

Na'Neelzhiin Ji Olta, Inc.
School Policies & Procedures Manual



NA' NEELZHIIN JI OLTA' MISSION STATEMENT

We, at Na' Neelzhiin Ji Olta, are a Dine' community of students, staff and family. Na' Neelzhiin Ji Olta is preparing future leaders by providing quality education through life skills and college career readiness.

VISION STATEMENT

To Learn, Grow and Succeed

HISTORY OF NA' NEELZHIIN JI OLTA', INC.

"Na' Neelzhiin" is the Navajo community name which describes materials used to make antelope traps by our ancestors. "Ji" is the literal Navajo work for "day" and "Olta" is the word for "school".

Our community school was originally established in 1934 constructed as a four-room day school. As the number of students grew larger, the school converted into a boarding school. The school was reverted back to a Day School in 1978. In 1983, the school moved into a brand-new facility which expanded from FACE, Kindergarten to Eighth grade levels. On July 1, 2007, with the support of the Torreon Chapter and its community members, Na' Neelzhiin Ji Olta', Inc. converted to a P.L. 100-297 grant school.

CERTIFICATION

I, the undersigned President of the Na' Neelzhiin Ji Olta', Inc. Executive Board, hereby certifies that the foregoing Na' Neelzhiin Ji Olta, Inc. Personnel Policy Manual was presented during a duly called meeting of the Executive Board in the community of Torreon, New Mexico and the vote was 2 in favor, 0 opposed and 1 abstained on this 30th day of July 2018.

NA' NEELZHIIN JI OLTA', INC.

ACADEMIC CALENDAR

AUGUST 2018						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8		10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
SEPTEMBER 2018						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29
OCTOBER 2018						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
NOVEMBER 2018						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
DECEMBER 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

08/08-09 Prof Work Days

08/09 - 1st Day of Sch

20 Contract Days

16 - Inst. Days

20 - Contract Days

19 - Inst. Days

09/03 - Holiday

23 - Contract Days

23 Inst. Days

10/11 - 1st - 9 Wks

22 Contract Days

19 - Inst. Days

11/12-Observed Holiday

11/22 Holiday

11/23 - Sch Vac.

21 - Contract Days

15 - Inst. Days

12/16 - 2nd 9 Wks.

12/24- 31 Winter Vac.

12/25 Holiday

JANUARY 2019						
S	M	T	W	T	F	S
		1	2		4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
FEBRUARY 2019						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		
MARCH 2019						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30
APRIL 2019						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
MAY 2019						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

23 Contract Days

20 - Inst. Days

01/03 - 1st Day - 2nd Semester

01/02 Staff Prof Work Day

01/01 & 01/21/Holiday

20 - Contract Days

19 - Inst. Days

02/18 - Holiday

21 - Contract Days

16 - Inst. Days

03/05 - 3rd - 9 Wks.

03/25-29 - Sch. Vac

22 - Contract Days

22 - Inst. Days

11 - Contract Days

10 - Inst. Days

05/14- 4th - 9 Wks

05/14- Last Day of Sch.

05/15- Prof Wk day & Last of Contract

KEY CODES	
	1st & Last of School
	Holiday - No School
	Sch Vac. Days - No Sch
	9 Wks Grading Period
	Professional Days

180 School Days
11 School Vacation Days
7 Holidays
5 Professional Days
203 Contract Days

NA' NEELZHIIN JI OLTA', INCORPORATED (NJOI)

PERSONNEL POLICIES AND PROCEDURES

SECTION 1 - PERSONNEL POLICIES AND PROCEDURES

A. Policies, Purpose, and Application

1. Policies. Na' Neelzhiin Ji Olta', Inc. (NJOI) shall comply with all applicable laws and regulations in all personnel related matters. These Personnel Policies and Procedures (hereinafter "Policies") were established upon the recommendations and approved by the NJOI Executive Board at a duly called meeting of the Board.
2. Purpose. The purpose of these Policies is to provide NJOI management, supervisors and employees with written policies in compliance with Navajo Nation laws and other applicable federal laws and state regulations concerning employee-employer relations.
3. Application. These Policies apply to all NJOI employees except where they are specifically excluded. The NJOI Executive Board is not subject to these Policies but may be subject to other NJOI policies where specific reference is made to them.
4. Gender. Employee refers to a female or male person employed by the NJOI for briefness, the pronoun "he or his" in these Policies shall also refer to the female and male pronouns, "she or her".

B. Distribution and Acknowledgement of these Policies

Each department supervisor lead personnel and executive management shall maintain a current copy of these Policies and all related policy statements issued thereto. Each employee shall, within thirty (30) days of employment or publication of amendments, acknowledge by affidavit that he has read and understands the contents of these Policies.

C. Amendment and Waivers of the Policies

Any provision of these Policies may be amended during the school year as needed and recommendation by the NJOI management and staff subject to the approval of the NJOI Executive Board.

SECTION 2 - CODE OF CONDUCT

The NJOI Code of Conduct is a set of rules outlining the responsibilities of, or proper practices for, an individual, party or organization. Related concepts include ethical, honor and moral codes.

A common code of conduct is written for employees of a company, which protects the business and informs the employees of the company's expectations from each employee

A. New Mexico Code of Professional Conduct (See Exhibit A – Primary and Secondary Education School Personnel – General Provisions of the Licensure Requirements, Code of Ethical Responsibility of the Education Profession.)

1. Code of Ethics
2. Standards of Professional Conduct
3. Failure to Comply with this Code
4. Reporting Requirement
5. Notice of Resignation (See also employment contract)

SECTION 3 – PROFESSIONALISM/ HOW TO CONDUCT YOURSELF AT WORK

As with good health, the absence of professionalism is usually more obvious than its presence. Who will notice whether you have

this quality or not? Your boss definitely will as will your students, parents, community members and co-workers, and it can affect your ability to keep your job and advance in your career. So, what can you do to make sure you exhibit professionalism and what can you do to ensure that you don't show a lack of it?

NJOI employees are encouraged to practice the following qualities/characters:

Make Being on Time a Priority: Showing up late for work or meetings gives the impression that you don't care about your job so make sure you pay attention to the clock. Not only does this go for start times, but this tip also applies to returning from your lunch break.

Don't Be a Disgruntled Employee: Leave your bad mood at the door when you come to work. We all have days when we aren't feeling our best. Remember not to take it out on your boss, your co-workers and especially your students.

Dress Appropriately: For many jobs, workplace attire doesn't include wearing a suit and tie. Whether or not you have to dress up for work or you can wear more casual clothes, your appearance should always be neat and clean. A wrinkled suit is no better than a ripped pair of jeans. Wear the type of clothing your employer requires or that is the norm for your place of employment. Revealing clothing is a no-no. Flip flops, shorts and tank tops are not allowed.

Communication Skills: Watch your mouth, cursing has no place in the workplace. Refrain from using bad language.

Offer to Help Colleagues: A true professional is willing to help his or her co-workers when they are overburdened. He or she isn't afraid to share knowledge, opinion or simply an extra pair of hands. One person's success reflects well on everyone in his or her workplace.

Don't Gossip: While you may be tempted to tell your neighbors what you heard about Suzy or Sam down in another department, gossiping makes you look like a middle school student. Refrain from gossiping.

Try to Stay Positive: Negativity at work brings everyone down and your boss will certainly not appreciate a drop-in morale among his or her employees. Instead, if you think something can be improved, try to do something to make it happen.

Don't Hide from Your Mistakes: As hard as it may be, ownership of your errors and do your best to correct them and make sure you don't make the same one twice. Never blame others but set an example for those who were also responsible to do as you've done.

Be Fair to Others: It is inevitable that you will occasionally have disagreements with your co-workers, or even your boss. You may think that something should be done one way, while someone else will believe it should be done another. Don't let yourself lose control. No matter how upset you are or how strongly you believe you are right, screaming isn't allowed, nor is name calling or door slamming. And, it should go without saying that physical attacks should always be avoided, no matter what. Calmly explain your opinion and be ready to walk away if the other person can't be swayed or if he or she begins to lose control.

Don't Lie: Dishonesty never makes anyone look good, whether it is lying on one's resume or calling in sick. A true professional is upfront.

SECTION 4 – DELEGATION OF AUTHORITY

During the absence of the principal from the School, the principal, at his/her discretion will delegate the most qualified licensed personnel to act on the principal's behalf, to ensure the proper and uninterrupted functions of Na Neelzhiin Ji Olta, Inc. are carried out by performing the routine duties required of the school principal:

This delegation authorizes the mentioned designees to review and approve all routine administrative, financial and personnel documents, with the understanding that they will consult with the principal as necessary. However, all requests for travel are authorized only for the principal to approve per policy.

Please continue to follow procedures by submitting all documents that require reviewing and approval by the school principal.

4.01 Chain of Command

All employees are required to follow the chain of command in accordance with the approved and current Organizational Structure of NJOI Employees who fail to follow the chain of command are subject to disciplinary action.

The Principal/Supervisor can authorize to delegate authority when he/she is out of the office. Delegation of Authority means division of authority and powers downwards to the subordinate. The Authority will be well-defined in writing by the Principal/Supervisor. All people who have the authority should know what the scope of their authority is and shall not abuse it.

SECTION 5 – DISCRETIONARY AUTHORITY

Discretionary authority is the ability to exercise authority that may not be expressly granted by the executive board. The NJOI Executive Board declares that the principal shall be appropriate with his responsibilities and shall be held accountable for producing positive results and oversee the essential means of production. Therefore, the NJOI Executive Board reserves exclusive discretionary authority to the principal to:

1. Carry out the school mission, organization structure and direction of the daily operations, internal security and practices of NJOI and take all action(s) it deems necessary in accordance with established policies to carry out his responsibilities in the daily operations of NJOI and in the event of emergencies, excepting any actions inconsistent with the mission or organization structure of NJOI
2. Determine the characteristic of all positions, the tour of duty and other conditions of employment; and to assign work, reward, train, transfer and take personnel action as necessary.
3. Planning and ensuring efficient levels of work performance within all work units; developing and maintaining good employee working relationships and ensuring staff compliance with applicable policies and conducting employee performance evaluations in accordance with established policies and procedures.
4. Coordinating and supervising all task activities within all work units; maintaining internal operating controls and procedures; preparing other required documents and assist with budget preparations; monitoring expenditures within all divisions and departments; and providing reports to the Executive Board and representing; when necessary, the NJOI before all agencies and the public.
5. Displaying and encouraging respect among employees, ensuring all actions are taken consistent with established policies; are not arbitrary and retaliatory in nature, and ensuring job descriptions are accurate.

SECTION 6 - EMPLOYMENT

6.01 Objective

The NJOI Personnel Policies and Procedures provide a thorough understanding of employment at NJOI, in order to retain the necessary flexibility in the administration of these policies and procedures, the Executive Board reserves the right to modify or eliminate any of the policies and/or benefits described in this manual in cooperation with the administration on any proposed changes that may occur. The employees shall be notified in writing of any modifications to the manual and are expected to follow the modification as adopted by the Board, which will become part of the employment contract at the time of enactment by the Executive Board.

6.02 Employment Policy

Na' Neelzhiin Ji Olta' Inc. (NJOI) shall comply with all applicable Federal, State and Navajo Nations Laws and regulations regarding qualifications, certification, licensure and any other requirements as may be required for any position at NJOI including, but not limited to, highly qualified teachers, highly qualified paraprofessionals staff and other personnel staff. NJOI shall only hire teachers and paraprofessionals that meet the highly qualified status as defined by P.L. 114-95, Every Student Succeeds Act of 2015 (ESSA), as it may be amended. The above qualifications shall be included, by this policy, as necessary, minimal qualifications, as defined by the Navajo Preference in Employment Act (NPEA), for all of the above-referenced positions and shall be noted in all applicable position descriptions as such.

6.03 Employment Preferences/ Equal Employment Opportunities/ Non-Discrimination/ Navajo & Indian Preference

NJOI will comply with employment requirements of the Navajo Nation, the federal government, state and the school's policy, to include, Veteran's preference as stated below.

NJOI is committed to a policy of non-discrimination relative to race, sex, age, religion, disability and national and/or ethnic backgrounds with the exception of the preference given to Indians under the Civil Rights Act of 1964, and subsequent modifications, and the preference given to Navajo under the NPEA and any amendments thereto.

It is the policy of the school, in all employment decisions, to give first preference to qualified Navajo persons, secondly to qualified secondary Navajo preference and thirdly to qualified Indians. Among all candidates, the Navajo candidate who meets the minimum qualification requirements shall have preference. There is no chapter or “local” preference.

Further, it is the policy of the school to provide for Navajo/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 Navajo/Indian applicants for all vacancies. Similarly, active efforts will be undertaken to notify Navajo/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.

The Board may waive the NPEA in a case by case basis and in accordance with the provisions of N.N.C. Title 10 – Navajo Education Amendment Section 124 (C).

- A. *The Navajo Preference in Employment Act (NPEA)* (15 N.N.C. §§ 601 – 619) requires that all employers doing business within the territorial jurisdiction of the Navajo Nation or engaged in any contract with the Navajo Nation shall give preference in employment to enrolled members of the Navajo Tribes; it is the policy of NJOI in all employment decisions, to give first preference to qualified Navajo persons, and secondly, to qualified Indians.
- B. *Indian Preference* provision contained in Section 703(i) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 200e-2 (i) (1982), provides an exception to Title VII’s general nondiscrimination principles allowing certain employers under certain circumstances to exercise an employment preference in favor of American Indians.
- C. *Veteran’s Preference.* A veteran separated from the United States Armed Forces or the National Guard under honorable conditions following more or at least 181 consecutive days of active duty shall be given a preference in employment if qualification requirements are met. Applicants seeking veteran’s preference must submit a copy of their Form DD-214 with their application packet.

6.04 Immigration Law Compliance

- A. NJOI 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.
- B. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with NJOI within the past three years, or if their previous I-9 is no longer retained or valid.
- C. Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resource personnel, or designee. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

6.05 Anti-Nepotism

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

reassigned, transferred or recommended for termination to the Executive Board.

- C. 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.
- D. No person shall participate in the consideration of any application for employment, promotion, discipline, grievance or any other personnel matter which involves any person or persons related by blood, affinity or relation within the third degree.

Examples: (affinity: marriage; in-laws, step and half relatives)

(third degree: uncles, aunts, nephews, nieces, great-grandparents and closer relations).

- E. Relatives are defined as immediate family members, who include: spouse, parent, son or daughter, son or daughter in-law, maternal and paternal grandparents, brother or sister, brother or sister in-law and grandchild. A parent is defined as a natural parent, stepparent, or adoptive parent. A child is defined as a natural child, adoptive child, legal guardian, foster child or stepchild.

6.06 Conflict of Interest

- A. Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. The purpose of this policy is to provide employees with clarification on issues of acceptable standards of conduct regarding relatives and transactions with outside firms and individuals.
- B. The actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or a relative of that employee. For purposes of this policy, a relative is a person who is defined as stated above in Section 6.05 a relative under the NJOI hiring policy.
- C. No person employed by NJOI may be directly supervised by an immediate relative. This policy will apply for summer or part-time work as well as full-time employment. Neither an Executive Board member or their spouse or person who lives with an Executive Board member, may be hired or retained by NJOI
- D. School business dealings with outside firms should not result in personal financial gains for any employee or his/her relatives. An employee who has, or whose relative has a substantial personal interest in any decision of NJOI shall make known the interest in the official records of NJOI and shall refrain from participating in the influence of NJOI's position on any matter as an employee in such a decision. Personal gain may result not only in cases where an employee or relative has a significant ownership of a firm with which NJOI 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 NJOI. All transactions that can be interpreted to involve personal financial gain shall be prohibited.
- E. Additionally, no employee of NJOI shall accept gifts from any persons, group or entity doing, or desiring to do, business with NJOI. The acceptance of any business-related gratuity is specifically prohibited, except for widely distributed, advertising items of nominal value.

6.07 Employee Medical Examinations & Health Standards

Good health of all persons associated with NJOI is important; therefore, to assure and maintain good health of all NJOI employees, it is required that all employees obtain a physical examination biannually. Certain classes of employees that are prone to injury such as bus drivers, food service, maintenance and custodial employees shall comply with a required annual physical examination. All employees must have a completed physical examination on file. Pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Department of Health and Human Services promulgates rules and regulations to regulate the privacy and security of medical information, the employee physical

examinations will be filed and maintained separately from the employee's personnel file. Medical examinations are required for new employees and sensitive position before the first day of duty. This continued employment and assignment to duties is contingent upon the results of the medical exam.

- A. Medical examinations are required within 45 days after date of hire. The continued employment and assignment to duties is contingent upon the results of the medical exam. Employee physical examinations will be filed and maintained separately from the employee's personnel file.
- B. All food service, maintenance and custodial employees shall comply with their required annual physical examinations and submit a copy to the Human Resource, or designee, office for their personnel file by August 30 of each school year.
- C. All bus drivers must provide proof of a Department of Transportation annual physical examination as required by the Department of Transportation. This must be submitted to the Human Resource, or designee, office on the first day of contract.
- D. The School may require an employee to undergo a medical examination at any time necessary if the School questions the employees' ability to perform his/her assigned duties or questions whether the employee may be a direct threat to the health or safety of the employee or others.
- E. All new employees are required to have a current TB test on file.
- F. The use of medical marijuana is currently NOT legal on the Navajo Nation and is also prohibited by federal drug-free work place policies.

6.08 Employee Relations

It makes good business sense to treat employees fairly and considerately. NJOI ensures that policies are in place which is designed to prevent discrimination to stay within the law and to attract the best employees. Harmonious workplace relationships are essential to optimum business efficiency. Even minor problems can develop into grievances or disputes if they are not dealt with quickly and effectively. Although having suitable policies and procedures to resolve workplace problems is essential, in many cases a positive result can be achieved through early and informal intervention.

If employees have concerns about working conditions or compensation/benefits, they are strongly encouraged to voice these concerns directly to their immediate supervisor. We encourage all employees to resolve internal disputes within the school alleviating a need for outside interference. Employees may not take grievances, whether they are the employee's or on behalf of another, directly to an Executive Board member. Employees must follow the grievance policy Section 14.

6.09 Submitting Applications for Employment

NJOI relies upon the accuracy, completeness and truthfulness contained in employment applications and other documents pertaining to the job position applying for. An application must be completed and submitted along with any other documents as required. If recommended for hire, it is the responsibility of the applicant to pay a non-refundable fee of a \$45.00 money order to begin the background check process. Any misrepresentation, falsifications or material omissions provided by an applicant or employee in any of this information or data will result in NJOI's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment will result. Unsolicited applications will not be accepted. Applications will be discarded at the end of a 12-month period, after the position has been filled, or from the date the position was advertised, if the position has not been filled.

6.10 Hiring-Practices

A. Filling Vacancies

Determination: Employment vacancies are determined based on need and availability of funds; therefore, prior to

filling a vacant position, the appropriate supervisors shall verify and notify the Principal the need for such a position and that funds are available for the vacancy. The Executive Board, in consultation with the Principal shall determine whether any vacancy should be filled and the timeline for filling the vacancy in coordination with the Principal, Business Manager and the Human Resource, or designee. All new positions will have a Board approved job description in place before advertising such position.

Reassignment: The Principal is authorized to make in-house reassignments based on the administrator's sole discretion when the administrator determines that it is the best interest of NJOI or necessary for the efficient operation and management of NJOI. The Principal shall inform the Executive Board of the reassignment reason in the next duly called meeting for approval.

Consultants, Trainers: The Principal shall, with the approval of the Executive Board, have authority to hire consultants in accordance with proper procurement procedures. Consultants are not considered employees but are independent contractors who are paid according to the terms and conditions of an Independent Contractor's Contract. Independent Contractors are not employees, therefore are not entitled to any employee benefits, but are entitled only to such compensation and benefits as expressly state in their contract. In pursuant to the NJOI procurement regulations consultants are not entitled to any rights or protections granted to school employees under school personnel policies and practices.

Advertisement of Vacant Position(s): When a job vacancy is authorized by the Executive Board, the Human Resource, or designee, shall consult with the hiring supervisor of the affected department and the Principal. The Principal and/or the Human Resource, or designee, shall be responsible to:

- a) Obtain and modify or develop a position description to include: duties/responsibilities, qualifications, credentials and salary range for a position which may or may not be included in the advertisement;
- b) Establish opening and closing dates for submission of applications and timeline for the hiring procedure (i.e., interviews, reports, etc.)
- c) Identify and consider the transfer of any in-house Navajo employees who qualify for any vacancy per the Navajo Preference and Employment Act.
- d) Identify any qualified, former employees whose employment with the school was terminated due to a reduction-in-force (RIF). Reinstatement of such employees may occur only within the contract year in which the lay-off or RIF occurred.
- e) Post vacancy notices in the School Building at locations designated for in-house announcements for at least five (5) working days after the opening date. To be considered, in-house applicants may submit a letter of interest. In-house applicants that meet the qualifications will be interviewed. If selected, the principal will submit his recommendations to the Board for action.
- f) If there are no qualified in-house applicants, then the Human Resource, or designee, will advertise position vacancy announcement(s) within and outside of NJOI simultaneously to attract qualified employees for equal consideration. Post the vacancy announcement(s) via the internet, local and/or regional newspapers and at physical locations within and outside of NJO, including the local Navajo Nation branch offices, the local Chapter Offices (Torreon/Starlake) and other offices and businesses utilized by the community. The advertising shall be done as widely as reasonably possible to attract qualified applicants and specifically to attract qualified applicants based on NJOI's policy on equal employment (Section 6.03). The advertising shall conform to the requirements of 15 N.N.C. §604(B) (4).

Pre-Employment Screening Process: The pre-employment process after a position has been advertised will be coordinated by the Principal, Human Resource, or designee, the department supervisor of the position under consideration. The following prior arrangements (before an interview meeting) will be conducted and completed for the preparation of the interviewer process:

1. The Human Resource, or designee, will screen applicants by:
 - a. Identifying and screening any qualified former employees whose employment with NJOI was terminated due to a Reduction-In-Force (RIF) within the previous year.
 - b. Screen active applicant pool on file to determine qualifications and;
 - c. Screen all new applicants including internal applicants to determine qualifications and submit a list these qualified applicants to the hiring supervisor and Principal. Qualified applicants are those meeting the minimal requirements set forth in the position description.
2. The Principal, Human Resource, or designee, and the supervisor of said department will select the top three to five qualified applicants recommended to be interviewed.
3. The Human Resource, or designee, will conduct verification of previous employment and reference checks to determine final suitability for employment.
4. The Human Resource, or designee, will develop or modify predetermined interview questions with scoring scale to be used in the interview. Additional questions may be posed during the interview depending at the discretion of the Executive Board President and Principal.
5. At the next duly called Executive Board meeting, the Executive Board will then proceed with the interview process.
6. Upon completion of interviews with selected candidates, the Executive Board along with the Human Resource, or designee, will tabulate the results of candidates and rank the candidates to justify for Board consideration.

Note: A record of all applications for vacancies shall be kept for twelve (12) months from the date the position is filled, or if not filled, from the closing date of the position announcement.

B. Alternative to Pre-Employment Screening

For hard to fill positions as determined by the Principal and Human Resource, or designee, vacancy announcements will not indicate a closing date by stating "open until filled". The Human Resource, or designee, will confer with the Principal as application packets are submitted to determine when and if enough qualified applicants have applied. In cases when only one or two qualified applicants apply, the Human Resource, or designee, will coordinate and schedule interviews.

6.11 Final Approval

Final Decision: All final employment decisions, including salary or salary range, shall be made by the Executive Board except as such authority has been delegated to the Principal or other designee. The Executive Board reserves the right to interview for any position it deems necessary and shall also interview applicants for the Principal position. The Executive Board action shall take place after receipt of the above-noted reports of the Human Resource, or designee, and Principal. The Executive Board is required by the Navajo Preference in Employment Act to hire the most-qualified Navajo, unless the Executive board has waived the Navajo preference requirement pursuant to 10 N.N.C. §124.

Notification of Selection: The Principal and/or Human Resource, or designee, shall notify the selected applicant and negotiate any outstanding terms and conditions of employment and the reporting date immediately following the actions of the Executive Board.

Notice to Applicant: Within five (5) days after the position is filled, all applicants will be notified in writing by the Human Resource, or designee, that the position has been filled.

6.12 Emergency Appointments

The Navajo Preference in Employment Act does not recognize “emergency hires” all positions must be advertised. Some positions can be filled from within (in-house). Advertising of Vacant Position(s), under which advertising would be restricted, except where a Navajo has the minimum qualifications for such position.

- A. **Emergency Vacancy:** When an emergency vacancy occurs requiring the immediate services of a person in a particular position, the Principal is authorized to make in-house reassignments based on the administrator’s sole discretion when the administrator determines that it is the best interest of NJOI or necessary for the efficient operation and management of NJOI. The Principal shall inform the Executive Board of the reassignment reason in the next duly called meeting for approval.
- B. **Requirements for an Emergency Vacancy:** Emergency vacancies 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; however, restricted advertising and hiring may occur and discretionary authority to the principal to be used as determined by the Executive Board or designee.
- D. **Final Decision:** The Principal or designee shall report to the board any emergency appointment for recommendation of hiring.
- E. **Maximum Appointment Period:** No emergency hiring shall exceed the school year. The appointment will be terminated unless the employee has been duly appointed to that position after all employment procedures have been fulfilled.
- F. **Pay:** Where a current employee is reassigned to fill a need identified by the Principal and/or designee, the employee’s pay will be adjusted to that of the new position, per salary schedule if that pay is higher, in which case the reassigned employee’s pay shall remain the same.

6.13 Substitute Teachers, Intermittent Professional, Classified Employees and Short Term Hiring

Substitute teachers and other professional (to include athletic coaches and sponsors) functions may be provided by an annual intermittent contract, which provides for *temporary employment* as needed in the best interests of NJOI. Such contracts shall only be offered to qualified persons and shall provide for employment intermittently during the ensuing year as needed by NJOI.

With Executive Board approval, teacher assistants, bus drivers, on-call personnel may be offered a contract to accept employment as a substitute teacher or a teacher during the absence of a certified classroom teacher, so long as such person is qualified to serve as a teacher or substitute teacher under applicable law or regulations. Such persons are subject to the background check requirements at 25 C.F.R. Part 63. Short-term or intermittent professional employees, except those regularly employed as a teacher assistant, shall be selected and employed as follows:

- A. Position(s) advertised in and about the communities directly served by NJOI when intermittent/short term contract positions become available during the ensuing school year.
- B. All such applicants who are deemed qualified by the Human Resource, or designee, 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 Executive Board. The Principal, or designee, may, prior to submitting its recommendation, interview applicants.
- C. Those persons thereafter approved by the Executive Board, as intermittent contract professionals shall be offered an annual contract to serve on an intermittent basis. Compensation will be determined and approved by the Executive Board. Discretionary authority to the principal may be used as determined by the Executive Board or designee with

the consultation of the Business Manager for determining stipend or salary compensation amounts.

- D. The Principal or designee may select substitute teachers, as needed, from those having been approved to serve as an intermittent employee.
- E. No intermittent contract professional so engaged shall be considered to be independent contractors, not employees, and shall not be entitled to any rights or benefits accorded to an employee by virtue of the Manual except as shall be required by law.
- F. 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 NJOI administration.

6.14 Probationary Employment

As a new employee (new hire, rehire or transfer from another position), you are placed on probationary employment status for 90 calendar days. At the end of the probationary period, your supervisor must either place you on regular status, extend your probationary employment period (not to exceed an additional 90 calendar days), or terminate your employment (within the probationary period or at the end of the probationary period). A decision on your status at the end of your probationary employment period will be based on your supervisor's evaluation. A probationary employee should be counseled by his/her supervisor regarding any job-related deficiencies during the probationary period. This evaluation will be conducted using an evaluation form designed for probationary employment periods. This is not to be confused with your annual evaluation which is conducted using the NJOI Evaluation System. Employees on probationary employment do not have access to the Grievance Procedure.

A probationary period allows an employer to evaluate a new employee to determine whether the employee is proficient or trainable, reliable and a good fit for the organization.

- A. Newly hired employees filling a vacant or new position are probationary employees and shall be subject to a probationary period of ninety (90) calendar days. The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance. The following conditions apply to all probationary employees:
 - 1. Progress reports at one-month intervals shall be conducted by the immediate supervisor.
 - 2. A probationary period may be extended for one additional thirty (90) day period when recommended by the immediate supervisor, and with concurrence of the Principal.
 - 3. Prior to the completion of the probationary period or any extension of the probationary period, the employee's immediate supervisor shall conduct and complete an evaluation of the employee and with concurrence of the Principal and will provide it to the Human Resource, or designee, to maintain.
- B. Probationary employees are entitled to take leave on a case by case basis which requires the approval of the supervisor and Principal. Any approved leave during probationary period is considered to be "Leave without Pay" (LWOP). If the employee successfully completes their probationary period and obtains the status of regular employee, the employee will be entitled to use their leave with approval of their supervisor only. Probationary employees may not be eligible for Unpaid Leave under FMLA due to the requirements under the laws that govern FMLA which requires an employee to have worked 1,250 hours in a 12-month period unless breaks in service is due to the employee's obligation to fulfill his or her National Guard or reserve military duty in the course of seven years. However, employees should ask the Human Resource, or designee, for further assistance in determining his or her eligibility status.

6.15 Probationary Period After Regular Status is Granted

After employees have satisfactorily completed an initial probationary period, additional probationary periods are established for reasons of unacceptable job performance only. If at any time after an employee's initial probationary period, the supervisor determines the employee's job performance to be below established acceptable standards, the following procedure will be applied:

1. **Counseling:** If there is some concern on the part of an employee's supervisor with the employee's job performance, the employee will be counseled for the first time he/she brings the problem to the employee's attention. This counseling session may be documented by the supervisor, but the documentation will not become a part of the employee's official personnel file, unless further action for the same or similar problem becomes necessary.
2. **Written Warning During Probation:** If, after the supervisor has followed step one above, the employee continues to exhibit the same or a similar performance problem the employee will be issued a written warning and placed on probation for unacceptable performance. This written warning will contain:
 - a. A description of the performance problem
 - b. Recommendation for corrective action.
 - c. A statement of a written probationary warning and a notice that another occurrence could result in termination.
 - d. A period of observations (not to exceed 90 calendar days)

A copy of this written warning will be sent to Human Resource, or designee, where it will become a part of the employee's official personnel file.

If the supervisor needs an additional period of observation after the 90 calendar days period mentioned in (d) above, an extension of up to an additional 90 calendar days may be granted. This will be the only extension granted.

3. **Termination:** If, after the supervisor has granted the employee a period of probation (including extension) to improve job performance and the employee's performance is still below acceptable levels, the employee will be terminated.

Termination for the same or similar performance problems may occur at any time within twelve months after a probationary period has been granted. If, after satisfactorily completing a probationary period to improve job performance, the same or similar problem occurs again; the supervisor is not required to begin this process again from step one which is counseling.

Nothing contained in the above stated policy is deemed to create an expectation of continued employment.

6.16 Employee Background Investigations

NJOI must comply with Federal laws pertaining to background investigations, to include Public Law 101-630 Indian Child Protection and Family Violence Prevention Act (as codified in 25 U.S.C. §3207 and implementing procedures found in 25 CFR Part 63) and Public Law 101-647, Crime Control Act (as codified in 42 U.S.C. §13041). NJOI shall allow appropriately trained BIE representatives to review background investigation files for P.L. 100-297 tribally controlled grant and P.L. 93-638 contract employees as may be required by law. The investigation shall cover the last five years of the individual's employment, education, criminal background, etc. (25 CFR 63.16(b)). The expense of the investigation is the sole responsibility of the applicant/employee. Minimum investigation requirements are established by these two Federal laws.

Character Investigations NJOI shall:

1. Conduct an investigation of the character of each individual who is employed, or is being considered for employment by NJOI in a position that involves regular contact with, or control over, Indian children,
2. Employ individuals in those positions only if the individuals meet standards of character, no less stringent than those prescribed for the Bureau of Indian Affairs as NJOI shall establish.

NJO must identify those positions which permit contact with or control over Indian children and establish standards to determine suitability for employment. Those standards should then be used to determine whether an individual is suitable for employment in position that permits contact with or control over Indian children. If not, the individual may only be placed in a position that does not permit contact with or control over Indian children. (25.CFR §63.22(b)).

Criminal Records Check

The minimum standards of character shall ensure that none of the individuals who volunteer or are appointed to positions that involve regular contact with or control over Indian children have been found guilty of, or entered a plea of *Nolo Contedere* or guilty to, any offense under Federal, State or tribal law involving crimes of violence; sexual assault, sexual molestation, sexual exploitation, sexual contact or prostitution; crimes against person; or offenses committed against children (25 CFR §63.12)

Background Investigation

NJO shall ensure that all existing and newly-hired employees undergo a criminal history background check prior to hiring.

Criminal History Check

A background check shall be based on a set of the applicant's or employee's fingerprints obtained by Human Resource, or designee, and on other identifying information; shall be conducted through the Identification Division of the Federal Bureau of Investigation, the State criminal history repositories of all States and through the Navajo Nation that an employee or prospective employee lists as current and former residences in an employment application.

Employment at NJOI is contingent upon the results of the background check prior to hiring. In addition to regular and part-time NJOI employees, background checks are required for consultants and volunteers who have contract with or control over Indian children during the normal course of work for which they have been retained. NJOI may refuse to hire, or may review, or terminate any person who has been convicted of, or admitted committing any of the crimes listed below, or a similar offense in another jurisdiction. In addition, 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 any state or any other jurisdiction as specified below:

Sexual abuse of a minor	Boot legging of alcohol	Assault
Incest	Burglary in the 1 st , 2 nd , 3rd degree	Domestic violence
First or second-degree murder	Aggravated or armed robbery	Prostitution
Kidnapping	Robbery	Commercial sexual exploitation of a minor
Arson	Sexual conduct with a minor	Exploitation of minors, involving drug offenses
Sexual Assault	Molestation of a child	Battery/assault with endangerment of a child
Sexual Exploitation of a Minor	Voluntary manslaughter	Felony offenses involving contribution to the delinquency of a minor
Felony offenses involving the use, sale, distribution, transportation of, offer to sell, conspiracy to sell marijuana or illegal narcotic drugs or controlled substances.		
Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs or other controlled substances		

- a) 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.
 - b) Felony offenses involving the possession or use of marijuana, dangerous drugs or narcotic drugs or other controlled substances
 - c) Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs or other controlled substances
- (Upon selection, it is the responsibility of the candidate to initiate and obtain all the required background checks before

signing an employment contract).

6.17 Commencement of Employment and Post-Employment Procedure

The Human Resource, or designee, will have worked directly with the Principal, reporting the status of the recruitment process during the pre-employment period. Additionally, the Human Resource, or designee, would have and continue to facilitate the employment process leading up to the hiring of all employees approved by the Executive Board after the pre-employment procedures have been successfully completed. This includes the employment offer, negotiating a start date, conducting the new employee orientation and tracking post-employment requirements which include but not limited to medical examinations, First Aid and CPR Certifications.

6.18 Employment Offer

Based on the outcome of the interview process, reference checks and background checks, and the adjudication process as required by 25 C.F.R. Part 63, the Human Resource, or designee, will confer with the Principal for hire of applicant ranked first and the second (should the first candidate not accept offer). The Principal will make the final recommendation to the Executive Board in compliance with the Navajo Preference in Employment Act, under which an employer must hire the most qualified Navajo (or legal spouse of a Navajo) unless the Navajo preference is waived for the position by the Executive Board per 10 N.N.C. §124. If hired by the Executive Board, a contract of employment will be offered to the top candidate selected and in accordance with the board approved position description and salary schedule.

6.19 New Employee Orientation

The Human Resource, or designee, in conjunction with the Supervisor and, if applicable, Facilities personnel are responsible for conducting an orientation to all new employees on their first day of employment which will consist of the following:

1. Overview presentation on NJOI and the NJOI Policies and Procedures Manual.
2. Review of the NJOI Quarters Housing Policies, if applicable.
3. Completion of required forms which includes:
 - A Signed Employment Contract
 - United States immigration and naturalization Form I-9 (as required by law)
 - Employee Acknowledgement Form (recognizing that the employee has read and understands the NJOI Personnel Policies and Procedure Manual).
 - NJOI Confidentiality Agreement Form
 - Drug Free Workplace – Notice to Employees Agreement Form
 - Internet Use Policy Agreement Form
 - W-4 Form – Withholding of Federal Income Tax
 - Benefit Enrollment Forms - Health Benefits (Medical, Dental, and Vision) and Life Insurance
 - 401K Benefit Plan
4. The Human Resource, or designee, will compile the completed documents, make copies of applicable certificate(s) and complete a New Hire Checklist to ensure all required and applicable documents have been completed and provide new employee with a copy of the New Hire Checklist and the NJOI Personnel Policies and Procedures Manual.
5. The Business Manager and Facilities Supervisor will complete a housing rental agreement, if applicable for the employee.

6.20 Required Certifications, Required Job Related Trainings and Required Medical Examinations

The Human Resource, or designee, will work with all newly hired employees to ensure they obtain any necessary certifications not already held by the employee, including but not limited to *CPR and First Aid*

certificates, Food Handlers Permit and Medical Examination which includes a TB Test within their initial ninety (90) day probation period.

Before transporting students, a school bus driver, activity driver, substitute driver and bus assistants are required to have a physical examination and renewed every 24 months from the date of the last examination or before as specified by a licensed physician. Any additional physical examinations shall be required at any other time at the request of the School. Facilities personnel will also be required to obtain physical examination every 24 months. All recertifications, trainings and medical examinations are ultimately the responsibility of the employee. NJOI will arrange opportunities for employees to obtain school sponsored trainings annually and may arrange opportunities for employees to obtain their recertification for First Aid and CPR certificates and Food Handlers Permits.

The following is a list of trainings for certifications, permits, etc. and required frequency:

<u>TRAINING</u>	<u>FREQUENCY</u>
SCAN Procedure & Child Abuse Reporting Training	Annually
CPR	Bi-Annually
First Aide	Bi-Annually
School COOP and School Safety Plans	Annually
Security Awareness	Annually
CDL (Bus Drivers)	Bi-Annually
Bus Drivers, Facilities & Food Service Medical Exam	Annually
Certification (Academic Staff, Athletic Coaches, Maintenance, etc.)	Annually
Food Handlers Certification	Annually

SECTION 7 - EMPLOYMENT CLASSIFICATION AND RECORDS

General: This policy describes the various classifications of positions in terms of employment designation (exempt or non-exempt) and employee definition (full-time, part-time, term appointment, contract, temporary and on-call). *The Fair Labor Standards Act (FLSA)* classifies employee positions as either “exempt” or “non-exempt.” The classification of a position determines how an employee may be paid, among other things, for hours worked in excess of forty (40) hours per week and whether or not they are subject to the minimum wage and overtime provisions of the FLSA. Nonexempt employees are entitled to overtime pay, exempt employees are not.

7.01 Employment Classifications

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

Compensation Guidelines

NJOI shall follow the FLSA as a guide in establishing personnel and payroll policies and regulations. In addition, NJOI uses the Fair Labor Standards Act as a guide to distinguish Exempt employees from Non-Exempt and the subsequent treatment in regard to compensation and overtime issues.

A. Exempt and Non-Exempt Employees:

1. **Exempt Employees.** For compensation purposes, the workweek for a full-time exempt employee is generally considered to be at least 40 hours, although greater emphasis is placed on meeting the responsibilities assigned to the position rather than working a specified number of hours. During the workweek, an exempt employee is expected to work his/her regular schedule and to generally be available as business requires and may be subject to work over 40 hours in a work week. An exempt employee is paid an established salary and does not receive overtime compensation or compensatory time off. Exempt positions include such positions as managerial,

supervisory, professional and administrative whose salaries are fixed based on an agreed annual rate. The salary basis pay requirement for exempt status does not apply to some jobs (for example school teachers are exempt even if the employees are paid hourly).

Exempt Positions	School Position
Administrative	Principal & Business Manager
Professional	Teachers, Counselor, Librarian

2. **Non-Exempt Employees.** For compensation purposes, the regular work week for full-time, non-exempt is 40 hours. Non-Exempt employees are employees who are paid on an hourly rate and are subject to the minimum wage and overtime provisions of the FLSA. Non-exempt employees are paid on a bi-weekly payroll and hours worked are reported on a time sheet. They are entitled to compensation for overtime work at a rate of time and one-half (1 ½) for hours worked in excess of 40 hours in a workweek subject to the prior approval by the department supervisor. Non-exempt employee's positions include such positions as secretarial, clerical maintenance and service workers. This applies to all non-exempt regular full-time or regular part-time employee.

Non-Exempt Positions	Education Technicians, Food Service, Bus Drivers, School Secretary, Facilities Personnel, Registrar, Security Personnel, Fire Watch, Administrative Assistant, Information Technician, HR/or designee, Payroll
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- B. In addition to the above, each employee belongs to one of the following employment categories:

Year-Round Employees (12 months: contracted from July 1st – June 30th) are those who are regularly scheduled to work a full-time schedule on a year-long basis.

School Year Employees (10 months: contracted from August - May) 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.

Regular Full-Time Employee is hired for a period of time and is normally scheduled to work forty (40) hours per week. Appointment is continuous through the contracted year, subject to satisfactory performance and availability of funds.

Regular Part-Time Employee is hired for a period of time and is scheduled to work less than forty (40) hours per week. Employees in this category are classified either as three-quarter time (3/4), normally scheduled to work 30-39 hours per week; half-time, normally scheduled to work 20-29 hours per week; or less than half-time, normally scheduled to work 1-19 hours per week. Appointment is continuous through the contracted year, subject to satisfactory performance and availability of funding.

Part-Time Employees are employees hired for NJOI or full year who work less than 40 hours per week or less than the full-time number of hours established for a position if such number of hours is specifically set by these policies. Benefits for such employees are determined by their individual contracts with NJOI 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," which are those who are entitled to receive benefits as described in this policy. Prior to any employee providing services to NJOI pursuant to a stipend or other arrangement, said person must complete the fingerprinting and background check as set forth above. Part-time employees are subject to rules and standards of conduct set forth in these policies and have the right to the grievance and appeals procedure set forth herein.

Term Appointment Employee. A term appointment employee is hired (full-time or part-time) into a position that is designated to run for a defined period of time. This may happen for various reasons; such as, the position is funded

from non-recurring sources (i.e. contracts and grants) or the position is needed to complete a special project. Term employees are normally hired for periods greater than six (6) months and less than three (3) years. Employees hired for a term appointment will be separated from NJOI as the specified date unless the supervisor notifies the employee that the appointment will be extended. For the specified period of appointment, term employees are entitled to all other rights and privileges as regular status employees, except the right to grieve separation at the end of the appointment. Term appointment employees are not placed on layoff status at the end of the appointment.

Probationary Employees. Probationary employees are those newly hired whose performance is being evaluated to determine whether further employment in a specific position is appropriate. Newly hired employees are those employees who were not employed by NJOI immediately before hiring for the position, or whose contract was terminated or non-renewed more than (1) one calendar year before their rehire by NJOI for the subject position. Probationary employees' employment may be terminated pursuant to the termination policies set forth in these policies and procedures.

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 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 until notified of a change. Temporary employees are only eligible for the legal mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all other school benefit programs. Temporary employment with NJOI terminates at the time stated in their contract or at the fiscal year ending June 30, whichever comes first. Temporary employees have no right to continued employment or to appeal the termination of their employment.

Temporary/Supplemental Duties: Temporary/Supplemental contracts can be arranged for a period of no more than "90 work days" and shall not extend beyond the end of the fiscal year ending June 30, whichever comes first. Only full-time employees are eligible for a Temporary/Supplemental contract. These contracts are to be used when a teacher or qualified staff is employed for the purpose of filling an unexpected vacancy or assigned additional or supplemental duties during the school year.

On-Call Employee. An on-call employee is employed on an intermittent basis to work special events, during peak work periods, to fill in for an absent employee and in other similar circumstances. An on-call position may be renewed by the employee's supervisor by submitting a justification memorandum to the Executive Board for approval.

Student Teachers: Student teachers are individual college students who teach at NJOI under a recognized student teacher program and are not employees of NJOI. Student teachers do not have the rights of employees under these policies, nor shall they be compensated for their student teaching activities. However, student teachers must adhere to the standards set forth for the staff in these policies. Any violation of NJOI standards by the student teacher shall be grounds for the immediate termination of the student teaching opportunity.

7.02 Employment Reference Checks

To ensure that individuals who are employed by NJOI are well qualified and have a strong potential to be productive and successful, it is the responsibility of the Human Resource, or designee, to check the employment references of all applicants. The Human Resource, or designee, will also 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.

7.03 Personnel Record Updates

It is the responsibility of each employee to promptly notify their Supervisor, Principal and the Human Resource, or designee, of any changes in personnel data, such as, _____ personal mailing addresses, telephone numbers, number

and names of dependents, individuals to be contacted in the event of an emergency. Educational accomplishments, transcripts and other such credentials shall be reported to the Human Resource, or designee, by the employee. The Human Resource, or designee, shall keep a current and confidential record of all reported information.

Teachers, Counselors, Principal and other employees who are required to be certified and/or license shall deliver proof of the required certification to the Human Resource, or designee. Each employee is responsible for obtaining and maintaining any required certification. Any certificate or licensure shall be displayed in that employee's work station.

7.04 Access to Personnel Files

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

Personnel files are the property of NJOI and access to the information they contain is restricted and confidential in accordance with federal and Navajo laws. Wherever the laws allow, the confidentiality of the information shall be maintained. Unless the laws direct otherwise, only supervisory management personnel or members of the Executive Board, at a duly called meeting, who have legitimate reason to review information in the file shall be allowed to do so. To the extent allowable by the Navajo Nation Privacy Act, 2 N.N.C. §81, et seq., laws, personnel files will not be considered public records. An employee, who wishes to review his/her own file, should contact the Human Resource, or designee. With reasonable advance notice, an employee may review his/her own personnel file in NJOI's records and in the presence of the Human Resource, or designee. No documents may be altered, added to, or removed from the file during such review. See also §7.05 – Personnel or Business Records Requests.

In each personnel file, there will be a "Review Log" sheet on file, which if at any time an employee, a supervisor, management and/or Human Resource, or designee, reviews, adds, removes (expunged with approval by the Executive Board) or amends an individual's file, the Review Log sheet it will be signed, dated and a reason for such a will be documented.

7.05 Personnel or Business Records Requests

All documents and record requests shall be made to the Principal, who shall refer such requests to the director of the Human Resource, or designee, or Business Office as may be appropriate. Such requests must be in writing, using the NJOI Request for Records Form. School documents and records may only be provided pursuant to this procedure and upon completion of NJOI Request for Records Form. NJOI shall respond to all such requests as required by the Navajo Nation Privacy Act, 2 N.N.C. §81, et seq., and specifically 2 N.N.C. §§ 86 and 88 of the Act, within ninety (90) days of the request, using NJOI Request for Records Form.

The Principal must confer with the Navajo Nation Department of Justice prior to deciding to deny a request for a school record submitted pursuant to the Navajo Nation Privacy Act. (hereinafter "Act") 2 N.N.C. §§ 81-91 and amendments thereto.

A requesting party may appeal the denial of a Records Request to the Principal. An appeal must be in writing, stating the specific reasons why the record should be released and why the cited authority is inapplicable and must be filed and received in the Office of the Principal within ten (10) business days of the denial. The Principal shall issue his/her decision on the appeal ten (10) business days or less from receipt of the appeal. The decision of the Principal is final unless reversed by the Navajo Nation Court pursuant to 2 N.N.C. §88 (6). Providing school documents other than through this procedure and use of the attached forms is grounds for disciplinary action up to and including termination. Violation of the Navajo Nation Privacy Act could also subject an employee to civil or criminal fines in a court action brought by the Navajo Nation. NJOI shall apply the Act in concert with its policies relative to student confidentiality.

7.06 Non-Disclosure

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

- Information subject to the attorney-client privilege (i.e. litigation and personnel matters)
- Matters discussed by the Board in Executive Session
- Documents protected under the Navajo Nation Privacy Act. 2 N.N.C. §§84-85
- Employee Compensation information
- Employee Medical file
- Students Records

Any employee who discloses confidential business information will be subject to disciplinary action, up to and including termination of employment, even if he or she does not actually benefit from the disclosure of information. Disclosure of information subject to the protections of the Privacy Act could result in civil or criminal penalties in an action by the Navajo Nation. Likewise, a refusal to disclose information that may be released under the Privacy Act could result in civil or criminal penalties in an action by the Navajo Nation.

7.07 Position Descriptions

All employee positions shall have a position description. Immediate supervisors shall use position descriptions to orientate their new employees regarding their duties and responsibilities. Immediate supervisors shall use position descriptions and these policies as the basis for evaluating the performance of an employee. Preparation of position descriptions shall be the responsibility of the Human Resource, or designee, who shall consult with department supervisors and the Principal in developing those descriptions. All position descriptions shall be approved by the Executive Board prior to use.

7.08 Performance Evaluation

Policy: Performance evaluations are a continuous process of measuring the quality of an employee's performance of job duties and responsibilities. The performance evaluation process: (1) provides the employee with the supervisor's assessment of areas or strengths and weaknesses which need 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 evaluation will be the supporting data used for individual personnel decisions and to plan group training, organizational restructuring and work force expansion.

Evaluation Period: A minimum of two (2) performance evaluations must be conducted per employee by their supervisor or designee. The first evaluation, for all employees except for the principal, shall be due by August 30th and the second and final evaluation shall be due by January 31. New employees will be evaluated within 30 days after the ending of 90-day probation period. However, NJOI reserves the right to conduct additional performance evaluations at any time if an employee demonstrates unsatisfactory work performance as determined advisable by the employee's supervisor or the Principal. Otherwise, the two (2) evaluations must be conducted to avoid any grievance procedures by the employee affected.

Performance Standards: Performance standards will be based upon the job elements set forth in the written Position Description and where possible, written in measurable objective statements. The Principal and supervisors are required to meet with individual employees to review performance standards. All employees will review the performance standards with the immediate supervisor within the first thirty (30) days of employment. New employees will review the performance standards with the supervisor within the first two (2) weeks of employment.

Deficiencies: A formal performance evaluation will be conducted when unsatisfactory work performance is 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.

Administration: It is the responsibility of the Human Resource, or designee, to prompt the department supervisors of the impending performance evaluations and to provide supervisors with performance evaluation forms in advance for each employee, to include the principal, in their areas of responsibility. Copies of the performance evaluation will be filed in each employee's personnel file.

Procedure: Human Resource, or designee, will provide a list of employee names/positions to the principal to be evaluated one week prior of evaluation deadlines stated above in the Evaluation Period.

Principal: The Executive Board is responsible for conducting annual evaluations for the Principal. The evaluation shall be based upon criteria taken from the position description or other criteria selected by the Board. All evaluations will be discussed with the Principal in an executive session of a duly called meeting. The Principal will be given a copy of the written evaluation. The first evaluation shall be conducted by the Executive Board at the November regularly scheduled Executive Board meeting. The second evaluation shall be conducted by the Executive Board at the March regularly scheduled Executive Board meeting.

Principal Evaluation Procedure: The Executive Board will be given a copy of the evaluation form by the Human Resource, or designee, one month prior to the evaluation date to be completed by the board members. The evaluation forms containing the elements, the rating of each element and comment section will be submitted to the Human Resource, or designee, to calculate the ratings and type all comments made from each board member. When final evaluation form is complete, the official evaluation form will be discussed in executive session with the principal. If a board member is not present for the evaluation on the specified timeframe of the evaluation, the evaluation form submitted by the absent board member will suffice which will contain the absent board member's ratings and comments. For the best interest of the board, the Executive Board president will continue to conduct the evaluation if any board members are not present for the evaluation.

Employee Comments: Every performance evaluation form shall include a section for employee feedback. If the employee does not agree with the evaluation, a statement of non-concurrence can be included in the evaluation. Nothing further shall be added to the evaluation.

7.09 Contract Renewal/Non-Renewal

Definitions:

Letter of Intent: A letter of intent is generally an agreement to agree. It outlines the terms between parties who have not formalized an agreement into a contract. Letters of intent are generally not binding and unenforceable. Such letters indicate an intention to do something at a later date.

Contract: An agreement entered into between an employer and an employee at the time the employee is offered a contract for the following contract year that outlines the exact nature of their business relationship, specifically what compensation the employee will receive in exchange for specific work performed. Moreover, the binding agreement specifies terms and conditions under which a person consents to perform certain duties as directed and controlled by an employer in return for an agreed upon wage or salary. Whether stated or not in the contract, both the employee and the employer owe the duty of mutual confidence and trust, and to make only lawful and reasonable demands on each other. Every employee is under the obligation to carry assigned duties, or the employer's instructions to the best of his or her abilities. The employer is under the obligation to protect the employee from harm or injury and make fair compensation for any loss or damage resulting from any job-related accident.

Renewal or Non-renewal of employment at NJOI will be decided during the last quarter of an employee's current contract year; or if the employee's contract expires without a decision or action, the employee's employment with NJOI will be deemed to have been non-renewed and employee's employment with NJOI will terminate with the termination

date of employee's current contract. As established by the Navajo Supreme Court, a non-renewal of an employment contract is not "adverse action."

All NJOI Staff. No later than the March scheduled Regular Executive Board meeting of each year, the Principal shall submit his recommendations to the Executive Board with regard to whether current employees should or should not be offered new contracts for the following school year. In formulation of the recommendations, the Principal or the Executive Board's designees shall consult with the employee's immediate supervisors. The Executive Board shall make decisions regarding those recommendations at the March scheduled Regular Executive Board meeting. If the Executive Board is unable to do so at the March Regular Executive Board meeting, the Executive Board at its sole discretion may defer their decision to a later date. However, it is the intent of the Executive Board that unless an unusual circumstance arises, they will make their decision on their recommendation for employees at the March Regular Executive Board meeting.

A non-renewal is not considered adverse action. The Executive Board does not recognize any tenure rights or rights to continued employment of any employee. Therefore, the decision to non-renew employees by the Executive Board is final and not subject to an appeal or grievance. Written notice of the non-renewal shall be provided to the employee as soon as possible after the Executive Board meeting.

If the Executive Board elects to approve the recommendations to offer the employee a contract, thereafter, the Executive Board will offer a contract for employment for the following school year, the employee must agree in writing and by signature through a *Letter of Intent* within (15 calendar days) of the renewal date to serve the next school year in order to complete the proposed contract renewal. If the School does not receive your written acceptance of the offer within the timeframe provided, the employee has voluntarily forfeited (surrendered) their right of continuing employment. *Note: A Letter of Intent is not considered a contract.*

Note: The contract for the following contract year must be signed within the month the contract was approved for renewal.

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

Temporary Employees: If temporary employees are not hired for any specific contract term, the contract renewal provisions described herein do not apply to temporary employees.

7.10 Addendum to Contracts; Short-Term Contracts

Employees will be given an addendum to their contract or be given short term contracts to meet the needs of NJOI or for training (i.e. summer school, teacher professional development, etc.) while on summer break where the employee will be employed by NJOI for the coming academic year. Compensation will be based on either a flat fee or on a pro rata calculation based on the employee's salary for the coming academic year. NJOI will cover reasonable related expenses such as registration and travel for such contracts. No general leave shall be posted, accrued or used during such short-term contracts.

SECTION 8 - MANAGEMENT OF THE WORK FORCE

8.01 Safety

To provide a safe and healthy work environment for students, employees and visitors, NJOI has established a workplace safety program. This program is a top priority for NJOI. The Principal has the responsibility for implementing, administering, monitoring and evaluating the safety program; however, its success depends on the alertness and personal

commitment of all. All employees have the responsibility of ensuring a safe workplace.

NJOI provides information to employees about work place safety and health issues through regular internal communication channels such as supervisor employee meetings, bulletin board posting, memos, or other written communications. Employees and supervisors shall receive periodic work place safety training. The training shall cover potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards. Some of the best safety improvement ideas come from employees. Those with ideas, concerns or suggestions for improved safety in the work place are encouraged to raise them with immediate supervisor.

All employees are expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report in writing (or may use a Work Order) any unsafe condition to their immediate supervisor. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees are required to immediately notify their immediate supervisor of the injury. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures. Employees who violate safety standards, who cause hazardous or dangerous situations, and/or who fail to report, may be subject to disciplinary action, up to and including termination of employment. Furthermore, failure to immediately report a workplace accident or injury could jeopardize a valid worker's compensation claim.

8.02 Management/Supervisory Standards

Adherence to management/supervisory (hereinafter "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 NJOI. Therefore, all employees in supervisory positions are expected to comply with the following supervisory standards of conduct. Failure to comply therewith shall constitute a violation of this Manual and will be cause for discipline contained under the Table of Disciplinary Penalties. All supervisors shall comply with and fulfill the following standards of conduct:

- A. Develop and maintain the highest possible level of performance in their work areas.
- B. Develop and maintain good employee working relationships and conduct in their work areas.
- C. Plan, organize, direct, coordinate and supervise all functional activities and responsibilities within their assigned work areas.
- D. Prepare budgets, performance reports and other documents as required.
- E. Submit reports and other documents to the Principal and School Board.
- F. Implement personnel policies and procedures as outlined in the Manual.
- G. Implement and maintain internal operating policies, procedures and control.
- H. Safeguard and account for assets for which there is a custodial responsibility.
- I. Represent NJOI in official functions as directed.
- J. Approve or disapprove documents in accordance with established policies and procedures.
- K. Maintain reporting relationships.
- L. Coordinate activities with other departments.
- M. Monitor the presence of unauthorized individuals at the worksite and take appropriate action.
- N. The supervisor shall at all times comply with all terms of the supervisory position description.
- O. The supervisor shall at all times maintain open and honest communication with supervised staff personnel.
- P. Shall be honest and trustworthy in dealings with the school.
- Q. The supervisor shall always maintain a cooperative attitude toward all supervised staff for the accomplishment of

defined goals.

- R. 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.
- S. The supervisor shall, always, adhere to all provisions of the Manual and shall enforce the terms thereof equally and fairly regarding all supervised employees.
- T. Generally, employees of the NJOI are expected to conduct themselves on the job in a respectable manner. Employees are on the job at all times when they are on campus or otherwise on official school business on or off campus.

8.03 Standards of Conduct

All employees shall be subject to discipline contained in the Table of Disciplinary Penalties for the commission of any one or more of the following offenses:

- A. The failure or refusal, without just cause, to obey or carry out any orders, instructions, assignments or duties within the time designated by one in a position of authority for the performance of said orders, instructions, assignments or duties.
- B. The failure to maintain, to all persons, conduct, demeanor and speech exhibiting the respect and professionalism appropriate to the employee of an educational institution.
- C. Failure, without just cause, to obey or comply with any directive or adopted and approved published policies of the Executive Board.
- D. 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.
- E. The unexcused absence from one's duties or duty station for more than one hour.
- F. Idleness, sleeping or unauthorized participation in non-job-related activities during duty hours (i.e. cell phone usage, posting on to social media, on-line shopping, etc.)
- G. Any act or failure to act which will endanger or cause physical or emotional damage or educational or moral harm to any student of the NJOI at any time while said student is enrolled as a student. The NJOI disallows corporal punishment, which is defined as "intentionally striking the child or other forms of child abuse noted herein".
- H. Any act or failure to act will foreseeable endanger or cause physical harm to another employee.
- I. 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 NJOI, or any employee or student thereof.
- J. Any violation of the Drug Free Workplace Policy. This shall include the abuse of any controlled substance, including, but not limited to, alcohol.
- K. 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.
- L. The use of School property, without proper authorization from the Principal.
- M. 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.
- N. Theft of property belonging to or in the care and/or custody of NJOI or any other employee or student of NJOI.
- O. No employee shall place or allow themselves 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.

- P. 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 NJOI, its programs or operations.
- Q. No employee shall conduct or participate in any unauthorized political activity during working hours or when using School property or facilities.
- R. No employee shall presume to speak for or on behalf of NJOI, the Executive Board or the administration unless specifically authorized to do so. An employee who is officially designated to so speak shall at all times be accurate, shall exercise proper restraint and shall show respect for the opinions of others when serving as a designated spokesperson in public statements and proceedings relating to NJOI, its policies or operations.
- S. Employees shall dress in a manner appropriate and proper with respect to their position, the occasion and their function while on duty or when representing NJOI in any capacity. Clingy and revealing clothing, excessive cleavage, t-shirts, jeans with holes, shorts, sandals and flip-flops are not considered proper attire for employees.
- T. 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 NJOI, without the specific authorization of the Principal or the Board, as may be appropriate.
- U. Failure of a supervisor to comply with the previous Section of this Manual.
- V. No employee shall engage in any activity of misconduct, abuse, or harassment of a sexual nature towards any other employee or student of NJOI.
- W. 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.
- X. No employee shall be arrested or convicted by any recognized police agency or judicial body for abusing or being under the influence of substances, including alcohol.
- Y. 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 NJOI or affiliated with NJOI or any business transactions of NJOI.
- Z. No employee of Human Resource, or designee, 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.
- AA. No employee shall convince or attempt to persuade any employee or student to commit an unlawful act or acts in violation of these policies, the Navajo Nation, United States or the State of New Mexico laws or regulations.
- BB. No employee shall engage in vending, soliciting or collecting contributions on the campus at any time, without prior written authorization from the Principal.
- CC. Employees will at all times be responsible with money or property of NJOI and carelessness or negligence with the same shall be a violation of these policies.
- DD. Licensed educational and administrative personnel shall also be expected to comply with applicable ethical and professional standards.
- EE.
- FF. . NJOI recognizes that some of our employees may choose to express themselves by posting personal information or

opinions on various social media platforms by uploading content, or by making comments on postings by others.

Workplace issues can arise, however, when a personal posting appears to be associated with NJOI, or when a personal posting is used in ways that violate the rights or privacy of students, other employees, or others; or, which harasses, bullies, defames, disparages or threatens others associated with NJOI. Such actions may result in disciplinary actions.

NJOI employees shall refrain from using social media while on work time or on equipment NJOI provides, unless it is work-related as authorized by their supervisor consistent with NJOI internet policies. Employees may do so on their own time. Employees shall not use NJOI email addresses to register on social media platforms or for personal use.

8.04 Community Standards

Employees acknowledge and understand that NJOI belongs to the community, which serves by providing educational opportunities to all. For this reason, all employees of NJOI are expected to maintain high standards of conduct, in conformance with acceptable and reasonable community standards. It must be recognized that every School employee's actions and conduct will be viewed and appraised by the community, staff, and students. Employees who compromise or embarrass NJOI by violating community standards are not considered appropriate for employment at NJOI and are not suitable role models for the students. Such employees may face disciplinary action up to and including termination.

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

- Employees displaying intimate affection in public at the workplace. **Workplace:** The school grounds, building, vehicles belonging to and are under the authority of NJOI, parking lots within the land granted to NJOI and any location where the employee is performing School duties or functions.
- Showing up to work with "hickeys" on visible parts of the body;
- Inappropriate behavior in public.
- Prohibition on engaging in an extramarital affair which becomes a problem in the work place.

8.05 Dress

Employees are expected to pay attention to their appearance and dress in a manner consistent with their functions and duties within an educational institution which serves their constituents, students, parents and coworkers. Administrative and Teaching staff should make a determined effort to dress in a manner that reflect the standards, morals and ethics they are expected to uphold as they visibly represent a level of professionalism. Thus, the impression made on students, parents and visitors must be of foremost consideration. All staff are refrain from wearing clingy and revealing clothing, showing excessive cleavage, t-shirts, jeans with holes, shorts, sandals and flip-flops.

8.06 Regular Hours of Work

A. Academic and Administrator Employees

1. The regular core business hours for all NJOI non-exempt non-certified personnel shall consist of five (5) consecutive eight (8) hour days, Monday through Friday from 8:00 a.m. to 4:30 p.m. However, work schedules may vary for individuals and departments, such as the Transportation department personnel, to accomplish the duties and responsibilities assigned them. All exempt academic personnel are expected to be at their work stations from 8:00 a.m. to 4:00 p.m. All lunch and other breaks shall be scheduled to ensure ongoing service to the school, students and public.
2. Regular attendance and promptness during scheduled work hours is expected of each employee. Tardiness or leaving early may be cause for disciplinary action. Attendance and promptness may be monitored by time cards kept as official records for non-exempt staff. The use of a time clock shall be at the discretion of the Principal.
3. Deviation from the normal tour of duty such as flex time shall be authorized by the employees' department supervisor and/or the principal and shall be for the benefit of the NJOI. (See Section 8.17- Flextime Policy).

B. Food Service Employees

The regular business (core) hours for NJOI food service personnel shall consist of five (5) consecutive eight (8) hour days, Monday through Friday from 6:30 a.m. to 2:00 p.m.; however, work schedules may vary for individuals in this department to accomplish the duties and responsibilities assigned them. All lunch and other breaks shall be scheduled to ensure ongoing service to the school, students and public.

C. Facilities Personnel

Maintenance Personnel: The basic work week for maintenance employees shall consist of five (5) consecutive eight (8) hour days, typically Monday through Friday with alternate schedules between the maintenance personnel of 6:00 a.m. to 2:00 p.m. and 7:00 to 3:00 p.m. The work week/hours may not necessarily be in accordance to the mentioned hours when emergency situations occur.

Custodian Personnel: The basic work week for custodial employees shall consist of five (5) consecutive eight (8) hour days, Monday through Friday from 12:00 p.m. to 8:30 p.m.

The Maintenance Supervisor shall schedule the basic work week to ensure that service is available at all times and shall establish procedures to handle requests for emergency services.

- D. Transportation Personnel:** The basic work week for the transportation personnel shall consist of five (5) consecutive six (6) hour days, Monday through Friday from 6:00 a.m. to 9:00 a.m. and from 2:00 p.m. to 5:00 p.m. The work week/hours may not necessarily be in accordance to the mentioned hours due to after school activities, field trips, overnight field trips, away sports games, etc.

The Transportation Coordinator shall schedule the basic work week to ensure that service is available at all times and shall establish procedures to handle student transportation services.

At times, circumstances will require schedules for employees to vary throughout NJOI. Also, different terms and conditions apply to exempt and non-exempt employees under these policies. Reference: Overtime section of this manual which 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 may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day of the week. Staff, however, may not work in excess of a straight twelve-hour shift with the exception of Bus Drivers who may be required to work no more than fifteen hours for trips that necessitate it per the NM Pupil Transportation Regulations to include overnight field trip chaperones. (See Section 8.17 (B)(1) for compensation rule for overnight trips for chaperones).

8.07 Attendance and Punctuality

To maintain a safe and productive work environment, NJOI expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on NJOI. 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 and may lead to disciplinary action, up to and including termination of employment.

8.08 Absences

If an employee is unable to report for duty, that employee must notify the immediate supervisor at least one hour prior to the beginning of work. Failure to do so may result in disciplinary action.

8.09 Absence Without Leave/Tardiness

All unauthorized and/or unreported absences will be considered Absence Without Leave (AWOL), and a deduction of

pay for the time missed will be made. This shall include absence due to lateness or due to leaving early or any other absence that is not specifically excused. Such absences will be grounds for disciplinary action or termination. AWOL for three days within a calendar month will be deemed abandonment from employment. Absences will not be excused unless the reason for absence conforms to policy on leave or vacation leave, or other specific policy on excused absences as adopted by the Executive Board.

8.10 Outside Employment

Full-time employment with NJOI shall generally be the sole employment of an employee; however, an employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with NJOI and such employment does not constitute a conflict of interest. Employees should consider the impact that outside employment may have on their health and physical endurance. All employees will be judged by the same performance standards and will be subject to NJOI scheduling demands, regardless of any existing outside work requirements. If NJOI determines that an employee's outside work interferes with the employee's performance or the ability of the employee to meet the requirements of NJOI as they are stated or modified from time to time, the employee may be required to terminate the outside employment if he or she wishes to remain employed by NJOI. Outside employment will present a conflict of interest if it has an actual or potential adverse impact on NJOI.

8.11 Training

All employees are encouraged to develop skills through on-duty and off-duty training. When funds are available, training will be provided by NJOI. All school-year (10-month) employees who receive training at the expense of NJOI during the summer are expected to work for NJOI the following contract year. Any employee who chooses not to work at NJOI during the upcoming contract year following summer training shall reimburse NJOI for the cost of the training from the employee's final check if the employee is on pro rata status or by scheduling a payment plan.

- A. In-Service Training.** Workshops for NJOI 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 may be required to provide In-Service-Training to the staff depending on its applicable value and need.
- B. Off-Site Training.** Training opportunities which requires travel and overnight stay shall be subject to approval by the Executive Board depending on funding, distance, if training is advantageous for the School and length of training. The Principal will place all travel/training requests, to include all travel expenses information, on the agenda for the next regularly scheduled Executive Board meeting and a report from the Business Manager for funding availability must be submitted before approval. Travel/training will NOT be authorized without the appropriate justifications/documentations as specified above.
- C. Employee Development.** The immediate Supervisor will ensure that authorized employee development programs are properly administered and forwarded to the Human Resource, or designee, for tracking and filing in the employee's personnel file.
- D. Training Records.** Employees and their supervisors will work closely with the Human Resource, or designee, to ensure records of all trainings received are maintained in each employee's personnel file.

8.12 Timekeeping

Accurately recording time worked is the responsibility of every employee. Federal and State laws require NJOI to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is time spent on the job performing assigned job-related duties as stated in the employee's position description. Employees must accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They must also record the beginning and ending time of any split shift or departure from work for personal reasons. Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary

action, up to and including termination of employment. Time cards shall be kept at the work site.

- A. **It is the employee's responsibility to sign his or her time record and to certify the accuracy of all time recorded.** The accuracy of the time recorded shall be agreed upon by the employee and the supervisor before signatures are obtained thereafter. If time record is NOT signed by the employee and their supervisor, the time record will not be accepted and will not be authorized for pay.
- B. **It is the employee's responsibility to submit and sign their leave slips prior to the payroll deadline date to certify the accuracy of all time recorded by the Business department.** Leave slips that are NOT signed by the employee and their supervisor, to justify supervisor approval of leave, or submitted in a timely manner will not be authorized for pay.
- C. Timecards and time sheets must be turned in to the supervisor on the last day of the pay period on Friday. The supervisor will submit all approved time records to the payroll personnel for processing.
- D. In addition, if corrections or modifications need to be made to an employee's time record, the employee will be notified before the changes are made. The employee, supervisor and business manager must verify the accuracy of the changes by obtaining the employee signature.
- E. It is the responsibility of the Business Manager to finalize accuracy on all time records before payroll processing.

Section 8.13 Compensation

A. SALARY SCHEDULE

The administration will prepare a salary schedule annually and present it to the Board. The Board shall amend and/or adopt the salary schedule for all personnel. The Board shall also adopt guidelines for placement in the salary schedule.

- 1. Any bonus paid will be determined by the Board.
 - 2. A second bachelor's degree will be counted as BA+ 15 hours on salary schedule.
 - 3. A second master's degree will be counted as MA+ 15 hours on salary schedule.
 - 4. Graduate and undergraduate professional/continuing courses in education will be accepted for salary advancement.
 - 5. Graduate level courses will be accepted for salary advancement.
 - 6. Dual Language, Special Education, Math and Reading Endorsement may be considered for extra compensation.
 - 7. Any additional credit hours earned by Professional Staff and Education Assistants and other departments will be eligible for movement on the salary schedule based on the salary schedule increments. Official transcripts must be submitted by October 1 of each school year.
 - 8. Maintenance employees will receive extra compensation for certification in building trades such as electric, plumbers, carpenter, boiler, etc. If the school pays for the certification, the employee will receive no additional compensation.
- B. The administration or Board may acknowledge staff accomplishments, morale, wellness, work performance, or other items, budget permitting through:
- 1. Any and all Board approved incentives/raises such as: Cost of Living Adjustment (COLA) and/or performance pay increases, bonuses, transportation subsidies, attendance recognition, staff appreciation, years of service, holiday bonuses, staff appreciation gifts, sign-on bonuses, staff recognition functions and other Board approved recognitions that will enhance staff morale and welfare. Staff must fulfill all employment obligations, contract terms, and contract dates to be eligible for bonuses and extra compensations, as approve by the Board. Any or all extra compensations will be processed and paid through payroll.

2. Regular full-time employees may be eligible for bonuses or unused leave payout as may be set by the Board, contingent upon the availability of funds. Such bonuses, unused leave payouts and final paychecks scheduled to be paid out at the end of the employment contract shall be paid contingent upon employee's completion of a school-wide checkout. Any money owed to the school and/or the cost for damaged school property, at the time of school-wide checkout, will also be deducted from any bonuses, stipends, unused leave payout or final paycheck.
3. A new hire resigning or through involuntary termination before completing a 90-working day probationary period and/or the school year shall not be eligible for a bonus or leave payout.
4. Excessive absenteeism shall result in reduction of bonuses.

C. Sign-On Bonus

Guidelines: A sign-on bonus may be considered for new employees with unique, critical skills or for critical occupations where there is a documented shortage in the labor market and recruitment or retention difficulty exists.

Eligibility: Sign-on bonuses are generally considered for the highest-level staff positions and are only considered in rare circumstances.

Amount: The non-base bonus will be contingent upon availability of funds and the amount will be recommended by the principal to the Board.

Department's Responsibilities:

- The principal or department supervisor may request a sign-on bonus for said vacant position by requesting to the Board at a duly called board meeting, prior to the position being posted.
- The request must include the recommended amount and appropriate supporting justification.

Human Resource, or designee, Responsibilities:

- Prepare a sign-on bonus agreement for the principal and the employee to sign. The agreement must clearly describe the nature of the payment, the amount of the payment(s) and the dates of payout. The payout shall be paid out at the completion of the probationary period and will be paid within the following pay period after.
- The sign-on bonus will generally be paid at the end of a successful completion of the 90 days probationary period.
- The employee, the end of the probationary period, must still be employed in the same position and must be performing satisfactorily or above, or the subsequent payment will be forfeited.

D. Stipends

Employees may be eligible for stipends for the performance of additional activities outside the regular core hours of duty, which provide services to students or otherwise support the school's academic or social programs. Extra-curricular assignments and extra duties such as coaching, club/activity sponsors, Indian club, Sports affiliated assignments such as: timekeepers, book keepers, line judges, admission collectors and referees, Children Incorporated, Inc., Coordinators, etc. may be compensated through a stipend. These assignments will be reviewed and updated annually, by activity or event. Stipends must be established and approved by the Principal in accordance to the approved amounts stated in the NJOI Financial Policies and Procedures before the activity. All those who are to receive a stipend MUST have a contract in place before the activity commences.

1. Employees are required to submit reports, logs, and records upon completion of duties/activities to receive

stipend payment. Documents such as: written monthly updates to the Board, end of program report.

2. Those who are to receive a stipend shall be compensated in accordance to the payment schedule stated in the NJOI Financial Policies & Procedures manual, Section 8.07 – Activity Stipends and Section 8.08 - Payment.

8.14 Paydays

All employees are paid bi-weekly every other Thursday. Each paycheck will include earnings for all work performed through the end of the previous payroll period. In the event that a regularly scheduled payday falls on a holiday, employees will receive pay before the holiday.

If an employee has direct deposit to their account, the Business Manager requires a 5-day advance notice to stop or set up an account for direct deposit. NJO does not authorize payroll advances.

Annualized Compensation, also known as Pro-Rate, will be available for employees during their contract year. To pro rate an employee's salary, the employee's annual salary is divided by the number of pay periods (26 pay periods) in a year (12-months). Once elected, an employee cannot cancel the proration, unless the employee resigns or is terminated.

8.15 Payroll Deductions

Payroll deductions withheld by NJOI are usually to help pay off a debt or obligation to NJOI (i.e., monies owed from pay advances for travel, per-diem, not returning receipts, damaged equipment, summer trainings, etc.). NJOI will not allow payroll deductions to outside vendors such as Navajo Arts & Crafts, etc. Employees, who have questions concerning deductions made from their paycheck or how they were calculated, shall consult with the Business Manager for clarification.

Navajo Law generally does not permit garnishment of wages, except for child support and as required by the Ethics in Government Act. Federal law permits garnishments in certain matters such as repayment of student loans. *State court orders garnishing an employee's wages are generally of no effect on the Navajo Nation.*

8.16 Meal and Rest Periods

A. **Meal Periods.** An employee whose total workday is at least six hours will be provided with a meal period of at least 30 minutes unless the employee and his/her supervisor agree to waive this period or unless operational considerations require the employee to continue working during this period. An employee must be completely relieved from duty during meal periods. Meal periods are neither time worked nor time on pay status. Employees who are assigned duties during the lunch hour may be compensated or receive flextime.

B. **Rest Periods.** The supervisor will grant a regular full-time employee two 15-minute rest periods, one to be taken in the first half of the work day and one in the second half of the work day, unless operational considerations require the employee to continue working during these periods. Such rest periods are considered time worked.

Supervisors will schedule meal periods to accommodate operating requirements. If not placed on lunch duty, employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

Regular full-time employees, to include licensed professionals, business department personnel and administrators, shall be given **30 minutes** of duty-free lunch time.

School employees may be allowed to purchase meals tickets from the administrative assistant in the front office. Free meals may not be provided to teachers who sit with and are supervising their students, but they can purchase the meals. Free meals may not be provided to any other staff regardless of their employment status. All staff must pay for their meals provided by the school cafeteria in accordance to USDA regulations.

8.17 Overtime, Flex Time and Other Compensation Options

To support the Schools academic, administrative and service support objectives, employees may be expected to work extra hours beyond the normal work week or the employee's normal work schedule or work a flexible schedule if required by the employee's supervisor and/or the principal. This also applies to emergency conditions which may require employees to be called into work based on the needs of NJOI. Overtime should only be used in those circumstances that require non-exempt employees to be called upon to complete a project or assignment within the scope of their work/job duties and responsibilities that will require additional work week hours beyond the 40-hour work week. Overtime shall not be allowed except upon prior approval of the non-exempt employee's supervisor and the principal. Exempt employees such as teachers and administrators are not eligible for overtime and comp time.

For purposes of determining overtime eligibility, NJOI shall reference the federal Fair Labor Standards Act (FLSA), the federal wage and hour law that sets out the overtime rules. Not all employees are entitled to overtime. Employees who are eligible for overtime are called "non-exempt" employees. For example, such non-exempt employees could include, but not be limited to, education technicians, bus drivers, food service workers, the school administrative assistant, school registrar, building security, information technician and facilities personnel.

Those who are NOT eligible for overtime are called "exempt" employees. They include the following: Principal, business manager, school counselor, certified licensed professionals and other administrators as may be designated as such depending on the classification exemption test.

FLSA overtime law does not require employers to pay overtime to employees who must work at night or on Saturdays, Sundays, holidays or other "days of rest," when the hours are part of their 40 hours in a workweek, unless the hours worked exceed 40 in one workweek. It also does not require employers to pay overtime to employees for standby duty, also referred to as on-call duty (e.g., carrying a company pager or cell phone), unless the employer imposes additional restraints such that employees cannot effectively use their standby time for personal pursuits.

- A. Overtime. *Non-exempt* employees qualify to receive overtime pay equal to one and one-half times their regular rate of pay after 40 hours of actual work has been accomplished within their scheduled workweek. In order for non-exempt employees to receive overtime pay, prior authorization from their supervisor is required. Employees who attempt to work extra hours without supervisor approval may be subject to disciplinary action. Exempt employees, which include all Certified and Professional Staff, are excluded from receiving overtime.
- B. When operating requirements that are job related 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 be a need/necessary and 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.
 - 1. Overnight Field Trip Pay. All non-exempt employees will be compensated for 16 hours for overnight field trips.
 - 2. Day Field Trips. Day field trips that result in overtime are subject to prior supervisor approval.
 - 3. Bus Drivers will be paid for each hour they are on a field trip, including idle time.
 - 4. Professional staff serving as chaperones will be paid a stipend for field trips outside of their professional contract.
 - 5. Attendance on field trips is at the discretion of the immediate supervisor.
- C. Overtime compensation is paid to all non-exempt employees one and one-half times the employee's base straight-time rate for all hours WORKED over 40 hours in a work week.
- D. Overtime pay is based on actual hours worked. Time off for personal leave, leave of absence (FLMA), holidays or non-working days will not be considered hours worked for purpose of performing overtime calculations.

- E. Failure to work overtime assigned by the appropriate supervisory may result in disciplinary action, to and including possible termination of employment.
- F. NO COMPENSATION WILL BE PAID FOR OVERTIME WORKED WITHOUT APPROPRIATE PRIOR AUTHORIZATION FROM THE IMMEDIATE SUPERVISOR.
- G. Exempt Employees (including but not limited to supervisors and other positions listed herein) will not be paid overtime. Exempt employees are not eligible for overtime regardless of the hours worked.
- H. Flextime. Flextime allows regular full-time employees flexibility in scheduling their work hours within the policy requirements set forth below.
 - 1. Who is eligible for flextime: Regular full-time employees who are scheduled to work an 80-hour schedule over a two-week period, must complete a minimum of eighty (80) hours work over a two-week period.
 - 2. Definitions:

Flextime is a schedule by which an employee may “redesign” or “restructure” their traditional work schedule, so the employee works daily hours different from the regular hours within a work week, specific limits dictated by the needs of the job, and is subject to management review and approval prior to implementing work schedule. The Flexible Time policy mandates that regular full-time employees complete a minimum of forty (40) hours work over a one-week period. Flextime policy mandates that regular full-time employees who are scheduled to work an 80-hour schedule over a two-week period, must complete a minimum of eighty (80) hours work over a two-week period. Time limits are placed on the amount of “flextime” an employee has by establishing “core hours” and a “band width”. EMPLOYEES DO NOT ACCUMULATE FLEXTIME NOR IS FLEXTIME CLAIMED for an employee’s voluntary participation in any off-duty recreational, social or athletic activity sponsored by NJOI.

Core hours are established by the NJOI Board Policies per departments, core hours may vary depending upon the requirements of the position and are the hours during which all employees must be on the job. The working hours outside of the “core” period is “flexible time”.

Band width is established by the department supervisor and the employee and is the span of time beginning at the earliest time an employee may start work and ending at the latest time an employee may stop work.

1. Policy

Flextime scheduling must be approved by the department supervisor prior to flextime work scheduling being implemented. Flextime may be approved only when staffing coverage is adequate and sufficient to meet the operating requirements of the department as long as the parameters of the work scheduled totals five days of work in a workweek. No flextime schedule shall be approved by the department supervisor requiring more than 40 hours of actual work in a workweek. The department supervisor may, at his/her discretion, implement, continue, discontinue or modify flextime work schedules. At the department supervisor’s discretion, he/she has the right to return an employee to a standard work schedule.

Note: Flextime is not considered overtime hours, nor can it be used as overtime. Flextime can be used in instances such as morning duty where an employee starts work before the core hours and can be applied/utilized as flextime at the end of the work day core hours. The employee should initiate a request for a flextime schedule if morning duty is to be carried out throughout the week; therefore, the appropriate business office personnel are aware of the scheduling.

2. Responsibilities:

Department management ensures that flextime is administered consistently and equitably within the department

and that flextime arrangements conform to NJOI policy. Management also ensures that staffing is always available to meet the operational requirements of the department. The employee plans and organizes his or her time to meet the job requirements established by the department manager. Also, the employee shall inform the supervisor when coverage is not adequate. Any abuse of flextime scheduling is grounds for disciplinary action up to and including termination.

8.18 Emergency Closure/Evacuation

At times, emergencies such as severe weather, fires, power failures, water/sewer line breakage, etc. can disrupt school operations. In extreme cases, these circumstances may require the closing of a work facility. In the event that such an emergency occurs, local radio and/or television stations will broadcast notification of the closure and/or delays. The School Messenger system will also notify all NJOI staff and parents of the closure and/or delay.

When operations are officially closed due to emergency conditions, essential staff will be required to report to work. Essential Staff include the Principal, Business Manager, Human Resource, or designee. Facilities Staff and Information Technician. Other staff may be called upon depending on the nature and situation of the emergency. In event of an emergency closure, non-essential personnel (classified staff) 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. The time off from scheduled work will be treated as administrative leave with pay dependent upon the conditions and circumstances. Should time off from scheduled work be considered, administrative leave with pay will be granted to all employees. Executive Board members will be informed of situations deemed as an emergency that warrant school closure and/or evacuation.

In such case that an employee is granted general leave prior to an authorized administrative leave, due to school closure (i.e. inclement weather, power outage, etc.), the approved general leave will remain in effect. The employee will not be eligible for administrative leave pay and their general leave hours will be charged.

8.19 Use of Equipment and Vehicles

Employees are expected to exercise care, and follow all operating instructions, safety standards, and guidelines, and notify their supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Use of school equipment and vehicles shall be for official school use only. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic violations are not allowed. Additionally, school equipment and vehicles may not be loaned or used for personal use under any conditions. Use of school equipment and/or vehicles in violation of this policy shall be grounds for discipline action up to and including termination. For detailed policies on school vehicles, see the transportation policy of NJOI.

8.20 Control and Return of Property

Employees are responsible for all School property issued to them or in their possession or control. This includes items such as, desktop and laptop computers, printers, electronic devices, software, written information issued, etc. Upon request or at termination of employment, employees must return all School property immediately to their supervisor. Any and all information generated by, stored on, or contained in any School computer is or becomes the property of NJOI and may not be damaged, removed or copied and removed from NJOI. The School shall own and control all copyrights that are attached to electronic, written information or the like. Unless authorized, no property of the School shall be given to an outside firm or individual except as required by applicable law, regulation or court order and with notice to the Executive Board.

Any unauthorized transfer, use, or disclosure of information will constitute unacceptable conduct and may be punished according to the list penalties. Employees who violate provisions of this section will be subject to disciplinary action, up to and including possible termination of employment. Employees who fail to return property upon termination of

employment shall have the replacement cost of such property deducted from their final paychecks. Reason: employees often leave with valuable equipment such as laptops when they terminate employment with grant schools.

8.21 Keys Policy

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

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

8.22 Employee Search Policy

General Statement of Policy; Searches of School Property

Under the Navajo Nation Bill of Rights, any search of employees or their belongings must be reasonable under the circumstances. On the other hand, school property, including but not limited to computers, phones and other electronic devices, desks, lockers and school vehicles, may be searched at any time by authorized personnel. Employees do not have an expectation of privacy with respect to school property. Items or information found in a search of school property are subject to seizure by the school. Seized items or information (including electronic communications or photos) may be disclosed to law enforcement.

Searches of Employees or Their Property

Employees have an expectation of privacy in their clothing and belongings such as a vehicle, purse, briefcase, backpack or cell phone.

Employees' clothing such as jackets or pockets or their belongings may be searched by authorized school personnel when the search is related to a reasonable suspicion of a crime or violation of school policy that was formed before the search occurred. Random searches are therefore not permitted.

A search of an employee's clothing or belongings must be reasonable under the circumstances. A good rule for school personnel to follow is whether they would want themselves to be subject to the same type of search by another person in similar circumstances.

Items or information discovered in a search are subject to seizure and may be turned over to law enforcement.

Personnel Authorized to Conduct a Search

Certified school personnel, school security personnel and administrators are "authorized persons" to conduct employee searches when justified by reasonable suspicion.

Conduct of searches; witnesses

Searches should be conducted by not less than two authorized persons.

Physical searches of an employee's clothing such as pockets or jackets may be conducted only by an authorized person who is of the same sex as the employee. The extent of the search must be reasonably related to the infraction, and the search must not be excessively intrusive in light of the nature of the infraction. Employees should not be asked to disrobe.

Any abuse of the search policy for purposes unrelated to a search for evidence of a crime or violation of school policy may subject the employee conducting the search to disciplinary action, civil lawsuits or criminal prosecution. For example, a school employee may not search an employee's clothing solely for purposes of engaging unlawful physical contact with the employee or to collect contact information or photos from another's phone without reasonable suspicion

of a crime or school policy violation.

Seizure of Items or Information

Illegal items such as weapons or drugs, legal items which threaten the safety or security of others and items which are used to disrupt or interfere with the educational process may be seized by authorized persons. Seized items shall be released to appropriate authorities or returned to the employee if and when and if the administrative authority deems appropriate.

Notification of law enforcement authorities

The school has discretion to notify the law enforcement when a search discloses illegally possessed contraband material or evidence of some other crime.

8.23 Monthly Reports

All department supervisors shall submit written reports to the Principal on a monthly basis on his/her department or program's progress during the last month. Since Executive Board meetings are scheduled every first Thursday of each month, all reports shall be due by close of business on the **Friday before the Executive Board meeting**. All reports must be on time so that the Principal may finalize by the report deadline for submission to the Executive Board. Any report submitted late or not submitted will be documented in the department supervisor's personnel file. In addition, a letter of reprimand may be administered for violating policy.

8.24 Staff Meetings

A general staff meeting shall be held on an as needed basis at the discretion of the Principal. All employees in attendance of such mandatory meetings will sign the appropriate sign-in form as required. Each department will have at least one meeting a month. Supervisors meeting known as "Leadership Team Meetings" will be held bi-weekly or as necessary.

8.25 Family/Personal Matters/Gossip

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

8.26 Political Activities

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

- 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 NJOI in performing political activities.
- D. With the approval of the Executive Board, an employee may participate in any nonpartisan campaign or effort that promotes Indian education or protects the continuation of educational services to the students served by NJOI.
- E. An employee shall not appear to represent NJOI without prior written authority of the Executive Board.
- F. An employee shall not participate in controversial issues outside NJOI campus in a manner that may reasonably be

interpreted to be representative of NJOI or its position or in a manner that hinders the operation of NJOI. If an employee violates the provision they are subject to disciplinary action.

8.27 Personal Property

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

8.28 Technology

Each employee will be required to read and sign the computer usage agreement within 30 calendar days of time of hire or when contract begins. As required by the federal government each employee must successfully complete the computer security awareness test. All new employees must complete this within 60 calendars days of time of hire or when contract begins.

8.29 Telephone Policy

- A. School telephones are for official business calls only. No personal long-distance calls are allowed.
- B. Academic staff cell phones must be turned off during meetings/trainings, testing, instructional time and while performing lunch/playground duties.
- C. Violation of this policy is subject to disciplinary action, including and up to termination

SECTION 9 - EMPLOYEE BENEFITS

9.01 Eligibility for Benefits

1. **Eligible Positions:** Regular full-time, employees scheduled to work twenty (20) or more hours per week are eligible to receive benefits. These benefits include general leave, administrative leave, holiday pay, unpaid leave, retirement contributions, unemployment compensations, workers' compensation and participation in programs such as health, life and other types of insurance, tuition remission and tax-deferred annuities. Regular full-time employees are eligible for education benefits.
2. **Ineligible Positions:** Part-time employees scheduled to work less than twenty (20) hours per week, temporary employees and on-call employees are covered by unemployment compensation and workers' compensation insurance but are not eligible for other approved benefits. Employees will be subject to payroll tax deductions, such as income tax and social security tax withholding and may be subject to retirement contributions depending on number of hours worked.

9.02 Health Insurance

In addition to the provided benefits such as social security, workers' compensation, 401K, etc. the NJOI Executive Board offers its eligible employees a health insurance program which NJOI pays 100% premium for employees' health insurance. Dependent coverage is available to the employee however payment for dependent coverage is the responsibility of the employee. Employee benefits are provided as part of an employee's overall compensation and shall be maintained within the financial capacity of NJOI. All permanent status employees are eligible for benefits set forth in these Policies. Temporary or part-time employees are eligible for only those benefits specifically provided for them in these Policies.

A new employee will become eligible in both health and life insurance plans upon completion of their probationary period. Under health care reform regulations all eligible employees must be enrolled in the health plan within ninety (90) days of employment.

9.03 Retirement Plan

NJOI offers its employees a retirement plan. The plan will be administered pursuant to plan documents. (See Human Resource, or designee, for details).

9.04 Worker's Compensation Insurance

NJOI 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. Employees who sustain a work-related injury or illness should inform their supervisor within 24-hours. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. Failure to report may negate claims. Supervisors shall maintain a written log of the time, date, place, and nature of all such reported injuries.

Neither the school nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social or athletic activity sponsored by NJOI. If a job-related injury/accident results in more than seven (7) days absence, worker's comp will be responsible for handling the claim for lost pay.

9.05 Benefits Continuation (COBRA)

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

Under COBRA, the employee or beneficiary pays the full cost of coverage at School group rates plus an administration fee. The School, or its designee, provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the School health insurance plan. The notice contains important information about the employee's rights and obligations.

9.06 Observed Holidays Pay

The following days shall be recognized as federally recognized holidays and school approved holidays. The following are designated as official NJOI holidays which the school will be closed, however, shall be considered paid holidays for all NJOI qualified employees. (See Board approved school calendar):

1. The First day of January (New Year's Day)
2. The Third Monday in January (Dr. M.L. King's Birthday)
3. The Third Monday in February (President's Birthday)
4. The Last Monday in May (Memorial Day)
5. The Fourth day of July (Independence Day)
6. The First Monday in September (Labor Day)
7. The Eleventh day of November (Veterans' Day)
8. The Fourth Thursday in November (Thanksgiving Day)
9. The Twenty-Fifth day of December (Christmas Day)
10. Any day designated as a holiday by Federal or Tribal statute or Executive Order of the Navajo Nation President is at the discretion of the NJOI Executive Board.

- A. Holidays on Saturdays and Sundays. When a holiday falls on a Saturday, the School and all offices shall be closed for business on the preceding Friday. When a holiday falls on a Sunday, the School and all offices shall be closed

for business on the following Monday.

- B. **Holiday Pay Eligibility.** All regular full-time employees on approved travel status on a day designated as a holiday shall receive holiday pay or may arrange flextime prior to departure. If an employee does not receive prior approval of travel, the employee will be placed on leave without pay. Temporary or part-time employees are not eligible to receive holiday pay.

9.07 Education Advancement Assistance

NJOI encourages its employees to pursue their education from Dine College, Navajo Technical University, San Juan College, University of New Mexico, New Mexico State University or New Mexico Highlands University (any colleges not listed must be prior approved by school board for the tuition program) by committing to reimburse the cost of tuition towards an education related degree or job-related courses. Tuition/books/fees assistance is available for employees. Employees must provide proof of passing grades and receipts for tuition/books/fees (school supplies do not qualify for reimbursement).

Prior to enrolling for the education assistance, a degree plan, letter of acceptance and a course syllabus must be submitted to supervisor and school board for approval. A copy of the employee degree plan will be placed in employee file.

Mandatory Educational Requirements – Continuing education for all full-time employees as required by applicable law or for current licensure or certification shall qualify for flextime. Such programs shall be reimbursed by NJOI.

Elective Educational Programs – An employee may pursue a continuing education program or classes that are not required by law or for current licensure or certification using personal leave.

Such elective programs are generally done at the employee's own expense, although some employees seeking education for professional advancement and who are committed to serving NJOI and the community may request educational assistance.

Certified teachers, who have completed one successful year of employment at NJOI will be provided up to an \$800.00 reimbursement towards an education related degree or to enhance their professional development.

Employees using this benefit are expected to remain in good standing within the terms of their employment and educational requirements. Early departure from an educational program paid for by NJOI will require reimbursement to NJOI. Failure to comply with this provision will result in repayment of full reimbursement to NJOI from the employee's final check.

Employees who use the education advancement benefit are required to stay at least one additional semester for each semester paid for by NJOI. This provision does not give an employee additional rights to continued employment in the event of termination or non-renewal of an employment contract.

Early release to attend classes must have prior approval by the department supervisor by using general leave or flextime arrangements. The employee is expected to remain in good standing within the terms of their contract and employment terms.

After working hours, employees may utilize the school facility and computers for their college courses.

9.08 Types of Leave

Employee use of leave benefits is subject to supervisory approval. Employees should keep in mind that the use of this leave is also granted as a privilege rather than a right. All leave requests, with or *without pay* must be requested and submitted to their immediate supervisor three (3) working days in advance of the absence. Leave may be denied due to the requirements of the workplace.

Sudden illness or emergencies is an exception. Full contract pay will be deducted from an employee's salary for each

unauthorized absence or for any absence not meeting the criteria specified in the policy covering the leave for which the absence was authorized.

Leave can only be granted by the immediate supervisor. Leave cannot be approved over the phone by anyone other than the employee's immediate supervisor. If the employee's immediate supervisor is unavailable, leave approval will follow the delegation of authority and/or the chain of command (See Section 4). If supervisory personnel do not approve leave, it will be leave without pay. Taking leave without appropriate approval may result in disciplinary action up to and including dismissal.

A. General Leave

As a benefit to all eligible regular full-time, employees of NJOI who have completed their probationary period, the School will provide 75 hours of pre-posted General Leave at the beginning of the contract year to be effective throughout the employees' contract year. The employee may use the General leave as deemed necessary, a doctor's statement is not required for medical visits, unless the employee is absent for three (3) consecutive days for medical reasons.

1. Subject to the approval of the immediate supervisor, General leave shall be requested by the employee at least three (3) working days in advance to allow the supervisor and employee to make alternative plans for the orderly flow of work. Exceptions shall be made in emergency situations.
2. An employee who is absent from work without prior approval shall notify their immediate supervisor, or designee, on or before 8:30 a.m. of such absence and upon return shall submit a written leave request for the absence from work.
3. All year-round employees shall be entitled to ten (10) eight-hour vacation days per calendar year. Procedures for request are as follows:
 - i. A written request shall be submitted to the immediate supervisor for approval at least three (3) days prior to the beginning of the vacation and shall not exceed the amount of general leave available as recorded in the payroll office.
4. Payment of General Leave at expiration of contract year. Up to 40 hours of unused General leave shall be paid out to the employee at the expiration of their contract year, contingent upon the availability of funds. General leave shall not be carried over into the next contract year. The compensation shall be at the employee's current rate of their salary and will be included in the final pay check or until the contingency of funds is confirmed. Payment is also contingent upon an Employee Check-Out Clearance Report approved by the employee supervisor, Human Resource, or designee. Any money owed to the school and damaged or lost property's cost, at the end of school wide check out, will also be deducted from any unused leave payout, bonuses, stipends or final paycheck.
5. Any employee that breaches their contract or is terminated shall not be eligible for leave payout.
6. It is at the discretion of the department supervisor whether to approve leave during the employee's final/remaining days of contract during an approved while resignation period.
7. A new hire breaching their contract through resignation, involuntary termination or termination before and/or after completing their 90 probationary period shall not be eligible for leave payout.
8. In the case an employee is hired during the school year, their General Leave shall be calculated as follows:

Example:

I. $203 \text{ days} \times 8 \text{ hrs.} = 1,624 \text{ hrs.} / 75 \text{ hrs. general leave} = 21.65$

II. $\text{Contract days remaining less the number of work days during probationary period} \times 8 \text{ hrs.} = \text{total hrs.} / 21.65$

= General Leave balance for the remainder of the contract year

9. In the case a probationary status employee has not completed their 90 days probation at the expiration of their contract, the employee will not be eligible for leave pay out.

B. Donation of General Leave:

The donation of general leave shall be limited to an employee who has exhausted all of his general leave and requires leave for medical reasons for where the employee is needed to care for him/herself or for any family member mentioned below who has a serious health condition. Such employee may, in lieu of taking leave without pay, request for the donation of general leave hours, limited to not more than 80 hours, from other employees in accordance with this subsection.

Donated General leave hours shall be valued at the rate of pay of the employee donating the annual leave. Payment to the employee utilizing the donated hours shall not exceed the value of the donated hours. The recipient will be taxed at the donated hourly rate.

Definitions:

A medical emergency is a medical condition of either the employee or the employee's *family member* (see below) that is likely to require the employee to be absent from duty for a prolonged period and to result in a substantial loss of income because of the employee's lack of available paid leave.

The definition of family member covers a wide range of relationships, including spouse; parents; parents-in-law; children; brothers; sisters; grandparents; grandchildren; step parents; step children; foster parents; foster children; guardianship relationships; same sex and opposite sex domestic partners; and spouses or domestic partners of the aforementioned, as applicable. The list of family members for whom an employee may request donated annual leave under the donated leave policy (as well as important associated definitions for the terms *son or daughter, parent, domestic partner, and committed relationship*).

Procedures to Request for the Use of Donated General Leave:

1. The employee requesting the donation of general leave shall submit a request to the Principal accompanied by the following:
 - i. Written justification from a medical care provider stating the medical leave needed of the employee or a family member (listed above) also to include the time period for which medical care will be required. In addition to the medical statement, a statement by the employee's immediate supervisor confirming that the employee has insufficient leave hours;
 - ii. Verification from Payroll that the employee has depleted their General leave or provides evidence that the employee will deplete all their leave during the time he/she will be on leave;
 - iii. Written authorization from each employee donating general leave hours;
 - iv. Written verification from Payroll of the number of General leave hours employees agreed to donate and that sufficient hours are available from all such employees; and
 - v. Written verification from the Business Manager providing that the donation will not adversely affect the operating budget.
2. Requests to employees from the employee requesting the donation of leave shall be by written memorandum directed to each department, concurred to by the respective supervisor. No other form of solicitation for the donation of General hours shall be utilized during working hours.

3. Based on the information provided, the principal will either approve or disapprove the request.
4. Donation of General leave shall not exceed eighty (80) hours or more than one request within a two (2) year period. All donated leave hours not utilized shall be zeroed out upon the employee's return to work. Donated Leave is not subject to pay out.
5. The donating employee, after authorizing the donated leave, acknowledges that he/she forfeits all rights to the authorized donated general leave. The donating employee also acknowledges that he/she will not receive any compensation for the donated leave and shall have no legal recourse to claim such leave or payment for such leave.

C. Vacation Leave

Only Year-Round Employees are permitted 10-days eighty hours vacation leave after one year of employment, beginning July 1st of their contract. Vacation leave may not be carried over into the next contract year ("use it or lose it"). Unused vacation leave will not be paid out.

D. Jury Duty

NJOI encourages employees to fulfill their civic responsibility by serving jury duty when required. The employee must provide a copy of the jury duty summons to the Human Resource, or designee, supervisor and principal within one day of receiving the summons.

Occasionally, the summons to jury duty will occur at a time of the year when the employee or the employer might experience a significant impact on staffing from the loss of the employee to jury duty. In these instances, the employer may write a letter to the court requesting the postponement of the employee's jury duty.

NJOI provides paid leave when an employee must serve on a jury. The employee will be paid their normal salary or hourly compensation while on jury duty for up to 15 days in a calendar year. No overtime payments, if eligible for overtime pay, are made during the time serving on a jury.

Additionally, the employee will be expected to sign over to NJOI any paycheck received from the courts for the first 15 days served on a jury, to offset the fact that NJOI is paying for those days. If the employee serves on a jury for a longer time period, the employee can keep the pay provided by the court after 15 days. At the end of the 15 days, the employee may use their paid time off (general leave) if the employee wishes to continue to be paid while on jury duty. The employee may also take the additional jury duty time as an unpaid leave of absence.

In no case will NJOI take adverse action if an employee is performing jury duty. The employee will not be harassed, threatened or persuaded getting out of jury duty. At the completion of jury duty, the employee will return to their position of employment.

If the employee reports for jury duty and is dismissed, the employee will be expected to report for work for the remainder of each day on which this occurs. If the employee is instructed by the courts not to report to the court on any day of jury duty time, the employee is required to come to work.

If the employee must take an unpaid leave of absence for additional days of jury duty, the employee's benefits such as health care, dental, vision, and disability will be continued.

Employees are expected to work with their immediate supervisor to ensure that serving jury duty does not adversely impact students and coworkers.

D. Witness Duty

NJOI encourages employees to appear in court for witness duty when subpoenaed to do so, if such proceeding does not involve or concern the employee's own personal affairs. The subpoena is to be shown to the employee's supervisor immediately after it is received so that adjustments can be made for the employee's absence. The employee is expected to report for work whenever the court schedule permits.

Employees will be granted a maximum of three (3) days of paid time off to appear in court as a witness at the request of a party other than the school. Employees will be paid at their base rate and are free to use any remaining paid leave benefits (i.e. general leave) to receive compensation for any period of witness duty absence that would otherwise be unpaid. If an employee is required to be a witness for more than three (3) days, the employee may request additional compensations through their immediate supervisor. If employees are subpoenaed as witnesses by the school, they will be paid for the entire period of witness duty.

E. Bereavement Leave

Full-time employees may be paid up to four (4) days of bereavement leave per year, upon the death of an immediate family member. Immediate family is defined as the employee's spouse, mother, father, brother, sister, child and grandchild. Documentation must be submitted at which time bereavement leave shall be granted and paid from the bereavement leave and will not be charged to General leave. The full amount of yearly bereavement leave accrues at the beginning of the contract year and may not be carried over from one year to the next year. Four days can be requested and may be granted for current mother-in-law, current father-in-law and grandparents (parents' parents). Relationships with "ex" in-laws are not considered current. Clan relationship is not included in this definition. Approved general leave may be taken for any other relatives' death. The application for bereavement leave must indicate the deceased person's name and specific relationship to the employee. Documentation will be requested by the supervisor and further clarification and proof of relationship will be requested. Failure to properly complete the leave form will result in the leave being charged to available general leave or leave without pay. Bereavement leave is not granted during holidays or made up at other times.

Additional Time Off for Bereavement:

The company understands the deep impact that death can have on an individual or a family, therefore additional non-paid time off may be granted. The employee may make arrangements with his or her supervisor to request for up to an additional four unpaid days off in the instance of the death of an immediate family member. The additional unpaid time off may be granted depending on circumstances such as distance, the individual's responsibility for funeral arrangements and the employee's responsibility for taking care of the estate of the deceased.

F. Maternity or Paternity Leave

Childbirth, adoption, foster care and family and medical leave for new fathers and mothers who are covered by the FMLA are entitled to unpaid leave, up to 12 weeks per year under a variety of circumstances where the employee has worked at least 1,250 hours for NJOI in the preceding year. (Note: The father must be married to the mother to be entitled to FMLA leave to care for her or take her to the doctor's office for prenatal care. Navajo Nation laws require employers to make an effort to provide a room for employees to breastfeed their babies at work and to express milk.

The mother-to-be is entitled to leave, including any intermittent leave for which she may qualify for any incapacity due to pregnancy, as well as for prenatal care and any serious condition following childbirth. She doesn't have to provide a separate FMLA certification for each bout of morning sickness. Intermittent leave to bond with a healthy baby may be granted voluntarily by the employer. Either parent privilege to leave for a birth,

adoption, or fostering ends 12 months after the birth, adoption, or placement in foster care.

1. Maternity Leave Request

- i. A written request for leave, supported by a medical statement signed by the attending physician, shall be submitted by the employee not less than two (2) weeks prior to the leave date so that a temporary replacement may be made.
- ii. An employee shall be granted maternity leave when prescribed by the employee's attending physician. Such leave shall be authorized for medical reasons related to the pregnancy. The employee shall not be allowed to return to work without the consent of the physician.
- iii. Maternity leave not to exceed six (6) months shall be applied against general leave until such leave is exhausted. Additional time shall be charged as leave without pay.
- iv. The employee shall report any condition which might affect her job performance or endanger her health or that of the unborn child.

2. Paternity Leave Request

- i. A written request for leave, supported by a medical statement signed by the attending physician, shall be submitted by the employee not less than two (2) weeks prior to the leave date so that a temporary replacement may be made.
- ii. Upon prior approval, male employees may be allowed up to four (4) weeks of leave to care for his spouse and a newborn child utilizing his general leave. A written request for such leave supported by a medical statement signed by his spouse's attending physician shall be submitted at least ten (10) working days prior to taking such leave.

G. Administrative Reassignment/Leave with Pay

Certain employee infractions or alleged infractions may require an investigation or review by the school or an outside agency (i.e. law enforcement authorities, social services, etc.) The Principal or designee may place an employee who is the subject of such an investigation or review on administrative reassignment/leave while the school or an outside agency conducts an investigation or review. An employee on administrative reassignment/leave shall remain readily available for assignments and directives from the Principal or designee. The employee remains subject to the school policies during any administrative reassignment/leave. Employees on administrative reassignment/leave are still employed and shall be available during their normal work hours. Such employees shall follow directives pertaining to their work assignments and shall cooperatively participate in any relevant investigation (i.e. investigatory interviews, etc.). The failure to be readily available or to participate in the investigatory process is grounds for disciplinary action up to and including termination. The school or an outside agency shall file its report with the Board.

The Principal or designee may place appropriate restrictions on the employee during the administrative reassignment/leave period. Such employee shall continue to receive full pay and benefits at the rate for his/her regular duties. The placement of an employee on administrative reassignment/leave shall neither constitute disciplinary action or other adverse formal action nor entitle an employee to file a grievance or appeal with the school for being placed on administrative reassignment/leave.

H. Military Leave - Per applicable by federal law.

I. Voting Leave

NJOI encourages employees to fulfill their civic responsibility by participating in voting in tribal, state and

federal elections. Employees may be granted up to two (2) hours of paid time off to vote. Employees voting at a poll in remote areas from their work station may request an extension of the two (2) hour limit. The employee shall provide proof as to the location of the voting poll or voting validation. The additional time shall be charged to the employee's general leave. However, total voting leave may not exceed four (4) hours.

C. Paid Leave

Generally, paid leave of absence is given at the request of the employer, through a leave request and if the employee has general leave available, or per other statutory or contractual requirement. Some examples of typical paid leave of absence are employee injury on the job, bereavement, jury duty, witness duty or if the employer is performing repairs of other activities in the building where the employee normally works which prevents them from performing their duties.

K. Leave

Leave without pay (LWOP) is a temporary nonpaid status and absence from duty that, in most cases, is granted at the employee's request. In most instances, granting LWOP is a matter of supervisory discretion and may be limited by the school's internal policy. Employees, however, have an entitlement to LWOP in the following situations:

- The Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 5, 1993), provides covered employees with an entitlement to a total of up to 12 weeks of unpaid leave (LWOP) during any 12-month period for certain family and medical needs. (See 5 CFR part 630, subpart L.)
- The Uniformed Services Employment and Reemployment Rights Act of 1994 (P.L. 103-353) provides employees with an entitlement to LWOP when employment with an employer is interrupted by a period of service in the uniformed service. (See 5 CFR 353.106.)
- Executive Order 5396, July 17, 1930, provides that disabled veterans are entitled to LWOP for necessary medical treatment.
- Employees may not be in a pay status while receiving workers' compensation payments from the Department of Labor.

L. Family Medical Leave Act

NJOI shall comply with the federal Family and Medical Leave Act of 1993 which is a component of the overall NJOI Health Plan coverage. The purpose of the Act is to provide eligible employees with twelve (12) workweeks of leave without pay for family and serious medical reason without losing their job. The employee who is eligible for family medical leave must apply for leave of absence under FMLA. 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:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the employee's job.

(See the Human Resource personnel for more details regarding FMLA)

Intermittent Leave/Reduced Leave

When medically necessary as verified by the health care provider, employees may take FMLA leave intermittently or on a reduced schedule basis for their own serious health condition, the serious health condition

of an immediate family member or for military caregiver leave. Employees are required to cooperate with the School to arrange reduced work schedules or intermittent leave so as to minimize disruption of the school day or business operations. If an intermittent leave or a leave on a reduced schedule is requested for foreseeable leave based on planned medical treatment, the School may require the employee to transfer temporarily to an available alternate position for which the employee is qualified, as long as the alternative position has equal pay and benefits.

Concurrent Leave

For serious health conditions of the employee, spouse, child or parent, general leave or vacation leave (if available) must be used before unpaid leave may be used. Once all available paid leave has been exhausted, the remainder of the 12 weeks (or 26 weeks for military caregiver) of leave will be unpaid.

For a serious health condition of the employee, general and vacation (if available) must be used. Once all available paid leave has been exhausted, the remainder of the 12 weeks of leave will be unpaid.

Absences covered under worker's compensation run concurrently with the employee's FMLA entitlement. Use of paid leave while receiving worker's compensation benefits will be paid in accordance with the provisions outlined in the respective working agreement.

9.09 Military Family Leave Entitlements under FMLA

Eligible employees with a spouse, son, daughter or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal obligation, attending certain counseling sessions and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

9.10 FMLA Eligibility Requirements

Employees must be employed by NJOI 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 immediate supervisor and/or Human Resource, or designee, 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 NJOI.

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 paid leave available to the employee for any part of the 12-week period whether the leave is associated with pregnancy, childbirth, medical condition or related conditions.

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

Special Provisions for Instructional Employees

Instructional employees are those whose principal function is to teach and instruct students in class. The term applies to teachers, athletic coaches, driving instructors and special education personnel such as signers for the hearing impaired. It does not apply to educational assistants, counselors, psychologists, curriculum specialists, bus drivers, child nutrition workers or other non-instructional employees.

Leave during days outside of the employee's assigned calendar for summer vacation is not counted against the employee's FMLA entitlement. An instructional employee who is on FMLA leave at the end of employee's assigned calendar will be provided with any benefits over the summer vacation that the employee would normally receive if they had been working at the end of the school year.

If an instructional employee begins FMLA leave toward the end of a semester or academic year, NJOI may require the employee to remain on leave until the end of the academic term in the following circumstances:

1. Instructional employees who begin FMLA leave at the end of at least three (3) weeks duration more than five (5) weeks before the end of the semester or academic term and the employee would return to work during the three (3) week period before the end of the semester or academic term.
2. Instructional employees who begin FMLA leave of more than two (2) weeks duration less than five (5) weeks before the end of the academic term for any reason other than their own serious health condition and the employee would return to work during the two (2) weeks period before the end of the semester or academic term;
3. Instructional employees who begin FMLA leave of more than five (5) working days less than three (3) weeks before the end of a semester or academic term for any reason other than the employee's own serious health condition.

If NJOI requires an instructional employee to stay out until the end of the term:

1. The period when the employee was able to return to work and was required to stay out will not count against their FMLA entitlement.
2. NJOI will maintain the employee's group health insurance and restore the employee to the same or equivalent job in accordance with the respective working agreement, including other benefits at the end of the leave.

Instructional employees who take FMLA leave intermittently or on a reduced schedule for foreseeable leave based on planned medical treatment due to their own or covered relative's serious health condition or to care for a covered service member and the instructional employee would be on leave for more than 20 percent of the working days over the period the leave would extend, NJOI may require the employee either to take non intermittent leave for the period not to exceed the duration of the planned medical treatment or to transfer temporarily to an available alternative position that the employee is qualified to hold, that has equivalent benefits and pay, and that better accommodates intermittent leave than the employee's regular position.

Subject to the terms, conditions, and limitations of the applicable plans, NJOI will continue to provide health insurance benefits for the full period of the approved medical leave. If an employee fails to report to work promptly at the end of

the medical leave, NJOI will assume that the employee has abandoned his/her job. (See Family and Medical Leave Act 29 CFR Part 825).

SECTION 10 – DRUG FREE WORKPLACE

10.01 Drug-Free Workplace

NJOI shall and must be a drug-free workplace 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 there from, is strictly prohibited in the workplace. The use and possession of medical marijuana while on the job, including while on travel for NJOI is prohibited.

1. NJOI has an obligation to maintain a drug-free workplace.
2. The Navajo Nation has not approved the use or possession of marijuana for medicinal purposes even with a recommendation by an authorized health care professional.

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

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 New Mexico, or other state, or the Navajo Nation.

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 New Mexico, and the laws of the Navajo Nation and any lawful substance which, when used other than as intended by the manufacturer, alters the perception or physical reaction of the person using or consuming that substance or the vapors there from.

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 there from.

Employee: Every employee of NJOI

Workplace: The grounds, buildings, equipment, furniture, and vehicles belonging to and are under the authority of NJOI, all roadways and parking lots within the exterior boundaries of the land granted to NJOI 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 NJOI

10.02 Notice to Employees

A notice shall be posted in each building in which the work of NJOI is conducted and shall be provided to every employee of NJOI pursuant to the Drug Free Workplace Act of 1988, P.L. 100-690 through this Manual herein. Those persons who are presently employed by NJOI shall be given a copy of the notice upon the adoption of this Manual by the Board.

“YOU ARE HEREBY NOTIFIED”

1. *THAT the unlawful manufacturer, 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 as intended by the manufacturer, alters the perception or physical reaction of the person using or consuming that*

substance or the vapors there from, is strictly prohibited in the workplace.

2. *THAT any violation of this prohibition may subject the employee to disciplinary action.*
3. *THAT, as a condition of your employment, you are required to*
 - a. *Abide by the terms and requirements of the notice provided and by the conditions of the Drug Free Workplace Policy while in the workplace.*
 - b. *Notify the office of the Principal in writing within five (5) calendar days of your conviction by any court of competent jurisdiction of drug abuse involving a controlled substance occurring in the workplace.*
 - c. *Make available and permit inspection, for the purposes of assuring a drug-free workplace, of all government, school and personal property in or brought into the workplace which is under your control or use. Any such inspection may be made without prior notice being given to the employee.*

10.03 Uniform Conditions of Employment

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

- A. Abide by the terms and requirements of this Manual and of the Notice to Employees provided in the previous Section 10.02.
- B. Notify the Principal, or designee, in writing within five (5) calendar days of his or her conviction by any court of competent jurisdiction of offense involving a controlled substance. Failure to do so invokes the discipline actions required in the Table of Disciplinary Penalties.
- C. Upon reasonable suspicion or other circumstances warranting, 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.

10.04 Controlled Substance and Alcohol Policy

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

Any employee who has apparently consumed alcoholic beverages or controlled substances prior to a school activity or on school property will not be allowed to be on school property or to participate in school activities. Controlled substances and alcohol testing shall be required whenever a supervisor has reasonable suspicion to believe that an employee's job performance or an employee's behavior at a school function has been impaired by the use of alcohol or a controlled substance. Reasonable suspicion shall be based on observations by school personnel and shall be documented in writing by a signed statement. In addition, testing shall be required whenever the supervisor has reasonable suspicion, based on knowledge of the circumstances of an accident, to suspect that the employee's involvement in the accident was influenced by the use of alcohol or a controlled substance. Reasonable suspicion shall be documented by a signed statement.

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

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

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

10.05 Smoking/Chewing Tobacco/Controlled Substances

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

10.06 Prohibition Against Tobacco, Alcohol and/or Controlled Substance, Clothing Material and/or Items

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

This prohibition extends to wearing or displaying any clothing, jewelry, footwear, hats, posters, etc. that promote or are associated with the "drug culture" i.e., items that refer to satanic or demonic cults, items that refer to gang membership, and "heavy metal" or similar items that refer to or promote unhealthy messages for young people such as suicide, sadism, drug use, violence, disrespect for authority, vulgarity, obscenity, and/or sexual harassment.

10.07 Procedure Upon Receiving Notice of Drug Abuse Conviction and Crimes of Violence

If disciplinary action has not been initiated, been instituted or completed by NJOI, upon receiving the notice of an employee's criminal conviction (including a plea agreement or plea of no contest/nolo contendere) involving a controlled substance, the Principal shall provide the immediate supervisor of the convicted employee with a copy of a notice incorporating the following terms and actions:

1. The immediate supervisor of the convicted employee shall immediately institute disciplinary action against the employee alleging violations of appropriate provisions of this Manual.
2. In any hearing held pursuant to that disciplinary process, a certified copy of the record of conviction entered by a court of competent jurisdiction shall constitute sufficient proof of a violation of the appropriate provisions of the Manual.
3. The Principal may, at any time during the disciplinary process instituted pursuant to this section, may upon receipt of such notice of conviction, or as a condition of discipline at the end of such process, require the convicted employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program which has been approved by a governmental agency for such purposes. The School's insurer or employee assistance program as entities that may approve drug treatment programs.

10.08 Drug Awareness Program

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

1. The format and course content for the program shall be developed and maintained in consultation with the Principal or his or her designee and such consulting experts as may be appropriate.
2. The format and course content shall be reviewed biannually by the Principal or his or her designee. Approval of the format and course content and any modifications thereof shall be subject to the approval of the Principal.

3. The course content for such program shall, at a minimum, include consideration of the following topics:
 - a) The danger of drug abuse in the workplace.
 - b) NJO's policy of maintaining a drug-free workplace.
 - c) Any available drug counseling, rehabilitation and employee assistance programs.
 - d) The disciplinary penalties that may be imposed upon employees for drug abuse in the workplace.

SECTION 11 – NONDISCRIMINATION, SEXUAL HARASSMENT AND CHILD ABUSE DETECTION, REPORTING, PREVENTION

Statement of Philosophy

NJOI is proud of its tradition of providing all of its employees with a congenial work environment in which all individuals are treated with respect and dignity. As an employer, NJOI is obligated under Navajo Nation law to provide a workplace that is free of harassment (including sexual harassment), intimidation and prejudice (per its non-discrimination policy). Each employee has the right to work in a professional atmosphere, which promotes equal opportunities for all employees and prohibits discriminatory practices, including sexual harassment. At NJOI, sexual harassment, whether verbal, physical, or environmental, is unacceptable and will not be tolerated. The behavior described above is unacceptable in the workplace itself and in other work-related settings such as on business trips and business-related events.

11.01 Non-Discrimination

- A. The Executive Board is committed to a policy of nondiscrimination in relation to race, color, religion, sex, age, national origin, sexual orientation, and handicap. This policy will apply to all matters concerning staff members, students, the public, educational programs and services and individuals with whom the Board does business.
- B. Compliance Officer. The Principal shall be the compliance officer for purposes of implementation and enforcement of the non-discrimination policy. Any person who feels unlawfully discriminated against or who has been the victim of unlawful discrimination by an agent, officer, director or employee of NJOI or who knows of such discrimination against another person should file a complaint with the Compliance Officer. If the Principal is the one alleged to have unlawfully discriminated, the complaint shall be filed with the President of the Executive Board.
- C. *Complaint Procedure.* NJOI is committed to investigating each complaint and to taking appropriate action on all confirmed violations of policy and/or other applicable tribal, state and federal statutes. The Principal, or his or her designee, shall investigate and document complaints filed pursuant to this policy as soon as reasonable. In investigating the complaint, the Principal will maintain confidentiality to the extent reasonably possible. The Principal, or his or her designee, shall also investigate incidents of policy violation that are raised by the Executive Board, even though no complaint has been made.
- D. If after the initial investigation the Principal, or his or her designee, has reason to believe as supported by facts constituting just cause that a violation of policy has occurred as required by the Navajo Preference in Employment Act, the Principal shall recommend initiating disciplinary action or bringing the matter before the Executive Board, depending on the severity of the infraction. If there is reason to believe that the Principal has violated policy, the complaint shall be made to the president of the Executive Board. If disciplinary action is imposed relative to a claim, investigation and action undertaken by NJOI, the disciplined employee shall have the appeal rights set forth herein for the discipline imposed.

If an investigation conducted the Principal's, or his or her designee, reveals no just cause to believe that this Section has been violated, the Principal shall so inform the complaining party in writing.

11.02 Sexual Harassment

- A. All individuals associated with NJOI, including but not necessarily limited to, the Board, the administration, the staff, and students, are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when made by a member of NJOI Board or staff to a student or to another staff member, or when made by a student to another student where:

1. Submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment or education; or
 2. Submission to or rejection of such conduct is used as a basis for employment or education decisions affecting such individual; or
 3. Such conduct has the purpose or effect of substantially interfering with an individual's educational or work performance, or creating an intimidating, hostile, or offensive employment or education environment.
- B. Sexual harassment may occur in the following circumstances, which are illustrative in nature and not intended to be an exhaustive or exclusive list of how sexual harassment occurs:
1. Via verbal, written or electronic communications such as texts, emails or social media postings. Suggestive or obscene letters, notes, invitations, derogatory comments, slurs, jokes, epithets, assault, touching, impeding or blocking movement, leering, gestures or display of sexually suggestive objects, pictures, or cartoons.
 2. Where one person continues to express romantic or sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction between peers is not considered sexual harassment; as a general rule, however, supervisors or officers of directors should not enter into sexual or emotional relationships with subordinates.)
 3. Withholding or threatening (where express or implies) to withhold support for an appointment, travel, training, promotion, change of assignment or other workplace or educational benefit or opportunity; suggesting that a poor performance report will be prepared; suggesting that probation will be failed; implying or actually withholding grades earned or deserved; or suggesting that a scholarship recommendation or college application will be denied if sexual favors are not granted.
 4. When coercive sexual demands are used to control, influence, or affect the career trajectory, salary, and/or work environment of another employee; or making coercive sexual demands to control, influence, or affect the educational opportunities, grades, and/or learning environment of a student.
 5. Offering or granting favors or educational or employment benefits, such as grades or promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, etc., in exchange for sexual favors.

Anyone who is subject to sexual harassment, or who knows of the occurrence of such conduct, should inform the compliance officer, as provided above. A substantiated charge against a staff member in NJOI shall subject such staff member to disciplinary action, which may include suspension or termination. A substantiated charge against a student in NJOI shall subject that student to disciplinary action, which may include suspension or expulsion. All matters involving sexual harassment complaints will remain confidential to the extent possible.

11.03 Child Abuse Detection, Reporting, Prevention

Statement of General Policy

It is the policy of NJOI that child abuse, whether physical, verbal, emotional or sexual, be recognized and reported to the proper authorities. This policy is enacted pursuant to the Indian Child Protection and Family Violence Prevention Act, P.L. 101-630. NJOI complies with P.L. 101-630 by following the protocols established for reporting Suspected Child Abuse/Neglect (SCAN), 1990. It shall be the duty and responsibility of each and every member of NJOI staff in contact with students to be aware of the criteria for identifying a student's mood, conduct, physical condition and educational performance as they may suggest the presence of abusive influences and experiences and to report the same to the appropriate authority.

Classroom teachers, school counselors and all staff whose duties require regular contact with students shall receive training in the recognition of the symptoms of abuse, recommended methodologies of interacting and counseling with students who are suspected to be the victim of abuse and the record keeping and reporting procedures promulgated in support of this policy.

Some staff members such as teachers, counselors and others are considered mandatory reporters of child abuse or neglect under the Indian Child Protection Act. Failure to report suspected child abuse may result in disciplinary action or prosecution.

An employee who is the subject of a SCAN report will be placed on paid administrative leave pending the completion of an investigation into whether just cause exists to show that applicable workplace policies were violated, and professional codes of conduct. This determination is independent of whether law enforcement determines that a crime was or may have been committed.

SECTION 12 – PROGRESSIVE DISCIPLINE PROCEDURES

Guidelines on Implementing Progressive Discipline

Background

Progressive discipline is a method often used by managers/supervisors to provide notice to employees who are not meeting expected or communicated job performance standards, not behaving appropriately at work, or are not following NJOI personnel policies and procedures, the terms of their employment contracts, or applicable law such as the Navajo Nation Business Opportunity Act or the Navajo Preference in Employment Act. Offenses that may result in disciplinary action are not limited to those stated in the Table of Offenses of this manual.

Although the Progressive Disciplinary procedures are not required by Navajo Nation law, it is **the intent of NJOI to help employees correct their workplace and performance related issue(s) and become successful and productive.** NJOI also has the right to enforce any other provisions of this personnel policy manual as may be necessary on a case by case basis without following the Progressive Disciplinary procedures.

Progressive discipline provides managers/supervisors with a consistent and fair process for handling disciplinary issues of the employee. Managers/supervisors should contact and work with the principal and/or Human Resource, or designee, when determining the level of discipline, if any, which may be required.

The guidelines that are provided in this document are intended to assist supervisors in understanding the progressive discipline process and implementing it in accordance with the just cause requirements of the Navajo Preference in Employment Act. Included in these guidelines are useful definitions, examples of employee performance and/or behavior issues that may require implementing progressive discipline, descriptions of the steps typically used in the process, and recommended guidelines for managers/supervisors when implementing progressive discipline.

Policy, Just Cause

NJOI uses progressive discipline to address an employee's work performance issues and/or inappropriate behavior, including non-compliance with NJOI policies and procedures. NJOI may use any level or combination of progressive discipline steps, up to and including termination of employment. NJOI will consider all relevant factors before making decisions about disciplining, including terminating, its employees.

All employees, including supervisors and administrators, are subject to progressive disciplinary action.

Imposition of progressive discipline may result in the imposition of adverse employment action, such as reassignment, demotion, suspension or demotion, against an employee. Progressive discipline involving adverse action against an employee must be implemented in accordance with the requirements of this policy manual as well as the Navajo Preference in Employment Act, which states that no adverse action shall be taken against an employee without just cause. Furthermore, NPEA requires that employees be given a written notice stating the factual basis for the adverse action at the time the action is being taken. The notice should also state the policy, law or contract provision implicated in the employee's misconduct.

Definitions

Progressive discipline is defined as a process or method that attempts to address and correct an employee's work performance or inappropriate workplace behavior by providing clear and constructive feedback through a series of increasingly formal steps. The process typically includes one or more of the following steps: verbal counseling(s), written warning(s), a Performance Improvement Plan (PIP), successful completion of the PIP, and/or termination of employment.

Retaliation is defined as an adverse action taken by the employer against an employee because he or she engaged in protected activity including opposition to unlawful employment practice(s) or participating in an employment discrimination proceeding by filing a charge, testifying, assisting, or participating in an investigation, proceeding or hearing involving employment discrimination.

Wrongful discharge is defined as termination from employment for reasons that are in violation of the law (for example, terminating an employee based on his or her race), in violation of public policy, in breach of an implied contract, or firing an employee in bad faith or without just cause or failure to give written notice of just cause.

Issues That May Be Subject to Progressive Discipline

Any violation of any provision of the NJOI personnel policy manual; the terms of the employee's contract; or other applicable law or policy.

Administrators/supervisors should use reasonable judgment to decide if an issue on this list or other issues that arise may require implementing progressive discipline. Administrators/supervisors should contact the HR personnel for assistance in determining if an employee issue requires progressive discipline.

Steps of Progressive Discipline

The following sections provide information on each of the steps typically used in the progressive discipline process. The administrator/supervisor should use reasonable judgment to decide what step or combination of steps, up to and including termination, should be used to address the issue(s). Contact and work with the Human Resource, or designee,

when determining the level of discipline, if any, which may be required.

Step 1: Verbal Counseling(s)

A verbal counseling is generally the first step of progressive discipline. A verbal counseling is intended to be used by an administrator/supervisor to notify an employee that an improvement is needed in the employee's work performance and/or behavior. This step is generally used for minor issues (e.g., not calling the administrator/supervisor as required if the employee is arriving late to work).

The administrator/supervisor should meet privately with the employee to discuss the issue to determine if the employee was aware of the issue and allow the employee to explain. As appropriate, the administrator/supervisor should be prepared to guide the employee to use available external resources (i.e. rehabilitation, traditional ceremonies, etc.) that may assist him/her in resolving the issue.

The administrator/supervisor shall maintain written documentation regarding the issue, date on which the issue occurred, and the corrective action requested. At the manager's/supervisor's discretion and depending on the nature of the issue, a second verbal counseling may be given prior to giving a written warning. Verbal counseling is not an adverse action because it is corrective and non-disciplinary in nature.

Step 2: Written Warning(s)

A written warning is generally the second step of progressive discipline. A written warning provides notice to an employee regarding continued work performance issues and/or inappropriate workplace behavior that have not been resolved after giving the employee a verbal counseling (e.g., the administrator/supervisor has given an employee a verbal counseling about not calling when he/she will be arriving late to work, and the employee has not taken corrective action to resolve the issue).

The written warning should include information regarding the issue, date on which the issue occurred, and the desired performance and/or behavior expected from the employee. For assistance in developing a written warning, contact and work with the Human Resource, or designee.

The administrator/supervisor should meet privately with the employee to discuss the issue and to provide the written warning to the employee. As appropriate, the administrator/supervisor should be prepared to guide the employee to use available external resources, stated above, that may assist him/her in resolving the issue.

Prior to the end of the meeting, the employee should be asked to sign the written warning indicating that he/she has read and understands the warning. If the employee refuses to sign the written warning, the administrator/supervisor should note this on the written warning. The original written warning should be placed in the employee's Personnel File and a copy provided to the employee.

At the administrator's/supervisor's discretion and depending on the nature of the issue, a second written warning may be given prior to implementing a Performance Improvement Plan. A written warning is not an adverse action because it is corrective and non-disciplinary in nature.

Step 3: Performance Improvement Plan (PIP)

A Performance Improvement Plan (PIP) is generally the third step of progressive discipline. A PIP is a formal written plan used by the administrator/supervisor as a final attempt to resolve a serious issue that has not been addressed by the employee after a verbal warning(s) and/or a written warning(s) have been given. The PIP is given

for a specified time period, usually 30, 60 or 90 days. An administrator/supervisor should use reasonable judgment to decide the length of a PIP or contact and work with the Human Resource, or designee, for assistance.

A PIP should include key information about the issue, including a prior verbal counseling(s) or written warning(s), the work performance and/or behavior issue that must be addressed and corrected during the PIP period, and the dates on which the employee's work performance and/or behavior will be reviewed. For assistance in developing a PIP, contact and work with the Human Resource, or designee.

The administrator/supervisor should meet privately with the employee to discuss the issue and to provide the PIP to the employee. Prior to the end of the meeting, the employee should be asked to sign the PIP indicating that he/she has read and understands it. If the employee refuses to sign the PIP, the administrator/supervisor should note this on the PIP and should date the document. The original PIP should be placed in the employee's Personnel File and a copy provided to the employee.

The intent of a PIP, as it is in all other progressive discipline steps, is successful resolution of the issue. Placement on a PIP is not an adverse action because it is corrective and non-disciplinary in nature. Even if the employee successfully meets the terms of a PIP, that employee can be subject to additional disciplinary action if the same or other performance and behavior issues arise in the future. If a serious incident occurs while an employee is on a PIP, the employee may be subject to termination of employment.

Demotion or Disciplinary Reassignment; Change in Job Duties: In some cases, it may be appropriate for NJOI to demote or reassign an employee for misconduct; or, for performance-based reasons, such as inability to perform assigned tasks. For example, an employee who has misused funds but is otherwise an asset to NJOI could be demoted or reassigned into a position that does not involve access to funds, but where the employee can still be of service to NJOI. In the alternative, NJOI could amend an employee's position description to remove certain tasks or provide additional oversight as an alternative or in addition to other disciplinary actions.

Suspension: NJOI may impose a suspension when the Board, acting on the recommendation of the Principal, deems an action of an employee, whether intentional or an unintentional negligent act or omission, to be a major violation of NJOI policy, the employee's contract or other applicable law or policy that warrants removal from the workplace without pay as a disciplinary action.

Suspensions are usually imposed after other means of counseling statements have been exhausted, but some violations may result in immediate suspension. Suspension consists of a period of time during which an employee will not work and may not receive compensation. The maximum suspension period shall be thirty (30) calendar days.

Step 4: Termination of Employment

Termination of employment is generally the last step of progressive discipline after an employee has failed to meet the requirements of a PIP or a serious incident has occurred during the PIP period. Termination of employment can also occur when an employee, who is not on a PIP, is involved in a serious offense that warrants either immediate termination or upon review of the results of an administrative investigation. Refer to the NJOI procedure on Involuntary Termination of Employment.

For assistance in developing a termination letter that complies with the just cause and notice requirements of the Navajo Preference in Employment Act, contact and work with the Human Resource, or designee. The administrator/supervisor should meet with the employee to discuss the termination and provide the termination letter to the employee. The administrator/supervisor should request that another person attend the termination meeting with them as a witness (e.g., a representative from the Human Resource, or designee, department head, or other supervisory personnel).

The original termination letter should be given to the employee and a copy maintained in the employee's Personnel File.

SECTION 13 – DISCIPLINARY PROCEDURES

NJOI employees may be disciplined where NJOI has a verifiable factual basis (“just cause”) showing that an employee has violated the terms of his or her contract or these personnel policies. 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. Actions taken or not taken in other cases are not binding precedent in subsequent cases. Previously documented disciplinary action(s) where relevant, the degree of the conduct involved, and other mitigating and exacerbating factors shall be considered in determining which penalty to impose. If an employee engages in an act of misconduct, the supervisor shall select an appropriate penalty in consultation with the Principal. An offense may be so egregious that severe penalties up to and including termination, suspension, reassignment or demotion may be imposed, in which case progressive discipline will not be required.

with pay may also be used when an employee needs to be removed from the workplace pending possible disciplinary action to avoid prejudicing an internal or external investigation. In high profile cases, it might be best to get the employee away from the public eye for their sake and for the employer's. Administrative leave is in itself not a form of disciplinary action. The employee will continue to receive full pay and continue other benefits as usual.

Not all actions regarding an employee are considered “discipline”, even though they may involve alleged or possible violations of policies or rules by the employee (See Section 12). This Section addresses only discipline and has no application to any of the following employment actions, none of which are disciplinary in nature or eligible to be the subject of a grievance and/or appeal:

1. The employee's evaluation procedure or the resulting evaluations as they pertain to the adequacy of the employee's performance.
2. Letters or memoranda directed to an employee containing directives or instructions for future conduct.
3. Counseling of an employee concerning expectations of future conduct, placement on a personal improvement plan.
4. Non-renewal of a contract of an employee employed by the School.
5. Placement on Administrative Leave or Reassignment with Pay. The Principal may reassign an employee to another position on campus or to said employee's home or such other appropriate place to allow an investigation of allegations relating to said employee. Such reassignment with pay is not a disciplinary measure and will not be recorded in an employee's permanent record.
6. Reduction in force/layoff, demotion, reassignment or reduction in hours supported by just cause, including but not limited to bona fide business, regulatory or educational reasons (i.e. lack of funding, deficit, administrative reorganization, or change in programs.)

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

A. Types of Disciplinary Action

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

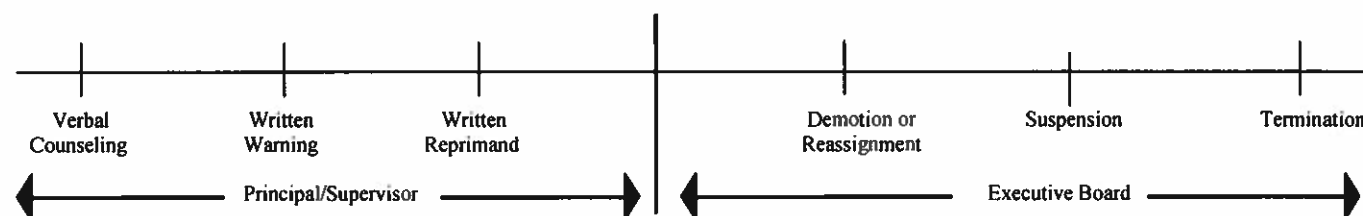
- a) Written Warning/Reprimand
- b) Demotion or Disciplinary Reassignment
- c) Suspension
- d) Termination

B. Guidelines and Procedures for Disciplinary Actions

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.

Authority to Carry out Disciplinary Action. Disciplinary action in the form of a written reprimand may be carried out by the appropriate supervisor. Disciplinary action in the form of suspension, demotion or reassignment, with or without pay, or discharge requires the recommendation of the Principal. If the Principal is the subject of the disciplinary action, which the disciplinary action is to be taken on, the board president will take actions and make the recommendation that would otherwise be taken by a supervisor or the Principal.

Authority to impose disciplinary actions shall be exercised as follows:



Disciplinary Action	Who Imposes Disciplinary Action
Verbal Counseling	By supervisor or principal, document in employee's file.
Written Warning	By supervisor or principal, document in employee's file. Copy to employee.
Written Reprimand	By principal, document in employee's file. Requires written notice of just cause to employee.
Demotion or Reassignment	Recommendation by principal to Board for action. Requires written notice of just cause to employee.
Suspension	Recommendation by principal to Board for action. Requires written notice of just cause to employee.
Termination	Recommendation by principal to Board for action. Requires written notice of just cause to employee.

Notification of Disciplinary Action. Each form of disciplinary action shall include written notification to the employee which includes:

Written Warning/Reprimand (Verbal/Written): When a warning/reprimand (Verbal/Written) is issued, it should be done in private and a copy of the letter covering the details of the warning/reprimand sent to the Human Resource, or designee. Where appropriate, a reasonable period 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.

Demotion or Disciplinary Reassignment; Change in Job Duties: In some cases, it may be appropriate for NJOI to demote or reassign an employee for misconduct; or, for performance-based reasons, such as inability to perform assigned tasks. For example, an employee who has misused funds but is otherwise an asset to NJOI could be demoted or reassigned into a position that does not involve access to funds, but where the employee can still be of service to NJOI. NJOI could amend an employee's position description to remove certain tasks or provide additional oversight as an alternative or in addition to other disciplinary actions.

Suspension without Pay: Suspension is a common practice in the workplace for being in violation of company policy. Work suspensions occur when the Board, acting on the recommendation of the Principal, deems an action of an employee, whether intentional or an unintentional negligent act or omission, to be a major violation of NJOI policy, the employee's contract or other applicable law or policy that warrants removal from the workplace without pay

as a disciplinary action that should result in a course of punishment, and when the employee's absence during the suspension period does not hurt the company. This form of action hurts the employee because he/she will have no hours of work for the period he/she is suspended for and therefore may not get paid, unless the suspension is with pay, or is challenged and subsequently overturned.

Suspensions are usually imposed given after other means of counseling statements have been exhausted, but some violations may result in immediate suspension. Suspension consists of a period during which an employee will not work and may not receive compensation. The maximum suspension period shall be thirty (30) calendar days.

Discharge: Involuntary Termination is covered in Section 15.03 of this Manual.

Initiation of Disciplinary Action. Disciplinary action may be initiated only by an employee's immediate supervisor or by the Principal. The employee shall be notified in writing of the disciplinary action and the basis therefore. The employee's immediate Supervisor shall commence disciplinary action against the employee immediately and/or up until an administrative investigation has been completed. The person who initiates it shall sign the notification, and copies shall be supplied to the appropriate department head, the Principal and the Human Resource, or designee, for placement in the employee's personnel file.

TABLE OF OFFENSES

These penalties are merely guidelines that may be followed in the event of an infraction. Notwithstanding these guidelines, the actual discipline imposed for any infraction shall be determined on a case by case basis considering, but not limited to the following factors: severity of the offense; damage or injury arising from the infraction; manner or spirit in which the offense was committed and other specific facts or circumstances relative to the infraction.

TABLE OF OFFENSES The following table of offense is a recommended resolution. This table of offenses shall not be considered as mandatory or binding upon the administration but should be used as a guide. The administration can take more severe action if it feels that such action is necessary and reasonable. Progressive discipline is not required. Supervisors, the Principal and the Board must also review the personnel policy, the employee's job description and contract; and any applicable law while considering disciplinary action against an employee.

OFFENSE	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE	4TH OFFENSE
1. Unsettling circumstances or conditions leading to inadequate levels of performance such as but not limited to: a. Personal problems b. Family or marital problems c. Transportation problems d. Inclement weather e. Frequent use of school telephone for personal calls or conversation f. Frequent non-work-related visitors on the job g. Frequent visiting with co-workers for nonwork-related matters h. Involvement in non-work-related activities while on the job	Verbal Warning	Written Reprimand	Suspension with or	Discharge
2. Being absent from work without authorization or repeated unauthorized late arrival to work or early departure from work.	Verbal Warning	Written Reprimand	Suspension with or Without Pay	Discharge
3. Exceeding a reasonable level of absenteeism regardless of reason which affects operational effectiveness	Written Reprimand	Suspension with or Without Pay	Discharge	
4. Abusing paid leave such as not obtaining prior approval or not using leave for what it was intended	Verbal Warning	Written Reprimand	Suspension with or Without Pay	Discharge
5. Using abusive language towards another individual in either verbal or written form	Written Reprimand	Suspension with or Without Pay	Discharge	

6. Insinuating or making discriminatory statements or acts regarding race, age, religion, handicap, national origin, political affiliation, creed, or any other discriminatory acts.	Written Reprimand	Discharge		
7. Committing verbal assault and/or battery on an employee, student or visitor on School property	Suspension with or Without Pay	Discharge		
8. Committing physical assault and/or battery on an employee, student or visitor on School property	Discharge			
9. Endangering the wellbeing of an employee, student, or visitor on School property	Suspension with or Without Pay	Discharge		
10. Making false, derogatory or malicious statements or spreading rumors or misinformation that may jeopardize or damage the integrity, reputation or image of School or its employees	Written Reprimand	Discharge		
11. Creating a hostile environment for any employee, student or visitor on School property	Written Reprimand	Suspension with or Without Pay	Discharge	
12. Sleeping, gambling or horse-playing that disrupts work or creates risk of injury	Verbal Warning	Written Reprimand	Suspension with or Without Pay	Discharge
13. Refusing to perform reasonable and proper work assignments from supervisor or authorized personnel, except in cases where the employee's safety or morals may be jeopardized by the assignment	Written Reprimand	Suspension with or Without Pay	Discharge	
14. Resisting or defying the authority of an appropriate supervisor. Actions may include refusal to comply or refusal to act when reasonable, clear, specific orders or instructions were given to the employee and understood by the employee	Written Reprimand	Suspension with or Without Pay	Discharge	
15. Encouraging and engaging in any activity that stops, restricts or delays the delivery of receipt of educational services	Suspension with or Without Pay	Discharge		
16. Failing to enforce policy, resolutions or other related directive mandated by the Executive Board	Written Reprimand	Suspension with or Without Pay	Discharge	
17. Failing to recognize or abide to the line of authority	Written Reprimand	Suspension with or Without Pay	Discharge	
18. Searching through another employee's work or personal property without authorization or permission by an appropriate supervisor or the employee	Written Reprimand	Suspension with or Without Pay	Discharge	
19. Failing to secure School equipment – leaving it open to damage or theft	Written Reprimand	Suspension with or Without Pay	Discharge	
20. Being cash short in handling of school funds without explanation	Written Reprimand	Suspension with or Without Pay	Discharge	
21. Withholding or misrepresenting information related to employment	Discharge			
22. Removing or destroying information related to the job without proper authorization	Written Reprimand	Suspension with or Without Pay	Discharge	
23. Driving a school vehicle without a valid State driver's license or a Commercial Driver's License with a CDL is required	Suspension with or Without Pay	Discharge		
24. Permitting unauthorized passengers in a school vehicle	Verbal Warning	Written Reprimand	Suspension with or Without Pay	Discharge
25. Using a School vehicle without prior approval	Written Reprimand	Discharge		
26. Using a School vehicle in an unlawful manner	Suspension with or Without Pay	Discharge		
27. Violating or neglecting safety rules or practices or contributing to hazardous conditions such as while using chemicals or other potential hazards	Written Reprimand	Suspension with or Without Pay	Discharge	
28. Possessing, displaying or using firearms, explosives, weapons or any other dangerous devices in an irresponsible manner when authorized, by the nature of the job, to carry such on-school grounds or property	Discharge			

29. Possessing, displaying or using firearms, explosives, weapons or any other dangerous devices while on School grounds or property.	Discharge			
30. Destroying, damaging, defacing or marring School property	Written Reprimand	Suspension with or Without Pay	Discharge	
31. Selling School without prior authorization.	Discharge			
32. Being under the influence of alcohol or other controlled substance while on the job or on School property.	Written Reprimand	Discharge		
33. Failing to cooperate with a mandatory alcohol or controlled substance treatment program or health agency	Written Reprimand	Discharge		

SECTION 14 – GRIEVANCE PROCEDURES

A. Purpose

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

B. Definition

A grievance is a complaint by an employee concerning work rules, unsafe or unhealthy working conditions, alleged improper treatment that directly affects work performance or conditions of employment that cannot be satisfactorily resolved between the employee and his immediate supervisor. The grievance procedure does not apply to disciplinary appeals.

C. Scope

All departments shall follow this procedure. Employment appeals do not fall under the grievance procedure. Example: dismissal, suspension, demotion, or discrimination.

D. Eligibility and Employee Rights

1. All regular, full-time, and part-time employees may grieve.
2. Employees have the right to seek legal counsel, at their own expense. The school also is entitled to representation by legal counsel.

E. Time Limits and Procedures

1. An employee must file a written grievance with the principal. If the complaint is against the principal, the written grievance must be filed with the Board President as appropriate within five (5) working days of the occurrence. Grievances are confidential. Information should only be shared within the Chain of Command. Violations may result in a counter-grievance being filed.
2. The Principal and/or Human Resource, or designee, shall;
 - i. Meet with the grievant as soon as possible after a grievance is filed.
 - ii. Must resolve the grievance in writing, within fifteen (15) working days of filing or the grievance automatically goes to the next level.
 - iii. Attempt to resolve the grievance in consultation with the grievant and any necessary parties.
 - iv. Submit a written report on the processing of the grievance to his or her supervisor within five (5) business days of the grievance being filed. That report shall set forth the exact issue(s) grieved, relevant facts (date, time, place, statements, and witnesses), action taken and the status of the grievance (i.e., whether or not resolved). 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 without action.

F. Grievance Steps (Due Process):

1. **NJOI EMPLOYEES:** An employee who has a grievance must file a written complaint within five (5) working days of the alleged action with the Principal or Board President, if the complaint is against the Principal. The complaint must clearly specify the actions or matters grieved and shall include specific supporting facts and circumstances to include: dates, times, places, fact statements and names of witnesses. If after ten (10) working days the grievance is not satisfactorily resolved in writing, the employee shall progress to the next step.
2. If the grievance was not satisfactorily resolved by Principal, the employee may submit the grievance to the Board. This must be done through the Principal within five (5) working days after the response deadline of the Principal.
3. After receiving written notice from the employee requesting a grievance to the School Board, the Principal or Board President will add the grievance to the next regular school board meeting agenda to make a decision on the grievance.
4. All decisions of the Board shall be final: The Board, at its discretion, may determine the grievance based on the record before it and a Board decision must be rendered within 30 days of the school board meeting at which it was scheduled. The decision of the Board is final. If the grievance was not satisfactorily resolved by the Board, the employee may submit the grievance to the next level.
5. The Human Resource, or designee, will be involved in all steps of the grievance process.

SECTION 15 – TERMINATION OF EMPLOYMENT

15.01 Voluntary Termination (Resignation)

Certified Licensed Teachers

1. At the time a certified licensed teacher decides to resign their employment from NJOI, he/she must submit a signed letter of resignation stating the effective date of resignation, which shall not be less than 30 calendar days from the date of the letter. Notice of resignation via text message or phone will not be an acceptable notice of resignation; the Principal and Board will not accept such types of notices.
2. Any licensed New Mexico educator who agrees to work at NJOI who subsequently fails to honor or perform that agreement shall be deemed to be in breach of contract. Such a breach of contract is considered unprofessional conduct pursuant to the Standards of Professional Conduct Title 6 Primary and Secondary Education, Chapter 6 School Personnel General Provisions, Part 9 Licensure Requirements, Code of Ethical Responsibility of the Education Profession. (See Exhibit B – Primary and Secondary Education School Personnel – General Provisions – Licensure Requirements, Code of Ethics, Responsibility of the Education Profession).
2. In such case, in pursuant to the Title 6 Primary and Secondary Education, Chapter 66 School Personnel Contracts, Part 2 Licensed School Instructor Contract – 6.66.2.8 Requirements (F) states: The instructor shall give the board thirty (30) calendar days written notice of intention to resign. Failure to give such notice shall entitle the board, in its discretion, to file a written complaint with the New Mexico Secretary of Public Education requesting suspension or revocation of the instructor's license; and in the absence of extraordinary circumstances, NJOI shall file a complaint with the New Mexico Department of Education for those employees who are certified or licensed thereby. (See Exhibit C – Primary and Secondary Education School Personnel – Contracts – Licensed School Instructor Contracts).

The following procedures shall be followed in other cases of resignation from employment.

- a) The employee shall provide a written notice of their intent to resign to their Supervisor. The Supervisor

shall provide a copy of the letter of resignation to the Human Resource, or designee.

- b) The immediate supervisor shall account for all school property issued to the employee before the effective date of the resignation.
- c) The Human Resource, or designee, shall conduct an exit interview with the resigning employee before the effective date of resignation.
- d) The resigning employee must also give notice to the Principal, HR or designee, the business manager and maintenance if he or she resides in school quarters. An employee who resides in the NJOI quarters complex must be checked out of the quarters housing on or by the effective date of resignation. See NJOI Quarters Housing Policy for further details (Section 1.07-P).
- e) If the employee has outstanding debts or owes property to NJOI the Business Manager will take all necessary steps to initiate repayment and to receive school property from the employee, before the final paycheck is released.
- f) The Principal shall place the resignation on the agenda for Executive Board review at the next scheduled Executive Board meeting.
- g) Board will issue a Letter of Acceptance of Resignation.
- h) In some cases, NJOI will permit an employee to resign with less than 30 days notice.

15.02 Dismissals, Demotion and Suspension (Used for All Employees)

1. Pre-disciplinary Procedures. Before an employee may be dismissed, demoted or suspended with pay for a determined number of working hours, the Principal and Executive Board or their designee shall give the employee written notice of the charges and a summary of the basis for the charges.
2. Disciplinary Procedures. The Principal, Executive Board or their designee may dismiss, demote or suspend without pay or take other disciplinary action for just cause but not before serving the employee personally or by registered or certified mail, return receipt requested (addressee only), with written notice of the specific reasons for the disciplinary action in sufficient detail to inform the employee of the facts as required by the Navajo Preference in Employment Act.

The action is not effective until one of the following occurs:

- a) The employee signs for receipt of the disciplinary letter, or
 - b) An attempt is made to personally serve the disciplinary letter, but the employee refuses to sign for receipt of the letter. Such attempt to personally serve the letter shall be witnessed; or
 - c) Three (3) working days have passed since the letter was mailed to the employee. (NJOI recognizes that some employees will not accept certified mail in order to argue lack of notice). The Board may suspend an employee without pay for up to thirty (30) calendar days.
3. Relief from Duty. Nothing in this rule shall preclude the Principal from immediately placing an employee on administrative leave pending implementation of procedures under this Section.
 4. Non-Renewal. Failure to renew the contract of an employee who was under contract for a specific period of time shall not be considered a dismissal or a disciplinary action. An employee shall have no right to appeal a non-renewal or to receive a statement of reasons for the non-renewal of a contract. The Navajo Nation Supreme Court has held that termination upon expiration of an employment contract for a specific term or subject to a fixed

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

1. Any employees may be terminated for just cause pursuant to the Navajo Preference in Employment Act. Examples of infractions which may result in disciplinary action, including involuntary dismissal, are included herein. However, it is not possible to list all the forms of behavior which are considered unacceptable in the work place and the Executive 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 Executive Board may choose to take a lesser disciplinary action such as a warning or suspension for a first offense, the Executive Board may in its discretion dismiss an employee for a first offense if appropriate depending on the facts and circumstances of the situation.
2. Involuntary Dismissal Procedures (other than Layoff/Reduction-in-Force)
 - a) Dismissal of an employee may be recommended to the Principal by the supervisor. The Principal in consultation with the supervisor, and/or Human Resource, or designee, will draft a notice of intent to terminate letter setting forth just cause for the recommendation for termination and citing the specific policy, contract or law violated by the employee. A copy of this notice of intent to terminate letter will be hand delivered or mailed by certified mail to the employee.
 - b) The notice of intent to terminate letter will be provided to the Executive Board at an Executive Board meeting with a recommendation to the Board by the Principal as to whether just cause exists to terminate the employee.
 - c) Upon receiving the recommendation from the Principal, the Executive Board will reviewing the notice of intent to terminate letter and if just cause exists for the employee, the Board shall order the principal or other administrator to send a letter to the employee on the behalf of the Board by personal delivery or through certified mail terminating the employee and setting forth just cause for their termination and citing policies, contract provisions, position descriptions or laws violated by the employee. The termination will become effective five (5) days after the letter is sent to the employee.

15.04 Involuntary Termination (Layoff/Reduction-in-Force)

This provision relates to any involuntary employment termination for non-disciplinary reasons initiated by the organization due to business or economic conditions such as, insufficient federal funding, changing program priorities or direction, a reduction in student count, reductions in work load or other factors which, in the sole discretion of the Board, render such action prudent and in the best interest of NJOI. All terminations resulting from a reduction-in-force must be authorized by the Executive Board.

The department supervisor will make recommendations to the principal when funding or workload circumstances require a layoff in their respective departments, also known as a Reduction-In-Force (RIF). Thereafter, the principal shall review the recommendation, if the principal concurs with the recommendation, the principal shall submit a Reduction-In-Force plan to the Executive Board. In developing such plan, whether during the academic year or at the time for contract renewal decisions, the Principal shall give preference in retention to positions essential to the administration and operation of NJOI. In considering the Principal's plan, the Executive Board shall also give preference in retention to such positions.

The Principal and the Executive Board shall also consider the Navajo Nation law regarding layoffs as set forth in the Navajo Preference in Employment Act at 15 N.N.C. § 604(C)(2) in which preserving jobs for Navajo employees has a statutory priority over others in making layoff/RIF decisions, whether during the academic year or at the time for contract

renewal decisions:

1. 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;
 2. Shall be retained by the employer in the case of a reduction-in-force 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.
- A. Involuntary dismissal may occur because of the abolishment of a position due to lack of funds, change in duties, reorganization or lack of work. NJOI will not abolish a position as a pretext for termination of an employee that would otherwise require notice and just cause.
- B. When more than one employee is affected:
1. First and foremost, all decisions regarding which employees and/or employment positions to retain in any reduction-in-force shall be made on the basis of the best interest of NJOI and the students it serves. Any other considerations, including those set forth below, shall be secondary to this primary principle.
 2. The Executive Board may create a revised organizational chart for NJOI that reflects the positions that will exist after the reduction-in-force, including the number of positions that will be retained. If the Executive Board decides to reorganize and revise the organizational chart so that new or consolidated positions are created with skill requirements that are different from NJOI's existing positions, position descriptions and qualifications for each of these new or consolidated positions will be established.
- C. The Human Resource, or designee, with the Principal shall establish lists grouping the positions that shall be retained within each job class (hereinafter "Job Class").
1. Each Job Class will be made up of those positions with the same or similar required qualifications.
 2. 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. If there is only one position in the Job Class that has certain required qualifications, that one position will be its own Job Class.
 3. Within each Job Class, the Human Resource, or designee, 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).
 - a. The lists to be established are as follows:
 - i. The first list will include current employees in that Job Class who are neither Navajo nor a spouse of a Navajo.
 - ii. The second list will include current employees in that Job Class who are Navajo or a spouse of a Navajo.
 - b. 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.
 - i. Within each group, 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.

- ii. 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.
 - iii. For each Job Class, the Principal in consultation with the Human Resource, or designee, 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.
- c. 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:
- i. By going to the first list for that Job Class and beginning from the top and going down to the bottom;
 - ii. Then going to the second list beginning from the top and going down to the bottom; and
 - iii. 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.
 - iv. If new or consolidated positions have been created through the above 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).
 - v. 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.
 - vi. Individual employees who are laid-off through the above process shall be given thirty (30) days' written notice that their contracts will be terminated because of a reduction-in-force due to lack of funds, change in duties, reorganization, and lack of work or other reasons.
 - vii. Actions regarding reduction-in-force are not subject to the grievance procedure.
 - viii. 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.

15.05 Involuntary Termination due to Disability

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

Extended benefits may be available to the employee under the School health plan, if no other benefits are available, then federal law, such as the Family Medical Leave Act, and/or applicable Workmen's Compensation provisions will go in effect.

Salary and benefits will terminate automatically on the day all leave benefits have been exhausted. After expiration of

employment, and up to one (1) calendar year after the date of said expiration, the employee will be entitled to preferential consideration for any position for which he or she is qualified and able to perform the necessary duties.

15.06 Reinstatement

Any employee affected by a reduction-in-force will be reinstated subject to the Navajo Preference in Employment Act at 15 N.N.C. §604(C)(1) under which qualified Navajos shall be selected for recall; and 10 N.N.C. §124, under which JOI may issue a waiver of Navajo preference on a case by case basis.

SECTION 16 – BUSINESS TRAVEL/FIELD TRIP POLICIES AND PROCEDURES

The Na' Neelzhiin Ji Olta' Inc. Executive Board will reference the Federal Travel Regulations as the official Travel Policy for Na' Neelzhiin Ji Olta', Inc. These federal statutory regulations, policies and procedures will be followed for the use, purpose, referencing and administering of all paperwork for employees requesting for travel allowances and/or other travel requirements deemed necessary for any official school travel.

16.01 Purpose of a Travel Authorization/Request Form

Written travel authorizations assist in fund control and meeting requirements of recording obligations at the time they are incurred. Moreover, they also serve to provide a notice and record of the employee's instructions and entitlements. It follows that retroactive modification of a travel order must be justified by attendant facts and circumstances.

16.02 The Idea and Object of Travel Allowances

Whether in the nature of a reimbursement or a per diem in lieu thereof, is to make an employee whole as to any additional expenses put to through travel upon the public business; and where from the period covered by the trip it is apparent there is no necessity for such expense, the reason for the allowance fails and it must be held that the right thereto does not exit.

16.03 Prudent Person Rule

An employee traveling on official business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business. Excess costs, indirect or lengthy routes, delays or luxury accommodations and services unnecessary or unjustified in the performance of official business are not acceptable under this standard. Employees will be responsible for excess costs and any additional expenses incurred for personal preference or convenience.

16.04 General. Per Diem Allowances

Per diem allowances shall be paid for official travel away from the official duty station with the beginning destination being from the employee's official duty station (the School) to the travel destination.

Definitions:

Calendar day. Calendar day means the 24-hour period from one midnight to the next midnight. The calendar day technically begins one second after midnight and ends at 12:00 midnight.

CONUS. CONUS refers to the *Continental United States*, as the 48 contiguous States and the District of Columbia.

Destination rate. Destination rate applicable to the next location where the employee will perform temporary duty or where the employee makes an en route stopover to obtain overnight lodging.

Locality rate. Locality rates are maximum per diem rates prescribed for specific localities.

Standard CONUS rate. Generally, the standard CONUS rate is prescribed for any location within CONUS that is not included in one of the defined localities or areas for which a specific rate is prescribed in Appendix A of the Federal

Travel Regulations. The standard CONUS rate is also prescribed for all locations within CONUS when permanent change of station is involved.

Per diem allowance. The per diem allowance is a daily payment instead of reimbursement for actual expenses for lodging, meals and related incidental expenses. The per diem allowance is separate from transportation expenses and other miscellaneous expense. The per diem allowance is distinguished from transportation expenses.

Transportation expenses. Transportation expenses include commercial bus, air and rail are reimbursable in addition to the per diem allowance. Transportation expenses also include local transit system and taxi fares; cost of commercial rental cars and other special conveyances; and mileage and other allowances to cover operating expenses for use of privately owned conveyances, including fees for parking, etc. Allowing POV conveyances; travelers are required to have limited liability insurance on file.

Other miscellaneous travel expenses. Other miscellaneous travel expenses that are directly attributable and necessary to the travel and temporary duty as authorized and performed. Taxes on lodging, the energy surcharge on lodging and laundry and cleaning expenses are miscellaneous travel expenses, even though these expenses were previously included as part of lodging and incidental expenses. When authorized or approved by the agency concerned, these expenses are reimbursable in addition to the per diem and transportation expenses.

Types of expenses covered by per diem. The per diem allowance is a daily payment instead of reimbursement for actual expenses for lodging (excluding taxes), meals and related incidental expenses as may be permitted by the FTR and subject to the permissible cost provisions of the OMB Super Circular. The per diem allowance covers all charges, including any service charges where applicable:

1. Lodging. Include expenses for overnight sleeping facilities, baths, personal use of the room during daytime, Wi-Fi access fee and associated service charges as may be permitted by the FTR.
2. Meals. Expenses for breakfast, lunch, dinner and related tips and taxes (specifically excluded are alcoholic beverage and entertainment expenses and other expenses incurred for other persons not associated with NJOI).
3. Incidental expenses.
 - a. Fees and tips given to porters, baggage carriers' bellhops, stewards or stewardesses.
 - b. Transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained at the TDY (Temporary Duty) site; and
 - c. Mailing cost associated with filing travel vouchers.

16.05 Reimbursable Expenses

Traveling expenses, which will be reimbursed, are confined to those expenses essential to the transaction of official business.

16.06 Reimbursement vs. Allowance

Reimbursement: A reimbursement is made for the actual costs incurred.

- It requires an itemization of expenses incurred (line by line). Receipts must be provided to show actuality and correctness of any expenditure for which reimbursement is claimed.

Allowance: An allowance, on the other hand, is a flat, fixed amount paid in lieu of actual costs. It is a computation of expenses incurred or presumed to have been incurred while traveling on School business.

- It does not require an itemization of expenses incurred or receipts.

It is the responsibility of the Business Manager to scrutinize each case before authorizing per diem to ensure that the employee will in fact incur additional expenses by the virtue of the travel and to so justify the allowance. If a traveler takes his/her family on official school travel, the employee is assuming the responsibility for additional incurred costs and liability insurance.

16.07 Business Travel Expenses

NJOI will reimburse employees for reasonable business travel expenses incurred while on assignment away from the normal work location.

Expenses that generally will be reimbursed include the following:

- Airfare (coach or economy class). Airfare reimbursements require a copy of the ticket or receipt.
- Fares for shuttle or airport bus services, where available; cost of public transportation for other ground travel including parking fees (receipts required).
- Taxi fares for business related trips (receipt required).
- Mileage cost for use of personal owned vehicle (POV) will be paid or reimbursed at the existing U.S. Government published rate. Mileage to long distance temporary work duty will be calculated using the lowest air fare.
- When two or more employees travel together, the one employee who's POV is being used shall be paid the mileage.
- Per Diem will be paid at the U.S. Government published rate.
- Charges for telephone calls, faxes, printing, xeroxing, internet use, UPS/FedEx charges and similar services required for business purposes. (receipt required)
- If travel required vehicle rentals at the Travel Destination, the rental rate must include all insurance coverage. Any fuel expense will be reimbursed with a valid receipt.

Items or services such as personal hygiene products, in-room movies, room service, dry cleaning, laundry services (laundry services are not reimbursable if travel does not exceed four (4) days) are not reimbursable.

Travel advances of 80% will be provided to cover reasonable anticipated expenses, after travel has been approved. Employees should submit original receipts within five (5) days of travel. Unauthorized cost, undocumented or if receipts are not submitted in a timely manner, the costs may be deducted from employee's salary. Receipts are required for all business expenses listed under Section 15.07 – Business Travel Expenses - for reimbursement: (i.e. airfare, parking, taxi, shuttles, registration, tips and lodging, an itemized receipt is required for lodging).

An authorized traveler is expected to attend sessions full-time and share written information with staff, supervisor and Executive Board upon their return as appropriate. Employees are expected to report any travel changes immediately and travel monies will be adjusted as necessary.

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

For purpose of calculating travel expenses, the School shall be considered the official duty station and shall calculate based on the least expensive route. All mileage reimbursements for travel shall be paid considering the most direct or shortest route. If travel is by an indirect route, the extra expense shall be endured by the traveler. When a privately-owned vehicle (POV) is used for travel, it must have insurance coverage with a copy of the insurance card on file with the Business Office. When utilized, reimbursement will be paid to the driver at the Federal Travel Regulation rates. When mileage is claimed, the total mileage reimbursed cannot exceed the lowest roundtrip fare published by the common carrier.

Mileage reimbursement CANNOT be claimed by an employee who is a passenger in a vehicle operated by another employee going to the same event.

An employee shall not claim, nor will they be reimbursed when expenses are generated by another source, school or entity.

Employees should contact their supervisor for guidance and assistance on procedure related to travel arrangements, travel advances, reimbursement for specific expenses or any other business travel issues.

16.08 Business Travel

NJOI will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. The Federal Travel Regulation guidelines will be used as a guide. Employees on travel will be given up to 80% of authorized expenses prior to travel and the remaining 20% upon successful completion of trip requirements and turning in all receipts within the required timeframe. All travel requiring per diem only will be issued at 100%. All long distant and over night travel requests must be approved by the Board.

16.09 Employee Travel Request Procedures

1. Complete travel request form
2. Complete a justification memo
3. Obtain supervisor's approval
4. Submit the travel request form to the business office no later than five (5) working days prior to travel. Special circumstances may occur such as last-minute notices from the hosting agency of any school related function/business. In these cases, the requestor must contact the immediate supervisor as soon as possible for approval.
 - a. Business Office will review the travel request and will book the necessary travel arrangements prudently after approval.
 - b. The Business Manager retains the right to amend the travel cost/arrangements or deny the travel due to the significance of importance to the school.
 - c. Upon returning to school, the employee will have five (5) working days to submit travel receipts.
5. Employee with approved travel arrangements is encouraged to be mindful of the cost. All travel plans will be coordinated through the business office staff. The Business Office has the authority to modify the travel plans. Should the employee choose to cancel or change travel plans, once booked, the employee will be held responsible for any additional costs, or non-refundable costs. The costs will be payroll deducted.
6. When approved, the actual costs, if reasonable, of travel, meals, lodging and other expenses directly related to accomplishing business travel objectives for which original receipts are submitted will be reimbursed by the school unless a flat rate is accepted. Employees are expected to limit expenses to reasonable amounts. The Business Office is authorized to revise travel plans as a cost saving measure.
7. Expenses that generally will be reimbursed include the following:
 - a. Expenses stated in Section 15.07 – Business Travel Expense – of this Manual.
 - b. Mileage cost for use of personal vehicles will be reimbursed at the existing U.S. government published rate. If a school vehicle is scheduled to transport employees to the meeting/training site, mileage will not be reimbursed. The mileage will start from the school site to the training site as stated in Section 16.07 – Business Travel Expense. Exceptions may be made by the Business Manager or designee in cases where a determination based on the most reasonable cost is most advantageous to the school. Examples:
 - i. If traveler travels from their residence that is closer to the temporary duty destination, mileage will

be calculated from the residence instead of the school. (i.e. If traveler lives in Albuquerque and going to Santa Fe, mileage will be calculated from Albuquerque instead of the official duty station. If traveler lives in Albuquerque and the temporary duty destination is in Albuquerque, there will be no mileage advance or reimbursement).

- ii. If a traveler wishes to drive their POV for long distance travel, mileage will be determined based on the cost of the lowest airfare. (i.e. If traveler drives to St. Louis, it will cost \$1,000 but the airfare costs \$500 to St. Louis, the advance will be 80% of \$500).
 - c. Per diem will be paid at the U.S. government published rate. All local travel does not qualify for per diem.
 - d. Charges for telephone calls, faxes and similar services required for business purposes while on travel are an allowable cost.
 - e. If a vehicle rental at the destination is warranted, rental rate must include all insurance coverage.
- 8. Any employee who is involved in an accident while traveling on business in a school vehicle must promptly report the incident to the immediate supervisor.
 - 9. Vehicles owned or leased by the school may not be used for personal use.
 - 10. Advances to cover reasonable anticipated expenses may be made to employees after travel has been approved by their supervisor.
 - 11. When travel is completed, employees must submit original receipt within five (5) days of travel. Unauthorized cost or undocumented cost will be deducted from employee's salary. Receipts are required for airfare, luggage/baggage fees, parking, taxi, shuttles, registration, tips and an itemized receipt is required for lodging.
 - 12. Employee should contact the business office for guidance and assistance on procedures related to travel arrangements, travel advances, reimbursement for specific expenses or any other business travel issues.
 - 13. Employees on school travel are expected to attend sessions full-time, just as they were attending to their regular business hours of work and share information with fellow employees or supervisor upon their return as appropriate.
 - 14. Abuse of this policy, including, but not limited to, falsifying travel expense to reflect costs not incurred by the employee, or unreasonable or excessive expenses, may be grounds for disciplinary action, up to and including termination of employment.
 - 15. Employees who separate from NJOI for any reason and have a prepaid airline ticket pending will be financially responsible for reimbursing NJOI for the amount that the airline credits the individual for the unused ticket. The reimbursement to NJOI will be in the form of money order or payroll deduction.

16.10 Field Trip Travel Procedures

- 1. Complete a field trip travel request form.
- 2. Complete a justification memo.
- 3. Estimate travel cost: lodging, transportation, meals and other fees must be included in the request before obtaining supervisor's approval. Business Manager will not accept field trip travel request without proper cost justification.
- 4. Obtain supervisor's approval. Supervisor shall review for all required information as stated above before approving.

5. Submit forms to the Business Office five (5) days or earlier if possible prior to travel.
6. Business Office will review field trip travel request and will return request form to employee.
7. Business Office will book necessary travel arrangements as appropriate.
8. Employee will return travel request form to Business Office. They retain the right to amend the travel cost/arrangements.
9. Employee is responsible for obtaining parental permission slips, submitting rosters to attendance clerk, submitting food request, providing an itinerary, securing chaperones, contact list, etc.
10. Upon returning to the school, the employee will have five (5) working days to submit travel receipts.
11. All overnight field trips require Board approval.

SECTION 17 – BUSINESS OFFICE POLICIES/PROCEDURES

17.01 Purchasing

All purchasing at NJOI must be made in accordance with allowable cost principles of federal funds per the OMB Super Circular, funds raised through fundraising and any other outside funding sources; and, for purchases over \$50,000, the advertising and bidding requirements of the Navajo Nation Business Opportunity Act. To ensure accurate financial accounting, all purchasing must be authorized, and proper procedures must be adhered to.

- A. Program supervisors are fully responsible to provide oversight and tracking of their program budgets and approve purchasing based on their program budget.
 1. The Principal has the authority to approve requisitions up to \$3,000.
 2. Principal can authorize purchases up to \$3,000.
 3. Purchase requests of \$3,001 up to and/or above \$50,000 requires Board approval following procurement policies stated in the NJOI Financial Policies and Procedures Manual.
- B. The Business Manager is responsible for ensuring proper fiscal management and that reasonable purchase are being made. The Business Manager will not approve purchase requisitions in the following cases:
 1. The requisition is incomplete.
 2. The requisition is not approved by immediate supervisor or Principal.
 3. The item(s) being requested is over \$3,000 and requires Board approval.
 4. Funds are unavailable, or cost is unreasonable.
 5. The item(s) being requested is an unallowable cost.
 6. Any purchasing of technology equipment must be consulted with the Principal.
- C. Requisition Procedures are as follows:
 1. A purchase requisition must be completed for all supplies, services, materials and equipment. The purchase requisitions must have supervisor's signature indicating approval and submitted to the Business Office. All supervisors must ensure proper purchasing request policy is adhered to prior to approving request. Once the purchase requisition is approved, a purchase order or check will be issued as appropriate. Purchase Order or checks must be used within seven (7) working days. If not used within seven (7) working days, it must be returned to the Business Office.
 2. All purchase requisitions must be submitted by Monday of each week for processing on Thursday of each week. Proper planning must be made by department employees for purchase orders or checks.
 3. All purchases must have prior approval by supervisor utilizing the purchase requisitions. Any purchases made without following the purchasing policy or procedures will be the financial responsibility of that employee.

Employee shall be payroll deducted to pay for unauthorized purchases.

4. All receipts must be submitted within seven (7) working days for proper accounting or employee shall be payroll deducted for all outstanding receipts for supplies, travel expenses, services, etc. All outstanding receipts must be submitted before any other purchase order or checks are issued.
5. The Board directs the prompt payment of bill to maintain good vendor relations but only after due care has been taken to assure that such invoice amounts represent obligations of the school for services or materials received. All supervisors are responsible to assist the Business Office by submitting invoices or receipts immediately, so vendor payments will be issued. Due to lack of invoices or receipts, outstanding bill will be the financial responsibility of the employee.

17.02 Fundraising

The Business Office provides full accounting and technical support to all authorized fundraising activities. The following must be adhered to for all fundraising activities. Academic staff are not allowed to conduct fundraising activities during school/instructional hours. All preparations for fundraising activities must be conducted after school and/or weekends.

- A. A request must be submitted for fundraising activity two (2) weeks in advance of the proposed event to the Principal or designee for approval. All fundraising activities shall not interfere with the education process of NJOI students.
- B. Any funds generated by employees, gate admission fees; parents or organizations shall be accounted for. All monies must be submitted to the Business Office daily or the next business day. All accounting of expenditures and income shall be recorded by the Business Office. No separate bank accounts are to be established without the Board's approval.
- C. Fundraising sponsors are responsible for making sure these policies are complied with. Failure to ensure financial accountability shall result in the sponsor being liable for any loss incurred.
- D. The procedure shall be followed for any purchases of supplies, materials or services.

17.03 School Credit Card

The Board recognizes the need for use of the school credit card on behalf of NJOI for travel or other urgent purchases. School credit cards will be issued to selected employee(s) approved by the Board.

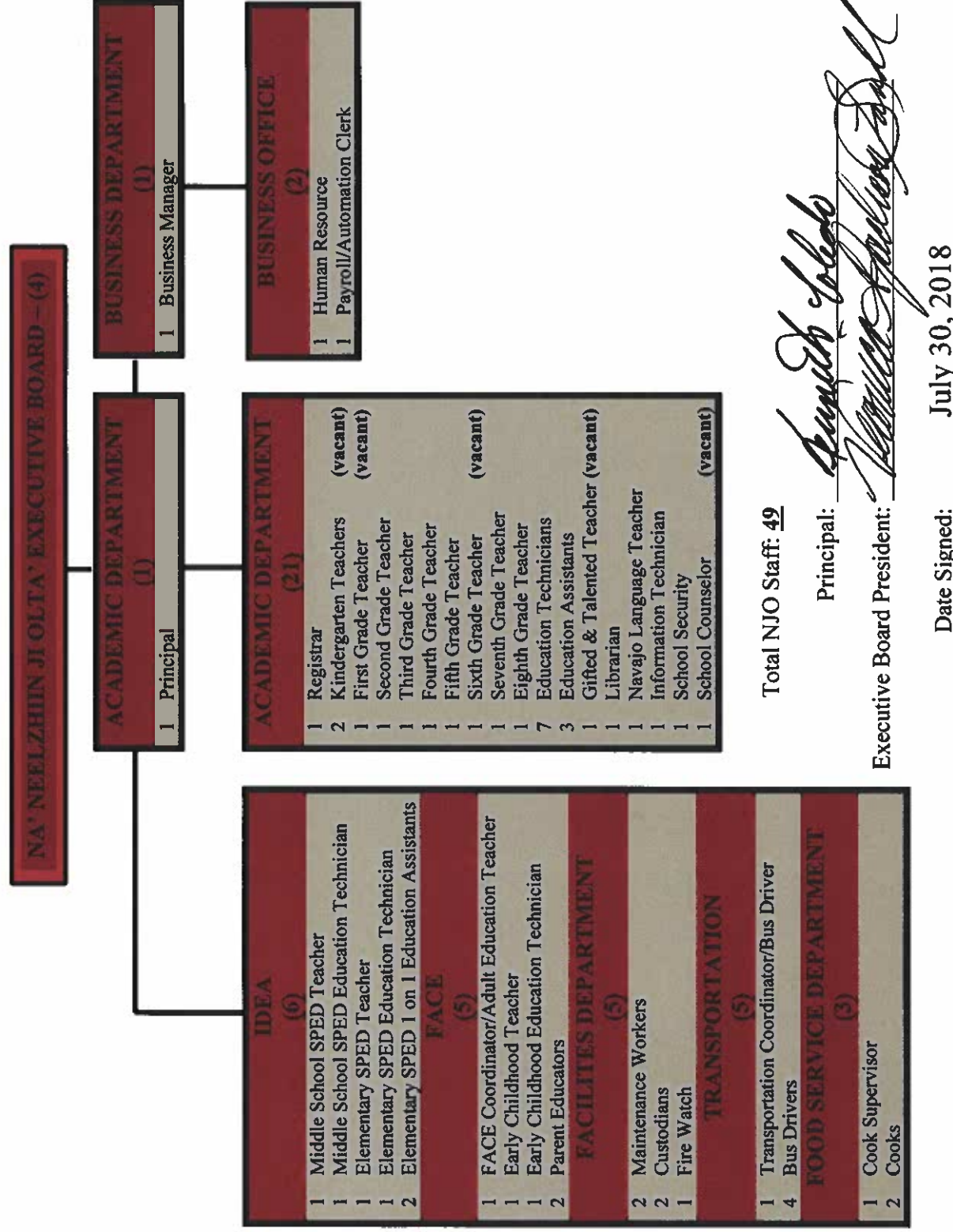
All credit cards issued to and in the name of NJOI shall be held and supervised by the Business Manager.

The employee will sign out for each school credit card upon issuance.

The purchasing policy will be adhered to in the use of the school credit card. The credit card holder will be responsible for all charges and submittal of receipts and in cases where no receipt is submitted, employees will be financially responsible for the charges. When a credit card is used for travel arrangements for an employee, other than the credit card holder, those employees are responsible to submit receipts within the timeframe mentioned. The school credit card in no circumstance will be used for personal charges and/or any other non-NJOI parties or entities.

Misuse of a school credit card may result in disallowed costs, for which the employee who incurred the costs will be financially responsible. Misuse of a credit card may also be a criminal offense that will be reported to law enforcement agencies for investigation and prosecution. Furthermore, an employee will be subject to disciplinary action for any misuse of school funds.

NA' NEELZHIIN JI OLTA, INC. – 2018/2019 ORGANIZATIONAL CHART



NATIVE AMERICAN SCHOOLS INSURANCE PROGRAM

EARLY RETURN TO WORK POLICY AND PROCEDURE

Early Return to Work Program Standard Administrative Procedure

1. GENERAL

- 1.1. The purpose of this Standard Administrative Procedure (SAP) is to implement and administer an Early Return to Work Program, while ensuring fairness and consistency for the employees of the schools participating in the Native American Schools Insurance Program (NASIP). Herein the term "employee" refers to any employee of the System and/or its components and "employer" will refer to the supervising unit of the System component. This SAP is intended as a guide and does not create a contract, implied or expressed, with any employee. The System reserves the right to modify this SAP in whole or in part at any time at the discretion of the Executive Board of the Native American Schools Insurance Program.
- 1.2. The objective of the program is to return employees to safe and productive employment as soon as medically possible following an injury/illness in either their pre-injury/illness job without restrictions or in a temporary work assignment, if available, as described in section 4.
- 1.3. The program does not obligate the employer to create work or to return an employee who has had an injury/illness to work if there is no appropriate work available.
- 1.4. The program does obligate the employer to try to provide meaningful work consistent with the employee's knowledge, skills, and physical capabilities within the limitation specified by the employee's physician, if reasonably possible.
- 1.5. This SAP is intended as a minimum standard. Each System component is authorized to implement its own procedures as long as the intent of this SAP is met in the procedures set forth.

2. BENEFITS

- 2.1. Early return to work following an injury/illness is beneficial to both the employer and the affected employees.
 - 2.1.1. *Benefit to Employees* – Employees remain active and productive; concerns about continued employment may be resolved; full or partial wages are earned bringing income closer to pre-injury/illness wages; employees experience less disruption to their lives; loss of physical fitness and muscle tone due to inactivity may be prevented; employees maintain pre-injury/illness benefits; and maintain contact with and support from co-workers and friends.
 - 2.1.2. *Benefit to the Employer* – Productivity is maintained; the employer retains the production of skilled and experienced employees; expenses are reduced for recruiting, hiring, training, or salary of replacement employees; overtime may be lessened to make up for lost production; work delays and business interruptions are eliminated or reduced when experienced employees return to work; Workers' Compensation costs (if applicable)

NATIVE AMERICAN SCHOOLS INSURANCE PROGRAM EARLY RETURN TO WORK POLICY AND PROCEDURE

are reduced when injured employees return to work; communications and relationships between employees and their department are enhanced based on the commitment by all parties; and the employer's interest and concern for employees is reinforced.

3. ELIGIBILITY REQUIREMENTS

To be eligible to participate in this program the individual must be a current employee, have been an employee at the time the injury/illness occurred, and be temporarily unable to return to pre-injury/illness duties as a result of an injury/illness.

4. TEMPORARY WORK ASSIGNMENTS (TWA)

4.1. Temporary Work Assignments – can be the bridge to help employees return to their pre-injury/illness job without restrictions. TWA may be made when employees temporarily cannot perform the duties of their job due to injury/illness and have been released to work with restrictions by their physician. TWA will be monitored by the Supervisor, ERWP Administrator, and/or Summit Administration Services, Inc. and must be consistent with the employee's knowledge, skills, and physical capabilities within the limitations specified by the employee's physician. The following are recommended types of TWA:

4.1.1. *Modified Regular Duty* – This may include temporary modifications to the employee's position such as schedule changes, reduced hours, reduced capacities, or sharing parts of job responsibilities with co-workers.

4.1.2. *Alternate Work Assignments* – The supervisor/ERWP Administrator may consider jobs or tasks that need to be done and may accept input from the employee and the employee's co-workers to identify everyday or new tasks that could be done by the employee as a temporary assignment.

4.1.3. *Alternate Work Location* – The employee may request the opportunity to temporarily work at an alternate work location. The supervisor/ERWP Administrator will consider whether or not the employee meets the eligibility criteria and will determine if the alternate work location assignment will be beneficial to the department.

5. PREPARATION FOR IMPLEMENTING THE PROGRAM

5.1. The supervisor/ERWP Administrator will review and maintain current position descriptions to ensure work and physical requirements are accurate.

5.2. The Safety Officer and/or Summit Administration Services, Inc. are available as a resource for workplace or safety procedure review.

5.3. Departments should inform employees and supervisors about the program and communicate the benefits.

NATIVE AMERICAN SCHOOLS INSURANCE PROGRAM

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6. PROCEDURE FOR IMPLEMENTING THE PROGRAM FOR A SPECIFIC EMPLOYEE

6.1. Americans with Disabilities Act (ADA) – In situations where the employee has special needs that merit consideration under the ADA, the employee and/or supervisor/ERWP Administrator should contact their employer's human resources department (HR) for guidance. Participation in the Early Return to Work Program shall not be construed as recognition by the employer that the employee has a disability as defined by the ADA.

6.2. Family Medical Leave Act (FMLA) – When an employee experiences an injury/illness, the supervisor/ERWP Administrator, in addition to following the procedures specified in this SAP, must follow the procedures specified in *System Regulation 31.03.05 Family and Medical Leave* and may wish to review the FMLA 101 Tutorial.

6.2.1. An FMLA eligible employee that has been released by a physician to return to work with restrictions may elect to use FMLA leave rather than participate in the program under a TWA, if 12-workweeks of FMLA have not been exhausted during the fiscal year. If the injury/illness has been accepted as compensable under Workers' Compensation, the election to use FMLA leave rather than participate in the program under a TWA may result in a reduction or discontinuance of workers' compensation temporary wage replacement benefits.

6.2.2. If an FMLA eligible employee voluntarily elects to participate in the program under a TWA, that is for reduced work hours due to the physician's restrictions, the hours the employee is not physically at work will count towards FMLA, if the employee has not exhausted 12-workweeks of FMLA during the fiscal year.

6.3. Work-related Injury

6.3.1. If the injury/illness is work-related, the supervisor/ERWP Administrator, in addition to following the procedures specified in this SAP, should follow the Workers' Compensation procedures specified by the Native American Schools Insurance Program.

6.3.2. If the department receives medical documentation indicating physical restrictions, the supervisor/ERWP Administrator will attempt to identify a TWA as explained in section 4.

6.3.3. If it is unclear from the medical documentation whether or not the employee can safely perform the duties of the pre-injury/illness position description, the supervisor/ERWP Administrator will request that the employee sign the *Information Release on Ability to Perform Job Duties Form*. The supervisor/ERWP Administrator will give the employee the original of the completed *Physician's Early Return to Work Program Information Sheet* with an attached *Early Return to Work Program – Work Status Report*, the original of the *Information Release on Ability to Perform Job Duties Form*, and a copy of the employee's position description to provide to the physician for clarification.

6.3.4. If the department receives updated medical documentation, the supervisor/ERWP Administrator will attempt to identify a TWA as explained in section 4.

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6.3.5. It is the responsibility of the injured worker or , if incapacitated, his representative to make sure that all requested forms/documentation have been received by Summit Administration Services, Inc.

7. BONA FIDE OFFER OF EMPLOYMENT (BOE)

7.1. If a TWA is identified, the supervisor/ERWP Administrator will prepare a BOE for the employee to review and sign, indicating a decision. The employee may not perform work until the BOE is signed.

7.2. After the employee accepts or declines the BOE, or if the employee fails to respond to the BOE, the supervisor/ERWP Administrator will provide the employee with a copy of the BOE with the employee's signature or a statement indicating the employee failed to respond, and a copy of the medical documentation that the BOE is based upon.

7.3. If the injury/illness is work-related, the supervisor/ERWP Administrator will fax the BOE with the employee's signature or a statement indicating the employee failed to respond, and the medical documentation that the BOE is based upon to Summit Administration Services, Inc. at (480) 505-0405.

7.4. While working under a BOE, the employee is expected to follow all employer policies, regulations and rules, maintain satisfactory performance of the job duties outlined in the BOE, and comply with all of the terms and conditions of the BOE. Failure to do so may result in termination of the BOE and other disciplinary action up to and including termination. Contact the employer's ERWP Administrator and/or human resources department for guidance.

8. CONTINUING PARTICIPATION IN THE PROGRAM

8.1. The TWA described on the BOE is subject to regular re-evaluation.

8.1.1. If the treating physician changes the physical work restrictions, the employee will provide the updated medical information to the supervisor/ERWP Administrator by the next scheduled workday.

8.1.2. An updated *Early Return to Work Program – Work Status Report* must be obtained by the employee at each physician visit – at least once per month while the employee has work restrictions.

8.1.3. Upon receiving updated medical information, the supervisor/ERWP Administrator will re-evaluate the TWA based on the restrictions outlined by the physician.

8.2. The opportunity to participate in the program is a temporary measure to facilitate an early return to work and will not exceed the duration of the employee's restrictions resulting from the work-related injury.

8.3. In no case is the employer obligated to extend participation in the program past the expected duration of the position the employee occupied prior to the injury/illness.

**NATIVE AMERICAN SCHOOLS INSURANCE PROGRAM
EARLY RETURN TO WORK POLICY AND PROCEDURE**

Entire Agreement. The parties acknowledge they have read and understand this agreement, including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this agreement, together with any appendices, constitutes the entire agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this agreement. This agreement may be modified only in writing, signed by all parties.

Effective Date. This Agreement shall become effective when the minimum number of Member Districts as stipulated by the Administrator have executed it.

School or School District:

NA NEELZHIIN JI OLTA, INC.
HCR 79 BOX 9
CUBA, NM 87013
(505) 731-2272

Summit Administration Services, Inc.

By:

By:

Veronica Jackson-Sandoral

Name:

Name:



Date:

Date:

July 1, 2018

Approval Effective Date:

July 1, 2018