

# Tséch'izhí Diné Bi'ólta'

ROUGH ROCK COMMUNITY SCHOOL, INC.



## POLICIES AND PROCEDURES MANUAL



## PERSONNEL POLICIES AND PROCEDURES MANUAL

Adopted & Approve: July 22, 2021

### CERTIFICATION

We hereby, certify that this Rough Rock Community School, Inc. Policies and Procedures Manual was reviewed and considered at a duly called Special School Board Meeting, at which time a quorum was present and that the same was approved by a vote of 3 in favor 0 opposed and 0 abstain on this 22<sup>nd</sup> day of July, 2021.

Motion by: Perry Begay

Second by: Crystalyn Curley

Concurrence:

Rena Mann  
Rena Mann, School Board President



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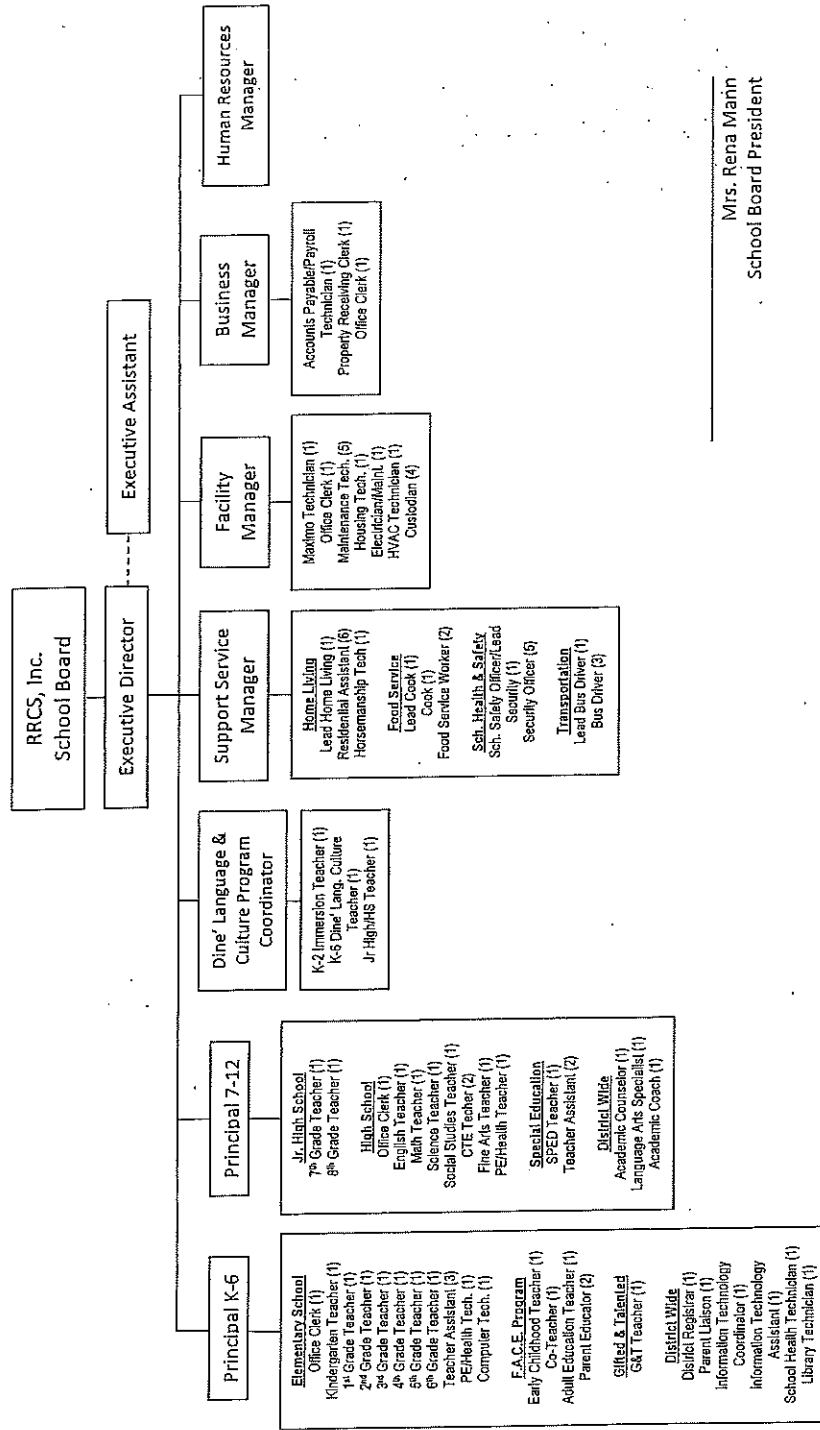
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# Rough Rock Community School, Inc.

## Organizational Chart



Mrs. Rena Mann  
School Board President

## SECTION 1.02 ORGANIZATION DESCRIPTIONS

### A. Mission Statement:

Our school provides a rigorous, excellent education in nurturing environment that is founded on the Dine' fundamental principles of the (SNBH) to prepare students for post-secondary learning, careers and quality well-being.

### B. Vision Statement:

Our students will be resilient, lifelong learners who are skilled in the Dine' language and culture, college & career ready and contributing citizens in a global multicultural society.

### C. Philosophy:

Rough Rock Community School believes that:

It is the PURPOSE of this school to educate, enlighten, motivate, challenge, and assist in the proper cultural rearing of our Navajo children so they can be self-respecting, respectful of others, speak and practice their language and culture, and be totally functional in the Anglo society.

The OBJECTIVE of this school and the community as a whole is to teach and instill our sacred Navajo Language and way of life into each of our Navajo children who attends school here. Not only is it an objective, but it is a very important RESPONSIBILITY.

Teaching our sacred Navajo Language is only one aspect of this responsibility. Teaching our children the significance of WHERE they have come from. WHY they are here on this Earth, WHAT they are made up of and represent, and where this LIFE leads to, is the foundation and integral aspect of the Navajo teaching process; this is what this school is responsible for in assisting us parents while we teach our children. Therefore, our sacred Navajo culture, philosophies, and language have to be the foundation of this institution and must be integrated into all aspects of Leadership, Administration, and Education. This entails integration into decision making standards, planning, and a code of regulations that all reflect the Navajo Way.

Our sacred Navajo Philosophy teaches us to set high standards for ourselves and to challenge ourselves. Therefore, we should set high ACADEMIC and MORAL standards for our children so that they can be challenged mentally, emotionally, and spiritually, thus developing their AMBITION, MOTIVATION, and the tools needed in the guest to live the SPAH NAAGHAI way of life. These life and career enhances need to be applied to the Navajo and English curriculum. It is the objective of this school to educate, train, and discipline our children to the degree that they can be competitive in the Anglo society, whether they choose college or vocational school, yet, knowing and practicing their sacred uniqueness as Navajo individuals'.



It is also the responsibility of this school, the community, and the Tribe, to utilize one another's wisdom and knowledge to cooperatively dream, plan and implement those concepts that will fulfill the objectives and the responsibilities set forth. Since the Navajo Way is the foundation of this institution, the concept of K'e needs to be followed and adhered to, because it is the foundation of the proper teaching of respect, compassion, and a sacred disciplining mechanism; all of which are an extension of the larger, Navajo holistic way of life. This is what we believe are the PURPOSE, OBJECTIVES, and RESPONSIBILITY of this institution.

D. Services Provided:

The School provides educational services from F.A.C.E. to 12<sup>th</sup> grade to communities surrounding the Navajo Nation. In addition to educational services the school has a residential program for students from 1<sup>st</sup> to 12<sup>th</sup> grade.

E. Rough Rock Community School History:

Founded in 1966, Rough Rock Demonstration School, (Now known as Rough Rock Community School, Inc.) was the first Indian community controlled school which combined the philosophies of bilingual and bicultural education. With its long history the school has a unique opportunity to provide insight into issues of identity, pride and Navajo history, language and culture.

F. Organizational Structure:

The Navajo Election Commission identifies Chapters which elect representatives to serve on Rough Rock Community School, Inc. School Board (The Board). The following agencies compose the Board; Western Agency (one member), Ft. Defiance Agency (one member), Central Agency (one member), and Rough Rock Chapter (two members). The five (5) member Board provides the underlying policy and leadership to the School by instituting operating and management policies. The administration and staff provide the technical expertise and are responsible for the day-to-day operation at RRCS.

The Board employs a School Administration (School Administrator in this policy manual is defined as Executive Director) who directs and manages the day-to-day operations of the School. The Board also employs managerial staff to assist the Executive Director to carry out the goals and objectives of the School.

## SECTION 1.03 ENACTMENT AND AMENDMENT

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

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

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

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

In construing the provisions of this Manual, all references to "RRCS" shall mean Rough Rock Community School, Inc., and all references to the "Board" shall mean the duly elected and qualified Rough Rock Community School, Inc. School Board.

#### **SECTION 1.04 JURISDICTIONS**

Any legal matters and employment agreements shall be determined according to and in accordance with the laws of the Navajo Nation, the Navajo Nation Courts and any other appropriate Navajo Nation adjudicatory body, shall have sole jurisdiction over any such disputes. Any employee aggrieved must exhaust the administrative remedies provided in the Manual prior to seeking any relief in Navajo Nation Court or any appropriate Navajo Nation adjudicatory body and any other jurisdiction. In addition to other policies set forth herein, including, but not limited to, policies regarding ethics, conflicts of interests and anti-nepotism, RRCS adopts the Navajo Nation Code of Ethics as set forth hereinafter and any amendments thereto.

#### **SECTION 1.05 EMPLOYEE ACKNOWLEDGMENT FORM**

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

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the Manual may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies and / or procedures. Only the Board has the ability to adopt any revisions to the policies in this Manual. Furthermore, I acknowledge that this Manual, and revisions to it, are a part of my contract of employment with RRCS. I have received the Manual, and I understand that it is my responsibility to read and comply with the policies contained in this Manual and any revisions made to it.

\_\_\_\_\_  
Employee Print Name

\_\_\_\_\_  
Position Title

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

\_\_\_\_\_  
Date

## ARTICLE II. EMPLOYMENT

### SECTION 2.01 NATURE OF EMPLOYMENT

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

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

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

### SECTION 2.02 EMPLOYEE RELATIONS

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

### SECTION 2.03 EQUALITY OF EMPLOYMENT OPPORTUNITIES/NON-DISCRIMINATION / NAVAJO INDIAN PREFERENCE

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

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

#### SECTION 2.04 VETERANS PREFERENCE

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

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

Veterans requesting preference relative to employment with RRCS must indicate they are requesting the preference in their employment application and attach a copy of their DD214 discharge papers at the time of submitting their employment application. Veterans who have successfully completed all phases of the application process and who otherwise qualify for a position for which they are applying shall be given a veteran's preference in the selection process by adding five additional points to their application score. The additional five points is the extent of the veterans' preference that is to be given by RRCS.

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

#### SECTION 2.05 IMMIGRATION LAW COMPLIANCE

RRCS 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.

RRCS may employ, or make employment offers to, foreign nationals only when U.S. citizens or permanent residents of equal training, experience and competence for the position are unavailable. Employment of foreign nationals will be authorized only under the provisions of this policy and only when conditions and visa requirements established by federal law are assured and documented. Under no circumstances may any employee knowingly employ, or offer employment to foreign nationals without advance permission from the Board.

An offer of employment to a foreign national under a non-immigrant program is considered temporary and is subject to the terms and conditions of the specific program's work authorization and federal laws.

Applicants seeking H-1B work visa sponsorship must have Board approval prior to any offer of employment. Holders of H-1B visas may only be appointed for the time period permitted under the individual's visa.

Petitions supporting H-1B visa classification will be reserved for individuals who have been offered positions. Holders of H-1B visas may only be appointed for the time period permitted under the individual's visa.

With the approval of the Board the Executive Director will be permitted to authorize a private attorney to represent RRCS in any non-immigrant or immigrant petition or application proceedings. A foreign national may choose to retain an attorney to represent his/her interest; however, RRCS will not pay for private representation for foreign nationals.

Nothing in this policy will be used as a basis for discrimination against any individual or group because of race, gender, age, religion, national origin, disability, or veteran status; nor will it be construed to be a basis for circumventing equal employment opportunity laws, policies, and standard employment procedures.

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

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

## SECTION 2.06 EMPLOYEE MEDICAL EXAMINATIONS

Security Officers, Bus Drivers, and Facility Maintenance staff are required to have a physical examination within thirty (30) days of an offer of employment all bus drivers must have physical exams in order to obtain a CDL. As such, they do not need to be specifically named in this policy. After an offer has been made to a security officer, bus driver or facility maintenance staff, a medical examination will be performed by a health professional of the School's choice, at the School's expense.

The execution of employment and assignment to duties is contingent upon the results of the medical examination. If the results of the medical examination reveals that the employee's execution of job duties, pursuant to his or her job description requirements, is going to be compromised, the board reserves the right to reconsider the employee's employment contract offer and/or continued employment with RRCS. The safety of said employee, the safety of other staff members and students, shall be paramount in the Board's decision.

RRCS may require an employee to undergo a medical examination at any time that RRCS questions the employee's ability to perform his or her assigned duties, or questions whether

the employee may be a direct threat to the health or safety of the employee or others. If such determination is made, RRCS shall arrange an appointment for the employee with RRCS' designated health care professionals at the expense of RRCS.

Information on an employee's medical history or resulting from a physical examination is CONFIDENTIAL and will be filed and maintained separately from the employee's personnel file.

## SECTION 2.07 ANTI-NEPOTISM

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

While these problems occur at every organization, the appearance and potential for conflicts of interest and for the erosion of employee morale resulting from the relationships is obvious and real. When a large percentage of RRCS's employees are related to other employees or Board members, the magnitude of relationships within RRCS makes RRCS more akin to a family-operated business than a school.

Relatives of persons employed by RRCS may be hired only if they will not be working directly for or supervising a relative. RRCS employees cannot be transferred into such a reporting relationship. Nothing in this Policy shall be interpreted to allow RRCS to modify or change lines of authority to avoid nepotism. Employees will strictly adhere to the school's organization chart in relation to the chain of command/line of authority. Such practice is not consistent with this Policy.

Additionally, because of the conflict at RRCS described above, there is a strict prohibition against individuals in positions that have broad authority over RRCS, such as Board members and the Executive Director, having relatives or household members employed by RRCS. Board members and the Executive Director may not have any relatives (as that term is defined herein) or household members employed by RRCS. RRCS believes this is a necessary step to solving the nepotism problems detailed above.

This policy also applies to individuals, and their relatives and children, who are not legally related but who reside with another employee; such as, but not limited to common law relationships and guardianships (formal and informal).

If the relative relationship is established after commencement of employment, the individuals concerned will decide who is to be transferred or resign. If that decision is not made within thirty (30) calendar days, the Executive Director with consultation of the Human Resources Manager will decide who will be reassigned, transferred, or terminated. In cases where it involves the Executive Director or the Board the issue will be directed to the Board for decision.

In other cases, where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment. No person shall participate in the consideration of any application for employment or promotion which involves the possible selection of a relative (as that term is defined herein) of such person.

For the purposes of this policy, the term 'relatives' is defined as immediate family members whom are: spouse, child (*a child is defined as a natural child, adoptive child, foster child, or step child*), siblings, parent (*a parent is defined as a natural parent, step parent, adoptive parent, or surrogate parent, a person who raised the employee as his / her child*), a parent in-law, grandparent, and grandchild, and any other degree as defined under the Navajo Nation Ethics Code, to 2 N.N.C. §3755. The term 'relative' does not mean clan relationships which are outside the parameters of the term 'relative' in this section. See also Section 2.08, Conflicts of Interest.

## SECTION 2.08      CONFLICTS OF INTEREST

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

Actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or a relative of that employee. For the purposes of this policy, a relative is a person who is defined under RRCS's Anti-Nepotism policy (see Section 2.07 - Anti-Nepotism).

No person employed by RRCS may be directly supervised by an immediate relative (see Section 2.07 - Anti-Nepotism). This policy will apply for summer or part-time work as well as for full-time employment. Nothing in this Policy shall be interpreted to allow RRCS to modify or change lines of authority to avoid nepotism. Such practice is not consistent with this Policy.

RRCS business dealings with outside firms should not result in personal financial gains for any employee or his or her relatives (see Section 2.07 - Anti-Nepotism). An employee who has, or whose relative has a substantial personal interest in any decision of RRCS, shall make known the interest in the official records of RRCS, and shall refrain from participating in or influencing RRCS'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 RRCS 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 RRCS. All transactions that can be interpreted to involve personal financial gain shall require specific Board approval.



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

## SECTION 2.09 FILLING VACANCIES

- A. Determination:  
Prior to filling any vacancy, the Business Manager shall certify, in writing, to the Executive Director that funds are available for the vacancy. The Board, in consultation with the Executive Director, shall determine whether or not any vacancy should be filled and the timeline for filling said vacancy. Upon conferral with the Executive Director, the Board shall authorize the advertisement and selection process to fill the vacancy.
- B. Reassignment:  
The Executive Director is authorized to make in-house reassignments not to exceed one hundred twenty (120) days based upon an employee request or for administrative convenience or necessity which serves in the best interest of the School.
- C. Consultants/Trainers:  
The Executive Director when needed will determine the retention of Consultants/Trainers on a case by case situation, otherwise all other Consultants/Trainers will be approved by the Board. Consultants/trainers will receive no employee benefits. Consultants/trainers will be evaluated and selected by the Executive Director without regard to other provisions of this section; however, this procedure will not be used to circumvent regular hiring practices. The consultant/trainers contract may be terminated at any time on any day of the month and any fees payable hereunder will be proportioned to the date of such termination. In order to protect RRCS proprietary interests, RRCS may, in its sole discretion, waive its right to receive advance written notice from the consultant/trainer and end the contract immediately. Applicable Navajo Law will be followed in retaining consultants. Consultants/Trainers who have regular contact or control over Indian Children as set forth by 25 U.S.C. § 3201 *et seq.* and as further defined in 25 C.F.R. § 63.10 *et seq.*, and the Crime Control Act of 1990 at 42 U.S.C. § 13041 *et seq.* and must successfully have a favorable background check. Consultants/Trainers will not have supervisory authority and will work under the direction of the department supervisor.

## SECTION 2.10 PRE-SELECTION PROCEDURE

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

- A. Obtain or develop a position description which is approved by the Board for use in the advertising and hiring procedure for that position.
- B. Establish, with the approval of the Executive Director, opening and closing dates for submission of resumes/applications and a timeline for the hiring procedure (i.e., interviews, reports, etc.)

- C. Identify and consider in-house employees qualified for promotional opportunity in the event of any job openings.
- D. Identify any qualified, former employees whose employment with RRCS was terminated due to a reduction in force. Reinstatement of such employees may occur only within the contract year in which the lay-off or reduction in force occurred. Qualification for reinstatement will be based on prior work performance.
- E. Post vacancy notices in RRCS buildings at locations designated for in-house announcement(s) for five (5) working days after the opening date for submission of resumes and applications.
- F. If there are no qualified personnel within RRCS identified or if there are no qualified applicants submitting applications within the prescribed five (5) working days in-house advertising period, then the Humans Resources Manager shall advertise job vacancies as required at 15 N.N.C. § 604 (B) including outside and within RRCS, and in other areas in the community designated for such public notices, newspapers serving the Navajo Nation, other publications, radio serving the Navajo Nation and other places where appropriate. The advertising shall be done as widely as reasonably possible to attract qualified applicants.

## SECTION 2.11 SELECTION PROCEDURE

The Human Resources Manager in consultation with the hiring department supervisor shall take the following steps:

- A. Screen or examine applications on file and submitted for qualified applicants, and submit a list of qualified applicants to the Executive Director. Qualified applicants are those meeting the minimal requirements set forth in the Position Description and Manual. A record of all applications for each vacancy shall be kept for 12 months from the date the position is filled, or if not filled, from the date of advertising.
- B. Interview applicants and make recommendations to the Board relative to hiring when directed to do so by the Executive Director.
- C. Perform fingerprinting and background checks as set forth below:
  - 1. All applicants who may be offered employment with RRCS and volunteers having control over students, shall first successfully complete a fingerprint and background check as required by the Indian Child Welfare and Family Violence Prevention Act at 25 U.S.C. § 3201 *et seq.*, including compliance with 25 C.F.R. § 63.10 *et seq.*, the Crime Control Act of 1990 at 42 U.S.C. § 13041 and all amendments and regulations promulgated relative thereto, prior to employment and prior to control over students by a volunteer. Applicants for certified teaching positions shall,

along with their certification, present a current fingerprint clearance card. All employees and volunteers shall complete fingerprint/background checks every five (5) years. Employment with RRCS is contingent upon the results of the fingerprint check or maintenance of the certificate or license which satisfies the fingerprinting requirement.

2. All applicants must sign, under oath, an acknowledgement that they have not been arrested, convicted of or are awaiting trial on the crimes identified in Policy 2.11 and / or the laws noted therein. This document must be signed under oath and under penalty of perjury. Prospective employees shall certify in a sworn statement that they are not awaiting trial on and have never been convicted of or admitted in open court or pursuant to a plea agreement of committing any criminal offenses in this state or any other jurisdiction as specified below:
  - a. Sexual abuse of a minor
  - b. Incest
  - c. First or second degree murder
  - d. Kidnapping
  - e. Arson
  - f. Sexual assault
  - g. Sexual exploitation of a minor
  - h. Felony offenses involving contributing to the delinquency of a minor
  - i. Commercial sexual exploitation of a minor
  - j. Felony offenses involving sale, distribution or transportation of, offer to sell, transport, or distribute or conspiracy to sell, transport or distribute marijuana or dangerous or narcotic drugs or controlled substances
  - k. Felony offenses involving the possession or use of marijuana, dangerous drugs or narcotic drugs or other controlled substances
  - l. Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs or other controlled substances
  - m. Burglary in the first degree
  - n. Burglary in the second or third degree

- o. Aggravated or armed robbery
- p. Robbery
- q. A dangerous crime against children as defined in A.R.S. § 13-604.01
- r. Child abuse
- s. Sexual conduct with a minor
- t. Molestation of a child
- u. Voluntary manslaughter
- v. Aggravated assault
- w. Assault
- x. Exploitation of minors, involving drug offenses
- y. Any crime involving a child, violence, sexual assault, sexual molestation, sexual exploitation, sexual contact or prostitution, crimes against persons or felony drug offense

3. Before offering employment to a candidate, make documented, good faith efforts to contact previous employers to obtain information which may be relevant to a person's suitability for employment. See Appendix A, Background Check Form for Applicants.
4. RRCS may refuse to hire or may review or terminate any person who has been convicted of or admitted committing any of the crimes listed above or a similar offense in another jurisdiction.
5. The Human Resources Manager is the adjudication official and Executive Director or a certified adjudicator shall be the back-up to the adjudication official. The adjudication official and back-up shall receive appropriate training relative to adjudication officials as defined in federal law and shall be responsible for adjudicating all fingerprint, background and criminal history check issues and appeals pursuant to 25 C.F.R. 63.10 et seq., which is adopted herein by reference.

D. Make contract offer(s) to selected applicant(s) when directed to do so by the Executive Director and upon approval by the School Board.

E. Ensure that all new employees obtain a Standard First-Aid & CPR certificate within the employee's initial thirty (30) days of employment. Each employee will apply for

recertification every third year or prior to expiration date of certificate.

- F. Ensure that all new employees obtain medical examinations as required and as set forth in Section (2.06) of this Manual.
- G. Orient new employees on the Manual, inform new employees of RRCS procedures and benefits, etc.
- H. Ensure that a performance evaluation is completed by the employee's immediate supervisor within the employee's ninety (90) day probationary period.

## SECTION 2.12 EMPLOYMENT REFERENCE CHECKS

To ensure that individuals who are employed by RRCS are well qualified and have a strong potential to be productive and successful, it is the policy of RRCS to check the employment references of all applicants. See Section 2.11 & 2.20.

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

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

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

Qualification for employment with RRCS is that applicant/employee successfully pass the federal, state, tribal and any local fingerprint check regarding criminal history and have no criminal history precluded by the mandatory sections of P.L. 100-630, the discretionary standards found in P.L. 100-630 and related CFR's and are not precluded by the investigation of Personnel Security Consultants (PSC) or any other private entity. Applicants / employees not able to comply with and produce the foregoing record do not meet the qualifications for employment at RRCS and cannot be employed by RRCS.

## SECTION 2.13 APPLICATIONS FOR EMPLOYMENT

Any individual desiring to be considered for employment must submit a complete application with ALL relevant documents to the Human Resources Office:

### A. Complete Employment Application

- B. Current Resume
- C. Letter of Interest
- D. Three (3) Letters of Recommendation (*current within the last year*)
- E. Arizona Department of Public Safety IVP Clearance Card
- F. Federal Background check
- G. Navajo Nation Background Check
- H. Arizona Motor Vehicle Report (*past five years*)
- I. Certificate of Indian Blood (if applicable)
- J. Current Arizona Teacher/Administrative Certification (subject to job requirement)
- K. College/University Transcripts (*Unofficial will be accepted; an official transcript must be submitted to Human Resources upon completion of probationary status*)
- L. High School Diploma or GED/Transcript (*if applicable*)
- M. Current First Aid/CPR Card
- N. Valid unrestricted Driver's License
- O. Any other applicable certification based on job position; i.e.: boiler, HVAC, Bus Driver, Navajo Nation Food Handlers, etc. (subject to job requirement)

Unsolicited applications and faxed documents will not be accepted. Applications will be discarded at the end of a twelve (12) month period following the selection and appointment of an applicant or from the date the position was advertised if not filled. The application and any documents submitted and/or attached will immediately become property of the School.

#### SECTION 2.14 INTERVIEW COMMITTEE

The Human Resources Manager will appoint an interview committee for all vacant positions in consultation with the Executive Director. The interview committee will be composed of no fewer than three (3) and not more than five (5) employees. The Human Resources Manager will appoint committee members possessing knowledge, experience and familiarity with the position under consideration. The School Board will only conduct interviews for the Executive Director position. Unless a conflict of interest requires otherwise, the committee will include: The Executive Director or designee, the immediate supervisor of the position under consideration, and an employee of said department. It is not mandatory to have the precise committee members listed above; however, the above listing sets forth the general intent regarding the composition of an Interview Committee.

- A. The Interview Committee will review all application materials of those applicants who meet the minimum qualification requirements of position under consideration.
- B. The Human Resources Manager or designee will facilitate all interviews by informing the committee of interview protocol processes and to ensure each interview is fair, consistent and no illegal questions are asked.
- C. The Interview Committee will make a ranked list of qualified applicants that were interviewed and the rankings will be used as a guide for selection recommendation. In the event the Interview Committee does not wish to recommend any of the applicants, they will so state and provide the reasons therefore. The Interview Committee will submit the recommendation to the Executive Director for the Board's consideration to hire.

**SECTION 2.15           ALTERNATIVE TO INTERVIEW COMMITTEE**

In cases where an Interview Committee is not required by these policies, the Human Resources Manager, in consultation with the departmental manager, will review applications, identify the most qualified applicant(s), interview applicant(s) and where possible, consult with the appropriate manager regarding applicant(s). The Human Resources Manager will then submit a recommendation to the Executive Director, ranking the applicant(s) and the basis for the ranking. The Executive Director may schedule additional interviews or request additional information prior to submitting his/her recommendation to the Board.

**SECTION 2.16           EXECUTIVE DIRECTOR 'S RECOMMENDATION**

Upon receiving and reviewing the Interview Committee's recommendation, the Executive Director may schedule additional interviews or request additional information. Upon completion of his/her review, the Executive Director will submit his/her recommendation to the Board, along with the recommendation of the Interview Committee.

**SECTION 2.17           FINAL APPROVAL**

**A. Final Decision:**

All decisions to hire, terminate, and make salary determinations or all other for final employment decisions will be made by the Board. No staff person has the authority to hire or terminate employees. The Board reserves the right to interview for any position it deems necessary, and will interview applicants for the Executive Director. The Board's action will take place at a duly called meeting after receipt of the above-noted recommendations and concurrence of the Executive Director.

**B. Notification of Selection:**

The Human Resources Manager, will notify the selected applicant and will clarify any outstanding terms and conditions of employment and the reporting date with the selected applicant.

C. Notice to Applicants:

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

## SECTION 2.18 EMERGENCY APPOINTMENTS

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

A. Emergency Substitute Teacher Certification

Substitute Teachers and other professional functions may be provided by an annual intermittent contract, which provide for temporary employment as needed in the best interest of the School. Such contracts will only be offered to qualified persons and will be provided for employment intermittently during the ensuing year as needed by the School. Short-term or intermittent professional employees, except those regularly employed as a Teacher Assistant, will be selected and employed as follows:

It is the duties and responsibilities of the Human Resources Manager to advertise and fill vacancy in accordance with the School's Personnel Policies and Procedures.

All applicants who are deemed qualified by the Human Resources Manager, or designee, to act as substitute teachers or in other intermittent professional functions, together with their applications and the recommendation of the Human Resources Manager or designee, will be submitted to the Board. The applicants may be interviewed prior to submitting recommendations to the Board for approval. Those persons thereafter approved by the Board as intermittent contract professionals will be offered a contract to serve on an intermittent basis only. No Intermittent contract professional so employed will be entitled to any right or benefits accorded to any employee by virtue of the manual except as required by law. The Executive Director may, upon the recommendation of the Principal, and the Human Resource Manager be responsible for the short-term professional or intermittent employee, without cause or notice, terminate the temporary employment of any such person and rescind the contract for intermittent services. Such decision will, however, be reported to the Board at their next regular meeting. Issuance of an intermittent contract will 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 will be at the discretion of the Executive Director.

The following will be the substitute teacher wage scale and eligibility criteria:



Hour Pay Rate	Eligibility Criteria
\$12.25 = \$98.00 per day	HS/GED with some successful college credits
\$16.25 = \$130.00 per day	AA or 60+ earned credit hours
\$21.00 = \$168.00 per day	Bachelor Degree
\$24.00 = \$192.00 per day	Bachelor's Degree +36 graduate credits or Master's Degree
\$27.00 = \$216.00 per day	Doctoral Degree

The substitute teacher must work the entire school day to receive the daily rate. In the event the substitute teacher does not work the entire day he/she will be paid at the hourly rate indicated.

#### Extended Assignments

Additional \$10.00 per day, if a Substitute Teacher substitutes for the same teacher or for the same position for more than ten (10) consecutive days.

#### B. Requirements for an Emergency Classification:

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

#### C. Hiring Roster:

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

#### D. Final Decision:

The Executive Director will submit his/her recommendation on hiring to the Board with the reasons therefore. The Board will make the final hiring decision.

#### E. Maximum Appointment Period:

No emergency hiring will exceed one hundred twenty (120) calendar days. At the expiration of the one hundred twenty (120) day appointment, or when such time that the emergency situation has been rectified, the contract 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 receives an emergency appointment under this section, rather than reassignment, the employee's pay will be adjusted to that of the new position. Unless the emergency appointee is not an employee of RRCS, all new emergency appointments are not eligible for holiday pay, sick leave, annual leave, personal leave, or health and life insurance. Emergency appointments are entitled to worker's compensation and overtime.

## SECTION 2.19 GENERAL BACKGROUND, FINGERPRINT CHECKS AND ADJUDICATION POLICY

The purpose of this policy is to establish minimum standards of character and suitability for applicants, employees, consultants, contractors and volunteers who have or may have regular contact with or control over the Native American students of RRCS. It is also the intent of RRCS to reduce incidents of family violence and violence against children in the community and to provide a fair and objective adjudication process for all RRCS applicants, employees, consultants, contractors and volunteers.

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

All staff, Board members and applicable volunteers will undergo repeat fingerprint testing and background checks every five (5) years or at the discretion of the School. All newly hired employees will be required to submit new fingerprint and background checks prior to the execution of their employment contracts. All consultants who interact with children on a regular long period basis will be required to submit fingerprint testing and background checks prior to the execution of their contracts. The Board, under certain emergency circumstances, may waive limitations on fingerprinting and background check services due to closures, and may hire a person provisionally prior to the completion of background checks and criminal history investigations if, at all times prior to the completion of such checks and investigations, the person is within the sight and under the supervision of an employee who has successfully completed all required background checks and criminal history investigations 42 U.S.C. § 13041 (b) (3).

It shall be the duty and responsibility of the Human Resources Manager to perform the duties and responsibilities of the adjudication officer as set forth in the above-noted federal laws and

regulations. The Executive Director will be the back to the Human Resources Manager at the School and will be the alternate adjudicating official. The adjudicating officials will be responsible for implementing 25 U.S.C. § 3201 *et seq.* and the C.F.R.s which further define that law set forth at 25 C.F.R. § 63.10, and in particular, perform the adjudications as set forth at 25 C.F.R. § 63.17 and take all actions necessary and appropriate under the above-noted statutes and regulations.

Human Resource Manager must have a complete and successful background and fingerprint check prior to assuming his/her duties; further he/she will be trained to keep informed of updates to the above laws and their applications.

A. GOALS:

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

B. OBJECTIVES:

1. Identify crimes and behaviors which render a person suitable or unsuitable for contact with and control over Native American students.
2. Be clear in establishing the standards to provide notice to potential

applicants, employees, consultants, contractors, chaperones, and volunteers.

3. Be reasonable so as not to prohibit too many people or too broad a group.
4. Set clear criteria for the adjudicating official in their adjudication of individual cases.
5. Ensure clear standards; ensure the adjudicating official and back-up is highly trained.
6. Ensure that adjudications are fair and consistent.
7. Ensure compliance with all applicable laws.
8. Balance the sometimes-conflicting duties and directives under the different laws.
9. Avoid penalties, sanctions and costs to RRCS in the fingerprinting, background check and adjudicating process. As noted, there is potential liability should RRCS take adverse action against an employee beyond that required by law.
10. Ensure that no one is hired or allowed to provide volunteer, chaperone, or other services to RRCS until an entire background check, including fingerprint and criminal history check is successfully completed.

## SECTION 2.20 PROCEDURES FOR BACKGROUND CHECKS, EMPLOYEES INVESTIGATION AND ADJUDICATION

### A. Verification Procedures for Pre-employment:

1. Employee Application Submission - The RRCS employment application will ask the following:
  - a. Whether the applicant, volunteer, or employee has been arrested or convicted of a crime involving a child, violence, sexual assault, sexual molestation, sexual exploitation, sexual contact or prostitution, crimes against persons, or drugs and alcohol including but not limited to driving under the influence and like or similar offenses;
  - b. Ask for the disposition of the arrest or charge;
  - c. Require that an applicant, volunteer or employee sign, under

penalty of perjury, a statement verifying the truth of all information provided in the employment application; and

- d. Inform the applicant, volunteer or employee that a criminal history record check is a condition of employment and require the applicant, volunteer or employee to consent, in writing, to a record check.
2. Authorization for Release and Waiver of all Claims for Employment Information.
  3. Former Employer Reference Checks - To ensure that individuals who are employed by the School are well qualified and have a strong potential to be productive and successful, it is the policy of School to check the employment references of all applicants. A record check with former employer(s) and supervisor(s) for verification for at least the last 5 years. If applicable, check record of former military services.
  4. Past Residence Checks - Verification of residence for at least the last 5 years in states, and reservations nationwide, including foreign countries, if applicable.
  5. Former RRCS Checks - Verification of last degree through transcripts, direct contact with RRCS's, and education clearinghouse.
  6. Declaration Statement – Requires that employees, swear to and list any offenses involving crimes of violence, sexual assault, molestation, exploitation, contact or prostitution; crimes against persons; or, offenses committed against children; and alcohol and drug convictions as defined herein. Employee shall not be hired or permitted to work until the background investigation and adjudication is completed.
- B. Investigation requirements per PL 101-630 and 25 CFR 63:
1. Requires Indian tribes and tribal organizations conduct an investigation of character of employees, potential employees, consultants, contractors and volunteers who have regular contact with control over Indian children.
  2. Individual must meet standards of character, no less stringent than 25 U.S.C. § 3201 *et seq.*
  3. Record search of local law enforcements agencies.
  4. Record search of former employers and supervisors, and employment references.
  5. Record search of former RRCS.

6. FBI Fingerprint search and other identifying information utilizing the proper card, completion of full name, Date of Birth, Place of Birth, Social Security Number and correct ORI Number.
7. The investigation must, at least, cover the past 5 years.

C. Standards of Character Under P.L. 101-630:

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

1. Disqualifying Factors:

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

D. Non-inclusive List of Crimes Which Absolutely Bar employment by or volunteering with RRCS and other crimes that may be identified under Federal, State or Tribal Criminal Codes or Amendments thereto:

1. Those generally noted in 25 U.S.C. § 3207.
2. Homicide / Murder
3. Manslaughter
4. Criminally Negligent Homicide
5. Vehicular Homicide
6. Assault or Battery
7. Assault and Battery
8. Threatening/ Menacing
9. Reckless Endangerment
- 10 Kidnapping

11. False Imprisonment
  12. Rape
  13. Sexual Assault and Sex Crimes
- E. List of Crimes That May Bar Employment Based upon the Adjudication Procedures and Factors noted below:
1. Child Abuse/Neglect
  2. DWI/DUI
  3. Arson
  4. Drug Offenses
  5. Contribution to the Delinquency of a Minor
  6. Obscenity / Public Indecency
  7. Harassment
  8. Stalking
  9. Cruelty to Animals
  10. Unlawful Firearms Charges
  11. Plea Bargain Convictions Stemming from a Violent or Sex Crimes
- F. Adjudication Procedures:
1. Pre-employment screening will be conducted prior to an offer of employment as required by 25 U.S.C. 3201 et. seq.
  2. During employment, when RRCS receives notice or information of any arrest, charge or conviction for any felony or misdemeanor noted herein, the employee will be notified by the Executive Director and department manager and depending on the facts and circumstances immediate actions may be taken, including but not limited to administrative assignment away from the workplace. Employees have a duty to notify their supervisor immediately of any such arrest, charge or conviction.
  3. The adjudicating official will make a decision regarding suitability for

employment or continued employment based upon reasonable, logical and professional evaluation of all of the above documents and these policies.

4. The Adjudicating Official shall review the investigative forms for completeness, and further investigate any explanations of “yes” answers on questionnaires, and other derogatory and / or negative information received.
5. Adjudicators must compare investigative information with suitability criteria, i.e.:
  - a. misconduct or negligence in employment
  - b. the individual’s criminal or dishonest conduct
  - c. the individual made an intentional false statement, the individual has refused to furnish testimony or cooperate with an investigation
  - d. alcohol and substance abuse
  - e. the individual has illegally used narcotics, drugs, or other controlled substances
  - f. the individual knowingly and willfully engaged in an act or activities designed to disrupt government programs
6. It will be the employee’s / applicant’s / volunteer’s / consultant’s or contractor’s duty to clarify any questions or concerns regarding their background or fingerprint check. Those individuals must timely correct any issues or questions and in all cases, they shall no later than 10 days after notification by the adjudicating official of a question or issue, resolve the issue and report the resolution to the adjudicating official.
7. Use of Fact-Finding Techniques:
  - a. Letter of Inquiry
  - b. Personal Interview
  - c. Additional Investigation, if necessary
  - d. Medical Evaluation –used for alcohol abuse and mental emotional issues
8. The Adjudicating Official may consider the following in adjudicating suitability for fitness relative to crimes listed in ARTICLE II. SECTION 2.20. The Adjudicating Official may not use these mitigating factors relative to



ARTICLE VIII.

- a. Nature, extent, and seriousness of the conduct
- b. Circumstances surrounding the conduct
- c. Frequency and recency
- d. Age and maturity
- e. Voluntariness of participation
- f. Absence or presence of rehabilitation or reformation and other pertinent behavioral changes
- g. Potential for pressure, coercion and exploitation, or duress
- h. Likelihood of continuation or recurrence
- i. Other relevant and material factors

9. Ranking Derogatory Issues:

<u>Ranking</u>	<u>Basis for Disqualifications</u>
a. Minor	Issues, standing alone, would not be disqualifying
b. Moderate	Issue, standing alone, would probably not be disqualifying
c. Substantial	Issue, standing alone, may almost certainly be disqualifying
d. Major	Issue, standing alone, would be disqualifying

10. Potential for Not Hiring/Removal:

<u>Ranking</u>	<u>Potential</u>
a. Minimal - acceptable	
b. Possible, but not likely -	
c. Probable, without some type of assurance in place – still concerns	

d. Required- does not meet the minimum standards of suitability criteria

II. Determining Recency:

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

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

12. Upgrading Issues – Frequency:

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

13. Suitable Determination:

- a. Document on Adjudication Case Summary and file in Official Security File.
- b. Provide a Certificate or Letter for inclusion in Official Personnel File for meeting the minimum standards of the suitability criteria.
- c. Notify the department manager
- d. Notify an employee
- e. Close the case

14. Unfavorable Determination

- a. Document on Adjudication Case Summary and file in Official Security File.
- b. Provide a letter outlining the reasons the individual does not meet

the minimum standards of the suitability criteria.

- c. Notify the department manager
  - d. Notify an employee
  - e. Work with Personnel to proceed with Non-appointment or removal.
15. The decisions will not be based on emotions, prejudice, assumptions or gossips, hard feelings, imposing the personal values, or an automatic "Yes" decisions.
16. Prior to any final determination, the adjudicating official will provide a fair and objective appeal, pursuant to 25 U.S.C. § 201 *et seq.* and the related C.F.R.'s, to any applicant who requests an appeal.
- G. Protecting Investigation Information - confidentially must be a priority
- 1. Sensitive information (legal names, Date of Birth, Social Security Number, Samples of signatures, raw investigative data) in individual file folders will be in locked cabinet/file in locked office.
  - 2. Agency / employees must post sign in/out requirement on all entrances.
  - 3. Only those who have "right to know" may discuss or have access to security files.
  - 4. Dissemination, copying, or unauthorized use of information contained in security file is strictly prohibited.

## SECTION 2.21 PREREQUISITES TO BEGINNING WORK AND ACCRUING SALARY

No person shall begin the duties of employment unless and until hired by the Board. No person who has been hired by the Board shall begin to perform the duties of employment and no salary shall be earned unless and until the following have been accomplished by the employee and his or her supervisor.

- A. The employee has been checked through the Human Resources Manager, has completed all applicable federal and state tax declarations and has executed all applicable salary payment and deduction agreements.
- B. The Human Resources Manager has enrolled the employee in all proper employee benefit plans and has prepared and obtained all required signatures on a fully completed contract containing the term of the contract and the salary to be paid

to the employee. Proof of all required certification shall be presented by the employee to RRCS at or before this time.

- C. The Human Resources Manager and employee have completed a housing rental agreement, for the employee, if applicable.
- D. The employee has been given a copy of the Personnel Manual, has had the opportunity to read or interpreted to him or her and has signed the declaration to that effect pursuant to Section 1.05. Declaration signed by the employee must be returned to the Human Resources office no later than five (5) working days.
- E. A completed United States Immigration and Naturalization Form I-9, as required by law, and has been properly executed.
- F. The Human Resources Manager has completed his/her duties set forth at Sections 2.10 and 2.20 herein.

## SECTION 2.22 CERTIFICATIONS, QUALIFICATIONS, AND HIGHLY- QUALIFIED STATUS

Failure to provide RRCS proof of possessing and maintaining current certifications, qualifications, training, degrees, credit hours and all other requirements set forth in Cognia regulations and P.L. 107-110, Every Student Succeeds Act (ESSA), the current federal home living guidelines and related C.F.R.'s including, but not limited to, 25 C.F.R. 36.70 *et seq.* and 25 C.F.R. 36.75, all as may be amended, shall be grounds for disciplinary action up to and including termination, and bars renewal of staff / employee's contract of employment. This policy is effective immediately regardless of any time periods set forth in the above-described laws or regulations.

## ARTICLE III. EMPLOYMENT STATUS AND RECORDS

### SECTION 3.01 EMPLOYMENT CLASSIFICATION/CATEGORIES

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

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

A. Exempt Employees – are those executive, managerial, professional and administrative employees who are exempt from coverage from the Fair Labor Standards Act (FLSA), including the requirement for paying overtime, by virtue of the employee’s job duties and skills. Employees assigned to exempt positions are not eligible for overtime; however, may accrue flex-time hours ONLY upon prior approval. RRCS exempt employees include, but are not limited to:

1. Executive Director
2. Principal K-12
3. Human Resources Manager
4. Business Manager
5. Support Services Manager
6. Facility Manager
7. Lead Residential
8. Lead Food Service Worker
9. School Safety Officer/Lead Security
10. Certified Professionals i.e.: Teachers, Counselors, Academic Coach, etc.

The above-listed positions are exempt positions and as such, are expected to put in the time necessary to carry out and complete assigned tasks in a professional manner, all responsibilities of their hired position. Exempt employees are not entitled to overtime.

B. Non-exempt Employees – Non-exempt employees are employees who, because of the type of duties performed, the usual level of decision-making authority, and the method of compensation, are subject to all Fair Labor Standards Act (FLSA) provisions including the payment of overtime. Non-exempt employees are normally required to account for all hours and fractional hours worked. Non-exempt employees will be compensated for actual hours worked and when applicable paid overtime at time-and-one-half rate of pay.

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

1. Year-long Employees – Are those who are not in a temporary status and who are regularly scheduled to work a full-time schedule on a year-long basis (Yearlong shall mean 12-month employment contract). Generally, they are eligible for RRCS benefit package, subject to the terms, conditions, and limitations of each benefit

program.

2. School-year Employees – are those who are not in a temporary status and who are regularly scheduled to work a full-time schedule during a school year (School year shall mean an academic year, generally August to May). Generally, they are eligible for RRCS benefit package, subject to the terms, conditions, and limitations of each benefit program.
3. Probationary Employees – Are newly hired employees whose performance is being evaluated to determine whether further employment in a specific position or with RRCS is appropriate. Newly hired probationary employees are those employees who were not employed by RRCS immediately before their hire for the subject position or whose contract was terminated or non-renewed before their hire by RRCS for the subject position.
4. Temporary/Short Term 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 120 total days per fiscal year. Upon the exhaustion of the 120 days per fiscal year and if such temporary employee is still needed, the board may extend temporary employment with the recommendation by the Executive Director. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all other benefit programs. Temporary employee's employment with RRCS terminates at the time stated in their contract. Temporary employees have no right to continued employment or to appeal the termination of their employment.

Short Term Contracted employee wages will be based upon the current school board approved salary schedules. Employee will be placed on the salary schedule based upon their years of work experience, certification/license, training and level of education.

5. Substitute Teachers – are those who have applied, been screened and hired by the School Board as substitute teachers. Substitute teachers will be maintained on a roster of a school board approved substitute roster.

Substitute teachers will possess appropriate state substitute certification and have been cleared through the RRCS background and fingerprint check procedures. Pursuant to the state of Arizona certification requirements, substitute teachers will only be employed for a maximum of 120 days per fiscal year. Substitute teachers are not eligible for RRCS benefits except those benefits that are required by law.

6. Volunteers – Volunteers are not employees of the School nor will they receive compensation or benefits under these policies. Volunteers may apply for employment with the School through one of the above-described categories. The department supervisor requesting a volunteer will develop a plan including the scope of services and times and which the School employee will provide immediate supervision to the volunteer. The supervising employee must obtain approval from the Executive Director to utilize the volunteer services in their department/program. Volunteers must be approved by the Department Supervisor, Executive Director and School Board prior to them providing services. Volunteers must have successfully completed a federal FBI and Navajo Nation background and fingerprint check as set forth in these policies prior to providing such services. Volunteers include chaperones.
  
7. Student Teachers – are individual students, under a recognized student teacher program completing their educational course requirements. All Student teachers shall be approved by the School Board and do not have the rights of employees under these policies, nor shall they be compensated for their student teaching activities. However, student teachers who are current employees pursuing a student teaching requirement and approved by the School Board will be provided paid salary. All student teachers must adhere to the standards set forth in these policies. Any violation of said policies by the student teacher will be grounds for termination of the student teaching opportunity for that person at the School. Student teachers are subject to the required background check processes as set forth in Section 2.20.

Current employee's serving in a Student Teaching capacity will be paid at the following percentage of their current salary:

1 year of employment	75% of paid salary
2 years of employment	80% of paid salary
3 years of employment	90% of paid salary
4 years of employment	100% of paid salary

Health insurance benefits will continue to be paid except for dependent coverage.

8. Emergency-Hire Employees – are those who are hired under the provision of RRCS (ARTICLE II SECTION 2.18)

### SECTION 3.02 PROBATIONARY PERIOD

- A. Newly hired employees are probationary employees and shall be subject to a probationary period of ninety (90) calendar days. This probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. RRCS uses this period to evaluate employee capabilities, work habits and over-all performance.

1. Progress reports at one (1) month intervals may be conducted by the immediate supervisor and submitted to the Executive Director.
  2. A probationary period may be extended for an additional thirty (30) calendar day period when recommended by the supervisor.
  3. Prior to the completion of the probationary period or any extension of the probationary period, the employee's supervisor shall conduct and complete an evaluation of the employee and provide it to the Executive Director.
  4. The Executive Director shall then recommend to the Board: a) to hire the probationary employee as a regular employee, b) termination of the probationary employee, c) an extension of the probationary period for the probationary employee.
  5. Pursuant to the recommendation of the Executive Director the Board shall approve: a) to hire the probationary employee as a regular employee, b) to terminate the probationary employee, c) to extend the probationary period for the probationary employee.
  6. A probationary employee may earn and use the accrued Comp-time or Flex time as authorized by their immediate supervisor.
  7. Exempt probationary employees will be compensated for holiday pay for any holiday occurring during their probationary period.
- B. Newly hired probationary employees will be eligible for worker's compensation insurance and social security only because they are required by law. New employees under probation are not entitled to any other benefits under these policies while on probation including, but not limited to, sick, vacation, personal, holiday, bereavement, maternity or any other leave. Any newly hired probationary employee who is on an approved absence from their duties will be given Leave Without Pay (LWOP). When a newly hired employee successfully completes his/her probationary period, the employee's accrued sick, personal, vacation and other leave during the probationary period will be fully credited to the employee from that time forward. The employee will be recommended to the Board for regular employment status at the next duly called Board meeting. There will be no back pay for leave or holidays occurring during the probationary period for non-exempt employees. Newly hired probationary employees will be eligible for Medical, vision and dental benefits afforded to RRCS employees on the first day of the first full month of employment.
- C. A current regular status employee who has successfully completed their 90 day probationary period is hired as an "In-House" transfer may be subject to a probationary period pending the new duties and responsibilities. Should the employee need to satisfy another probationary period although the employee will be able to use their accumulated leave when needed and other employee benefits.



D. Probationary employees' employment may be terminated pursuant to the termination policies set forth in these policies and procedures.

### SECTION 3.03 PERSONNEL DATA CHANGES / UPDATES

It is the responsibility of each employee to promptly notify RRCS Human Resources Manager of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishment, and other such status reports should be accurate and current at all times. The Human Resources Manager will notify the business office of necessary changes applicable to their department.

Teachers, Administrators and other personnel required to be certified shall supply to the Human Resources office the required certification. It is the responsibility of each teacher and administrator and other personnel required to be certified to maintain such certification, supply proof of such certification to the Human Resources office and keep their certification current.

### SECTION 3.04 ACCESS TO PERSONNEL FILES

RRCS maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, employment contract, records of training, documentation of performance appraisals and salary, and other employment records. All information and materials related to an employee's background/criminal history, medical, and disciplinary action will be kept in separate individual files. All files will be in a fire proof file cabinet located in a secured locked area.

Personnel files are the property of RRCS and access to the information they contain are restricted and confidential in accordance with federal and Navajo law. Wherever the law allows, the confidentiality of the information will be STRICTLY maintained. Unless the law directs otherwise, only supervisory management personnel or members of the Board who have legitimate reasons to review information in a file will be allowed to do so. To the extent allowable by law, personnel files will not be considered public records.

An employee, who wishes to review his /her own or employee file, will submit a Personnel File Review Request Form to the Human Resources Manager. The form will contain specific reasons for the request. Upon approval, the Human Resources Manager may make only those copies that are requested from the file or the Human Resources Manager will only allow viewing of those file contents as requested. At no time will the personnel file be allowed to leave the Human Resources office. The employee will view his/her personnel file in the Human Resources office in the presence of the Human Resources Manager. No documents may be altered, added to, or removed from the file during such review.

### SECTION 3.05 NON-DISCLOSURE

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

- A. Employee Compensation data
- B. Employee Medical file
- C. Employee Discipline
- D. Pending projects and proposals
- E. Student Records

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

### SECTION 3.06 EMPLOYMENT APPLICATIONS

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

### SECTION 3.07 PERFORMANCE EVALUATION

The performance evaluation is a tool to measure the continuing process of an employee's job performance for that specific contract term. Although it may be a factor the evaluation ranking will not determine or guarantee employment contract renewal or non-renewal; all employees are still subject to consideration of renewal or non-renewal of their contracts after they expire. The performance evaluation process: (1) provides the employee with the supervisor's assessment of areas of strengths and those needing 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 such as promotions, demotions, incentive awards and other recognition. It will also be used to plan group training, organizational restructuring and work force expansion. Performance evaluations may be conducted at any time determined advisable by the administration.

- A. Classified Evaluation Periods: A minimum of one (01) performance evaluation will be conducted per employee by their immediate supervisor, or designee. The employee may be subject to a second evaluation pending the results of the evaluation classification of the first evaluation. The evaluation will be conducted within the periods of November 15<sup>th</sup> to April 1<sup>st</sup>.

An additional performance evaluation will be conducted two weeks prior to the conclusion of the probationary period of a new employee.

Certified Evaluation Periods: Principal and Teachers will be subject to a minimum of one (01) comprehensive evaluation annually. The evaluation will be conducted within the periods of November 15<sup>th</sup> to April 1<sup>st</sup>. Results rating the performance classification of Highly Effective or Effective in all four (4) domains may exempt the Teacher/Principal from a second evaluation.

Teachers/Principals with a performance classification of Developing or Ineffective resulting from their first evaluation will be subject to recommendations for professional growth. The immediate supervisor will develop a professional improvement plan that aligns with the Schools goals and comprehensive evaluation outcomes. The Teacher/Principal will be subject to a second evaluation to be conducted between March 1<sup>st</sup> to April 1<sup>st</sup>.

Observation - Certified teaching staff will be subject to a minimum of two (2) or more classroom observations. Observations may be formal or informal, however, a formal observation is a scheduled, announced event, and the school approved evaluator will observe the teacher during a complete and uninterrupted lesson. Observations, whether formal or informal, are considered to be formative information; the results of which may be shared with the teacher to facilitate professional growth and/or be collected as pieces of evidence to be considered during the combined evaluation process. The discussion or conference after the first observation might entail a review of documents or artifacts reflecting the work products of the teacher. These documents may include student progress data or survey input from parents and/or students.

- B. Performance Standards: Performance standards will be used upon the principle job elements set forth in the written Position Description and, where possible, written in measurable objective statements. Each supervisor will meet with staff within thirty (30) days of the beginning of each school year to review performance standards. New employees will review the performance standards with the supervisor within the first two (2) weeks of employment.
- C. 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. Upon completion of any evaluation conducted by any supervisor, if any deficiencies are recognized, there shall be a performance improvement plan developed for the employee by the immediate supervisor.
- D. Administration: The Human Resources Manager will provide supervisors with performance evaluation forms. Copies of all performance evaluation and/or performance improvement plans will be filed in each employee's official personnel file. The Human Resources Manager will ensure all performance evaluation deadlines are complied with.

- E. Executive Director: The Board is responsible for conducting a minimum of one (01) comprehensive evaluation annually. The evaluation will be conducted within the periods of November 15th to April 1st. Results rating the performance classification of Highly Effective or Effective may exempt the Executive Director from a second evaluation. The evaluation will be based upon criteria taken from the job description. All evaluations will be discussed with the Executive Director in executive session of a duly-called meeting. The Executive Director will be given a copy of the written evaluation. It will be the duty of the Human Resources Manager to ensure that the Executive Director's evaluation is timely completed annually. The Human Resources Manager will notify all Board members that the evaluation is due to be completed thirty (30) days prior to the evaluation date.
- F. Employee Comments: Every performance evaluation form will include a space for comments by the employee. If the employee does not agree with the evaluation, a statement of non-concurrence can be included in the evaluation.
- G. Performance Evaluation Forms: Performance evaluation forms will be reviewed and approved by the Board prior to the beginning of the new school year.

### SECTION 3.08 POSITION DESCRIPTIONS

All employee positions will have a position description. Supervisors will use position descriptions to orientate new employees regarding their duties and responsibilities. Supervisors will use position descriptions and these policies as the basis for evaluating the performance of an employee.

Preparation of position descriptions will be the responsibility of the Human Resources Manager, who will consult with the departmental supervisor, and the Executive Director in developing and updating said descriptions. All departmental supervisors will evaluate and review proposed revised position description with their staff to gather their input to the revised position description. All Position Descriptions and/or their amendments will be approved by the Board prior to use.

### SECTION 3.09 CONTRACT RENEWAL/NONRENEWAL

Renewal or nonrenewal of employee's employment with RRCS will be decided in accordance with the procedures as prescribed in this section. If the employee's contract expires without a decision or action, the employee's employment with RRCS will be deemed to have been non-renewed and employee's employment with RRCS will terminate with the termination date of employee's current contract. As established by the Navajo Nation Supreme Court, a nonrenewal of an employment contract is not "adverse action." Thereby not a violation of the Navajo Preference Employment Act (NPEA).

RRCS does not recognize any tenure rights or rights to continued employment of any employee beyond the term of employment identified in an employee's current year contract. Because nonrenewal is neither a disciplinary action nor adverse action under Navajo law, the decision to

non-renew the employment of an employee by RRCS is final and not subject to an appeal or grievance.

A. RRCS employment contract renewal/nonrenewal procedures:

If the School Board elects to offer the employee a contract, the written contract will be offered as soon after the School Board meeting as is practicable. The employee will accept or decline the contract in writing no later than five (5) working days after written notice of the offer. If the contract is not accepted within the five (5) working days, the offer will be deemed to have been declined by the employee and will be void thereafter.

## ARTICLE IV. MANAGEMENT OF THE WORK FORCE

### SECTION 4.01 REGULAR HOURS OF WORK

The administrative office will be staffed from 8:00 a.m. to 5:00 p.m. pursuant to flexible scheduling by the administrative office staff with a one-hour lunch break. Academic staff's regular hours of work are from 7:30 a.m. to 4:00 p.m. Monday through Friday and may be altered depending on the needs of the School. If an academic employee works without taking a 30-minute lunch period he/she will be authorized to leave at 3:30 p.m. The Facility Management, Food Service, Residential, Security and Transportation staff will work assigned staggered shifts depending on the needs of the School and/or department.

At times, circumstances will require schedules for employees to vary throughout RRCS. Also, different terms and conditions apply to exempt and non-exempt employees under these policies. This is particularly important relative to overtime eligibility. See ARTICLE IV, SECTION 4.14. 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. The Executive Director is authorized to declare administrative leaves when the situation dictates.

A. Administrative Assignments:

1. An administrative assignment is made when an employee assumes specific duties or responsibilities, for a period of ten (10) or more working days, which is in addition to or in place of their current duties or responsibilities and which is not presently assigned to another position or being performed by another employee.
2. All administrative assignments require written approval of the Executive Director and Departmental Supervisor prior to the start of the assignment.
3. The request for administrative assignment of an employee must be submitted to the Executive Director then forwarded to the Human Resources Manager outlining the following:

- a. The nature, time period, and expected results of the assignment; and
  - b. The employee's regular duties; and
  - c. Additional duties or responsibilities being assigned; and
  - d. If duties or responsibilities being assigned are in place of the employee's regular assignment, then how will the employee's current duties and responsibilities be addressed during the assignment; and
  - e. Reporting relationships; and
  - f. Signatures of the appropriate supervisors and the employee.
4. If the administrative assignment is within the contracted work of the employee's department / program, the employee will remain on the same payroll. If the assignment is outside of the contracted work of the employee's organization, the employee will be paid from another appropriate source of funds for the duration of the administrative assignment.
  5. An employee participating in administrative assignments may be eligible for additional compensation if:
    - a. The assigned service is thirty (30) calendar days or more; and
    - b. The supervisor for the administrative assignment recommends additional compensation to the Human Resources Manager and Executive Director.
    - c. The Board of Directors and Executive Director approves the additional compensation for the employee and budget funds are available to provide additional compensation based on qualifications.
  6. An employee who completes an administrative assignment will assume their regular duties at the previous rate of pay.
  7. The Executive Director has the discretion and authority to make reassignments as set forth above and in the best interests of RRCS, student and present needs. Reassignments are not demotions; they are two (2) distinct and different actions. An employee may contest a reassignment through the grievance procedures set forth herein at Section 7.03.
  8. At the recommendation of the Executive Director.

B. Acting Status Assignment:

When a job vacancy exists and the position is considered vital to the continuation of the School/departmental operations, an employee may be appointed to fill the position on a temporary basis until the proper recruiting procedures have been accomplished and a regular appointment is made. The acting status will not exceed forty-five (45) calendar days unless specifically authorized by the Executive Director in writing. Acting appointments are made only when the employee is given full responsibility for all the essential functions of the job. Acting assignments will be justified in writing and approved by the Executive Director and submitted to the Human Resource Manager for review and approval prior to placing the employee in an acting capacity.

1. An acting status assignment requires a memorandum that outline:
  - a. The nature, time period, and expected results of the assignment;
  - b. Position title which the acting assignment will cover;
  - c. Assigned duties and responsibilities;
  - d. Reporting relationships, and signatures of the appropriate supervisors and the employee; and
  - e. Compensation for the acting status assignment which will be optional and will be based upon the assigned duties and employee's qualifications.
2. A copy of this memo should be sent to the Human Resources Manager and Executive Director.
3. An employee on acting status assignment may be eligible for additional compensation if:
  - a. the assigned service is thirty (30) calendar days or more;
  - b. The supervisor for the administrative assignment recommends additional compensation to the Human Resources Manager and Executive Director; and
  - c. The Board of Directors and Executive Director approve additional compensation for the employee and budget funds are available to provide additional compensation.
4. An employee qualifying for additional compensation will receive a minimum of 50% up to 100% of the difference between their current salary and entry level for the acting status position, but not less than the equivalent of one step (prorated for the term of the assignment)

5. If the employee's current salary equals or exceeds entry level for the Acting status position, the employee will receive additional compensation equal to a one step increase over their current salary (prorated for the term of assignment.)
6. An employee who completes an acting status assignment will return to their previous position and assume their regular duties at the previous Rate of pay.

C. Delegation of Supervisory Authority:

1. If a supervisor must be absent from his / her position for more than a brief period (minimum of one hour), the supervisor will designate the position responsibilities to an employee who may be within the supervisor's department and who possesses knowledge necessary to perform the necessary duties. In addition, the supervisor may issue a "Standing Delegation" for a term of one semester.
2. Said delegation must be done in writing by memorandum, with copies of the memorandum provided to the delegating supervisor's immediate supervisor, the Executive Director and such memorandum shall be distributed to all subordinates and departments. The written memorandum shall also include specific authorities and responsibilities delegated by the supervisor to the delegee and will note any pending or foreseeable issues and concerns that may exist or arise and the supervisor's recommended action relative to those issues or concerns. In addition, the memorandum will state the expiration of the delegation.
3. Failure of the delegating supervisor to follow the above-described procedures will be grounds for disciplinary action up to and including termination.
4. Delegee may not further delegate their powers except where specifically authorized so to do.
5. Delegees may not authorize expenditure, nor authorize the issuance of check payment, or purchase orders nor act to benefit expenditure on their own behalf. In the case of normal operating procedures in the business office where the Business Manager has delegated his/her position exceeds thirty (30) days the Executive Director will assume such authority of managing the day-to-day operations to including processing purchase requisitions and check payments. Further, in cases of other departments the authority will be delegated to the supervisor in accordance with the line of authority. Further, in cases of other departments the authority will be delegated to the supervisor in accordance with the line of authority.
6. No person is authorized to sign on behalf of another in authorizing expenditure.
7. The level of expenditure, quality or quantity of goods/services may not be varied from that which was approved, without the endorsement of the original authorizing delegate evidenced in writing.



8. A person so delegated (delegee) must act within RRCS policies and procedures and the policies and procedures of the supervisor for whom they are acting. A delegee will act in a way that is supportive of and consistent with the actions of the supervisor for whom they are acting. Failure to so act or acting in a way that is contra or not supportive of the delegating supervisor is grounds for disciplinary action up to and including termination.

## SECTION 4.02 DRESS CODE

It is imperative that all RRCS employees exhibit a professional image while at work or work-related functions by being well groomed, neat, and dressed appropriately for their job function and responsibilities. The requirement to dress professionally is applicable to all full and part time employees, student employees, contractors and volunteers. The School trusts each employee's common sense and good judgment in this matter. The School has adopted a casual business dress code but emphasizes that some positions may call for appropriate professional attire. While conducting or attending meeting, seminars, roundtables, etc. where contact with other business professionals may occur appropriate professional attire and manners are required for conducting such business. Appropriate dress and hygiene are important in promoting a positive School image for its students and the general public, both internally and externally

Employees will limit display of physical ornamentation (tattoos, piercings, jewelry, etc.) in a manner appropriate and proper with respect to their position. Physical markings commonly referred to as hickeys, love marks, etc. are unacceptable in the School setting and will not be tolerated.

### A. Employee Classification

1. "Employees" means all individuals receiving any form of monetary compensation from the School include, but not limited to, full-time or part-time staff; short and long term contracted and student employees.
2. "Uniform Employees" are personnel who are required to report to work in a standard uniform as selected by the School. Uniform personnel will include: Food Service staff, School Health Technician, and Security.
3. "Special Category Employees" are employees whose job duties require that they wear non-business attire in the workplace. Special Category personnel will include: Physical Education Teacher, Coaches, Custodian, Transportation, Home Living and Maintenance workers excluding administrative maintenance personnel.

### B. Professional Dress Attire

All non-uniform and non-special category personnel are expected to wear standard business attire that is consistent with standards for a professional environment at all times unless they elect to wear business casual attire on Fridays. Attire customary to their tribal dress may also be considered as professional. Clothing that promotes and advertises the school and/or promotes schoolwide pride/spirit may also be worn.

#### C. Business Casual Dress – Friday's Only

Business casual dress is an optional privilege and acceptable only on Fridays. Fridays have been designated as a "Business Casual" dress day for non-uniform personnel. Business casual is a privilege that is offered to provide a more comfortable and relaxed work atmosphere on Fridays. Casual dress day may be revoked on an individual, a department or school-wide basis if the guidelines described in this policy are not adhered to by the School. Personnel who elect to wear business casual clothing on Fridays.

#### D. Special Category Personnel Attire

Physical education staff and coaches may choose to wear clothing appropriate to their assignments (e.g., sweat pants, exercise pants, wind pants, and shirts, t-shirts, tank tops, sneakers, etc.) provided that the attire does not display potentially offensive logos or other symbols.

Other Special Category personnel may wear clothing that is appropriate for their work duties and assignments provided that the attire does not display potentially offensive logos or other symbols.

All employees may wear appropriate attire to participate with students during such activities as spirit week, red ribbon week, and field day etc. Seasonal attire, such as summer clothing, is acceptable so long as appropriate.

#### E. Compliance

Supervisors reserve the right to determine appropriateness and are responsible for enforcing this policy with their department's personnel. Any personnel who are improperly dressed may be counseled by their immediate supervisor or Human Resources Manager and in severe cases will be sent home to change clothes. In such instances employee(s) will have time charged to their accrued annual/personal leave or taken as leave without pay. Continued violation of this policy may be cause for further disciplinary action up to and including termination of employment.

### SECTION 4.03 WORK FROM HOME (REMOTE WORK)

Our employee remote work policy outlines our guidelines for employees who work from a location other than their offices. We want to ensure that both employees and RRCS will benefit from these arrangements. This policy applies to employees whose primary work location is in a setting that allows the employee to perform his/her work from a location other than their primary work site e.g. employees whose duties are performed in an office setting.

Remote work is an agreement between the employee, their immediate supervisor and the Executive Director to work from home certain days a week on a recurring basis. Compensation, health insurance, paid time off and other employee benefits will not be altered by remote work. To ensure

that employee performance will not suffer in remote work arrangements, we advise remote employees to:

- A. Choose a quiet and distraction-free working space;
- B. Have reliable internet connection that's adequate for the employee's job duties;
- C. Dedicate their full attention to their job duties during working hours;
- D. Adhere to break and attendance schedules agreed upon with their immediate supervisor;
- E. Ensure their schedules overlap with those of their team members for as long as is necessary to complete their job duties effectively.

Remote employees must follow our RRCS policies like their office-based colleagues. Examples of policies that all employees shall abide by are:

- A. Attendance
- B. Confidentiality
- C. Data Protection
- D. Employee Code of Conduct

We will provide our remote employees with equipment that is essential to their job duties, like laptops, portable printers, headsets and cell phones (when applicable.) We will install approved VPN and company-required software when employees receive their equipment. All VPN software will require approval of the Executive Director prior to installation on RRCS equipment. We will not provide secondary equipment (screens, hardware towers, etc.)

Equipment provided is RRCS property. Employees must keep it safe and avoid any misuse. Specifically, employees must:

- A. Keep their equipment password protected.
- B. Store equipment in a safe and clean space when not in use.
- C. Follow all data encryption, protection standards and settings.
- D. Refrain from downloading suspicious, unauthorized or illegal software.

#### SECTION 4.04 ATTENDANCE

Employees are required to report to work, in uniform if applicable, and to be prepared for duty at the beginning of their work period. Being repeatedly absent from work or tardy to work without

good reason jeopardizes an employee's merit evaluation and presents grounds for disciplinary action up to termination. The intent of this policy is to set guidance on expectations for attendance, communication requirements, and corrective action for unacceptable attendance.

For the purposes of this policy Scheduled Work Shift is; any time that an employee is scheduled to work at their assigned location and includes: scheduled shift, mandatory standby, overtime, and/or voluntary shifts. Because of the various types of shifts and hours of operation, each department may have different schedules for employees. Different terms and conditions apply to exempt and non-exempt employees under these policies. Employees are strictly prohibited from making up lost time away from work.

#### A. 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. Office Clerk's do not serve in a supervisory capacity therefore; the Office Clerk's will not approve leave. It is the EMPLOYEE'S RESPONSIBILITY to contact his/her immediate supervisor for leave approval. Failure to do so will result in disciplinary action for the employee. Supervisors or their designees will be expected to supply subordinates with phone numbers that employees may call. Non-exempt employees who are absent from work will not be afforded the opportunity to make-up those hours he/she is absent from work.

#### B. Absence Without Leave (AWOL)/Tardiness

An employee will be deemed "absent without leave" when absent from work during scheduled duty time without prior notification to RRCS and approval by employee's supervisor. This will include absence due to lateness or due to leaving early or any other absence that is not specifically excused. Absence will not be excused unless the reason for absence conforms to policy on sick or vacation leave, or other specific policy on excused absences as adopted by the Board.

A tardy is any time an employee fails to be at their work station ready to begin work at the scheduled start time. For consistency, tardy is defined as being more than five (5) minutes past the scheduled start time. Other unscheduled and non-approved absences such as returning late from a meal or rest break and leaving early may also be considered as occurrences of tardy and/or unplanned absences and counted accordingly.

Employees are expected to notify their supervisor in accordance with these policies for absences and/or tardiness in the event he/she cannot be at work as scheduled. An employee who fails to call or report to work is considered Absences Without Leave (AWOL). Any one incident of failure to comply with this policy may result in disciplinary action up to and including termination of employment.

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

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

All unauthorized and / or unreported absences will be considered Absence Without Leave (AWOL), and a deduction of pay will be made. Such absences will be grounds for disciplinary action. Three (3) consecutive scheduled shifts of failure to be at work as scheduled and failure to notify the supervisor will be considered job abandonment.

#### SECTION 4.05 OUTSIDE EMPLOYMENT

An employee may hold a job with another organization as long as he/she satisfactorily performs his/her job responsibilities with RRCS and such employment does not constitute a conflict of interest. Full time contracted employment with RRCS will be the employee's primary job and will outweigh all other outside employment. All employees will be judged by the same performance standards and will be subject to RRCS scheduling demands, regardless of any existing outside work requirements. Such employee will notify his/her supervisor in writing prior to hire by their secondary employer. If the employee's adherence to their RRCS' job responsibilities and duties is compromised by such outside employment, the employee shall be required to relinquish their outside employment if they desire to continue as a RRCS employee. Outside employment will present a conflict of interest if it has an actual or potential adverse impact on RRCS.

#### SECTION 4.06 HEALTH STANDARDS

A healthy workplace means more than just warding off colds and the flu. It is more holistic and takes into consideration the physical, spiritual, environmental, intellectual, emotional, occupational and mental health of employees. Work-life balance is a self-determined state of well-being that an employee can reach, or can set a goal, that allows him/her to manage effectively multiple responsibilities at work, without grief, stress or negative impacts. Therefore, RRCS promotes a healthy workplace to benefit the employee because an organization filled with healthy and eager employees is a productive workplace that retains its employees.

Good health of all persons associated with RRCS is important; therefore, RRCS will comply with all health standards and directives issued by or through the Indian Health Service and the Environmental Health Office of the Navajo Nation.

#### SECTION 4.07 CHAIN OF COMMAND/LINE OF AUTHORITY

The chain of command describes the way in which RRCS, structures the employees reporting relationships. The purpose of this policy is to maintain an orderly system of management and administration by establishing a Chain of Command/Line of Authority. The Chain of Command/Line of Authority outlined in the organizational chart designates primary responsibility and authority for the supervision and direction of the various departments and establishes supervisory hierarchies within each department.

Employees will report to a department supervisor who is listed above them on the organizational chart. Employees, other than the Executive Director are not usually permitted to approach and speak to the members of the School Board in regard to personnel issues, these issues will be addressed in accordance with this Chain of Command/Line of Authority policy. The immediate supervisor and or line of authority must comply with all aspects of this policy.

When every employee reports to a designated supervisor, decisions, communication (email & telephone calls) and remedy regarding disagreement(s) are tightly controlled. The following will regulate the chain of command:

- A. Provide clear reporting relationships with employees designated who are responsible for communicating information, providing direction, and delegating authority and responsibility.
- B. Each employee will report to a department supervisor thus alleviating any conflicting direction in the chain of command.
- C. Responsibility and accountability are clearly assigned and each supervisor has oversight responsibility for a group of employees performing a function within their department.
- D. Employees are not confused about whom to go to for resources, assistance, and feedback.

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

#### SECTION 4.08 PROFESSIONAL DEVELOPMENT/TRAINING

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

It is the employee's responsibility to provide Human Resources Department records of all training attended by staff members and ensure that a current record of training attendance and certification are maintained in each employee's personnel file.

Those employees who will be recommended for non-renewal or have been formally informed of the Board's action to non-renew employment for the following school year will not be allowed to attend, request or participate in any off-site training(s).

##### A. In-Service Training

Workshops for RRCS employees will be held as needed. Each department supervisor

will be responsible for the assessment of training and will direct requests in writing to the Executive Director or designee for any training. An employee who attends off-site training will be required to provide In-Service-Training to the staff.

B. Off-Campus In-State Training

All off campus in-state travel and overnight accommodations will be subject to approval by the Executive Director prior to travel being taken. An employee will submit a training request to their immediate supervisor for approval, once authorization is granted the request will then be forwarded to the Executive Director for final approval.

C. Out-of-State Training

All out-of-state travel will require Board approval. A training request will be placed on the next Board meeting agenda after the request and verification from the Business Manager confirming funding availability.

**SECTION 4.09 NEW EMPLOYEE ORIENTATION**

The Human Resources Manager is responsible for giving each new employee basic information concerning hours of work, wages, benefits, etc., along with the essential forms on or before the first day of work. Specific job expectations such as prescribed procedures for completing assignments, where to obtain supplies and other vital information will be given by the immediate supervisor.

**SECTION 4.10 TIMEKEEPING**

Accurately recording time worked is the responsibility of every employee. Federal laws require RRCS to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked includes all time when an employee is performing assigned duties is at a prescribed work place for RRCS, or is permitted to work for RRCS.

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. OVERTIME WORK FOR NON-EXEMPT EMPLOYEES MUST ALWAYS BE APPROVED BEFORE WORK IS PERFORMED. Failure to comply may result in disciplinary action.

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 reports will be kept at the work site.

It is the employee's responsibility to sign his or her time record and certify the accuracy of all time recorded. Timecards and time sheets should be turned in to the supervisor on the last day of their workweek before payday (i.e., if you work on Saturday before payday, complete your time

sheet and leave in the designated place for your supervisor before you leave, attach your completed timecard to the time sheet). The supervisor will review and sign the time sheet before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

#### SECTION 4.11 PAYDAYS/DIRECT DEPOSIT

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

In the event that a regularly scheduled payday falls on a regular day off or holiday, employees will receive pay on the last day of work before the regularly scheduled payday. If payday falls during fall, winter, or spring breaks, RRCS employees will be paid on the regular payday.

Employees will be required, upon the employee's written consent, to set up direct deposit with their choice of financial institution that is a member of the federal deposit insurance corporation or other comparable federal or state agency to receive their bi-weekly payroll. If there are any changes to direct deposit to their personal bank account, the employee must notify the Business Office in writing ten (10) days in advance.

#### SECTION 4.12 PAYROLL OPTION

RRCS is on a 26 pay period cycle each school year. RRCS allows its School Year Regular Full-Time employees (10 month employees) the option to elect 22 pay periods or 26 pay periods throughout the duration of their employment contract. Hourly employees who elect 26 pay understand that their hourly rate will decrease to cover the rest of the pay periods. Once this election is made employees cannot change their election throughout the term of their employment contract. RRCS employees who elect 26 pay will continue to receive their regular bi-weekly pay through the end of the school fiscal year. RRCS does not provide balloon payments at the end of their contract.

#### SECTION 4.13 PAY DEDUCTIONS AND SETOFFS

RRCS offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to make payments for dependent health insurance, Internal Revenue Service (IRS), and school's authorized retirement plan contributions.

Pay setoffs are pay deductions taken by RRCS usually to help pay off a debt or obligation to RRCS (i.e., travel authorizations, meals, etc.).

If you have questions concerning why deductions were made from your paycheck or how they were calculated, it is your responsibility to contact the Business Office regarding your deductions. Employee payroll deductions will be deducted throughout the school year in 20 pay periods or additional pay periods depending upon

RRCS receiving a letter regarding wage garnishments will comply in accordance to law. Any wages



earned will be deducted in accordance with the garnishment. The Human Resources Manager will notify the employee via Personnel Action Form (PAF) and letter of such garnishment. The employee will sign the PAF acknowledging receipt of such deduction, thereafter the Human Resources Manager will forward a copy of the PAF to the Business Office for payroll deductions

#### **SECTION 4.13 OCCUPATIONAL/WORKPLACE HEALTH AND SAFETY**

RRCS Occupational/Workplace Health and Safety program help's RRCS preserve the best possible work conditions for its employees. Every employee has a right to feel safe at work. RRCS is committed to follow legal standards and create a hazard-free workplace. RRCS strives to preserve the best work conditions for its employees. This program applies to all prospective and current employees of RRCS as well as volunteers, contractors and consultants. This program is a top priority for RRCS. The Support Services Manager has the responsibility for implementing, administering, monitoring, and evaluating the safety program; however, its success depends on the alertness and personal commitment of all. Supervisors at all levels have the responsibility of ensuring a safe workplace.

RRCS 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 communication.

Employees and supervisors will receive periodic work place safety training. The training will 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 their supervisor or with another supervisor or the Support Services Manager.

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

In the case of accidents during hours that result in injury, regardless of how insignificant the injury may appear, employees shall immediately notify the immediate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

#### **SECTION 4.14 REST AND MEAL PERIODS**

To the extent possible, rest periods will be provided in the middle of work periods. Since this time is counted and paid as time worked, employees must not be absent from their workstations beyond the allotted rest time.

Supervisors will schedule meal periods to accommodate operating requirements of thirty (30) minutes or sixty (60) minutes. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

RRCS employees may be allowed to purchase and consume meals provided by RRCS. Meal tickets will be purchased at the business office. Due to sanitary purposes, Food Service staff will not be authorized to accept cash to pay for employee meals.

#### SECTION 4.15 OVERTIME

RRCS is informed that due to recent federal court decisions, it appears that the FLSA does not control RRCS or like entities. Therefore, RRCS disclaims any applicability of the FLSA and asserts its sovereign immunity from application of the FLSA to RRCS.

Notwithstanding the foregoing, RRCS adopts, as its policy and not as applicable, federal law, the procedures and policies set forth in the FLSA relative to overtime. By disclaiming the applicability of the FLSA, RRCS affirmatively states that it will not respond and is not required to respond to any federal claims or the jurisdiction of any federal court; however, it will respond in Navajo court to its decision to include similar overtime provisions via its own policies. RRCS intends by this action to implement a more informal policy designed to insure equity and fairness to its employees and the best interest of RRCS students, staff and community.

This system will be directed by the Executive Director and will not be bound by the formal FLSA requirements. It will be the general direction of these policies to limit overtime to the degree possible, and to operate RRCS in a manner that is fiscally responsible and at the same time fair to staff. The following requirements will be implemented consistent with this general policy statement.

**OVERTIME WORK FOR NON-EXEMPT EMPLOYEES MUST ALWAYS BE APPROVED BEFORE WORK IS PERFORMED.** Although this policy requires prior approval for overtime compensation the law requires ALL time worked that satisfies overtime requirements to be paid. Failure to comply may result in disciplinary action.

- A. When operating requirements or other needs of the School cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime hours and will qualify for overtime as provided in this section. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. Exempt employees are not eligible for overtime or compensatory time. Exempt employees (including but not limited to supervisors and other positions listed in SECTION 3.01 herein) will not be paid overtime. Flex time is authorized by the immediate supervisor prior to doing the work for which flex time is requested or granted.
- B. Overtime compensation is paid to all non-exempt employees similar to federal laws at the following rate(s): One and one-half times the employee's base straight-time rate for all

hours actually WORKED over 40 hours in a work week.

- C. Overtime pay is based on actual hours worked. Time off for sick leave, annual leave, holidays, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.
- D. Failure to work scheduled overtime assigned by the appropriate supervisor may result in disciplinary action, up to and including possible termination of employment.
- E. Compensation Time- Overtime may be compensated by compensatory time off if there is a prior, voluntary (free of coercion or pressure, express overtime implied) agreement to that affect.
  - 1. Prior to working overtime, the employee must agree to the type of compensation preferred either pay at time and one-half, or compensatory time off at time and one-half.
  - 2. Use of accumulated Compensatory Time - Compensatory time off must be taken within a reasonable period, which will be determined by the immediate supervisor. All unused accrued compensatory time will be forfeited at the end of the school year.
  - 3. Reporting of Overtime and Compensatory Time. The immediate supervisor with consultation of the Business Manager are responsible for analysis and control of all overtime and compensatory time and for the submission of such reports.
- F. Flextime for Exempt Employees - Exempt employees may earn flextime at the sole discretion of the immediate supervisor. When the benefit is earned, it is the employee's responsibility to ensure the calculation is properly documented. Calculation for flextime will be hour for hour. All unused accrued flex time will be forfeited at the end of the school year.

#### SECTION 4.16 STANDBY DUTY/ON-CALL STATUS

This policy applies to hourly non-exempt employees. Employees must be available and ready to report to work to receive stand-by pay. When waiting to be called upon by their supervisor to perform a task, the employee will provide his/her supervisor a cell phone number or other means of communication. During the stand-by period the employee can use this time effectively for their own purposes, yet be in a state of readiness, thus, is not considered hours worked.

An employee will be considered off duty while on standby status; during this status the employee will:

- 1. Be able to use his/her time freely and is not performing a specific assigned task until called upon;
- 2. Provide a telephone number or carry an electronic device for the purpose of

being conveniently available to their supervisor;

3. Remain within a reasonable call-back radius of 30 minutes;
4. Be in a state of readiness to perform work without limitations; and
5. Record his/her time worked by clocking in and out at the employee's designated work station.

The employee in stand-by status is prohibited from making arrangements such that any work which may arise during the stand-by period will be performed by another employee. Any employee who is not assigned to be on stand-by and is called in to assist with any maintenance repairs or emergencies will be compensated their regular hourly rate. The employee shall clock-in when he/she reports to work and will be compensated for actual time worked.

Hours Worked Defined - Hours worked ordinarily include all the time during which an employee is required to be on the employer's premises, on duty, or at a prescribed workplace. Employees are to be compensated for all hours worked.

A. Stand-by: "Waiting to be Engaged" Defined.

If an employee who is able to use his or her time freely and is not performing a specific assigned task, that employee is considered "waiting to be engaged" otherwise known as "stand-by." The employee can be available by telephone if needed; however, since he or she is waiting (off-duty), the employee is not compensated for that time.

B. On-Call: "Engaged to Wait" Defined

When an employee is required to stay at the workplace or is so near to the workplace that he or she cannot use his/her time freely, the employee is "engaged to wait (on-duty)" otherwise known as "on-call" and the employee is compensated for the time. Employees "on-call" will be compensated for their time at the employee's regular hourly rate and subject to overtime provisions.

Bus Drivers will be in "On-Call" status during athletic trips and field trips. A bus driver required to be on duty for 24 hours or more may agree with RRCS to exclude from hours worked bona fide regularly scheduled sleeping periods of not more than 8 hours, provided adequate sleeping facilities are furnished by RRCS and the bus driver can usually enjoy an uninterrupted night's sleep. No reduction is permitted unless at least 5 hours of sleep is taken.

#### SECTION 4.17 EMERGENCY CLOSURE / EVACUATION/DELAYS

At times, emergencies such as severe weather, fires, power failures/outage, water/sewer line breakage, etc. can disrupt RRCS operations. In extreme cases, these circumstances may require the closure or delay start of the school. In the event that such an emergency occurs during non-

working hours, local radio stations will be notified to broadcast the closure.

- A. The Executive Director, in consultation with the Facility Manager, will make the determination to close the school for the above-mentioned reasons early in the day or as the situation occurs. Because there are students residing in the dorm, Residential staff who are on duty at the time the situation is declared, will remain on duty until they are relieved. All essential staff members who are responsible for the supervision, health, and safety of Residential students will report for duty, if they are not already on duty. If the emergency declaration requires the Residential staff, essential staff members who are responsible for the health, welfare and safety of students and other support services personnel to work over their 40-hour work week such non-exempt staff members will be compensated for overtime.
- B. When operations are officially closed due to emergency conditions, non-essential personnel are not to report to duty without the prior consent of their supervisor. Non-essential personnel that report to work without such authorization will not be paid for days on which RRCS is closed due to emergency conditions. Department supervisors will post a list of positions which are designated as "essential personnel," all other positions are designated non-essential personnel.
- C. All facilities maintenance personnel will be required to report for duty during such emergency closures because they are essential to the continued facilities operations and/or the maintenance of mechanical and structural property of the school.
- D. In cases of delays to school start time notification will be sent to staff and families through the school's messaging system as soon as reasonable.

#### SECTION 4.18 USE OF EQUIPMENT AND VEHICLES

Equipment and vehicles are essential in accomplishing job duties are expensive therefore they may be issued to employees for their official business use only. When using equipment, employees are required to exercise care, and follow all operating instructions, safety standards, and guidelines. Employees shall notify their immediate supervisor and Facility Manager if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. The supervisor shall answer any questions regarding an employee's neglect and responsibility for maintenance and care of equipment or vehicles.

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

The use of all RRCS equipment and vehicles (school owned or GSA) shall be for official RRCS use only. RRCS equipment and vehicles shall only be used for the specific purpose for which it was assigned or checked out. No other use is permitted. RRCS equipment and vehicles may not be loaned or used for personal use under any condition. Use of RRCS equipment and/or vehicles

in violation of this policy shall be grounds for discipline up to and including termination. Further, the person to whom the equipment or vehicle was assigned or checked out shall pay for any damages or expenses arising from the misuse or use in violation of this policy.

No RRCS employee shall operate a school owned or GSA vehicle without successful completion of a required GSA Defensive Driving training. All employees shall submit their certificate of completion to the Human Resource office after completion of such training. No temporary employee may operate a school owned or GSA vehicle without the written permission of the employee's supervisor.

Vehicles (school owned or GSA) assigned to employees shall park their vehicle at the transportation building during lunch breaks and end of their work shift. During this time the employee is no longer performing official business therefore the vehicle shall be parked. Employees are strictly prohibited from taking any school owned or GSA vehicles to the local convenient store or place of residence during lunch breaks without proper travel authorization or approval from their immediate supervisor.

#### SECTION 4.19 TRAVEL POLICY

General: Abuse of this policy, including, but not limited to, falsifying expense reports to reflect costs not incurred by the employee, or unreasonable or excessive expenses, may be grounds for disciplinary action, up to and including termination of employment. The following policies regarding authorization to travel and reimbursement for travel expenses are effective immediately. This applies to all Rough Rock Community School, Inc. Board of Directors and employees traveling on official business for RRCS.

The Portal-to-Portal Act requires an employer to include time spent traveling from one workplace to another during the same workday as hours worked. This will not include travel time from home to work before the start of a workday or from work to home after a workday ends. However, it would include time spent traveling from a central meeting place to a final work location. 29 CFR § 785.38

##### A. Travel to another town/city on one-day assignments

An employer must pay an employee for time spent traveling to and from another town/city in the same day. If the employee does not first report to his usual workplace, the employer may be able to deduct the time the employee usually takes to get to and from work from the time spent traveling to the other town/city. 29 CFR § 785.37

##### B. Travel that keeps an employee away from home overnight

When employees are required to travel away from their homes and that travel spans more than one workday, an employer must include in hours worked the time actually spent traveling, e.g., in a car or on airplane or train, only if it occurs during the employee's normal work hours. For example, if an employee normally works from 8:00 a.m. to 5:00 p.m., an employer is only required to include time spent traveling during that time period

as hours worked. Time spent traveling before 8:00 a.m. and after 5:00 p.m. would not need to be included – only if the employee actually performs work while traveling, the employer must include the time spent working as hours worked. 29 CFR § 785.39

Also, employers must count as hours worked time spent by employees traveling on non-workdays if the travel takes place during the employees' normal work hours. To clarify, if an employee normally works Monday through Friday from 8:00 a.m. to 5:00 p.m. and the employee is traveling on Saturday, the employer would be required to count as hours worked the time spent traveling by the employee between 8:00 a.m. and 5:00 p.m. on that Saturday. If the employee's travel spans that entire normal workday time period, the employer would be required to include all that time, minus time usually given for lunch, as hours worked. 29 CFR § 785.39.

The following travel request, procedures and travel payment procedures shall be followed:

- A. All RRCS employees, who will be on travel shall first submit a Travel Authorization form to their immediate supervisor. All travel authorization forms shall be submitted to employees' immediate supervisor as soon as reasonable and submitted to the business office prior to the scheduled travel. All submitted requests for travel shall contain the following information, evidenced by appropriate documentation, as follows:
1. Purpose of the travel. Documentation such as agendas, conference documents, and a short written statement on the purpose of the travel.
  2. Supporting documentation such as airline ticket fares, lodging cost estimates, registration fees, and other requested expenses shall be attached.
  3. Identification of funding source shall be attached (ISEP, Title funds, and other funding sources shall be identified).

The school will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location.

All business travel must be approved in writing and in advance by the immediate supervisor, the Business Manager and the Executive Director.

Employees with approved travel plans shall make all travel arrangements through their immediate supervisor.

When approved, the actual costs, if reasonable, of 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.

For purposes of calculating travel expenses, RRCS shall be considered the point of origin.

- B. Expenses that generally will be reimbursed include the following:
1. Airfare or train fare for travel in coach or economy class.
  2. Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel.
  3. Taxi fares.
  4. Mileage costs for use of personal cars will be provided only under the following circumstances: (1) when less expensive transportation is not available; and (2) school provided transportation is not available. Mileage cost for use of personal vehicles will be reimbursed at the existing U.S. government published rate. All employees must obtain prior written approval from the Executive Director for use of a personal vehicle. Employees with the same destination for school related travel should ride together in a school owned vehicle or GSA. The School will not pay multiple mileage requests for the same trip absent special circumstances and prior written approval by the Executive Director of said multiple payments.
  5. Cost of standard accommodations in mid-priced hotels, motels, or similar lodgings if overnight travel is pre-authorized by the Executive Director.
  6. The cost of meals will be reimbursed only under the following circumstances:
    - a. The employee is on travel status away from his/her work station overnight;
    - b. Receipts are submitted for reasonably priced meals; and
    - c. If receipts are not submitted, reimbursement will not be provided.
    - d. Cost of meals will not be reimbursed when per diems are provided. Per diems include payment for meals.
  7. Charges for telephone calls, faxes, and similar services required for business purposes.



C. Procedures:

An Individual on travel status may be compensated for his / her reasonable expenses in one of two ways.

An individual must be on overnight travel status for a minimum of twelve (12) hours to claim reimbursement at the following rates: (Exception, see Section VII, G "Frequent Travel".) For travel that is twelve hours or less in duration, no per diem is to be paid. The travel must also be 50 miles or more away from RRCS to qualify for per diem.

1. One is to obtain a travel advance prior to the trip at a rate of 85%.
  2. The second is to be reimbursed for the reasonable travel expenses upon return from the trip.
- D. Specific procedures in requesting a travel advance or reimbursement here must be followed. If travel is after hours or on weekends, compensatory and / or overtime will not be granted.
- E. Official travel requests require an approved Travel Authorization (TA) bearing all appropriate supporting documents (agenda, training announcements, etc.), signature and / or board approval prior to travel. Employees on travel status must carry a copy of their TA. The following expense categories and allowable rates of reimbursement shall govern all travel claims:

1. Per Diem: Per Diem is the reimbursement of meals and incidental expenses (tips). Per Diem rate will be based on the Federal Travel Regulation. Conus Rates for allowable per diem.

Note: Receipts are not required for per diem expenses.

Per Diem will not be paid to individuals traveling with students on field/overnight trips and sport activities. Meals for adults and students will be combined on one requisition. The Business Office will retain meal price list for students and chaperones.

2. Lodging: An individual will be reimbursed or advanced for the cost of a room at the Government Rate, plus tax, while they are on travel status. Any other expenses, such as, personal telephone calls, room service, movies, etc. are not allowable expenses for reimbursement. Receipts are required for reimbursement (or advance), and must be turned in with your expense report within five business days of the return. To qualify for lodging a traveler must be on approved overnight travel for workshops or conferences.
3. Personal Vehicle Mileage: All staff members traveling are encouraged to use a GSA vehicle. GSA vehicle use will be based on the needs of RRCS and its students. The

mileage reimbursement for use of a personal vehicle will be the Federal GSA rate per mile. An individual traveling on school business using their personal vehicle must show proof of insurance with liability coverage and a valid driver's license. Anyone who chooses to use his or her own personal vehicle for a trip beyond a 300 mile radius will be reimbursed at whichever method is the least expensive mileage or airfare. Only the owner / driver of the vehicle will be credited mileage. The point of origin shall be from RRCS.

4. Air, Bus, or Train Fare: It is the responsibility of the traveler and the supervisor to complete all necessary paperwork, obtain required signatures, and gain final approval.
5. Registration or Other Fees: You must submit a requisition at least 3 weeks prior to the event to pay for registration or any related fees.
6. Other: Any expenses such as parking fees, taxi, shuttle, car rental, or other RRCS-related business expenses (requisitions) must be supported by receipt for reimbursement.

F. Staff Travel Procedures:

1. Complete travel request form
2. Complete a justification memo
3. Estimate travel cost: lodging, transportation, meals, and other fees
4. Obtain supervisor's approval
5. Submit forms to the business office no later than ten (10) working days prior to travel
  - a. Business office will review travel request and will return request form to employee.
  - b. Employee will book necessary travel arrangements prudently after approval.
  - c. Employee will return travel request form to business office. The business office retains the right to amend the travel cost/arrangements.
  - d. Upon returning to school, employee will have five (5) working days to submit travel receipts
6. Employee with approved travel arrangements is encouraged to be mindful of the

cost. All travel plans will be coordinated through their supervisor. The business office has the authority to modify the travel plans.

7. Expenses that generally will be reimbursed include the following:
  - a. Per diem will be paid at the U.S. government published rate. All local travel will be allowed one (1) meal rate per day.
  - b. Charges for telephone calls, faxes, and similar services required for business purposes.
  - c. If a vehicle rental at the destination is warranted, rental rate must include all insurance coverage. Insurance coverage will be at the traveler's expense and the traveler will use his/her personal credit card to secure purchase of rental vehicle.
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. 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, parking, taxi, shuttles, registration, and an itemized receipt is required for lodging.
11. Employees should contact their immediate supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, reimbursement for specific expenses, or any other business travel issues.
12. Employees on school travel are expected to attend sessions full-time and share information with staff or supervisor upon their return as appropriate.
13. 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.
14. The School Board shall approve out-of-state and all overnight travel. The School Board shall approve travel for the Executive Director. Unforeseen engagements that require staff participation or attendance will be approved on a case by case basis.
15. Frequent Travel. Those who are approved by the Executive Director to travel on regular basis (such as, but not limited to bus drivers, and those designated to make routine purchasing trips) will be issued a blanket travel authorization on a monthly basis. However, approval from the department Supervisor will be required for each

trip. Per Diem does not apply to persons frequently traveling on normal business within RRCS's immediate service area i.e. Chinle, Kayenta, Window Rock, Tuba City, Shiprock, Farmington, Gallup, Flagstaff, Rough Rock, Arizona, or any area considered "immediate service area" (such as Staff, Procurement, Transportation, Business Office, etc.). Persons doing business after their regular hours in their town of residence will not be paid mileage or per diem (Chinle, Kayenta, Window Rock, Tuba City, Shiprock, Farmington, Gallup, Flagstaff, Rough Rock, Arizona), or any area considered "immediate service area"). Persons traveling to all other areas and immediate service area for workshops or conferences are eligible for per diem and mileage, where applicable, if the trip is for 12 hours or more in duration. Persons living in the town of the meeting will not be eligible for mileage.

16. Temporary employees cannot travel to conferences and training without prior approval from the School Board. Temporary employees may travel with approval from the Executive Director if it is within their regular tour of duty.
17. Only person with no prior outstanding travel advances will be allowed to travel.
18. All travelers must have their TA before they travel. It is not the responsibility of the business office to process last minute travel requests or issue checks if the traveler has not made arrangements on time (ten 10 working days).
19. It is the responsibility of the supervisor to determine the time and purpose of travel prior to the trip.
20. All employees and Board members are required to abide by all provisions of the personnel policies and procedures while on travel

G. Upon Return:

1. Traveler - Will complete the Travel Expense report with actual dates and times of departure and return. A daily expense detail for lodging and per diem is required. Attach all necessary receipts, sign-in sheets, training/conference certificates, etc. and submit to your supervisor. NOTE: Hotel receipts are MANDATORY unless the school paid for the hotel as a direct bill. In such cases the hotel will send the group or individual receipt to the business office.
2. Supervisor - Will review, sign, and submit to the Executive Director for approval and payment. NOTE: Allow five (5) working days for the travel reimbursement to be processed.

H. Field Trip Travel Procedures:

1. Complete a field trip travel request packet (parental permission slips, submitting rosters to attendance clerk, submitting food request, providing an itinerary, securing chaperones, contact list, etc.)

2. Complete a justification memo.
3. Estimate travel cost: lodging, transportation, meals, and other fees.
4. Obtain supervisor's approval.
5. Submit forms to the business office ten 10 working days or earlier if possible prior to travel.
6. Business office will review field trip travel request and will return request packet to employee.
7. Employee will book necessary travel arrangements as appropriate.
8. Employee will return travel request forms to the business office. They retain the right to amend the travel cost/arrangements.
9. Chaperones who are not employees of RRCS must have a favorable FBI background check prior to travel.
10. Upon returning to school employee will have five (5) working days to submit travel receipts.

#### SECTION 4.20 CREDIT CARDS

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

- A. RRCS credit card shall remain in a secured safe in the Business Office until checked out by an authorized user. RRCS credit card will only be checked out immediately prior to its use and shall be returned to the business manager the same day the user returns from a RRCS authorized trip or otherwise has no further need of the card, whichever occurs first. If the user returns after business hours, RRCS credit card must be returned before 8:30 a.m. the next business day.
- B. Prior to checking out RRCS credit card, the user must have signed a form on file acknowledging the users understanding of RRCS credit card policy, agreeing to any penalties that may be imposed by its misuse and agreeing to pay back any unauthorized excessive or unacceptable charges on the card. An immediate and authorized deduction from paychecks, stipends, per diems, etc. to recover said amounts, is solely at RRCS's

discretion.

C. RRCS credit card may only be used by authorized RRCS employees for the following items:

1. Hotel/Motel rooms not otherwise reserved and / or paid for while on official authorized RRCS business. As with travel in general, the rooms charged should be as economical as possible. Renting special rooms or higher priced rooms when others are available shall be grounds for RRCS's rejection of said charges and said charges being assessed against the user.
2. Meals not otherwise provided for. Charging meals against RRCS credit card should again be the exception rather than the rule. Most travel should be pre-arranged and cash advances used to avoid use of the credit card. Again, only reasonable priced meals for RRCS employees may be charged on RRCS credit card. Excessive charges or charges for persons other than RRCS employees or board members will be rejected by RRCS and assessed against the user, and subject the user to disciplinary action.
3. RRCS credit card may never be used to pay charges covered by cash advances. This is a form of credit card abuse and will not be tolerated by RRCS. Any such duplicate charges for items which should have been covered by cash advances, will result in those charges being assessed against the user and shall be grounds for disciplinary action up to and including termination.
4. Gasoline purchases for RRCS vehicles only. RRCS credit card may be used to purchase gasoline for RRCS vehicles only when on travel for RRCS and authorized by RRCS. When using a private vehicle for RRCS travel, RRCS credit card may not be used for the purchase of gasoline, repairs or other mechanical necessities.
5. RRCS credit card may not be used for telephone calls, purchase of personal items, gifts or any other thing except as set forth above. RRCS credit card may not be used for the purchase of any RRCS goods except when approved by the Executive Director through a purchase order, and only when other forms of payment are not acceptable.
6. A general rule of use is that RRCS credit card may only be used when no other form of payment is possible.
7. RRCS credit card may never be used for cash advances.

D. For GSA (general service administration) fuel fleet credit card a vehicle usage form must be approved by the supervisor and Executive Director, prior to credit card use. All mileage must be recorded in the fuel logs for every fuel purchase mileage must be logged,

receipts must be obtained and submitted to the business office upon return.

#### SECTION 4.21 ATTENDANCES AND PUNCTUALITY

To maintain a safe and productive work environment, RRCS 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 RRCS. 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, which may lead to disciplinary action, up to and including termination of employment. (See ARTICLE IV. SECTION 4.09, TIMEKEEPING)

#### SECTION 4.22 CONTROL AND RETURN OF PROPERTY

Employees are responsible for all RRCS property, including but not limited to, computers, printers, and all other electronic devices, software, computer-generated materials, other materials or written information issued to them or in their possession or control. Employees must return all RRCS property to the Information Technology department, immediately upon request or at the end of each school year as part of a check out procedure, and/or upon termination of employment. An inventory of all electronic equipment shall be made by the IT department. The Business Manager will determine the value of the unreturned or damaged property.

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

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

Any employee who violates the provisions of this section will be subject to disciplinary action, up to and including possible termination of employment. *RRCS staff and community members may not use RRCS equipment for personal use. No RRCS property may be taken off campus unless prior approval is given from the Executive Director.*

#### SECTION 4.23 KEYS POLICY

Building and/or classroom keys shall be issued at the beginning of each school year and must be returned at the end of each school year, or upon the termination of employment with RRCS. Each employee shall be held strictly accountable for the key(s) issued to him / her. Should

any key(s) be lost or misplaced, it will be immediately reported to the supervisor.

A \$25.00 charge will be assessed for each key to cover the cost of replacement of the key and changing of the lock(s). Should a Grand Key (i.e. master key) be lost or misplaced, the person assigned the key shall be held responsible for the cost of replacing all of the locks that could be opened by the key in the amount of \$400.00.

#### SECTION 4.24 SECURITY INSPECTIONS

All property owned by RRCS, as well as any articles found within that property, are subject to inspections by delegated security, supervisory personnel and law enforcement officials at any time with or without prior notice. Such inspections shall be to ensure that RRCS campus is free of controlled substances, alcohol, firearms, and for the investigation of any allegations of larceny, theft, and other criminal and/or RRCS policy violations.

#### SECTION 4.25 TELEPHONE AND CELLULAR PHONE POLICY

Except in an emergency, all telephones are restricted to official business calls. This employee cell phone policy outlines RRCS guidelines for using cell phones and other mobile devices at work.

We recognize that smartphones are an integral part of everyday life and are a great asset if used for productivity apps, calendars, and business calls. Employees who receive a company phone are expected to answer their phone. But smartphones are a detriment to focus and efficiency if used unwisely and excessively during business hours. Our cell phone policy applies to all employees. Failure to comply with this policy may lead to disciplinary action up to and including termination of employment. All employees shall use cell phones in a sensible manner during work hours.

A. Employees are advised to:

1. Use RRCS issued devices for business purposes only.
2. Maintain issued equipment in like-new condition.
3. Talk, text, and use the internet on their mobile device only a few minutes per day.
4. Turn off or silence any cell phone devices during instruction time, meetings or when asked.

B. Employees are not allowed to:

1. Play games on their cell phone during work hours.
2. Use their personal or company issued phone for social media (Facebook, Snap Chat, etc.) during working hours.
3. Use their device's camera or microphone to record confidential business information.
4. Use their device for any reason while driving a school owned or GSA vehicle.
5. Disturb colleagues by speaking on their phone for personal reasons during work hours.
6. Download, upload, or view inappropriate, illegal, or obscene material on any device or over the business's internet connection.

C. Permissible activities:

1. Make business calls.



2. Check important messages.
3. Use productivity apps.
4. Make brief personal calls.
5. Use their phones and devices during breaks.
6. Use their phone or device while in a parked vehicle.
7. Use for emergency purposes.

#### SECTION 4.26 MONTHLY REPORTS

Each department supervisor shall submit written reports to their immediate supervisor on a monthly basis on his / her department's progress during the last month. All reports shall be due five (5) days before the Board meeting. All reports must be on time so that the Executive Director may finalize RRCS's report deadline for submission to the Board. There shall be no exceptions to any late reports.

#### SECTION 4.27 DEPARTMENTAL STAFF MEETING

Each departmental supervisor may schedule staff meetings at a minimum of twice a month.

#### SECTION 4.28 SUPERVISOR AND DEPARTMENT MEETING

The Executive Director may schedule supervisor meetings a minimum of once a week.

#### SECTION 4.29 FAMILY / PERSONAL MATTERS / GOSSIP

While on duty, employees are expected to be professional and courteous with all other employees and student. Employees shall not gossip or carry malicious rumors about students, staff, board members and/or members of the Navajo Nation community. Those employees who promote or sanction dissention or otherwise cause conflict in the workplace will be subject to disciplinary action up to and including termination. Employees who have family members as employees shall not interfere in each other's personnel issues. 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.

Any alleged violation to this policy provision shall be reported to the immediate supervisor of the reporting employee. The immediate supervisor shall then investigate the matter. The immediate supervisor shall inform the Executive Director and the Human Resource Manager of the allegation. The Executive Director and the Human Resources Manager shall assist in the investigation or they will take over the management of the investigation at their discretion.

#### SECTION 4.30 VIOLENCE IN THE WORKPLACE

RRCS has adopted a policy prohibiting workplace violence to include staff bullying. Consistent with this policy, acts or threats of physical and verbal violence, including intimidation, harassment, and / or coercion, which involve or affect RRCS or which occur on RRCS or client property, will not be tolerated. Employees involved in domestic violence, orders for protection

and related matters must take all possible responsible steps to ensure the violence does not come on to RRCS or affect its students, staff or community. Employees determined to have committed such mentioned acts of violence and/or bullying shall be terminated from employment if RRCS determines that their involvement in the above-described matters presents a risk or threat of harm to the health, safety and welfare of RRCS's students, staff and/or community.

#### SECTION 4.31 POLITICAL ACTIVITIES

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

- A. An employee shall not neglect his / her assigned duties and responsibilities because of permitted political activity.
- B. An employee may participate in campaign and election so long as such participation does not interfere with his / her RRCS duties and responsibilities.
- C. An employee shall not use the property, supplies and equipment of RRCS in performing political activities.
- D. With the approval of the 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 RRCS.
- E. An employee shall not appear to represent RRCS without prior written authority of the Board.
- F. An employee shall not participate in controversial issues outside RRCS campus in a manner that may reasonably be interpreted to be representative of RRCS or its position or in a manner that hinders the operation of RRCS.
- G. Pursuant to the stipulations of the RRCS employment contract which the employee has signed in agreement, the RRCS employee agreed to support and to act in a manner consistent with the mission, philosophy and goals of RRCS. Additionally, employee agreed to comply with the RRCS Policies and Procedures and all other lawful administrative directives while employed by RRCS. Upon signing the employment contract, employee declared that he/she fully understood that any violations of the employment contract stipulation will subject the employee to disciplinary action up to termination of employment.

## SECTION 4.32 STIPENDS

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

- A. Stipends may be paid to any staff who performs additional activities outside his /her regular tour of duty, which provide services to students or otherwise support RRCS's students' social programs or other, i.e., field trips, committees. Stipends may not be paid for these activities or services if they are carried out during the regular working hours, in this instance stipends will be prorated. A \$240.00 stipend per day will be paid to Certified and Administrative employees and \$160.00 for Classified employees so long work performed is eight (8) hours. Any work performed less than eight (8) hours will be paid at an hourly rate of \$30.00 per hour for Certified and Administrative employees and \$20.00 per hour for Classified employees. Staff must submit approved logs and records to be compensated. Those who are to receive a stipend will receive the stipend as a supplemental payment from the business office and subject to appropriate tax deductions.
- B. Stipends must be established and approved by the Executive Director and RRCS Board in advance of the activity. All those who are to receive a stipend must sign a contract.

A non-employee may receive a stipend for certain services provided to RRCS. Any such stipend or arrangement is subject to all RRCS policies, including but not limited to the policy on stipends. Prior to any non-employee engaging in work pursuant to a stipend or other arrangement, said person must complete and pass a fingerprint and background clearance pursuant to Policy 2.19 and 2.20.

## SECTION 4.33 PERSONAL PROPERTY

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

## SECTION 4.34 BREAST-FEEDING IN THE WORKPLACE

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

- A. Providing a clean and private area or other enclosure near the employee's workspace, and not a bathroom, to allow a working mother to engage in breast-feeding or use of a breast pump; and

- B. Providing a sufficient number of unpaid and flexible breaks within the course of the workday to allow a working mother to engage in breast-feeding or use of a breast pump. Regular breaks provided to staff in working mother's classification and breaks allowed or required by RRCS policies or law may also be utilized for the above purposes.

A working mother who desires to take advantage of these opportunities should contact her supervisor to make the necessary arrangements. The supervisor shall have discretion with respect to selecting a clean and private area or other enclosure to accommodate the working mother and in scheduling breaks for the working mother. Such discretion shall be exercised in a manner that furthers the purpose of this Policy and the Navajo Nation Healthy Start Act of 2008, while also respecting the business needs of RRCS and the needs of the Rough Rock Community School, Inc. students.

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

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

## ARTICLE V. EMPLOYEE BENEFITS PROGRAMS

### SECTION 5.01 EMPLOYEE BENEFITS

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

The following benefit programs are available to eligible employees:

- Benefits Continuation (COBRA) (Sec. 5.10)

- Bereavement Leave (Sec. 5.06)
- Dental Insurance
- Educational Leave (Sec. 5.13)
- Holidays (Sec. 5.03)
- Jury Duty Leave (Sec. 5.08)
- Life Insurance
- Medical Insurance
- Family and Medical Leave (Sec. 5.11)
- Military Leave (Sec. 5.14)
- Sick Leave Benefits (Short-Term Disability) (Sec. 5.02)
- Unemployment Benefits
- Annual Leave Benefits (Sec. 5.02)
- Time Off to Vote (Sec. 5.05)
- Witness Duty Leave (Sec. 5.09)
- Worker's Compensation Insurance (Sec. 5.04)

Some benefit programs require contributions from the employee.

## SECTION 5.02 LEAVE

Leave earned and afforded at Rough Rock Community School, Inc. is a privilege and not a right. All leave requests must be a mutual agreement between the employee and immediate supervisor. All leave requests are subject to approval and may be subject to reclamation based on the operational needs of the school. A new hire resigning or through involuntary termination of employment before successfully completing his/her 90 day probationary period shall forfeit leave payout. Employees are encouraged to schedule in advance with their supervisor to take time off away from work.

Leave is officially approved or disapproved in writing on the leave request form. If leave is denied, the leave request form is returned to the employee. Employees may not take leave, during professional development days, testing days, term checkout days, grade submission days, and other special events. Excessive use of leave may be noted as part of the employee evaluation.

All leave requests shall be submitted to the immediate supervisor. Anticipated leave of any type shall be requested at least three (3) working days in advance and is subject to approval. In the event that emergency leave is necessary, the employee shall notify the immediate supervisor (or designee) by phone as soon as possible. Leave slips not submitted with payroll for processing will be considered Leave without Pay. Abuse of emergency leave constitutes grounds for disciplinary action.

## A. Annual Leave

Annual Leave with pay is available to eligible twelve (12) month or year-long, full-time employees to provide opportunities for rest, relaxation, and personal pursuits as described in this policy.

The length of eligible service is calculated on the basis of a "benefit year." This is the twelve (12) month period that begins when the employee starts to earn annual leave time. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation.

Once employee enters an eligible employment classification, they begin to earn paid annual leave according to the schedule. However, before annual leave time can be used, the probationary period and any extension thereto must be satisfactorily completed. After that time, employee can request from their immediate supervisor use of earned annual leave time including that accrued during the probationary period.

Paid annual leave time can be used in minimum increments of one (1) hour. To take annual leave, employee must request and obtain prior approval from his/her supervisor. Requests will be reviewed based on a number of factors, including school needs, and staffing requirements.

Annual leave is paid at the employee's base pay rate at the time of annual leave. Annual leave does not include overtime or any special forms of compensation.

In the event that available annual leave is not used by the end of the benefit year, employees may carryover unused time forward to the next benefit year. The amount of annual leave that may be carried over to the next benefit year is capped at 240 hours. Leave less than 240 hours, employee shall be permitted to carryover entire balance or half of any remaining unused leave and the remaining half paid at 100% of base pay. Leave in excess of 240 hours at the end of the benefit year will be paid out at 100% of their base pay. This will be subject to School Board approval and availability of funds.

Only if an employee resigns or is terminated prior to the expiration of the employee's employment contract period or if the employee's employment contract is non-renewed, any remaining leave balance may be paid out at the employee's regular rate of pay. Such request is contingent upon availability of funds, advance Board approval, and the best interest of the school.

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

The amounts of paid annual leave eligible employee receive each year increases with the length of their employment as shown in the following schedule:

## SCHEDULE OF EARNED ANNUAL LEAVE HOURS

<u>Years of Service to RRCS</u>	<u>Hours Earned Bi-weekly</u>
Less than 3 years	4 hours per pay period
3+ years	6 hours per pay period

School-year regular full-time employees and temporary employees are not eligible to earn annual leave. School-year regular full-time employees will receive 64 hours of personal leave. Employees will be given half of the calculated leave at the beginning of their employment contract and the remaining half January 1st of the new calendar year. If employee exhausts their personal leave, employee shall take Leave Without Pay.

### B. Sick Leave

RRCS provides paid sick leave benefits to all eligible employees for periods of temporary absence to guard against loss of earnings due to illness or injuries. Sick leave is not part of salary or wages to which an employee is entitled regardless of need; nor is it payable upon termination of employment. Paid sick leave will be used in minimum increments of one (1) hour. Eligible employees may only use sick leave benefits for an illness or medical appointment of an immediate family. Reference Section 2.07 for definition of immediate family.

Sick leave will run concurrently with any time off that the employee is entitled to under this policy including, Family Medical Leave Act (FMLA). Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation. If a recognized holiday falls on a regularly scheduled work day during a paid sick leave period, the day will be paid as a holiday, and will not be counted against sick leave allowances. The following employee classifications are eligible for paid sick leave:

#### Eligible Employee Classifications

Year Long Regular Full-Time Employee  
School Year Regular Full-Time Employee

Employees in these two (2) classifications will accrue sick leave benefits at the rate of four (4) hours per pay period. Sick leave benefits are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn sick leave.

Employees who are unable to report to work due to an illness or injury should notify their immediate supervisor before the scheduled start of their workday or as soon as possible. For foreseeable or scheduled use of sick time, the employee must provide notice up to three (3) days in advance, using the customary means of notification for absences. Sick time may not be invoked as an excuse to be late for work without advance notice of a legitimate use of the

time.

In the case of unforeseeable absences or where the employee learns of the need to use sick time less than three (3) days before its use, notice must be given by the employee to his/her supervisor as soon as possible. For multi-day absences, the employee must inform his/her supervisor of the expected duration of the leave, or if unknown, on a daily basis. For such multi-day absences where the employee is unable to make contact with their immediate supervisor, notice may be given by the employee's spouse, adult family member, or other responsible party. The immediate supervisor must also be contacted on each additional day the employee will be absent from employment.

Before returning to work, if an employee is absent for three or more consecutive days due to an illness or injury, a physician's statement shall be provided verifying the illness or injury and the expected release to return back to work. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits.

If there is unused sick leave at the end of the employee's contract, the employee will be allowed to carry any unused sick leave from one school year to the next. Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and will not be used for any other purpose. Sick leave will not be paid out when employee separates from employment.

An employee who is the main patient of a ceremony will be permitted to use sick leave. A medicine person's statement/mark shall be required for purposes of use of this leave for ceremonial reasons.

### SECTION 5.03 HOLIDAYS

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

New Year's Day	January 1st
Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Sovereignty Day	4 <sup>th</sup> Monday in April
Memorial Day	4 <sup>th</sup> Monday in May
Navajo Nation Memorial Day	June 1 <sup>st</sup>
Holiday	3 <sup>rd</sup> Friday in June
Independence Day	July 4th
Navajo Code Talkers Day	August 14th
Labor Day	1 <sup>st</sup> Monday in September



Veterans' Day	November 11th
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	December 25 <sup>th</sup>

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

- Year-long regular full-time employees  
(July 01 – June 30)
- Contract year regular full-time employees  
(School Year July – May)

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

When a holiday falls on an employee's day off, the employee will be granted straight time holiday pay in lieu of the holiday so long the employee has worked 32 or more hours during the employee's scheduled work week. Employee must either work or be on paid leave on scheduled work days before and after the holiday in order to be eligible.

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

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime. (Section 4.14 - Overtime)

#### SECTION 5.04 WORKERS' COMPENSATION INSURANCE

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

Neither RRCS 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 RRCS.

#### SECTION 5.05 TIME OFF TO VOTE

RRCS encourages employees to fulfill their civic responsibility by participating in elections. Generally, employees should be able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours or if there are less than three consecutive hours between the opening of the polls and the beginning of his/her regular work-shift or between the end of his regular work-shift and the closing of the polls. RRCS may grant paid time off to vote. In such event, he/she may absent themselves for such length of time at the beginning or end of his/her work-shift that, when added to the time difference between work-shift hours and opening or closing of the polls, will provide a total of three consecutive hours. Application shall be made for such absence prior to the day of election, and RRCS may specify the hours during which the employee may absent them-self.

#### SECTION 5.06 BEREAVEMENT LEAVE

If an employee wishes to take time off due to the death of an immediate family member, the employee should notify his or her supervisor immediately. For purposes of this bereavement leave policy, immediate family is defined as: spouse, children, grandchildren, biological or adoptive parents, biological or adoptive siblings, maternal, paternal grandparents, and immediate nephew and niece. See Section 2.07 for definition of immediate family member

Up to eight (8) days of paid bereavement leave may be provided to all eligible employees. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation. An employee may not receive compensation for unused bereavement leave.

Employees will be allowed to use any annual leave for additional time off as necessary.

#### SECTION 5.07 ADMINISTRATIVE LEAVE WITH PAY (EMERGENCY SCHOOL CLOSURES)

If a decision is made to close the School on an Emergency basis, pursuant to Section 4.16 or any other emergency situation that arises to enforce school closure. All staff members who are not required to report to work will be on Administrative Leave With Pay; while on Administrative Leave with Pay, employees will be paid at their regular rate of pay.

#### SECTION 5.08 JURY DUTY

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

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence minus amounts reimbursed by the judicial entity. Employee classifications that qualify for paid jury duty leave are:

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

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use available paid time off (for example, annual leave benefits) or may request an unpaid jury duty leave of absence.

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

Either RRCS or the employee may request to be excused from jury duty if, in RRCS's judgment, the employee's absence would create serious operational difficulties. RRCS will continue to provide health insurance benefits for the full term of the jury duty absence.

#### SECTION 5.09 WITNESS DUTY

Employees are encouraged to appear in court for witness duty when subpoenaed to do so. Paid leave will only be allowed subject to the following conditions and when an employee has been subpoenaed to testify. Absent a subpoena, paid leave will not be provided. An employee will not receive paid leave for voluntary appearances at hearings or to testify if they have not been properly served a subpoena. Employees will not receive paid leave when testifying or appearing as a party, either plaintiff or defendant. If employees have been subpoenaed as witnesses by RRCS, they will receive paid time off for the entire period of witness duty.

Employees will be granted a maximum of three days per year of paid time off to appear in court as a witness when subpoenaed by a party other than RRCS. Employees will be paid at their base rate and are free to use any remaining paid leave benefits (e.g., general leave) to receive compensation for any period of witness duty absence that would otherwise be unpaid.

The subpoena must be provided to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. If employee fails to immediately provide their supervisor with a copy of the subpoena the employee will not receive paid leave for witness duty. The employee is expected to report for work whenever the court schedule permits.

#### SECTION 5.10 BENEFITS CONTINUATION (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under RRCS health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

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

## SECTION 5.11 FAMILY AND MEDICAL LEAVE

All portions of this policy that pertain to the FMLA shall be interpreted in a manner consistent with the FMLA and its regulations. An eligible employee of RRCS may take up to twelve (12) weeks of leave (FMLA leave) during any one 12-month period, subject to the following:

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

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

For purposes of this policy, 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.

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

The supervisor may require an employee to substitute any accrued paid leave available to the employee for any part of the twelve (12) week period. Where either the employee or the employer elects to substitute accrued paid leave, the employee will be entitled to FMLA protection during

the period in which paid leave is substituted.

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

Subject to the terms, conditions, and limitations of the applicable plans, RRCS will continue to provide health insurance benefits for the full period of the approved medical leave. If family member coverage is provided to an employee, family member coverage must be maintained during the FMLA leave. The employee must continue to make any normal contributions to the cost of the health insurance premiums.

Employees who sustain work related injuries maybe eligible for a medical leave of absence in accordance with all applicable laws covering occupational disabilities.

Benefit accruals, such as general leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment. If an employee fails to report to work promptly at the end of the medical leave, RRCS will assume that the employee has abandoned his / her job.

## SECTION 5.12 LEAVE WITHOUT PAY

RRCS provides leaves of absence without pay to eligible employees who wish to take time off from work to fulfill personal obligations. Leave shall not be taken under this section for any of the conditions describe under Section 5.11 - Family and Medical Leave. Employees in the following employment classification(s) are eligible to request leave of absence without pay.

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

Eligible employees should request a leave from their supervisor. The request must be in advance of the time requested. Leave without pay may be granted for a period of up to 15 calendar days every one contract year.

Approval for leave without pay will be evaluated based on a number of factors, including anticipated work load requirements and staffing considerations during the proposed period of absence. The supervisor may deny the request for leave based on the above factors.

Subject to the terms, conditions, and limitations of the applicable plans, RRCS will continue to provide health insurance benefits for the full period of the approved leave without pay.

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

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

## SECTION 5.13 EDUCATIONAL / VOCATIONAL LEAVE

RRCS retains the discretion to grant educational leaves of absence without pay to eligible employees who wish to take time off from work to pursue course work that is applicable to their job duties with RRCS. Employees in the following employment classifications are eligible to request educational leave as described in this policy:

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

Eligible employees who have completed one year of service may request educational leave for a period of up to 120 days per year. Requests will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence and relativity and value of the proposed course of study to the employee's RRCS duties.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by RRCS until the end of the month in which the approved educational leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from educational leave, benefits will again be provided by RRCS according to the applicable plans.

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

When an educational leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified subject to subsequent reductions in employment positions as provided herein. However, RRCS cannot guarantee reinstatement in all cases.

If an employee fails to report to work at the end of the approved leave period, RRCS will assume that the employee has abandoned the position.

## SECTION 5.14 MILITARY LEAVE

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

The leave will be unpaid. However, employees may use any available leave for the absence.

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

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

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

#### SECTION 5.15 LEAVE TO CHAPERONE IMMEDIATE FAMILY MEMBER

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

Should a parent-employee be asked to serve as a chaperone the employee will be required to get advance approval from their immediate supervisor prior to the trip. If the employer requests the employee parent to serve as a chaperone the employee will be paid and will not be required to take leave for serving as a chaperone.

#### SECTION 5.16 EMPLOYEE TUITION REIMBURSEMENT PROGRAM

##### PURPOSE

Continuing education and training are instrumental to employee development. Education of all types shall be viewed as a shared responsibility of management and employees to accomplish the mutual benefits of an increasingly skilled and efficient workforce. Tuition reimbursement will be subject to availability of funds within each department and school wide budget. Continuing education for college or university credits shall be reimbursed based upon prior written agreement and approval by the Governing Board, completion of the course and a satisfactory grade. The amount of reimbursement shall be based on the grade attained.

##### ELIGIBILITY

To be eligible for the Tuition Reimbursement Program, an employee must meet the following criteria:

- (a) Must be a full-time Rough Rock Community School, Inc. employee.
- (b) Employee must remain on active payroll and perform their job satisfactorily through completion of each course.
- (c) Must have successfully completed the introductory (probationary) period of employment.
- (d) Must have successfully completed one (1) year (*no break in service*) of full-time employment with Rough Rock Community School, Inc.

- (e) Not be subject to an existing Professional Improvement Plan or have a conditional contract of employment.
- (f) Have achieved an evaluation of "satisfactory" or better on his/her recent performance evaluation.
- (g) Employee must take individual courses that are part of a degree, licensing, or certification program that must be related to the employee's current job duties or a foreseeable future position in the organization. RRCS has the sole discretion to determine whether a course is related to employee's current job duties or a foreseeable future position.

Employees are encouraged to enroll in courses outside scheduled working hours. An employee taking courses under this program may be given time off only when classes are not available during the following: evenings (after work), weekends, or times other than scheduled work hours. Employees who attend classes occurring at times outside their assigned work schedule do not receive compensatory time off. Alternate work hours may be granted pursuant to the needs of the job duties and approval from the immediate supervisor and Executive Director.

Requests for Educational/Vocational Leave will be considered pursuant to Section 5.13 of the RRCS Personnel Policies. RRCS retains the discretion to grant educational leaves of absence without pay to eligible employees who wish to take time off from work to pursue course work that is applicable to their job duties with RRCS.

#### Selection Criteria

- A. The amounts requested shall be within the department budget.
- B. Employees are required to submit an application and obtain approval from their immediate supervisor as far in advance as possible and no less than three (3) weeks prior to enrolling in the class to be considered in the decision to grant the request.
- C. Primary consideration will be given to those applicants which has a direct benefit to the department workforce.

#### Application

An employee who wishes to participate in the Tuition Reimbursement Program must submit a complete application to their immediate supervisor three (3) weeks prior to enrolling in the class. Applicant must obtain their immediate supervisor's approval prior to submission to the Executive Director and Governing Board.

A complete application contains the following:

- A. A letter requesting continuing education leave (if necessary) and reimbursement to his/her supervisor for review and approval. The supervisor will be responsible for obtaining approval from the Executive Director and Governing Board. The Human Resources Office will receive a copy for the employee file.
  - 1. Letter of admission from the accredited school.



2. Plan of Study that identifies the coursework or training needed for the certificate/degree.
3. Registration schedule/class schedule
4. Tuition Reimbursement Agreement

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

Note to supervisors: Approval must be in accordance as follows:

- A. Employee must take individual courses that are part of a degree, licensing, or certification program that must be related to the employee's current job duties or a foreseeable future position in the organization.
- B. Education/Training program must have relevance to RRCS mission.
- C. There is a mutual benefit to the employee's career and the long-term interests of RRCS.
- D. There is a reasonable expectation that the employee shall remain in the employ of RRCS for a sufficient period of time to provide a fair return for the training costs received.
- E. The department work needs can be met during an employee absence while attending classes. *RRCS has the sole discretion to determine whether a course is related to employee's current job duties or a foreseeable future position.*

Once the supervisor approval is acquired, the supervisor will then route the application through the Executive Director. The Executive Director will review and evaluate the application and supporting documents to ensure applicant meets all requirements. Upon the Executive Director's signature, the application will be routed to the Governing Board for final approval. Incomplete applications or applications requiring additional information will be returned to you and may result in delays.

To receive reimbursement for tuition, requests shall be made in advance of taking any classes for which reimbursement would be requested. Further, the applicant must request Tuition Reimbursement within 45 days of completion of the course by submitting a transcript to their immediate supervisor. Reimbursement will be subject to approval based on courses in which you received a satisfactory grade(s). Tuition reimbursement, if approved, will be limited to a specific dollar amount per semester, and/or to a percentage of total tuition based on grade. The tuition reimbursement amount and conditions must be established and approved in writing prior to employee starting the course(s). The employee will be responsible for her/his education. RRCS will not pay for books, room and board, mileage, meals or other miscellaneous expenses incurred. RRCS shall motivate employees by reimbursing at higher rate for a higher grade received at the end of the course.

All reimbursement requests will be reviewed and considered by the Executive Director and Governing Board. In addition, the Executive Director and Governing Board will ensure that all credits count towards a degree or certification. Reimbursement guidelines are as follows:

A = 100%  
B = 90%

C = 80%  
Grade below C = 0%

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

RRCS will not reimburse any amounts already reimbursed by any financial assistance, scholarship, or any other financial benefit derived from public or private programs.

#### Amount of Tuition

In order to make Tuition Reimbursement available to as many employees as possible, the following maximum award amounts will apply:

- A. Up to \$3,000 for enrollment in up to 6 semester hours of course credit,
- B. Up to \$4,000 \$6,000 for enrollment in 9 or more semester hours of course credit.
- C. No employee may receive more than \$6,000 in Tuition Reimbursement in any one academic year (which runs from August 1 to the following July 31)

No employee has an entitlement to any amount of tuition reimbursement. RRCS reserves the right, in its sole discretion, to award or refuse to award tuition reimbursement. The employee shall sign the Promissory Agreement to return any Tuition Reimbursement if he/she leaves employment prior to service pay-back to RRCS.

#### Service Pay-Back

Each employee who receives Tuition Reimbursement must agree to provide services at RRCS in accordance with the following ratios:

- A. Up to \$3,000 in Tuition Reimbursement: one-year service pay-back
- B. \$3,001 to \$6,000 in Tuition Reimbursement: two years' service pay-back
- C. \$6,001 or more in Tuition Reimbursement: three years' service pay-back

The service pay-back requirement shall commence with the first academic year that begins after the employee completes their academic program for which Tuition Reimbursement was provided.

In order for services to count toward the service pay-back requirement, the employee must maintain a "satisfactory" or better professional evaluation every semester.

It is the responsibility of the employee to complete and sign a Promissory Agreement, in the form determined by RRCS, upon receipt of each installment of Tuition Reimbursement provided on the employee's behalf. The Promissory Agreement must be signed by the Supervisor and Executive Director. The total amount of the Tuition Reimbursement received, as recorded by each signed Promissory Agreement, determines the years of service pay-back the employee owes RRCS.

To the extent an employee has satisfied part but not all of his/her service pay-back requirement, RRCS will credit the employee's reimbursement obligation as follows:

- A. less than one year pay-back services provided: \$0 credit
- B. one year pay-back services provided: \$3,000 credit
- C. two years pay-back services provided: \$4,000 credit
- D. three years pay-back services provided: \$6,000 credit

To the extent an employee receives more than \$6,000 in Tuition Reimbursement, but provides less than three years of service pay-back, the employee agrees to reimburse RRCS via payroll deduction the total amount of Tuition Reimbursement less the applicable credit.

### Documentation, Reporting

Each employee selected to receive Tuition Reimbursement is required to sign the following documents:

- A. Tuition Reimbursement Agreement;
- B. A Promissory Agreement for each installment of Tuition Reimbursement paid to the employee.

### Waiver of Service Pay-Back Requirement

RRCS will make every prudent effort to assure that a position is available so that each employee who receives Tuition Reimbursement can fulfill his/her service pay-back requirement at the school. In the unlikely event RRCS is unable to make such a position available, all or the remaining portion of the service pay-back and reimbursement requirements, as the case may be, may be waived.

The RRCS Governing Board, in its sole discretion, may waive, in whole or in part, the service pay-back requirement of any employee in the case of extreme hardship or other good cause.

## TUITION REIMBURSEMENT AGREEMENT

THIS TUITION REIMBURSEMENT AGREEMENT is entered into between Rough Rock Community School Board (hereafter "RRCS") and \_\_\_\_\_ (hereafter "employee") and sets out the terms and conditions for receipt of Tuition Reimbursement for the enhancement of the professional skills and development of employee.

### Section I. Purpose of Tuition Reimbursement Program

- A. Through the Tuition Reimbursement Program, RRCS desires to increase the academic achievement of its students through the improvement of staff quality.
- B. To assure that RRCS students and school receive the benefit from the additional professional training received by employees who participate in the Tuition Reimbursement Program, RRCS has established the service pay-back and

reimbursement requirements set out in this Agreement and the Tuition Reimbursement Program Policy and employee hereby agrees to comply with those requirements.

## Section 2. Allowable uses of Tuition Reimbursement

- A. RRCS will supply Tuition Reimbursement only pursuant to an approved Plan of Study described in Section 5 of this Agreement.

## Section 3. Payment of Tuition Reimbursement

- A. RRCS will provide for reimbursement of tuition as required by the Tuition Reimbursement Policy.
- B. RRCS will process reimbursement at the end of each term or semester. The employee must request for reimbursement by submitting an official grade report. Reimbursement will not be made for a "D" grade or failing grade or withdrawal from course. All necessary paperwork must be completed. All reimbursements must be approved by the Executive Director and the Governing Board.

## Section 4. Service Pay-back Requirement

- A. In consideration of the Tuition Reimbursement made available to employee by RRCS, employee agrees to provide services at RRCS.
- B. The service pay-back requirement shall commence with the first academic year that begins after the employee completes the academic program for which Tuition Reimbursement is provided.
- C. The length of the professional services pay-back requirement shall be determined by the following ratios:
  - 1. Up to \$3,000 in Tuition Reimbursement: one-year service pay-back;
  - 2. \$3,001 to \$6,000 in Tuition Reimbursement: two years' service pay-back;
  - 3. \$6,000 or more in Tuition Reimbursement: three years' service pay-back.
- D. The employee agrees to sign a Promissory Agreement in the form determined by RRCS for each installment of Tuition Reimbursement.

## Section 5. Plan of Study

- A. The employee must submit a Plan of Study before the course work begins.
- B. The employee agrees to identify any courses in his/her Plan of Study that is a repeat course and agrees to exclude such course from the request for Tuition Reimbursement.
- C. The Plan of Study must be approved by their immediate supervisor before any Tuition Reimbursement will be provided.
- D. The employee hereby acknowledges that no RRCS official or employee has authority to retroactively approve a Plan of Study or disburse any Tuition Reimbursement that has not been pre-approved.
- E. The requirements of this section also apply to any amendments to the employee's Plan of Study.

**Section 6. Waiver of Service Pay-Back or Reimbursement Requirements**

Rough Rock Community School Governing Board, in its sole discretion, may waive, in whole or in part, the service pay-back or reimbursement requirement of the employee in the case of extreme hardship or other good cause.

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

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governing Board Designee

\_\_\_\_\_  
Date

PROMISSORY AGREEMENT

\$ \_\_\_\_\_

I, \_\_\_\_\_, hereby acknowledge that Rough Rock Community School, Inc. provided to me and on my behalf the above-stated sum in the form of Tuition Reimbursement. In consideration therefore, I agree to comply with the terms and conditions of the Tuition Reimbursement Agreement I signed with Rough Rock Community School, Inc. I agree to return any Tuition Reimbursement via payroll deduction if I leave employment prior to completing the service pay-back to RRCS. To the extent an employee has satisfied part but not all of his/her service pay-back requirement, RRCS will credit the employee's reimbursement obligation as follows:

- 1. less than one year pay-back services provided: \$0 credit
- 2. one year pay-back services provided: \$3,000 credit
- 3. two years pay-back services provided: \$4,000 credit
- 4. three years pay-back services provided: \$6,000 credit

To the extent an employee receives more than \$6,000 in Tuition Reimbursement but provides less than three years of service pay-back, the employee agrees to reimburse RRCS via payroll deduction the total amount of Tuition Reimbursement less the applicable credit in accordance with the Agreement and the Rough Rock Community School, Inc. Tuition Reimbursement Policy.

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

\_\_\_\_\_  
Date

APPROVED

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

## ARTICLE VI. STANDARDS OF CONDUCT

### SECTION 6.01 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 RRCS. 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. 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 Executive Director and the 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 the Rough Rock Community School, Inc. in official functions as directed.
- J. Approve or disapprove documents in accordance with established policies and procedures.
- K. Maintain reporting relationships (line of authority/chain of command).
- 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. The supervisor shall at all times maintain a cooperative attitude toward all supervised staff for the accomplishment of defined goals.
- Q. The supervisor shall provide active support of supervised staff in accomplishing their assigned duties and their efforts toward professional development consistent with RRCS and departmental goals and policies and within the limits of available funds.
- R. The supervisor shall, at all times, adhere to all provisions of the Manual, including, but not limited to, ARTICLE VI. Section 6.02 STANDARDS OF CONDUCT FOR ALL EMPLOYEES, and shall enforce the terms thereof equally and fairly with regard to all supervised employees.
- S. Generally, employees of Rough Rock Community School, Inc. are expected to conduct themselves on the job in a respectable manner. Employees are considered to be on the job at all times when they are on campus or otherwise on official Rough Rock Community School, Inc. business on or off campus.

#### SECTION 6.02 STANDARDS OF CONDUCT FOR ALL EMPLOYEES

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

- A. The failure or refusal, without just cause, to obey or carry out any directives, instructions, assignments, or duties within the time designated by one in a position of authority for the performance of said directives, 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 policy adopted or published by the 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.



- G. Any act or failure to act which will foreseeably endanger or cause physical or emotional damage or educational or moral harm to any student of the Rough Rock Community School, Inc. at any time while said student is enrolled as a student. Rough Rock Community School, Inc. 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 which will foreseeably endanger or cause physical harm to another employee of the Rough Rock Community School, Inc.
- 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 Rough Rock Community School, Inc., or any employee or student thereof.
- J. Any violation of the Drug Free Workplace Policy (see ARTICLE VI. SECTION 6.04 et. seq.). This shall include the abuse, possession and usage while on duty of any 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, including uses prohibited by GSA rules.
- L. The use of RRCS or governmental property without proper authorization.
- M. The alteration without proper authority, or falsification of any official student or RRCS record, including 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 RRCS or any other employee or student of RRCS.
- O. No employee shall place or allow himself/herself to be placed in a situation or pursue a course of conduct involving a student which will or may be reasonably perceived by the student or such other person or persons who may also be present, as compromising to the welfare, morality or comfort of the student.
- 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 RRCS, its programs or operations.
- Q. No employee shall conduct or participate in any unauthorized political activity during working hours or while using RRCS property and facilities.

- R. No employee shall presume to speak for, or on behalf of, RRCS, the Board or the administration unless specifically authorized to do so. An employee who is officially designated to so speak shall at all times be accurate, shall exercise proper restraint, and shall show respect for the opinions of others when serving as a designated spokesperson in public statements and proceedings relating to RRCS, its policies or operations.
- S. Employees shall dress and limit display of physical ornamentation (tattoos; piercings; jewelry; and other ornamentation) in a manner appropriate and proper with respect to their position, the occasion and their function while on duty or when representing RRCS in any capacity. Inappropriate physical conditions (commonly referred to as hickeys, love marks, etc.) shall not be observable.
- 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 RRCS, without the specific authorization of the Executive Director .
- U. Failure of a supervisor to comply with Section 6.01 of this Manual.
- V. Employee shall not engage in any misconduct, abuse, or harassment of a sexual nature towards any other employee or student of Rough Rock Community School, Inc..
- W. Employee shall not use or be under the influence of any substance which may alter the mind or impair the physiological functioning while on duty.
- X. Employee arrested or convicted by any recognized police agency or judicial body for abusing or being under the influence of substances, including alcohol and or drugs, may be disciplined under these policies.
- Y. 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 promotion to a position at RRCS or affiliated with RRCS or any business transactions of RRCS.
- Z. Employee of the personnel office, will not obstruct another from eligibility certification or appointment under these policies, nor furnish special or unpublished information for the purpose of affecting the rights or prospects with respect to employment.
- AA. Employee shall not induce or attempt to induce any employee or student to commit an unlawful act or acts in violation of these policies, Navajo Nation, United States or State of Arizona laws or regulations.

- BB. Employee shall not engage in vending, soliciting or collecting contributions on the campus at any time, without prior written authorization of the Executive Director.
- CC. Employee shall not use equipment of RRCS without proper authorization.
- DD. Employees will at all times be responsible with money or property of RRCS. Carelessness or negligence with the same shall be a violation of these policies.
- EE. Any violation of the law of any jurisdiction while on RRCS property (including RRCS / GSA vehicles), on RRCS business (including travel) or while involved in any RRCS-related matter is prohibited by this Manual.
- FF. Employee shall not possess, consume, or be under the influence of any alcoholic beverage or controlled substance while on RRCS property (including RRCS / GSA vehicles), on RRCS business (including travel) or while involved in any RRCS-related matter.

**SECTION 6.03      CONSENSUAL AMOROUS RELATIONSHIPS**

Rough Rock Community School, Inc. strongly discourages any consensual amorous relationships involving any employee with another employee, and absolutely prohibits such a relationship between an employee and a supervisor where the supervisor has direct authority, influence or responsibility with regard to that employee. Such authority, influence or responsibility includes, but is by no means limited to, in the employment setting, carrying out assignments, evaluations, promotion or disciplinary decisions, and the instructional setting. Such situations tend to interfere with the objectivity of the supervisor's decisions with respect to the employee. In addition, the authoritative position of one party may create an environment that diminishes the freedom of the other to alter or terminate the relationship. Third parties may also be injured by a sexual relationship between other parties if they are denied privileges that accrue to those who participate in the relationship. Employees who allow personal relationships with co-workers to adversely affect the work environment will be subject to disciplinary action, up to and including termination.

**SECTION 6.04      DRUG-FREE WORKPLACE**

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

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

- A. *Conviction:* A finding of guilt or the imposition of sentence, or both, by a court of competent jurisdiction, concerning a criminal violation occurring in the workplace, of any drug law of the United States of America, the State of Arizona, or other state, or the Navajo Nation.
- B. *Drugs:* Alcoholic beverages, controlled substances as defined in the Controlled Substances Act, Schedules I through V, 21 U.S.C. 812, the laws of the State of Arizona, and the laws of the Navajo Nation and any lawful substance which, when used other than as intended by the manufacturer, alters the perception or physical reaction of the person using or consuming that substance or the vapors therefrom.
- C. *Drug Abuse:* Unlawful manufacture, distribution, dispensing, possession or use of an alcoholic beverage, controlled substance or an otherwise lawful substance which, when used other than as intended by the manufacturer, alters the perception or physical reaction of the person using or consuming that substance or the vapors therefrom.
- D. *Employee:* Every employee of Rough Rock Community School, Inc.
- E. *Workplace:* The grounds and buildings of Rough Rock Community School, Inc., all equipment and vehicles belonging to or under the authority of Rough Rock Community School, Inc., all roadways and parking lots within the exterior boundaries of the land granted to Rough Rock Community School, Inc. and any location where the employee is performing RRCS 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 Rough Rock Community School, Inc.

**SECTION 6.05 NOTICE TO EMPLOYEES**

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

**YOU ARE HEREBY NOTIFIED:**

- A. THAT the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance; the possession or use of an alcoholic beverage; and / or the use of an otherwise lawful substance which, when used other than as intended by the manufacturer, alters the perception or physical reaction of the person using or consuming that substance or the vapors therefrom, is strictly prohibited in the workplace.

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

**SECTION 6.06 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 ARTICLE VI. SECTION 6.05.
- B. Notify the Executive Director, or designee, in writing within five (5) calendar days of his or her conviction by any court of competent jurisdiction of drug abuse involving a controlled substance.
- C. Make available and permit inspection, for the purpose of assuring a drug-free workplace, of all government, RRCS and personal property in or brought into the workplace which is under the control or use of the employee. Any such inspection may be made without prior notice being given to the employee.

**SECTION 6.07 PROCEDURE UPON RECEIVING NOTICE OF DRUG ABUSE CONVICTION**

Upon receiving notice of a drug abuse conviction involving a controlled substance, and if disciplinary action has not been instituted by RRCS, the Executive Director shall provide the immediate supervisor of the convicted employee with a copy of said notice.

- A. The immediate supervisor of the employee so convicted shall immediately institute disciplinary action against the employee alleging violations of appropriate provisions of this Manual.

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

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

#### SECTION 6.08 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 RRCS year.

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

## SECTION 6.09 CONTROLLED SUBSTANCE AND ALCOHOL

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 RRCS property, in RRCS /GSA vehicles and / or while traveling to or from or on RRCS business. Any employee in violation of this policy shall be subject to removal from RRCS 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 RRCS activity or on RRCS property will not be allowed to be on RRCS property or to participate in RRCS 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 RRCS function has been impaired by the use of alcohol or a controlled substance. Reasonable suspicion shall be based on observations by RRCS 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 may 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 RRCS 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 for employees receiving a positive controlled substances or alcohol test, and RRCS may choose to support rehabilitation or other process at the discretion of RRCS.

## SECTION 6.10 SMOKING/CHEWING TOBACCO/CONTROLLED SUBSTANCES

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

**SECTION 6.11 PROHIBITION AGAINST TOBACCO, ALCOHOL AND / OR CONTROLLED SUBSTANCE RELATED CLOTHING MATERIAL AND / OR ITEMS**

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

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

**SECTION 6.12 MOTOR VEHICLE OPERATION**

RRCS has been directed by the Bureau of Indian Affairs (BIA) officials to adopt a Motor Vehicle Safety Policy consistent with that set forth in a memorandum from the Associate Deputy BIA of the Interior (“Memorandum”). While the above memo does not control RRCS, RRCS Board (Board) believes it to be in the best interest of RRCS, its students, staff and community to adopt a similar Motor Vehicle Operation Policy, a Rough Rock Community School, Inc. Motor Vehicle Operation Policy (RRCS Policy) in order to voluntarily comply with the BIA recommendation and to ensure the health, safety and welfare of its students, staff and community. RRCS also intends to remain compliant with operant Navajo Law in developing, establishing and implementing this policy. This policy is necessary given the documented, national problem and resulting tragedies from unsafe driving in general and particularly driving motor vehicles while under the influence of alcohol or controlled substances. Allowing such conduct or the reasonable possibility of such conduct in RRCS vehicles or in relation to RRCS or RRCS activities shall not be tolerated.

**A. Definitions:**

1. Employee: All RRCS permanent, temporary, intermittent, and contract employees; interns; student teachers.
2. Motor Vehicle: A RRCS, GSA owned, or privately owned, rented or leased motor vehicle with a gross vehicle weight rating (GVW) of less than 26,000 pounds, designed to transport less than 15 people, and which does not haul hazardous materials or tow vehicles with a GVW of 10,000 pounds or more (e.g. sedans, light trucks, sports utility vehicles (SUVs) and all-terrain vehicles (ATVs).
3. Motor Vehicle Operator: An Employee who drives a motor vehicle, including



commercial motor vehicles, in the performance of their duties and responsibilities.

4. Commercial Operator: An Employee who operates a commercial vehicle and is required to possess a Commercial Driver's License. (CDL).
5. Commercial Motor Vehicle: A vehicle having a GVW rating of more than 26,000 pounds, a vehicle towing a trailer weighing 10,000 pounds or more, a vehicle hauling hazardous materials which requires display signs noting the hazardous material content of the vehicle, a vehicle designed to transport 15 or more people including the driver, or a RRCS bus. Operators of these vehicles must have a valid CDL.

B. Driver Qualifications:

An Employee may be authorized to drive on RRCS business and / or relative to RRCS activities if he or she satisfies the following requirements:

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

C. Rules and Responsibilities:

1. Executive Director with the assistance of the Support Services Manager hereinafter is responsible for carrying out the requirements of this policy.
2. RRCS supervisors, administrators and other applicable employees must:
  - a. Carefully consider whether duties and responsibilities assigned to an Employee under their supervision require the operation of a motor vehicle in the performance of official or contractual duties, responsibilities or activities, including duties of record and other duties assigned or historically assigned to such positions or activities, and if so, insure that it is noted in the employee's position description and that possession of a valid driver's license be required for employment in that position;
  - b. Ensure that each RRCS Motor Vehicle Operator under their supervision possesses a valid driver's license that indicates State authorization to operate the class of vehicle required in the performance of his / her duties. This responsibility is met by ensuring each employee completes the annual Authorization Process described in Section V of this Policy, which includes a requirement to conduct an annual review of the employee's current license and a current motor vehicle driving record. If at any time the supervisor has a concern with an employee's driving record, he or she will initiate a review of the employee's driving record. Failure to meet this responsibility may result in disciplinary action against the supervisor;
  - c. Ensure that all term contracts and commercial contracts under their administration, at the time of contract renewal, include certification from the employees and third party contractors certifying that they will self-administer and ensure compliance with the requirements of this policy;
  - d. Based on available information , ensure no authorization is given to individuals with restricted driving privileges (i.e., home to work licenses);
  - e. Ensure that no Motor Vehicle Operator is permitted to operate a "motor vehicle" in the performance of official duties while: (i) intoxicated or influenced by ingesting controlled substances or consuming intoxicating beverages, including any impairment resulting from the use of prescription or over-the-counter drugs; or (ii) impaired by a medical or physical condition, or other factor that affects his / her motor skills, reaction time, or concentration;
  - f. Immediately terminate driving privileges for a Motor Vehicle Operator who is:

- i. Arrested for, charged with, or convicted of Reckless Driving, Driving While Intoxicated (DWI), or Driving Under the Influence (DUI);
  - ii. Arrested for, charged with, or convicted of a criminal offence related to a traffic incident involving alcohol or drugs, including but not limited to vehicular homicide, vehicular manslaughter, or endangerment;
  - iii. Disqualified from holding a State driver's license, including restriction, suspension, revocation, or cancellation of a State driver's license for the type and class of vehicle operated;
  - iv. If Employee is required to possess a CDL to perform employee's job related duties and upon request, fails to provide a valid CDL medical certificate;
  - v. If no positions are available, for which employee is qualified, that do not require a valid driver's license, the supervisor shall initiate termination proceedings under RRCS policies.
- g. As directed in this Policy, take appropriate action when a Motor Vehicle Operator:
- i. Is convicted for operating a motor vehicle under the intoxicating influence of alcohol, narcotics, or pathogenic drugs;
  - ii. Is convicted of leaving the scene of an accident without making his or her identity known;
  - iii. Is not qualified to operate a "motor vehicle" safely because of a physical or medical condition;
  - iv. No longer possesses a State license by revocation or suspension;
  - v. Fails to report incidences noted in paragraph 6 above to his or her supervisor;
  - vi. Exhibits behaviors inconsistent with the safe and prudent operation of a motor vehicle;
  - vii. Employee's supervisor shall initiate appropriate disciplinary

action against employee pursuant to RRCS Policies and Procedures, up to and including termination.

- h. Although not required of RRCS, a supervisor may, where appropriate, recommend the Employee Assistance Program (EAP) and other programs to employees whose performance appears impaired by the use of controlled substances, prescription drugs, or intoxicating beverages. Employee has no right to this action; it is entirely at the discretion of RRCS and is not a condition to nor does it preclude termination; and
    - i. Take appropriate actions to investigate allegations of employee's alcohol or drug abuse problem or history of unsafe driving, regardless of whether or not the employee has ever been charged with an offense. Supervisors may at their discretion, consider a pattern of unsafe driving acts as a factor in determining whether an employee meeting driver qualifications. (For example, an Employee is convicted of DWI or other unsafe driving practices over a 10 year period, with DWI arrest longer than three-years preceding their submittal of GSA Form 3607 or similar RRCS Form, Motor Vehicle Operator' License and Driving Record).
  3. Employees, generally have responsibility to inform supervisors of operator incidents or behaviors that would be considered covered by this policy or represent unsafe driving behavior. All Employees share an affirmative duty to ensure RRCS vehicles are used properly by responsible individuals who have a high regard for both personal and public safety while operating a government vehicle. Employees shall report any suspected violations to their supervisor.

D. Operator Requirements:

Motor Vehicle Operators must:

1. Comply with State, local and tribal traffic laws and the lawful instruction of emergency and law enforcement personnel;
2. Abstain from ingesting controlled substances, intoxicating beverages, prescription drugs or other medications that caution against operating a motor vehicle when taken to avoid being impaired while driving;
3. Not transport intoxicating beverages, controlled substances, or any passenger who is in possession of intoxicating beverages or controlled substances without written approval of immediate supervisor. Exceptions to this prohibition are allowed for social services, emergency, and law enforcement personnel whose duties and responsibilities require otherwise;

4. Not transport unauthorized passengers in a RRCS owned or leased motor vehicle;
5. Report to his / her supervisor any medical or physical condition, including the use of controlled substances, prescription or over-the-counter drugs, which may impair the driver from the safe operation of a motor vehicle;
6. Successfully complete the Defensive Driving Training and Test at least every three year;
7. Notify their supervisor if their State driving privileges are restricted, suspended, revoked, or canceled, or if they have otherwise disqualified from holding a license. Employees are also responsible for reporting any situation that may alter their authorization or ability to operate a motor vehicle, such as any legal or court ordered suspension of driving privileges or any limiting medical condition;
8. Report all incidents involving a “motor vehicle” that occur during the performance of their official duties;
9. Report all on-duty incidents involving a “motor vehicle” that could result in a violation, citation, charge, arrest, warrant, or civil action;
10. Report all incidents involving a ‘motor vehicle’ and the use of controlled substances or intoxicating beverages; impairment resulting from prescription or over-the-counter drugs, illness, or medical condition; or other factors that impair concentration, motor skills or reaction time;
11. Report any restriction, suspension, revocation, or cancellation of their driver’s license, for any length of time, or any disqualification from holding a State, commercial or international operator’s license; and
12. Notify supervisors of these incidents no later than the following business day after their occurrence. Failure to inform the supervisor of any such situation may subject Employees to disciplinary action.

#### E. Authorization Procedures

1. All employees and term contract employees whose job requires operation of a motor vehicle must annually request authorization to operate a motor vehicle in carrying out the duties of their positions.
2. All Employees and term contract Employees must annually submit to their supervisor a current print out of their driving record. It is Employee’s

responsibility to timely submit the driving record. Failure to submit the driving record shall be grounds for the nonrenewal of Employee's employment contract and disciplinary action. The Human Relations Office will assist in this process upon Employee's request.

3. Supervisors will review the driving record and take action as appropriate, including the renewal or revocation of RRCS driving privileges."
4. The Safety Officer identified in Section III of these policies will review the submitted forms and request a copy of the applicant's driving record from the appropriate State motor vehicle office(s) and if appropriate and where feasible, the tribal court where employees primarily operate motor vehicles within that tribal jurisdiction.
5. Upon receipt of a favorable review of the driving record, the safety officer will complete Section V—Certification of Eligibility and Authorization, sign and date, certifying that the individual meets his RRCS driver qualifications.
6. Based on the safety officer's report that the applicant is not qualified, the supervisor will not issue or will revoke a Motor Vehicle operator Authorization and take action as described in Section III.B.6. of this Policy. Supervisors are reminded that they may be personally liable if they authorize an employee to operate a motor vehicle on government business if an employee is determined not to be qualified by virtue of failing to meet qualification standards.

#### F. Failure to Report Incidents Involving Motor Vehicles

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

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

## SECTION 6.13 ANTI-HARASSMENT

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

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

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

#### Definition of Terms

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

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

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

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

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



education by creating an intimidating, hostile, humiliating or sexually offensive employment or educational environment.

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

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

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

"Bullying" for the purpose of this policy is the repeated use by one or more individuals of a written, verbal or electronic expression or a physical act or gesture or any combination thereof, directed at a victim that:

1. causes physical or emotional harm to the victim or damage the victim's property;
2. places the victim in reasonable fear of harm to himself or of damage to his property;
3. creates a hostile environment at work, school, or RRCS related activities for the victim;
4. infringes on the rights of the victim at work, school or RRCS related activities;
5. materially and substantially disrupts the work or education process or the orderly operation of RRCS.

"Cyber-bullying" for the purpose of this policy is defined as bullying through the use of technology or any electronic communication, which shall include, but shall not be limited to, any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photo electronic or photo optical system including, but not limited to, electronic mail, internet communications, instant messages or facsimile communications. Cyber-bullying shall also include (1) the creation of a web page or blog in which the creator assumes the identity of another person or (2) the knowing impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in clauses (1) to (5), inclusive, of the definition of bullying. Cyber-bullying shall also include the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons, if the distribution or posting creates any of the conditions enumerated in clauses (1) to (5), inclusive, of the definition of bullying.

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

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

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

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

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

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

1. focus on changing behavior rather than simply punishing the offender;
2. engage students and staff in dialogue so that they may learn more about the impacts of behaviors and attitudes;
3. maintain, as much as practicable, the confidentiality of the alleged victims and offenders by involving as few people as possible in the resolution of the problem; protect the complainant from retaliation;
4. ensure prompt and thorough attention to all complaints; and,
5. stop the discrimination or harassment

Students may report incidents they believe involve discrimination or harassment to any employee. Any employee who has received a report regarding a student, verbally or in writing, will forward the report to Executive Director or their supervisor within twenty-four (24) hours of receipt. Staff may also report incidents regarding adults to their supervisor, Executive Director, or in the event of a conflict, to the Board President. SCAN

reports shall be filed separately as applicable and as required.

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

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

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

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

In cases involving a student alleged to have made discriminatory or harassing conduct or communication, the Executive Director or his/her designee will be the investigating officer. Harassment or discrimination is determined from the viewpoint of a reasonable person in the complainant's situation. When an individual complains about harassment, RRCS must assess the facts and circumstances from that viewpoint.

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

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

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

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

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

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

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

APPENDIX VI-A DISCRIMINATION/HARASSMENT REPORT FORM

COMPLAINT FORM

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

Please print:

Name:

Date:

Address:

Telephone No.(s):

During the hours of:

I wish to complain against:

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

Address:

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

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

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

NAME

ADDRESS

TELEPHONE NO.

The projected solution:

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

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

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

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

SECTION 6.14

CHILD ABUSE DETECTION, REPORTING, PREVENTION

A. Statement of General Policy:

It is the policy of Rough Rock Community School, Inc. that child abuse, whether physical, emotional or sexual, be recognized and reported to the proper authorities. It shall be the duty and responsibility of each and every member of the Rough Rock Community School, Inc. staff in contact with students to be aware of the criteria for identifying a student's mood, conduct and physical condition as they may suggest the presence of abusive influences and experiences and to report the same to the appropriate authority. All RRCS staff whose duties require regular contact with students shall receive training in the recognition of the symptoms of abuse, recommended methodologies of interacting and counseling with students who are suspected to be the victim of abuse and the record keeping and reporting procedures promulgated in support of this policy. This policy is enacted pursuant to the Indian Child Protection and Family Violence Prevention Act, P.L. 101-630, 1990.

B. Requirements and Protocol for Reporting Suspected Child Abuse/Neglect (SCAN).

1. Introduction:

Child abuse has been and remains a paramount issue at Rough Rock Community School, Inc. (RRCS). RRCS considers the detection and prevention of child abuse to be of the utmost importance, understands the requirements under the law for its employees to report suspected child abuse, and is committed to eradicating all forms of child abuse where possible. Child abuse reporting also places a tremendous burden on the staff and resources of RRCS. It is the intent of RRCS to be fully compliant with all reporting laws. It is RRCS's belief that adoption and implementation of the requirements and protocols set forth by the BIE is the appropriate way to insure compliance, provide maximum protection to children, and provide an informed, reasonable, consistent application of these requirements.

2. Authorities:

- a. Public Law 101-630, as amended, (Codified in 25 United States Code 3203, § 1169), Indian Child Protection and Family Violence Prevention Act, as amended, requires that any person identified as a Mandated Reporter who knows or has a reasonable suspicion that a child has been abused in Indian country, must report the information to the local protective services agency or local law enforcement agency. Further, if the Mandated Reporter knows or has a reasonable suspicion that actions are being taken, or are

going to be taken, that would reasonably be expected to result in the abuse of a child in Indian country he / she must report the information to the local protective services agency or local law enforcement agency. Public Law 101-630 also specifically identifies positions designated as Mandatory Reporters, outlines the penalties for Mandated Reporters who fail to immediately report such abuse or actions described to the proper authorities, and the penalties for supervisors, or those having authority over Mandated Reporters, who prevent or inhibit a Mandated Reporter from making the proper reports (Appendix A).

- b. Public Law 101-647, (Codified in 42 United States Code Section 13031), *Crime Control Act of 1990, Subchapter IV – Child Abuse Reporting*, requires that any person who, while in a professional capacity or activity on Federal land or in a federally operated (or contracted) facility, learns of facts that give reason to suspect that a child has suffered an incident of child abuse, shall as soon as possible make a report of the suspected abuse to the agency designated to receive the report (*Appendix B*).

### 3. Notification of Responsibilities

Each RRCS employee will receive notice of their responsibilities as a Mandated Reporter of child abuse upon initial employment and annually thereafter. The notification will be in writing and the employee will sign that they did receive a copy of the notice. At a minimum, the notice will include: (1) all of the positions designated as Mandatory Reporters; (2) when a Mandated Reporter must report child abuse or suspected child abuse; (3) how the Mandated Reporter is to report the information; and (4) the ramifications for not reporting child abuse or suspected child abuse.

## C. Mandatory Reporters

1. Introduction: Public Law 101-630 (codified in 25 U.S.C. 3203 § 1169) and Public Law 101-647 (codified in 42 U.S.C. § 13031) require that specific individuals working in fields that come into contact with children who know or have a reasonable suspicion that a child was abused in Indian country, Federal land or federally operated facility must immediately report such abuse. This chapter covers the requirements for Mandatory Reporters.
2. Positions Designated as Mandatory Reporters.
  - a. The following are the positions that are designated as Mandatory Reporters at RRCS:



- i. ALL RRCS STAFF
  - ii. RRCS counselors
- b. Additional Mandated Reporters that may have an impact on RRCS positions include:
  - i. Nurses/physicians/surgeons
  - ii. Dentists/dental hygienists
  - iii. OPAC metrists
  - ii. Medical examiners
  - v. EMTs/paramedics
  - iii. Health care providers
  - vii. Headstart teachers
  - iv. Public assistance workers
  - v. Group home, day care, student Residential workers
  - x. Social workers
  - vi. Mental health personnel
  - xii. Law enforcement officers
  - vii. Probation officers
  - viii. Juvenile rehabilitation or detention workers
  - ix. Personnel responsible for enforcing laws and judicial orders
  - x. School Board members

3. Reporting Requirements.

Mandated Reporters who learn of facts that give reason to suspect that a child has suffered an incident of child abuse; know or have a reasonable suspicion that a child was abused in Indian country; OR know that actions are being taken OR

will be taken that would reasonably be expected to result in the abuse of a child in Indian country, MUST immediately contact local law enforcement and local child protective services.

Chapter 3, Child Abuse Reporting Process, covers specifically how a Mandated Reporter is to report such information within RRCS.

4. Failure to Report Child Abuse.

Mandated Reporters who, while engaged in a professional capacity or activity at RRCS or at RRCS activities or functions, or on Federal land or in federally operated (or contracted) facility, learns of facts that give reason to suspect that a child has suffered an incident of child abuse, as defined in Public Law 101-630 and Public Law 101-647, and fails to make a timely report as required, shall be guilty of a Class B misdemeanor. The person may also be fined up to \$5,000 and / or imprisoned up to 6 months in jail.

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

In instances where it has been determined that a RRCS employee has failed to report child abuse as required, RRCS will take disciplinary action against the employee including removal. RRCS will also take action against employees who fail to report child abuse in a timely manner. Timely is defined as within the timeframes established in Section 6.14 Child Abuse Detection, Reporting, and Prevention. D. Child Abuse Reporting Protocol:

- I. Reporting Format – SCAN Report. The Suspected Child Abuse/Neglect (SCAN) & Employee Incident Reporting Protocol is the referenced material used for reporting incidents of suspected child abuse. Report, will be referred to as the “SCAN Report” (*See Appendix D. on the BIE website*) A report of suspected abuse is the equivalent of a request for an investigation by local law enforcement and / or child protection authorities. The formal investigation is the lawful assessment by an authorized agency to determine if a harmful condition exists involving a minor and what emergency action should be undertaken for the safety of the minor. RRCS’ role is to ensure the suspected child abuse is reported in a manner that is clear and as accurate as possible so that an investigation can be initiated by the proper authorities without delay.

A SCAN Report will be completed when a Mandated Reporter, while engaged in a professional capacity or activity, learns of facts that give reason to suspect that a child has suffered an incident of child abuse. The Mandated Reporter does not have to prove the suspected child abuse has occurred when making a report, but they must describe the behavior or physical signs that led them to suspect a child was abused. Persons who make a report of child abuse based upon

their reasonable belief and in good faith are immune from civil and criminal liability. The Mandated Reporter will contact their immediate supervisor and work with their supervisor to complete the report. The report must be completed within the Mandated Reporter's regularly scheduled workday and the SCAN Report must be submitted / distributed to the proper RRCS officials in the timeframes established in this Chapter. The specific reporting timeframes are identified in 3.4 of this chapter and specific instructions on how to complete the SCAN Report are contained in *Appendix B on the BIE Website*.

If the suspected abuser is the Mandated Reporter's immediate supervisor or if the Mandated Reporter has concerns about reporting directly to their immediate supervisor they may submit the SCAN Report directly to the RRCS Executive Director or if there are similar concerns regarding the Executive Director, to the President of the RRCS Board. SCAN reports will not be kept at the school, all SCAN reports are sent to the agent of Bureau of Indian Education (BIE).

2. Types of Abuse. Child abuse can take many forms; however, there are four major types of abuse that must be reported. When completing a SCAN Report it is crucial that the individual completing the report indicates the specific type of abuse for which they have knowledge of or suspicion of. For reporting purposes, any knowledge of or suspicion of sexual abuse, physical abuse, emotional abuse, or physical and / or emotional neglect, must be documented and reported to the proper law enforcement and child protection authorities.

The definition of abuse can vary depending on the perspective of the individual. However, Public Law 101-630 and Public Law 101-647 define 'abuse' as follows:

- a. Public Law 101-630 Definitions. Any case in which a child is dead, or exhibits evidence of skin bruising, bleeding; malnutrition, failure to thrive, burns, fracture of any bone, subdural hematoma, soft tissue swelling, and such conditions that are not justifiably explained or may not be the product of an accidental occurrence; and any case in which a child is subjected to sexual assault, sexual molestation, sexual exploitation, sexual contact or prostitution.

Child abuse does include child neglect. Child neglect includes but is not limited to negligent treatment or maltreatment of a child by a person, including a person responsible for the child's welfare, under circumstances which indicate that the child's health or welfare is harmed or threatened.

A 'child' is defined as an individual that is not married, and has not attained 18 years of age.

- b. Public Law 101-647 Definitions. The term "child abuse" means the physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child. The term "child abuse" shall not include discipline administered by a parent or legal guardian to his or her child provided it is reasonable in manner and moderate in degree and otherwise does not constitute cruelty. Additionally, the following definitions are provided:
- i. The term "physical injury" includes but is not limited to lacerations, fractured bones, burns, internal injuries, severe bruising or serious bodily harm;
  - ii. The term "mental injury" means harm to a child's psychological or intellectual functioning which may be exhibited by severe anxiety, depression, withdrawal or outward aggressive behavior, or a combination of those behaviors, which may be demonstrated by a change in behavior, emotional response or cognition;
  - iii. The term "sexual abuse" includes the employment, use, persuasion, inducement, enticement, or coercion of a child to engage in, or assist another person to engage in, sexually explicit conduct or the rape, molestation, prostitution, or other form of sexual exploitation of children, or incest with children;
  - iv. The term "sexually explicit conduct" means actual or simulated – (1) sexual intercourse, including sexual contact in the manner of genital-genital, oral-genital, anal-genital, or oral-anal contact, whether between persons of the same or of opposite sex; sexual contact means the intentional touching, either directly or through clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of any person with an intent to abuse, humiliate, harass, degrade, or arouse or gratify sexual desire of any person; (2) bestiality; (3) masturbation; (4) lascivious exhibition of the genitals or pubic area of a person or animal; or (5) sadistic or masochistic abuse;
  - v. The term "exploitation" means child pornography or child prostitution;
  - vi. The term "negligent treatment" means the failure to provide, for reasons other than poverty, adequate food, clothing, shelter, or medical care so as to seriously endanger the physical health of the child.

3. Reporting to BIE SCAN SPECIALIST:

All suspected incidents of child abuse shall be reported to the BIE SCAN specialist by the RRCS designated official mandated reporter: Executive Director immediately.

4. Reporting to RRCS Management:

All suspected incidents of child abuse shall be reported to the Executive Director who is the RRCS official mandated reporter by any staff member who suspects incidents of child abuse. Staff members who suspect incidents of child abuse shall verbally make their reports to the Executive Director.

5. Employee Incident Report:

The BIE also requires all non-physical incidents involving students and staff to be reported. Non-physical incidents is defined as: Activities that occur that do not meet the definitions of "abuse" where no physical contact occurred and which involve employees are considered an "Incident". This includes but is not limited to:

- a. RRCS employee engaged in discourteous conduct involving a student, such as using inappropriate language, making inappropriate comments of a non-sexual manner, calling names, insulting or humiliating a child, shouting, cursing, etc.
- b. As stated in 62 BIAM 9.12 "Corporal punishment of all kinds, and solitary confinement, or anything which smacks of imprisonment calculated to bring shame and humiliation upon pupils, is prohibited and may be made the basis for charges with a view to possible dismissal".
- c. Other. Incidents that do not meet the definition of child abuse but are criminal in nature should be reported directly to local law enforcement. If RRCS employees are involved in such incidents, such incidents shall also be reported to the Executive Director who will make the proper report to the SCAN BIE Program Specialist. Examples of criminal incidents include, but are not limited to:
  - i. Confirmed or suspected drinking with, transferring, or selling intoxicants to students on or off RRCS premises;
  - ii. Confirmed or suspected transferring or selling marijuana, narcotics, or dangerous drugs to students on or off RRCS premises;

- iii. Confirmed or suspected transferring or selling prohibited items such as cigarettes or chewing Tobacco to students on or off RRCS premises;
  - iv. Any situation that is comparable in nature to the examples and situations identified above.
- d. This section shall be reported by any staff member using the Employee Incident Report form (Appendix E on the BIE website), which will be used to document non-physical incidents involving employee(s). The Executive Director will intervene immediately to establish the validity of the report and resolve the issue(s) at the lowest level and as expeditiously as possible. A copy of the initial report with follow-up information will be submitted to the SCAN Program Specialist.

6. Confidentiality:

All cases of child abuse allegations shall be treated within the guidelines of Federal laws protecting children, employees, and all parties involved. Confidentiality must be a priority throughout the process. The Mandated Reporter may remain anonymous, but in order to document that a Mandated Reporter did not fail to report child abuse in accordance with Federal law, and so that law enforcement and child protective services can contact the Mandated Reporter if they need additional information, a SCAN Report must be completed. The SCAN Report has a section regarding protecting the confidentiality of individuals involved. On the appropriate section, the Mandatory Reporter must indicate if they want their identity protected and initial their intent on the SCAN Report. The identity of all reported victims must always be protected and must not be disclosed to anyone who does not have a need to know. Individuals who have a need to know are limited to the Mandated Reporter, direct supervisors, the Executive Director, the Principal, Employee/Labor Relations, the Program Specialist, School Safety Specialists, Law Enforcement, and Child Protective Services. Dissemination, distribution, copying, or unauthorized use of the information contained in the SCAN Report or official SCAN Report file is strictly prohibited. The identity of the person making a child abuse report will not be disclosed to individuals who do not have a need to know the information as part of their official duties without the written consent of the individual. However, an investigative agency (law enforcement or social services) may provide information, records and the name of the informant without written consent to a court of competent jurisdiction or an employee of a tribe, state or the Federal Government who needs to know the information in the performance of his / her duties.

E. Post Report Action:

1. Introduction. When an incident occurs that warrants a SCAN Report being completed, it is critical that the SCAN Report be completed accurately and that all the appropriate notifications are made. Of equal importance is the action that is taken after the SCAN Report has been completed. Depending on the seriousness, there is some action that must be taken almost simultaneously to completing the SCAN Report.

The Executive Director or appropriate personnel would address whether there is a need for protection of the child and what action is required to ensure the protection and well-being of the child. Depending on the seriousness and the direction received from local law enforcement or child protection services action may include but is not limited to: medical attention, counseling services, removal or protective placement, contacting relatives, etc. All arrangements to protect the child shall be made immediately in conjunction with law enforcement and child protection services.

- a. Mandatory Segregation. An employee, against whom an allegation of child abuse has been raised, will be immediately segregated from contact with or control over all children. The employee will also be immediately removed from contact with or control over all children and placed on administrative leave with pay. The employee will be advised that they must be available for contact by local law enforcement and / or child protection services as part of the post report action.

A non-employee, against whom an allegation of child abuse has been raised, will be immediately segregated from contact with or control over all children until the incident is resolved. The individual will be advised that they must be available for contact by local law enforcement, child protection services, the Executive Director, or the Executive Director's designee as part of the post report action.

A non-employee not directly associated with RRCS such as a volunteer, relative, vendor, visitor, against whom an allegation of child abuse has been raised, will be immediately removed from contact with or control over all children until the incident is resolved.

When an allegation of sexual abuse has been raised where the alleged offender is another student, it is filed immediately as a SCAN report. All other child-on-child incidents are addressed in accordance with the previously established procedures at RRCS.

3. Notification to Alleged Offender:

Employees, against whom allegations of child abuse have been raised, must

be notified in writing of the allegation and the resulting actions that will be taken. The notification of the allegation will include the date of the SCAN Report, the type of abuse alleged, and a brief summary of the allegation. The resulting actions refer to the mandatory segregation, and the possibility that the SCAN Report may result in action that may impact their employment and / or their suitability to work with children.

Non-employees, against whom allegations of child abuse have been raised, must be notified in writing of the allegation and the resulting actions that will be taken. The notification of the allegation will include the date of the SCAN Report, the type of abuse alleged, and a brief summary of the allegation. The resulting actions refer to the mandatory segregation, expected duration of denial of contact or control over children. If the allegations are substantiated the possibility that the SCAN Report may result in action that may impact their volunteer/employment status and / or their suitability to work with children.

Non-employees not directly associated with RRCS such as volunteers, relatives, vendors, visitors, against whom allegations of child abuse have been raised, will not be issued any notices in writing unless deemed necessary by the Executive Director or Executive Director's designee.

Students, against whom allegations of child abuse have been raised, other than sexual abuse, will be handled in accordance with the procedures already in place.

4. Closing a SCAN Report and Notification to Alleged Offender:

A closure notification will be issued to the individual against whom an allegation of child abuse was raised (*Appendix J on the BIE website*). The notification will be issued in person so that the Executive Director or Executive Director's designee can go over the contents of the notification with the individual. The individual will sign a receipt page to document that they were informed of the closure of the SCAN Report. The signature receipt along with a copy of the notification will be included in the official SCAN Report file. This final action closes the SCAN Report. If administrative or proactive action is proposed or corrective action is required that affects the employee, it is the responsibility of the Executive Director or Executive Director's designee to ensure that any action(s) documented in the SCAN Action Plan are acted upon and followed through.

F. Training

1. Introduction. To ensure that the child protection procedures are implemented properly and that all RRCS employees understand their responsibilities as Mandated Reporters, training will be conducted on a regularly scheduled basis.



2. Awareness Training. Each RRCS employee will receive a pamphlet advising them of the requirements of their positions to include the reporting of child abuse or suspected child abuse. The RRCS employee will receive the pamphlet immediately upon hire, before beginning contact with children and annually thereafter.
3. Mandated Reporters. All RRCS employees must attend a re-orientation on these reporting requirements. The Mandated Reporters will receive the briefing upon hiring and annually at the beginning of each Residential year. Attendance is mandatory and will be documented through employee signature of attendance rosters. The documentation of attendance will be maintained by the Executive Director or Executive Director's designee. Any employee who refuses to attend the training will have appropriate administrative action taken against them.
4. Supervisory Positions. All RRCS supervisors must attend trainings on the requirements of Mandated Reporters and the responsibilities of supervisors. The training will include the proper completion of SCAN Reports and the follow-up procedures. Upon completion of the trainings the supervisors will be qualified to administer the trainings to their employees on the requirements of Mandated Reporters. The supervisors will receive the briefing upon hiring and annually prior to the beginning of each Academic year. Attendance is mandatory and will be documented through certificates that will be issued to attendees. The documentation of attendance will be maintained by the Human Resources office. Any employee who refuses to attend the training will have appropriate administrative action taken against them.

G. Miscellaneous

1. The initial SCAN Report must be completed immediately and no less than one (1) hour after the incident occurred or information was received which created the reasonable suspicion.
2. Where allegations are made against any of the responsible parties noted herein, their functions and duties under these policies shall be assumed by their Supervisor or a person appointed by the Executive Director. If any such allegations relate to the Executive Director, then the Executive Director's functions under these policies shall be assumed by the Board President or the President's designee.
3. It shall be a violation of RRCS policy for any RRCS employee to fail to report or otherwise act as required by these policies. Any such violation will be grounds for disciplinary action, up to and including, termination of employment.

## ARTICLE VII. DISCIPLINARY

### SECTION 7.01 DISCIPLINARY ACTION

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

Reassignment with Pay is a Non-Adverse and an employee may be temporarily reassigned with pay by the Executive Director, or in the case of the Executive Director, the Board:

1. To allow RRCS to complete an investigation while maintaining the status quo; and/or;
2. To protect the health, safety and welfare of the students, staff, employees and all other parties; and/or;
3. Other considerations relating to the rights of the parties or others; and/or;
4. And/or as may otherwise be in the best interest of RRCS and the orderly operation of RRCS.

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

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

1. The employee's evaluation procedure or the resulting evaluations.
2. Letters or memoranda directed to an employee containing directives or instructions for future conduct.
3. Counseling of an employee concerning expectations of future conduct.
4. Expectation Agreements, Professional Development Plans and Personal Improvement Plans.
5. Counseling Memoranda - Counseling memoranda may be used to inform employees of the above-described matters. Counseling memos are not discipline or disciplinary action. Counseling memos are to be considered a positive, pro-active, cooperative approach to potential problems. They also serve to provide notice to employees of potential problem areas prior to them becoming discipline issues.

#### D. Types of Disciplinary Action

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

1. Warning (Written): When a warning (Written) is issued, it should be done in private and a copy of the letter covering the details of the warning sent to the Human Resources Office. Where appropriate, a reasonable period of time for improvement or corrections will be allowed before taking further action. Written warning will, upon the employee's written request, be removed from an employee's personnel file after a 12-month good conduct period.
2. Suspension: Suspension consists of a period of time during which an employee will not work and shall not receive compensation. The maximum suspension period shall be thirty working days.
3. Termination: Involuntary Termination is covered in Section 8.02 of this Manual.
4. Demotion
5. Non-renewal of a contract of an employee employed by RRCS.
6. Reassignment with Pay - An employee may be temporarily reassigned with pay by the Superintendent or Board to allow the School to complete an investigation while maintaining the status quo; to protect the health, safety and welfare of the students,

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

- E. RRCS School Board and supervisors reserves the right, through the adoption of this Manual, to not follow any progressive discipline procedures. The facts, circumstances and severity of violations of this Manual shall determine the level of discipline imposed.
- F. Guidelines and Procedures for Disciplinary Actions:
  - 1. Initiation of Disciplinary Action. Disciplinary action may be initiated only by an employee's supervisor, department supervisor or by the Executive Director, or in cases involving the Executive Director, the Board. The employee's shall be notified in writing of the disciplinary action and the basis therefore. The employee's department supervisor or his/her designee, shall serve the employee the written disciplinary action in private. A witness shall be present. The employee shall be given an opportunity to sign the written disciplinary action only to acknowledge receipt of such disciplinary action. If the employee refuses to sign receipt of disciplinary action, it shall be noted on the written disciplinary action. Copies shall be supplied to the appropriate department supervisor, and the Human Resources Manager for placement in the employee's personnel file.
  - 2. Authority to Carry out Disciplinary Action. Disciplinary action in the form of a written warning may be carried out by the appropriate department supervisor. Disciplinary action in the form of suspension with or without pay requires the approval of the Executive Director. Disciplinary action in the form of termination requires the approval of the Board.
  - 3. Termination
  - 4. Notification of Disciplinary Action. Each form of disciplinary action shall include written notification to the employee which includes:
    - a. A description of the specific acts or admissions upon which the disciplinary action is based;
    - b. An identification and / or description of the policies, laws, regulations, guidelines or other requirements which were violated by the employee's acts or omissions;

- c. A summary of any, if any, prior discussions and / or formal or informal disciplinary actions regarding similar related or other matters/violations. Prior discussions or actions are not required and disciplinary action may be imposed without them;
- d. The disciplinary action to be taken including dates and duration where applicable;
- e. The improvement or correction expected, if applicable; the consequences of the employee's failure to make required improvements or correction or if such conduct or actions continue;
- f. The appropriate appeal procedure.

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

- 5. An employee may file an appeal regarding any formal disciplinary action. Employee should refer to the applicable policy, 7.02, for appeal procedures and timelines. Employee's failure to know and use the proper appeal procedure shall constitute a waiver of any such appeal.

Notice under these disciplinary, appeal, grievance and termination policies shall be deemed given upon delivery to an employee or upon the employee signing for and receiving the certified mail and at the time the employee signed the employment personnel policies procedures acknowledgment form. Notice will be sent certified mail with return receipt, via personal process server and/or by designated RRCS staff members.

An Employee must, and as part of their contract with RRCS, agrees to exhaust this and all other possible remedies provided by RRCS prior to taking any action outside these policies. Employee's failure to exhaust Employee's remedies provided under this contract shall be a breach of their contract and grounds for disciplinary action, up to and including termination of employment. Further action, including

action outside RRCS is contractually barred if employee fails to exhaust the remedies available under these policies.

## SECTION 7.02 APPEALS PROCEDURE

### A. Purpose

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

### B. Application

This procedure shall be used for actions regarding warnings, suspensions, and demotions.

### C. Eligibility

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

### D. Procedure

1. Appeals must be filed with the employee's immediate supervisor as set forth below, or if the appeal is by the Executive Director, with the Board President. The appeal must state with specificity the action being appealed and must include specific grounds for the appeal including, but not limited to, all relevant facts, circumstances, dates, times, places, statements and witnesses. Appeals not containing the above shall be dismissed and employee will be deemed to have waived employee's right to appeal.
2. Any employee desiring to file an appeal must do so within five (5) working days after being notified that they have been warned, suspended or demoted. Appeals not filed within the designated time frames shall not be considered. Employee, for the purposes of this section shall be deemed to have been "notified" of the disciplinary action at the time the notice of disciplinary action is delivered to employee or three (3) days after the notice of disciplinary action has been mailed to employee's last address of record with RRCS.
3. The immediate supervisor may within five (5) working days of receiving the appeal elect to resolve the appeal in writing or refer it to the Executive Director with recommendations. The immediate supervisor shall provide employee notice of supervisor's action.

4. If the immediate supervisor takes no action within five (5) working days of receiving the appeal, employee may, within the five (5) working days thereafter, appeal the decision to the Executive Director.
5. If the immediate supervisor issues a written decision on the appeal, the employee may, in writing, within five (5) working days of the date of notice of the written decision, appeal the decision to the Executive Director. Employee's request for further appeal shall be in writing, state the basis for the appeal and be delivered to the Executive Director's office within the above five (5) working day period. Employee may come on to campus, notwithstanding employee's letter of reassignment, to deliver this and any other further appeal unless expressly directed otherwise.
6. If the employee timely appeals the immediate supervisor's decision or the immediate supervisor refers the appeal to the Superintendent, the Superintendent shall resolve the matter with employee's concurrence or hold a hearing within ten (10) working days after employee's appeal to the Superintendent and render a decision that either supports or dismisses the appeal within ten (10) days of the hearing. Written notice of the time and place of the hearing shall be delivered or mailed to the employee five (5) days before the hearing. The Superintendent may allow the appellant or other parties the opportunity to address the appeal. The parties may be represented by counsel and/or cross exam witnesses. The Superintendent, upon rendering a decision, shall provide notice of the decision to the employee. If the subject of an appeal is a warning/reprimand not initially imposed by the Superintendent, the Superintendent's decision is final. There is no further appeal. If the subject of the appeal is other than a reprimand/warning or if the Superintendent initiates the reprimand/warning, then appellant may proceed to the next appeal level.
7. If the appeal is still not satisfactorily resolved by the Superintendent in writing, the employee may, in writing, request the Board to add the appeal to the next regular Board meeting agenda. This further request must be made by employee within five (5) working days of notice of the Superintendent's decision. The further request shall be made through the Superintendent by delivery of the request to the Superintendent's office within the time set forth above.
8. Upon receiving a timely appeal, the Board shall, within a reasonable time, schedule a hearing before the Board or a hearing officer. The Board shall have the sole discretion to determine who will hear the appeal. If the appeal is to be heard by a hearing officer, the Board shall have the sole discretion to select said hearing officer. At the conclusion of the hearing before the Board or upon receiving the hearing officer's results, the Board may, by vote at an open public meeting, affirm, modify or dismiss the appeal. The Board's decision shall be provided to the employee, immediate supervisor and Superintendent in writing within a reasonable time.

9. RRCS shall provide written notice to the employee and Superintendent of the hearing date, time and place within ten (10) business days of the regular Board meeting at which the appeal was submitted or as soon thereafter as is reasonably possible. RRCS shall attempt to schedule the hearing within fifteen (15) business days of the regular Board meeting at which the appeal was submitted; however, may extend that time based on the facts and circumstances of the case and the availability of necessary parties. At any such hearing the parties may be represented by legal counsel, submit evidence in the form of exhibits or testimony and cross examine witnesses. The procedure shall be informal and as determined by the Board or hearing officer.
10. All decisions by the Board shall be final.
11. If the appealing employee does not submit a written request to move the appeal forward within the specified time period, it will be assumed the employee does not wish to continue employee's appeal and the appeal will be dismissed. Employee is responsible for identifying all issues and allegations relevant to the appeal in employee's initial written appeal. No additional defenses, allegations or requested remedies may be addressed that were not included in the initial appeal. Employee must state the specific remedy requested in employee's appeal.
12. An Employee must, and as part of their contract with the school, has agreed to exhaust this and all other possible remedies provided by the school prior to taking any action outside these policies. Employee's failure to exhaust Employee's remedies provided under this contract shall be a breach of their contract and grounds for disciplinary action, up to and including termination of employment. Further action, including action outside the school is contractually barred if Employee fails to exhaust the remedies available under these policies.

### SECTION 7.03 GRIEVANCE PROCEDURE

A. Purpose:

The purpose of the grievance procedure is to provide a uniform and equitable method of resolving alleged 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 will be without reprisal or discrimination against the employee submitting the grievance.

B. Definition:

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



disciplinary appeals.

C. Scope:

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

D. Eligibility and Employee Rights

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

E. Time Limits and Procedures

1. An employee must file a written grievance with their immediate supervisor or the supervisor of their immediate supervisor, if the complaint is against their immediate supervisor within five (5) working days of the occurrence of the matter grieved with a copy to the Human Resources Manager and the Executive Director.
2. All supervisors shall meet with the grievant whom they supervise as soon as possible after a grievance is filed. Note the supervisor must resolve the grievance in writing and within five (5) working days after receipt of letter or the grievance goes to the next level. The supervisor shall clarify with the grievant(s) the exact issue(s) grieved and all relevant facts i.e., date, time, place, statements, witnesses and the grievant's requested remedy. The supervisor shall then attempt to resolve the grievance in consultation with the grievant and other necessary parties. Whether or not the grievance is resolved, the supervisor must submit a written report to his or her supervisor within five (5) 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) on what action taken and the status of the grievance (i.e., whether or not resolved and if so, how). If the grievance is resolved the grievant must also sign the report noting that the grievance is resolved satisfactorily. All succeeding reviews of the grievance must be handled in this manner.
3. Abandonment of a case or non-compliance with required deadlines and policies by the aggrieved party will be grounds for termination of the grievance.

F. Steps:

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

to taking any action outside these policies. Employee's failure to exhaust Employee's remedies provided under this contract shall be a breach of their contract and grounds for disciplinary action, up to and including termination of employment. Further action, including action outside RRCS is contractually barred if employee fails to exhaust the remedies available under these policies.

The decision of the Board is final.

## TABLE OF DISCIPLINARY PENALTIES

Guidelines	First Offense	Second Offense	Third Offense
The knowing failure or refusal, without just cause to obey or carry out orders, instructions, assignments or duties within the time designated by one	Warning to Termination	1 day Suspension (without pay) to Termination	5 days (without pay) to Termination
The knowing failure to maintain to all persons, conduct, demeanor and speech exhibiting the respect and professionalism appropriate to the employee of an educational institution.	Warning	1 day Suspension (without pay)	5 days (without pay) to Termination
Failure without just cause, to obey or Comply with any directive of RRCS, or any adopted and published policy of RRCS	Warning to 30 days Suspension (without pay)	1 day Suspension (without pay) to Termination	5 days (without pay) to Termination
Unexcused tardy from one's duties of one hour or less more than twice in one week or four times in one year.	Warning	Warning to 1 day Suspension (without pay)	1 day Suspension (without pay) to Termination
The unauthorized absence from one's duties of more than one hour.	Warning 1 day Suspension (without pay)	Warning to Termination	1 day Suspension (without pay) to Termination
Idleness, sleeping, waste of time, taking excessive long breaks, or unauthorized participation on non-job-related activities during duty hours.	Warning to Termination	1 day Suspension (without pay) to Termination	3 days Suspension (without pay) to Termination
Any purposeful act or failure to act, which will foreseeably endanger or cause physical or emotional damage or educational or moral harm to any student at any time while said students is enrolled at RRCS	Warning to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Any purposeful act or failure to act, which will foreseeably endanger or cause physical harm to another employee of RRCS	Warning to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
The failure to disclose or report, to a position of relevant authority, any conduct, occurrence, information or condition, which if not so disclosed or reported, will or is likely to cause harm, loss or damage to RRCS or any students or employee thereof.	Warning to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination

Any violation of the Drug Free Policy.	Warning to Termination	1 day Suspension (without pay) to Termination	10 days Suspension (without pay) to Termination
The use without proper authorization or the illegal operation of any vehicle owned, leased or in the possession of RRCS or the intentional permitting of such unauthorized use of illegal	Warning to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
The intentional use without proper authorization of RRCS or United States Government property.	Warning to 3 days Suspension (without pay)	Warning to 10 days Suspension (without pay)	5 days Suspension (without pay) to Termination
The alteration or destruction, without proper authorization, of any official RRCS record.	Warning to 10 days Suspension (without pay)	Warning to Termination	5 days Suspension (without pay) to Termination
Theft of property or records belonging to RRCS, the United States Government, or any employee of or student enrolled in RRCS	1 day Suspension (without pay) to Termination	15 days Suspension (without pay)	Termination
Disclosure of confidential information vital to the interest of RRCS.	Warning to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Abuse of the Business Travel Expense Policy, which includes but is not limited to falsifying expense reports. (Note: Expenses provided in a falsified report will not be reimbursed.)	Warning to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Any act through negligence or purposely damaging, improper, careless, destructive, or unsafe use school or government property.	Warning to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Abuse or neglect of a student by an employee	3 days Suspension (without pay) to Termination	Termination	
Failure to report all known infractions that will endanger or result in Suspected Child Abuse & Neglect	Warning to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination

Sexual relations with a student by an employee.	Termination		
Harassment; Intimidation; Bully; Threat; Creating a hostile working environment.	Warning to Termination	1 day Suspension (without pay) to termination	5 days Suspension (without pay) to Termination
Unprofessional or discourteous conduct toward supervisors, employees, subordinates, public, or other officials; use of foul language; angry outbursts; disrespectful comments; provoking quarrels; inappropriate remarks; use of abusive language or offensive language quarreling or inciting to quarrel.	Warning to Termination	1 to 3 days Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Misuse of leave; failure to request leave in advance; unscheduled absences; failure to provide acceptable medical certification to justify medical leave requests or medical leave of absence.	Warning to Termination	1 day Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Insubordination, refusal to comply with adequate instruction(s) or disregard to directives or regulations. Refusing to do assigned work; failure to do assigned work; carelessness in performing assigned work.	Warning to 2 days Suspension (without pay) to Termination	3 days Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination
Violating traffic regulations or reckless driving or improper operation while driving a school owned or GSA vehicle.	Warning to Termination	1 to 3 days Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination.
Falsification, misrepresentation, or concealment of material fact in connection with employment, or any record or investigation or other proper proceedings, including financial records, and time and attendance records.	Warning to Termination	3 days Suspension (without pay) to Termination	5 days Suspension (without pay) to Termination.
Job Abandonment, an employee who is absent from work for three (3) consecutive workdays; fails to contact their immediate supervisor for proper approval.	Termination		

## ARTICLE VIII. TERMINATION OF EMPLOYMENT

### SECTION 8.01 VOLUNTARY TERMINATION (RESIGNATION)

- A. Employees shall give at least a minimum of two (2) weeks written notice of their intent and request to resign. Providing timely written notice does not and shall not be construed to mean that employee's request to be allowed to resign is granted. Regardless of timely or other notice of intent and request to resign, the RRCS Board retains the sole discretion whether or not to grant the requestor to be allowed to resign. The Board shall make its decision whether or not to grant the request to resign based upon the best interest of RRCS regardless of employee's timely notice.
- B. Usage of accrued leave may be requested on a day-to-day basis during the final days of employment subject to approval (Reference Section 5.02 Leave) ALL LEAVE IS SUBJECT TO APPROVAL
- C. An employee who has submitted a letter of resignation may not withdraw the resignation after it has been accepted by the Board. The resignation shall become effective as of the date specified in the letter of resignation or as otherwise specified by the Board in their determination of the best interest of RRCS. However, the Board may at any time dismiss an employee as otherwise provided in this Manual.
- D. The following procedures shall be followed in the case of resignation from employment.
  1. The employee shall provide a written notice of their intent to resign to the immediate supervisor with a copy to the Human Resources Manager and Executive Director. The Human Resources Manager shall provide a copy of the letter of resignation to the immediate supervisor.
  2. The Executive Director shall place the resignation on the agenda for Board review at the next scheduled Board meeting.
  3. The employee shall be notified of when his / her resignation letter will be considered by the Board.
  4. It is solely within the discretion of the Board to accept or reject the letter of resignation and if accepted to establish the effective date of any accepted resignation.
  5. The immediate supervisor shall account for all RRCS property issued to the employee before the effective date of the resignation.
  6. The Human Resources Manager shall conduct an exit interview with the

resigning employee before the effective date of resignation.

7. If the employee has outstanding debts or owes property to RRCS, the immediate supervisor shall take all necessary steps to initiate repayment on the part of the employee and to receive receipt of the property from the employee, before the final paycheck is released. The immediate supervisor shall notify the Business Manager in writing that he / she has accounted for all RRCS property issued to the employee, has taken steps to initiate repayment / receipt of property, and that the final pay check can be released by RRCS.
8. After employee provides a letter of intent and request for resignation, said employee shall not participate in RRCS travel, training or other activities funded in whole or in part by RRCS.

#### SECTION 8.02 INVOLUNTARY TERMINATION (DISMISSAL OTHER THAN LAYOFF / REDUCTION-IN-FORCE)

- A. Employees may be terminated for cause. Examples of infractions which may result in disciplinary action, including involuntary dismissal, are included in the Table of Penalties. However, it is not possible to list all the forms of behavior which are considered unacceptable in the work place and the Board may in its discretion dismiss any employee for unsatisfactory performance, unprofessional conduct, insubordination, violation of policies or laws, or such other conduct that constitutes cause to dismiss. While the Board may choose to take a lesser disciplinary action such as a warning or suspension for a first offense, the Board may in its discretion dismiss an employee for a first offense if appropriate depending on the facts and circumstances of the situation.
- B. Involuntary Dismissal Procedures (other than Layoff / Reduction-in-Force)
  1. Dismissal of an employee may be recommended to the Executive Director by the supervisor. The Executive Director in consultation with the supervisor will submit to the Board a recommendation and a resolution for termination, setting forth the reasons for the recommendation for termination, citing the specific policy violations violated by the employee and other specific matters identified in Policy 7.01(E)(3). A copy of this recommendation and resolution for termination will be hand delivered or mailed to the employee.
  2. If the Board, after reviewing the recommendation for termination from the Executive Director, believes that adequate cause exists to terminate the employee, the Board shall take action to terminate. The termination shall be effective upon the action of the Board.



3. Upon the Board's termination action, the employee will be notified by hand delivery or through certified mail, a written Notice of Termination from the Board terminating the employee and setting forth the reasons for the termination and citing policies violated by the employee.
4. The terminated employee shall be afforded an appeal of the termination. Should the employee appeal, the terminated employee must submit a written appeal to the Executive Director which states the basis for the appeal and the specific facts, circumstances, evidence and witnesses which support the appeal, no later than five (5) calendar days after receipt of the Notice of Termination.
5. Once the Executive Director receives the written appeal, the Executive Director shall notify the Board of the written appeal. Within twenty (20) calendar days from the notice to the Board of the written appeal a hearing officer shall be retained. An appeals hearing shall be scheduled within forty-five (45) days from the date the Board was notified of the written appeal. However, the appeals hearing date shall be dependent upon the hearing officers' and witnesses schedules. A notice of hearing shall be mailed to the appellant no later than three (3) calendar days after a hearing date has been scheduled.
6. The hearing on the dismissal appeal may, at the option of the employee, be done in executive session. If the employee does not opt to have the hearing in executive session, the hearing will be an open public hearing.
7. At this hearing the Executive Director or designee shall represent RRCS as its administrator not as the school's legal counsel against the terminated employee and will present to the hearing officer testimony and other evidence pertaining to the termination. RRCS may be represented by counsel.
8. The employee shall thereafter present his / her testimony and evidence with regard to the termination letter. The employee may be represented by counsel.
9. All testimony shall be taken under oath, the proceeding shall be tape recorded, and both sides shall have a right to cross-examine the other side's witnesses. Formal Rules of Evidence shall not apply and the hearing officer will allow evidence that is relevant and non-repetitive.
10. Either side may be represented by counsel at the party's own expense.
11. After both sides have presented their case, both sides will be allowed a brief closing argument.
12. After both sides have presented closing arguments, the hearing officer shall

provide the Board with written findings of fact, conclusions of law / policies and recommendations for action. The Board shall subsequently consider the hearing officer's findings of fact, conclusions of law / policies and recommendations. The Board shall deliberate and decide to: 1) uphold the termination; or 2) reject the termination; or 3) impose a lesser disciplinary action.

13. The decision of the Board shall be final and effective immediately.

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

### SECTION 8.03 LAYOFF / REDUCTION-IN-FORCE

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

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

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

A. Definitions:

1. "Employee" mean both non-probationary and probationary employees.
2. "Non-probationary employee" is an employee who has completed the probationary period.
3. "Probationary employee" means a newly appointed employee or an employee who is promoted into a new position with an increase in pay and

who is subject to an initial ninety (90) calendar day's period of probation.

4. "Temporary employee" means an employee who is hired on an immediate need basis.
- B. Involuntary dismissal may occur on account of the abolishment of a position due to lack of funds, change in duties, reorganization or lack of work. All terminations resulting from a reduction in force must be authorized by the Board.
- C. When more than one employee is affected:
1. First and foremost, all decisions regarding which employees and / or employment positions to retain in any reduction-in-force shall be first and foremost made on the basis of the best interest of RRCS and the students it serves. Any other considerations, including those set forth below, shall be secondary to this primary principle.
  2. The Board may create a revised organizational chart for RRCS that reflects the positions that will exist after the reduction-in-force, including the number of positions that will be retained. If the Board decides to reorganize and revise the organizational chart so that new or consolidated positions are created with skill requirements that are different from RRCS's existing positions, position descriptions and qualifications for each of these new or consolidated positions will be established.
  3. The Human Resources Manager with the Executive Director shall establish lists grouping the positions that shall be retained within each job class (hereinafter "Job Class"). Each job class will be made up of those positions with the same or similar required qualifications.
  4. If RRCS does not reorganize and / or revise its organizational chart, the job classes will be identified from the existing organizational chart and position descriptions.
  5. If there is only one position in the job class that has certain required qualifications, that one position will be its own job class.
- D. Within each job class, the Human Resources Manager in consultation with Executive Director 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).

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.

2. The second list will include current employees in that job class who are Navajo or a spouse of a Navajo.
  3. 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.
  4. 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.
  5. If a tie exists within a group as to the effectiveness of two or more employees, the tied employees shall be ranked by seniority with the employee with the least amount of seniority ranked first and those with the highest seniority ranked last.
- E. For each job class, the Executive Director in consultation with the Human Resources Manager 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. 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:
1. By going to the first list for that job class and beginning from the top and going down to the bottom;
  2. Then going to the second list beginning from the top and going down to the bottom; and
  3. Finally, to the third list beginning from the top and going down to the bottom, until the requisite number of employees to be laid-off have been identified.
- F. If new or consolidated positions have been created through the 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).
- G. Any Navajo or qualifying Navajo spouse who is laid-off through the above process has the right to displace a non-Navajo or non-Navajo spouse in any other position for which the Navajo or Navajo spouse demonstrates the necessary qualifications absent a waiver.
- H. Individual employees who are laid-off through the above process shall be given thirty

(30) days' written notice that their contracts will be terminated because of a reduction-in-force due to lack of funds, change in duties, reorganization, lack of work, or other reasons.

- I. Actions regarding reduction-in-force are not subject to the grievance procedures.
- J. 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.

#### SECTION 8.04 REINSTATEMENT

Any employee affected by a reduction in force will be reinstated pursuant to the Personnel Policies and Procedures of RRCS, Inc. (i.e. Selection Procedures) and qualifications for the position into a vacant position for which the employee qualifies and for which the employee is the best qualified Navajo. Such reinstatement may occur only within the contract year in which the lay off or reduction-in-force occurred. It shall be the employee's responsibility to remain informed of any vacant positions and make the appropriate application for reinstatement.

#### SECTION 8.05 DISABILITY

RRCS will provide reasonable accommodations to qualified applicants or employees with disabilities unless doing so would constitute an undue hardship. A qualified applicant or employee with a disability is an individual who—with or without reasonable accommodation(s)—can perform the essential functions of the employment position. The School may require medical documentation to assess the nature and extent of an individual's disability for purposes of this policy.

Applicants or employees in need of reasonable accommodations are encouraged to contact the Human Resources Manager. Requests for reasonable accommodations will be handled on an individual basis. Any disputes arising from reasonable accommodation requests are subject to the School's grievance procedures.

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

Salary and benefits will terminate automatically on the day all leave benefits have been expended.

