

Employees regularly scheduled to work thirty (30) or more hours per week are considered full-time. Full-time employees are eligible for benefits that include health, vision, dental, life insurance, , sick leave, vacation leave, personal leave and/or when employee participates, retirement benefits in 401(k).

Part-Time

Those regularly scheduled to work more than twenty (20) hours per week but less than thirty (30) are considered to be part-time employees and are eligible for benefits of sick leave, vacation leave, and/or personal leave but are not eligible for group insurance benefits other than the retirement plan. Those who work less than twenty (20) hours per week are not eligible for any benefits our group insurance benefits except for participation in the retirement plan and sick leave benefits.

Exempt Status

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

Change in Status

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

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

Group Insurance

Those employees eligible for group insurance coverage will be provided the following:

- Medical coverage

- Dental coverage
- Vision coverage.
- Life Insurance coverage

An employee becomes eligible for group insurance plans on the first day of the month following the initial date of employment (excludes immediate need appointments). To be considered for coverage, enrollment forms for all coverages must be completed and forwarded to the Human Resources Office within required time limits.

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

Retirement Plan

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

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

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

The amount of salary deferral deducted from the employees' pay is based on their election. The amount the employee selects as a salary deferral amount will not be changed until the next open enrollment to change the election. The enrollment and changes will go into effect upon employment or open enrollment. The Human Resource Office has resources to communicate more detailed information regarding contributions and employer match percentages and limits.

COBRA Insurance (Post-termination)

Group insurance coverage shall end as of the last day of the month of termination. Information and costs regarding COBRA options to continue medical coverage, usually up to eighteen (18) months, shall be provided to the employee at the time of employment termination by the Human Resources Office. Summit, Inc. will issue the notice for COBRA Coverage.

Re-Hires

If an employee separates from employment and returns to employment within 30 days, group insurance benefits will be reinstated on the first of the month following their return to employment. Employees who return after 30 days of separation shall be treated as new hires for purposes of group insurance

benefits. Employees who return within nine months of separation shall have any accrued but unused sick leave that existed at the time of separation reinstated.

Leave Policies

Vacation Leave for 12-Month Employees

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

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

SCHEDULE OF EARNED VACATION LEAVE

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

Non-Accrual of Vacation Leave

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

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

Vacation Leave Carryover for 12-Month Employees

The Governing Board fully expects that each employee who is eligible for vacation leave shall use the vacation leave within the contract year. Extenuating circumstances may arise, which shall permit the Superintendent to authorize the carryover of up to forty hours of vacation leave beyond June 30. The Governing Board may, at their discretion and under extenuating circumstances, allow the carryover of up to 80 hours of vacation leave. All vacation leave carried over but not used in the prior fiscal year must be used by December 31 or shall be lost.

An employee who has accumulated 40 or more hours of vacation leave before June 30 of a calendar year may request payment in lieu of vacation leave. Such payments shall only be granted when extenuating circumstances exist and shall be subject to the Superintendent's approval and to the availability of funds.

Reinstatement of Vacation Accrual Rate

If an employee is rehired within 12 months after separation from employment, they are eligible to continue to accrue vacation at the rate that they were accruing at the time of separation.

Vacation Leave Usage

- a. Employees must request and report vacation leave in increments of 15 minutes.
- b. If an employee becomes sick while on vacation and wishes to convert the usage of approved vacation leave to approved sick leave, the employee must follow the sick leave policies set forth in this Manual including the supervisor notification requirements and, when required, submission of documentation from a medical provider.
- c. Holidays falling within a vacation period will be treated as holidays and therefore not charged to vacation leave.
- d. Vacation leave shall not exceed the available leave balance. Employees will not be authorized to receive such pay which exceeds the number of hours available.
- e. Payment for vacation leave approved and taken is made at the employee's straight-time rate of pay for the vacation time taken within the regularly scheduled work period.

Scheduling Vacation Leave

All employees requesting leave must complete a form, submit it to the immediate supervisor, and obtain written approval in advance of the leave. For all preplanned leave of three (3) days or less, the request must be made three (3) working days in advance if the need for the leave is known at that time. At the discretion of the immediate supervisor and upon evaluation of the circumstances, a 24-hour advance notice may be granted. Two week's advance notice shall be required for taking vacation leave in excess of three (3) days. Failure to submit the request within the required time frames may be reason for denial of the request.

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

Leave for School Year Employee (10-month or 11-month Employee)

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

Restrictions on Personal Leave

Personal leave may not be used the day before or the day after a recognized school holiday. No personal leave shall be taken during the first two weeks of school and the last two weeks of school. The only

exception to this provision shall be as authorized by the Superintendent or Principal as set forth in this policy below.

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

Scheduling of Personal Leave

Employees must request personal leave pursuant to the same procedures and requirements as requesting vacation leave.

Sick Leave

Eligible employees will accrue four (4) hours of sick leave per pay period and may use sick leave benefits for an absence due to their own illness, traditional ceremonies, personal injury, work-related injury, substantial medical emergency of their immediate family members that qualify under Family Medical Leave Act or any qualifying reason under Arizona Revised Statutes § 23-373.

Employees unable to report to work due to illness or injury should notify their immediate supervisor or supervisor's designee prior to 8:00 am or scheduled workday. Calls to other employees, such as Office Staff, do not constitute notification and/or approval of sick leave. If an employee is out of work for more than one (1) day, that employee's supervisor may require the employee to call in daily. Supervisors cannot call-in to their administrative assistants or secretary and get authorization to take sick leave. This is not acceptable. Supervisors have to contact the Superintendent.

If an employee is absent from work for three or more consecutive days due to illness or injury, a healthcare provider's statement or other reasonable documentation must be provided verifying the leave is being used for a proper purpose. Under these circumstances, an employee must also provide a healthcare provider's statement indicating the employee may safely return to work.

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

- a. Within a period of an approved leave of absence without pay.

- b. Within a period of an approved extended educational leave.
- c. Within a period of layoff.
- d. Within a period of extended military leave.
- e. While on FMLA leave.
- f. Otherwise on unpaid status.

Sick Leave may also be used for medical and dental appointments; however, it is preferred that these appointments be made after work hours, whenever possible. For ceremonial purposes, up to 48 hours of accrued sick leave may be used.

Abuse of Sick Leave

Abuse the sick leave policy will not be tolerated. Abuse is hereby defined as the use of sick leave that does not meet the requirements set forth in this Manual and under the law. Abuse is not determined necessarily by how many sick leave days the employee uses in any fiscal year, although excessive absenteeism may be an indication of abuse. An employee may, in fact, use only a few days of sick leave in a fiscal year, but take such days when there is no apparent need to do so. Weekly or monthly patterns of absenteeism, such as taking an unusual number of Fridays or regularly being absent twice a month, every month are potential examples of abuse of the sick leave policy, which will be scrutinized.

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

Carry Forward of Sick Leave

All unused sick leave will be carried forward each year.

Sick Leave Charges

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

Sick Leave pursuant to Arizona Revised Statutes § 23-373

The following constitute the purposes for which leave may be taken pursuant to Arizona Revised Statutes § [23-373](#):

- A. An employee's mental or physical illness, injury or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care;
- B. Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care;
- C. Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of his or her exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease; or
- D. Notwithstanding Arizona Revised Statutes § [13-4439](#), absence necessary due to domestic violence, sexual violence, abuse or stalking, provided the leave is to allow the employee to obtain for the employee or the employee's family member:
 - 1. Medical attention needed to recover from physical or psychological injury or disability caused by domestic violence, sexual violence, abuse or stalking;
 - 2. Services from a domestic violence or sexual violence program or victim services organization;
 - 3. Psychological or other counseling;
 - 4. Relocation or taking steps to secure an existing home due to the domestic violence, sexual violence, abuse or stalking; or
 - 5. Legal services, including but not limited to preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, sexual violence, abuse or stalking.

Definition of "Family Member" for Leave Taken Pursuant to Arizona Revised Statutes § [23-373](#)

"Family member" means:

- A. Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands *in loco parentis*, or an individual to whom the employee stood *in loco parentis* when the individual was a minor;
- B. A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood *in loco parentis* when the employee or employee's spouse or domestic partner was a minor child;
- C. A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;

D. A grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or

E. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Holiday Leave

The school observes the following holidays:

- A. New Year's Day
- B. President's Day
- C. Martin Luther King Day
- D. Navajo Nation Sovereignty Day
- E. Memorial Day
- F. Juneteenth Day
- G. Independence Day
- H. Labor Day
- I. Veteran's Day
- J. Thanksgiving Day
- K. Family Day
- L. Christmas Day

Holidays shall be determined each year and placed on the School calendar. If a recognized Holiday falls on a Saturday, then the Holiday shall be observed on Friday. If a recognized Holidays falls on a Sunday, then the Holiday shall be observed on (the following) Monday.

Employees shall be eligible for paid holidays based upon their regularly scheduled hours and their individual contract schedule.

All regularly scheduled full-time employees shall receive holiday pay for eight (8) hours. Part-time employees shall not receive holiday pay.

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

For additional provisions regarding holidays, see the Holiday Pay section under Pay Policies in this manual.

If an employee is on pre-approved leave and the School administration determines the school should be closed and/or employees should not report to work due to weather emergency or other emergency, then the employee's accrued leave shall not be charged for the time during closure.

Bereavement Leave

Purpose

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

Eligibility

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

Definitions

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

Policy Statement

Shonto Preparatory School provides time off with pay to attend funerals and/or make funeral arrangements when a death has occurred within the immediate and extended family, which is defined to include only the following: spouse, natural child, adopted child, foster child, stepchild, natural parent, stepparent, adoptive parent, an individual who stood “in loco parentis”, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, or daughter-in-law. “In loco parentis” means a person who has temporary or permanent legal guardianship.

Procedure

An employee is eligible for up to forty (40) hours per contract year. At the discretion of the School Administration an employee may be granted additional hours off due to unique circumstances, including to attend funeral services out of state. Factors that will be considered include distance of travel and ability to make travel arrangements and other relevant considerations.

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

Supervisors are responsible for approving and ensuring proper administration of paid bereavement leave and leave scheduling. A department supervisor may request an obituary or other supporting documentation from the employee in conjunction with the request. Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. An employee may, with the employee’s supervisor’s approval, use any available vacation, personal, or leave without pay for additional time off as necessary.

- a. Bereavement leave will be paid based on the employee’s normally scheduled hours at the regular straight time hourly rate.
- b. Supervisors and employees are responsible for accurately reporting bereavement leave usage.
- c. Authorization for bereavement leave will not be considered working time for calculating weekly overtime compensation.

- d. When the death of an immediate family member or relative occurs while an employee is on a scheduled vacation, the employee's vacation will be converted to bereavement leave for the period of time for which the employee would have otherwise qualified. If additional time is needed, accrued vacation or personal leave or leave without pay may be requested. Employees will not accumulate vacation leave or personal leave and/or sick leave during periods of more than forty (40) hours of bereavement leave.

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. When there are less than three consecutive hours between the opening of the polls and the beginning of an employee's work day or between the end of an employee's work day and the closing of the polls, the employee may take paid work time to vote at the beginning or the end of the work day for such length of time that, when added to the time difference between the work day hours and the opening or closing of the polls, will provide the employee a total of three consecutive hours to vote.

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

Jury Duty

Jury duty is a citizen responsibility. Although the law does not require employers to give time off with pay for serving on jury duty, the School shall give employees who must serve on jury duty the necessary time off with pay without charging against any of the employee's accrued leave. Paid time off for jury duty is for the time required to be at the court. During off time, except lunch and other breaks, it is expected that the employee shall report to work. Jury duty is to be reported as such on the employee's timesheet. Employees shall reimburse to the School any funds received from the court for serving on jury duty. Failure to reimburse the School at the completion of the jury duty service shall result in a full deduction of pay equal to the number of days missed.

If an employee prefers to use their accrued vacation or personal leave during their jury duty, their accrued vacation or personal leave will be deducted for the hours missed due to jury duty. Under these circumstances, the employee shall not be obligated to reimburse the School for any funds received from the court for serving on jury duty.

Military Leave of Absence

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

Employee Leave Without Pay

Employees who take leave without pay without authorization by their supervisor or the Superintendent shall be deemed absent without approval and may be subject to discipline. Any employee requesting leave without pay must provide a reason for the absence and must obtain approval. As a general matter, leave

without pay will not be approved until an employee's accrued leave (vacation, personal and/or sick) has been exhausted.

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

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

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

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

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

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

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

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

Family and Medical Leave Act

In accordance with the Family and Medical Leave Act (FMLA), the School will grant job protected family and medical leave (unpaid, except as provided below) to eligible employees for up to 12 weeks per 12-month period for any one or more of the following reasons:

- The birth of a child to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken with the 12-month period following the child's birth or placement with the employee);
- In order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition; or
- The employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her position.

If both spouses work for the School, the total leave in any 12-month period may be limited to an aggregate of 12 weeks if the leave is taken for either the birth or placement for adoption or foster care of child or to care for a sick parent.

The 12-month period for determining eligibility for FMLA leave is measured forward from the date an employee's first day of FMLA leave is taken.

Once Shonto becomes aware that the employee's need for leave is for a reason that may qualify under the FMLA, Shonto must notify the employee if he or she is eligible for FMLA leave and, if eligible must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, Shonto must provide a reason for ineligibility.

Shonto must notify the employee if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees who do not qualify for FMLA leave or do not have PTO leave available may seek a long term unpaid leave of absence under the applicable provisions in this Manual.

Coverage and Eligibility

An eligible employee for the purposes of the FMLA is an employee who:

- Is an employee of the School;
- Has been an employee for at least 12 months;
- Is employed at a worksite that either has 50 or more employees or is within 75 miles of a worksite totaling 50 or more employees; AND
- Has at least 1,250 hours of actual work during the 12-month period immediately preceding the commencement of the leave. Actual hours worked does not include any type of leave such as PTO leave.

If, at any time, the employee notifies the School that the employee will not be returning to work following leave, FMLA leave entitlement may cease to exist.

Periods of absence from work due to or necessitated by USERRA-covered service is counted as time being an employee of the School in determining eligibility.

Intermittent or Reduced Leave

When it is medically necessary, an employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule because of a serious health condition of the employee or when medically necessary to care for an immediate family member with a serious health condition.

The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment.

When intermittent or reduced leave is needed to care for an immediate family member or because of the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly interrupt the School's operations.

Paid Leave

An employee on FMLA leave will be required to use all accrued leave as part of FMLA leave. When an employee has used all accrued leave for a portion of FMLA leave, the employee will be granted an additional period of leave without pay, if necessary, so that the total of paid and unpaid leave provided equals 12 weeks.

Effect on Health Benefits

An employee granted leave under this Policy will continue to be covered under the employee's group health insurance plan under the same conditions as coverage would have been provided if the employee had been actively employed during the leave period.

Employee contributions, if any, will be required either through payroll deduction or, if the employee is in a leave without pay status, by direct payment to the Accounting Department. The employee will be advised in writing at the beginning of the leave without pay period as to the required amount and method of payment. Employee contribution amounts are subject to any change in rates that occurs while the employee is on leave.

If an employee's contribution is more than 30 days late, the School has the option to terminate the employee's insurance coverage, upon notice.

If the employee fails to return from unpaid family or medical leave for reasons other than (i) the continuation, recurrence or onset of a serious health condition or a covered family member or (ii) other circumstances beyond the employee's control, the employee will be responsible to reimburse the School. The School will seek reimbursement for the portion of the premiums paid on behalf of that employee during the period of leave.

During periods of unpaid leave, an employee (i) is not entitled to any other benefits and (ii) does not accrue seniority or PTO leave, but will not lose any benefits accrued prior to leave.

Job Protection

If the employee returns to work after completing 12 weeks of a family or medical leave, the employee usually will be restored to the employee's former position or an equivalent position with equivalent pay, benefits, status and authority, unless the employee is determined to be a key employee or unless the employee's position would have been eliminated or the employee would have been terminated for other reasons while on leave. Employees will be advised if there are circumstances which do not permit them to be restored to his or her former or an equivalent job.

Subject to applicable laws, if the employee fails to return to work after completing 12 weeks of a family or medical leave, the employment may be terminated.

Definitions

Serious Health Condition: An illness, injury, impairment, or a physical or mental condition that involves:

- Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a health care provider.

Continuing Treatment: Continuing treatment of the employee or family member in question means any of the following 5 circumstances:

- A period of incapacity of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
 - Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
- Any period of incapacity due to pregnancy or for prenatal care.
- Any period of incapacity or treatment for such incapacity due to a chronic, serious health condition. A chronic, serious health condition is one which:
 - Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; and
 - Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease). The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider.

- Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under order of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

Notice of Requirement

When an employee anticipates taking a leave, or takes a leave, of 5 or more days relating to (i) a serious health condition suffered by the employee or an immediate family member, (ii) child birth, or (iii) parenting of a new child, including an adopted child or a child in foster care, the employee shall notify the Human Resources Department of the reason for the leave so that a determination can be made whether it shall be designated as FMLA leave. If an employee fails to explain the reasons, FMLA leave may be denied.

An employee is required to give 30 days' notice in the event of a foreseeable leave. A "Request for Family and Medical Leave" form may be obtained from the HR Administrator and must be completed by the employee and returned to the HR Administrator, with a copy to the employee's supervisor. In unexpected or unforeseeable situations, an employee must provide as much notice as is practicable, usually verbal notice, within 1 or 2 business days of when the need for leave becomes known, followed by a completed "Request for Family and Medical Leave" form, as soon as possible.

If an employee fails to give 30 days' notice for a foreseeable leave with no reasonable excuse for the delay, the leave may be denied until 30 days after the employee provides notice.

While on FMLA leave, the employee will be required to furnish the School with periodic reports of his or her status and intent to return to work every 30 days unless circumstances warrant more frequent reports.

Medical Certification

When leave is taken due to the employee's serious health condition or a covered family member's serious medical condition, the employee must submit a completed "Certification of Health Care Provider" form to the HR Administrator within 15 calendar days after the employee requests leave, unless it is not practicable to do so under the circumstances. Under such circumstances, the employee must contact the HR Administrator.

The employee does not have to share a medical diagnosis, but must provide enough information to the School so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing the School that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. The employee must notify the School if the need for leave is for a reason for which FMLA was previously taken or certified.

The School may require a second or third medical opinion (at its own expense). If Shonto determines that the employee's certification is incomplete, it must provide a written notice indicating what additional information is required.

When leave is taken due to the employee's serious health condition, before being restored to the employee's former position, the employee must provide a Fitness-for-Duty medical release from the employee's health care provider releasing the employee to return to work and assume the employee's duties (subject to reasonable accommodations if required by law).

All documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained in the employee's medical records file and not in the employee's personnel file.

Any employee having questions concerning his or her leave status or rights under the FMLA should talk to the Human Resources Office.

Family Medical Leave Forms to be Submitted by the Employee

- Request for Family Medical Leave
- Certification of Health Care Provider defining either:
 - Family member serious health condition; or
 - Employee serious health condition.

Military Qualifying Exigency Leave

The School will grant job protected family and medical leave (unpaid, except as provided below) to eligible employees for up to 12 weeks per 12-month period for a Qualifying Exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty or who has been notified of an impending call or order to covered active duty.

"Covered active duty" means:

- For members of the Regular Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or
- For members of the Reserve components of the Armed Forces (members of the National Guard and Reserves), duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation.

To be eligible for Military Qualifying Exigency Leave, the employee must also satisfy the Coverage and Eligibility requirements set forth in the general FMLA provisions above. Qualifying Exigencies include:

- Issues arising from a covered military member's short notice deployment (i.e., deployment on 7 or fewer days of notice) for a period of 7 days from the date of notification;
- Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and information briefings sponsored or

promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;

- Childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare; providing childcare on a non-routine, urgent, immediate need basis; enrolling or transferring a child in a new school or day care facility; and attending certain meetings at a school or a day care facility if such meetings are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
- Making or updating financial and legal arrangements to address a covered military member's absence;
- Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member;
- Taking up to 15 calendar days of leave to spend time with a covered military member who is on short-term temporary rest and recuperation leave during employment;
- Attending to certain post-employment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member;
- Caring for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility; and
- Any other event that the employee and the School agree is a qualifying exigency.

The 12 weeks per 12-month period of FMLA for a Military Qualifying Exigency is not in addition to the 12 weeks of FMLA leave available as described in the general FMLA provisions above.

The 12-month period for determining eligibility for Military Qualifying Exigency FMLA leave is measured forward from the date an employee's first day FMLA leave is taken for any reason as provided in the general FMLA provisions above.

FMLA leave may be taken intermittently for a Qualifying Exigency arising out of the active duty status or call to active duty of a covered military member. When Qualifying Exigency Leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the School's operations.

An employee must provide notice of the need for foreseeable leave due to a Qualifying Exigency as soon as practicable. When the need for military family leave is not foreseeable, the employee must provide notice to the School as soon as practicable under the facts and circumstances of the particular case. Notice must specify that the request leave is for a particular Qualifying Exigency related to the active duty or call to active duty status of a covered military member and the anticipated duration of the leave.

Military Caregiver Leave

The School shall grant job protected leave (unpaid, except as provided below) to eligible employees for up to 26 weeks per 12-month period to care for a covered servicemember with a serious injury or illness who is the spouse, son, daughter, parent, or next of kin to the employee ("Military Caregiver Leave"). To be eligible for Military Caregiver Leave, the employee must also satisfy the Coverage and Eligibility requirements set forth in the general FMLA provisions above.

- Military Caregiver Leave is available to an employee whose spouse, son, daughter, parent, or next of kin is a current member of the Armed Forces, the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- Military Caregiver Leave is also available to an employee whose spouse, son, daughter, parent, or next of kin is a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. A "covered veteran" is an individual who was discharged or released under condition other than dishonorable at any time during the 5-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.
- In the case of a current member of the Armed Forces, the National Guard, or Reserves, a serious injury or illness is one that was incurred by a servicemember in the line of duty on active duty or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty, that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.
- In the case of a covered veteran, a serious injury or illness is one that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:
 - A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater; and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veteran's Affairs Program of Comprehensive Assistance for Family Caregivers.
- The 12-month period for Military Caregiver Leave begins on the first day the employee takes leave for this reason and ends 12 months later even if a different 12-month period has been established for other types of FMLA leave.
- An eligible employee is limited to a combined total of 26 weeks of leave for any FMLA-qualifying reason during the 12-month period. Only 12 out of the 26 weeks total may be for a FMLA-qualifying reason other than Military Caregiver Leave.

- If both spouses are employed by the School, both employees are limited to a combined total of 26 weeks of leave in 12-month period if the leave is for Military Caregiver Leave and for the birth and care of a newborn child, for placement of a child for adoption or foster care, or to care for apparent who has serious health condition. Only 12 out of the 26 weeks total may be for a FMLA-qualifying reason other than Military Caregiver Leave.
- Military Caregiver Leave may be taken intermittently when medically necessary to care for a covered servicemember with a serious injury or illness.
- When Military Caregiver Leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the School's operations.
- Employees seeking to use Military Caregiver Leave must provide 30 days' advance notice of the need to take leave for the planned medical treatment for a serious injury or illness of a covered servicemember. If 30 days' notice is not practicable, the employee must provide notice as soon as practicable. Notice must specify that the leave is needed to care for a qualifying family member who is a covered servicemember with a serious injury or illness and the anticipated duration of the leave.

Military Leave Certification Requirements

Employees seeking to take Military Caregiver Leave or Military Qualifying Exigency Leave must provide appropriate certification as follows:

- Qualifying Exigency Leave must be supported by a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party.
- Military Caregiver Leave must be supported by a certification completed by an authorized health care provider or by a copy of an Invitational Travel Order or Invitational Travel Authorization issued to any member of the covered servicemember's family or by documentation of enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
- The School may use a human resources professional or management official to authenticate or clarify a medical certification of a serious injury or illness or Travel Order or Invitational Travel Authorization. The employee's direct supervisor shall not be involved in any such authentication.
- The School will not require second or third opinions or recertification for certification of a servicemember's serious injury or illness or of a qualifying exigency, except that if the certification is completed by a health care provider who is not affiliated with the Department of Defense, Veterans Administration or TRICARE, then the School may require second or third opinions.

Paid Military Leave

An employee on either type of FMLA Military Leave will be required to use all accrued PTO leave as part of FMLA Military leave.

When an employee has used all accrued PTO leave for a portion of FMLA Military leave, the employee will be granted an additional period of leave without pay, if necessary, so that the total of paid and unpaid leave provided equals 12 weeks, or with respect to Military Caregiver Leave, 26 weeks.

Retaliation Prohibited

The School may not interfere with an employee's FMLA rights or retaliate against an employee for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

Enforcement

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law of collective bargaining agreement that provides greater family or medical leave rights.

SAFETY

It is the desire of the School to provide a safe working environment. Employees should practice safe working habits, should report any unsafe conditions to their supervisor or other administrator, and must comply with safety policies and requirements. Employees shall refrain from engaging in unsafe acts. When reasonably possible, safety issues and concerns are reported should be reported in writing to the employee's immediate supervisor. The immediate supervisor shall locate resources to resolve the issue or direct the inquiry to the Superintendent.

Accidents or Injuries/Worker's Compensation

All workplace accidents or injuries must be reported to a direct supervisor immediately, with no exception. Timely reporting is essential for appropriate treatment and care and for proper investigation and correction of any deficiency that will help prevent future accidents. When any workplace accident or injury occurs, the following process must be followed:

- a. The employee involved promptly reports the accident and injury to the immediate supervisor or, in the absence of an immediate supervisor, an administrator or the Human Resources Office.
- b. If the injury is minor, the employee should go to the School Nurse Office for assessment and treatment. If the injury is non-life threatening, the employee should be sent to Canyonlands Urgent Care in Page, Arizona. If the injury is life threatening, the employee should be sent to the Inscription House Health Clinic for assessment and stabilization and subsequent transport to Canyonlands Urgent Care or Page Hospital.
- c. The immediate supervisor, administrator or Human Resources Office will assist in completing the Employer's Report of Occupational Injury form at the Human Resource Office. The form must be signed by the employee and Human Resources. The Employer form is available online on the school webpage.

If the employee is directed not to return to work by a medical provider, or to return to work with restrictions, the employee should promptly notify the Human Resources Office and the employee's immediate supervisor. Any employee that believes he or she is being asked to perform work that is outside a medical provider's restrictions must report as much to the employee's direct supervisor and/or the Human Resources Office immediately.

The form for filing a Worker's Compensation claim (Employee's Claim for Worker's Injury Benefits) is available on the School's website and by request from the Human Resources Office. Any questions regarding Worker's Compensation Benefits as well as the use of accrued leave during an absence related to a workplace injury should be directed to the Human Resources Office. In no event shall an employee receive a combined salary/leave compensation and Worker's Compensation benefits in excess of the employee's regular salary.

Personal Protective Equipment

Employees shall wear appropriate personal protective equipment as directed by the employee's immediate supervisor, the Superintendent or Board Policy. Employees participating in vocational, technical, industrial arts, art or laboratory science activities may be required to wear specific personal protective equipment depending on the activity.

Communicable Diseases

It is the policy of the Board to take reasonable and lawful measures to protect students and staff members from the transmission of communicable diseases. The Superintendent is authorized to adopt such procedures as are necessary to implement this policy in a manner consistent with Tribal, Federal and applicable State laws. A staff member who has a communicable disease shall be excluded from school if the staff member presents a direct threat to the health and safety of others in the School workplace. The outbreak control measures and other directives of the Department of Health Services (DHS) and local health agencies shall be acted upon as the best medical knowledge and judgments for addressing communicable disease outbreaks. All requirements of the School set by the Arizona Department of Health Services and the Navajo Nation Environmental Health Department shall be followed.

The School shall make reasonable efforts to maintain the confidentiality of staff members' medical conditions. All medical information relating to employees is confidential. The identity of a staff member who has a communicable disease and/or the nature of the communicable disease may be disclosed only to staff members who must have such information to carry out their duties under this policy.

Staff members or students (or their parents/guardians) shall be given sufficient information to protect themselves from a direct threat to their health or safety and/or to take appropriate measures to respond to potential exposure to a communicable disease. To the extent possible, the identity of the person with the communicable disease shall be kept confidential when sharing this information.

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

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

Public Health Emergencies

The Center of Disease Control, U.S. Department of Public Health, and Navajo Department of Health will be used as a resource to address any pandemic virus, which is public health emergency. The School shall comply with public orders provided by the Federal and Navajo Nation Agencies.

Safety and welfare of personnel and students shall be a priority when planning the continuing operation of the school during the pandemic. For example, the Corona Virus-19 Pandemic and its variants were addressed with public orders to prevent the spread of the virus through public transmission.

All personnel shall be trained on the nature of the virus, prevention practices, and keeping their workplace and others safe during working hours. Personal protective equipment shall be provided and the School administration shall ensure the workplace meets appropriate safety requirements prior to the personnel is placed in the work area.

Work conditions and standards will be adjusted in accordance with public orders applicable to personnel, students and buildings with safety as a priority.

Hazardous Materials

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

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

Security

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

Threats/Workplace Violence

Any employee who is threatened with harm or experiences workplace violence by an individual or a group while carrying out assigned duties shall immediately notify a School security officer, the employee's immediate supervisor and/or any administrator. The immediate supervisor or administrator

must promptly notify the Superintendent. The Superintendent in coordination with the Director of Security and Operations shall then take immediate steps to provide every reasonable precaution for the employee's safety. Precautionary steps taken by the employee or supervisor, including any advisable legal action, shall be reported to the Superintendent's office at the earliest possible time.

Drug and Alcohol Free Workplace

The use of drugs or alcohol can jeopardize the safety, health, and efficiency of all employees and can compromise the safety and integrity of the workplace. The School also recognizes that substance abuse, while at work or otherwise, has a negative impact upon the employee engaged in such conduct, fellow employees, the School, its students, and its property by creating a variety of workplace problems. For these reasons, the School has established this Drug and Alcohol Free Workplace Policy.

Use of Illegal Drugs and Alcohol Prohibited

The illegal use, sale, or possession of drugs and the possession, sale, or consumption of alcohol while on the job or on School property or participating in any School activity is prohibited and is a dischargeable offense. This includes any place where work is performed, including all educational and educational support facilities; any School-owned vehicle or any other School-approved vehicle used to transport students to and from School or School activities; and off School property during any School-sponsored or School-approved activity, event, or function; such as field trips or athletic events, where students are under the jurisdiction of the School. In addition, the workplace shall include all property owned, leased, or used by the School. In addition, the workplace shall include all property owned, leased, or used by the School for any educational purpose.

For purposes of this policy, the possession or use of drugs is considered illegal if the drug itself is (a) not legally obtainable under Tribal, Federal or state law or (b) legally obtainable but not legally obtained or used. It therefore includes prescription drugs obtained illegally and prescription drugs not being used for their prescribed purpose or by the person to whom they were prescribed.

In addition, any employee who is convicted (including a plea of "nolo contendere") of a violation of a criminal drug statute must notify his or her immediate supervisor of the conviction within five (5) days and may be subject to discipline, including termination of employment.

Employees Subject to Drug and Alcohol Testing

All employees are subject to this policy and to drug testing in the following circumstances:

- a. For Cause/Reasonable Suspicion. The School may require any employee to undergo drug and alcohol testing if administration has a reasonable suspicion that the employee has violated this policy or is under the influence of or impaired by alcohol or illegal drugs while on duty or on the School's property.
- b. Post-Accident. The School may require any employee to undergo drug and alcohol testing as soon as practicable after a work-related accident, if the School reasonably believes the employee may have contributed to the accident.

- c. Post-Injury. The School may require any employee who has sustained a work-related injury to undergo drug and alcohol testing.

Specimen Collection and Testing Procedures

The School may test for the presence of alcohol or any illegal drug (as defined above), using the following procedures:

Appropriate personnel will supervise the collection of specimens for testing. The collection personnel will not directly observe the collection of a urine specimen unless there is reason to believe the test subject will alter the specimen.

Specimens will be tested by scientifically accepted methods and procedures by a laboratory selected by the School to perform the testing. Specimens will be tested only for the presence of alcohol, illegal drugs, and their metabolites.

Any specimen that returns an initial positive result will be retested using a different chemical analysis to confirm the presence of the substance.

As part of the testing procedure, the employee will be required to sign a release authorizing the laboratory to release the test results to the School. The School will promptly communicate the test results to the test subject. Any employee subject to testing may request and obtain a copy of the test result.

The School will pay for any drug and alcohol test that it requests or requires.

Employees may be temporarily suspended pending receipt of test results.

Test results will be disclosed only to the tested employee, School supervisors with a legitimate business reason to know the results, and as required by law.

Consequences of Refusal to Undergo Testing

School employees and applicants may refuse to undergo drug and alcohol testing. However, employees who refuse to undergo testing or who fail to cooperate with the testing procedures (including consenting to the release of information to the School) will be subject to discipline up to and including immediate discharge and applicants who refuse to undergo testing will not be hired.

Right to Explain Positive Test Results

Any test subject who tests positive on a drug and alcohol test required by the School may:

Provide, in a confidential setting, any additional information in an attempt to explain the positive test result and/or

Obtain a second confirmatory retest of the original specimen at the employee's own expense. Such a retest must occur at a laboratory that is properly approved to conduct drug and alcohol testing.

Consequences of a Confirmed Positive Test Result

Any employee who tests positive for drugs or alcohol and does not successfully refute the test result by explanation or retesting in a timely manner will be subject to discipline, up to and including termination.

Special Provisions Concerning Medical Marijuana

Notwithstanding the general prohibition on use or possession of marijuana, unless a failure to do so would cause the School to lose a monetary or licensing related benefit under federal law or regulations, the School will not discriminate against a person in hiring, termination, or imposing any term or condition of employment or otherwise penalize a person based upon either:

The person's status as an authorized medical marijuana cardholder under applicable state law;
or

An employee's positive drug test for marijuana components or metabolites if that employee is an authorized medical marijuana user under applicable state law, unless the employee used, possessed or was impaired by marijuana on the School premises or when on duty, or unless the special provisions concerning employees in safety sensitive positions set forth below apply.

"Impairment" means symptoms that an employee may exhibit while working or while being present on School property that indicate that the employee may be under the influence of drugs. Symptoms indicating impairment can included, but are not limited to, the following: an employee's speech; walking; standing; physical dexterity; agility; coordination; actions; movement; demeanor; appearance; clothing; odor; irrational or unusual behavior; negligence or carelessness in operating equipment, machinery, or production or manufacturing processes; disregard for the safety of the employee or others; involvement in an accident that results in serious damages to equipment, machinery, or property; disruption of a production or manufacturing process; a noted decrease in the employee's ability to perform his or her job; and/or any injury to the employee or others or other symptoms causing a reasonable suspicion of the use of drugs.

Special Provisions Concerning Safety Sensitive Positions

Notwithstanding any other provision of this Policy, when the School has a good faith belief that an employee occupying a safety-sensitive position is engaged in the current use of any drug, whether legal, prescribed by a physician, or otherwise, the School may take actions to exclude the employee from performing the safety-sensitive position, including reassigning the employee to another position, placing the employee on paid or unpaid leave, or terminating employment, if the drug could cause an impairment or otherwise decrease or lessen the employee's job performance or ability to perform the employee's job duties. The School's belief regarding the effects of the drug may be based on one or more of the following: the results of a test for the use of alcohol or drugs, warning labels or other printed materials that accompany instructions for the use of the drug, statements by the employee, information from a physician or pharmacist, information from reputable reference sources in print or on the internet, or other information the School in good faith believes to be reliable.

"Safety-Sensitive Position" means any job designated by the School as a safety-sensitive position. Safety-Sensitive Positions are those positions where the job tasks or duties are ones that can expose the employer or others to significant health or safety risks. Safety-sensitive positions include, but are not limited to, positions where assigned job tasks or duties include:

Operating a motor vehicle, other vehicle, equipment machinery or power tools.

Repairing, maintaining, or monitoring the performance or operation of any equipment, machinery, or manufacturing process, the malfunction or disruption of which could result in injury or property damage.

“Current Use of Any Drug” means drug use that has occurred recently enough to justify an employer’s reasonable belief that involvement with drugs is ongoing. Current use of any drug is not limited to any specific time frame and depends on the facts of each individual case.

Self-Identification

Any employee with a drug or alcohol-related problem is highly encouraged to seek assistance and to make further inquiry to Human Resources as to any medical, disability, or leave benefit available that might assist the employee’s efforts. All such inquiries shall be held in the strictest confidence. Any inquiry into the potential availability of benefit-related assistance after the employee has been found in violation of the School’s drug and alcohol policy will not avoid corrective action or discipline.

Special Provisions for Employees with Commercial Driver’s Licenses

Some School employees are required to have and maintain Commercial Driver’s Licenses (“CDLs”). These employees are subject to drug and alcohol testing pursuant to federal law, and the School has adopted procedures to comply with this federal law. When federal law imposes more rigorous requirements of drug and/or alcohol testing on employees required to hold CDLs than does this Policy, such federal standards shall supersede this Policy. In all of its other terms, this Policy shall apply to employees with CDLs.

USE OF SCHOOL PROPERTY

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

Keys

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

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

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

Equipment

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

Copiers shall be used for school or job related business.

Telephone and Electronic Mail

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

Vehicles

All vehicles leased or owned by the School and used by employees during the course of business shall be returned to the School at the end of the day and shall not be taken home at night unless prior arrangements are made to the contrary through the Operations Manager. Exceptions to this policy must be authorized by the Superintendent in advance or in accordance with Board policy.

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

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

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

PERFORMANCE EVALUATIONS

Performance evaluation is the continuing process to measure an employee's contribution to the School. The goals of the performance evaluation process are:

- To provide the employee with the supervisor's assessment in areas of strengths and weaknesses in the performance of assigned duties;

- To allow the employee and supervisor to plan development activities which shall bring performance up to the standards set by the supervisor; and
- To provide the supervisor with a formal process for feedback to employees. Performance evaluation also provides the administration with data upon which to base individual personnel decisions such as promotions, demotions, bonuses, and other recognition, and it provides information to plan group training needs, organization restructuring and work force expansion.

All evaluations shall remain confidential. The Superintendent, supervisors, Human Resource Office, and Governing Board members have the right to review all evaluations of all staff.

Evaluation Process

Each supervisor shall meet with individual staff members in their department within the first thirty (30) days of employment to review the position description and performance standards. The 90 day probationary Period performance evaluation is divided into three sections of 30 days each (30/60/90) and department supervisors will complete the 30 day evaluations for the new employees and submit to Human Resources upon completion.

Performance evaluations should be conducted on an annual basis for all exempt and non-exempt employees who are no longer serving a probationary period. Performance evaluations should be conducted between February 1 and April 15.

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

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

Insofar as possible, performance evaluations shall be based upon objective, measurable criteria as set forth in the written position description. Performance evaluations shall be performed by each employee's supervisor or department head. Performance evaluations shall be in writing and shall be signed by the evaluating supervisor and the employee. The employee's signature does not mean that the employee concurs with the evaluation.

Copies of the evaluation shall be filed in the employee's official personnel file and given to the employee within ten (10) days after completion of the evaluation. Each performance evaluation shall include space for comment by the employee. If the employee does not agree with the evaluation, the employee shall be permitted to include a statement. The employee may submit additional comments regarding the evaluation within two (2) working days after receiving their copy of their evaluation.

Performance evaluations may be based on a number of considerations and factors, including but not limited to direct observation, including classroom observation of instructional staff. Such observations may be made at the discretion of the evaluator. The evaluations are based upon performance over a period of time and are not limited to any one or two personal observations by the supervisor. The supervisor may use informal instruments to report observations of the classroom. The School has the

right to use unannounced and announced observations as means of collecting information prior to giving that person a formal written evaluation.

The Superintendent of the School shall be responsible for implementing additional procedures, if any, for evaluation of employees.

Inadequate Work Performance

Where a performance evaluation reveals unsatisfactory work performance, an evaluation may include follow-up plans to improve performance and will include specific actions to be performed by the employee, along with a timeline within which improvement should be noted. Performance evaluations are intended to help employees improve their work performance and enhance the working relationship. Any inadequate work performance may warrant the initiation of an improvement plan for the employee.

Superintendent Evaluation

The Superintendent shall submit a statement of goals and objectives for the Superintendent's position to the Board no later than the June Board meeting. The Superintendent and the members of the Board shall agree upon these goals. They shall be listed in order of priority for the year. Objectives and goals shall be subject to modification upon mutual agreement in writing between the Superintendent and the Board no later than the July Board meeting.

The Board shall evaluate the Superintendent annually by conducting an appraisal session with the Superintendent in executive session prior to March 1st. This appraisal session shall measure performance of the Superintendent in accomplishing the responsibilities outlined in the Superintendent's job description, as well as the Superintendent's progress toward attainment of the established goals and objectives.

A copy of the evaluation shall be filed in the Superintendent's official personnel file and a copy of the evaluation shall be given to the Superintendent.

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

PROFESSIONAL CONDUCT

Employee Conduct

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

Code of Ethics

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

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

Prohibited Conduct

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

- Engaging in any conduct that may obstruct, disrupt, or interfere with teaching, research, service, administrative, or disciplinary functions for the School, or any other School process or activity, sponsored or approved by the Board, or which encourages others to do so.
- Failing to dress and maintain a general appearance, which reflects their position and which detracts from the educational program of the School.
- Carrying or possessing a weapon on School property or grounds without authorization from the appropriate school administrator.
- Using, possessing, distributing, manufacturing, transferring, or selling drugs, alcohol, or other illegal substances on School premises or property, while on the job or arriving on the job under the influence of drugs, alcohol or other illegal substances.

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

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

The Employee Conduct form found in the Appendix to this Personnel Policies and Procedures Manual shall be distributed to all employees for signature and return to the Human Resources Office.

Relationships between Employees

It is the intent of the Governing Board to reduce possible complaints of retaliation, sexual harassment, or reduced productivity in the workplace caused by consensual amorous relationships. Such relationships should not interrupt the work environment.

The School strongly discourages any consensual amorous relationships involving any employee with another employee.

The School prohibits any relationship between an employee and a supervisor where the supervisor has direct authority, influence or responsibility. This includes, but is by no means limited to, disciplinary decisions, and the instructional setting. Such situations tend to interfere with the objectivity of the supervisor's decisions with respect to the employee.

Supervisors or other employees who engage in such consensual relations and do not voluntarily resign from their employment shall be subject to dismissal. Under certain circumstances, it may be appropriate and in the best interest of the School to re-assign the affected employees to different positions pursuant to the Conflict of Interest provisions set forth in this Manual. Such decisions shall be at the discretion of the Superintendent.

Shonto Preparatory Governing Board members are prohibited from any consensual amorous relationships involving any employee of the School.

DISCIPLINARY POLICIES AND PROCEDURES

Discipline

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

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

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

Oral Reprimand

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

Corrective Interview

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

Written Reprimand/Letter of Warning

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

Disciplinary Probation

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

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

Suspension Without Pay

This action may be recommended by a supervisor and must be authorized by the Superintendent. A suspension without pay may be for a period of 10 days or less or may be for a period of 10 days or more. An employee who is suspended for more than 10 days is entitled to the same due process as is provided for dismissal from employment. See the Disciplinary Procedures below for additional information.

Actions that Do Not Constitute Discipline

The following actions do not constitute discipline and are not subject to any form of appeal under these disciplinary procedures:

- Letter of Direction or Letter of Guidance regarding future conduct
- Verbal or written counseling regarding conduct
- Interviews or inquiries (oral or written) to investigate allegations of misconduct or policy violations
- Administrative leave with pay (See section regarding Administrative Leave With Pay in this Manual)
- Administrative assignment to home with pay (See section regarding Administrative Assignment to Home with Pay)
- Any administrative recommendation or decision or Governing Board action, discussion, or consideration involving the non-renewal of an employee.
- Ratings, comments, and recommendations made in the course of an evaluation.

Disciplinary Procedures

Minor Disciplinary Action

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

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

Suspension Without Pay for More than Ten (10) Days

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

Dismissal

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

Pre-disciplinary Procedures

Before an employee may be dismissed, demoted, or suspended without pay for ten (10) working days or more, the Superintendent or the Superintendent's designee shall give the employee written notice of the charges, a summary of the basis for the charges, and an opportunity for the employee to present a response.

Disciplinary Procedures

The Superintendent may dismiss, demote or suspend without pay for ten (10) working days or more any employee only for cause but not before attempting to serve the employee personally or by registered or certified mail, return receipt requested, with written notice of the specific reasons for the disciplinary action in sufficient detail to inform the employee of the facts. The Superintendent shall include a statement of the employee's right to appeal. The action is not effective until one of the following occurs:

- a. The employee signs for receipt of the disciplinary letter; or
- b. An attempt is made to personally serve the disciplinary letter, but the employee refuses to sign for receipt of the letter. Such attempt to personally serve the letter shall be witnessed; or
- c. Three (3) working days have passed since the letter was mailed to the employee via first class mail.

Relief from Duty

Nothing in this rule shall preclude the Superintendent from immediately placing an employee on administrative leave pending implementation of procedures under this rule, but no pay shall be withheld for such period. See the Administrative Leave section of this Manual.

Resignation in Lieu of Dismissal

At its discretion, the Governing Board may accept a resignation in lieu of dismissal.

Appeals of Discipline

Appeal of Suspension Without Pay for more than Ten (10) Days, Demotions and Dismissal

Definitions

Unless the context requires otherwise, the following definitions govern:

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

“Appellant” means the employee filing an appeal with the Governing Board.

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

“Respondent” means the Superintendent of Shonto Preparatory School.

Appeal

The appeal to a dismissal, demotion or suspension without pay for more than ten (10) working days shall be submitted to the Governing Board in writing. The appeal shall include the action requested of the Governing Board and must state specific facts relating directly to the charges on which the appeal is based so that the Governing Board shall understand the nature of the appeal. A copy of the appeal shall be provided to the Respondent. The Respondent is not required to file a reply to the appeal. If a reply is filed prior to the hearing, a copy thereof shall be sent by the Respondent to the Appellant. If no reply is filed, every relevant and material allegation of the appeal is in issue, but in any case, irrelevant and immaterial issues may be excluded.

The Appellant may be represented at the appeal hearing by counsel, at the Appellant's expense. The Appellant shall have the opportunity to present witnesses and to cross-examine any witnesses presented by the Respondent. Formal rules of evidence shall not apply. A record of the hearing shall be made by use of a mechanical device.

Time for Appeal.

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

Notice of Hearing and Disclosure of Respondent's Evidence

The Governing Board shall provide written notice of the name of the Hearing Officer, if any, to the Appellant and the Respondent. Written notice of the time, date and place of the hearing of an appeal shall be provided to the Appellant and the Respondent by the Hearing Officer not less than ten (10) working days before the date of such hearing. Also not less than ten (10) days before the date of such hearing, the Respondent shall provide Appellant with a list of persons whom the Respondent expects to testify in support of the decision (together with a brief summary of what each person is expected to say), and a general description of any other evidence that the Superintendent at the time believes may be presented at the appeal hearing in support of the decision.

Disclosure of Appellant's Evidence

The Appellant shall deliver to the Superintendent, at least five (5) working days prior to the hearing, a list of persons whom the Appellant expects to testify (together with a brief summary of what each person is expected to say), and a general description of any other evidence that the Appellant at the time believes shall be presented at the appeal hearing.

Hearing Officer

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

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

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

Officer shall be present during the consideration of the appeal by the Governing Board to assist and advise the Governing Board.

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

Time for Hearing.

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

Nature of Hearing, Rules of Evidence

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

The Hearing Officer's opening remarks should advise the parties that formal rules of evidence do not apply to these hearings; however, the Hearing Officer may consider those rules when resolving objections to the admission of evidence. The Hearing Officer should keep the hearing centered on the issue(s) to be resolved by the hearing. Upon timely objection by any party, the Governing Board or Hearing Officer may exclude evidence that is hearsay, evidence concerning compromise and offers to compromise or settle, as well as evidence that is privileged, immaterial, unduly repetitious, or, most importantly, irrelevant. Hearsay evidence is a statement other than one made by the person while testifying at the hearing, and offered for the purpose of proving the truth of the matter asserted. Hearsay evidence may be admitted to the extent that the circumstances warrant. When in doubt, hearsay evidence shall be admitted and the Hearing Officer may give it the weight the Hearing Officer determines is appropriate.

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

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

If the parties are represented by attorneys, all types of technical objections may be raised throughout the hearing. If this occurs with frequency, then the Hearing Officer should remind counsel of the opening remarks about the rules of evidence. If the Hearing Officer possesses enough familiarity with the law to make a ruling on an objection, he/she may do so. If not, the Hearing Officer should state that the objection is noted for the record and continue on with the hearing.

Exclusion of Witnesses

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

Governing Board Decision

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

General Matters

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

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

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

Administrative Leave with Pay

Certain employee infractions or alleged infractions may require an investigation or review by the School or an outside agency (e.g. law enforcement, social services, etc.). The Superintendent may place the employee who is the subject of such an investigation or review on administrative leave while the School or outside agency conducts an investigation or review. An employee placed on administrative leave will be with pay and any benefits to which the employee is otherwise entitled. An employee on administrative leave shall remain readily available during normal work hours for assignments and directives from the Superintendent and their supervisor.

Employees on administrative leave shall follow directives regarding work they should be doing, directives to participate in the investigation, including being interviewed, and any other such reasonable directives. Failure to be readily available and to participate in the investigations and interviews are grounds for disciplinary action up to including termination.

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

CONTRACT RENEWAL/NON-RENEWAL

No later than April 1 of each year the Superintendent, Principal(s), and department supervisors shall submit his/her recommendations to the Governing Board with regard to whether certified and classified employees should or should not be offered new contracts for the following school year. The Governing Board shall make decisions regarding these recommendations on or before April 15. If the Board is unable to do so on or before April 15, the Board at its sole discretion, may continue their decision to a later date. However, it is the intent of the Board that unless a usual circumstance arises, they will make their decision on their recommendation on or before April 15.

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

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

TERMINATION OF EMPLOYMENT

Voluntary Termination (Resignation)

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

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

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

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

Non-Renewal (Expiration of Contract)

When an employee's contract has not been renewed by Governing Board action, the employee's employment will automatically terminate on the last day of the contract period. See the Contract Renewal/Non-Renewal section of this Manual for additional information.

Involuntary Termination (Dismissal)

See the Disciplinary Policies and Procedures section of this Manual for information regarding effective dates and procedures.

Reduction in Force (Lay off)

When an employee has been laid off due to a reduction in force, the employee's employment shall terminate on the date the reduction in force is effective. All reductions in force shall be conducted pursuant to the Reduction in Force policy as set forth in this Personnel Policies manual and in Governing Board policy. See the Reduction In Force section of this Manual for additional information.

Exit Interview

Upon termination of employment for any reason, the employee shall meet with the Superintendent or Human Resources for an exit interview. During the final exit interview, the employee shall be informed of his or her rights regarding insurance plans and other benefits, if any. At the discretion of the Superintendent, the exit interview may be waived and information regarding insurance plans and other benefits may be provided in writing.

Return of Property

At the time of voluntary or involuntary termination of employment, the employee shall return all keys, School equipment and any other School property and shall submit a final checkout form to the Business Office with all required signatures indicating (1) all School property in possession of the employee has been returned to the School, and (2) all sums due and owing to the School by the employee have been paid.

Final Paycheck

Please refer to the provisions in the Pay Policies section of this Personnel Policies manual for the requirements related to the final paycheck.

Reduction in Force

Whenever a reduction in force is necessary, the procedures set forth in the School's most current Reduction in Force Policy GCQAA shall be followed.

Employee Grievances

Definitions

A *grievance* is a complaint by a School employee alleging a violation or misapplication of any School policy or regulation that directly and specifically governs the employee's terms and conditions of employment. A disciplinary decision is not a grievable matter and may only be appealed through the processes set forth in the Disciplinary Policies and Procedures section of this Manual.

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

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

A *day* is a working day.

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

Grievance Procedures

General Provisions

The grievance may be submitted on a standard form provided by the School or in the individual's own format. If the standard form is not used, the grievance must contain all of the information on the form and must indicate in writing that the complaint is a grievance pursuant to this Grievance Policy.

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed an acceptance of the decision rendered at that step, and there shall be no further right of appeal. Failure to file a grievance within ten (10) days after the employee knew, or should have known, of the circumstances upon which the grievance is based shall constitute a waiver of that grievance. If no written decision has been rendered by the immediate supervisor within the specified time limit, then the grievant may appeal to the next level.

The filing or pendency of any grievance under the provisions of this policy shall in no way operate to impede, delay, or interfere with the jurisdiction of the Governing Board or the Superintendent to act.

Assignment, reassignment, or transfer of an employee to another position or duties is not grievable beyond the Superintendent unless the Superintendent requests that the Board hear the grievance. The Superintendent may consider such a request to the Board on a case-by-case basis.

For compelling reasons, the Superintendent may expand any of the time limits contained in this policy.

Informal Level

Before filing a formal written grievance, the grievant is encouraged to 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.

Formal Level

Each Grievance Form referenced below can be found in the Appendix to this Manual.

Level I.

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

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

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

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

Level II.

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

The appeal shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The supervisor of the immediate supervisor shall review the matter within ten (10) days of receiving the appeal. No attorneys or advocates are permitted to attend or participate in meetings and/or grievance hearings that may be held by the supervisor reviewing the appeal. The supervisor of the immediate supervisor will render a decision within five (5) days of the hearing. The supervisor of the immediate supervisor's decision shall be final.

OTHER RELEVANT POLICIES AND INFORMATION

Bulletin Boards

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

Required Postings

The School shall comply with all applicable Navajo Nation, Federal and State laws and regulations in the posting or publish of required information. In addition, the School shall post the following:

- A list of current School Board members
- School Calendar
- Organizational Chart

Maintenance and Revisions of Personnel Policies and Procedures Manual

The Human Resources Office shall be the custodian of the Personnel Policies and Procedures Manual. A copy of the Manual shall be made available on the School's website and a copy shall be provided to every employee in either hard copy or electronic form.

The Superintendent shall make decisions regarding interpretation and application of policies and procedures addressed in the Manual.

The Manual shall be reviewed at least on an annual basis and any proposed changes shall be presented to the Board for approval. Failure to review the Manual shall not negate the effectiveness of any current provision in the Manual. Changes may be proposed mid-year as needed or appropriate for Board approval. An archived copy of Manuals that are no longer current shall be maintained in a secure manner electronically and/or in hard copy by the Human Resources Office.

APPENDIX OF FORMS

The forms listed below may be found in the Appendix to this Manual. The School Administration shall make changes to the Appendix of Forms as necessary to keep them up to date throughout the year.

Employee Acknowledgment of Personnel Policies
Drug and Alcohol Free Workplace Acknowledgment
Employee Conduct Acknowledgment
Final Paycheck/Final Pay Acknowledgment
Grievance Form A
Grievance Form B
Grievance Form C
BIE Suspected Child Abuse/Neglect Report

**SHONTO PREPARATORY SCHOOL
PERSONNEL POLICIES & PROCEDURES MANUAL**

APPENDIX OF FORMS

Employee Acknowledgment of Personnel Policies

This is to acknowledge receipt of Shonto Preparatory School's Personnel Policies and Procedures Manual. I have read and understand the policies and procedures set forth in the Manual. I agree to comply with all policies and procedures set forth therein.

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

Employee Signature

Date

Printed Name

Drug and Alcohol Free Workplace Acknowledgment

This is to acknowledge receipt of Shonto Preparatory School's policies regarding maintaining a drug and alcohol free workplace. I have read and understood the policies and procedures set forth in the Manual regarding the use of drugs or alcohol. I agree to comply with all said policies and procedures related to the use of drugs and alcohol.

I further acknowledge that if I violate any of the policies and procedure governing the use of drugs or alcohol, the Board, or the Shonto Preparatory School Superintendent, shall deal with my case and take appropriate personnel action. This may include termination of my current position.

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

Employee Signature

Date

Printed Name

Employee Conduct Acknowledgement

This is to acknowledge receipt the Shonto Preparatory School's policies concerning employee conduct. I have read and understand the policies and procedures set forth in the Manual concerning employee conduct. I agree to comply with all said policies and procedures regarding employee conduct.

I further acknowledge that if I violate any of the policies and procedures regarding employee conduct, the Board, or the Shonto Preparatory School Superintendent, shall deal with my case and take appropriate personnel action. This may include termination of my current position.

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

Employee Signature

Date

Printed Name

Final Paychecks/Final Pay Acknowledgment

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

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

Employee Signature

Date

Printed Name

Grievance Form A

**FORMAL GRIEVANCE
(Level I)**

This form is to be completed by an employee within ten (10) days after the employee knew or should have known of the act or omission giving rise to the grievance.

Grievant: _____

Immediate Supervisor: _____

School: _____

Policy or Regulation Alleged to Have Been Violated:

Statement of Grievance:

Proposed Solution to this Matter:

Signature of Grievant

Date

Grievance Form B

**DECISION OF IMMEDIATE SUPERVISOR
(Level I)**

This form is to be completed by the immediate supervisor of an employee that has submitted a formal grievance within five (5) days after receiving the grievance.

Grievant: _____

Date of Formal Presentation: _____

School: _____

Immediate Supervisor: _____

My understanding of the grievance:

I have ____ or have not ____ met with the grievant to clarify any misunderstanding, discuss his/her suggested solution, and/or offered another solution.

Date of meeting, if applicable: _____

My response or proposed solution to this grievance is:

Signature of Immediate Supervisor

Date of Decision

Grievance Form C

**APPEAL FROM DECISION OF IMMEDIATE SUPERVISOR
(Level II)**

This form is to be completed by an employee that is not satisfied with the decision of their immediate supervisor within five (5) days after receipt of the decision. A copy of the original grievance and the decision rendered by the employee's immediate supervisor must be attached to this form.

Grievant: _____

Date of Decision of Immediate Supervisor: _____

School: _____

Immediate Supervisor: _____

Clear, Concise Statement of the Reasons for the Appeal:

Signature of Grievant

Date

Grievance Form D

**DECISION OF SUPERVISOR OF IMMEDIATE SUPERVISOR
(Level II)**

This form is to be submitted by the supervisor of the immediate supervisor of an employee that has submitted a formal grievance within five (5) days of any meeting or grievance hearing that may be held by the supervisor reviewing the appeal. If no meeting or hearing is held, this form is to be submitted within fifteen (15) days after receiving the appeal. This decision is final and is not subject to further appeal.

Grievant: _____

Date of Appeal: _____

School: _____

Immediate Supervisor: _____

Supervisor of Immediate Supervisor: _____

I have ____ or have not ____ conducted a meeting or grievance hearing in reviewing the appeal.

Date of meeting or grievance hearing, if applicable: _____

My decision regarding the appeal is:

Signature of Supervisor of Immediate Supervisor

Date of Decision