



PINON COMMUNITY SCHOOL
HOME OF THE WARRIORS
Est. 1912

Pinon Community School Board, Inc.

Human Resources Policies

School Year 2025-2026

HR Policy, reviewed by the School Attorney

Approved & Adopted on June 10, 2025

To clarify the provisions of this Policy, all references to Pinon Community School Board, Inc. will mean "the School" and all references to the "Board" will mean the duly elected and qualified individuals to Pinon Community School Board, Inc. School Board.

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CHAPTER I – INTRODUCTION

Section 1.01 School Organizational Chart

[PLEASE INSERT CURRENT ORG CHART]

To clarify the provisions of this Policy, all references to Pinon Community School Board, Inc. will mean "the School" and all references to the "Board" will mean the duly elected and qualified individuals to Pinon Community School Board, Inc. School Board.

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Section 1.02 Organization Description

The Pinon Community School Board, Inc. (PCS) provides Homeliving services to students enrolled at Pinon Unified School District and surrounding Schools in first through twelfth grades. Pinon Community School Board, Inc. also provides academic services to transitional kindergarten students and kindergarten students.

Section 1.03 Pinon Community School Board, Inc. (PCS) Mission Statement

To prepare students for the choices and challenges in a multi-cultural society by providing a safe positive, healthy, social, and educational environment relevant to Diné culture and language.

Section 1.04 Vision Statement

Success for All.

Section 1.05 Goals

- To provide students with quality education that meet the mandates of the Navajo Nation and Federal Government.
- To promote unity and harmony within the School and community so as to positively impact students and foster self-discipline and independence.
- To foster a culture of parental involvement.

To provide a safe, positive, organized, and healthy educational environment for students to grow.

- To provide a safe environment that ensures that all children are treated with dignity and respect; are free from physical, emotional, and sexual abuse; and are entitled to physical and emotional well-being.

Section 1.06 Philosophy

“Bee ak’id baa’ ahoodzani Olta’ saad bise sila’alchini yee adilnidli. Dii nee’niji yee nooseel doo”

Pinon Community School believes that:

- Each student brings a unique identity and values that necessitate respect for these significant qualities and contributions.
- Academic achievement and residential services shall be provided through utilization of Diné cultural and language teachings and skills to promote social values and positive self-identity.
- Comprehensive participation of the students, staff, and school board and establishes a positive environment that is conducive to quality educational learning experiences.
- Academic and residential programs will challenge all impediments to meet highest academic achievement as mandated by Every Student Succeeds Act.
- All PCS staff and School Board shall have the responsibility of supporting the teaching and modeling the Diné traditional values, culture and language, which is the essence of being a Navajo.

Section 1.08 Governing Board Composition

The Board of Pinon Community School is composed of members elected from local communities as determined by the Navajo Nation Council's Health, Education and Human Services Committee. The Board provides the overall direction and leadership to the school and homeliving program by establishing operational and school policies.

Section 1.09 Enactment and Amendment of Policies and Procedures

The Pinon Community School Board, Inc.'s Policies and Procedures (hereinafter, "Policy") shall be effective only upon its adoption as the official policy of the Board and shall be distributed to Board members and employees. All employees are expected to follow the policies and procedures in this Policy and any amendments thereto as soon as they become effective. Duly enacted amendments will replace former policies and procedures and the new amendments, at the time they are enacted, will be considered part of the employee's employment contract with the School.

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

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

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

In construing the provisions of this Policy, all references to the "School" and "PCS" shall mean Pinon Community School Board, Inc. and all references to the "Board" shall mean the duly elected and qualified Pinon Community School Board, Inc. School Board. All references to "days" shall mean calendar days unless otherwise expressly provided.

Section 1.10 Jurisdiction

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

Section 1.11 Employee Acknowledgement Form

The Policy Manual contains important information about the School; I understand that I should consult my supervisor regarding any questions not answered in the Manual.

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

Furthermore, I acknowledge that this Manual, and any revisions to it, are part of my contract of employment with Pinon Community School Board, Inc. I have received the Manual, and I

understand that it is my responsibility to read, understand and comply with the policies contained in this Manual and any revisions made to it.

I acknowledge that I attended the staff orientation held at the beginning of the school year or upon hire and reviewed the information provided to me, including the Policy Manual.

Employee's Signature

Date

Employee's Name (Typed or Printed)

CHAPTER II – PERSONNEL POLICIES

Section 2.01 Nature of Employment

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

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

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

Section 2.02 Employee Relations

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

Section 2.03 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.

If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred or resign. If that decision is not made within 30 calendar days, management will decide who will be reassigned, transferred, or terminated.

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

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

For the purposes of this section in the policy, relatives are defined as immediate family members including spouses, parents, children, brothers and sisters. This policy also applies to individuals, and their relatives and children, who are not legally related but who reside with another employee.

Section 2.04 Equality of Employment Opportunities/Non-Discrimination/Navajo Indian Preference

The School is committed to a policy of non-discrimination relative to race, sex, age, religion, disability and national and/or ethnic backgrounds with the exceptions provided to “Indians” under federal law and the preferences set forth under the Navajo Preference in Employment Act as it may be modified and as Navajo and/or federal law may otherwise direct. It is the policy of the School, in all employment decisions, to give preference first to qualified Navajo persons, and secondly, to qualified Indians. Further, it is the policy of the School to provide for Navajo and Indian employment whenever possible, consistent with the operation of a high quality educational program. Accordingly, the Board will undertake active recruitment efforts to locate qualified Indian applicants for all vacancies. Similarly, active efforts will be undertaken to notify Indian employees of opportunities for promotion and training. However, notwithstanding the foregoing, the School shall be free to select the best qualified individual for any given position.

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

Section 2.05 Veterans Preference in Employment

The School shall provide a further preference to qualified veterans. Qualified veterans are defined as any person who has served at least one hundred and eighty-one (181) consecutive days active duty in the armed forces, as verified in the Form DD-214, and who has received an honorable discharge. Active duty for training or inactive duty by National Guard or Reserve members of the military does not qualify as “active duty” for this preference and shall not be considered active duty for purposes of this policy. As defined in 5 U.S.C. § 2101(2), “armed forces” means the Army, Navy, Air Force, Marine Corps, and Coast Guard.

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

Veterans requesting preference relative to employment with the School must indicate they are requesting the preference in their employment application and attach a copy of their DD214

discharge papers at the time of submitting their employment application. Veterans who have successfully completed all phases of the application process and who otherwise qualify for a position for which they are applying shall be given a veterans preference in the selection process by adding five additional points to their application score. The additional five points is the extent of the veterans preference that is to be given by the School.

Notwithstanding the foregoing, the School retains the right and discretion to hire the candidate it deems most beneficial to the School.

Section 2.06 Employment Philosophy

PCS is proud of its tradition in providing its employees with a congenial work environment in which all individuals are treated with respect and dignity. Every individual has the right to work in a professional environment, which promotes equal opportunities for all employees and prohibits discriminatory practices, including sexual harassment and bullying.

Section 2.07 Discrimination and Harassment

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

- D. It is the responsibility of every employee, student and parent to recognize acts of discrimination and harassment and take every reasonable action necessary to ensure that the applicable policies and procedures of PCS are implemented.
- E. It is a violation of this policy for any administrator, teacher, Board member or other employee, student, or any other person in the PCS community to engage in or condone discrimination or harassment at PCS or any PCS related activity or to fail to report or otherwise take reasonable corrective measures when they become aware of an incident of harassment.
- F. This policy is not designed or intended to limit PCS's authority to take disciplinary or remedial action when such harassment occurs outside PCS but has a nexus to school or is disruptive to or materially and substantially interferes with an employee's work, personal life, a student's schoolwork, or participation in PCS related opportunities or activities.
- G. Reports of cyber-bullying by electronic or other means, occurring in or out of PCS will be reviewed and, when a nexus to PCS, work or school exists, they will result in discipline. Parents of students alleged to have engaged in cyber harassment will be invited to attend a meeting at which the activity, words, or images subject to the complaint will be reviewed. A student disciplined for cyber-bullying will not be re-admitted to the regular school program until his or her parent(s) attend such meeting.
- H. Any employee or student who believes that he or she has been subjected to harassment has the right to file a complaint and to receive prompt and appropriate handling of the complaint. Further, all reasonable efforts shall be made to maintain the confidentiality and protect the privacy of all parties, but proper enforcement of this policy may require disclosure of any or all information received.
- I. Knowingly providing false reports of harassment or manipulation of investigative processes will be subject to disciplinary action.
- J. Any student or staff member who, after an investigation, has been found to have engaged in the discrimination or harassment of a student or staff member in any PCS setting or at any PCS-sponsored or related event will be subject to disciplinary action.

Definition of Terms

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

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

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

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

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

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

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

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

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

"Cyber-bullying" for the purpose of this policy is defined as bullying through the use of technology or any electronic communication, which shall include, but shall not be limited to, any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photo electronic or photo optical system including, but not limited to, electronic mail, internet communications, instant messages or facsimile communications. Cyber-bullying shall also include (1) the creation of a web page or

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

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

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

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

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

Procedures for Reporting and Conducting an Investigation

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

- focus on changing behavior rather than simply punishing the offender;
- engage students and staff in dialogue so that they may learn more about the impacts of behaviors and attitudes;
- maintain, as much as practicable, the confidentiality of the alleged victims and offenders by involving as few people as possible in the resolution of the problem;

- protect the complainant from retaliation;
- ensure prompt and thorough attention to all complaints; and,
- stop the discrimination or harassment

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

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

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

Each school shall document any prohibited incident that is reported and confirmed, as well as the resulting consequences, including discipline and referrals.

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

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

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

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

The investigating officer will initiate and complete an investigation as soon as possible, normally within two weeks. The investigation may, but need not necessarily, include interviewing the complainant; the person alleged to have made the harassing or discriminatory conduct or communication; and such other person(s) as the investigating officer deems necessary or appropriate in order to complete a thorough investigation of the allegation. An opportunity to be heard will be provided, consistent with PCS's policies and procedures on the same.

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

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

Unresolved investigations will be reported as such.

Disciplinary Action

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

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

Retaliation

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

Reporting

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

Section 2.08 Compliance with Federal Immigration Law

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

In compliance with the Immigration Reform and Control Act of 1986, as it may be amended and other applicable immigration and workers control acts, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present

documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the School within the past three years, or if their previous I-9 is no longer retained or valid.

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

Section 2.09 Conflict of Interest

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

Actual or potential conflict of interest occurs when an employee is in a position to influence decisions that may result in a personal gain for that employee or a relative of that employee. For the purposes of this policy, a relative is person who is defined as a relative under the School's hiring policy (see Sections 2.02 and 2.03 – Employee Relations and Anti-Nepotism).

Employees of PCS may not be directly supervised by an immediate relative. (See Sections 2.02 and 2.03, Employee Relations and Anti-Nepotism). This policy applies to both full-time and part-time employees.

A dependent of a Board member (a person for whom more than half of whose support is obtained from a Board member) cannot be hired by the School except upon consent of the Board. Neither a Board member or their spouse or person who lives with a Board member, as explained in Section 2.02, may be hired or retained by the School.

School business dealings with outside firms/vendors should not result in personal financial gains for any employee or for his/her immediate relative. (See Sections 2.02 and 2.03, Employee Relations and Anti-Nepotism). An employee who has, or whose relative has a substantial personal interest in any decision of the school, shall make known this interest in the official records of the school, and shall refrain from participating during any phase in any matter as an employee in such a decision. Personal gain may result not only in cases where an employee or relative has a significant ownership of a firm with which PCS does business, but also when an employee or relative receives any “kick-back”, bribe, substantial gift, or special consideration as a result of any transaction or dealings involving the school. All transactions that can be interpreted to involve personal financial gain shall require specific Board approval.

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

Section 2.10 Filling Vacancies

- A. **Determination.** Prior to filling any vacant position, the Department Supervisor with the concurrence of the Human Resources Technician and the Business Manager must certify, in writing, to the Principal that funds are available for the vacant position. The Board, in consultation with the Principal, shall determine whether any vacancy should be filled and the timeline for filling said vacancy. It is the duty and responsibility of the Human Resources Technician to advertise and fill vacancies in accordance with the School's Personnel Policies and Procedures.
- B. **Reassignment.** The Principal is authorized to make in-house reassignments not to exceed one hundred and eighty (180) calendar days based upon Supervisor or Administrative convenience. Reassignment will require compliance with other provisions in this Policy.
- C. **Consultants/Trainers.** The Principal shall, with the approval of the Board, have authority to hire consultants and/or training in accordance with the procurement policy. Consultants or trainers shall receive no benefits. Consultants or trainers shall be evaluated and selected by the Principal without regard to other provisions of this chapter; however, this procedure will not be used to circumvent regular hiring practices.

Section 2.11 Pre-Selection Procedure

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

- A. Obtain or develop a position description, which has been approved by the Board for use in the advertising and hiring procedure for that position.
- B. Establish, with the approval of the Principal, opening and closing dates for submission of resumes/applications and a timeline for the hiring procedure (i.e., interviews, reports, etc.).
- C. Identify and consider in-house employees qualified for promotional opportunity in the event of any job openings.
- D. Identify any qualified, former employees whose employment with the school was terminated due to a reduction in force. Reinstatement of such employees may occur only within the contract year in which the layoff or reduction-in-force (RIF) occurred.
- E. Post vacancy notices in school buildings at locations designated for in-house announcement(s) for at least five (5) working days after the opening date for submission of resumes and applications.
- F. Advertise job vacancies as required at 15 N.N.C. § 604(B) including outside and within the School, in Navajo Tribal employment offices, other areas in the community

designated for such public notices, newspaper, media and other publications, where appropriate. The advertising shall be done as widely as reasonably possible to attract qualified applicants, and specifically to attract Navajo/Indian applicants.

- G. Screen or examine applications on file and submitted for qualified applicants, and submit a list of qualified applicants to the Principal. Qualified applicants are those meeting the minimal requirements set forth in the Position Description and Manual. A record of all applications for each vacancy shall be kept for twelve (12) months from the date the position is filled, or if not filled, from the date of advertising.
- H. Interview applicants and make recommendations to the Board relative to hiring when directed to do so by the Principal.
- I. Make contract offer(s) to selected applicant(s) when directed to do so by the Principal.
- J. Orient new employees on the Manual, inform new employees of school procedures and benefits, etc.
- K. Perform fingerprinting and background checks as set forth below:
 - 1. All applicants who may be offered employment with the School and volunteers having control over students, shall **first** successfully complete a fingerprint and background check as required by the Indian Child Welfare and Family Violence Prevention Act at 25 U.S.C. § 3201 *et seq.*, including compliance with 25 C.F.R. § 63.10 *et seq.*, the Crime Control Act of 1990 at 42 U.S.C. § 13041 and all amendments and regulations promulgated relative thereto, prior to employment and prior to control over students by a volunteer. Applicants for certified teaching positions shall, along with their certification, present a current fingerprint clearance card. All employees and volunteers shall complete fingerprint/background checks every five (5) years. Employment with the School is contingent upon the results of the fingerprint check or maintenance of the certificate or license which satisfies the fingerprinting requirement.
 - 2. All applicants must sign, under oath, an acknowledgement that they have not been arrested, convicted of or are awaiting trial on the crimes identified below and/or the laws noted therein. This document must be signed under oath and under penalty of perjury. Prospective employees shall certify in a sworn statement that they are not awaiting trial on and have never been convicted of or admitted in open court or pursuant to a plea agreement of committing any criminal offenses in this state or any other jurisdiction as specified below:
 - a) Sexual abuse of a minor
 - b) Incest
 - c) First or second degree murder
 - d) Kidnapping
 - e) Arson
 - f) Sexual assault

- g) Sexual exploitation of a minor
- h) Felony offenses involving contributing to the delinquency of a minor
- i) Commercial sexual exploitation of a minor
- j) Felony offenses involving sale, distribution or transportation of, offer to sell, transport, or distribute or conspiracy to sell, transport or distribute marijuana or dangerous or narcotic drugs or controlled substances
- k) Felony offenses involving the possession or use of marijuana, dangerous drugs or narcotic drugs or other controlled substances
- l) Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs or other controlled substances
- m) Burglary in the first degree
- n) Burglary in the second or third degree
- o) Aggravated or armed robbery
- p) Robbery
- q) A dangerous crime against children as defined in A.R.S. § 13-604.01
- r) Child abuse
- s) Sexual conduct with a minor
- t) Molestation of a child
- u) Voluntary manslaughter
- v) Aggravated assault
- w) Assault
- x) Exploitation of minors, involving drug offenses
- y) Any crime involving a child, violence, sexual assault, sexual molestation, sexual exploitation, sexual contact or prostitution, crimes against persons or felony drug offense

3. Before offering employment to a candidate, make documented, good faith efforts to contact previous employers to obtain information which may be relevant to a person's fitness for employment.
4. The School may refuse to hire or may review or terminate any person who has been convicted of or admitted committing any of the crimes listed above or a similar offense in another jurisdiction.
5. This section does not require pupils who are also employed by the School to be fingerprinted.
6. The highest ranking Human Resources employee is the adjudication official and the school's Business Manager shall be the back-up to the adjudication official. The adjudication official and back-up shall receive appropriate training relative to adjudication officials as defined in federal law and shall be responsible for adjudicating all fingerprint, background and criminal history check issues and appeals pursuant to 25 C.F.R. 63.10 *et seq.*, which is adopted herein by reference.

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

- M. Ensure that new employees obtain a CPR certificate within the employee's initial 30 days of employment. Each employee shall apply for recertification annually.
- N. Ensure that all new employees obtain medical examinations as required and as set forth in Section 8.01 of this Manual.
- O. Ensure that a performance evaluation is completed by the employee's immediate supervisor within the employee's ninety (90) day probationary period.

Section 2.12 Employment Reference Checks

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

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

In addition, the School, through the highest ranking Human Resources employee and/or Business Manager shall submit a prospective, new employee's name, social security number and fingerprints to appropriate agencies to ensure the background and fingerprint checks set forth in these policies.

It shall be a minimum qualification for every position at PCS for applicants to successfully pass their background investigation by demonstrating a successful work history at their last three (3) employers and for at least the past five (5) years. A successful work history includes positive evaluations, positive conclusion to the employment relationship and successful multi-term employment in which goals were achieved.

Further, a minimum qualification for employment with PCS is that applicant/employee successfully pass the federal, state, tribal and any local fingerprint check regarding criminal history and have no criminal history precluded by the mandatory sections of P.L. 100-630, the discretionary standards found in P.L. 100-630 and related CFR's and are not precluded by the background investigation. Applicants/employees not able to comply with and produce the foregoing record do not meet the minimum qualifications for employment at PCS and cannot be employed by PCS.

Section 2.13 Employment Applications

Any individual desiring to be considered for a job vacancy must submit a timely employment application, resume, and local (tribal), state and federal background checks to the Human

Resources Technician. Unsolicited applications will not be accepted. Application will contain residence history, employment history, fingerprints, and consensual release. Applications will be kept on file for a period of twelve (12) months and will thereafter be destroyed by the School.

Any misrepresentations, falsifications, termination, or material omissions provided by an applicant will cause them to not be considered for employment and shall be grounds for termination and contract will be null and void.

Section 2.14 Interview Committee

An Interview Committee shall be appointed for all position vacancies. The Interview Committee will be composed of the department supervisor and two employees appointed by the Principal. The Human Resources Technician will monitor the interview process. It is not mandatory to have the precise committee members listed above; however, the above listing sets forth the general intent regarding the composition of an Interview Committee.

The Interview Committee shall meet and review the list of qualified applicants and their application documents, select applicants to be interviewed and schedule and perform said interviews.

The Interview Committee shall make a ranked list of qualified applicants that were interviewed and the basis for their rankings. Said ranked list shall constitute the recommendation of the Interview Committee. In the event the Interview Committee does not wish to recommend any of the applicants, they shall so state and provide the reasons therefor. The ranking or report of the Interview Committee shall be submitted to the Principal.

Section 2.15 Principal's Recommendation

Upon receiving and reviewing the Interview Committee's recommendation, the Principal and Human Resources Technician may schedule additional interviews or request additional information. Upon completion of his/her review, the Principal shall submit his/her recommendation to include position description, salary scale, and any recommended benefits and justification to the Board, along with the report of the Interview Committee with alternate(s), if necessary.

Section 2.16 Final Approval

A. Final Decision.

All decisions to hire, terminate, make salary determinations or all other final employment decisions shall be made by the Board. No staff person has the authority to hire or terminate employees absent specific direction or delegation by the Board. The Board reserves the right to

interview for any position it deems necessary, and shall interview applicants for the Principal and all supervisor level positions.

B. Notification of Selection.

The Human Resources Technician or designee shall notify the selected applicant and will negotiate any outstanding terms and conditions of employment and the reporting date with the selected applicant.

C. Notice to Applicants.

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

Section 2.17 Emergency Appointments

A. Emergency Certification.

When an emergency occurs requiring the immediate services of a person in a particular position, the Human Resources Technician may, with the concurrence of the Principal, certify such position for restricted advertising and hiring as determined by the Principal.

B. Requirements for an Emergency Classification.

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

C. Hiring Roster.

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

D. Final Decision.

The Principal shall submit his/her recommendation on hiring to the Board with the reasons therefor. The Board shall make the final hiring decision.

E. Maximum Appointment Period.

No emergency hiring shall exceed one hundred twenty (120) calendar days. At the expiration of the one hundred twenty (120) day appointment, the contract will be terminated unless the employee has been duly appointed to that position after all employment procedures have been fulfilled.

F. Preference.

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

G. Pay.

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

Section 2.18 Substitute or Intermittent Professional Employees/Hiring

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

1. There shall be advertised in and about the communities directly served by the School such intermittent contract positions as may become available during the ensuing school year.
2. All such applicants who are deemed qualified by the Principal, or designee, to act as substitute teachers or in other intermittent professional functions, together with their applications and the recommendation of the Principal or designee, shall be submitted to the Board. The Principal, or designee, may, prior to submitting its recommendation, interview applicants.
3. Those persons thereafter approved by the Board as intermittent contract professionals shall be offered an annual contract to serve on an intermittent basis.
4. The Principal, or designee, may select substitute teachers, as needed, from those having executed an annual contract for intermittent services as a substitute teacher.
5. No intermittent contract professional so employed shall be entitled to any rights or benefits accorded to an employee by virtue of the Manual except as shall be required by law.
6. The Principal may, upon the recommendation of the academic supervisor, or department head responsible for the short-term professional or intermittent employee, without cause or notice, terminate the temporary employment of any such person and rescind the contract for intermittent services. Such decision shall, however, be reported to the Board at their next regular meeting and the cause, if any, may be reported to the Board in executive session.

7. In the event, as to any defined intermittent or short-term professional function or position, no applicant remains or is available in the employee pool for that position, the Principal, or designee, may hire a person qualified to perform the duties of that position without regard to the requirements herein contained.
8. Issuance of an intermittent contract shall not create a right to teach or work. Whether an intermittent employee is called to work and the amount of time an intermittent employee is allowed to work shall be at the discretion of the School Administration.

Section 2.19 Recruitment and Retention Policy

In order to: increase recruitment and retention of qualified employees; remain competitive with other similarly situated federally-funded and/or state-funded schools throughout the Navajo Nation and Arizona; the School finds it reasonable and necessary to allow, at the Board's sole discretion, service payments or bonuses per endorsement to employees. Our School was informed at a winter 2008 meeting with BIE officials that such bonuses are appropriate, allowable costs and recommended.

In order to recruit and retain teachers and staff, PCS has put the following strategies into place:

1. Tuition reimbursement is available to staff to further their education.
2. PCS offers a competitive salary and pays yearly \$500.00 sign-on/retention bonuses for the following additional endorsements on an individual's state certification:
 - a. SEI/ESL Bilingual Endorsement
 - b. Reading Endorsement
 - c. Math Endorsement
 - d. Early Childhood Endorsement
 - e. Native American Language Endorsement
 - f. Special Education Endorsement
 - g. Gifted and Talented Endorsement
3. Newly hired employee sign-on bonus in the amount of \$2,000.00 for all certified positions, \$1,500.00 for supervisory positions (Facility Manager, Business Manager, Transportation Supervisor, and Residential Manager ONLY).
4. Newly hired hard to fill position sign-on bonus in the amount of \$1,000.00 for any position that is posted for 6 or more months.
5. Retention bonus in the amount of \$3,000 for certified positions, \$1,500.00 for supervisory positions (Facility Manager, Business Manager, Transportation Supervisor, and Residential Manager ONLY).
6. Incentive Compensation in the amount of \$2,000 for certified positions, \$1,500 for administrative positions and \$1,250 for classified position in order to motivate or encourage active employees to assist in achieving department goals established by the Departments.

Employees may be eligible for multiple bonuses. The above mentioned items are subject to prior approval by the Principal and Business Manager. In approving these items, the Principal and

Business Manager shall determine that there is sufficient funding that such service payments or bonuses are reasonable, fiscally responsible and in the School's best interest. Bonuses shall not be paid to any employees unless the School's Principal and Business Manager determines that the School has sufficient funds to meet all of the School's other budgetary needs for the school year. The Principal may also elect to pay any amounts as follows: one-half (1/2) with employee's first paycheck and one-half (1/2) with the last paycheck, and employees are expected to complete their contract or owe bonus back. All those who are to receive a bonus must sign a contract for the bonus.

There is no right to any of the above mentioned items and the denial of the same is not subject to grievance or appeal.

Section 2.20 Cost of Living Adjustment

PCS is committed to providing our employees with fair compensation for their work and ensuring they maintain a quality standard of living.

Subject to the prior approval by the Board, Principal and Business Manager and at the sole discretion of the Board, an annual cost of living increase may be applied to all employees' salaries, regardless of their performance, to account for inflation and other increases in cost of living and ensure all employees can maintain a quality standard of living. In approving these items, the Board shall determine that there is sufficient funding and, in the Board's sole discretion, such cost of living increases are reasonable, fiscally responsible and in the School's best interest. A cost of living increase shall not be approved unless the School's Board, Business Manager and Principal determine that the School has sufficient funds to meet all of the School's other budgetary needs for the school year. Authorized COLA increases usually take effect July 1.

CHAPTER III – EMPLOYMENT STATUS AND RECORDS

Section 3.01 Employment Classification/ Categories

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

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

- A. Exempt employees are those executive, managerial, professional, and administrative employees who are exempt from coverage from portions of the Fair Labor Standards Act (FLSA), including the requirement for paying overtime by virtue of the employee's job duties and skills. Employees assigned to exempt positions are not eligible for overtime. Exempt employees are expected to work when needed, including the hours necessary to complete assignments on a schedule that satisfies the requirements of the job and needs of the department and the School. The length of day may vary from time to time and from position to position depending on the demands created by a specific situation. A full-time commitment typically requires a minimum of 80 hours per bi-weekly payroll period. The School's exempt employees include, but are not limited to:
1. Principal
 2. Certified Teachers
 3. Business Manager
 4. Facility Manager
 5. Transportation Supervisor/Bus Driver
 6. Residential Program Manager
- B. Non-Exempt employees are those employees who are not exempt from coverage under the School's overtime provisions.

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

- C. Twelve (12) Month Full-Time Employees are those who are not in a temporary or probationary status and who are regularly scheduled to work a full-time schedule on a year-long basis. Generally, they are eligible for the benefit package, subject to the terms, conditions, and limitations of each benefit program.

- D. Ten (10) and Eleven (11) Month Full-Time Employees are those who are not in a temporary or probationary status and who are regularly scheduled to work a full-time schedule during the school year. Generally, they are eligible for the PCS benefits as explained in these policies, subject to the terms, conditions, and limitations of each benefit program.
- E. Probationary Employees are those whose performance is being evaluated to determine whether further employment in a specific position or with the School is appropriate. There are two classifications of probationary employees: 1) newly hired, and 2) promoted and/or transferred.
1. Newly hired probationary employees are those employees who were not employed by the School immediately before their hire for the subject position or whose contract was terminated or non-renewed before their hire by the School for the subject position.
 2. Promoted/transferred employees are employees who were employed by the School at the time they were promoted or transferred to the subject position.
- F. Temporary employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category may not exceed 90 total days per fiscal year. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally-mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all other benefit programs.

Temporary employee's employment with the School terminates at the time stated in their contract if there is a contract. If there is no contract temporary employee's employment terminates as determined and directed by the School in its sole discretion. Temporary employees have no right to continued employment or to appeal the termination of their employment.

- G. Part-Time employees are employees hired for the school or full year who work less than (30) hours per week. Benefits for such employees are determined by their individual contracts with the School not these policies. If no benefits are given in said contract then it is presumed that the employment is without benefits or is limited to those benefits specifically set forth in their contract. Part time employees are not "eligible employees" as defined in Chapter V, Section 5.01 herein.

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

H. Student Teachers

Student teachers at the School under a recognized student teacher program are not employees of the School. Student teachers do not have the right of employees under these policies, nor shall they be compensated for their student teaching activities. However, student teachers must adhere to the standards set forth for the staff in these policies. Any violation of said

standards by the student teacher shall be grounds for the termination of the student teaching opportunity at the School.

School employees who student teach at the School, but were employed by the School prior to their student teaching, must request take leave during student teaching hours.

I. Volunteers and Chaperones

- A. Volunteers and chaperones are required to comply with all School policies and procedures. Background checks requirements apply to volunteers having significant contact with or control over Native American students to include, but not be limited to, all tutoring, chaperoning, and field trip volunteers.

Section 3.02 Personnel Data Changes and Updates

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

Teachers, administrators, and other personnel required to be certified, have certain training, continuing education, educational degrees, certificates, licenses, endorsements or other formal qualifications (collectively, “credentials”), shall provide proof of the credentials through the Human Resources Technician.

It is the responsibility of each teacher, administrator, and other personnel required to be certified or have credentials as described above, to keep their certification and/or credentials current.

If the certification and/or credentials expire, this shall be grounds for disciplinary action against the employee, up to, and including, termination.

Section 3.03 Employee Access to Personnel Files

- A. PCS maintains a personnel file on each employee. The file contains the employee's job application, resume, employment contract, records of training, documentation of performance appraisals, salary increases, medical records, and other pertinent employee information. All information and materials related to an employee’s background/criminal history shall be kept and secured in a locked container or area.
- B. Personnel files are the property of PCS and access to the information they contain is restricted and confidential in accordance with Federal and Navajo law. Wherever the law allows, the confidentiality of the information shall be maintained. Unless the law directs

otherwise, only supervisory management personnel or members of the Board who have legitimate reason to review information in a file shall be allowed to do so. To the extent allowable by law, personnel files will not be considered public records.

- C. An employee, who wishes to review his/her own file, should contact the Human Resources Technician. With reasonable advance notice, an employee may review his/her own personnel file in the presence of the Human Resources Technician. The employee will sign their individual folder and note the purpose for the review. No documents may be altered, added, or removed from the file during such review.

Section 3.04 Non-Disclosure

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

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

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

Section 3.05 Probationary Period

- A. Newly hired employees are probationary employees and will be subject to a ninety (90) calendar days probationary period. This probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The School uses this period to evaluate employee capabilities, work habits, and overall performance.
 - 1. Progress reports at one (1) month intervals may be conducted by the immediate supervisor and submitted to Principal.
 - 2. 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 Human Resources Office.
 - 3. A probationary period may be extended for an additional thirty (30) calendar day period when recommended by the supervisor.
- B. Newly hired probationary employees shall be eligible for worker's compensation insurance and social security only because they are required by law. New employees under probation are not entitled to any other benefits under these policies, except sick leave and holiday pay,

while on probation including, but not limited to, PTO, annual, bereavement or any other leave. When a newly hired employee successfully completes the probationary period and obtains the status of a regular employee, the employee's accrued PTO, annual, bereavement or any other leave during the probationary period shall be fully credited to the employee from that time forward. There shall be no back pay for leave occurring during the probationary period.

- C. When a supervisor fails to conduct a probationary period evaluation and takes no action, the Principal may convert the employee to regular status and notify the appropriate supervisor of the neglect of duty.
- D. Probationary employees' employment may be terminated pursuant to the termination policies set forth in these policies and procedures.

Section 3.06 Performance Evaluation

A. Policy

Performance evaluation is a tool to measure employee's work performance. The performance evaluation process: (1) provides the employee with the supervisor's assessment of strengths/weaknesses and areas in need of improvement in the performance of assigned duties; (2) allows the employee and supervisor to plan professional development activities; and (3) provides the supervisor with a formal process for feedback to and from employees. Performance evaluations will be the supporting data used for individual personnel decisions such as promotions, demotions, incentive awards and other recognition. It will also be used to plan group training, organizational restructuring and work force expansion.

B. Evaluation Periods

A minimum of two (2) performance evaluations will be conducted per employee by their immediate supervisor. The performance evaluations will be conducted within the periods of November 15 to December 15 and March 1 to April 1. These periods may be altered if determined advisable by the immediate supervisor and/or administration.

- New hire probationary evaluation will be conducted two weeks prior to the conclusion of the probationary period.
- A performance evaluation may be conducted at any time determined advisable by the immediate supervisor and/or administration.

C. Performance Standards

Performance standards shall include primary job elements set forth and reasonably implied from the written Position Description and, where possible, written in measurable objective statements. Each supervisor should meet with staff at the beginning of each school year to review

performance standards. Supervisors should review the performance standards with new employees within the first ten (10) working days of employment.

D. Deficiencies

A formal performance evaluation will be conducted when performance deficiencies are noted by the immediate supervisor. Follow-up plans to improve performance will include specific actions needed to be performed by the employee, along with a timeline within which improvement should be noted.

E. Administration

The Human Resources Technician will provide supervisors with performance evaluation forms for each employee in their areas of responsibility. Copies of the performance evaluation will be filed in each employee's official personnel file.

F. Principal

The Board is responsible for conducting a minimum of two (2) evaluations of the Principal. Prior to the evaluations, the Board should agree on an evaluation instrument to ensure that the evaluation is thorough and done in a timely, objective manner. It shall be the duty of the Principal to ensure that the Principal's evaluation is timely completed. The Principal shall notify all Board members that the evaluation is due to be completed thirty (30) days prior to the evaluation date.

G. Employee Comments

Every performance evaluation form shall include space for comment by the employee. If the employee does not agree with the evaluation, a statement of non-concurrence can be included in the evaluation. An employee's signature on the performance evaluation form indicates that employee has reviewed the document. An employee signature on the performance evaluation form does not indicate that the employee agrees with the contents of the evaluation. An employee's refusal to sign an evaluation form will be considered insubordination and may result in disciplinary action.

H. Application of Grievance Policy

Performance evaluation is not subject to the grievance policy, except for allegations of procedural violations. Comments or opinions offered by the evaluator cannot be grieved. In the event of a claim of procedural violation, the evaluatee may initiate a written response to the evaluation through existing channels as established by School policies. A complaint does not suspend any timeline concerning the remedial period or Board action concerning dismissal or non-renewal.

Section 3.07 Position Descriptions

Preparation of position descriptions shall be the responsibility of department supervisors, with consultation with the Human Resources Technician with concurrence by the Principal, and prior approval by the Board.

All employee positions shall have position descriptions. Supervisors shall use position descriptions to orient new employees of their duties and responsibilities and to develop performance standards. Supervisors shall use position descriptions and performance standards as the basis for evaluating the performance and conduct of employees.

Section 3.08 Contract Renewal/Non-Renewal

Renewal or nonrenewal of employee's employment with PCS may be decided before or during the last quarter of an employee's current contract year. If an employee's contract expires without a decision or action, the employee's employment with the school will be deemed to have been non-renewed and the employee's employment with the School will terminate with the termination date of employee's current contract. As established by the Navajo Supreme Court, a nonrenewal of an employment contract is not "adverse action." The decision/action of the Board is final and not subject to appeal or grievance.

PCS does not recognize any renewal rights or tenure rights or rights to continued employment of any employee beyond the term of employment expressly identified in an employee's current year contract.

All contracts must be signed and returned to the Human Resources Office within ten (10) calendar days after issue. Failure to return the contract, signed, within the required time period shall be accepted as conclusive evidence of non-acceptance of the offer, and in such instance, the job offer will be automatically revoked and the job shall be considered vacant. The Principal, in their sole discretion, may grant a written request for an extension of time to accept the offer.

After an employee is non-renewed, said employee shall not participate in school travel, training or other activities funded in whole or in part by PCS. Any prior Board-approved travel shall be voided at this time.

Probationary Employees

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

Temporary Employees

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

CHAPTER IV – MANAGEMENT OF THE WORKPLACE

Section 4.01 Regular Hours of Work

The administrative office will be staffed from 7:30 a.m. to 5:00 p.m. pursuant to flexible scheduling by the administrative office staff. Academic staff's regular hours of work are from 7:30 a.m. to 4:30 p.m. Monday through Friday and may be altered depending on the needs of the School. Fulfilling professional responsibilities will often require that teachers spend time outside these hours. The facility management staff shall work assigned staggered shifts depending on the needs of the School. Kitchen staff's regular hours of work are from 6:00 a.m. to 2:30 p.m. and 6 p.m. to 8:00 p.m. Some positions are required to be available on-call.

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

A. ADMINISTRATIVE ASSIGNMENTS

1. An administrative assignment is made when an employee assumes specific duties or responsibilities, for a period of ten (10) or more working days, which is in addition to or in place of their current duties or responsibilities and which is not presently assigned to another position or being performed by another employee.
2. All administrative assignments require written approval of the Principal and Human Resources Technician, prior to the start of the assignment.
3. The request for administrative assignment of an employee must be submitted to the Human Resources Technician outlining the following:
 - a. The nature, time period, and expected results of the assignment; and
 - b. The employee's regular duties; and
 - c. Additional duties or responsibilities being assigned; and
 - d. If duties or responsibilities are being assigned are in place of the employee's regular assignment, then how will the employee's current duties and responsibilities be addressed during the assignment; and
 - e. Reporting relationships; and
 - f. Signatures of the appropriate supervisors and the employee.
4. If the administrative assignment is within the contracted work of the employee's department / program, the employee shall remain on the same payroll. If the assignment is outside of the contracted work of the employee's organization, the

employee shall be paid from another appropriate source of funds for the duration of the administrative assignment.

5. An employee participating in administrative assignments may be eligible for additional compensation if:
 - a. The assigned service is forty-five (45) calendar days or more.
 - b. The supervisor for the administrative assignment recommends additional compensation to the Business Manager and Principal.
 - c. The Business Manager and Principal approves the additional compensation for the employee and budget funds are available to provide additional compensation based on qualifications.
6. An employee who completes an administrative assignment will assume their regular duties at the previous rate of pay.
7. The Principal has the discretion and authority to make reassignments as set forth above and in the best interests of the School, students and present needs. Reassignments are not demotions, they are two (2) distinct and different actions. An employee may contest a reassignment through the grievance procedures.
8. At the discretion of the Principal, the reassignment may become permanent.

B. ACTING STATUS ASSIGNMENT

1. An acting status assignment usually involves assigning an employee to a supervisory position for an area of School operations during an extended absence of an incumbent or a position vacancy.
2. An acting status assignment may not exceed 60 calendar days without the written approval from the Personnel and Principal. In no event will an acting status assignment exceed 120 calendar days.
3. An acting status assignment requires a memorandum that outlines:
 - a. The nature, time period, and expected results of the assignment;
 - b. Assigned duties and responsibilities;
 - c. Reporting relationships, and signatures of the appropriate supervisors and the employee; and
 - d. Compensation for the acting status assignment which will be optional and will be based upon the assigned duties and employee's qualifications.
4. A copy of this memo should be sent to the Human Resources Office.

5. An employee on acting status assignment may be eligible for additional compensation if:
 - a. The assigned service is forty-five (45) calendar days or more;
 - b. The supervisor for the administrative assignment recommends additional compensation to the Business Manager and Principal;
 - c. The Business Manager and Principal approve additional compensation for the employee and budget funds are available to provide additional compensation.
6. An employee qualifying for additional compensation will receive 50 to 100 percent of the difference between their current salary and entry level for the acting status position, but not less than the equivalent of one step (prorated for the term of the assignment)
7. If the employee's current salary equals or exceeds entry level for the Acting status position, the employee will receive additional compensation Equal to a one step increase over their current salary (prorated for the term of assignment.)
8. An employee who completes an acting status assignment will return to their previous position and assume their regular duties at the previous rate of pay.

C. DELEGATION OF SUPERVISORY AUTHORITY

1. When a supervisor must be absent from his/her position for more than a brief period (one hour), then they shall designate the next available person in the chain of command to act in their capacity.
2. Said delegation must be done in writing by memorandum, with copies of the memorandum provided to the delegating supervisor's immediate supervisor, the Principal and any other person, including, but not limited to, departmental school receptionist/secretary, necessary to fully inform the School staff or the public as to the identity of the person in that position of authority at that time should the need arise. The Principal shall, in addition, provide such notice to department heads.
3. The written memorandum by the supervisor to the delegee and others shall note any pending or foreseeable issues and concerns that may exist or arise and the supervisor's recommended action relative to those issues or concerns.
4. Failure of the delegating supervisor to follow the above-described procedures shall be grounds for disciplinary action up to and including termination.
5. A person so delegated (delegee) must act within the School policies and procedures and the policies and procedures of the supervisor for whom they are acting. A delegee shall act in a way that is supportive of and consistent with the actions of the supervisor for whom they are acting. Failure to so act or acting in a way that is contra

or not supportive of the delegating supervisor is grounds for disciplinary action up to and including termination.

Section 4.02 Dress Code

PCS considers it is very important that employees are well-groomed, neat, and dressed appropriately for their job function and responsibilities. The School trusts each employee's common sense and good judgment in this matter. The School has adopted a casual business dress code but emphasizes that some positions may call for appropriate professional attire. While conducting or attending meetings, seminars, roundtables, etc., where contact with other business professionals may occur, appropriate professional attire and manners are required for conducting such business. Appropriate dress and hygiene are important in promoting a positive School image for students and the general public, both internally and externally.

- A. Wearing or displaying any clothing, jewelry, footwear, hats, etc. that promote or are associated with the "drug culture" i.e., items that refer to satanic or demonic cults, items that refer to gang membership, and "heavy metal," or similar items that refer to, or promote, unhealthy messages for young people such as suicide, sadism, drug use, violence, disrespect for authority, vulgarity, obscenity, and/or sexual harassment is prohibited.
- B. While on PCS premises and while engaged in any school related business or activity, no employee or guest may wear or display any clothing, jewelry, footwear, hats, and the like that depict, advertise, or promote tobacco or tobacco products, alcohol or alcohol products, drugs, and/or controlled substances. No caps are allowed in the buildings.
- C. Employees shall dress and limit display of physical ornamentation and marks (including tattoos, piercings, jewelry, hickeys, and other ornamentation or marks) in a manner appropriate and proper with respect to their position, the occasion, and their function while on duty or when representing the School in any capacity. Inappropriate physical conditions (commonly referred to as hickeys, love marks, etc.) shall not be observable. Failure to comply with this section shall be grounds for disciplinary action up to and including termination.
- D. Supervisors may exercise reasonable discretion to determine appropriateness in employee dress and appearance according to the requirements of the positions in their department.

Section 4.03 Absence Without Leave/Tardiness

An employee shall be deemed "absent without leave" when absent from work during scheduled duty time without proper request and approval from the Supervisor. This shall include absence due to lateness, leaving early, or any other absences not specifically requested and approved. An absence will not be approved unless the reason for absence conforms to specific policies on excused absences as adopted by the Board.

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

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

Section 4.04 Outside Employment

Work-related activities and conduct away from PCS must not compete with, conflict with or compromise PCS’s interests or adversely affect job performance and the ability to fulfill all responsibilities to PCS. Regular full-time employees must submit a written request to the Principal for approval to engage in outside employment subject to the following conditions:

- A. Such outside employment shall not interfere with or hinder the job performance of the employee’s School duties.
- B. Such outside employment shall not involve a conflict of interest.
- C. Such outside employment shall not interfere with the performance of duties that the employee would have performed as part of the regular employment during normal working hours.
- D. The Principal has the discretion to approve or disapprove the request in consultation with the employee’s supervisor. No outside full-time employment will be considered.

Section 4.05 Chain of Command

All employees shall follow the chain of command in accordance with the approved Organizational Chart of PCS. Failure to follow the chain of command will be grounds for disciplinary action, up to and including, termination of employment.

A delegated supervisor may not approve leave unless it is an emergency.

Personnel should address questions, concerns, or complaints first with their immediate supervisor, then progress up the chain of command as needed. Violation of this policy may result in disciplinary action, up to and including termination. If after properly addressing a concern with the Principal, resolution has not been achieved, the proper procedure for addressing the Board is to request to be placed on the agenda for the next board meeting.

Section 4.06 Complaints

I. PURPOSE

The School takes seriously all concerns or complaints by students, employees, parents or other persons. If a specific complaint procedure is provided within any other policy of the School, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

II. GENERAL STATEMENT OF POLICY

- A. Every effort should be made to resolve a complaint at the earliest possible stage. Whenever possible, the complainant should communicate directly to the employee in order to resolve concerns.
- B. If a complainant is unable or unwilling to resolve the complaint directly with the employee, he/she may submit an oral or written complaint to the employee's immediate supervisor. If the complainant is unable to prepare the complaint in writing, the Human Resources Technician shall help him/her to do so.
- C. A written complaint shall include:
 - I. The full name of each employee involved
 - II. A brief but specific summary of the complaint and the facts surrounding it
 - III. A specific description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter
- D. Any employee receiving a complaint shall advise the immediate supervisor of the receipt of the complaint. The immediate supervisor shall make an initial determination as to the seriousness of the complaint and whether the matter should be referred to the Principal.
- E. Depending upon the nature and seriousness of the complaint, the immediate supervisor shall determine the nature and scope of the investigation or follow-up procedures. If the complaint involves serious allegations, the Principal shall determine the nature and scope of the investigation and designate the person responsible for the investigation or follow-up relating to the complaint.

Section 4.07 Training

Mandatory introductory training for new staff members should be conducted within five (5) working days upon hire by the Department Supervisor and Human Resources Technician.

Training objectives:

- Overview of day-to-day operation.
- Review of Personnel Policy and Procedures
- Introduction to the school program operations
- Expectation of the Job duties and responsibilities
- Attend the mandatory Introduction Program
- Review of the Evaluation Process, Emergency Procedures, COOP Plan, and other protocols.

The immediate supervisor and Human Resources Technician will follow-up with the employee adapting to the School.

A. In –Service Training

Workshops for school employees will be held as needed. Each department supervisor will be responsible for assessment of training and will direct requests in writing to the Principal or designee for any training. An employee who attends off-site training will be required to provide In-Service-Training to the staff.

B. Off-Site Training

In-State Travel:

1. In-state travel is defined as travel to all locations in Arizona and New Mexico, and travel to U.S. States within one hundred (100 miles) of the Arizona borders.
2. The Principal will be responsible for authorizing in-state travel that conforms to In-State Policy.

Out-of-State Travel:

1. Out-of-state travel is defined as travel to U.S. States exceeding location outside Arizona and New Mexico and travel to U.S. States within one hundred (100 miles) of the Arizona borders,
2. Travel requests require advance School Board approval for all out-of-state travel.

A travel request shall be placed on Agenda for the next regular Board meeting, after the request and a report from the Business Manager for funding availability have been submitted. All requests for out-of-state training must describe the benefits of the proposed training and its relevance to PCS. The Board will carefully scrutinize all out-of-state training requests and evaluate the request to determine whether the proposed training is in the best interest of the school and an effective use of school resources.

Section 4.07 Tuition Reimbursement Program Policy

We believe that continuing education is an integral part of PCS's success and efficiency. PCS is committed to developing a culture in which all employees engage in continuous professional development to achieve school and personal goals. Every employee in our organization is a teacher and a learner. The primary goal of professional development is to support those teachers and learners in providing quality education and increasing student achievement. PCS will develop requirements and procedures to increase staff professionalism and competencies as required.

Employees are responsible for attending, learning, and applying the information provided by continuing education. Employees are responsible for and are expected to pursue professional development opportunities.

A written agreement between the employee and PCS will be required prior to the beginning of any educational activity for which PCS may provide reimbursement. Further, PCS must ensure prudent use of public funds and a benefit to PCS from any such education activity for which PCS may allow reimbursement. Therefore, any employee who receives reimbursement under this section, who resigns or is terminated for cause within two (2) years after receiving the reimbursement shall pay back any amounts received. Employee agrees and acknowledges that if they violate or fail to perform this two (2) year requirement, that PCS may subtract the reimbursement from any salary or payments PCS may owe employee. Further, the written agreement between the employee and PCS shall set forth this agreement and understanding.

For all approved undergraduate or graduate work, employees may be reimbursed up to \$250.00 per three or four credit hour course, up to a limit of three courses per contract year. Any non-repayable tuition assistance received from third party sources (i.e. grants or scholarships) that causes the employee's financial responsibility for the course to fall below \$250 offsets the tuition reimbursement. It is the employee's responsibility to report non-repayable amounts so that they may be factored in. Loans are repayable and not factored in. In order to be eligible for reimbursement for undergraduate or graduate hours, an employee must:

1. Successfully complete his/her probationary period;
2. Secure approval from the Governing Board for reimbursement prior to enrolling in a course(s);
3. Seek reimbursement only for undergraduate or graduate hours related to the employee's current professional assignment or otherwise be of value to the School;
4. Seek reimbursement only for undergraduate or graduate hours offered by a nationally accredited institution; and
5. Present an official college transcript of credit, indicating a "B" or better grade for undergraduate or graduate hours or a "pass" on a pass/fail course.

Employees shall, if warranted by completed course work and if their contract is renewed, be moved to a new position on the salary schedule for the next contract year.

An employee who received reimbursement for undergraduate or graduate hours must reimburse the School if he/she voluntarily resigns or is terminated for cause within two (2) years of receipt of reimbursed monies, unless otherwise approved by the Board.

A copy of the paid receipt and official academic transcript is required to process the approved reimbursement. A copy of the paid receipt must be submitted within 45 days of finishing the course(s).

Approval Process:

1. To receive tuition reimbursement employees must complete and submit the following to the Human Resources Office prior to enrolling in the course:
 - a) Tuition Reimbursement Application (Appendix G).
 - b) Copy of Course Description, Syllabus, or Assessment and statement describing how course is related to the employee's professional assignment or otherwise is of value to the School.
2. Submit the above documents to the Human Resources Office for review and Board approval for tuition reimbursement. Employees will receive an e-mail verifying Board approval or non-approval of application. Once Board approved, the Employee will sign a written agreement (Appendix H).
3. To initiate reimbursement, submit proof of payment (university receipt, canceled check, or credit card receipt) to the Human Resources Office and attach the official academic transcript that verifies the respective grade. Only courses with a grade of "B" or better, "Pass" if a Pass/Fail course, completed course, or passing score will be reimbursed. Proof of payment and transcripts must be submitted within 45 days after the course completion. The Principal must first approve the reimbursement before it is issued.

Section 4.08 In-Service Training

There will be times when the school will have in-service training included with the monthly meeting. All PCS employees are mandated to attend as part of their duties and responsibilities as PCS employees. Employees who fail to attend these meetings will be considered Absent Without Leave ("AWOL"). No leave will be granted unless it is an emergency.

Section 4.09 Timekeeping

A. Every employee is required to accurately record time worked by clocking-in and clocking-out using time cards/automatic timekeeping system. Federal law requires PCS to keep

accurate time records to properly calculate employee pay and benefits. Time worked is time actually spent on the job performing assigned duties.

1. Exempt Employees shall record all work days and leave hours to support the accurate accounting of leave balances and as verification of presence.
 2. Nonexempt Employees are required to record actual hours worked on their timesheets to calculate wages. All leave hours must also be recorded.
- B. Employees must accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They must also record the beginning and ending time of any split shift or departure from work for personal reasons. Employees should not clock in earlier than 7 minutes before their scheduled starting time unless the supervisor approves of an early arrival. Employees should not clock out before their scheduled ending time, unless authorized to do so by a supervisor. If it is discovered that a pattern of clocking in early or clocking out late without advance approval exists, or the employee is habitually forgetting to clock in or out, the employee may be subject to disciplinary action. **OVERTIME WORK FOR NON-EXEMPT EMPLOYEES MUST ALWAYS BE APPROVED BY THE IMMEDIATE SUPERVISOR BEFORE IT IS PERFORMED.**
- C. Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment. Time cards shall be kept at the work site.
- D. It is the employee's responsibility to sign his or her time sheet and to certify the accuracy of all time recorded. Timecards and time sheets should be turned into the supervisor on the first day of the next payday week (i.e., if you work on Saturday before payday, complete your time sheet.) The supervisor will review and sign the time record before the timekeeper submit it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record. Failure to submit timesheets on a timely basis shall be grounds for disciplinary action.

Section 4.10 Attendance and Punctuality

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

Poor attendance and excessive tardiness are disruptive, either of which may lead to disciplinary action, up to and including termination of employment.

Absences/tardies can become excessive or demonstrate a pattern of misuse/abuse when one or more of the following are true:

- Begin to affect the workplace in a negative manner;
- Shift the burden of their job to others;
- Are detrimental to the essential functions of his or her job;
- Cause their work to not be completed;
- Cause a significant disruption to the work environment;
- A pattern and practice of using School-sanctioned absences that do not comply with School policy emerges;
- A pattern of using School-sanctioned absences on particular days emerges; OR
- A pattern and practice of using chargeable leave as a means of being absent from work after the exhaustion of their available leave days emerges.

Section 4.11 Rest and Meal Periods

- A. All non-exempt employees are provided with two, fifteen (15) minutes rest periods. To the extent possible, rest periods will be provided in the middle of work periods during the morning and afternoon. Since this time is counted and paid as time worked, employees must return to work from rest periods on time. PCS requires employees to stay on site during rest periods and encourages employees to participate in wellness by walking within the campus.
- B. All school employees may consume a school-provided meal but must pay for the cost of the meal through the Business office. “IOUs” are strictly prohibited.
- C. All full-time employees are allowed one meal period of a minimum of thirty (30) minutes and up to sixty (60) minutes in length each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

Section 4.12 Overtime

The School is informed that due to recent federal court decisions, it appears that the FLSA (Fair Labor Standard Act) does not control the School or like entities. Therefore, the School disclaims any applicability of the FLSA and asserts its sovereign immunity from application of the FLSA to the School. Notwithstanding the foregoing, the School generally adopts, as its policy and not as applicable, federal law, the policies and procedures set forth in the FLSA relative to overtime. By disclaiming the applicability of the FLSA, the School affirmatively states that it will not respond and is not required to respond to any federal claims or the jurisdiction of any federal court; however, it will respond in Navajo court to its decisions to include similar overtime provisions via its own policies.

The School intends by this action to implement a more informal policy designed to insure equity and fairness to its employees and the best interest of the School students, staff and community. This more flexible system will be directed by the Principal and shall not be bound by the formal FLSA requirements. It shall be the general direction of these policies to limit overtime to the

degree possible, use flex time in place of overtime and to operate the school in a manner that is fiscally responsible and at the same time fair to staff. The following requirements will be implemented consistent with this general policy statement.

OVERTIME WORK FOR NON-EXEMPT EMPLOYEES MUST ALWAYS BE APPROVED BY THE IMMEDIATE SUPERVISOR BEFORE IT IS PERFORMED.

1. When operating requirement or other needs of the school cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime hours and will qualify for overtime as provided in this section. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. Exempt employees are not eligible for overtime or compensatory time. Compensatory (Comp) time in lieu of overtime pay is not permitted. Exempt employees will not be paid overtime except in extreme or special circumstances where such payment or credit is authorized by the Principal or Board prior to doing the work for which overtime is requested or granted.
2. Overtime compensation is paid to all non-exempt employees similar to federal laws at the following rate(s): One and one-half times the employee's base straight-time rate for all hours actually WORKED over 40 hours in a work week. Exempt employees are not eligible for overtime regardless of the hours worked.
3. Overtime pay is based on actual hours worked. Time off for sick leave, annual leave, holidays, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.
4. Failure to work scheduled overtime assigned by the immediate supervisor may result in disciplinary action, up to and including possible termination of employment.
5. Working overtime without appropriate prior authorization will be grounds for disciplinary action. In emergency circumstances, the Immediate Supervisor or Principal may authorize overtime to resolve the emergency.

Section 4.13 Emergency Closing

Administrative leave is an administratively authorized absence from duty without loss of pay or charge to leave. The Principal has the authority and discretion to excuse employees from duty without loss of pay or charge to leave in appropriate, emergency circumstances and as determined to be in the best interest of the School. The Principal shall report such decision to the Board as soon as possible. Any non-emergency School-wide administrative leave or administrative leave extending for more than one day must be approved by the Board, which shall make a finding that such leave is reasonable.

During severe weather or other emergencies, the Principal has the authority to grant employees administrative leave. In the event that such an emergency occurs during non-working hours, local radio and/or television stations will be asked to broadcast notification of the closing.

When operations are officially closed due to emergency conditions, non-essential personnel are not to report to duty without the prior consent of their supervisor. Non-essential personnel that report to work without such authorization will not be paid for days on which the School is closed due to emergency conditions. Department heads shall post a list of positions which are designated as “essential personnel,” (refer to COOP Plan) all other positions are designated non-essential personnel.

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

It is up to the discretion of the Principal to designate emergency closure days as remote learning and/or work days for which designated staff will be expected to work from home. Moving to remote learning, instead of dismissing classes and/or staff keeps students, parents and employees safe while maintaining continuity of instruction/operations. Notification and additional information concerning remote learning will be communicated to families and staff. Employees working remotely, who are not exempt from the overtime requirements, will be required to accurately record all hours worked. Additionally, all remote workers are required to submit a Time and Effort form for any work performed remotely.

Section 4.14 Use of Vehicles and Equipment

- A. All travel authorization forms must be approved by the immediate supervisor prior to using school vehicle. Vehicles use approval or assignment shall be the responsibility of the transportation head or designee. All school vehicles are for official school business only. When using equipment, employees are expected to exercise care and follow all operating instructions, safety standards, and guidelines. Personal use of equipment or vehicles is grounds for discipline and shall also constitute earned income for tax purposes.
- B. Please notify the supervisor, upon return of the item, if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs prevents deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.
- C. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, including excessive or avoidable traffic violations, may result in disciplinary action, up to and including termination of employment. Payment of the cost of repairing damage to school vehicle shall be the personal responsibility of the employee.
- D. Use of school equipment and vehicles shall be for official school use only and employees are required to utilize the most direct round trip destination route. School equipment and vehicles shall not be loaned or used for personal use under any conditions.

E. Use of GSA and school-owned vehicles, buses or equipment by employees is not to be abused by any employee. Employees may not keep vehicles overnight at their residences and may not take such vehicles home. Off-duty employees and family members should not be passengers in school-owned vehicles or GSA vehicles at any time. Violations of this policy may result in disciplinary action, up to and including termination.

Section 4.15 Key Policy

- A. Keys to classrooms, dormitories, and other school buildings will be issued at the beginning of the school year and must be returned to the Administrative Assistant at the end of the school year, or upon the termination of employment with the school. Each employee shall be held strictly accountable for the key(s) issued to his/her, therefore, loaning keys is discouraged. Should any key(s) be lost or misplaced, employees must immediately report the loss to the employee's immediate supervisor.
- B. A \$100.00 charge will be assessed for each key to cover the cost of replacement of the key and changing of the lock(s). Should a Grand Key (i.e. master key) be lost or misplaced, the person assigned the key shall be held responsible for the cost of replacing all locks that could be opened by the key in the amount of five hundred (\$500.00) and sub-master key will be charged at three hundred (\$300.00) each.
- C. Loss of GSA and school-owned vehicles, buses and equipment keys will be the employee responsibility to recover the loss. Employee will pay the amount of the GSA invoice or replacement cost on all lost keys.

Section 4.16 Telephone Policy

Except in an emergency, all telephones, including assigned school cellular phones, are restricted to official business calls.

Personal cell phone use, including wearing earbuds or headphones, can be disruptive and may not be used during work hours, including for texting, making personal phone calls, listening to music or other audio, or using the Internet. Cell phones shall be on only for emergency use during work hours. Cell phone numbers must be current and up to date with Human Resource office.

Section 4.17 Security Inspections

- A. PCS shall maintain zero tolerance of substances, alcohol, firearms, explosives, dangerous instruments, or other improper materials. PCS prohibits the possession, transfer, sale, or use of such materials on its premises. PCS requires the cooperation of all employees in administering this policy. If a law is broken, local law enforcement shall be notified.

- B. Employee email accounts, desks, lockers, and other storage devices may be provided for the convenience of employees but will remain the sole property of PCS. Accordingly, any articles found within them, and any personal items can be inspected by any agent or representative of PCS at any time, either with or without prior notice. If a law is broken, local law enforcement shall be notified.

Section 4.18 Customer Service

All staff are expected to acknowledge, value, and support staff, students, families, and the community by:

- A. Creating a welcoming culture.
- B. Fostering an inclusive environment where all students are valued.
- C. Addressing problems with efficiency and concern.
- D. Actively partnering with parents to provide educational support to students.

Section 4.19 Family/Personal Matters/Gossip

Employees are expected to be professional and courteous with all other employees and students. Employees shall not gossip or carry malicious gossip about anyone in the PCS community, including students, parents, staff, or community members. Employees shall not interject family matters into relationships with fellow employees. Employees shall leave family problems at home. Violation of this section shall subject the employee to discipline up to and including termination.

Employees shall not incite disruption at the School or in the School's operation. Employees are expected to conduct themselves in a positive manner and promote PCS in a positive, healthy way.

Section 4.20 Violence in the Workplace

PCS has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect PCS or which occur on PCS property, will not be tolerated. Employees involved in domestic violence, orders for protection and related matters must take all possible responsible steps to ensure the violence does not come on to PCS or affect its students, staff or community. Employees involved in such matters may, be terminated from employment if PCS determines that their involvement in the above-described matters presents a risk or threat of harm to the health, safety and welfare of PCS's students, staff and/or community.

Section 4.21 Political Activities

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

- A. An employee shall not neglect his/her assigned duties and responsibilities because of permitted political activity.
- B. An employee may participate in any campaign and election so long as such participation does not interfere with his/her School duties and responsibilities.
- C. An employee shall not use the property, supplies, and equipment of PCS in performing political activities.
- D. With the approval of the Board, an employee may participate in any non-partisan campaign or effort that promotes Indian Education or protects the continuation of educational services to the students served by the School.
- E. An employee shall not appear to represent the school without prior written authority of the Board.
- F. An employee/Board member shall not participate in controversial issues outside the school campus in a manner that may reasonably be interpreted to be representative of the School or its position, reflects negatively on the School or P.L. 100-297 grant schools or in a manner that hinders the operation of the school.
- G. Employees are encouraged to process any complaints against the school and issues relative to the school or the school's operation through the grievance procedures. Said grievance procedures are designed to identify, explore, and resolve problems, complaints, or allegations about the school operations. The school is open to such concerns and desires to be informed of problems and issue, so they can be investigated and resolved.

Section 4.22 Maintaining Professional Staff/Student Boundaries

The School Board expects all staff to maintain the highest professional standards in their interaction with students. Staff are required to maintain an atmosphere conducive to learning by consistently maintaining professional boundaries. Staff/student boundaries are consistent with the legal and ethical duty of care that staff have for students.

The Board recognizes that staff may have familial and pre-existing social relationships with parents/guardians and students. Staff members should use appropriate professional judgment

when they have a dual relationship to students to avoid violating this policy, the appearance of impropriety, and the appearance of favoritism.

Employees whose child(ren), grandchild(ren), nieces, and nephews are enrolled in the kindergarten or dormitory, or who are otherwise on campus, shall not be allowed special privileges, including, but not limited to, visiting the parent at their work station, avoidance of checkout policies or other policies, or any other actions which diminish the employee's ability to perform their job, disrupt the workplace, impair efficiency of operation, detract from a professional appearance, or which could be construed to allow special privileges to said employee or the child(ren). All employees are required to make independent childcare arrangements for their child(ren) while on duty.

Section 4.23 Employee's Spouse and Visitors

Spouses, visitors, and guests of PCS employees are not to allowed to visit and remain with an employee at the employee's workstation for more than fifteen (15) minutes during work hours or stay with the employee during work hours.

Section 4.24 Employee Social Media Policy

1. Definition

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

2. Application

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

3. General policy

Any of your participation in, communicating, communication pursuant to or interaction with any social media or social networking that adversely affects: your job performance; the performance of fellow School staff; any other persons, companies, groups, or families associated with the School; the students; the School, or otherwise disrupts the operation of the School or adversely affects the School's reputation in the community, shall be grounds for disciplinary action up to and including termination. Inappropriate postings or communication pursuant to social media or social networking of any type, that may

include discriminatory remarks, harassment, threats of violence or similar inappropriate or unlawful conduct or postings which may otherwise disrupt the operation of the School shall likewise not be tolerated and may, in addition to being violations of other School policy related to harassment or discrimination, independently subject you to disciplinary action up to and including termination.

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

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

4. Staff-Student Relations

Employees are prohibited from establishing personal relationships with students that are unprofessional and thereby inappropriate. Examples of unprofessional relationships include, but are not limited to: employees fraternizing or communicating with students as if employees and students were peers such as writing personal letters or e-mails; “texting” students; calling students on cell phones or allowing students to make personal calls to them unrelated to homework or class work; sending inappropriate pictures to students; discussing or revealing to students personal matters about their private lives or inviting students to do the same (other than professional counseling by a school counselor); and engaging in sexualized dialogue, whether in person, by phone, via the Internet, or in writing. Employees shall not allow a “friend” relationship under Facebook with a student or any other such similar one-on-one electronic or digital relationship. Employees who post information on Facebook, Snapchat, Instagram or similar web sites that include inappropriate personal information such as, but not limited to: provocative

photographs, sexually explicit messages, use of alcohol, drugs or anything students are prohibited from doing, or which would be inappropriate for an employee of the school, must understand that if students, parents or employees obtain access to such information and if found to: disrupt School operations or programs; damage the School's reputation in the community; cause a reasonable reaction that has a negative impact on the School's operation, their case will be investigated by School officials, and if warranted will be disciplined up to and including termination, depending upon the severity of the offense. Additionally, certified personnel, depending upon the severity of the offense, may have their case forwarded to the appropriate state department for review and possible further sanctions. The Principal or designee reserve the right to periodically conduct Internet searches to determine if employees have posted inappropriate materials online. If inappropriate use of computers and web sites is discovered, the Principal or designee will download the offensive material and promptly take appropriate disciplinary action, up to and including termination of employment.

5. Specific Social Media/Social Networking Policies

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

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

B. Social Networking on Personal Devices

(Examples: cell phones, pda's, tablets, pc's)

Unless otherwise expressly allowed, there will be no communication through social media or social networking activity from personal devices during work time. When employees are on work breaks and lunch, activity is allowed only from devices which do not use this organization's network. During these times, it is especially important to adhere to the remainder of this policy for an understanding of potential consequences of posting information about our School, its programs, clubs, students, parents, faculty, school board and volunteers and to further ensure such use is strictly limited and does not go beyond lunch time or break time.

C. Offensive Comments

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

D. The Media

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

E. Use of School Name or Logo, Posting Pictures

You may not promote or sell any product or service online or off, post pictures involving the School or its students, which would represent the School or bear the School motto, mascot or logo without specific written permission of the Principal and Board of the School.

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

Section 4.25 Remote Work Policy

Generally, the School believes that its goals and objectives are best served when employees work in-person on School premises. However, the School recognizes that, in certain circumstances, remote working or telecommuting may be advantageous to both the employee and the School. It may also be necessary in the event of an extraordinary circumstance such as widespread illness, natural disaster, or other emergency situation.

1. Remote Working Arrangements. Remote working is not an entitlement or a School-wide benefit. The ability to work remotely is completely at the discretion of the School. Employees will not be permitted to file a grievance as a result of a denial of their request to work remotely or termination of the remote work arrangement. All requests to work remotely must be recommended by the employee's supervisor and the Principal and approved by the School Board prior to commencing the remote work arrangement. The School Board, in its discretion, may grant an employee a full-time, part-time, or short-term remote work arrangement provided that the employee's work is able to be performed remotely and the employee has consistently demonstrated the ability to effectively work independently. The Principal, with concurrence of the supervisor, may terminate a remote work arrangement or modify the conditions under which an employee is permitted to work remotely at any time.
2. Extraordinary Circumstances. In the event of an extraordinary circumstance such as widespread illness, natural disaster, or other emergency situation, it may be necessary to establish remote working arrangements for some or all employees. In these circumstances, the School will notify employees of whether they are expected to work at home full-time, part-time, or not at all. The School retains the right to change the remote working arrangement for any employee at any time.
3. Conditions of Remote Work. Unless specifically agreed upon, working remotely will not alter an employee's work schedule, job duties, compensation, benefits, or any other term and condition of employment. Further, while working remotely, employees will be

required to remain available during their normal work hours via email, phone, video conference, or other means. Failure to respond in a reasonable time frame may result in discipline and/or termination of the remote work arrangement. Employees with remote work arrangements are required to work productively, meet all job performance standards, and work on campus as needed to meet organizational needs. Remote work arrangements are not a permanent substitute for childcare or eldercare arrangements.

Employees who are working remotely are required to sign an agreement approved by the School Board, comply with any and all applicable School policies, procedures, and other related documents as they normally would if they were working on School premises. Engaging in prohibited conduct may result in disciplinary action as warranted.

CHAPTER V – EMPLOYEE BENEFITS PROGRAMS

Section 5.01 Employee Benefits

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

Section 5.02 Annual Leave Benefits

Annual leave with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification are eligible to earn and use annual leave benefits as described in this policy:

- A. Twelve (12) Month Full-Time Employees. All twelve (12) month full-time employees are eligible to earn six (6) hours of annual leave per pay period.
- B. New employees are not entitled to use any leave, except sick leave, during their ninety (90) day probationary period. Employees may not claim any retroactive leave after successfully completing their probationary period. New employees are entitled to accrue leave identified under these policies but may not use any such leave, except sick leave, until successful completion of the probationary period. If the employee does not successfully complete the probationary period, the employee shall not be paid for any accrued annual or personal time off.
- C. Any annual leave must be requested three (3) days in advance of the date of requested leave in writing to the supervisor. The supervisor shall ensure coverage and completion of all outstanding critical tasks prior to approving any leave. Annual leave can be used in thirty minutes (.5) hour increments. Requests will be reviewed based on a number of factors including, but not limited to, school needs and staffing requirements.
- D. Annual leave is paid at the employee's base pay rate. It does not include overtime or any special forms of compensation.
- E. Employees are all encouraged to submit their annual leave requests to their supervisors at the beginning of the fiscal year. In the event that available annual leave is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. If the total amount of unused annual leave reaches one hundred and forty (140) hours, annual leave will be capped and no further annual leave will accrue until such time as the employee's accrued annual leave is below one hundred and forty (140) hours. The employee will not receive compensation for annual leave in excess of the cap which is unused. When the employee uses paid annual leave and brings the available amount below the cap, annual leave accrual will begin again.

- F. Upon termination of employment, employees will be paid for any unused annual leave at or below the cap that has been earned through the last day of work, except in cases where an employee leaves employment under unfavorable conditions such as termination for just cause, unapproved resignation, and/or other unfavorable conditions while employed. All payouts may be subject to Board approval and availability of funds.
- G. School year regular full time employees and temporary employees are not eligible to earn annual leave time, nor are they paid for school breaks except for any holidays listed in Section 5.05.

Section 5.03 Sick Leave Benefits

PCS provides paid sick leave benefits to all eligible employees for periods of temporary absence due to an employee's personal medical needs.

Eligible employee classifications:

- Year-long (12 month) full-time employees
- School-year regular (10 and 11 months) full-time employees

School-year regular full-time employees will receive fifty (50) hours of sick leave, with half provided at the beginning of the contract and the remaining half provided on January 1. Employees who work less than the full contract term for the position will be prorated accordingly.

Year-long regular full-time employees will accrue sick leave benefits at the rate of four (4) hours per pay period. Sick leave benefits are calculated on the basis of a "benefit year", the twelve (12) month period that begins when the employee starts to earn sick leave benefits.

Paid sick leave can be used in increments of at least thirty minutes (.5) hour.

Employees who are unable to report to work due to personal medical needs should notify their immediate supervisor before the scheduled start of their workday if possible. The immediate supervisor must also be contacted on each additional day of absence. Employees may be required to submit a physician's note for absences due to medical appointments.

If an employee is absent for three (3) or more consecutive days due to personal medical needs, a physician's statement must be provided verifying the medical need and its beginning and expected end dates. Such verification may be requested for other sick leave absences as well and may be required as a condition of receiving sick leave benefits.

Before returning to work from a sick leave absence of three (3) consecutive calendar days or more for personal medical needs, an employee must provide a physician's verification that s/he may safely return to work to immediate supervisor and human resource office.

Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of eighty (80) hours of sick leave benefits. If the employee's benefits reach this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below the limit. Employees will be allowed to carry any unused sick leave from one (1) school year to the next.

Sick leave benefits are intended solely to provide income protection in the event of personal or family medical needs as detailed above and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment.

Section 5.04 Personal Time Off

All ten (10) and eleven (11) month full-time employees will be afforded eighty (80) hours of personal time off ("PTO") to be used throughout the school year.

All twelve (12) months full-time employees will be afforded one hundred (100) hours of personal time off to be used throughout the school year.

Half the yearly allotment of PTO will be provided at the beginning of the Employee's contract and the remaining half will be provided on January 1. Employees who work less than the full contract term for the position will be prorated accordingly.

If personal time off is not used, the balance will not be carried over into the next school year. No personal time off will be granted the first two (2) weeks of school and the two (2) weeks prior to the end of intersession or the end of the school year. The Principal may grant exceptions to this policy in the Principal's sole discretion.

Upon completion of employment contract, employee will be paid for unused personal time off.

Section 5.05 Holidays

A. PCS grants holiday time off to all regular full-time employees on the holidays listed below.

Approximate Date

- | | | |
|----|----------------------------|-----------------------------|
| 1. | New Year's Day | January 1st |
| 2. | Martin Luther King Day | 3rd Monday in January |
| 3. | President's Day | 3rd Monday in February |
| 4. | Good Friday | Friday before Easter Sunday |
| 5. | Sovereignty Day | 4th Monday in April |
| 6. | Memorial Day | Last Monday in May |
| 7. | Navajo Nation Memorial Day | June 1 |
| 8. | Juneteenth | June 19th |
| 9. | Independence Day | July 4th |

10. Labor Day	1st Monday in September
11. Indigenous Peoples' Day	2 nd Monday in October
12. Veteran's Day	November 11th
13. Thanksgiving Day	4th Thursday in November
14. Family Day	Day after Thanksgiving
15. Christmas Eve	December 24th
16. Christmas Day	December 25th

The specific dates for each holiday for each year will be established in the current school year calendar. In the rare circumstance that an exempt employee must work on a holiday identified above, the Principal, in their sole discretion, may allow the employee to observe the holiday as a floating holiday. An employee must schedule the use of the floating holiday with the Principal in the same manner as annual leave and receive approval prior to its usage.

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

Year-long regular full-time employees
 School-year regular full-time employees

- B. If a recognized holiday falls during an eligible employee's paid absence, holiday pay will be provided instead of the paid leave that would otherwise have applied.
- C. If a recognized holiday falls during an eligible employee's regular day off, holiday pay will not be calculated for pay.
- D. If an eligible non-exempt employee is required to work on a recognized holiday, he or she will receive holiday pay wages at two times his or her regular rate for the hours worked on the holiday. Exempt employees are not eligible for this holiday pay.
- E. Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

Section 5.06 Workers' Compensation Insurance

- A. All work-related injuries should be reported immediately to the HR Technician.
- B. PCS provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately. Employees who sustain a minor or major work-related injury or illness should inform their supervisor immediately. This will enable an

eligible employee to qualify for coverage as quickly as possible. Supervisors shall maintain a written log of the time, date, place, and nature of all such reported injuries.

- C. The supervisor or employee must complete a claim form and submit it to the Human Resources Office as soon as possible. The Human Resources Office is responsible for submitting the completed forms to the insurance carrier.
- D. Neither PCS nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by PCS. However, all such injuries and incidents must be reported to PCS.
- E. It is the employee's responsibility to ensure all necessary procedures are followed and documents prepared and submitted to support claims and receive benefits.
- F. PCS may require a post-accident or injury drug test. If the test is determined positive, PCS may not be liable for workers' compensation insurance benefit costs.

Section 5.07 Civic Responsibilities

PCS encourages employees to fulfill their civic responsibility by participating in elections and serving jury duty when required.

Generally, employees should be able to find time to vote either before or after their regular work schedule. Employees whose voting place is beyond a 50-mile radius from PCS, will be granted two hours of paid time off to vote.

If employees are required to serve jury duty, they may use available paid time off or request an unpaid jury duty leave of absence. Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are expected to report for work whenever the court schedule permits.

Either the School or the employee may request to be excused from jury duty if, in the School's judgment, the employee's absence would create serious operational difficulties.

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

Section 5.08 Bereavement Leave

- A. If an employee wishes to take time off due to the death of a family member, the employee should notify his or her supervisor immediately.
- B. Up to four (4) days per contract year of paid bereavement leave will be provided to eligible employees in the following classification(s):

Year-long regular full-time Employees
School-year regular full-time Employees

- C. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation. An employee may not receive compensation for unused bereavement leave.
- D. Employees will be allowed to use any available paid sick, personal time off, and/or annual leave for additional time off as necessary.
- E. Probationary employees are not eligible for bereavement leave.

Section 5.09 Administrative Reassignment with Pay

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

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

Section 5.10 Consolidated Omnibus Budget Reconciliation Act (COBRA)

- A. The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under PCS health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events includes resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.
- B. Under COBRA, the employee or beneficiary pays the full cost of coverage at PCS group rates plus an administration fee.
- C. PCS provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under PCS health insurance plan. The notice contains important information about the employee's rights and obligations.

Section 5.11 Family and Medical Leave Act (FMLA)

If the School has 50 or more employees it will adopt and follow the Family and Medical Leave Act and all interim and final regulations interpreting the FMLA issued by the U.S. Department of Labor. If the School has less than 50 employees it is not subject to and shall not follow the FMLA and all FMLA-related policies herein shall be void. At the time of the adoption of these policies the School does not have 50 employees; therefore, the FMLA and FMLA-related policies herein do not apply and/or are void. Accordingly, all portions of this policy that pertain to the FMLA shall be interpreted in a manner consistent with the FMLA and its regulations. Subject to qualifications noted above (50 or more employees) and the conditions set forth herein, any eligible employee of the School may take up to twelve (12) weeks of leave (FMLA leave) during any one fiscal year (July 1 to June 30), without pay, subject to the following.

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

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

Employees must be employed by the School for at least twelve (12) months and work for at least 1,250 hours during the previous twelve (12) months to be eligible for leave under this policy. Employees should ask the Administrative Services Supervisor for further assistance in determining his or her eligibility status.

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

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

A physician's statement must be provided verifying a serious health condition and its beginning and expected ending dates. Employees returning from medical leave associated with a serious health condition of the employee must provide a physician's verification of their fitness to return

to work. A physician's statement may be required to verify an employee's need to care for the son, daughter, spouse, or parent and an estimate of the amount of time the employee is needed for that care.

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

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

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

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

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

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

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

Section 5.12 Leave Without Pay

A. 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, PCS may provide leave without pay to eligible employees who request time off from work to fulfill personal obligations. Employees in the following employment classification(s) are eligible to request leave without pay as described in this policy:

Year-long regular full-time employees
School-year regular full-time employees

B. Eligible employees must request leave without pay from the Principal. The request must be in advance of the time requested. Leave without pay may be granted by the Principal for a period of up to 15 working days every one year. Leave without pay in excess of 15 working

days in one year must be recommended by the Principal and approved by the Governing Board.

- C. Approval for leave without pay will be evaluated based on a number of factors, including, but not limited to, anticipated workload requirements and staffing considerations during the proposed period of absence. All applications for leave without pay may be granted or denied by the school, in its sole discretion.
- D. Subject to terms, conditions, and limitations of applicable plans, the school may continue to provide health insurance benefits for the full period of the approved leave without pay.
- E. Benefit accruals, such as annual and sick leave, will be suspended during the leave and will resume upon return to active employment.
- F. If an employee fails to report back to work promptly (within 48 hours) at the expiration of the approved leave period, the school will assume the employee has abandoned the position.

Section 5.13 Military Leave/Reemployment

- A. A military leave of absence will be granted to employees, except those occupying temporary positions, to perform service with the U.S. uniformed services.
- B. The leave will be unpaid. However, employees may use any available leave for the absence.
- C. Benefit accruals, such as annual and sick leave, will be suspended during the leave and will resume upon the employee's return to active employment.
- D. Employees on military leave for less than 31 days are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on longer military leave must apply for reemployment in accordance with all applicable federal laws.
- E. Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining any benefits based on length of service.
- F. An employee who meets the “eligibility criteria” set forth in the Uniform Services Employment and Reemployment Right Act (USERRA) and the Veteran Benefits Improvement Act of 2004 (VBIA) shall, subject to the conditions, requirements and defenses set forth herein, be eligible for the reemployment rights as defined in the USERRA and VBIA and subject to the conditions and exclusions set forth therein. The School must reemploy uniformed service members returning from a period of service, if the service member:

1. Was employed by the School.

2. Gave the School notice that he or she was leaving the job for service in the uniformed services, unless giving notice was precluded by military necessity or otherwise impossible or unreasonable.
3. Has a cumulative period of service in the uniformed services not exceeding five (5) years.
4. Was not released from service under dishonorable or other punitive conditions.
5. Has reported back to the School in a timely manner or has submitted a timely application for reemployment in accordance with USERRA.

Section 5.14 Retirement Plan

- A. Pinon Community School, Inc. has a 401(K) Profit Sharing Plan. The plan is intended to provide retirement benefits for those participants who remain an employee of the school until their accrued benefits are vested or until they reach retirement age.
- B. The plan is an Employer and Employee Funded Contribution Plan. The plan is funded by deferrals from participant's pay and matching contribution on these deferrals that the school makes. The final retirement benefit depends on the income earned from those contributions.
- C. 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 the employee decides not to participate in the Salary Reduction Plan.
- D. The amount of salary deferral deducted from your pay is based on your election. The school will match dollar for dollar up to seven percent (7%) of employee's pay and the vesting period will be *three (3) years*. The employee may elect to defer up to fifteen (15%) of the salary, up to maximum of \$16,500 in any year. The amount one decides on as a salary deferral will remain unchanged until one decides and is allowed by the plan to change the election. Employees may change their deferral amount up to four times a year. These changes will go into effect on January 1st, April 1st, July 1st, and October 1st. (See the Plan Document for a more detailed scheduled).
- E. Complete details of the 401(k) savings plan are described in the Summary Plan Description provided to eligible employees. Contact the Human Resource Office for more information about the 401(k) plan.

Section 5.15 Short-Term and Long-Term Disability

Any employee that is out for work for seven (7) days or more due to illness, injury, and hospitalization is eligible for Short-Term disability. The insurance carrier will determine eligibility for Long-Term disability. The Human Resources Technician will assist in this process.

CHAPTER VI – STANDARDS OF CONDUCT

Section 6.01 Management/Supervisory Standards

- A. Role of Management. Supervisors must use the personnel policies to seek efficient and effective administration. PCS expects supervisors to provide leadership in implementing the policies and to set good examples for the employees.
- B. Adherence to management/ supervisory standards, as set forth below, is necessary to the maintenance of fair and impartial employee relationships among staff persons and to the proper and effective functioning of the School. Therefore, all employees in supervisory positions are expected to comply with the following supervisory standards of conduct. Failure to comply therewith will constitute a violation of this Policy and may result in discipline. All supervisors will comply with and fulfill the following standards of conduct:
1. Develop and maintain the highest possible level of performance in their work areas.
 2. Develop and maintain good employee working relationships and conduct in their work areas.
 3. Plan, organize, direct, coordinate and supervise all functional activities and responsibilities within their assigned work areas.
 4. Prepare budgets, performance reports and other documents as required.
 5. Submit reports and other documents to the Principal and School Board.
 6. Implement personnel policies and procedures as outlined in the Manual.
 7. Implement and maintain internal operating policies, procedures and control.
 8. Safeguard and account for assets for which there is a custodial responsibility.
 9. Represent PCS in official functions as directed.
 10. Approve or disapprove documents in accordance with established policies and procedures.
 11. Maintain reporting relationships.
 12. Coordinate activities with other departments.
 13. Monitor the presence of unauthorized individuals at the worksite and take appropriate action.

14. The supervisor shall at all times comply with all terms of the supervisory position description.
15. The supervisor shall at all times maintain open and honest communication with supervised staff personnel.
16. The supervisor shall at all times maintain a cooperative attitude toward all supervised staff for the accomplishment of defined goals.
17. The supervisor shall provide active support of supervised staff in accomplishing their assigned duties and their efforts toward professional development consistent with school and departmental goals and policies and within the limits of available funds.
18. The supervisor shall, at all times, adhere to all provisions of the Manual, including, but not limited to, Section 6.02, and shall enforce the terms thereof equally and fairly with regard to all supervised employees.
19. Ensure that all subordinate employees perform their work in a manner commensurate with their position description, duties, and contractual obligations.
20. Maintain compliance with all applicable laws and regulations and public health orders of the Navajo Nation and the United States.

Section 6.02 Standards of Conduct for all Employees

All employees shall be subject to discipline for the violation of any one or more of the following offenses:

1. The failure or refusal, without just cause, to obey or carry out any orders, instructions, assignments, or duties within the time designated by one in a position of authority for the performance of said orders, instructions, assignments or duties (insubordination).
2. The failure to maintain, to all persons, conduct, demeanor and speech exhibiting the respect and professionalism appropriate to the employee of an educational institution.
3. Failure, without just cause, to obey or comply with any directive or adopted and published policy of the Board.
4. The unexcused absence from one's duties or duty station for one hour or less twice in one week or four times in one year.
5. The unexcused absence from one's duties or duty station for more than one hour.
6. Idleness, sleeping, or unauthorized participation in non-job-related activities during duty hours.

7. Any act or failure to act which will foreseeably endanger or cause physical or emotional damage or educational or moral harm to any student of PCS at any time while said student is enrolled as a student, including an action that is subject to report under the SCAN protocol. PCS disallows corporal punishment, which is defined as "intentionally striking the child or other forms of abuse noted herein."
8. Any act or failure to act which will foreseeably endanger or cause physical harm to another employee of PCS.
9. Failure to disclose or report to a person in a position of relevant authority, any conduct, occurrence, information or condition, which if not so disclosed or reported, will or is likely to cause harm, loss or damage to PCS, or any employee or student thereof.
10. Any violation of the Drug Free Workplace Policy, including the abuse of any substance, including, but not limited to, alcoholic beverage, controlled substance or an otherwise lawful substance which, when used other than as intended by the manufacturer, alters the perception or physical reaction of the person using or consuming that substance or the vapors thereof.
11. The unauthorized use, or the illegal operation, of any vehicle owned, leased, or in the possession of the Board or the United States government, or permitting of such unauthorized use or illegal operation by another.
12. The use, without proper authorization of the Board, of School or governmental property.
13. The alteration without proper authority, or falsification of any official student or School record, reinstatement, certificates, grades, ratings, or reports with regard to any test, certificate or appointment.
14. Theft of property belonging to or in the care and/or custody of the School or any other employee or student of the School.
15. No employee shall place or allow him or herself to be placed in a situation or pursue a course of conduct involving a student which will or may be reasonably perceived by the student or such other person or persons who may also be present, as compromising to the welfare, morality, or comfort of the student.
16. No employee shall either solicit or accept any reward, favor, gift, or any other form of gratuity for the anticipation of, or in return for, any performance or non-performance of any duty from a vendor, contractor, firm, or individual or any other source having or proposing to have or do business with the School, its programs, or operations.
17. No employee shall conduct or participate in any unauthorized political activity during working hours or when using School property or facilities.

18. No employee shall presume to speak for, or on behalf of, the School, the Board, or the administration unless specifically authorized to do so. An employee who is officially designated to speak shall be accurate at all times, shall exercise proper restraint, and shall show respect for the opinions of others when serving as a designated spokesperson in public statements and proceedings relating to the School, its policies or operations.
19. Employees shall dress and limit display of physical ornamentation (tattoos; piercings; jewelry; and other ornamentation) in a manner appropriate and proper with respect to their position, the occasion and their function while on duty or when representing the School in any capacity. Inappropriate physical conditions (commonly referred to as hickeys, love marks, etc.) shall not be observable. Tattoos on arms and legs shall be covered.
20. No employee shall discuss or divulge confidential aspects of programs or operations or any other sensitive or confidential information, either to or with another employee not entitled to the information or to a person or group outside of the School, without the specific authorization of the Principal.
21. Failure of a supervisor to comply with Section 6.01 of this Manual.
22. No employee shall engage in any activity of misconduct, abuse, or harassment of a sexual nature towards any other employee or student of the PCS.
23. No employee shall use or be under the influence of any substance which may alter the mind or impair the physiological functioning while on duty.
24. Employee arrested or convicted by any recognized police agency or judicial body for abusing or being under the influence of substances, including alcohol, may be disciplined under these policies.
25. Employee shall notify, in writing, their supervisor within twenty-four (24) hours after being arrested for any offense.
26. The employee shall not directly or indirectly, give, render, pay, offer, solicit, or accept any money, service, or other valuable consideration for or on account of any appointment, grade, proposed appointment, promotion, or proposed motion to a position at the School or affiliated with the School or any business transactions of the School.
27. No employee of the Human Resource office, examiner, or other, will obstruct another from examination, eligibility certification or appointment under these policies, nor to furnish special or unpublished information for the purpose of affecting the rights or prospects with respect to employment.
28. Employee shall not induce or attempt to induce any employee or student to commit an unlawful act or acts in violation of these policies, Navajo Nation, United States, or State of Arizona laws or regulations.

29. Employee shall not engage in vending, soliciting, or collecting contributions on the campus at any time, without prior written authorization of the Principal.
30. Employee shall not use equipment of the School without proper authorization.
31. Employees will at all times be responsible for all School property. Carelessness or negligence with school property shall be a violation of these policies.
32. Any violation of the law of any jurisdiction while on school property (including school/GSA vehicles), on school business (including travel) or while involved in any school-related matter.
33. Employee shall not possess, consume, or be under the influence of any alcoholic beverage or controlled substance while on school property (including school/GSA vehicles), on school business (including travel) or while involved in any school-related matter.
34. Generally, employees of the Pinon Community School are expected to conduct themselves on the job in a respectable manner. Employees are considered to be on the job at all times when they are on campus or otherwise on official school business on or off campus.

Section 6.03 Drug-Free Campus Policy

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

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

- A. Conviction: A finding of guilt or the imposition of sentence, or both, by a court of competent jurisdiction, concerning a criminal violation occurring in the workplace, of any drug law of the United States of America, the State of Arizona, or other state, or the Navajo Nation.
- B. Drugs: Alcoholic beverages, controlled substances as defined in the Controlled Substances Act, Schedules I through V, 21 U.S.C. § 812, the laws of the State of Arizona, and the laws of the Navajo Nation and any lawful substances which, when used other than as intended by the manufacturer, alters the perception or physical reaction of the person using or consuming that substance or the vapors thereof.

- C. Drug Abuse: Unlawful manufacture, distribution, dispensing, possession or use of an alcoholic beverage, controlled substance or an otherwise lawful substance which, when used other than as intended by the manufacturer, alters the perception or physical reaction of the person using or consuming that substance or the vapors thereof.
- D. Workplace/Campus: The grounds and buildings of Pinon Community School Board, Inc., all equipment and vehicles belonging to or under the authority of Pinon Community School Board, Inc., all roadways and parking lots within the exterior boundaries of the land granted to Pinon Community School Board, Inc., and any location where the employee is performing School duties or functions. This definition shall specifically exclude the interior of residences used by employees exclusively for residential purposes which are under the authority or maintenance of PCS.
- E. A signed Drug Free Campus policy statement will be filed in the Personnel file for each employee.

Section 6.04 Controlled Substance and Alcohol Testing Policy

Purpose. In compliance with the Drug-Free Workplace Act of 1988 and Drug-Free Workplace Policy, PCS is committed to ensuring the safety and productivity of staff and to ensuring the safety and learning environment of our students. For these reasons, PCS is committed to the elimination of drug and alcohol use and abuse in the workplace. The purpose of this policy is to deter the use and abuse of drugs and alcohol in the workplace by establishing standard procedures for drug and alcohol testing for all employees. This policy therefore applies to all employees and applicants. CDL holders, however, may be subject to additional requirements.

Required Testing

All testing will be done in accordance with the terms and procedures set forth in A.R.S. §23-493 *et seq.* The A.R.S. §23-493 *et seq.* provisions are being used as PCS policy, not as Arizona law. PCS is not subject to Arizona law or Arizona courts and disclaims any such jurisdiction or application of the law; however, PCS is adopting the procedures and terms set forth in A.R.S. §23-493 as its own policy, not as Arizona law in that it is a recognized process for drug testing.

PCS may require the collection and testing of samples for any job-related purposes consistent with business necessity including:

- A. Random Testing.** PCS reserves the right to randomly test employees for compliance with its drug-free workplace policy. As used in this policy, “random testing” means a method of selection of employees for testing, performed by an outside third party. The selection will result in an equal probability that any employee from a group of employees will be tested. Furthermore, PCS has no discretion to waive the selection of an employee selected by this method.
- B. Reasonable Suspicion.** Employees who a manager or supervisor reasonably suspects may be affected by the use of drugs or alcohol that they use may adversely affect the job

performance or work environment based on (but not limited to) observations of apparent workplace use, possession or impairment may be subject to testing.

- C. **Post-Accident.** Employees who have been involved in accidents or caused damage to PCS property or other financial loss to PCS may be subject to testing.
- D. **Pre-Employment.** All applicants whom the Board recommends for hire are subject to drug testing as may be required by the position description before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

Drug Testing Procedures

- A. All testing will be conducted by a licensed independent medical laboratory, which shall comply with scientifically accepted analytical methods and procedure
- B. Testing will be conducted under procedures established by the laboratory to ensure privacy of the employee, while protecting against tampering/alteration of the test results.
- C. PCS will pay the cost of the testing and transportation, including the confirmation of any positive test result. Employees will be considered engaged in work for the time spent in taking any tests and will be compensated for such time at their regular rate.
- D. The employee or applicant will undergo the most minimally invasive test available that is appropriate for the substance(s) in question. This may involve but is not limited to collection of saliva, urine, blood or hair.
- E. Employee refusal to take a drug test or failure to cooperate with such testing is subject to discipline up to and including termination from employment.
- F. All drug testing results will be kept confidential.
- G. Employee may be placed on Administrative Reassignment during the period of investigation. On receipt of a confirmation test, the employee will be subject to disciplinary action as described below.
- H. **Right to Explain Test Results --** All employees and applicants have the right to meet with the testing laboratory personnel, and with PCS to explain their test results. These discussions should be considered confidential except that information disclosed in such tests will be communicated to personnel within PCS or within the lab who need to know such information to make proper decisions regarding the test results or regarding the employment of the individual.
- I. **Right to Review Records --** Employee may request a copy of the lab results. When an employee or applicant disagrees with the test results, the individual may request that the testing laboratory repeat the test. Such repeat testing will be at the expense of the

individual, unless the repeat test overturns the original report of the lab, in which case PCS will reimburse the employee or applicant for the costs incurred for the retest.

Substances Covered by Drug and Alcohol Testing

Employees will be tested for their use of commonly abused controlled substances, which include alcohol impairment, amphetamines, barbiturates, benzodiazepines, opiates, cannabinoids, cocaine, methadone, methaqualone, phencyclidine (PCP), propoxyphene and chemical derivatives of these substances.

Employees must advise testing lab employees of all prescription drugs taken in the past month before the test and be prepared to show proof of such prescriptions to testing lab personnel. Since PCS does not recognize Arizona law, it does not recognize state-issued prescriptions for marijuana or medical marijuana cards.

Confidentiality Requirements

- A. The school will maintain employee privacy. Personnel records, including drug testing results, will be maintained in a locked file accessible only to the Principal and Human Resources.
- B. All employee records and any other records are private or sensitive nature is considered confidential. Confidential records should not be read or discussed by any employee, unless it pertains to the employee's job requirements.
- C. Testing laboratories may conduct testing only for substances included in this policy and may not conduct general testing related to the medical conditions of the individual that are unrelated to drug use.

Violation and Discipline

- A. Intervention Program - An employee may choose to participate in an intervention or counseling rehabilitation program, at own expense, after being subject to the disciplinary action for the violations of drug-free policy. Employee shall make appointments and submit documentations upon the completion of the program(s) before returning back to work. It is at the sole discretion of the Board to determine the parameters of any employment obligations or leave associated with employee's participation in an intervention or counseling rehabilitation program.
- B. An employee reporting for work while impaired or under the influence, or who becomes impaired while at work is subject to disciplinary action and proper authorities will be notified.
- C. In the event it is alleged, but not established, that an employee has violated this policy, the employee will be put on Administrative Reassignment during the period of investigation.

- D. The employee may be terminated immediately and will not be considered for rehire until he or she can show that he or she has remained drug-free for a period of two years or more.

Section 6.05 Conditions of Employment

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

- A. Abide by the terms and requirements of this Policy and of the Drug Free Workplace Notice provided to each employee.
- B. Notify the Human Resources Technician or designee in writing within five (5) calendar days of his or her conviction by any court of competent jurisdiction of drug abuse involving a controlled substance occurring outside the place of employment.
- C. Make available and permit inspection, for the purpose of assuring a drug-free workplace, of all government, school, and personal property in or brought into the workplace which is under the control or use of the employee. Any such inspection may be made without prior notice being given to the employee.

Section 6.06 Smoking/Chewing Tobacco/Controlled Substances

- A. In keeping with the school Mission Statement and to provide a safe healthy work environment, smoking, tobacco, E-Cigarettes, and possession and/or use of controlled substances are prohibited throughout the campus. This policy is in addition to all other policies regarding tobacco, alcohol, and controlled substances. Employees shall not bring tobacco products on campus.

This policy does not prohibit ceremonial use of tobacco or bringing tobacco on campus for those purposes if the person in possession of the tobacco has notified the Principal of the ceremonial or specific use and has received prior approval by the Principal.

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

Section 6.07 Motor Vehicle Operation Policy

PCS has been directed by the Bureau of Indian Affairs (BIA) officials to adopt a Motor Vehicle Safety Policy consistent with their directive. This policy is necessary given the documented, national problem and resulting tragedies from unsafe driving in general and particularly driving motor vehicles while under the influence of alcohol or controlled substances. Allowing such conduct or the reasonable possibility of such conduct in school vehicles or in relation to school or school activities cannot be tolerated.

A. Definitions

1. **Motor Vehicle.** A PCS, GSA owned, rented or leased motor vehicle and/or privately owned, rented, or leased motor vehicle, with a gross vehicle weight (GVW) of less than 26,000 pounds, designed to transport less than 15 people, and which does not haul hazardous materials or tow vehicles with a GVW of 10,000 pounds or more (e.g. sedans, light trucks, sports utility vehicles (SUVs), cargo cart and all-terrain vehicles (ATVs)).
2. **Motor Vehicle Operator.** An employee who drives a motor vehicle, including commercial motor vehicles, in the performance of their duties and responsibilities or while engaged in PCS matters.
3. **Commercial Operator.** An employee who operates a commercial vehicle and is required to possess a Commercial Driver's License (CDL).
4. **Commercial Motor Vehicle.** A vehicle having a GVW rating of more than 26,000 pounds, a vehicle towing a trailer weighting 10,000 pounds or more, a vehicle hauling hazardous material which requires display signs noting the hazardous material content of the vehicle, a vehicle designed to transport 15 or more people including the driver, or a school bus. Operators of these vehicles must have a valid CDL.

B. Driver Qualifications

An Employee may be authorized to drive on PCS business or related activities if he or she satisfies the following requirements upon hire:

1. Be eighteen (18) years of age or older;
2. Have a valid, unrestricted Arizona driver's license (interlock restrictions);
3. Have the requisite experience needed to drive the type of vehicle being assigned or use;
4. Have no convictions or uncontested citations within the three-year period immediately preceding their submittal of GSA Form 3607, Motor Vehicle Operator's License and Driving Record (or such similar form as may be developed by PCS), for Reckless Driving, Driving While Intoxicated (DWI), Driving Under the Influence (DUI) or leaving the Scene of an Accident;
5. Have not demonstrated a pattern of unsafe driving or behaviors (e.g., drug or alcohol abuse, multiple alcohol or drug related traffic or other offenses, unusual aggression, etc.) that would cause a supervisor to question the likelihood that the individual will drive safely and prudently while on PCS business;
6. Possesses current PCS Motor Vehicle Operators Authorization from his/her supervisor in order to drive a school-owned vehicle;

7. Have a valid defensive driving certificate on file;
8. Have no uncontested violations for a five year period; and
9. Submit proof of adequate personal vehicle liability insurance coverage.

Employees' driver's license records shall be checked annually to determine if they continue to qualify for school driving privileges.

C. Rules and Responsibilities

1. The highest human relations position at PCS, presently, Human Resources Technician, hereinafter "PCS HR" is responsible for carrying out the requirements of this policy.
2. PCS managers, supervisors, administrators and other applicable employees must:
 - a. Carefully consider whether duties and responsibilities assigned to an employee under their supervision require the operation of a motor vehicle in the performance of official, responsibilities or activities, including duties of record and other duties assigned or historically assigned to such positions or activities, and if so, ensure that it is noted in the employee's position description and that possession of a valid driver's license be required for employment in that position;
 - b. Ensure that each PCS Motor Vehicle Operator under their supervision possesses a valid driver's license that indicates State authorization to operate the class of vehicle required in the performance of their duties. The supervisor shall also conduct an annual review of the Employee's current license and a current motor vehicle driving record. If at any time the supervisor has a concern with an Employee's driving record, he or she will initiate a review of the Employee's driving record. Failure to meet this responsibility may result in disciplinary action against the supervisor;
 - c. Ensure that all term contracts and commercial contracts under their administration, at the time of contract renewal, include certification from the employees and third-party contractors certifying that they will self-administer and ensure compliance with the requirements of this policy;
 - d. Based on available information, ensure no authorization is given to individuals with restricted driving privileges (i.e., home to work licenses); and
 - e. Ensure that no Motor Vehicle Operator is permitted to operate a "motor vehicle" in the performance of official duties while: (a) intoxicated or influenced by ingesting controlled substances or consuming intoxicating beverages, including any impairment resulting from the use of prescription or over-the-counter drugs;

or (b) impaired by a medical or physical condition, or other factor that affects his/her motor skills, reaction time, or concentration.

3. Immediately terminate driving privileges for a Motor Vehicle Operator who is:
 - a. Arrested for, charged with, or convicted of Reckless Driving, Driving While Intoxicated (DWI), or Driving Under the Influence (DUI);
 - b. Arrested for, charged with, or convicted of a criminal offence related to a traffic incident involving alcohol or drugs, including but not limited to vehicular homicide, vehicular manslaughter, or endangerment;
 - c. Disqualified from holding a State driver's license, including restriction, suspension, revocation, or cancellation of a State driver's license for the type and class of vehicle operated;
 - d. If employee is required to possess a CDL to perform employee's job-related duties and upon request, fails to provide a valid CDL medical certificate; or
 - e. If no positions are available, for which Employee is qualified, that do not require a valid driver's license, the supervisor shall initiate termination proceedings under PCS policies.

4. As directed in this Policy, take appropriate action when a Motor Vehicle Operator:
 - a. Is convicted for operating a motor vehicle under the intoxicating influence of alcohol, narcotics, or pathogenic drugs;
 - b. Is convicted of leaving the scene of an accident without making his or her identity known;
 - c. Is not qualified to operate a "motor vehicle" safely because of a physical or medical condition;
 - d. No longer possesses a State license by revocation or suspension;
 - e. Fails to report incidences noted in paragraph 5 above to his or her supervisor; or
 - f. Exhibits behaviors inconsistent with the safe and prudent operation of a motor vehicle.

Employee's supervisor shall initiate appropriate disciplinary action against Employee pursuant to PCS Policies and Procedures, up to and including termination.

5. Take appropriate actions to investigate allegations of employee's alcohol or drug abuse problem or history of unsafe driving, regardless of whether or not the employee has ever

been charged with an offense. Supervisors may, at their discretion, consider a pattern of unsafe driving acts as a factor in determining whether an employee meets the driver qualifications. (For example, an employee is convicted of DWI or other unsafe driving practices over a five (5) year period, with DWI arrest longer than three-years preceding their submittal of GSA Form 3607 or similar PCS Form, Motor Vehicle Operator' License and Driving Record.)

6. Employees generally have a responsibility to inform supervisors of operator incidents or behaviors that would be considered covered by this policy or represent unsafe driving behavior. All employees share an affirmative duty to ensure PCS vehicles are used properly by responsible individuals who have a high regard for both personal and public safety while operating a government vehicle. Employees shall report any suspected violations to their supervisor. Due to the public safety implications of this duty to report, Employees failing to report as required under this policy shall be disciplined, up to and including termination.

D. Operator Requirements

Motor Vehicle Operators must:

1. Comply with State, local, and tribal traffic laws and the lawful instruction of emergency and law enforcement personnel;
2. Abstain from ingesting controlled substances, intoxicating beverages, prescription drugs, or other medications that caution against operating a motor vehicle when taken to avoid being impaired while driving;
3. Not transport intoxicating beverages, controlled substances, or any passenger who is in possession of intoxicating beverages or controlled substances without written approval of immediate supervisor. Exceptions to this prohibition are allowed for social services, emergency, and law enforcement personnel whose duties and responsibilities require otherwise;
4. Not transport unauthorized passengers, including non-employees, in a PCS owned or leased motor vehicle;
5. Report to his/her supervisor any medical or physical condition, including the use of controlled substances, prescription, or over-the-counter drugs, which may impair the driver from the safe operation of a motor vehicle;
6. Successfully complete motor vehicle safety training at least every three years;
7. Notify their supervisor if their State driving privileges are restricted, suspended, revoked, or cancelled, or if they have been otherwise disqualified from holding a license. Employees are also responsible for reporting any situation that may alter their authorization or ability to operate a motor vehicle, such as any legal or court ordered suspension of driving privileges or any limiting medical conditions;

8. Report all incidents involving a "motor vehicle" that occur during the performance of their official duties. Operators of a PCS vehicle while on official business who are involved in a motor vehicle accident may be drug tested. Post-accident drug testing shall be mandatory for all bus drivers;
9. Report all on-duty incidents involving a "motor vehicle" that could result in a violation, citation, charge, arrest, warrant, or civil action;
10. Report all incidents involving a "motor vehicle" and the use of controlled substances or intoxicating beverages; impairment resulting from prescription or over-the-counter drugs, illness, or medical condition; or other factors that impair concentration, motor skills or reaction time;
11. Report any restriction, suspension, revocation, or cancellation of their driver's license, for any length of time, or any disqualification from holding a State, commercial, or international operator's license; and
12. Notify supervisors of these incidents no later than the following business day after their occurrence. Failure to inform the supervisor of any such situation may subject employees to disciplinary action, up to and including termination.

Section 6.08 Authorization Procedures

- A. All employees whose job requires operation of a motor vehicle must annually request authorization to operate a motor vehicle in carrying out the duties of their positions.
- B. All employees must annually submit to their supervisor GSA Form 3607 (or such similar form as may be developed by PCS), Motor Vehicle Operator's License, and Driving Record request for renewal. In completing the form, individuals will provide a response to all questions (Section II) and certify that their statements are true and correct to the best of their knowledge (Section III). This Form must be submitted prior to the start of the employee's contract each year. **It is the employee's responsibility to timely submit the Form. Failure to submit the Form shall be grounds for the nonrenewal of employee's employment contract and disciplinary action.**
- C. Supervisors will review the GSA Form 3607 or PCS Form for accuracy and completeness, complete and sign Section IV—Supervisory Review, and forward to the PCS HR.
- D. Supervisors will and take action as appropriate, including the renewal or revocation of PCS driving privileges.

Section 6.09 Failure To Report Incidents Involving Motor Vehicles

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

- A. Should an employee's PCS driving authorization be revoked pursuant to this policy, the employee may be reassigned to another position which does not require a PCS Driving Authorization if available or be terminated as an employee. Failure to possess a valid and current PCS Driving Authorization or valid State driver's license if either is required under Employee's job description or in the performance of their duties constitutes good cause for dismissal.
- B. Appeals or grievances regarding any action taken pursuant to this policy should be pursuant to the appeals and grievances procedures in these policies and procedures.
- C. This Policy is enacted to protect the health, safety and welfare of our students, staff and community.

Section 6.10 Consensual Amorous Relationships

PCS strongly discourages any consensual amorous relationships involving any employee with another employee, and absolutely prohibits such a relationship between an employee and a supervisor where the supervisor has direct authority, influence or responsibility with regard to that employee. Such authority, influence or responsibility includes, but is by no means limited to, in the employment setting, carrying out assignments, evaluations, promotion or disciplinary decisions, and the instructional setting. Such situations tend to interfere with the objectivity of the supervisor's decisions with respect to the employee. In addition, the authoritative position of one party may create an environment that diminishes the freedom of the other to alter or terminate the relationship. Third parties may also be injured by a sexual relationship between other parties if they are denied privileges that accrue to those who participate in the relationship. Supervisors or other employees who engage in such consensual relations and do not voluntarily resign from their employment shall be subject to dismissal.

CHAPTER VII – DISCIPLINARY PROCEDURE

Section 7.01 Disciplinary Action

- A. PCS policy towards disciplining employees is generally reflected in the recommendations in the Table of Penalties. If an employee engages in an act of misconduct, which is not addressed in the Table of Penalties, the supervisor shall select an appropriate penalty in consultation with their immediate supervisor, department director, and/or the Principal.
- B. Notwithstanding Section 7.01 A and recommendations in the Table of Penalties, the specific type and degree of disciplinary action to be taken in a particular situation shall be determined by the facts and circumstances of each situation. Previously documented disciplinary action(s), the degree of the conduct involved, and other mitigating and aggravating factors shall be considered in determining what penalty should be imposed. Disciplinary action shall not be limited to that which is prescribed in the Table of Penalties and actions may be combined.
- C. Non-Disciplinary Action

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

1. The employee's evaluation procedure or the resulting evaluations.
2. Letters or memoranda directed to an employee containing directives or instructions for future conduct.
3. Counseling of an employee concerning expectations of future conduct.
4. Expectation Agreements, Professional Development Plans and Performance Improvement Plans or similar processes.
5. Non-renewal of a contract of an employee employed by the school.
6. Counseling Memoranda – Counseling memoranda may be used to inform employees of the above-described matters. Counseling memos are not discipline or disciplinary action. Counseling memos are considered a positive, pro-active, cooperative approach to potential problems. They also serve to provide notice to employees of potential problem areas prior to them becoming discipline issues.
7. Reassignment with Pay – An employee may be temporarily reassigned with pay by the Principal or Board to allow the School to complete an investigation while maintaining the status quo; to protect the health, safety and welfare of the students, staff, employees and all other parties; other considerations relating to the rights of the parties or others; and, as

may otherwise be in the best interest of PCS and the orderly operation of PCS. While on such temporary reassignment, the employee remains subject to the directives of the employee's supervisor, the Principal and School Board and such other conditions as may be established to accomplish the above-stated purpose. An employee's failure to follow directives, participate in any investigation and/or otherwise comply with reassignment conditions and School policies while on a reassignment with pay shall be deemed insubordination and shall be grounds for separate disciplinary action, up to and including termination.

D. Types of Disciplinary Action

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

1. Warning (Verbal/Written): When a warning (Verbal/Written) is issued, it should be done in private and a copy of the letter covering the details of the warning sent to the Human Resources Office. Where appropriate, a reasonable period of time for improvement or corrections will be allowed before taking further action. A witness shall be present only when necessary. Written warning will, upon the employee's written request, be removed from an employee's personnel file after a 12-month good conduct period.
2. Suspension: Suspension consists of a period of time during which an employee will not work and shall not receive compensation. The maximum suspension period shall be thirty working days.
3. Termination: Involuntary Termination is covered in Section 10.02 of this Manual.
4. Demotion.

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

E. Guidelines and Procedures for Disciplinary Actions

1. Initiation of Disciplinary Action. Disciplinary action may be initiated only by an employee's supervisor, department head or by the Principal, or in cases involving the Principal, the Board. The employee shall be notified in writing of the disciplinary action and the basis, therefore. The employee's supervisor shall, in general, commence disciplinary action against the employee within five (5) calendar days of being made aware of the offense(s); however, disciplinary action is not required to be taken during this time frame and may be delayed for additional investigation or other considerations, procedures or actions to ensure thoroughness and fairness to all. The person who initiates disciplinary action shall sign the notification, and copies shall be supplied to the appropriate department head, the Principal and the Human Resources Manager for placement in the employee's personnel file.

2. Authority to Carry out Disciplinary Action. Disciplinary action in the form of a written reprimand may be carried out by the immediate supervisor or department head. Disciplinary action in the form of suspension with or without pay, or termination requires the approval of the Principal.
3. Notification Disciplinary Action. Each form of disciplinary action shall include written notification to the employee which includes:
 - a) A description of the specific acts or admissions upon which the disciplinary action is based;
 - b) An identification and/or description of the policies, laws, regulations, guidelines or other requirements which were violated by the employee's acts or omissions;
 - c) A summary of any, if any, prior discussions and/or formal or informal disciplinary actions regarding similar related or other matters/violations. Prior discussions or actions are not required and disciplinary action may be imposed without them;
 - d) The disciplinary action to be taken including dates and duration where applicable;
 - e) The improvement or correction expected, if applicable; the consequences of the employee's failure to make required improvements or correction or if such conduct or actions continue; and
 - f) The appropriate appeal procedure.
4. If the employee is present and available and other reasons do not prevent it, employee shall be offered the opportunity to review, sign and date any notice of formal disciplinary action. Given the opportunity, the employee shall sign the notice. The employee's signature indicates that the employee has had the opportunity for review but not necessarily that the employee agrees with the action. If the employee refuses to sign, a witness to such refusal may sign and date the notice. Employee's refusal to sign the letter as described above shall be an additional incidence of insubordination which shall be the grounds for separate and additional disciplinary action up to and including termination. Where notices are not or cannot be issued in person, they shall be delivered by mail and email to employee's last address of record with PCS It shall be employee's responsibility to ensure that PCS has employee's correct, current mailing and email address and that employee collects and reviews mail at that addresses in a timely fashion.
5. An employee may file an appeal regarding any formal disciplinary action. Employee should refer to the applicable policy, 7.02, for appeal procedures and timelines. Employee's failure to know and use the proper appeal procedure shall constitute a waiver of any such appeal.
6. Notice under these disciplinary, appeal, grievance and termination policies shall be deemed given upon delivery to employee or three (3) days after mailing to employee's last address of record.
7. An Employee must, and as part of their contract with the school, has agreed to exhaust this and all other possible remedies provided by the school prior to taking any action outside these policies. Employee's failure to exhaust Employee's remedies provided under this contract shall be a breach of their contract and grounds for disciplinary action,

up to and including termination of employment. Further action, including action outside the school is contractually barred if Employee fails to exhaust the remedies available under these policies.

Section 7.02 Appeals Procedure

- A. Purpose: The purpose of the appeals procedure is to provide those eligible employees with a uniform and equitable method of resolving certain actions taken while employed by the PCS. This procedure is intended to assure that any eligible employee will be treated fairly and within the policies and procedures of this Policy and any other applicable federal laws. This procedure shall be used for actions regarding reprimands/warnings, demotion and suspension.
- B. Eligibility: All regular, full-time and part-time employees are eligible. Temporary and Probationary employees are not entitled to the appeal procedure.
- C. Procedure
 - 1. Appeals must be filed with the employee's immediate supervisor as set forth below, or if the appeal is by the Principal, with the Board President. The appeal must state with specificity the action being appealed and must include specific grounds for the appeal including, but not limited to, all relevant facts, circumstances, dates, times, places, statements and witnesses. Appeals not containing the above shall be dismissed and employee will be deemed to have waived employee's right to appeal.
 - 2. Any employee desiring to file an appeal must do so within five (5) working days after being notified that they have been warned/reprimanded, demoted or suspended. Appeals not filed within the timeline shall not be considered. Employee, for the purposes of this section shall be deemed to have been "notified" of the disciplinary action at the time the notice of disciplinary action is delivered to employee or three (3) days after the notice of disciplinary action has been mailed to employee's last address of record with PCS.
 - 3. The immediate supervisor may within five (5) working days of receiving the appeal elect to resolve the appeal in writing or refer it to the Principal with recommendations. The immediate supervisor shall provide employee notice of supervisor's action.
 - 4. If the immediate supervisor takes no action within five (5) working days of receiving the appeal, employee may, within the five (5) working days thereafter, appeal the decision to the Principal.
 - 5. If the immediate supervisor issues a written decision on the appeal, the employee may, in writing, within five (5) working days of the date of notice of the written decision, appeal the decision to the Principal. Employee's request for further appeal shall be in writing, state the basis for the appeal and be delivered to the Principal's office within the above five (5) day period. Employee may come on to campus, notwithstanding employee's

letter of reassignment, to deliver this and any other further appeal unless expressly directed otherwise.

6. If the employee timely appeals the immediate supervisor's decision or the immediate supervisor refers the appeal to the Principal, the Principal shall resolve the matter with employee's concurrence or hold a hearing within ten (10) working days after employee's appeal to the Principal and render a decision that either supports or dismisses the appeal within ten (10) days of the hearing. Written notice of the time and place of the hearing shall be delivered or mailed to the employee five (5) days before the hearing. The Principal may allow the appellant or other parties the opportunity to address the appeal. The parties may be represented by counsel and/or cross exam witnesses. The Principal, upon rendering a decision, shall provide notice of the decision to the employee. If the subject of an appeal is a warning/reprimand not initially imposed by the Principal, the Principal's decision is final. There is no further appeal. If the subject of the appeal is other than a reprimand/warning or if the Principal initiates the reprimand/warning, then appellant may proceed to the next appeal level.
7. If the appeal is still not satisfactorily resolved by the Principal in writing, the employee may, in writing, request the Board to add the appeal to the next regular Board meeting agenda. This further request must be made by employee within five (5) working days of notice of the Principal's decision. The further request shall be made through the Principal by delivery of the request to the Principal's office within the time set forth above.
8. Upon receiving a timely appeal, the Board shall, within a reasonable time, schedule a hearing before the Board or a hearing officer. The Board shall have the sole discretion to determine who will hear the appeal. If the appeal is to be heard by a hearing officer, the Board shall have the sole discretion to select said hearing officer. At the conclusion of the hearing before the Board or upon receiving the hearing officer's results, the Board may, by vote at an open public meeting, affirm, modify or dismiss the appeal. The Board's decision shall be provided to the employee, immediate supervisor and Principal in writing within a reasonable time.
9. PCS shall provide written notice to the employee and Principal of the hearing date, time and place within ten (10) business days of the regular Board meeting at which the appeal was submitted or as soon thereafter as is reasonably possible. PCS shall attempt to schedule the hearing within fifteen (15) business days of the regular Board meeting at which the appeal was submitted; however, may extend that time based on the facts and circumstances of the case and the availability of necessary parties. At any such hearing the parties may be represented by legal counsel, submit evidence in the form of exhibits or testimony and cross examine witnesses. The procedure shall be informal and as determined by the Board or hearing officer.
10. All decisions by the Board shall be final.
11. If the appealing employee does not submit a written request to move the appeal forward within the specified time period, it will be assumed the employee does not wish to continue employee's appeal and the appeal will be dismissed. Employee is responsible

for identifying all issues and allegations relevant to the appeal in employee’s initial written appeal. No additional defenses, allegations or requested remedies may be addressed that were not included in the initial appeal. Employee must state the specific remedy requested in employee’s appeal.

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

Section 7.03 Table of Disciplinary Penalties

The school shall use these guidelines absent extraordinary circumstances. The actual disciplinary action to be imposed shall be determined by the facts and circumstances of each case.

Guidelines	First Offense	Second Offense	Third Offense
The knowing failure or refusal, without just cause to obey or carry out orders, instructions, assignments or duties within the time designated by one in a position of authority for the performance of said orders (insubordination).	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days (without pay) to Termination
The knowing failure to maintain to all persons, conduct, demeanor and speech exhibiting the respect and professionalism appropriate to the employee of an educational institution.	Letter of Reprimand	1 day Suspension (without pay)	5 days (without pay) to Termination
Failure without just cause, to obey or Comply with any directive of the School, or any adopted and published policy of the School.	Letter of Reprimand to 30 days Suspension (without pay)	1 day Suspension (without pay) to Termination	5 days (without pay) to Termination
The unauthorized absence from one's duties of one hour or less more than twice in one week or four times in one year.	Verbal warning to Letter of Reprimand	Letter of Reprimand to 1 day Suspension (without pay)	1 day Suspension (without pay) to Termination
The unauthorized absence from one's duties of more than one hour.	Verbal warning to 1 day Suspension (without pay)	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination
Idleness, sleeping or unauthorized participation on non-job-related activities during duty hours.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	3 days Suspension (without pay) to Termination
Any purposeful act or failure to act, which will foreseeably endanger or cause physical or emotional damage or educational or moral harm to any student at any time while said student is enrolled at the School.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination

Guidelines	First Offense	Second Offense	Third Offense
Any purposeful act or failure to act, which will foreseeably endanger or cause physical harm to another employee of the School.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
The failure to disclose or report, to a position of relevant authority, any conduct, occurrence, information or condition, which if not so disclosed or reported, will or is likely to cause harm, loss or damage to the School or any student or employee thereof.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Any violation of the Drug Free Policy.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	10 days Suspension (without pay) to Termination
The use without proper authorization or the illegal operation of any vehicle owned, leased or in the possession of the School or the intentional permitting of such unauthorized use of illegal operation.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
The intentional use without proper authorization of School or United States Government property.	Verbal Warning to 3 days Suspension (without pay)	Letter of Reprimand to 10 days Suspension (without pay)	5 days Suspension (without pay) to Termination
The alteration or destruction, without proper authorization, of any official school record.	Verbal Warning to 10 days Suspension (without pay)	Letter of Reprimand to Termination	5 days Suspension (without pay) to Termination
Theft of property or records belonging to the School, the United States Government, or any employee of or student enrolled in the School.	1 day Suspension (without pay) to Termination	15 days (without pay)	Termination
Disclosure of confidential information vital to the interest of School.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Abuse of the Business Travel Expense Policy, which includes but is not limited to falsifying expense reports. (Note: Expenses provided in a falsified report will not be reimbursed.)	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Improper, careless, negligent destructive, or unsafe use or operation of equipment.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Abuse or neglect of a student by an employee.	3 days Suspension (without pay) to Termination	Termination	
Failure to report all known violations of policy.	Letter of Reprimand to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Sexual relations with a student by an employee.	Termination		

Section 7.04 Grievance Procedure

- A. Purpose. The purpose of the grievance procedure is to provide a uniform and equitable method of resolving complaints as quickly as possible and at the lowest possible level of supervision. This procedure is intended to ensure that any eligible employee is heard, and that corrective action taken will be without reprisal or discrimination against the employee submitting the grievance.
- B. Definition. A grievance is a complaint by an employee concerning the department work rules, unsafe or unhealthy working conditions and alleged improper treatment that directly affects work performance or his/her employment contract and which cannot be satisfactorily resolved between the employee and his/her immediate supervisor. The grievance procedure does not apply to disciplinary actions or disciplinary appeals.
- C. Scope. All departments shall conform to this procedure. Actions for which another appeal procedure exists do not fall under the grievance procedure. Examples: dismissal, suspension, demotion and alleged discrimination.
- D. Eligibility and Employee Rights
1. All regular, full-time, and part-time employees are eligible to use these procedures. Temporary or Probationary employees are not entitled to the grievance procedures.
 2. Employees have the right to seek representation of legal counsel at their own expense. PCS also is entitled to representation by their legal counsel.
- E. Time Limits and Procedures
1. An employee must file a complete, written grievance with their immediate supervisor within five (5) working days of the occurrence of the matter grieved with a copy to the Human Resources office. If the complaint is against their immediate supervisor, the employee will submit the complaint to the second level supervisor.
 2. The supervisor shall meet with the grievant as soon as possible after receipt of the grievance and must resolve in writing within five (5) working days of filing or the grievance goes to the next level. The supervisor shall clarify with the grievant the exact issue(s) grieved and all relevant facts i.e., when, where, what, and how it happened including witnesses, and the grievant's request remedy. The supervisor shall then attempt to resolve the grievance in consultation with the grievant and other necessary parties. Whether or not the grievance is resolved the supervisor must submit a written report to his or her supervisor within five (5) working days of the grievance being filed. The report shall include the exact issue(s) grieved relevant facts (date, time place, statements, and witnesses) on what action taken and the status of the grievance (i.e., whether or not resolved and if so, how). If the grievance is resolved, the grievant must also sign the report noting that the grievance is resolved satisfactorily. All succeeding reviews of the grievance must be handled in this manner.

3. Abandonment of a case or non-compliance with required deadlines and policies by the aggrieved party will be grounds for termination of the grievance.

F. Steps

1. An employee who has a grievance must file a written request/complaint within five (5) working days of the occurrence of the matter grieved with the immediate supervisor, or supervisor of their immediate supervisor, if the complaint is against their immediate supervisor. The request/complaint must clearly specify the actions or matters grieved and shall include specific supporting facts and circumstances to include: dates, times, places, statements and witnesses. If the specific items noted above are not set forth in the written grievance, the grievance shall be dismissed, deemed waived and may not be grieved again by the grievant. If after five (5) working days the grievance is not satisfactorily resolved in writing, the employee shall progress to Step 2.
2. If the grievance is not satisfactorily resolved in Step 2, the employee may submit the grievance in writing to the Principal. If after five (5) working days the complaint is still not satisfactorily resolved by the Principal in writing, the employee may submit the grievance to the Board. This must be done through the Principal's office within five (5) working days after the response deadline of the Principal.
3. The Principal shall, within ten (10) days after written notice from the employee, request the Board to add the grievance to the next regular Board meeting and pursuant to the following procedures, render a decision that either supports, dismisses or otherwise determines the grievance.
4. The Board, at its discretion, may determine the grievance based on the record before it, hold a hearing, or order a hearing before a designated hearing officer. Any hearing must be held within fifteen (15) working days of the Board meeting, or as soon thereafter as reasonably possible, and a Board decision must be rendered within thirty (30) days of the Board meeting at which a hearing was scheduled. If the Board elects to hold a hearing, it shall provide written notice of a hearing, including the time and place of the hearing, to the grievant within ten (10) business days of the regular Board meeting at which the grievance was submitted. At any such hearing, the parties may be represented by legal counsel, submit evidence in the form of exhibits or testimony and cross-examine witnesses. The previous procedures shall be informal and as determined by the Board or hearing officer. Abandonment of a case or non-compliance of the required deadlines and other policies by the grieved party will result in the termination of the grievance.
5. An Employee must, and as part of their contract with the school, agree to exhaust this and all other possible remedies provided by the school prior to taking any action outside these policies. Employee's failure to exhaust Employee's remedies provided under this contract shall be a breach of their contract and grounds for disciplinary action, up to and including termination of employment. Further action, including action outside the school is contractually barred if Employee fails to exhaust the remedies available under these policies.

6. All decisions of the Board shall be final.

GRIEVANCE FORMS

LEVEL I

GRIEVANCE FORM A

FORMAL GRIEVANCE

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

GRIEVANT

DATE THE GRIEVED MATTER OCCURRED
OR AROSE

IMMEDIATE
SUPERVISOR

DEPARTMENT
DIRECTOR

JOB TITLE

POLICY NUMBER(S)
AT ISSUE:

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

- 2) **ACTION REQUESTED:**

Signature of Grievant

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

DECISION OF IMMEDIATE SUPERVISOR

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

GRIEVANT

DATE OF FORMAL GRIEVANCE PRESENTATION

DEPARTMENT DIRECTOR

ADDITIONAL FACTS

DECISION OF IMMEDIATE SUPERVISOR AND REASONS THEREFOR:

Date of Decision

(Signature of Immediate Supervisor)

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

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

Date of Response

(Signature of Grievant)

REFERRAL TO PRINCIPAL

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

GRIEVANT

DATE OF FORMAL PRESENTATION

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

- The attached grievance is hereby referred to the Principal.

Date of Referral

(Signature of Grievant)

DECISION OF PRINCIPAL

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

GRIEVANT

DATE OF FORMAL GRIEVANCE PRESENTATION

IMMEDIATE SUPERVISOR

ADDITIONAL FACTS

DECISION OF PRINCIPAL AND REASONS THEREFOR:

Date of Decision

(Signature of Principal)

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

- I accept the above decision of the Principal.
- I hereby refer the above decision to the School Board with reasons detailing nonacceptance at Level II and any relief sought (Level III).

Date of Response

(Signature of Grievant)

REVIEW BY GOVERNING BOARD

GRIEVANT

DATE OF FORMAL GRIEVANCE PRESENTATION

- The attached grievance is hereby appealed to the Governing Board for a review.

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

Date of Referral to Board

BOARD RESPONSE [to be completed by the Governing Board President within thirty (30) days of Board hearing]:

DATE APPEAL RECEIVED BY GOVERNING BOARD

DECISION OF GOVERNING BOARD AND REASONS THEREFOR:

Date of Decision

(Signature of Board President)

CHAPTER VIII – HEALTH AND WELLNESS POLICY

Section 8.01 Staff Wellness

PCS recognizes that all employees are involved in setting the culture and tone of the educational process. On a yearly basis, the Principal will identify a Staff Wellness Subcommittee to disseminate wellness resources and support PCS with implementing staff wellness strategies.

The goals for Staff Wellness are:

- Prioritize the physical and mental wellbeing of employees by providing health promotion resources and activities, including wellness walks.
- Support staff in actively promoting and modeling healthy eating, physical activity and social-emotional competencies.
- When feasible, make facilities available for staff wellness activities.
- Work collaboratively with PCS's insurance carriers to provide opportunities to improve employee physical and mental health.
- Ensure all staff, including those with disabilities, have access to health and wellness programs and resources, regardless of benefitted status.
- Promote a positive workplace climate.
- Support the adoption of a healthy meeting policy for workplace meetings and events.

Section 8.02 Employee Physical Examinations

Physical examination is required within thirty (30) calendar days of employment. After an offer has been made to an applicant in designated job categories, a medical examination will be performed by a health professional of the School's choice, at the School's expense. In addition, the employee will be subject to a post-offer, pre-employment drug screening. The offer of employment and assignment to duties is contingent upon the results of the medical examination. Information on an employee's medical history or resulting from an examination will be filed and maintained separately from the employee's personnel file.

The school may require an employee to undergo a medical examination, including random drug and alcohol testing, at any time that the school questions the employee's ability to perform his or her assigned duties, or questions whether the employee may be a direct threat to the health or safety of the employee or others. An employee's refusal to submit to testing under this policy is grounds for discipline, including termination.

Bus Drivers are required to submit physical examination upon expiration of current medical examiner certificate. Each driver is responsible to monitor the medical requirement and notify Human Resources Technician of need to renew.

Section 8.03 First Aid Certification

All new employees must obtain a Standard First-Aid certificate within the employee's initial thirty (30) calendar days of employment. Each employee shall apply for re-certification every two years or prior to the expiration date of certificate.

Section 8.04 CPR and Defibrillator Certification

All new employees must obtain a CPR and Defibrillator certificate within the employee's initial thirty (30) calendar days of employment. Each employee shall apply for re-certification annually.

Section 8.05 Food Handler's Card

All Employees must obtain Food Handler's Card within thirty (30) calendar days of employment.

Section 8.05 Vaccination Policy

Educational institutions are potential high-risk areas for transmission of vaccine-preventable diseases. While immunization is an important health requirement for students, it is equally important for staff in these settings to be protected against vaccine-preventable diseases. Employee immunization can decrease the number of days staff and students miss due to illness. More importantly, staff and students who come to school ill can spread disease. Additionally, vaccine-preventable disease outbreaks can result in enormous costs for staff, students, parents, employers, and public health. Consistent with its duty to provide and maintain a workplace that is free of recognized hazards, PCS has adopted this policy to safeguard the health, safety and well-being of employees and their families, students, visitors, others who spend time in our facilities, and the community from infectious conditions that may be mitigated through an effective vaccination program. This policy is intended to comply with all applicable federal and tribal laws. It is based upon guidance provided by the Centers for Disease Control and Prevention (CDC) and public health and licensing authorities, as applicable.

PCS strongly encourages all employees to receive those vaccines recommended by the CDC and public health and licensing authorities, in consultation with their medical provider.

Section 8.06 Employee Assistance Program

Although not required of PCS, a supervisor may, where appropriate, recommend the Employee Assistance Program (EAP) and other programs to employees whose performance appears impaired by the use of controlled substances, prescription drugs, or intoxicating beverages. Employees have no right to this action; it is entirely at the discretion of PCS and is not a condition to nor does it preclude termination.

Section 8.07 Breastfeeding in the Workplace

Pinon Community School complies with the requirements of the Navajo Nation Healthy Start Act of 2008, which is incorporated herein by this reference. To this end, Pinon Community School is committed to providing to each working mother opportunities to engage in breastfeeding of their infant child or children or use of a breast pump. Such opportunities shall consist of the following:

- A. Providing a clean and private area or other enclosure near the employee's workspace, and not a bathroom, to allow a working mother to engage in breastfeeding or use of a breast pump.
- B. Providing a sufficient number of unpaid and flexible breaks within the course of the workday to allow a working mother to engage in breastfeeding or use of a breast pump. Regular breaks provided to staff in working mother's classification and breaks allowed or required by Pinon Community School policies or law may also be utilized for the above purposes.
- C. A working mother who desires to take advantage of these opportunities should contact her supervisor to make the necessary arrangements. The supervisor shall have discretion with respect to selecting a clean and private area or other enclosure to accommodate the working mother and in scheduling breaks for the working mother. Such discretion shall be exercised in a manner that furthers the purpose of this Policy and the Navajo Nation Healthy Start Act of 2008, while also respecting the business needs of the Pinon Community School and the needs of the Pinon Community School students.

For purposes of this Policy, the following definitions apply:

1. Breast-feeding means the practice of allowing a working mother, with privacy and dignity, to feed her child milk from her breasts.
2. Breast pump means any electric or Policy device used to mechanically remove milk from a human breast.
3. Infant child means a child between birth and the age of twelve (12) months, who is being breast-fed by a working mother.
4. Working mother means an employee of the PCS who is the natural mother of an infant child.

CHAPTER IX – WORKPLACE ISSUE RESOLUTION PROGRAM

Section 9.01 Workplace Issue Resolution Program

A. Introduction

The Workplace Issue Resolution Program provides an opportunity to resolve work-related issues with your supervisors and/or colleagues. It helps PCS employees to work through problems at an early stage and address misunderstandings that can cause a communication breakdown. Immediate supervisors may choose to use the Workplace Issue Resolution Program or the Grievance Policy, which does not offer mediation. Immediate supervisors shall have the flexibility to decide what grievable issues shall be mediated under this policy. The Workplace Issue Resolution Program is consistent with the Navajo philosophy of K'e, promoting the respectful resolution of work-related issues.

The goals of this program are to ensure an open line of communication and to promote talking things out to reach flexible, creative solutions that are agreeable to everyone involved in a disagreement. The Workplace Issue Resolution Program may be utilized for the following workplace issues:

- Discuss concerns about difficulties with a supervisor or colleagues.
- Resolve matters defined as grievances pursuant to Chapter 7.

B. Open Communication Philosophy

Open dialogue between the employee and the management of the School is essential. Open communication is the quickest way for employees to raise issues by going directly to their immediate supervisor. Immediate supervisors may be closest to the situation and in a position that could be helpful in working toward a solution. The employee is encouraged to first attempt to resolve a workplace issue by talking things out informally with their immediate supervisor.

C. Mediation

Mediation is a private and confidential process for resolving conflict. With the help of a trained, neutral third party, those in conflict learn to recognize and better understand each other's perspectives, as well as develop communication skills to facilitate future discussions. Mediation is also self-directed so that the parties themselves are responsible for working with the mediator to find a solution that works for them. Finally, mediation is future oriented – focused on establishing a written agreement that will address how parties will conduct themselves after the mediation is over.

Mediation follows unsuccessful attempts by employees to informally resolve workplace issues with their immediate supervisor. An employee who has a grievance must comply with Step 1 of the grievance policy (Section 7.03). The employee's immediate supervisor has the discretion to choose to use the Workplace Issue Resolution Program or the Grievance Policy to process the grievance. While mediation is primarily intended to act as an alternative to the grievance process, mediation can also be initiated by a written request or recommendation from anyone involved in

a workplace issue. Such requests shall be filed with the HR Technician who, in consultation with the Principal (or Principal's designee), has the discretion to determine whether a workplace issue should be subject to mediation.

Mediation is voluntary. The parties must agree to participate in mediation and can leave at any point that they feel the process is not working for them. To promote frank and productive discussion, the parties agree that the mediation process shall be confidential. All oral and written communications provided during the mediation process are confidential and shall not be used for purposes outside of the mediation, except as required by law. PCS may need to disclose or refer to information generated during mediation where required by applicable law or policy. A written agreement resulting from this mediation is not confidential and may be disclosed by either party (unless the parties agree otherwise in writing) and will become a part of the parties' personnel files.

The HR Technician, in consultation with the Principal (or Principal's designee), has the discretion to select a mediator from a pool of trained mediators at the School. As a neutral, third party facilitator, a trained mediator will not render a final or binding decision. Instead, the employee and the other concerned parties work towards a mutually acceptable agreement.

The HR Technician will provide the mediator with the basic information needed to conduct the mediation. The mediator shall have the discretion to hold a pre-mediation conference or otherwise contact the parties prior to the mediation to prepare.

Throughout the process, the mediator guides the conversation and helps explore resolution options. The mediator ensures that each concerned party understands and is comfortable with proposed solutions.

If the parties reach a mutually acceptable agreement on any or all of the issues, the mediator will assist in developing a written agreement which will be signed by all participants in the process. The involved parties and their supervisors will each receive a copy of the mediated agreement. The written agreement will become part of the employee's personnel file.

When mediation does not result in agreement, the employee may proceed to Step 3 in the Grievance process following written notice to the employee that mediation did not result in resolution of the grievance. Should the parties not proceed with the Grievance process, the grievance shall be considered abandoned. An employee who has an unexcused failure to attend mediation as scheduled may not proceed with the grievance process.

D. Retaliation

You may not be retaliated against for utilizing the Workplace Issue Resolution Program or electing not to participate in mediation.

E. Breach of a Mediation Agreement

Employees who breach a mediation agreement may be subject to disciplinary action up to and including termination of employment.

Section 9.02 Allegations of Illegal Discrimination

Allegations of illegal discrimination or sexual harassment should be addressed by Policy Section 2.07. If a discrimination or sexual harassment complaint results in no finding of illegal discrimination, the parties may then agree to use mediation to address any underlying issues.

Section 9.03 Non-Disciplinary Action

Mediation and requests to participate in mediation are not and should not be considered adverse or disciplinary action.

CHAPTER X – TERMINATION OF EMPLOYMENT

Section 10.01 Voluntary Termination (Resignation)

- A. Employees must give at least thirty (30) days written notice of their intent and request to resign. Providing timely written notice does not and shall not be construed to mean that employee's request to be allowed to resign is granted. Regardless of timely or other notice of intent and request to resign, the PCS Board retains the sole discretion whether or not to grant the request to be allowed to resign. The Board shall make its decision whether or not to grant the request to resign based upon the best interest of PCS regardless of employee's timely notice.
- B. Earned or accrued leave may not be used during the final thirty (30) days of employment.
- C. An employee who has submitted a letter of resignation may not withdraw the resignation after it has been accepted by the Board. The resignation shall become effective as of the date specified in the letter of resignation or as otherwise specified by the Board in their determination of the best interest of PCS. However, the Board may at any time dismiss an employee as otherwise provided in this Manual.
- D. The following procedures shall apply in the case of resignation from employment:
 - 1. The employee shall provide a written notice of their intent to resign to the immediate supervisor and a copy to Human Resource Department.
 - 2. If an employee verbally notifies their immediate supervisor of the intent to leave employment, the immediate supervisor should attempt to obtain a letter of resignation from the employee.
 - 3. The Principal shall place the resignation on the agenda for Board review at the next scheduled Board meeting.
 - 4. The employee should be notified of when his/her resignation letter will be considered by the Board.
 - 5. It is solely within the discretion of the Board to accept or reject the letter of resignation and if accepted to establish the effective date of any accepted resignation.
 - 6. The immediate supervisor and Administrative Assistant/Inventory Technician shall account for all school property issued to the employee before the effective date of the resignation. Information Technology (IT) will also be notified.
 - 7. If the employee has outstanding debts or owes property to the School, the Business Manager shall take all necessary steps to collect any monies owed. The Business Office must have a complete employee checkout form before releasing the final paycheck. The immediate supervisor shall notify the Human Resources Technician in writing that he/she

has accounted for all school property issued to the employee, has taken steps to initiate repayment/receipt of property and that the final paycheck can be released by the School.

8. Unaccepted resignations and/or early termination of the employment contract of an employee may result in liquidated damages in the amount of five hundred (\$500.00). The employee agrees that while the actual damage cost from an unapproved resignation and/or early termination of employment is extremely difficult to calculate, five hundred dollars (\$500.00) is a reasonable amount to be paid as liquidated damages.
9. Certified Contract. If a certified employee submits a resignation, and it is not accepted by the Board, PCS will report it as unprofessional conduct to the Arizona Department of Education.
10. After an employee provides a letter of intent and request for resignation, said employee shall not participate in school travel, training or other activities funded in whole or in part by PCS. Any prior Board-approved travel shall be voided at this time.

Section 10.02 Involuntary Termination (Dismissal Other Than Layoff/Reduction-in-Force)

- A. Employees may be terminated for cause. Examples of infractions which may result in disciplinary action, including involuntary dismissal, are included in the Table of Penalties. However, it is not possible to list all the forms of behavior which are considered unacceptable in the work place and the Board may in its discretion dismiss any employee for unsatisfactory performance, unprofessional conduct, insubordination, violation of policies or laws, or such other conduct that constitutes cause to dismiss. While the Board may choose to take a lesser disciplinary action such as a warning or suspension for a first offense, the Board may in its discretion dismiss an employee for a first offense if appropriate depending on the facts and circumstances of the situation.
- B. Involuntary Dismissal Procedures (other than Layoff/Reduction-in-Force):
 1. Termination of an employee may be recommended to the Principal by the supervisor in consultation with the Human Resources Technician. The Principal, in consultation with the supervisor and/or the Human Resources Technician will draft a notice of intent to terminate letter which will include outlining specific policy violations by the employee and other specific matter as described in the Disciplinary Action Policy. A copy of the notice of intent to terminate letter will be hand delivered or mailed to the employee.
 2. The notice of intent to terminate will be provided to the Board for action at a Board meeting with a recommendation to the Board by the Principal as to whether reasonable cause exists to termination the employee.
 3. If the Board after reviewing the notice of intent to terminate letter and after receiving the recommendation from the Principal, believes that adequate cause exists to terminate the employee, the employee will be sent by personal delivery or through mail a letter from the Board terminating the employee and setting forth the reasons for the termination and

citing policies violated by the employee. The termination will become effective five (5) calendar days after the letter is sent unless the employee appeals the termination decision to the Board within the five (5) calendar days. Should the employee appeal, the employee must submit a written appeal to the Principal which states the basis for the appeal and the specific facts, circumstances, evidence and witnesses which support the appeal.

4. If the employee appeals the termination to the Board, the employee will continue as an employee of the School pending the outcome of the termination appeal unless otherwise required by the circumstances.
5. Upon receipt of a written request for an appeal, the Board President, in consultation with the Principal and the Human Resources Technician, will appoint a hearing officer to hold a hearing to hear the employee's appeal. The selection of any such hearing officer shall be at the Board's sole discretion.
6. The hearing officer shall hear the appeal within the timeline provided and issue findings of fact and conclusions of law within ten (10) working days of the hearing. The Board shall retain the right and duty to determine the ultimate action on the appeal i.e. whether to affirm, dismiss, or modify the termination.
7. The employee will be placed on administrative leave with pay until the Board makes a final decision on the termination appeal based on the hearing officer's findings.
8. The hearing will be held in executive session. However, at the employee's written request, the hearing will take place at an open public meeting.
9. The legal counsel shall present the facts and exhibits and witness supporting the termination.
10. The employee, if not represented by legal counsel, shall present his/her witnesses and documentation regarding the termination.
11. The Hearing Officer shall establish timelines for the school and employee to exchange all evidence, documents, statements, witness lists, and summaries. All testimony shall be taken under oath, the proceeding shall be tape recorded, and both sides shall have a right to cross-examine the other side's witnesses. Formal Rules of Evidence shall not apply and the Hearing Officer will allow in any evidence that is relevant, non-repetitive, and which has been previously, timely disclosed. Failure to timely exchange the above materials shall be grounds for excluding that evidence or materials.
12. Either side may be represented by counsel at the party's own expense.
13. After both legal counsels have presented their case, both will be allowed a brief closing argument.

14. After both legal counsels have presented closing arguments, the Hearing Officer will recommend to the Board and they shall deliberate and decide to: 1) uphold the termination; 2) reject the termination; or 3) impose a lesser disciplinary action.
15. The decision of the Board shall be final and effective immediately.
16. Rehiring of Terminated Employees. Employees who have been terminated for just cause by Pinon Community School shall not be eligible for rehire within five (5) years after termination from employment with PCS, Inc.
17. Employees who have been terminated by the Pinon Community School Board for causes related to Level I violations of the PCS SCAN policy will not be eligible for rehire.

Section 10.03 Layoff/Reduction-In-Force

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

In developing such plan, the Principal shall give preference in retention to positions essential to the administration and operation of PCS. In considering the Principal's plan, the Governing Board shall also give preference in retention to such positions.

The Principal and the Board shall also consider the following factors in making layoff/reduction-in-force decisions.

A. Definitions:

- (1) "Employee" means both non-probationary and probationary employees.
- (2) "Non-probationary employee" is an employee who has completed the probationary period.
- (3) "Probationary employee" means a newly appointed employee or an employee who is promoted into a new position with an increase in pay and who is subject to an initial ninety (90) calendar days period of probation.
- (4) "Temporary employee" means an employee who is hired on an immediate need basis.

B. Involuntary dismissal may occur on account of the abolishment of a position due to lack of funds, change in duties, reorganization, or lack of work. All terminations resulting from a layoff/reduction-in-force must be approved by the Board.

C. When more than one employee is affected:

- (1) First and foremost, all decisions regarding which employees and/or employment positions to retain in any layoff/reduction-in-force shall be first and foremost made on the basis of the best interest of PCS and the students it serves. Any other considerations, including those set forth below, shall be secondary to this primary principle.
- (2) The Governing Board may create a revised organizational chart for PCS that reflects the positions that will exist after the reduction-in-force, including the number of positions that will be retained. If the Board decides to reorganize and revise the organizational chart so that new or consolidated positions are created with skill requirements that are different from PCS's existing positions, position descriptions and qualifications for each of these new or consolidated positions will be established.
 - a. The Human Resources Manager with the Principal shall establish lists grouping the positions that shall be retained within each job class (hereinafter "Job Class").
 - b. Each Job Class will be made up of those positions with the same or similar required qualifications.
 - c. If the School does not reorganize and/or revise its organizational chart, the Job Classes will be identified from the existing organizational chart and position descriptions.
 - d. If there is only one position in the Job Class that has certain required qualifications, that one position will be its own Job Class.

D. Within each Job Class, the Human Resources Technician in consultation with Principal will establish a list of current employees; ranking the employees in the order by which employees will be laid-off (the employees highest on the lists are to be laid-off first).

(1) The lists to be established are as follows:

- a. The first list will include current employees in that Job Class who are neither Navajo nor a spouse of a Navajo.
- b. The second list will include current employees in that Job Class who are Navajo or a spouse of a Navajo.

(2) Within each of the above lists, groups will be developed and the employees should be ranked with probationary and temporary employees grouped first and with permanent employees grouped last.

- a. Within each group, supervisors will recommend employees who are least effective, as reflected by their performance evaluation(s) and disciplinary record(s), are ranked first and employees who have been most effective, as reflected by their performance evaluation(s) and disciplinary record(s), are ranked last.

- b. If a tie exists within a group as to the effectiveness of two or more employees, the tied employees shall be ranked by seniority with the employee with the least amount of seniority ranked first and those with the highest seniority ranked last.
- E. For each Job Class, the Principal in consultation with the Human Resources Technician will determine how many positions in that Job Class are going to be eliminated based upon a comparison of the existing organizational chart and the revised organizational chart for the next year.
 - (1) Once the number of employees to be laid-off in each Job Class is determined, individual employees to be laid-off are identified as follows:
 - a. By going to the first list for that Job Class and beginning from the top and going down to the bottom;
 - b. Then going to the second list beginning from the top and going down to the bottom; and
 - c. Finally, to the third list beginning from the top and going down to the bottom, until the requisite number of employees to be laid-off have been identified.
- F. If new or consolidated positions have been created through the process, those new or consolidated positions will be advertised. Current and qualified Navajo employees and secondary qualifying Navajo spouses have first preference for those positions absent a waiver of Navajo preference under Title 10 and these policies (waiver).
- G. Any Navajo or qualifying Navajo spouse who is laid-off through the above process has the right to displace a non-Navajo or Navajo spouse in any other position for which the Navajo or Navajo spouse demonstrates the necessary qualifications absent a waiver.
- H. Individual employees who are laid-off through the above process shall be given thirty (30) calendar days written notice that their contracts will be terminated because of a layoff/reduction-in-force due to lack of funds, change in duties, reorganization, lack of work, or other reasons.
- I. Actions regarding layoff/reduction-in-force are not subject to the grievance procedures.

Absent a waiver and irrespective of the qualifications of any non-Navajo applicant or candidate, any Navajo applicant or candidate who demonstrates the necessary qualifications for an employment position shall be retained by the employer in the case of a Reduction in Force (RIF) affecting such class of positions until all non-Navajos employed in that class of positions are laid off, provided that any Navajo who is laid off in compliance with this provision shall have the right to displace a non-Navajo in any other employment position for which the Navajo

demonstrates the necessary qualifications. Further, any RIF shall in all other ways also comply with the NPEA.

CHAPTER XI – NAVAJO NATION AFFIRMATIVE ACTION PLAN

Section 11.01 Navajo Nation Affirmative Action Plan

This Affirmation Action Plan (AAP) is developed in accordance with the Navajo Preference in Employment Act (“NPEA”), 15 N.N.C. § 604, which states that “all employers doing business within the territorial jurisdiction of the Navajo Nation or engaged in any contract with the Navajo Nation shall provide preference in employment to Navajo tribal members as specified in an affirmative action plan and timetable for all phases of employment to achieve the Navajo Nation goal of employing Navajos in all job classifications including supervisory and management positions,” and the Navajo/Indian preference and attendant provisions found at 10 N.N.C. § 108. Further, this plan complies with the November 22, 2002 Resolution of the Human Services Committee of the Navajo Nation Council pertaining to Affirmative Action Plans.

A. Purpose

The purpose of this Affirmative Action Plan is to ensure compliance with Navajo law (specifically the NPEA), while acting in the best interest of the School and providing the best possible educational opportunity for the community’s children.

B. Policy Statement

The position of the School, School Board, and administration on the issue of affirmative action is as follows: The School shall seek the professional services of competent Navajo educators, counselors, administrators, and support personnel to best serve the children of the Navajo People. The School’s decisions and personnel actions shall be based on the principles, intent, and purposes of the Navajo Preference in Employment Act and the needs of the School.

The School shall give preference to Navajo personnel in providing employment, training opportunities, and in employment in supervisory and management positions, subject to the needs of the School and other requirements imposed upon the School by its contract/grant and other applicable regulations and laws.

The School’s Chief Administrative Executive Officer (CAEO) shall be directly responsible for compliance with the AAP, to include but not be limited to, all reporting and monitoring functions. The CAEO may delegate specific responsibilities pursuant to a written operational plan, which shall be attached to this AAP.

C. Definitions

Under-Utilization. Under-utilization is defined as having fewer Navajos in any position or classification that would be expected by the availability of qualified Navajo workers.

Under-Representation. Under-representation is a situation in which the percentage of Navajo within a given specific position or a class of positions is lower than the corresponding percentage in the available labor market.

D. Management Official

As stated above, the School’s Chief Administrative Executive Officer is the “management official” directly responsible for compliance with the AAP, including but not limited to, reporting and monitoring responsibilities. Said Chief Administrative Executive Officer has the requisite authority to implement and monitor the AAP subject to the direction and oversight of the Board as required by law. The management official’s responsibilities, include but are not limited to: (1) developing AAP plans, policy statements, goals and objectives, and internal and external communication procedures; (2) identifying problems and implementing corrective actions for problems in providing Navajo preference and specific issues identified in Section V.D. of the NAAR; (3) determining and implementing Corrective Action Plans identified above in cooperation with appropriate supervisors and other relevant staff; (4) designing and implementing audit and reporting systems that will measure the effectiveness of the employer’s AAP, indicate the need for remedial action, and determine the degree to which the employer’s goals and objectives have been met; and (5) serve as a liaison between the School and the ONLR.

Management Official:

Name: _____
Address: _____
City/St: _____
Zip: _____
Phone: _____

E. Goals and Timelines

The School shall develop goals and timelines for implementing of the AAP and compliance with the NAAR that are attainable based on the analysis of the following:

- All positions/classifications currently held by non-Navajos;
- Qualifications required by the positions/classifications;
- Timelines for Navajo worker(s) to obtain qualifications for Positions/classification(s) held by non-Navajos; and
- Identification of internal and external resources to be utilized in plan implementation.

F. Reporting

The School shall file its AAP and Workforce Analysis with the Office of Navajo Labor Relations (ONLR) as required by law.

G. Requests for Information

Any requests for additional information shall be made directly to the Management Official. Records protected by Federal or Navajo law will be released or protected from release as required by those laws.

H. Outreach and Recruitment

The School will implement a positive outreach and recruitment program for any job opening. The School will advertise and announce all job vacancies in at least one newspaper and one radio station serving the Navajo Nation provided, however, that the School does not have to follow these provisions if an in-house Navajo candidate is selected. All such announcements shall include and specify a Navajo employment preference. The School shall post in a conspicuous place on its premises a Navajo preference policy notice prepared by the Office of Navajo Labor Relations. When contracting with Federal or State Governments or one of their entities, the School will include provisions for Navajo preference as set forth and subject to the limits stated in 15 N.N.C. § 604(B)(4). The School shall also utilize Navajo Nation employment sources and job services for employee recruitment and referrals, except as limited by Chapter 15 of the Navajo Nation Code.

I. Position Descriptions

In seeking educational and support personnel, the School shall include within the position description, as a preferred qualification, a knowledge and familiarity with the Navajo language, culture and people. The School shall use non-discriminatory job qualifications and selection criteria in employment. All necessary qualifications must be included and made available to applicants.

J. Applications

The School has a standard application form for employment. Applications are available upon request at the School's main office, through the Human Resources Department, or by mail.

K. Selection

Qualifying applicants will be afforded the preferences set forth in 15 N.N.C. § 604 and 10 N.N.C. § 108, other applicable laws and regulations and amendments and modifications of the above referenced law. Employment decisions shall be in compliance with the above referenced laws and regulations.

L. Adverse Actions

The School shall provide a written notification that cites the just cause for any adverse action against an employee.

M. Cross-Cultural Program

The School shall develop and implement a cross-cultural program that primarily focuses on the education of non-Navajo employees, including management and supervisory personnel, regarding the cultural and religious traditions or beliefs of Navajos. The program shall demonstrate the relationship of Navajo cultural and religious traditions or beliefs to the School's employment policies. The School shall develop employment policies which accommodate such traditions and beliefs. This program shall involve the substantial and continual participation of the School's Navajo employees.

N. Working Environment

The School shall maintain a safe and clean working environment and provide employment conditions that are free of prejudice, intimidation and harassment.

O. Fringe Benefits

To the degree possible and feasible, fringe benefits shall accommodate and recognize Navajo traditions and beliefs, and shall not discriminate based on those grounds subject to the limitations noted above.

P. Workforce Analysis

The School shall provide a Workforce Analysis each year in September. The analysis shall contain a listing of each position as it appears on the School's payroll records ranked from the lowest to highest paid within each department or organizational unit including mid- and top-management. Lines of progression for each unit or department must be identified through which employees move upward. Where there are no formal progression lines or usual promotional sequences, job titles shall be listed in order of wages or salary ranges. An analysis of whether any Navajos are being underutilized shall be provided.

The School shall conduct an in-depth workforce analysis each year that shall contain:

- Current Employees. The number of Navajo and non-Navajo employees by position or classification.
- Applicants. The number of Navajo and non-Navajo applicants for each open position.
- Selection. The process for recruiting, drafting job descriptions, interview criteria, written tests and final selection.
- Other actions. The number of Navajo and non-Navajo employees who were involved in employment action such as retention, promotion, transfer or who were affected by a reduction in force or recall.
- Training. A description of any training provided to employees including apprenticeship programs and any other informal or formal training provided.

Q. Corrective Action Plans

The School will draft a Corrective Action Plan if the School has been found to have violated the Navajo Preference in Employment Act and/or to correct the following:

- An underutilization of Navajo employees.
- Vertical movement of Navajos occurring at a lesser rate than that of non-Navajos.
- A selection Process which eliminates a significantly higher percentage of Navajos than non-Navajos.
- Position descriptions which do not accurately relate to actual duties and functions.
- Testing procedures or forms have an adverse impact at a higher rate on Navajos than non-Navajos.
- A lack of support of the School's AAP by employees, supervisors or managers.
- A failure to adopt formal criteria for evaluating the effectiveness of the affirmative action program.

R. Grievances/Appeals

The School does and shall continue to provide due process procedures for employee grievances and appeals, including but not limited to, grievances relative to the application of the AAP. Employees shall exhaust these administrative remedies prior to taking further or other action relative to such concerns.

S. Sanctions

A violation of or failure to comply with these policies shall be grounds for disciplinary action, up to and including, termination.

CHAPTER XII – GENERAL BACKGROUND, FINGERPRINT CHECKS, AND ADJUDICATION POLICY

All employees, Board members, and volunteers as noted in the Indian Child Protection and Family Violence Prevention Act set forth at 25 U.S.C. § 3201 *et seq.* and as further defined in 25 C.F.R. § 63.10 *et seq.*, and the Crime Control Act of 1990 set forth at 42 U.S.C. § 13041 *et seq.*, shall successfully complete a background check to include criminal history checks conducted pursuant to fingerprints checks as set forth in the above-noted laws and regulations to include applicable federal, state, and tribal jurisdictions. Employment shall not be offered to applicants who fail to meet the standards set forth in the above-noted laws. Volunteers not meeting the standards set forth in the above-noted laws may not provide volunteer services for the School which may allow them control over the School's students.

All staff, Board members, and applicable volunteers shall undergo repeat fingerprint testing and background checks at least every five (5) years.

It shall be the duty and responsibility of the Human Resources Technician to perform the duties and responsibilities of the adjudication officer as set forth in the federal laws and regulations. The Principal shall be the back-up to the Human Resources Technician at the School and shall be the alternate adjudicating official. The adjudicating official shall be responsible for: implementing 25 U.S.C. § 3201 *et seq.* and the regulations set forth at 25 C.F.R. § 63.10; performing the adjudications in accordance with 25 C.F.R. § 63.17; completing all actions defined in applicable statutes and regulations; including, comparing the applicant's application to the background/fingerprint check, ensuring compliance with the above-noted statutes and regulations and, performing the adjudication functions as set forth in the above laws and statutes.

The Human Resources Technician and the Principal shall have satisfactory background and fingerprint checks prior to assuming their duties and shall further be trained in the above laws and their applications.

Section 12.01 Procedures for Background Checks, Employees Investigations, and Adjudication

1. Purpose

- A. The general purpose of this policy is to establish minimum standards of character and suitability for applicants, employees, consultants, contractors, and volunteers who have or may have regular contact with or control over the Native American students of PCS.
- B. Specifically, this policy is to protect Native American students, reduce incidents of family violence and violence against children in the community, and to provide a fair and objective adjudication process for all PCS job applicants, employees, consultants, contractors, and volunteers.
- C. To comply with the federal regulations and directives, while at the same time avoiding liability under the Navajo Preference in Employment Act. This will require balancing the

above two considerations in that at times the directives of the BIE extend beyond P.L. 101-630 and P.L. 101-647, thereby potentially exposing the schools to liability under the NPEA in that adverse action beyond that required by statute may not qualify as just cause. We will continue to request clarification from BIE directives and the ONLR to ensure the school is not placed in a double-bind.

2. Goals and Objectives

A. Goals

1. To protect our children.
 - a. To ensure no contact with or control over PCS students by individuals with certain criminal histories and background which could pose a threat to our children and as defined in these policies and applicable laws.
 - b. Limit and control access to our school and children for further protection of our students and staff.
 - c. Create confidence in our community, parents and children in the safety of our school.
2. Establish fair and reasonable standards for use in determining the suitability or unsuitability of employees, consultants, contractors, and volunteers.
3. Fairly adjudicate all related controversies, cases, and issues.
4. To fully comply with all applicable laws including: Public Law 101-630 as set forth at 25 U.S.C. § 3201 *et seq.*, known as Indian Child Protection and Family Violence Prevention Act; Public Law 101-647 as set forth 42 U.S.C. §13041 *et seq.*, known as the Crime Control Act of 1990; 25 C.F.R. 63.10 *et seq.*; 18 U.S.C. § 922 Firearms Control; and 15 N.N.C. § 601 *et seq.*, Navajo Preference in Employment Act.

B. Objectives

1. Identify crimes and behaviors which render a person suitable or unsuitable for contact with and control over Native American students.
2. Be clear in establishing the standards to provide notice to potential applicants, employees, consultants, contractors, and volunteers.
3. Set clear criteria for the adjudicating official in their adjudicating of individual cases.
4. Ensure clear standards, ensure the adjudicating official and back-up are highly trained.
5. Ensure that adjudications are fair and consistent.

6. Ensure compliance with all applicable laws.
7. Balance sometime conflict duties and directives under the different laws.
8. Avoid penalties, sanctions and costs to PCS in the fingerprinting, background checks and adjudicating process. As noted in paragraph I (C), there is potential liability should PCS take adverse action against an employee beyond that required by law.
9. Ensure that no one is hired or allowed to provide volunteer or other services to the school until an entire background check, including fingerprint and criminal history check is successfully completed.

3. Requirements

- a. P.L.101-630: Indian Child Protection and Family Violence Prevention Act
- b. P.L.101-647: Crime Control Act, Subchapter V-Child Care Worker Employment Background Checks
- c. 25 CFR 63.10 *et seq.*: Implementation of P.L. 101-360: All applicants, employees (including contractors) and volunteers that have regular contact or control over Indian Children are subject to background investigations.
- d. 15 N.N.C. § 601 *et seq.*: Navajo Preference in Employment Act
- e. 1 N.N.C. § 1 *et seq.*: The Navajo Bill of Rights
- f. 1 N.N.C. § 201 *et seq.*: Navajo Fundamental Law

4. Verification Procedures for Pre-Employment

- a. Employee Application Submission. The PCS employment application shall ask or contain the following:
 1. Ask whether the applicant, volunteer, or employee has been arrested or convicted of a crime involving a child, violence, sexual assault, sexual molestation, sexual exploitation, sexual contact or prostitution, crimes against persons, or drugs and alcohol including but not limited to driving under the influence and like or similar offenses;
 2. Ask the disposition of the arrest or charge;

3. Require that an applicant, volunteer or employee sign, under penalty of perjury, a statement verifying the truth of all information provided in the employment application; and
 4. Inform the applicant, volunteer or employee that a criminal history record check is a condition of employment and require the applicant, volunteer or employee to consent, in writing, to a record check.
- b. Background Check and Release Form. All applicants will be given the form with the employment application.
 - c. Authorization for Release and Waiver of all Claims for Employment Information.
 - d. Former Employer Reference Checks. Record check for former employer(s)/ supervisor(s) for verification for at least the last 5 years. If applicable, record check of former military services.
 - e. Past Residence Checks. Verification of residence for at least 5 years in states, and reservations nationwide, including foreign countries, if applicable.
 - f. Former School Checks. Verification of last degree through transcripts, direct contact with schools, and education clearinghouse.
 - g. Credit History Checks, if applicable. All school's supervisors and finance personnel will have their credit history checked.
 - h. Declaration Statement. Employees are required, under oath, to swear to and list any offense involving crimes of violence, sexual assault, molestation, exploitation, contact or prostitution; crimes against persons; or, offenses committed against children; and alcohol and drug convictions as defined herein. Employee may be hired or permitted to work subject to satisfactory background investigation and adjudication.

5. Personnel Background Check Requirement

All of the following shall have background check to include fingerprint check in federal and all applicable state and tribal jurisdictions:

- a. All persons employed by PCS and all School Board Members
- b. Private or agency consultants and contractors
- c. Volunteers having significant contact with or control over Native American students to include, but not be limited to, all tutoring, chaperoning, and field trip volunteers.
- d. All contractors and their agents or employees who will provide services to the school must have background checks.

6. Investigation Requirements in Accordance with Public Law 101-630 and 25 C.F.R 63

- a. Requires Indian tribes and tribal organizations conduct investigation of character of employees, potential employees, consultants, contractors, and volunteers who have regular contact with control over Indian children.
- b. Individual must meet standards of character, no less stringent than 25 U.S.C. § 3201 *et seq.*
- c. Record search of local law enforcements agencies.
- d. Record search of former employers and supervisors, and employment references.
- e. Record search of former school.
- f. FBI Fingerprint search and other identifying information utilizing the proper card, Completion of full name, DOB, POB, SSN, and correct ORI Number.
- g. The investigation must, at least, cover the last 5 years.

7. Standards of Characters Under P.L. 101-630a

None of the individuals appointed to a position working with children have been found guilty, pled guilty or pled *nolo contendere* to any felonious offense, or any two or more misdemeanor offenses defined in P.L. 101-630, specifically including 25 U.S.C. § 3207 and any amendments thereto.

a. Disqualifying Factors:

1. Crimes of violence, sexual assault, molestation, exploitation, contact or prostitution, crimes against persons and offenses committed against children.
2. Persons has been found guilty, or pled *nolo contendere* to at least one felony or two or more misdemeanor offenses identified in P.L. 101-630 regardless of timeframe.

8. Non-inclusive List of Crimes Which Absolutely Bar Employment by or volunteer in with PCS and other crimes that may be identified under federal, state, or tribal criminal codes or amendments thereto

- a. Those generally noted in 25 U.S.C. § 3207.
- b. Homicide/Murder
- c. Manslaughter
- d. Criminally Negligent Homicide
- e. Vehicular Homicide
- f. Assault or Battery
- g. Assault and Battery

- h. Threatening/ Menacing
- i. Kidnapping
- j. False Imprisonment
- k. Rape
- l. Sexual Assault and Sex Crimes

9. List of crimes that may bar employment based upon the adjudication procedure and factors noted below

- a. Child Abuse/neglect
- b. DWI/DUI
- c. Arson
- d. Drug Offenses
- e. Contribution to the Delinquency of a Minor
- f. Obscenity/ Public Indecency
- g. Harassment
- h. Stalking
- i. Cruelty to Animals
- j. Unlawful Firearms Charges
- k. Plea Bargain Convictions Stemming from a Violent or Sex Crimes

10. Adjudication Procedures

- a. Pre-employment screenings will be conducted prior to an offer of employment as required by 25 U.S.C. § 3201 *et. seq.*
- b. During employment, when PCS receives notice or information of any arrest, charge, or conviction for any felony or misdemeanor noted herein, the employee will be notified by the Principal and department supervisor and depending on the facts and circumstances immediate actions may be taken, including, but not limited to, administrative assignment away from the workplace. Employees have a duty to notify their supervisor immediately of any such arrest, charge or conviction.
- c. The adjudicating official will make a decision regarding suitability for employment or continued employment based upon reasonable, logical and professional evaluation of all of the above documents and these policies.
- d. The Adjudicating Official shall review the investigative forms for completeness, and further investigate any explanations of “yes” answers on questionnaires, and other derogatory and/or negative information received.
- e. Adjudicators must compare investigative information with suitability criteria, i.e.:
 - Misconduct or negligence in employment.
 - The individual’s criminal or dishonest conduct.
 - The individual made an intentional false statement, the individual has refused to furnish testimony or cooperate with an investigation.

- Alcohol and substance abuse.
 - The individual has illegally used narcotics, drugs, or other controlled substances.
 - The individual knowingly and willfully engaged in an act or activities designed to disrupt government programs.
- f. It shall be the duty of the employee/applicant/volunteer/consultant/contractor to clarify any questions or concerns regarding their background or fingerprint check. Individuals must timely correct any issues or questions and in all cases, and they shall no later than 10 days after notification by the adjudicating official of a question or issue, resolve the issue, resolve the issue and report the resolution to the adjudicating official. Failure to do so bars employment and is just cause for termination.
- g. Use of Fact-finding Techniques:
1. Letter of Inquiry
 2. Personal Interview
 3. Additional Investigation, if necessary
 4. Medical Evaluation- used for alcohol abuse and mental emotional issues
- h. The Adjudicating Official may consider the following in adjudicating suitability for fitness relative to crimes listed in Article IX. The Adjudicating Official may not use these mitigating factors relative to Article VIII.
1. Nature, extent, and seriousness of the conduct
 2. Circumstances surrounding the conduct
 3. Frequency and recency
 4. Age and maturity
 5. Voluntariness of Participation
 6. Absence or presence of rehabilitation or reformation and other pertinent behavioral changes
 7. Potential for pressure, coercion and exploitation, or duress
 8. Likelihood of continuation or recurrence
 9. Other relevant and material factors
- i. Ranking Derogatory Issues

<u>Ranking</u>	<u>Basis for Disqualifications</u>
1. Minor	Issues, standing alone, would not be disqualifying
2. Moderate	Issue, standing alone, would probably not be disqualifying
3. Substantial	Issue, standing alone, may almost certainly be disqualifying
4. Major	Issue, standing alone, would be disqualifying

j. Potential for Not Hiring/ Removal

Ranking	Potential
A	Minimal- acceptable
B	Possible, but not likely
C	Probable, without some type of assurance in place- still concerns
D	Required- does not meet the minimum standards of suitability criteria

k. Determining Recency. Recency is not a factor for convictions for offenses noted in 25 U.S.C. § 3201 et seq. Those convictions are permanent bar to employment or volunteering.

Ranking	Period in Which Issue Occurred		
	0-36 months	27-72 months	73-108 months
A	A	Converts to Non-Issue	Non-Issue
B	B	A	Non-Issue
C	C	B	A
D	D	C	B

l. Upgrading Issues: Frequency

Frequency	Upgrade Action
2 issue in 0-36 months	Raise both issues once
3 or more issues in 0-36 months	Raise all issues twice

M. Suitability Determination

1. Document on Adjudicating Case Summary and file in Official Security File.
2. Provide a Certificate or Letter for inclusion in Official Personnel File for meeting the minimum standards of the suitability criteria.

3. Notify the department supervisor.
4. Notify an employee.
5. Close the case.

N. Unfavorable Determination

1. Document on Adjudication Case Summary and file in Official Security File.
 2. Provide a letter outlining the reasons individual does not meet the minimum standards of the suitability criteria.
 3. Notify the department supervisor.
 4. Notify an employee.
 5. Work with Personnel to proceed with Non-appointment or removal.
- O. The decisions will not be based on emotions, prejudice, assumptions, or gossips, hard feelings, imposing the personal values, or an automatic “Yes” decisions.
- P. Prior to any final determination, the adjudicating official will provide a fair and objective appeal, pursuant to 25 U.S.C. § 201 et seq. and the related C.F.R.’s, to any applicant who requests an appeal.

11. Protecting Investigative Information- confidentially must be a priority

- a. Sensitive information (legal names, DOB, SSN, Samples of signatures, raw investigative data) in individual file folders will be in locked cabinet/ file in locked office.
- b. Agency/ employees **must** post sign in/ out requirements on all entrances.
- c. Only those who have “right to know” may discuss or have access to security files.
- d. Dissemination, copying, or unauthorized use of information contained in security file is **strictly prohibited.**

APPENDIX A – ELECTRONIC INFORMATION SYSTEM/INTERNET ACCEPTABLE USE POLICY

A. Preamble

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

These technology resources include use of an international computer network variously identified as the Electronic Information System, the Internet, the World Wide Web, or the Information Superhighway. This resource provides access to other educational institutions, libraries, agencies, organizations, and individual persons. This access can greatly enhance the educational mission of the School and its students' educational experience and also has the potential to provide material that may not be considered of educational value or which may be considered harmful or offensive. The School will make every effort to protect students and staff from any misuse or abuse of this service; however, personal responsibility is essential in the use of this system, and all users must be watchful to avoid inappropriate and illegal interaction with the information service. All users and, where applicable, all parents of users must familiarize themselves with the School's policies and rules regarding the usage of this resource and agree to adhere to said policies and rules prior to being granted the privilege of using this resource. Violations of the School's policies and rules concerning this resource may result in revocation of the user's privilege and may subject the user to disciplinary action.

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

B. Acceptable Use

The following are rules for the use of the School's Electronic Information System (EIS). Use consistent with these rules is required; any use which violates these or other School rules or policies is unacceptable use which may result in loss of EIS privileges and/or disciplinary action.

1. Assigned computer/Internet accounts must only be used for School business, educational research and personal growth.
2. Users are responsible for the proper use of their account and shall use only their own personal account number to access the EIS. Users shall not allow any other person to use their account, nor give their account number to any other person, on or off line.
3. Users shall not use the system to promote the use of drugs, alcohol or tobacco, nor deliberately promote unethical practices or practices which violate any law or School policy.

4. Copyrighted material may not be placed on the system without the express permission of the author who must be credited for the material. Copyrighted material may be downloaded for users' use only.
5. Users shall not read the other users' mail or files; they shall not attempt to interfere with other users' ability to send or receive electronic mail, nor shall they attempt to delete, copy, modify or forge other users' mail or files.
6. Messages should be kept as brief as possible.
7. Use of any other organization's networks or computing resources must also comply with the rules of that network.
8. Transmission of any material in violation of any federal, state or Navajo Tribal laws is prohibited. This includes, but is not limited to copyrighted material, threatening or obscene material, or material protected by trade secret.
9. Use for commercial activities is generally not permitted.
10. Use for product advertisement or political lobbying is prohibited.
11. Messages of a private or personal nature involving students, staff, or other individuals are not permitted.
12. Inappropriate use of electronic resources can also be a violation of Navajo, state, and federal laws, and a user can be prosecuted for violating those laws.
13. Users granted access to the Internet through the School EIS assume personal responsibility and liability, both civil and criminal, for uses of the Internet not authorized by School policy.
14. No user shall access, transmit or retransmit material which promotes violence or advocates destruction of property including, but not limited to, access to information concerning the manufacture of destructive devices such as explosives, fireworks, smoke bombs, incendiary devices, or the like.
15. No user shall access, transmit or re-transmit any information containing pornographic or other sexually oriented material (pornographic means pictures or writings that are intended to stimulate prurient or erotic feelings by the description or portrayal of sexual activity or the nude human form).
16. No user shall access, transmit or re-transmit material which advocates or promotes violence or hatred against particular individuals or groups of individuals or advocates or promotes the superiority of one racial, ethnic, or religious group over another.
17. No user shall use or possess bootleg software. (Bootleg software means any software which has been downloaded or is otherwise in the user's possession without the appropriate

registration of the software including the payment of any fees owing to the owner of the software.)

18. No user shall use encryption software from any access point within the School.
19. No user shall transmit credit card information or other personal information from an access point within the School.
20. No person shall transmit e-mail through an anonymous e-mailer.
21. No user shall access the Internet from the School access point using a non-School Internet account.
22. No user shall commit or attempt to commit any wrongful act involving the use of the network which disrupts the operation of the network within the School or any network connected to the Internet including the use or attempted use or possession of computer viruses.
23. No user shall use the electronic communication system for harassment. Harassment is defined as the persistent annoyance or disruption of another user, or the interference of another user's work. Harassment includes, but is not limited to, the sending of unwanted mail.
24. Users must not compromise the integrity of or damage in any way the EIS, must avoid restricted areas, and must refrain from activities that may damage the EIS, network or transmitted or stored data.
25. All materials, information, data and software on the School's EIS is and remains the property of the School. Users may not delete, destroy, take or otherwise block, hide, or lose any of the above upon leaving the employment or programs of the School.
26. The unauthorized reselling of School computer resources is prohibited.
27. Unauthorized modification of or deletion of another person's files, account, or news group posting's is prohibited.
28. Use of School computer resources or electronic information without authorization or beyond one's level of authorization is prohibited.
29. Making school computing resources available to individuals not affiliated with the school without approval of the Principal is prohibited.
30. Interference with or disruption of the computer or network accounts, services, or equipment of others is prohibited. The intentional propagation of computer "worms" and "viruses," the sending of electronic chain mail, denial of service attacks, and inappropriate "broadcasting" of messages to large numbers of individuals or hosts are prohibited.

31. Failure to comply with requests from appropriate School officials to discontinue activities that threaten the operation or integrity of computers, systems or networks, or otherwise violate this policy is prohibited.
32. Negligent or intentional conduct leading to the damage of School electronic information, computing/networking equipment, and resources is prohibited.

C. Privilege

The use of the School's EIS is a privilege, not a right, and inappropriate use may result in a cancellation of those privileges and further disciplinary action. The cancellation of this privilege may be appealed through the regular student appeal procedures for disciplinary actions less than a suspension and the staff appeal process for reprimands. Any staff member may recommend that the Principal deny, revoke or suspend a specific student account. Any supervisor may recommend that the Principal deny, revoke, or suspend a specific staff member's account. The denial, revocation or suspension of an account requires the Principal approval.

D. Mandatory Internet Filters

The School, through the Principal, will equip the EIS available to users with software that seeks to prevent minors from gaining access to materials that is "harmful to minors" or purchase Internet connectivity from an Internet service provider that provides filter services to limit access to material that is "harmful to minors."

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

The term "harmful to minors" is defined as "That quality of description or representation, in whatever form, of nudity, sexual activity, sexual conduct, sexual excitement or sadomasochistic abuse when both: (a) to the average adult applying contemporary standards with respect to what is suitable to minors it both (i) appeals to the prurient interest when taken as a whole and (ii) portrays the description in a patently offensive way, and (b) taken as a whole, does not have serious literary, artistic, political or scientific value for minors."

The above-described filters and filtering services cannot guarantee that a User will not encounter material that may be deemed offensive or harmful. A User, and where appropriate a User's parent/guardian, must be aware of this continuing possibility of encountering offensive or harmful material through the School's EIS. The continuing possibility of encountering offensive or harmful material via the EIS should be considered when applying for the privilege of using the EIS, when authorizing such use for one's child or ward, and when using the EIS.

E. No Warranties

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

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

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

YOU HAVE NO EXPECTATION OF OR RIGHT TO PRIVACY RELATIVE TO YOUR USE OF SCHOOL'S EIS, E-MAILS (SENT, RECEIVED OR COMPOSED) OR ANY STORED MATERIAL.

F. Network Etiquette and Privacy

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

1. Be polite. Never send, or encourage others to send, abusive messages.
2. Use appropriate language. Remember that you are a representative of our School on a non-private system. You may be alone with your computer, but what you say and do can be viewed worldwide. NEVER SWEAR, USE VULGARITIES OR ANY OTHER INAPPROPRIATE LANGUAGE. Illegal activities of any kind are strictly prohibited.
3. Privacy. Do not reveal your home address or personal telephone number or the addresses or telephone numbers of students or colleagues.
4. Electronic mail. Electronic mail (e-mail) is not private. Messages relating to, or in support of illegal activities must be reported to the Principal and local legal authorities. You have no expectation of or right to privacy regarding your use of the EIS or e-mails composed, sent or received.

5. Disruptions. Do not use the network in any way that would disrupt the use of the network by others.
6. Other considerations.
 - a. Check for spelling errors and make sure your message is easy to understand and read.
 - b. Use accurate and descriptive titles for your articles. Tell people what an article is about before they read it.
 - c. Send your messages to only the most appropriate audience, not to "everyone."
 - d. Remember that humor and satire is very often misinterpreted and may not be funny to some people.
 - e. If you post to multiple groups, specify all groups in a single message.
 - f. Cite references for any facts you present.
 - g. Forgive the spelling and grammar errors of others.
 - h. Remember that all network users are human beings. Do not attack.
 - i. Post only to groups you know.

G. Web Publishing Policies

1. General statement of policy. It is clear that there are significant risks, as well as significant advantages, involved with allowing students to be identified on the Internet. Therefore, students should not be easily identifiable from materials they might publish on the Internet. No directory information should be posted on the Web for students whose parents have returned the form asking that such information not be released.
2. Rules for Web publishing.
 - a. Only a student's first name shall be used in any student published work.
 - b. Pictures that are a part of student publishing shall not include identifying information.
 - c. Under no circumstances may students' home address or phone number be included in any publication.
 - d. If replies to published student work are appropriate, the sponsoring teacher's address should be the e-mail address displayed, not the students.
 - e. No student's name or picture will be published unless a parent/guardian has signed a release allowing publication. A separate release must be obtained for each publication.

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

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

4. Links to third party sites.

- a. Any links to the School's Web site must be approved in writing by the Principal.
- b. Links to areas allow you to leave the School site. The link to sites are not under the control of the School, and the School is not responsible for the contents of any link sites or any link contained in a link site, or any changes or updates to said sites. The School is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement of the site by the School.

APPENDIX B – USER ACCEPTABLE USE AGREEMENT

Name: _____

I understand that my computer use is not private and that the School will monitor my activity on the computer system.

I have read the School's electronic communications system policy and administrative regulations and net etiquette guidelines and agree to abide by their provisions.

I understand that violation of these provisions may result in suspension or revocation of system access and/or disciplinary action against me.

User's Signature _____

Date _____

Principal's Signature _____

Date _____

**APPENDIX C – PINON COMMUNITY SCHOOL BOARD, INC.
WHISTLEBLOWER POLICY**

Board Resolution: The Pinon Community School (PCS) School Board approves the inclusion of the following statement in the Employee Handbook, and directs the Principal to ensure that it is given to and acknowledged by all employees. In addition, the Principal will ensure that whistleblower protection notification is posted in the workplace(s) as required by state law.

Notes: The Whistleblower Policy extends beyond the law by encouraging reporting of law violations as well as prohibiting retaliation.

Policy: If any Employee reasonably believes that some policy, practice, or activity of PCS is in violation of law, a written and signed complaint (when, what, where the violation occurred, witnesses) may be filed by that Employee with the Principal.

It is the intent of PCS to adhere to all laws and regulations that apply to PCS, and the underlying purpose of this Policy is to support Pinon Community School’s goal of legal compliance. The support of all Employees is necessary to achieving compliance with various laws and regulations. An Employee is protected from retaliation only if the Employee brings the alleged unlawful activity, policy, or practice to the attention of Pinon Community School, fully cooperates in the investigation of the matter, and provides PCS with reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to Employees that comply with this requirement.

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

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

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

Employee Signature

Date

APPENDIX D – DISCRIMINATION/HARASSMENT REPORT FORM

Discrimination/Harassment Report Form (to be filed with the compliance officer, The compliance officer is the Principal or in the event the Principal is involved, the Board President or designee.)

Please Print:

Name: _____ Date: _____

Address: _____

Home Phone: _____

Cell Phone: _____

During the hours of: _____

I wish to complain against:

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

Address:

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

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

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

The projected solution: Indicate what you think can and should be done to solve the problem. Be as specific as possible.

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

Signature of Complainant

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

APPENDIX F – TUITION REIMBURSEMENT APPLICATION

Employee Information

Name:

Phone:

School/Department: Position:

Home Address:

I have read and understand the Tuition Reimbursement Program Policy. I wish to request tuition reimbursement for the following course(s), and I am aware that, in order to receive reimbursement, this form must be submitted and approved by the Board prior to taking the course(s) noted below.

Course Information

Course Title(s), Course Name, Credit(s), Start Date, End Date, College/University

- 1.
- 2.
- 3.

(Attach course description(s) or syllabus.)

(Attach statement describing how course(s) is/are related to Employee’s professional assignment or otherwise is/are of value to the School.)

Cost: \$

Repayable Tuition Assistance Received by Employee: \$

Reimbursement Amount (if authorized pursuant to Policy): \$

Certification

I certify that the above information is true and accurate to the best of my knowledge. I further understand that I will not be reimbursed unless the Governing Board approves my application and satisfactory evidence of successful completion of the course(s) must be timely submitted and approved by the Principal to receive reimbursement.

Applicant

Date

Application Submitted to Human Resources Office:

Human Resources Technician Signature Date

Application Approved by the Governing Board:

Governing Board President Signature Date

Reimbursement (to be completed after course)

Reimbursement Amount (if authorized pursuant to Policy): \$

Grade:

Course Completion Date:

Reimbursement Request Submission Date:

(Attach Proof of Payment)

(Attach Transcripts)

Reimbursement Approved by the Principal:

Principal Signature Date

APPENDIX G – TUITION REIMBURSEMENT AGREEMENT

THIS TUITION REIMBURSEMENT AGREEMENT is entered into between Pinon Community School Board, Inc. (hereafter “PCS”) and _____ (hereafter “Employee”) and sets out the terms and conditions for receipt of Tuition Reimbursement for the enhancement of the professional skills and development of Employee. Employee’s Tuition Reimbursement Application was approved by the PCS Governing Board on _____.

Section 1. Purpose of Tuition Reimbursement Program

- (a) Through the Tuition Reimbursement Program, PCS desires to increase the academic achievement of its students through the improvement of staff quality.
- (b) To assure that PCS students and the school receive the benefit from the additional professional training received by employees who participate in the Tuition Reimbursement Program, PCS has established reimbursement requirements set out in this Agreement and the Tuition Reimbursement Program Policy and Employee hereby agrees to comply with those requirements.

Section 2. Payment of Tuition Reimbursement

- (a) PCS will provide for reimbursement of tuition as required by the Tuition Reimbursement Program Policy.
- (b) Employee is enrolling in _____ three or four credit hour courses at a nationally accredited institution.
- (c) PCS will process reimbursement upon receipt of proof of payment and transcripts, which must be submitted within 45 days after the course completion. Reimbursement will not be made for a “C” grade or lower, failing on a pass/fail course, or withdrawal from course. All necessary paperwork must be completed. All reimbursements must be approved by the Principal before payment will be made. Upon successful fulfillment of these requirements and approval by the Principal, Employee will be reimbursed in the amount of \$ _____ (the equivalent to \$250 per three or four credit hour course, up to three courses per contract year).

Section 3. Payback Requirement

- (a) Employee acknowledges and agrees that he/she must reimburse the School if he/she voluntarily resigns or is terminated for cause within two (2) years of receipt of reimbursed monies. Employee agrees to return any Tuition Reimbursement via payroll deduction (or deduction from other amounts due to Employee from PCS) if Employee resigns or is terminated for cause within two (2) years of receipt of reimbursed monies.
- (b) Nothing in this Agreement shall be deemed to provide Employee with any vested right to continuing employment beyond the specified term of Employee’s Employment Contract.
- (c) The Pinon Community School Governing Board, in its sole discretion, may waive, in whole or in part, the reimbursement requirement of Employee.

WHEREFORE, THE PARTIES AGREE BY EVIDENCE OF THEIR SIGNATURES BELOW:

Employee

Date

Governing Board President

Date