



# ARTICLE 1 PERSONNEL POLICIES

Board Approved: July 11, 2013  
Amended: December 18, 2024

# Greyhills Academy High School

## ARTICLE 1

### PERSONNEL POLICIES AND PROCEDURES

#### Table of Contents

|   |          |
|---|----------|
| <b>SECTION 1.0 ORGANIZATION DESCRIPTION</b>                           | <b>1</b> |
| 1.01 Mission Statement.   | 1        |
| 1.02 Philosophy.  | 1        |
| 1.03 Value Statements:  | 1        |
| 1.04 Services Provided.   | 1        |
| 1.05 School History.  | 1        |
| 1.06 Organizational Structure.  | 2        |
| 1.07 Enactment and Amendment  | 2        |
| 1.08 Jurisdiction   | 2        |
| <br>  |          |
| <b>SECTION 2.0 EMPLOYMENT AT GREYHILLS ACADEMY HIGH SCHOOL (GAHS)</b> | <b>3</b> |
| 2.01 Objective  | 3        |
| 2.02 Employment Policy  | 3        |
| 2.03 Employment Preferences   | 3        |
| 2.04 Affirmative Action Plan  | 3        |
| 2.05 Immigration Law Compliance                                       | 4        |
| 2.06 Anti-Nepotism  | 4        |
| 2.07 Conflict of Interest   | 4        |
| 2.08 Health Standards   | 6        |
| 2.09 Employee Relations   | 6        |
| 2.10 Chain of Command   | 6        |
| 2.11 Applications for Employment                                      | 7        |
| 2.12 Employment Practices   | 7        |
| 2.13 Advertisement of Vacant Position(s)                              | 7        |
| 2.14 Interview Committee  | 7        |
| 2.15 Recruitment  | 8        |
| 2.16 CEO's Recommendation Option                                      | 9        |
| 2.17 Alternative to Interview Committee                               | 9        |
| 2.18 Final Approval   | 9        |
| 2.19 Emergency Appointments   | 9        |
| 2.20 Substitute or Intermittent Professional Employees/Hiring         | 10       |
| 2.21 Prerequisites to Commencement of Employment                      | 11       |
| 2.22 General Background, Fingerprint Checks and Adjudication          | 11       |
| 2.23 Commencement of Employment and Post-Employment Procedure         | 17       |
| 2.24 Employment Offer   | 17       |

|      |   |    |
|------|---|----|
| 2.25 | New Employee Orientation                                    | 17 |
| 2.26 | Required Certifications, Trainings and Medical Examinations | 18 |

**SECTION 3.0 EMPLOYMENT STATUS AND RECORDS 19**

|      |                              |    |
|------|------------------------------|----|
| 3.01 | Employment Categories        | 19 |
| 3.02 | Probationary Period          | 20 |
| 3.03 | Bridging of Service          | 20 |
| 3.04 | Employment Reference Checks  | 21 |
| 3.05 | Personnel Record Updates     | 21 |
| 3.06 | Access to Personnel Files    | 21 |
| 3.07 | Non-Disclosure               | 22 |
| 3.08 | Employment Applications      | 22 |
| 3.09 | Performance Evaluation       | 22 |
| 3.10 | Position Descriptions        | 23 |
| 3.11 | Contract Renewal/Non-Renewal | 23 |

**SECTION 4.0 MANAGEMENT OF THE WORK FORCE 25**

|      |   |    |
|------|---|----|
| 4.01 | Regular Hours of Work                     | 25 |
| 4.02 | Attendance and Punctuality                | 25 |
| 4.03 | Dress                                     | 25 |
| 4.04 | Absences                                  | 25 |
| 4.05 | Absence Without Leave/Lateness            | 25 |
| 4.06 | Outside Employment                        | 26 |
| 4.07 | Training                                  | 26 |
| 4.08 | Timekeeping                               | 26 |
| 4.09 | Paydays                                   | 27 |
| 4.10 | Payroll Deductions                        | 27 |
| 4.11 | Safety                                    | 27 |
| 4.12 | Meal Periods                              | 28 |
| 4.13 | Overtime, Compensatory Time and Flex Time | 28 |
| 4.14 | Compensation Option                       | 29 |
| 4.15 | Compensation Guidelines                   | 29 |
| 4.16 | Merit Pay/Bonus Payments                  | 30 |
| 4.17 | Emergency Closure/Evacuation              | 30 |
| 4.18 | Use of Equipment and Vehicles             | 31 |
| 4.19 | Control and Return of Property            | 31 |
| 4.20 | Keys Policy                               | 31 |
| 4.21 | Security Inspections                      | 31 |
| 4.22 | Monthly Reports                           | 32 |
| 4.23 | Staff Meetings                            | 32 |
| 4.24 | Family/Personal Matters/Gossip            | 32 |
| 4.25 | Political Activities                      | 32 |
| 4.26 | Addendum to Contracts                     | 32 |
| 4.27 | Personnel Records Requests                | 33 |
| 4.28 | Personal Property                         | 33 |

|      |                |    |
|------|----------------|----|
| 4.29 | Code of Ethics | 33 |
|------|----------------|----|

|                    |                                   |           |
|--------------------|-----------------------------------|-----------|
| <b>SECTION 5.0</b> | <b>EMPLOYEE BENEFITS PROGRAMS</b> | <b>36</b> |
|--------------------|-----------------------------------|-----------|

|      |   |    |
|------|---|----|
| 5.01 | Employee Benefits   | 36 |
| 5.02 | Holiday Pay   | 37 |
| 5.03 | Personal Leave  | 37 |
| 5.04 | Other Types of Available Leave  | 39 |
| 5.05 | Administrative Reassignment With Pay  | 40 |
| 5.06 | Family and Medical Leave, and Military Family Leave Entitlements under FMLA                             | 41 |
| 5.07 | Military Leave  | 42 |
| 5.09 | Disability  | 42 |
| 5.10 | Graduation  | 43 |
| 5.11 | Court Appearances   | 43 |
| 5.12 | Jury Duty   | 43 |
| 5.13 | Unexcused Absence   | 43 |
| 5.14 | Time Off to Vote  | 43 |
| 5.15 | Management/Supervisory Standards  | 43 |
| 5.16 | Standards of Conduct  | 44 |
| 5.17 | Community Standards   | 46 |
| 5.18 | Workplace Violence  | 46 |
| 5.19 | Drug-Free Workplace   | 47 |
| 5.20 | Notice to Employees   | 47 |
| 5.21 | Uniform Conditions of Employment  | 47 |
| 5.22 | Procedure Upon Receiving Notice of Drug Abuse Conviction  | 48 |
| 5.23 | Drug Awareness Program  | 48 |
| 5.24 | Controlled Substance and Alcohol Policy   | 48 |
| 5.25 | Smoking/Chewing Tobacco/Controlled Substances   | 49 |
| 5.26 | Prohibition Against Tobacco, Alcohol and/or Controlled Substance Related Clothing Material and/or Items | 49 |
| 5.27 | Non-Discrimination, Sexual Harassment, and Harassment in General  | 49 |
| 5.28 | Child Abuse Detection, Reporting, Prevention  | 52 |
| 5.29 | COBRA: Continuation of Group Health Insurance Coverage  | 52 |
| 5.30 | Retirement  | 55 |
| 5.31 | Workers' Compensation   | 55 |
| 5.32 | Traditional Healing Ceremonies  | 58 |

|                    |  |           |
|--------------------|--|-----------|
| <b>SECTION 6.0</b> | <b>DISCIPLINARY AND GRIEVANCE PROCEDURES</b> | <b>59</b> |
|--------------------|--|-----------|

|         |  |    |
|---------|--|----|
| 6.01    | Disciplinary Action                                | 59 |
| 6.02    | Non-Disciplinary Action                            | 59 |
| 6.03    | Types of Disciplinary Action                       | 59 |
| 6.04    | Guidelines and Procedures for Disciplinary Actions | 60 |
| 6.04.01 | Initiation of Disciplinary Action.                 | 60 |
| 6.05    | Grievance Procedure                                | 61 |
| 6.06    | Appeals Procedure                                  | 62 |

|  |           |
|--|-----------|
| <b>SECTION 7.0 SEPARATION FROM SERVICE</b>   | <b>64</b> |
| <b>7.01 Voluntary Termination (Resignation)</b>                                      | <b>64</b> |
| <b>7.02 Dismissal, Demotion and Suspension Without Pay for All Employees</b>         | <b>64</b> |
| <b>7.03 Involuntary Termination (Dismissal Other Than Layoff/Reduction-in-Force)</b> | <b>65</b> |
| <b>7.04 Involuntary Termination (Layoff/Reduction-in-Force)</b>                      | <b>66</b> |
| <b>7.05 Involuntary Termination due to Disability</b>                                | <b>68</b> |
| <b>7.06 Retirement</b>   | <b>68</b> |
| <b>7.07 Reinstatement</b>  | <b>68</b> |

## **A Welcome to Our Employees**

It is with pleasure that we welcome you to Greyhills Academy High School. Your appointment to your position with us is something to be proud of.

To our patrons and others in the community with whom you will have contact as an employee, YOU are Greyhills Academy High School. The extent to which the school is considered friendly, knowledgeable, efficient, reliable, and trustworthy will be measured by how others see these qualities in you. We hope that you will use your talents in a way that stimulates public relations. If, during the course of your employment, you find ways to improve the school's operations or services, or to save the School unnecessary expenses, the School welcomes your ideas.

The Personnel Policy and Procedures Manual that follows has been prepared to guide you in better understanding our policies, procedures, and practices concerning employment matters. Also, these policies are to ensure fair and consistent administration for the benefit of all employees. You should familiarize yourself with its contents at your earliest opportunity and keep it handy as a periodic reference source. As changes are made to this manual, we will ensure that you get replacement pages so that your copy always remains current.

As you start employment with Greyhills Academy High School, you will find that your associates are ready to assist you. You will receive on-the-job guidance to acquaint you with your new duties and responsibilities.

Again, welcome to our team of hard-working and talented staff, and please accept our wishes for success in your new position.

*Sincerely,*

*CEO*

**GREYHILLS ACADEMY HIGH SCHOOL**  
**ARTICLE 1**  
**PERSONNEL POLICIES AND PROCEDURES**

**SECTION 1.0 ORGANIZATION DESCRIPTION**

**1.01 Mission Statement.**

Greyhills Academy High School is committed to providing a nurturing and safe environment where culturally based and academically challenging programs are utilized in providing holistic, experiential and problem-based learning that promote life-long learners, whose knowledge will benefit from Dine', First Nation's people and Global societies.

**1.02 Philosophy.**

Every student is entitled to an education, which shall be offered in an orderly, healthy atmosphere, both physical and emotional, and entitled to firm, fair and consistent treatment in all matters pertaining to school life.

**1.03 Value Statements:**

- A. Quality education and residential services will be provided in a healthy and safe environment wherein students are assisted in developing a positive self-image and life skills and where students are taught multicultural social values, academic knowledge, and social skills.
- B. Each student will be assisted in developing their identity, dignity and self-confidence. Each student should be accepted, respected, and acknowledged for his/her unique, positive qualities, and contributions.
- C. The cooperative involvement of the school, parents, and community will create a positive environment that is conducive to quality educational and residential services.
- D. Navajo language and traditional values will be modeled and preserved. All individuals should have the responsibility to model Navajo traditional values, culture, and language.
- E. Accountability for student success is a shared responsibility of students, teachers, administrators, School Board members, parents and the community and is measured by identified outcomes.

**1.04 Services Provided.**

The school provides residential and educational services for 9 through 12 grade students. Eligible students may reside in the dormitories while attending classes and receiving instruction at the school.

**1.05 School History.**

In 1989, the school separated from Tuba City Unified School District and Greyhills Academy High School was established. The Tuba City High School Board, Inc., DBA: Greyhills Academy High School, requested and obtained grant status through the Navajo Nation and the Bureau of Indian Affairs. Greyhills Academy High School has maintained its Navajo Tribal Grant School status since this authorization.

The school envisioned a unique academy model school wherein the school would establish its own standards, unique curriculum, calendar and budget. This academy model would provide an innovative curriculum that would meet the needs of the predominately Navajo student population.

### **1.06 Organizational Structure.**

The Navajo Election Commission identifies Chapters which elect representatives to serve on the Board. The Board provides the underlying policy and leadership to the School by instituting operating and management policies. The administration and staff provide the technical expertise and are responsible for the day-to-day operation of the School.

The Governing Board employs a School Administrator (School Administrator in this policy manual is defined as CEO who directs and manages the day-to-day operations of the School. The Board also employs managerial, professional and operating staff to assist the CEO to carry out the goals and objectives of the School.

### **1.07 Enactment and Amendment**

The Greyhills Academy High School’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 as part of the employee’s employment contract with the School.

The CEO, or other staff, as directed by the Board, shall review proposed amendments and as necessary.

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

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

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

### **1.08 Jurisdiction**

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



## **SECTION 2.0 EMPLOYMENT AT GREYHILLS ACADEMY HIGH SCHOOL (GAHS)**

### **2.01 Objective**

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

### **2.02 Employment Policy**

Greyhills Academy High School (GAHS) shall comply with all applicable Federal, State and Navajo laws and regulations regarding qualifications, certification, licensure and any other requirements as may be required for any position at GAHS including, but not limited to, highly qualified teachers, highly qualified paraprofessionals, home living staff as required by 25 C.F.R. 36.70 *et seq.*, and all other personnel. GAHS shall only hire teachers and paraprofessionals that meet the professional and academic standards as required by applicable federal, state, and tribal law; provided that such professional and academic standards will be stated in the job description for the position and that GAHS's hiring practices comply with the Navajo Preference in Employment Act. –

### **2.03 Employment Preferences**

GAHS complies with employment requirements of the Navajo Nation, the federal government and the school's policy on veteran's preference as stated below. In addition, GAHS is exempt from the Civil Rights Act and any proceedings before the Equal Employment Opportunity Commission ("EEOC") based on P.L. 100-297 for grant schools.

- A. The Navajo Preference in Employment Act (15 N.N.C.§§ 601 - 619) requires that all employers doing business within the territorial jurisdiction of the Navajo Nation, or engaged in any contract with the Navajo Nation shall give preference in employment to enrolled members of the Navajo Nation in all employment decisions, GAHS gives preference first to qualified Navajo persons, and secondly, to qualified Indians and spouses of Navajos.
- B. Indian preference provision contained in Section 703(i) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-2(i)(1982), provides an exception to Title VII's general nondiscrimination principles allowing certain employers under certain circumstances to exercise an employment preference in favor of American Indians.
- C. Veteran's Preference. A veteran separated from the United States armed forces or the National Guard under honorable conditions following for at least 181 consecutive days of active duty shall be given a preference in employment if qualification requirement are met. Applicants seeking veteran's preference must submit a copy of their form D-214 with their application packet.

### **2.04 Affirmative Action Plan**

This Affirmative Action Plan (AAP) is developed in accordance with the Navajo Preference in Employment Act ("NPEA"), 15 N.N.C. § 604, which states that "all employers doing business within the territorial jurisdiction [or near the boundaries] of the Navajo Nation or engaged in any contract with the Navajo Nation shall give preference in employment to Navajos. Preference in employment shall include specific Navajo affirmative action plans and timetables for all phases of employment to achieve the Navajo Nation goal of employing Navajos in all job classifications including supervisory and

management positions,” and the Navajo/Indian preference and attendant provisions found at 10 N.N.C. § 108. Further, this plan complies with the November 22, 2002 Resolution of the Human Services Committee of the Navajo Nation Council pertaining to Affirmative Action Plans. The purpose of the Affirmative Action Plan is to ensure compliance with Navajo law (specifically the NPEA), while acting in the best interest of GAHS and providing the best possible educational opportunity for the community’s children.

## **2.05 Immigration Law Compliance**

GAHS is committed to employing only individuals who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with GAHS within the past three years, or if their previous I-9 is no longer retained or valid. Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources department. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

## **2.06 Anti-Nepotism**

Relatives of persons employed by GAHS may be hired only if they will not be working directly for or supervising a relative. School employees cannot be transferred into such a reporting relationship. If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred or resign. If that decision is not made within 30 calendar days, the CEO will decide who will be reassigned, transferred, or recommended for termination to the Governing Board. 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, promotion, discipline, grievance or any other personnel matter which involves any person or persons related by consanguinity (blood) or affinity (marriage; i.e., in-laws, step and half relatives) within the third degree (uncles, aunts, nephews, nieces, great-grandparents and closer relations) and relatives. Relatives are defined as immediate family members, which include spouse, parent, son or daughter, son- or daughter in-law, parent in-law, maternal and paternal grandparent, brother or sister, brother- or sister in-law, and grandchild. A parent is defined as a natural parent, stepparent, or adoptive parent. A child is defined as a natural child, adoptive child, legal guardian, foster child or stepchild. This policy also applies to individual and, their relatives and children, who are not legally related but who reside with another employee.

## **2.07 Conflict 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 purposes of this policy, a relative is a person who is defined as a relative under GAHS’s hiring policy. No person employed by GAHS may be directly supervised by an immediate relative. This policy shall apply to all employees whether summer or part-time worker as well as for full-time employment. Neither a Governing Board member or their spouse or person who lives with a Governing Board member, may be hired or retained by GAHS.

School business dealings with outside firms should not result in personal financial gains for any employee or his or her relatives. An employee who has, or whose relative has a substantial personal interest in any decision of GAHS, shall make known the interest in the official records of GAHS, and shall refrain from participating in or influencing GAHS'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 GAHS 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 GAHS. All transactions that can be interpreted to involve personal financial gain shall require specific Governing Board approval. *N.N.C. § 10 106.*

- A. Financial Interest. A School employee shall neither engage nor have any interest, financial or otherwise, direct or indirect, in any business transaction or professional entity, either as a director, officer, partner, trustee, employee, or manager in that entity which conflicts with or impairs the proper discharge of official duties or which could bring disfavor or disrespect upon the employee of the School.
- B. Contracting Decisions. A School employee shall not recommend, vote, or otherwise participate in the decision to make any contract valued at \$150 or more between the School, including Student Activity Funds, and any business or entity in which the employee has a personal or financial conflict of interest.  
School employees shall be deemed to have a financial conflict of interest in a decision if it is reasonably foreseeable that the decision will have a material financial effect on:  
The employee's immediate family distinguishable from its effect on the public generally;
- C. Any business entity in which the employee or a member of the employee's immediate family has a direct or indirect investment worth \$150 or more or in which the employee or a member of the employee's family holds any position of management or is a director, officer, partner, trustee, or employee;
- D. Any real property in which the employee or a member of the employee's immediate family has a direct or indirect interest worth \$150 or more; or Any source of income for the employee or the employee's immediate family of \$150 or more.

A School employee who has a financial conflict of interest because of his/her relationship with a business must remove him/herself from any decision concerning that entity including any decision to contract or not to contract with the entity and the administration of the contract.

- A. Honoraria. A School employee shall not accept an honorarium that represents a payment in recognition of published works, appearances, speeches, and presentations and that is not intended as consideration of the value of such services which are non-public, occupational, or professional in nature.
- B. Tutoring. A School employee shall not tutor or counsel as a private enterprise, for compensation, pupils assigned to any class of the officer's or employee's school.
- C. Personal Advertisements. A School employee shall not advertise business or professional activities on School property or use School work hours, property, or services to perform or promote personal or commercial enterprises or to campaign or raise money for any candidates for political office.
- D. Employee Publications. A School employee shall not participate in the review and approval of publications or materials for School purchase if the officer or employee is the author/editor of or has any financial interest in the sale of such publications or materials.
- E. Referrals. A School employee shall not refer a parent or student to a service, service provider or product in return for anything of value. Officers or employees making referrals as part of their official duties shall make referrals to more than one provider of the service or product. For example, school counselors shall refer parents or students to more than one counselor or provider

- of medical services.
- F. Outside Income. School employees shall not accept any outside earned income in any situation where a reasonable person in the community could conclude that the receipt of the income would be inconsistent, incompatible, or in conflict with their official duties to the School.
  - G. General Limitation on Solicitation. A School employee shall not solicit, directly or indirectly, any payments or other benefits under circumstances that would create in the mind of a fair-minded, reasonable person the belief that such payments or benefits were provided with the intent to improperly influence the employee's actions.
  - H. Gifts and Gratuities. The acceptance of gifts, payments, or other benefits from those with whom the School does business can be improper. A gift is defined as anything of value which is provided to the extent that payment or consideration of equal or greater value is not received in return including but not limited to tickets to sporting or cultural events; items of food; meals; use of facilities; forgiveness of debts; interests in real property, investments, or merchandise; or a rebate or discount (unless the rebate or discount is normally given to any member of the public). School employees who are in the position to make or influence a decision to spend School funds shall not solicit or accept any personal gifts, favors, or benefits of more than nominal value during a calendar year from any single person or organization that might benefit from the employee's decision. This provision does not apply to:
    - 1. Meals provided at an event at which the employee participates in a seminar or similar activity;
    - 2. Travel expenses and meals paid for by a local, state, federal or foreign government Agency.
  - I. Conflict of Interest Resolution. In the event that a question of Conflict of Interest or the appearance of Conflict of Interest arises, the matter shall be referred to and investigated by Human Resources who will report the results of the investigation to the CEO. Where appropriate, the CEO shall call all instances involving Conflict of Interest to the attention of the School Board of Education with a recommendation as to how the conflict situation might best be resolved.

## **2.08 Health Standards**

Good health of all persons associated with GAHS is important; therefore, GAHS 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. This may include but is not limited to notices on communicable disease outbreaks and other contagious viruses, etc. GAHS reserves the right to reference, voluntarily follow, and/or comply with health-related laws, regulations, and/or guidelines from other sources, such as the Centers for Disease Control and the Arizona Department of Health Services.

## **2.09 Employee Relations**

The working environment, wages, and benefits GAHS offers to its employees are competitive with those offered by other employers in the region. Employees who have concerns about working conditions, compensation, and benefits are strongly encouraged to voice these concerns directly to their immediate supervisors. Employees are encouraged to resolve internal disputes within GAHS through conflict resolution thus alleviating the need for outside mediation or hearings.

## **2.10 Chain of Command**

All employees are required to follow the chain of command in accordance with the approved and current Organizational Chart of the GAHS. The chain of command is posted on the website and administrative office. Employees who fail to follow the chain of command are subject to disciplinary action under GAHS's Personnel Policies and Procedures.

## **2.11 Applications for Employment**

Individuals desiring to be considered for a job vacancy must submit a GAHS job application packet to the Human Resources Office. Applications will be discarded at the end of a twelve month period following their receipt or after the selection and appointment of an applicant for the position for which the applicant applied.

## **2.12 Employment Practices**

### **Filling Vacancies**

- A. Determination. Employment vacancies are determined based on need and availability of funds. The Governing Board, in consultation with the CEO, shall determine whether or not any vacancy should be filled and the timeline for filling the vacancy in coordination with the hiring Department Supervisor, Business Manager and the Human Resources Manager or designee.
- B. Reassignment. The CEO is authorized to make in-house reassignments not to exceed one hundred twenty (120) days based on the administrator's sole discretion when the administrator determines that it is the best interest of GAHS or necessary for the efficient operation and management of GAHS. The CEO shall inform the Governing Board of the reassignment reason at the next duly called meeting for approval.
- C. Consultants. The CEO shall, with the approval of the Governing Board, have authority to hire consultants in accordance with proper procurement procedures. Consultants are not considered employees but are independent contractors who are paid according to the terms and conditions of an Independent Contractor's Contract. Independent Contractors are not employees, therefore are not entitled to any employee benefits, but are entitled only to such compensation and benefits as expressly state in their contract. In pursuant to the GAHS procurement regulations Consultants are not entitled to any rights or protections granted to school employees under school personnel policies and practices.

## **2.13 Advertisement of Vacant Position(s)**

When a vacancy occurs and/or a new position is authorized by the Governing Board, the Human Resources Manager or designee shall consult with the hiring supervisor of the affected department and the CEO, and be responsible to (a) obtain and modify or develop a position description including salary range for a position which may or may not be included in the advertisement; (b) establish opening and closing dates for submission of applications and timeline for the hiring procedure (i.e., interviews, reports, etc.); (c) advertise position vacancy announcement(s) within and outside of GAHS simultaneously by posting position vacancy announcement(s) within GAHS to attract qualified employees for equal consideration; advertise position vacancy announcement(s) outside of GAHS using the internet, local and/or regional newspapers, and at physical locations within and outside of GAHS [at local Navajo Nation branch offices, the local Chapter Offices and other offices and businesses utilized by the community. The advertising shall be done as widely and as possible to attract qualified applicants and specifically to attract qualified applicants based on GAHS's policy on equal employment. The advertising shall conform to the requirements of 15 N.N.C. § 604(B).

## **2.14 Interview Committee**

When the Governing Board declares vacancies or creates a new position(s), an Interview Committee shall be appointed by the Hiring Supervisor, Human Resources Manager and CEO. The Committee should be chaired by the department supervisor of the vacant position and consist of at least four (4) and not more than seven (7) employees. Committee members appointed should possess knowledge, experience and familiarity with the position under consideration. If a conflict of interest arises, the person posing such conflict will withdraw themselves from the process entirely. Governing Board members shall not serve on the Interview Committees except for the CEO position. An Interview Committee is not necessary for in-

house appointments to vacant positions, unless such positions are departmental supervisors. The Human Resources Manager or designee will work closely with the Committee Chair to make sure all necessary documentation are in order and the interview process are followed correctly.

## 2.15 Recruitment

The pre-employment process after a position has been advertised will be coordinated by the Human Resources Manager in consultation with the hiring department supervisor and CEO which include the following steps.

- A. Screen applicants by (1) identifying and screening any qualified former employees whose employment with GAHS was terminated due to a Reduction In Force (RIF) within the previous year; (2) screen active applicant pool on file to determine qualifications and; (3) screen all new applicants including internal applicants to determine qualifications, and submit a list of these qualified applicants to the hiring supervisor and CEO. Qualified applicants are those meeting the minimal requirements set forth in the position description.

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

- B. Select the top three to five qualified applicants recommended to be interviewed.
- C. Conduct verification of previous employment and reference checks for applicant selected to be interviewed.
- D. For the applicants selected to be interviewed, the Human Resources Manager or designee serving as the adjudication official will review the fingerprint and background check information and will determine suitability for employment by GAHS in accordance with Section 2.22 generally and Section 2.22 (D)-(G) specifically.
  1. Job applicants who clear the fingerprint and background checks may be interviewed.
  2. Job applicants who, without question, do not clear the fingerprint and background checks may not be interviewed.
  3. In some instances, a job applicant's fingerprint and background checks raise questions about the applicant, but the applicant does not clearly fail the fingerprint and background checks, In this situation, the applicant must be informed in writing of the questions raised by the fingerprint and background checks, and the applicant must be given an opportunity to respond or explain in writing.
  4. If the applicant's fingerprint and background check information is incomplete, the applicant may be interviewed if the Human Resources Manager or designee and the CEO agree that the applicant should be interviewed. But the applicant may not be offered employment or hired by GAHS unless all fingerprint and background information has been received and the Human Resources Manager or designee has concluded the applicant meets the suitability criteria.
- E. Identify and select members for the Interview Committee (see Section 2.14) and commence interview process.
- F. Develop or modify predetermined interview questions with scoring scale to be used in the interview. Additional questions may be posed during the interview at the discretion of the Interview Committee Chair and/or CEO.
- G. Tabulate the scoring of candidate interviewed, rank and provide a detailed synopsis of the candidates to the Interview Committee Chair and CEO to justify recommendation for Governing Board consideration. Only the top three candidates will be considered after tabulation has been completed.

## **2.16 CEO's Recommendation Option**

Upon receiving and reviewing the Interview Committee's recommendation, the CEO may schedule additional interviews or request additional information. After completion of his/her review, the CEO shall submit his or her recommendation to the Governing Board, along with the report of the Interview Committee.

## **2.17 Alternative to Interview Committee**

For hard to fill positions, vacancy announcements will not indicate a closing date by stating "open until filled". The Human Resources Manager or designee will confer with the Department Supervisor and CEO as application packets are submitted to determine when and if enough qualified applicants have applied. In cases when only one or two qualified applicants apply, the Human Resources Manager or designee will coordinate and schedule interviews while the hiring department Supervisor and CEO will appoint appropriate staff to conduct the interview.

## **2.18 Final Approval**

- A. Final Decision. All final employment decisions, including salary or salary range, shall be made by the Governing Board with the exception of Emergency Appointments. The Governing Board should stay out of the interview process due to micromanagement. The Governing Board shall interview applicants for the CEO position. The Governing Board action shall take place after receipt of the above-noted reports of the Interview Committee and/or CEO.
- B. Notification of Selection. The CEO and/or Human Resources Manager or designee shall notify the selected applicant and negotiate any outstanding terms and conditions of employment and the reporting date immediately following the actions of the GAHS Governing Board.
- C. Notice to Applicants. After the position is filled, all applicants will be notified in writing by the Human Resources Manager or designee that the position has been filled within five (5) days of filling the position.

## **2.19 Emergency Appointments**

- A. Emergency Designation. When an exigent circumstance occurs requiring the immediate services of a person in a particular position, the Human Resources Manager shall, with the approval of the CEO, certify such position for restricted advertising and hiring as determined by the CEO. This includes coverage for employees who are scheduled to be out of work due to an injury covered by GAHS' workman's compensation insurance, Medical Leave of Absence including FMLA, or Military Leave of Absence.
- B. Requirements for an Emergency Designation. Emergency certifications shall occur only if the CEO or designee make written affirmative findings that failure to immediately fill a position will: (1) pose a safety threat to persons or property; (2) jeopardize the integrity and successful completion of program objectives; and/or (3) result in the immediate loss or reduction of funds. One of the above factors may be sufficient for such action.
- C. Hiring Roster. Should an emergency hiring occur, all current applications for the vacated position and all other readily identifiable candidates, including current employees, will be used to create a roster. Efforts will be made to secure the widest circulation of job announcements as permitted by the emergency situation.
- D. Final Decision. The CEO shall make the final hiring decision and notify his/her decision to the Governing Board. In addition, the CEO shall keep the Governing Board apprised of the entire emergency hire process, from inception to completion.

- E. Maximum Appointment Period. No emergency hiring shall exceed one hundred twenty (120) calendar days. At the expiration of the one hundred twenty (120) day appointment, the contract will be terminated unless the employee has been duly appointed to that position after all employment procedures have been fulfilled.
- F. Preference. Preference will not be given to persons filling emergency contracts unless all requirements have been documented and the employee has been certified eligible.
- G. Pay. Where a current employee receives an emergency appointment under this section, rather than reassignment, the employee's pay will be adjusted to that of the new position. New emergency appointments are not eligible for holiday pay, sick leave, annual leave, personal leave, or health and life insurance. Emergency appointments are entitled to worker's compensation.

## **2.20 Substitute or Intermittent Professional Employees/Hiring**

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

- A. Position(s) advertised in and about the communities directly served by GAHS when intermittent contract positions become available during the ensuing school year.
- B. All such applicants who are deemed qualified by the Human Resources Manager, the Department Supervisor, and CEO, or designee, to act as substitute teacher or in other intermittent professional functions, together with their applications and the recommendation of the CEO or designee, shall be submitted to the Governing Board. The CEO, or designee, may, prior to submitting its recommendation, interview applicants.
- C. Those persons thereafter approved by the Governing Board, as intermittent contract professionals shall be offered an annual contract to serve on an intermittent basis.
- D. The CEO or designee, may select substitute teachers, as needed, from those having executed an annual contract for intermittent services as a substitute teacher.
- E. No intermittent contract professional so employed shall be entitled to any rights or benefits accorded to an employee by virtue of the Manual except as shall be required by law.
- F. The CEO may on his or her accord or on the recommendation by the department supervisor, without cause or notice, terminate the temporary employment of intermittent or short-term employee and rescind the contract. Such decisions shall, however, be reported to the Governing Board at their next regular meeting and the cause, if any, may be reported to the Governing Board in executive session.
- G. In the event, as to any defined intermittent or short-term professional function or position, no applicant remains or is available in the employee pool for that position, the CEO, or designee, may hire a person qualified to perform the duties of that position without regard to the requirements herein contained.
- H. Issuance of an intermittent contract shall not create a right to teach or work. Whether an intermittent employee is called to work and the amount of time an intermittent employee is allowed to work shall be at the discretion of GAHS Administration.
- I. Certified staff that substitute will accrue half time compensatory time for these duties.



## **2.21 Prerequisites to Commencement of Employment**

Applicants for any long-term position, which is defined as employment for a term in excess of sixty (60) calendar days, shall be hired by the Governing Board. No person shall begin the duties of employment without Governing Board approval, unless the position is considered emergency when temporary hiring is necessary. Temporary hires whose employment contract requires an extension beyond 60 days will require Governing Board approval.

## **2.22 General Background, Fingerprint Checks and Adjudication**

All employees, Board members, volunteers, and contractors 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 34 U.S.C. § 20351 *et seq.*, shall successfully complete a background check to include criminal history checks conducted pursuant to fingerprints checks as set forth in the above-noted laws and regulations to include applicable national, state and tribal jurisdictions, all as more fully set forth in the laws 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 the School which may allow them control over the School's students.

Employment at GAHS is contingent upon the results of the background check. In addition to regular and part-time GAHS employees, background checks are required for consultants and volunteers. GAHS may refuse to hire, or may review, or terminate any person who has been convicted of, or admitted committing any of the crimes listed below, or a similar offense in another jurisdiction. In addition, prospective employees shall certify in a sworn statement that they are not awaiting trial on, and have never been convicted of or admitted in open court, or pursuant to a plea agreement of committing any criminal offenses in any state or any other jurisdiction as specified below:

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

It shall be the duty and responsibility of the Human Resources Manager or designee to perform the duties and responsibilities of the adjudication officer as set forth in the above-noted federal laws and regulations. The CEO shall be the back-up adjudicating official. The adjudicating official shall 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 including, comparing the applicant's application to the background/fingerprint check, ensuring compliance with the above-noted statutes and regulations and, performing the adjudication functions as set forth in the above laws and statutes.

The Human Resources Manager or designee and the CEO shall have successfully completed background and fingerprint checks prior to the employee assuming their duties and shall further be trained in the above laws and their applications.

- A. Procedures for Background Checks, Employees Investigation and Adjudication
  1. The general purpose of this policy is to establish minimum standards of character and suitability for applicants, employees, Board Members, consultants, contractors and volunteers who have or may have regular contact with or control over the Native American students of GAHS.
  2. The Human Resource Manager or designee will develop processes and forms, as needed, for use when determining the suitability of applicants, employees, Board

Members, volunteers, and contractors. These processes and forms will provide documentations, and they may be based on processes and form suggested by the Bureau of Indian Education. The Human Resources Manager or designee will also secure the fingerprint, background check, and any forms, documents, and notes related to the determination in accordance with 25 C.F.R. § 63.23 (e). See Section 2.22 (K) below.

3. The specific primary purposes of this policy are to protect Native American students, reduce incidents of family violence and violence against children in the community and to provide a fair and objective adjudication process for all GAHS job applicants, Board Members, employees, consultants, contractors and volunteers.
4. To comply with federal regulations and directives while at the same time avoiding liability under the Navajo Preference in Employment Act. This will require balancing the above two considerations in that at times the directives of the BIE extend beyond P.L. 101-630 and P.L. 101-647, thereby potentially exposing the school to liability under the NPEA in that adverse action beyond that required by statute may not qualify as just cause. We will continue to request clarification from BIE directives and the ONLR to ensure the school is not placed in a double-bind.

B. Goals and Objectives

Goals

1. To protect our children.
  - a. To ensure no contact with or control over GAHS 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 our school and children for further protection of our students and staff.
  - c. Create confidence in our community, parents and children in the safety of our school.
2. Establish fair and reasonable standards for use in determining the suitability or unsuitability of employees, consultants, contractors and volunteers.
3. Fairly adjudicate all related controversies, cases and issues.
4. To fully comply with all applicable laws, including Public Law 101-630 as set forth at 25 U.S.C. § 3201 *et seq.*, known as Indian Child Protection and Family Violence Prevention Act; P.L. 101-647 as set forth 34 U.S.C. § 20351 *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.

Objectives

1. Identify crimes and behaviors which render a person suitable or unsuitable for contact with and control over Native American students.
2. Be clear in establishing the standards to provide notice to potential applicants, employees, consultants, contractors and volunteers.
3. Be reasonable so as not to bar 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 are 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 GAHS in the fingerprinting, background check and adjudicating process. As noted in paragraph I(C), there is potential liability should GAHS take adverse action against an employee beyond that required by law.
10. Ensure that no one is hired or allowed to provide volunteer or other services to the school

until an entire background check, including fingerprint and criminal history check is successfully completed.

C. Requirements

1. P.L. 101-630: Indian Child Protection and Family Violence Prevention Act
2. P.L. 101-647: Crime Control Act, Subchapter V – Child Care Worker Employment Background Checks
3. 25 CFR 63.10 *et seq.*: Implementation of P.L. 101-630 – All applicants, employees (including contractors) and volunteers that have regular contact or control over Indian children are subject to background investigations.
4. 15 N.N.C. § 601 *et seq.*: Navajo Preference in Employment Act
5. 1 N.N.C. § 1 *et seq.*: The Navajo Bill of Rights, 1 N.N.C. § 1 *et seq.*: 201 Navajo Fundamental Law

D. Verification Procedures for Pre-Employment

1. Employee Application Submission - The GAHS employment application shall ask or contain the following:
  - a. Ask whether the applicant, volunteer, or employee has been arrested or convicted of a crime involving a child, violence, sexual assault, sexual molestation, sexual exploitation, sexual contact or prostitution, crimes against persons, or drugs and alcohol including but not limited to driving under the influence and like or similar offenses;
  - b. Ask 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. Supplemental Questionnaires (form) - All applicants will be given the form with the employment application.
3. Authorization for Release and Waiver of all Claims for Employment Information.
4. Former Employer Reference Checks - Record check for former employer(s) / supervisor(s) for verification for at least the last 5 years. If applicable, record check of former military services.
5. Past Residence Checks - Verification of residence for at least the last 5 years in states, and reservations nationwide, including foreign countries, if applicable.
6. Former School Checks - Verification of last degree through transcripts, direct contact with schools, and education clearinghouse.
7. Credit History Checks, if applicable - All School financial personnel will have their credit history checked by a credit agency selected by the School.
8. Declaration Statement – Requires that employees, under oath, 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.

E. Personnel Background Check Requirements. All of the following shall have background check to include fingerprint check in federal and all applicable state and tribal jurisdictions.

1. All persons employed by GAHS and all School Board Members
2. Private or agency consultants and contractors
3. Volunteers having significant contact with or control over Native American students to include, but not be limited to, all tutoring, chaperoning, and field trip volunteers.
4. All contractors and their agents or employees who will provide services to the school

must have background checks.

- F. 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 school.
  6. FBI Fingerprint search and other identifying information utilizing the proper card, completion of full name, DOB, POB, SSN and correct ORI Number.
- G. Standards of Character Under P.L. 101-630:  
None of the individuals appointed to a positions working with children have been found guilty, pled guilty or pled nolo contendere to any felonious offense, or any two or more misdemeanor offenses defined in P.L. 101-630, specifically including 25 U.S.C. § 3207 and any amendments thereto.
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.
- H. Non-inclusive list of crimes which absolutely bar employment by or volunteering with GAHS 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/Battery
  7. Threatening/ Menacing
  8. Reckless Endangerment
  9. Kidnapping
  10. False Imprisonment
  11. Rape
  12. Sexual Assault and Sex Crimes
- I. 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

J. 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 GAHS receives notice or information of any arrest, charge or conviction for any felony or misdemeanor noted herein, the employee will be notified by the CEO and department supervisor and depending on the facts and circumstances immediate actions may be taken, including but not limited to administrative assignment away from the workplace. Employees have a duty to notify their supervisor immediately of any such arrest, charge or conviction.
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 shall 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 IX. 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 disqualifying Issue, standing alone, would probably not be disqualifying
  - c. Substantial disqualifying 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 |                  |
11. 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 supervisor
- 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 supervisor
- 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.

K. Protecting Investigative Information - confidentially must be a priority

- 1. Sensitive information (legal names, DOB, SSN, Samples of signatures, raw investigative data) in individual file folders will be in locked cabinet/file in locked office. Alternatively, the sensitive information may be maintained electronically if the

electronic files and/or electronic folders are appropriately secured and access is limited.

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**.

### **2.23 Commencement of Employment and Post-Employment Procedure**

The Human Resources Manager or designee will have worked directly with the Department Supervisor (aka, Hiring Manager) and the CEO, reporting to them the status of the recruitment process during the pre-employment period. Additionally, the Human Resources Manager would have and continue to facilitate the employment process leading up to the hiring of all employees approved by the Governing Board after the pre-employment procedures have been successfully completed. This includes the employment offer, negotiating a start date, conducting the new employee orientation and tracking post-employment requirements which include but not limited to medical examinations, First AID Certification and CPR Certification.

### **2.24 Employment Offer**

Based on the outcome of the interview process, reference checks and background checks, the Human Resources Manager or designee will confer with the Department Supervisor and present their recommendation to the CEO for hire of applicant ranked first and the second (should the first candidate not accept offer). The CEO will make the final recommendation to the Governing Board. If hired by the Governing Board, a contract of employment will be offered to the top candidate selected and in accordance with the Governing Board approved compensation and terms of the contract.

### **2.25 New Employee Orientation**

The Human Resources Manager in conjunction with the Supervisors are responsible for conducting an orientation to all new employees on their first day of employment which will consist of the following:

- A. Overview presentation on GAHS and the GAHS Policies and Procedures Manual.
- B. Completion of required forms which includes:
  1. Sign Employment Contract.
  2. Copy of Employee’s job description.
  3. United States Immigration and Naturalization Form I-9 as required by Federal law.
  4. Employee Acknowledgement form on employee’s responsibility to understand the GAHS Policies and Procedures manual.
  5. GAHS Confidentiality Agreement form.
  6. Drug Free Workplace – Notice to Employees agreement form.
  7. Internet Use Policy Agreement form.
  8. Statement of Understanding on FLSA Form W-4 for withholding of federal income tax.
  9. Arizona Form A-4 for withholding of state income tax.
  10. Arizona Form WECI (Withholding Exemption Certificate for Native Americans) for

use by tribally enrolled Native American employees who live and are employed within an Indian Reservation.

11. Benefit enrollment forms for Health (Medical, Dental, Vision) and Life Insurance.
  12. Other documents necessary for employee orientation and commencement of employment with GAHS.
- C. Overview of GAHS 401k Retirement plan.
  - D. The Human Resources Manager will compile the completed documents, make copies of applicable certificate(s), and complete a New Hire and Returnees Checklist to ensure all required and applicable documents have been completed and provide new employee with a copy of the New Hire and Returnees Checklist and the GAHS Policies and Procedures Manual.
  - E. The Facility Management and employee will complete a housing rental agreement, if necessary for the employee.
  - F. 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. Maintenance and technological employees will be trained on processing work orders via the SchoolDude at [myschoolbuilding.com](http://myschoolbuilding.com).

## 2.26 Required Certifications, Trainings and Medical Examinations

The Human Resources Manager will work with all newly hired employees to ensure they obtain a *CPR certificate*, *Standard First Aid certificate*, *Food Handlers Permit* and obtain a *Medical Examination which includes a TB Test* within their initial ninety (90) day probation period. Subsequent recertification; training and medical examinations are ultimately the responsibility of the employee. GAHS will arrange opportunities for employees to obtain schools sponsored trainings annually and may arrange opportunities for employees to obtain their recertification for Standard First AID certificates, CPR certificates, and Food Handlers Permits.

For facility maintenance and transportation drivers, medical examinations are required for all new hires to ensure they are fit for duty as the offer of employment and assignment to duties is contingent upon the results of the medical examination. Information on an employee's medical history or resulting from a physical examination will be filed and maintained separately from the employee's personnel file. Employees may be required to undergo a medical examination at the request of GAHS if their ability to perform their assigned duties warrant's it due to poor health and/or because it may potentially be a direct threat to the health and safety of other employees and students.

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

| <b>Training</b>   | <b>Frequency</b>  |
|---|-------------------|
| <i>Federal, State and Tribal Background Checks, AZ DPS Fingerprint Card (certified)</i> | Every 5 years     |
| <i>Child Abuse Reporting &amp; SCAN Procedures</i>                                      | Annually          |
| <i>CPRAED</i>   | Every Three years |
| <i>Defensive Driving Course</i>   | Every Three years |
| <i>School COOP &amp; Safety Plan</i>  | Annually          |
| <i>Security Awareness</i>   | Annually          |
| <i>Standard First Aid</i>   | Every Three years |
| <i>Food Handler's Permit</i>  | Every two years   |



## SECTION 3.0 EMPLOYMENT STATUS AND RECORDS

### 3.01 Employment Categories

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

A. Exempt and Non-Exempt Employees:

1. **Exempt** employees include executives; professional and administrative employees whose salaries are fixed based on an agreed annual rate and consequently are exempt from overtime compensation. Exempt employees are eligible for FLEX-time with the approval of the supervisor as necessary.
2. **Non-Exempt** employees include clerical, paraprofessionals, and other positions in which the agreed salary is based on an hourly rate of pay and who qualify for overtime compensation pay at a rate of time and one-half for hours worked in excess of 40 hours in a workweek. This applies to all non-exempt employees regardless of whether the employee is on probation or not.

B. In addition to the above, each employee belongs to one of the following employment category:

1. **Year-long (11, 12-month) Employees** are those who are regularly scheduled to work a full-time schedule on a year-long basis. Can be Certified, Classified, or Administrator.
2. **School-year (9, 10-month) Employees** are those who are not in a temporary or probationary status and who are regularly scheduled to work a full-time schedule during the school year. Can be Certified or Classified.
3. **Probationary Employees** are those newly hired whose performance is being evaluated to determine whether further employment in a specific position is appropriate. Newly hired employees are those employees who were not employed by GAHS immediately before hiring for the position, or whose contract was terminated or non-renewed more than (1) one calendar year before their rehire by GAHS for the subject position.

The new employee shall begin an Introductory Period to last 90 calendar days. By completing this introductory period, an employee is not guaranteed continued employment for any term and subject to various conditions. Probationary employees' employment may be terminated pursuant to the termination policies set forth in these policies and procedures. See Section, Probationary Period.

4. **Temporary Employees** are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category may not exceed 90 days per fiscal year. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until notified of a change. 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 employees' employment with GAHS terminates at the time stated in their contract. Temporary employees have no right to continued employment or to appeal the termination of their employment.

5. **Part-Time Employees** are employees hired for GAHS or full year who work less than 40 hours per week or less than the full time number of hours established for a position if

such number of hours is specifically set by these policies. Benefits for such employees are determined by their individual contracts with GAHS not these policies. If no benefits are given in said contract then it is presumed that the employment is without benefits or is not “eligible employees,” which are those who are entitled to receive benefits as described on pages 25 and 26. Prior to any non-employee providing services to GAHS, pursuant to a stipend or other arrangement, said person must complete the fingerprinting and background check as set forth above. Part time employees are subject to rules and standards of conduct set forth in these policies and have the right to the grievance and appeals procedures set forth herein.

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

### **3.02 Probationary Period**

- A. Newly hired employees filling a vacant or new position are probationary employees and shall be subject to a probationary period of ninety (90) calendar days. The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance. The following conditions apply to all probationary employees:
- B. Progress reports at one-month intervals shall be conducted by the immediate supervisor.
- C. A probationary period may be extended for one additional thirty (30) day period when recommended by the immediate supervisor, and with concurrence of the CEO and the Governing Board.
- D. Prior to the completion of the probationary period or any extension of the probationary period, the employee’s immediate supervisor shall conduct and complete an evaluation of the employee and with concurrence of the CEO and provide it to the Human Resources Manager to maintain.
- E. Probationary employees shall not be entitled to all employee benefits until successful completion of probationary period and/or converted to full-time employment status. Probationary employees are entitled to take leave on a case by case basis which requires the approval of the supervisor and CEO. If the employee successfully completes their probationary period and obtains the status of regular employee, the employee will be entitled to use their leave with approval of their supervisor only.
- F. Probationary employees may not be eligible for Leave without Pay under FMLA due to the requirements under the laws that govern FMLA which requires an employee to have worked 1,250 hours in a 12-month period unless breaks in service is due to the employee’s obligation to fulfill his or her National Guard or reserve military duty in the course of seven years. However, employees should ask the Human Resources Manager for further assistance in determining his or her eligibility status.
- G. When an immediate supervisor fails to conduct a probationary period evaluation and takes no action with concurrence of the Superintendent, the Human Resources Manager shall convert the employee to regular status and to notify the appropriate supervisor of the neglect of duty.

### **3.03 Bridging of Service**

Periods of GAHS service may be joined together (or "bridged") under the following conditions with the

corresponding results:

- A. An individual with one or more years of regular full-time service terminates employment at GAHS and then returns to service in a regular full-time position within a period of ninety (90) reinstated and probationary period is voided if filling the same position. Otherwise, ninety (90) day probation period applies.
- B. An individual with one or more years of regular full-time service whose employment was terminated due to a Reduction In Force (RIF) then returns to service in a regular full-time position within one calendar year. Any benefits eligibility in effect at the time of termination is immediately reinstated and probationary period is voided if filling the same position. Otherwise, ninety (90) day probation period applies.
- C. An individual with one or more years of regular full-time service terminates employment at GAHS and then returns to service in a regular full-time position after more than ninety calendar days whose contracts were non-renewed. Credit for periods of service prior to the termination will be given upon completion of one additional year of continuous service.

Persons should contact the Human Resources Manager to reestablish full service credit.

### **3.04 Employment Reference Checks**

To ensure that individuals who are employed by GAHS are well qualified and have a strong potential to be productive and successful, it is the responsibility of the Human Resources Manager or designee to check the employment references of all applicants. The Human Resources Manager or designee will also respond to all reference check inquiries from other employers. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held. No further employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry, unless required by law.

### **3.05 Personnel Record Updates**

It is the responsibility of each employee to promptly notify their Supervisor, CEO and the Human Resources Manager or designee of any changes in personnel data, such as, personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency. Educational accomplishments, transcripts and other such credentials shall be reported to the Human Resources Manager or designee by the employee. The Human Resources Manager or designee shall keep a current and confidential record of all reported information.

Teachers, Counselors, the CEO, and other employees who are required to be certified and/or licensed shall deliver proof of the required certification to the Human Resources Manager or designee. Each employee is responsible for obtaining and maintaining any required certification.

### **3.06 Access to Personnel Files**

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

Personnel files are the property of GAHS and access to the information they contain is restricted and confidential in accordance with federal and Navajo laws. Wherever the laws allow, the confidentiality of the information shall be maintained. Unless the laws direct otherwise, only supervisory management personnel or members of the Governing Board, at a duly called meeting, who have legitimate reason to review information in the file shall be allowed to do so. To the extent allowable by laws, personnel files will not be considered public records. An employee, who wishes to review his/her own file, should

contact the Human Resources Manager. With reasonable advance notice, an employee may review his/her own personnel file in GAHS's records and in the presence of the Human Resources Manager. No documents may be altered, added to, or removed from the file during such review. See also § 4.31, Records Request.

### **3.07 Non-Disclosure**

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

- A. Employee Demographic information
- B. Employee Compensation information
- C. Employee Medical file
- D. Students Records
- E. Pending projects and proposals

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

### **3.08 Employment Applications**

GAHS 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, disciplinary action leading up to and including termination of employment.

### **3.09 Performance Evaluation**

- A. *Policy.* Performance evaluations are a continuous process of measuring the quality of an employee's performance of job duties and responsibilities. The performance evaluation process: (1) provides the employee with the supervisor's assessment of areas of strengths and weaknesses which need improvement in the performance of assigned duties; (2) allows the employee and supervisor to plan professional development activities; and (3) provides the supervisor with a formal process for feedback to and from employees. Performance evaluation will be the supporting data used for individual personnel decisions and to plan group training, organizational restructuring and work force expansion.
- B. *Evaluation Period.* Annual performance evaluations will be conducted for all employees by their respective supervisor, departmental supervisor, or designee by April 1. New Employees will be evaluated within 30 days before the ending the 90-day probation period. However, GAHS reserves the right to conduct a performance evaluation at any time as determined by the employee's supervisor or the CEO.
- C. *Performance Standards.* Performance standards will be based upon the principle job elements set forth in the written Position Description and where possible, written in measurable objective statements. The CEO and supervisors are required to meet with staff during orientation to review performance standards. New employees will review the performance standards with the immediate supervisor within the first thirty (30) days of employment.
- D. *Deficiencies.* A formal performance evaluation will be conducted when unsatisfactory work performance is noted by the immediate supervisor. Follow-up performance improvement plans will include specific actions needed to be performed by the employee, along with a timeline within which improvement should be noted.

- E. *Administration.* The Human Resources Manager or designee will provide supervisors with performance evaluation forms for each employee in their areas of responsibility. Copies of the performance evaluation will be filed in each employee's personnel file.
- G. *CEO.* The Governing Board is responsible for conducting annual evaluations for the CEO. The evaluation shall be based upon criteria taken from the job description. All evaluations will be discussed with the CEO in an executive session of a duly called meeting. The CEO will be given a copy of the written evaluation.
- H. *Employee Comments.* Every performance evaluation form shall include a section for employee feedback. If the employee does not agree with the evaluation, a statement of non-concurrence can be included in the evaluation. Nothing further shall be added to the evaluation.

### **3.10 Position Descriptions**

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

### **3.11 Contract Renewal/Non-Renewal**

Renewal or Nonrenewal of employment at GAHS will be decided during the last quarter of an employee's current contract year; or if the employee's contract expires without a decision or action, the employee's employment with GAHS will be deemed to have been non-renewed and employee's employment with GAHS will terminate with the termination date of employee's current contract. As established by the Navajo Supreme court, a nonrenewal of an employment contract is not an "adverse action."

- A. *Certified Employees.* No later than the end of the school year, the CEO and department supervisor's shall submit his/her recommendations to the Governing Board with regard to whether current certified employees should or should not be offered new contracts for the following school year. In formulation of the recommendations, the CEO shall consult with the employee's immediate supervisors. The Governing Board shall make decisions regarding those recommendations before the end of the school year. If the Governing Board is unable to do so before the end of the school year, the Governing Board at its sole discretion, may defer their decision to a later date. However, it is the intent of the Governing Board that unless an unusual circumstance arises, they will make their decision on their recommendation for certified employees before the end of the school year.
  1. A non-renewal is not considered adverse action. The Governing Board does not recognize any tenure rights or rights to continued employment of any certified employee. Therefore, the decision to non-renew certified employees by the Governing Board is final and not subject to an appeal or grievance. Written notice of the non-renewal shall be provided to the employee as soon as possible after the Governing Board meeting.
  2. If the Governing Board elects to offer the certified employee a contract, the written contract shall be offered as soon as possible after the Governing Board meeting as appropriate. The employee shall accept or decline the contract in writing no later than fifteen (15) calendar days after written notice of the offer. If the contract is not accepted within the fifteen (15) calendar days, the offer shall be deemed to have been declined by the employee and shall be void thereafter.
  3. If by the end of the school year or reasonably thereafter, the Governing Board has neither

offered an employee a new contract, formally delayed action as provided herein, nor notified the employee that the Governing Board has decided not to offer him/her a new contract, such employee shall be deemed not to have been offered a new contract, and this situation shall be treated as a non-renewal of the contract. As stated in the paragraph above, this non-renewal is not adverse action and the employee shall not be entitled to commence an appeal or grievance review of this non-renewal.

**B. *Non-Certified Employees.***

1. No later than the end of the school year, the CEO and the department supervisor's shall submit his/her recommendations to the Governing Board with regard to whether current non-certified employees should or should not be offered new contracts for the following school year. In formulating his/her recommendations, CEO shall consult with the employee's supervisors. The Governing Board shall make decisions regarding these recommendations before the end of the school year. If the Governing Board is unable to do so by the end of the school year, the Governing Board at its sole discretion may continue their decision to a later date. However, it is the intent of the Governing Board that unless an unusual circumstance arises, they will make their decision on their recommendation for non-certified employees before the end of the school year.
  2. A non-renewal is not considered adverse action. The Governing Board does not recognize any tenure rights or rights to continued employment of any non-certified employee. Therefore, the decision to non-renew by the Governing Board is final and is not subject to an appeal or grievance. Written notice of the non-renewal shall be provided to the employee as soon as possible/practicable after the Governing Board meeting.
  3. If the Governing Board elects to offer the non-certified employee a contract, the written contract shall be offered as soon as possible after the Governing Board meeting as appropriate. The employee shall accept or decline the contract in writing no later than ten (10) calendar days after written notice of the offer. If the contract is not accepted within the ten (10) calendar days, the offer shall be deemed to have been declined by the employee and shall be void thereafter.
  4. If by the end of the school year or reasonably thereafter, the Governing Board has neither offered an employee a new contract, formally delayed action as provided herein, nor notified the employee that the Governing Board has decided not to offer him/her a new contract, such employee shall be deemed not to have been offered a new contract, and this situation shall be treated as a non-renewal of the contract. As stated in the paragraph above, this non-renewal is not adverse action and the employee shall not be entitled to commence an appeal or grievance review of this non-renewal.
  5. For Non-Certified employees whose contract is from October 1 through September 30, the sixty (60) day rule applies. Instead of April 30, the date would be August 31.
- C. *Probationary Employees:* If the employee has not completed his/her probationary period under the old contract, then the probationary period will be continued into the new contract term. The offering of a contract renewal to a probationary employee is not considered a satisfactory completion of the probationary period. The probationary period shall continue for the mandatory ninety (90) calendar days or greater if the period is extended.
- D. *Temporary Employees:* If temporary employees are not hired for any specific contract term, the contract renewal provisions described herein do not apply to temporary employees.

## **SECTION 4.0 MANAGEMENT OF THE WORK FORCE**

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

The regular business hours of GAHS shall be 7:45 a.m. to 4:00 p.m. for Certified Staff and 8:00 a.m. to 5:00 p.m., Monday through Friday for Classified Staff based on their contract hours or alternative schedule; however, work schedules may vary for individuals and departments to accomplish the duties and responsibilities assigned them. All lunch and other breaks shall be scheduled to insure ongoing service to the students and public.

At times, circumstances will require schedules for employees to vary throughout GAHS. Also, different terms and conditions apply to exempt and non-exempt employees under these policies. This is particularly important relative to overtime eligibility. Supervisors will advise employees of their individual work schedules and any variations in such schedules. As stated, staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day of the week. Staff, however, may not work in excess of a straight twelve-hour shift with the exception of Bus Drivers who may be required to work no more than fifteen hours for trips that necessitate it. The CEO is authorized to declare administrative leaves when the situation dictates.

### **4.02 Attendance and Punctuality**

To maintain a safe and productive work environment, GAHS 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 GAHS. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

### **4.03 Dress**

Employees are expected to pay particular attention to their appearance and dress in a manner consistent with their functions and duties within an educational institution, which serves their constituents; students parents, and co-workers. Administrative and Teaching staff shall dress in a manner that reflect the standards, morals and ethics they are expected to uphold as they visibly represent a level of professionalism GAHS strives to achieve on a daily basis. Thus, the impression made on students, parents, and visitors must be of foremost consideration. Employees are expected to dress in a manner appropriate for their line of work and must refrain from wearing T-shirts, shorts or jeans with holes; or clothing that has signs or designs of drugs or gangs.

### **4.04 Absences**

If an employee is unable to report for duty, the employee shall notify and communicate with their immediate supervisor at least one hour prior to the beginning of work. Employees are encouraged to plan ahead and notify their supervisors of any leave request several days in advance. Failure to do so may result in disciplinary action.

### **4.05 Absence Without Leave/Lateness**

All unauthorized and/or unreported absences will be considered Absence Without Leave (AWOL), and a deduction of pay for the time missed will be made. This shall include absence due to lateness or due to leaving early or any other absence that is not specifically excused. Such absences will be grounds for disciplinary action. AWOL for three days within a calendar month will be deemed a resignation from employment.

#### **4.06 Outside Employment**

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

#### **4.07 Training**

All employees are encouraged to develop skills through on-duty and off-duty training. When funds are available, training will be provided by GAHS. All school-year (9, 10, 11-month) employees who receive training at the expense of GAHS during the summer shall have an approved renewed contract for the new school year and are expected to work for GAHS the following year. Any employee who chooses not to work at GAHS during the year following summer training shall reimburse GAHS for the cost of the training. Training paid by GAHS during GAHS school year is exempt from this ruling.

- A. In-Service Training. Workshops for GAHS employees will be held as needed. Each department supervisor will be responsible for assessment of training and will direct requests in writing to the CEO or designee for any training. An employee who attends off-site training may be required to provide In-Service-Training to the staff depending on its applicable value and need.
- B. Off-Site Training. Training opportunities that require travel and overnight stay must be approved by the CEO. If it is out of state and will require hotel accommodations and/or other travel-related expenses, the training opportunity must be approved by the employee's supervisor, CEO, and the Governing Board. In that case, the training request will be placed on the agenda for the next regular Governing Board meeting and must include a report from the Business Manager on the availability of funding for the training opportunity and travel expenses.
- C. Employee Development. The Department Supervisor will ensure that authorized employee development programs are properly administered and forwarded to the Human Resources Manager for tracking and filing in the employee's personnel file.
- D. Training Records. Employees and their supervisors will work closely with the Human Resources Manager to ensure records of all trainings received are maintained in each employee's personnel file.
- E. Tuition Reimbursement. GAHS may pay tuition to help employees reach a higher level of qualification only if authorized through a grant or other source of funding. Otherwise, GAHS will not pay for any tuition in general for any employee.

#### **4.08 Timekeeping**

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



the time they begin and end their work, as well as the beginning and ending time of each meal period. They must also record the beginning and ending time of any split shift or departure from work for personal reasons. Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment. Time cards can be kept at the work site.

It is the employee's responsibility to sign his or her time record and to certify the accuracy of all time recorded. 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 leave slips to the time sheet.) The supervisor will review and sign the time record 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.

#### **4.09 Paydays**

All employees are paid bi-weekly every other Thursday. Each paycheck will include earnings for all work performed through the end of the previous payroll period. In the event that a regularly scheduled payday falls on a regular day off or holiday, employees will receive pay on the last day of work before the regularly scheduled payday. If payday falls during an inter-session, school year employees will be paid on the regular payday. If an employee has direct deposit to their account, the Business Technician requires a 10-day advance notice to stop the direct deposit.

#### **4.10 Payroll Deductions**

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

#### **4.11 Safety**

To provide a safe and healthy work environment for students, employees and visitors, GAHS has established a workplace safety program. This program is a top priority for GAHS. The CEO 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.

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

All employees are expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report in writing (or may use a Work Order on SchoolDude or email) any unsafe condition to the immediate Supervisor. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately (within twenty-four (24) hours of the injury) notify the immediate supervisor. Such reports are necessary to comply with laws and initiate

insurance and workers' compensation benefits procedures. Employees who violate safety standards, who cause hazardous or dangerous situations, and/or who fail to report or, may be subject to disciplinary action, up to and including termination of employment.

#### **4.12 Meal Periods**

All full-time employees are allowed one meal period of a minimum of 30 minutes and up to 60 minutes in length each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time. School employees may be allowed to purchase and consume meals provided by the school cafeteria. Free meals may be provided to teachers who sit with and are supervising students.

#### **4.13 Overtime, Compensatory Time and Flex Time**

To support the School's academic, administrative, and service support objectives, employees may be expected to work extra hours beyond the normal workweek or the employee's normal schedule, or work a flexible schedule if required by the employee's supervisor and CEO. This also applies to emergency conditions which may require employees to be called into work based on the needs of GAHS.

- A. Overtime. *Non-exempt* employees qualify to receive overtime pay equal to one and one-half times their regular rate of pay after 40 hours of actual work has been accomplished within their scheduled workweek. Personal leave and holiday pay is not considered hours worked for purposes of performing overtime calculations. To receive overtime pay, the non-exempt employee's supervisor must pre-approve the overtime in writing. Overtime hours will not be paid without a supervisor's written pre-approval. Employees who attempt to work extra hours without supervisor approval may be subject to disciplinary action. Exempt employees, which include all Certified and Professional Staff, are not eligible to receive overtime.
  
- B. Compensatory Time Off for Non-Exempt Employees. Compensatory time off commonly known as "comp time" for *non-exempt* employees can be taken in lieu of overtime pay at calculation rate of time and a half. Thus, if an employee worked two hours over the 40-hour workweek and requested "comp time" instead of overtime pay, they would accrue a total of three hours of compensatory time.
  - 1. Maximum Hours of Compensatory Time  
When an employee has accrued 24 hours of compensatory time, no additional hours will be granted unless approved by the supervisor and Superintendent. Accurate record keeping of overtime hours worked and compensatory time credited on the Bi-Weekly Time Sheet is mandatory which will be tracked by the finance department. Departmental supervisors shall be responsible for assuring that compensatory time balances do not become excessive.
  - 2. Using Compensatory Time  
Accrued compensatory time should be used within a reasonable time frame; preferably within two pay periods it is accrued but may be extended over a period of time. When using compensatory time, employees must fill out a Leave Request Form and obtain prior approval from their supervisor which will be recorded on the employee time sheet.
  
- C. Compensatory Time Off for Exempt Employees. GAHS recognizes that exempt employees will from time to time, be required to work beyond their expected work hours in excess of 40 hours in a work-week. The provisions for exempt employee compensatory time off differs from that of non-exempt employees regarding the formula for "in lieu of overtime compensation" as exempt

employees are exempt from receiving overtime pay. Thus, compensatory time off will not be calculated at time and one-half, but straight time. The maximum hours and use of compensatory time as stated for non-exempt employees, apply to exempt employees equally. However, no compensation is provided for compensatory times not taken by exempt employees upon termination, but will be forfeited by default.

D. Flextime. Flex time allows employees flexibility in scheduling their work hours within the policy requirements set forth below.

1. Policy

Individuals may use a flextime work schedule if staffing coverage is adequate and sufficient to meet the operating requirements of the department as long as the parameters of the work scheduled totals five days of work in a workweek. No flextime schedule shall be approved requiring more than 40 hours of actual work in a workweek. The department supervision may, at its discretion, implement, continue, discontinue or modify flextime work schedules. At its discretion, the department's management has the right to return an employee to a standard work schedule.

2. Definitions

Flextime is a schedule by which an employee may work an alternate work schedule within specific limits dictated by the needs of the job, and is subject to management review and approval. The Flex time policy mandates that full-time employees who are non-exempt, complete a minimum of forty (40) hours work over a one week period. Flextime policy mandates that full-time employees who are exempt and scheduled to work an 80 hour schedule over a two week period, must complete a minimum of eighty (80) hours work over a two week period.

Time limits are placed on the amount of "flex" an employee has by establishing "core hours" and a "band width." *Core hours* are established by the departments and are the hours during which all employees must be on the job. *Band width* is established by the departments and is the span of time beginning at the earliest time an employee may start work and ending at the latest time an employee may stop work.

3. Responsibilities

Department management ensures that flextime is administered consistently and equitably within the department, and that flextime arrangements conform to GAHS policy. Management also ensures that staffing is always available to meet the operational requirements of the department.

The employee plans and organizes his or her time to meet the job requirements established by the department manager. Also, the employee shall inform the supervisor when coverage is not adequate. Any abuse of flextime scheduling is grounds for disciplinary action leading up to termination.

#### **4.14 Compensation Option**

Overtime may be compensated by compensatory time off at the discretion of employee and agreement of supervisor. Prior to working overtime the non-exempt employees must agree to the type of compensation preferred, either overtime or comp time equal to the overtime calculation. If an agreement cannot be reached comp time shall be paid.

#### **4.15 Compensation Guidelines**

GAHS uses the Fair Labor Standards Act as a guide to distinguish Exempt employees from Non-Exempt and the subsequent treatment in regard to compensation and compensatory time off.

#### **4.16 Merit Pay/Bonus Payments**

- A. Merit Pay Bonus. Merit Pay payments are lump sum payments, excluding applicable taxes and deductions, awarded to employees for performance.
  - 1. Bonus awards may be given to eligible employees based on their overall performance during the applicable rating period.
    - a. Eligibility for Merit Pay.
      - 1) An employee must be regular status (full-time and part-time) with at least one year of continuous service with GAHS and six months in his/her current position.
      - 2) An employee must be recommended for merit pay by the immediate supervisor and approved by the CEO and Governing Board.
      - 3) An employee must have an overall performance rating of "Significantly Exceeds Standards" or "Outstanding" or meet criteria of defined performance goals/plan provided by CEO and leadership team.
      - 4) An employee is deemed ineligible for merit pay if he/she terminates employment prior to the CEO and Governing Board's approval.
      - 5) An employee must not have received a step increase or bonus for the same rating period.
    - 2. Merit bonus payments will be processed in accordance with procedures developed and issued by the CEO and Governing Board.

#### **B. Bonus Payments**

When it is determined by the CEO and the Governing Board to be in the best interest of the School, bonus payments may be considered and approved. Human Resources will address these requests on a case-by-case basis.

#### **4.17 Emergency Closure/Evacuation**

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

When operations are officially closed due to emergency conditions, essential staff will be required to report to work. Essential Staff include the CEO, Principal, Business Manager, Human Resources Manager, Facility Maintenance Director, Facilities Staff, Assistant Principal, Support Services Director, Residential Supervisor, Food Services Manager, Lead Bus Driver, and Information Technology Technician. Other staff may be called upon depending on the nature and situation of the emergency. Non-essential personnel (classified staff) are not to report to duty without the prior consent of their supervisor. Non-essential personnel that report to work without such authorization will not be paid for days on which GAHS is closed due to emergency conditions. The time off from scheduled work will be treated as administrative leave with/out pay dependent upon the conditions and circumstances. Should time off from scheduled work be considered administrative leave without pay for Non-essential employees, they have the option to use Personal Leave while Essential employees will receive regular pay. Governing Board members will be informed of situations deemed as an emergency that warrant school closure and/or evacuation.

- A. Early release of employees due to: extreme weather conditions, or any other reason determined by the CEO or their designee to be appropriate, advance notice of early release shall be in writing and signed by the CEO or their designees.
- B. Early release shall not apply to employees on leave, travel or whose tour of duty does not cover

the period of the early release.

- C. Temporary closure of employee work sites or facilities due to environmental health hazards or other safety or health reasons. Administrative leave shall not be granted when affected employees can reasonably be assigned to alternative work sites.

#### **4.18 Use of Equipment and Vehicles**

Employees are expected to exercise care, and follow all operating instructions, safety standards, and guidelines, and notify their supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Use of school equipment and vehicles shall be for official school use only. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic violations is not allowed. Additionally, school equipment and vehicles may not be loaned or used for personal use under any conditions. Use of school equipment and/or vehicles in violation of this policy shall be grounds for discipline action up to and including termination. For detailed policies on school vehicles, see Article 2 Financial Policy and Procedures manual which further covers transportation use at GAHS.

#### **4.19 Control and Return of Property**

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

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

#### **4.20 Keys Policy**

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

A \$50.00 charge will be assessed for each key to cover the cost of replacement of the key and changing of the lock(s). If a master key is lost or misplaced, the person assigned the key shall be held responsible for the cost of replacing all of the locks that could be opened by the key in the amount of \$500.00 or more.

#### **4.21 Security Inspections**

In order to maintain a work environment that is free of controlled substances, alcohol, firearms, explosives, or other improper materials, GAHS reserves the right to conduct inspections at any given time, with or without prior notice. Those areas subject to inspection include desks, lockers, and other storage devices provided for use to employees, including articles found within them, whether deemed personal or property of GAHS. To this end, GAHS prohibits the possession, transfer, sale, or use of such materials on its premises. GAHS requires the cooperation of all employees in administering this policy.

#### **4.22 Monthly Reports**

Each department supervisors shall submit written reports to the CEO on a monthly basis on his/her department or program's progress during the last month. Since Governing Board meetings are scheduled each month, all reports shall be due by close of business on the Friday before the Governing Board meeting. All reports must be on time so that the CEO may finalize report for submission to the Governing Board. Any report submitted late or not submitted will be reflected in the department supervisor's personnel file.

#### **4.23 Staff Meetings**

A general staff meeting shall be held on an as-needed basis at the discretion of the CEO. Each department will have at least one meeting a month. "Leadership Team Meetings" will be held weekly or as necessary. Leadership Team consists of the senior administrators, the department supervisors, and others as designated by the CEO.

#### **4.24 Family/Personal Matters/Gossip**

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

#### **4.25 Political Activities**

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

- A. An employee shall not neglect his/her assigned duties and responsibilities because of permitted political activity.
- B. An employee may participate in any campaign and election so long as such participation does not interfere with his/her School duties and responsibilities.
- C. An employee shall not use the property, supplies and equipment of GAHS in performing political activities.
- D. With the approval of the Governing 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 GAHS.
- E. An employee shall not appear to represent GAHS without prior written authority of the Governing Board.
- F. An employee shall not participate in controversial issues outside GAHS campus in a manner that may reasonably be interpreted to be representative of GAHS or its position or in a manner that hinders the operation of GAHS. If an employee violates the provision they are subject to disciplinary action.

#### **4.26 Addendum to Contracts**

Employees will be given an addendum to their contract, i.e. coaching, club sponsorship, and teacher professional development at the discretion of the CEO based on the needs as they arise.

#### **4.27 Personnel Records Requests**

GAHS and its employees shall fully comply with the Navajo Nation Privacy and Access to Information Act (hereinafter “Act”) 2 N.N.C. §§ 81-91 and amendments thereto.

All document and record requests shall be made to the Human Resource Manager or designee and must be in writing, using GAHS Request for Records Form. School documents and records may only be provided pursuant to this procedure and upon completion of GAHS Request for Records Form. GAHS shall respond to all such requests as required by the Act and specifically 2 N.N.C. §§ 86 and 88, within ninety (90) days of the request, using GAHS Response to Request for Records Form.

A requesting party may appeal the denial of a Records Request to the CEO. An appeal must be in writing, stating the specific reasons why the record should be released and why the cited authority is

inapplicable and must be filed and received in the Office of the CEO within ten (10) business days of the denial. The CEO shall issue his/her decision on the appeal ten (10) business days or less from receipt of the appeal. The decision of the CEO is final unless reversed by the Navajo Nation Court pursuant to 2 N.N.C. §88 (6). Providing school documents other than through this procedure and use of the attached forms is grounds for disciplinary action up to and including termination.

GAHS shall apply the Act in concert with its policies relative to student confidentiality.

#### **4.28 Personal Property**

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

#### **4.29 Code of Ethics**

A. Professional Administrators. The code of ethics for professional administrators shall comply with the following:

1. Make the well-being of the students the basis of decision making and action.
2. Enforce and obey local, state, and national rules and laws in the performance of duties.
3. Exemplify high moral standards by not engaging in or becoming a party to such activities as fraud, embezzlement, deceit, moral turpitude, illegal drugs or use of misleading or false statements.
4. Respect the civil rights of those with whom the administrator has contact in the performance of duties.
5. Interpret, accurately represent, and implement the school board policies and administrative regulations.
6. Distinguish personal politics, attitudes, and opinions from stated school board policies.
7. Fulfill professional responsibilities with honesty and integrity.
8. Maintain professional relationships which are free from vindictiveness, willful intimidates, and disparagement.
9. Safeguard confidential information.
10. Not allow professional decisions or actions to be impaired or influenced by personal gain, gifts, gratuities, favors, and services made or withheld.
11. Avoid preferential treatment and conflicts of interest.
12. Honor all contracts until fulfillment, release, or dissolution upon mutual agreement of all parties.
13. Apply for, accept, offer, or assign a position of responsibility on the basis of professional preparation and legal qualifications.

14. Accurately represent his/her own qualifications and the evaluations and recommendations of others.
- B. Certified Teaching Staff. Obligations to Students. In fulfilling their obligations to the students, educators shall act as follows:
1. Not without just cause restrain students from independent action in their pursuit of learning;
  2. Not without just cause deny to the students access to varying points of view in the classroom;
  3. Not deliberately suppress or distort subject matter for which they bear responsibility;
  4. Make reasonable effort to maintain discipline and order in the classroom and the school system to protect the students from the conditions harmful to learning, health, and safety;
  5. Conduct professional business in such a way that they do not expose the students to unnecessary embarrassment or disparagement;
  6. Accord just and equitable treatment to every student, regardless of race, color, creed, sex, sexual preference, age, marital status, handicapping condition, national origin, or ethnic background;
  7. Not exploit a professional relationship with a student for personal gain or advantage;
  8. Keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;
  9. Maintain professional relationships with students in a manner which is free of vindictiveness and recrimination.
- C. Obligations to the Public. In fulfilling their obligations to the public, educators shall act as follows:
1. Take precautions to distinguish between their personal views and those of the School or governing Board;
  2. Not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions;
  3. Not interfere with a colleague's exercise of political and citizenship rights and responsibilities;
  4. Not exploit the School or governing Board for private gain;
  5. Not exploit the School or governing Board to promote political candidates or partisan political activities;
  6. Accept no gratuities, gifts, or favors that might impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage;
  7. Not engage in activities that would lead to a felony conviction;
  8. Not commit any act of moral turpitude or gross immorality.
- D. Obligations to the Profession. In fulfilling their obligations to the profession, educators shall act as follows:
1. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities;
  2. Maintain confidentiality of professional information acquired about colleagues in the course of employment, unless disclosure serves professional purposes;
  3. Discuss professional matters concerning colleagues in a professional manner;
  4. Accept a position or responsibility only on the basis of professional preparation and legal qualifications;



5. Adhere to the terms of a contract or appointment unless the contract has been altered without the consent of the affected parties, except as provided by law, legally terminated, or legally voided;
6. Use sound professional judgment in delegating professional responsibilities to others;
7. Not interfere with the free participation of colleagues in the affairs of their associations;
8. Not use coercive or threatening means in order to influence professional decisions of colleagues;
9. Not knowingly misrepresent their professional qualifications;
10. Not knowingly distort evaluation of colleagues;
11. Not criticize a colleague before students, except as unavoidably related to an administrative or judicial proceeding.

## SECTION 5.0 EMPLOYEE BENEFITS PROGRAMS

### 5.01 Employee Benefits

Employees at GAHS are provided the following described benefits. A number of the programs (such as Social Security and workers' compensation) cover all employees in the manner prescribed by law. Benefits eligibility is dependent upon a variety of factors, including employee classification. The exact parameters of the benefits and the amount, terms, conditions and limitations of certain benefits are dependent upon the particular policies in place. Employees should check with the Human Resources Manager or designee to determine the specific terms, conditions, limitations, etc., of the various types of benefits. Due to constraints such as funding, availability and other factors, the specific policies in place and, therefore, the terms and conditions thereof are subject to change. Due to the above factors, GAHS may in the event of the financial necessity and with notice to the staff make changes in benefits. All full-time employees and part-time employees (working 30 or more hours a week) are entitled to the following fringe benefits:

- A. Health insurance which includes Medical, Dental, Vision coverage, and Medicine Man Benefit Claim.
- B. Group Life Insurance.
- C. Accidental Death and Dismemberment Insurance.
- D. Retirement is a 414(h) pension plan called Defined Benefit plan and the optional 401 (k) retirement plan.
- E. Unemployment insurance. GAHS provides unemployment compensation coverage for its employees through its participation in the Arizona Department of Economic Security's (AZ DES) unemployment program. Eligibility is determined by AZ DES based on the circumstances of the case and the provisions of the Unemployment Compensation Act.
- F. Worker's compensation insurance to cover work related injuries. Employees are responsible to immediately report all work related injuries, not matter how minor, in conjunction with their supervisor and the Human Resources Manager or designee. The Human Resources Manager or designee will submit the worker's compensation claim to the worker's compensation insurance company. All three parties will work together in monitoring the worker's compensation claim and required directives. Employees who sustain work related injuries are eligible for a leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities. Neither GAHS nor the insurance carrier will be liable for 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 GAHS.
- G. The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the School health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

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

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

## 5.02 Holiday Pay

Holiday pay will be paid at twice the employee's rate of pay for time an employee is required to work on any of the holidays listed below. The following holidays shall be recognized as paid holidays:

- |     |                             |                                      |
|-----|-----------------------------|--------------------------------------|
| 1.  | New Year's Day              | January 1                            |
| 2.  | Martin Luther King, Jr. Day | 3 <sup>rd</sup> Monday in January    |
| 3.  | President's Day             | 4 <sup>th</sup> Monday in February   |
| 4.  | Sovereignty Day/Good Friday | April 7                              |
| 5.  | Memorial Day                | Last Monday in May                   |
| 6.  | Independence Day            | July 4                               |
| 7.  | Navajo Code Talker's Day    | August 14                            |
| 8.  | Labor Day                   | 1 <sup>st</sup> Monday in September  |
| 9.  | Western Navajo Fair Day     | 3 <sup>rd</sup> Friday in October    |
| 10. | Veterans' Day               | November 10                          |
| 11. | Thanksgiving Day            | 4 <sup>th</sup> Thursday in November |
| 12. | Family Day                  | 4 <sup>th</sup> Friday in November   |
| 13. | Christmas Eve               | December 24                          |
| 14. | Christmas Day               | December 25                          |

- A. According to applicable restrictions, the School will grant paid holiday time off to all eligible employees. Holiday pay will be calculated based on the employee's regular pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classifications:
1. Regular full-time employees
  2. School-year regular full-time employees
- B. Newly-hired probationary employees are not eligible for holiday pay during their probationary period. (School-year employees are eligible only for those holidays that occur during the School year.)
- C. If a recognized holiday falls during an eligible employee's paid absence (personal leave); holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.
- D. If a recognized holiday falls during an eligible employee's regular day off, holiday pay will not be calculated for pay.
- E. If an eligible non-exempt employee is required to work on a recognized holiday, he or she will receive holiday pay wages at two times his or her regular rate for the hours worked on the holiday. Exempt employees are not eligible for this holiday pay.
- F. Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime. (Refer to Section 4.13 - Overtime)

## 5.03 Personal Leave

Personal Leave includes both personal and sick leave. It is the policy of GAHS to not treat personal and sick leave separately, but to combine them under the term "Personal Leave." Personal leave as described in this policy is distinguished from other types of specific leave identified herein. Different conditions apply to the personal leave described in this section and the other leave identified herein.

Personal leave shall not be taken one business day prior to/or one day after a break (Christmas and Spring Break) unless prior written approval by the Department Supervisor and CEO substantiates the absence, and except in a deemed emergency situation such as illness, death of immediate family member, etc.

Employees are allotted a set number of personal leave days depending on the length of their employment contract. Year long, 12-months employees will be granted **26** days of personal leave and Year long, 11- month employees will be granted **24** days of personal leave while School Year 9 and 10-month employees will receive **10** days of personal leave. *Probationary* employees are eligible to take leave which must be approved by both the supervisor and the Principal.

**Carryover of unused leave:** At the end of contract period, unused personal leave can be carried over into the next contract period according to the following:

| <b>Amount of Unused Personal Leave</b> | <b>Permitted Carryover</b>  |
|--|---|
| Less than 80 hours                     | <ul style="list-style-type: none"> <li>• Employee may rollover remaining personal leave hours, OR</li> <li>• Employee may rollover up to <b>one-half</b> of unused personal leave</li> <li>• Remaining balance of unused personal leave may be paid to employee at his/her full hourly rate at the employee’s request.</li> </ul> |
| Exactly 80 hours                       | <ul style="list-style-type: none"> <li>• Employee may rollover all 80 hours, OR</li> <li>• Employee may rollover up to <b>one-half</b> of unused personal leave, and remaining balance may be paid to employee at his/her full hourly rate at the employee’s request.</li> </ul>  |
| More than 80 hours                     | <ul style="list-style-type: none"> <li>• First 80 hours <u>must</u> be rolled over.</li> <li>• Employee may be paid for <b>one-half</b> of unused personal leave <u>above</u> 80 hours at the employee’s request.</li> <li>• All remaining unused personal leave is lost.</li> </ul>  |

Should an employee terminate their employment for any reason while on probation, they will not be entitled to be paid out for any unused personal leave. Should a regular full-time eligible employee terminate their employment, they will receive payment for any unused personal leave proportionate to the amount of time they served. Should an employee’s contract be non-renewed the employee will be paid for one-half of his/her unused personal leave at his/her full hourly rate up to a maximum of 40 hours. Temporary or Part-time employees are not eligible for personal leave.

It is the responsibility of the Business Technician to keep accounting of all employee’s personal leave.

Personal leave is granted as a privilege rather than a right and is subject to supervisory approval. It should be clearly understood that personal leave is granted to employees at the convenience of the school except in those cases which constitute an emergency. Personal leave not considered an emergency, may be denied due to the requirements of the workload.

Because personal leave is a privilege it is in the employee’s best interest to manage their personal leave usage appropriately. It is a common misconception that just because you have a certain amount of personal leave hours accrued you have the right to TAKE those hours and calling in leaving a message or not communicating directly with your immediate supervisor does not constitute approval of request for leave and is considered insubordination; therefore, disciplinary action will apply.

#### 5.04 Other Types of Available Leave

As stated above, when and how leave benefits are used is subject to supervisory approval. This is also true for the leave identified below. Employees should keep in mind that the use of this leave is also granted as a privilege rather than a right. Leave may be denied due to the requirements of the workplace.

Unless expressly stated in a specific policy otherwise, the various types of leave described in this policy and below do not carry over from year to year, nor is an employee paid for such unused leave. The leave covered by this policy and below begins to accrue anew, each year, at the beginning of the year and pro rata (based on the amount of time worked that year) unless expressly stated otherwise in a specific policy. Any expressly noted exceptions only apply to the specific policy wherein the exception is contained and the type of leave described therein.

- A. **Jury Duty.** Leave for jury duty shall be granted for up to three days. An eligible employee shall reimburse GAHS for any fees received for jury duty, with the exception of mileage reimbursement. It is important to notify the immediate supervisor and insure that is noted on time card. The jury duty notice must be submitted to the immediate supervisor in order to receive jury leave.
- B. **Bereavement Leave.** Full-time employees may be paid up to thirty (32) hours of bereavement leave per year, upon death of a member of their immediate family: husband, wife, son, daughter grandchildren, aunt, uncle, and grandparents. Bereavement leave shall not be charged to regular leave. The full amount of yearly bereavement leave accrues at the beginning of the contract year and shall not be carried over from one year to the next year. Funeral leave will be included as a part of bereavement leave which involve any person(s) related by consanguinity (blood) or affinity (marriage) within the third degree (uncles, aunt, nephew, niece, great grand-parent, or great grandchild).
  1. Allowable lengths of absences shall be as follows:
    - a. *Immediate Family*  
In the event of the death of a parent, spouse or child – **Not to exceed Thirty-two (32) consecutive hours leave within a school year.**
    - b. *Close Family/ Resident of Household*  
In the event of the death of a sister, brother, grandchild, grandparent, or resident of the same household as the employee - **Not to exceed Thirty-two (32) consecutive hours leave within a school year.**
    - c. *Relative*  
In the event of the death of a first cousin, aunt, uncle, niece, or nephew - **Day of Funeral.**
    - d. *Distant Relative*  
In the event of the death of a distant relative - **Personal Leave must be used**  
Relationship by marriage is the same as relationship by blood.
    - e. *Other*  
Friend, co-workers, colleagues - **Personal leave must be used.** For school employees a delegation of not more than five faculty members there will be no salary loss to attend the funeral. The members to be selected shall be chosen on the basis of seniority of service in the school, or by the faculty as a group if that method of selection is preferred. Others who earn Personal Leave must use it if they wish to take off work, or they may secure a leave with full loss of salary.
  2. Extension of Time. In cases where fewer than four calendar days are provided, the CEO may extend the number of days without loss of salary to a maximum of five days dating

from the date of death and including Saturdays, Sundays, and holidays if the circumstances warrant an extension. In applying for an extension of time, a letter must be submitted explaining why the extension is necessary.

3. Period of Mourning. When a period of mourning is religiously required, employees will be paid 1/3 of base pay for each working day's absence beyond the time allowed, for a maximum of five days without loss of salary.

**Note:** Bereavement Leave hours can be divided as needed throughout the school year, but shall not exceed Thirty-two (32) hours leave within a school year.

- C. **Leave Without Pay.** Upon approval by the employee's supervisor and the CEO, an employee may be granted leave without pay for a specified period of time. During leave without pay, extending beyond thirty (30) days, an employee must pay the cost of the continuation of any health benefits except in the case of leave without pay associated with a Worker's Compensation injury.
- D. **Leave Request/Approval:** Leave can only be granted by the immediate supervisor. Leave cannot be approved over the phone by anyone other than the employee's immediate supervisor. If the employee's immediate supervisor is unavailable, leave approval will follow the chain of command. If supervisory personnel do not approve leave, it will be leave without pay. Taking leave without appropriate approval may result in disciplinary action up to and including dismissal.
- E. **Donation of Leave.** An employee may donate up to one-half of his/her personal leave to a leave bank for employees in need of such leave in emergency or hardship circumstances. The donation of leave applies to the extreme medical or health problem of an employee and does not apply for the medical or health problem of members of an employee's immediate or extended family. The employee's emergency or hardship must be documented in writing and be supported by a doctor's written statement. The donating employee's Supervisor shall determine, in writing, whether or not an actual emergency or hardship exists. The Supervisor's decision regarding the existence of an actual emergency or hardship may be appealed in writing to the CEO or designee. Any such appeal must be filed by the donating employee with the CEO within three (3) working days of the Supervisor's writing decision. The CEO decision shall be final. The donating employee must complete the designated Donation of Leave Request form and follow the procedures outlines.  
  
The donating employee must understand and acknowledge on the request form that the donating employee will no longer have any right to the leave that he/she donates and the employee shall not receive any pay for leave donated. Upon donating leave, the donating employee forfeits all rights related to the donated leave and shall have no legal recourse to claim such leave or payment for such leave.
- F. **Leave to Chaperone Immediate Family Member.** Employees of the School who request or volunteer to chaperone student trips in which their own child(ren) are participants will be required to take personal leave time, or be placed on leave without pay.

## 5.05 Administrative Reassignment With Pay

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

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

#### **5.06 Family and Medical Leave, and Military Family Leave Entitlements under FMLA**

As long as it has 50 or more employees, GAHS shall comply with the federal Family and Medical Leave Act of 1993. If GAHS has less than 50 employees it is not subject to and shall not follow the FMLA and all FMLA-related policies herein shall be void. The purpose of the Act is to provide eligible employees with twelve (12) workweeks of leave without pay for family and serious medical reason without losing their job. The employee who is eligible for family medical leave must apply for leave of absence under FMLA.

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

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

##### **A. Military Family Leave Entitlements under FMLA**

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

- B.** FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

During FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

##### **C. FMLA Eligibility Requirements**

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

For purposes of this policy, employees affected by pregnancy, childbirth, or related medical

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

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

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

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

Subject to the terms, conditions, and limitations of the applicable plans, GAHS will continue to provide health insurance benefits for the full period of the approved medical leave. Benefit accruals, such as sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment. If an employee fails to report to work promptly at the end of the medical leave, GAHS will assume that the employee has abandoned his/her job. (See Family and Medical Leave Act 29 CFR Part 825)

### **5.07 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 personal 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 annual leave accrual and job seniority rights.

### **5.09 Disability**

Employees may use personal illness and wage continuation. See the Employee Benefits section for more information on this benefit.



## **5.10 Graduation**

Employees may attend their own graduation with no loss of salary. Available Personal Leave must be used for other graduations or Leave Without Pay (LWOP) shall apply.

## **5.11 Court Appearances**

Employees who appear as defendants, plaintiffs, or witnesses in cases arising out of school-connected incidents experience no loss of salary. Employees who are subpoenaed as witnesses for a case experience no loss of salary, provided they are not parties (defendant or plaintiff) in the case.

For personal cases, personal leave must be used; if employees do not have personal leave, Leave Without Pay (LWOP) shall apply.

## **5.12 Jury Duty**

Employees summoned for jury duty must submit the summons to their administrator. There will be no loss of salary if the employee pays for expenses. Employee shall take leave if the summons for Jury duty allows for cost reimbursement or travel advances from the court system.

If the jury is not in session for a day or more, employees must report to their work location.

## **5.13 Unexcused Absence**

Any unexcused absence will result in a full salary deduction (LWOP) for the day(s) missed and may lead to disciplinary action.

## **5.14 Time Off to Vote**

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

## **5.15 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 GAHS. Therefore, all employees in supervisory positions are expected to comply with the following supervisory standards of conduct. Failure to comply therewith shall constitute a violation of this Manual and will be cause for discipline contained under the Table of Disciplinary Penalties. All supervisors shall comply with and fulfill the following standards of conduct:

- A. Develop and maintain the highest possible level of performance in their work areas.
- B. Develop and maintain good employee working relationships and conduct in their work areas.
- C. Plan, organize, direct, coordinate and supervise all functional activities and responsibilities within their assigned work areas.
- D. Prepare budgets, performance reports and other documents as required.
- E. Submit reports and other documents to the CEO and School Governing 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 GAHS in official functions as directed.
- J. Approve or disapprove documents in accordance with established policies and procedures.
- K. Maintain reporting relationships.
- L. Coordinate activities with other departments.
- M. Monitor the presence of unauthorized individuals at the worksite and take appropriate action.
- N. The supervisor shall at all times comply with all terms of the supervisory position description.
- O. The supervisor shall at all times maintain open and honest communication with supervised staff personnel.
- P. Shall be honest and trustworthy in dealings with the school.
- Q. The supervisor shall at all times maintain a cooperative attitude toward all supervised staff for the accomplishment of defined goals.
- R. The supervisor shall provide active support of supervised staff in accomplishing their assigned duties and their efforts toward professional development consistent with school and departmental goals and policies and within the limits of available funds.
- S. The supervisor shall, at all times, adhere to all provisions of the Manual and shall enforce the terms thereof equally and fairly with regard to all supervised employees.
- T. Generally, employees of the GAHS are expected to conduct themselves on the job in a respectable manner. Employees are considered to be on the job at all times when they are on campus or otherwise on official school business on or off campus.

#### **5.16 Standards of Conduct**

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

- A. The failure or refusal, without just cause, to obey or carry out any orders, instructions, assignments, or duties within the time designated by one in a position of authority for the performance of said orders, instructions, assignments or duties.
- B. The failure to maintain, to all persons, conduct, demeanor and speech exhibiting the respect and professionalism appropriate to the employee of an educational institution.
- C. Failure, without just cause, to obey or comply with any directive or adopted and published policy of the Governing Board and/or CEO.
- 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 foreseeable endanger or cause physical or emotional damage or educational or moral harm to any student of the GAHS at any time while said student is enrolled as a student. The GAHS 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 foreseeable endanger or cause physical harm to another employee.
- I. Failure to disclose or report, to a person in a position of relevant authority, any conduct, occurrence, information or condition, which if not so disclosed or reported, will or is likely to cause harm, loss or damage to GAHS, or any employee or student thereof.
- J. Any violation of the Drug Free Workplace Policy. This shall include the abuse of any controlled

- substance, including, but not limited to, alcohol.
- K. The unauthorized use or the illegal operation of any vehicle owned, leased or in the possession of the Governing Board or the United States government, or permitting of such unauthorized use or illegal operation by another.
  - L. The use, without proper authorization of the CEO, of School property.
  - M. The alteration without proper authority, or falsification of any official student or School record, reinstatement, certificates, grades, ratings, or reports with regard to any test, certificate or appointment.
  - N. Theft of property belonging to or in the care and/or custody of GAHS or any other employee or student of GAHS.
  - O. No employee shall place or allow themselves be placed in a situation or pursue a course of conduct involving a student which will or may be reasonably perceived by the student or such other person or persons who may also be present, as compromising to the welfare, morality or comfort of the student.
  - P. No employee shall either solicit or accept any reward, favor, gift or any other form of gratuity for the anticipation of, or in return for, any performance or non-performance of any duty from a vendor, contractor, firm, or individual or any other source having or proposing to have or do business with GAHS, its programs or operations.
  - Q. No employee shall conduct or participate in any unauthorized political activity during working hours or when using School property or facilities.
  - R. No employee shall presume to speak for, or on behalf of, GAHS, the Governing 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 GAHS, its policies or operations.
  - S. Employees shall dress in a manner appropriate and proper with respect to their position, the occasion and their function while on duty or when representing GAHS in any capacity. "T" shirts, shorts, and flip flops are not considered proper attire for professional teachers while on duty.
  - 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 GAHS, without the specific authorization of the CEO.
  - U. Failure of a supervisor to comply with the previous Section of this Manual.
  - V. No employee shall engage in any activity of misconduct, abuse, or harassment of a sexual nature towards any other employee or student of GAHS.
  - W. No employee shall use or be under the influence of any substance, which may alter the mind or impair the physiological functioning while on duty.
  - X. No employee shall be arrested or convicted by any recognized police agency or judicial body for abusing or being under the influence of substances, including alcohol.
  - Y. The employee shall not directly or indirectly, give, render, pay, offer, solicit or accept any money, service or other valuable consideration for or on account of any appointment, grade, proposed appointment, promotion, or proposed motion to a position at GAHS or affiliated with GAHS or any business transactions of GAHS.
  - Z. No employee, examiner, or other, will obstruct another from examination, eligibility certification or appointment under these policies, nor to furnish special or unpublished information for the purpose of affecting the rights or prospects with respect to employment.
  - AA. No employee shall convince or attempt to persuade any employee or student to commit an unlawful act or acts in violation of these policies, Navajo Nation, United States or State of

Arizona laws or regulations.

- BB. No employee shall engage in vending, soliciting or collecting contributions on the campus at any time, without prior written authorization of the CEO.
- CC. No employee shall use equipment of GAHS without proper authorization.
- DD. Employees will at all times be responsible with money or property of GAHS and carelessness or negligence with the same shall be a violation of these policies.
- EE. GAHS employees may not engage in conduct that unreasonably interferes with work performance or creates an intimidating, hostile, or offensive work environment. A supervisor's reasonable efforts to enforce job duties, work performance standards, and/or conduct standards are not considered harassment.

### **5.17 Community Standards**

Employees acknowledge and understand that GAHS belongs to the community, which it serves for the purpose of providing educational opportunities to all. For this reason, all employees of GAHS are expected to maintain high standards of conduct, in conformance with acceptable and reasonable community standards.

It must be recognized that every School employee's actions and conduct will be viewed and appraised by the community, staff, and students. Employees who compromise or embarrass GAHS by violating community standards are not considered appropriate for employment at GAHS and are not suitable role models for the students. Such employees may face disciplinary action up to and including termination.

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

- A. Public displays of affection;
- B. Showing up to work with "hickeys" on visible parts of the body;
- C. Inappropriate behavior in public.

### **5.18 Workplace Violence**

It is the Schools desire to maintain a safe environment for the employee and students to conduct business and fulfill its mission. Specifically this policy relates to all employees, students, parents, citizens, vendors, significant others, and any other individual having contact with the School. For the purposes of this policy, violence and threats of violence include, but are not limited to:

- A. Any act which is physically assaulting;
- B. Any substantial threat to harm or to endanger the safety of others;
- C. Behaviors or actions interpreted by a reasonable person as carrying the potential for violence and/or acts of aggression;
- D. Any substantial threat to destroy property;
- E. Possession on work site of any weapon or dangerous instrument (e.g., any type of firearms, certain knives, brass or metal knuckles, etc.), unless required by position duties (e.g., Police Officer).

Threatening behaviors, acts of aggression, and violence will result in appropriate action by the School, up to and including dismissal and contacting of public law enforcement. Civil and criminal penalties will be pursued as deemed appropriate. It is the responsibility of every employee of GAHS to take any threat or violent act seriously, to consult with appropriate personnel and to take action as recommended by these resources and guidelines.

Please notify the CEO regarding any actual or perceived violence occurring. In the case of an emergency, it may be appropriate to call (928) 283-3111.

## 5.19 Drug-Free Workplace

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

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

- A. *Conviction*: A finding of guilt or the imposition of sentence, or both, by a court of competent jurisdiction, concerning a criminal violation occurring in the workplace, of any drug law of the United States of America, the State of Arizona, or other state, or the 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 there from.
- D. *Employee*: Every employee at GAHS.
- E. *Workplace*: The grounds, buildings, equipment, furniture, and vehicles belonging to and are under the authority of GAHS, all roadways and parking lots within the exterior boundaries of the land granted to GAHS and any location where the employee is performing School duties or functions. This definition shall specifically exclude the interior of residences used by employees exclusively for residential purposes, which are under the authority or maintenance GAHS.

## 5.20 Notice to Employees

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

## 5.21 Uniform Conditions of Employment

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

- A. Abide by the terms and requirements of this Manual and of the Notice to Employees provided in the previous Section.
- B. Notify the CEO, or designee, in writing within five (5) calendar days of his or her conviction by any court of competent jurisdiction of drug abuse involving a controlled substance occurring in the workplace. Failure to do so invokes the Table of Disciplinary Penalties.
- C. Upon reasonable suspicion or other circumstances warranting, make available and permit inspection, for the purpose of assuring a drug-free workplace, of all government, school and personal property in or brought into the workplace, which is under the control or use of the employee. Any such inspection may be made without prior notice being given to the employee.

## **5.22 Procedure Upon Receiving Notice of Drug Abuse Conviction**

If disciplinary action has not been initiated, upon receiving the notice of a drug abuse conviction involving a controlled substance, been instituted or completed by GAHS, the CEO 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 CEO 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 CEO 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 GAHS. Such notice shall be provided, in writing, to the appropriate grant or contract officer within ten (10) calendar days of receiving notice of 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.

## **5.23 Drug Awareness Program**

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

- A. The format and course content for the program shall be developed and maintained in consultation with the CEO 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 CEO or his or her designee. Approval of the format and course content and any modifications thereof shall be subject to the approval of the CEO.
- 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. GAHS' 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.

## **5.24 Controlled Substance and Alcohol Policy**

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

Any employee who has apparently consumed alcoholic beverages or controlled substances prior to a

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

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

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

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

#### **5.25 Smoking/Chewing Tobacco/Controlled Substances**

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

#### **5.26 Prohibition Against Tobacco, Alcohol and/or Controlled Substance Related Clothing Material and/or Items**

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

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

#### **5.27 Non-Discrimination, Sexual Harassment, and Harassment in General**

GAHS is committed to maintaining a safe and healthy work environment that is free of harassment or discrimination. GAHS will not tolerate unlawful harassment of our employees by anyone, including any

supervisor, co-worker, subordinate, Governing Board or third party. In general, harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based on a person's race, religion, gender, national origin, age, disability, material status, sexual preference, or gender identity. Harassment that affects job benefits, interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment that will not be tolerated.

GAHS will investigate credible complaints and take appropriate action on all confirmed violations of this Section 5.27. The CEO, or the CEO's designee, will investigate and document credible complaints filed under this policy on a case-by-case basis and the time necessary for an investigation may vary. The CEO, or the CEO's designee, will maintain confidentiality to the highest extent reasonably possible; provided that confidentiality does not mean that the identity and claims of an accuser can or will be withheld from the alleged harasser. The CEO, or the CEO's designee, will also investigate incidents of policy violation that are raised by the Board, even though no complaint has been made.

If disciplinary action is imposed for violations of this policy, the disciplined employee may appeal the disciplinary action under Section 6.06.

#### A. Statement of Philosophy

GAHS is proud of its tradition of providing all employees with a congenial work environment in which all individuals are treated with respect and dignity. Employees have the right to work in a professional atmosphere that promotes equal opportunities for all employees and prohibits discriminatory practices, including sexual harassment. Discrimination, sexual harassment, and other harassing conduct between employees, whether verbal, physical, or environmental, is unacceptable and will not be tolerated—regardless of whether the harassment occurs on or off GAHS's campus or while the employees are on or off duty, including but not limited to business trips and school-related events.

#### B. Non-Discrimination

The Board is committed to a policy of non-discrimination in relation to race, religion, gender, national origin, age, disability, material status, sexual preference, or gender identity. This policy will apply in all matters concerning employees, students, the public, educational programs and services, and individuals with whom the Board does business.

#### C. Sexual Harassment

Sexually harassing or offensive conduct will qualify as sexual harassment even without any intent to harass or offend. Sexual harassment may include, but is not limited to:

1. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when made by a member of the GAHS staff to a staff member or to a student, or when made by a student to another student.
2. Suggestive or obscene letters, notes, invitations, derogatory comments, slurs, jokes, epithets, assault, touching, impeding, or blocking movement, leering, gestures, or display of sexually suggestive objects, pictures, or cartoons. GAHS is an educational institution serving students in grades 9 through 12 and their parents. To protect the health, welfare, and personal and moral development of students, GAHS considers all suggestive or obscene letters, notes, invitations, and all other similar content, communications and images to be harassing and/or creating a hostile environment, even if such communications are not intended to harass or offend any other person.



3. Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction between peers is not considered sexual harassment)
4. Implying or withholding support for an appointment, promotion, or change of assignment; suggesting that a poor performance report will be prepared; suggesting that probation will be failed; implying or actually withholding grades earned or deserved; or suggesting that a scholarship recommendation or college application will be denied.
5. Coercive sexual behavior used to control, influence, or affect the career, salary, and/or work environment of another employee; or engaging in coercive sexual behavior to control, influence, or affect the educational opportunities, grades, and/or learning environment of a student.
6. Offering or granting favors or educational or employment benefits, such as grades or promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, etc., in exchange for sexual favors.

#### D. Other Harassment

GAHS is committed to maintaining a work and educational environment free from prejudice, intimidation, and harassment or creates a hostile work environment. Employees are prohibited from engaging in any conduct that unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment. A supervisor's reasonable efforts to enforce job duties, work performance standards, and/or conduct standards are not considered harassment.

#### E. Compliance Officer

The CEO will serve as the compliance officer in any complaint involving allegations of discrimination, sexual harassment, and/or other harassment, but if a complaint is filed, the CEO may designate another employee to serve as the compliance officer. If the CEO is the one alleged to have discriminated, sexually harassed, or harassed, the complaint shall be submitted to the President of the Governing Board.

#### F. Complaint and Investigation Procedure

1. A complaint alleging discrimination, sexual harassment, or other harassment may be filed by any person who believes he or she has been the victim of such discrimination or harassment and the alleged harasser is an agent, employee, GAHS student, or parent of a GAHS student. Complaints must be filed with the compliance officer. All complaints must be submitted in writing and signed by the person who believes he or she has been the victim of prohibited discrimination or harassment. The complaint must include, at a minimum: (a) the name and contact information of the complainant; (b) the name of the person, department, program, or activity against whom the complaint is directed; (c) specific dates and descriptions of the conduct, event(s), program(s), or activity(ies) alleged to be discriminatory or harassing; (d) a statement explaining why the complainant believes the conduct, events, and/or actions were discriminatory or harassing; and (e) the signature of the complainant.
2. The compliance officer will investigate each complaint on a case-by-case basis. The length of time required to complete investigation may vary, but in any event, the compliance officer shall make all reasonable efforts to complete the investigation within twenty working days from the date the complaint is filed. The CEO may use an outside investigator to conduct the investigation if the Governing Board concurs and approves a contract for the outside investigator's services.

3. The compliance officer will maintain confidentiality to the extent reasonably possible under the circumstances. Accusers and complainants cannot remain anonymous and do not have any right or expectation that their identity and claims can or will be withheld from the alleged harasser.
4. If, after the initial investigation, the compliance officer has reason to believe that a violation of this policy has occurred, the compliance officer shall follow one of the three following options: (a) to hold an administrative hearing at which the complainant and the person alleged to have violated this policy may present evidence in support of and against the violation; (b) submit a written report to the Governing Board for a decision or hearing, at the option of the Board; or (c) initiate disciplinary action under Section 6 of GAHS's Personnel Policies against any employee who violated this policy. If disciplinary action is imposed against any employee, the employee shall have the appeal rights set forth under Section 6.06, whichever is applicable.
5. If the compliance officer's investigation does not reveal reasonable cause to believe that discrimination, sexual harassment, or other harassment has occurred, the compliance officer shall inform the complainant in writing.

### **5.28 Child Abuse Detection, Reporting, Prevention**

It is the policy of GAHS 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 GAHS staff in contact with students to be aware of the criteria for identifying a student's mood, conduct, physical condition and educational performance as they may suggest the presence of abusive influences and experiences and to report the same to the appropriate authority. Classroom teachers, school counselors, and all staff whose duties require regular contact with students shall receive training in the recognition of the symptoms of abuse, recommended methodologies of interacting and counseling with students who are suspected to be the victim of abuse and the record keeping and reporting procedures promulgated in support of this policy. This policy is enacted pursuant to the Indian Child Protection and Family Violence Prevention Act, Pub. L. 101-630, 1990. GAHS complies with P.L 101-630 by following the protocols established for reporting Suspected Child Abuse/Neglect (SCAN) as described in the manual titled "Requirements and Protocol for Reporting Suspected Child Abuse/Neglect (SCAN)"

### **5.29 COBRA: Continuation of Group Health Insurance Coverage**

The right to COBRA continuation coverage was created by a federal law, the *Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)*.

When an employee loses health coverage with the School, he/she is most likely entitled to apply for COBRA. COBRA is a temporary continuation of whatever medical coverage in which the employee was enrolled while a part of the School's group plan. The employee pays the same premium per month that the School's group plan would.

Certain positions are not entitled to medical coverage to begin with, so employees in those positions are not entitled to COBRA. An employee can elect to switch to a cheaper plan but will be unable to switch back to the original plan until the open enrollment period. COBRA covers all eligible dependents that were on the employees' coverage prior to going on COBRA. If the employee fills out information for just him/herself, the application will be processed for single coverage.

An employee's medical coverage ends the last day of the month in which he/she retires, resigns, or loses coverage. COBRA will begin the first of the next month, so that there is no lapse in coverage (i.e. if an employee retires January 1<sup>st</sup> -31<sup>st</sup> , medical coverage would end January 31<sup>st</sup> and COBRA would begin February 1<sup>st</sup>). An employee has 60 days from the day that the medical coverage ends to return the COBRA application to be eligible to still enroll. An employee can cancel his/her COBRA coverage at any time.

## A. WHAT IS A QUALIFYING EVENT?

1. If you are an employee, you will become a qualified beneficiary if you lose your coverage under the GAHS Plan because either one of the following **qualifying events** happens:
  - a. Your hours of employment are reduced, or
  - b. Your employment ends for any reason other than your gross misconduct.
2. If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following **qualifying events** happens:
  - a. Your spouse dies;
  - b. Your spouse's hours of employment are reduced;
  - c. Your spouse's employment ends for any reason other than his/her gross misconduct;
  - d. Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
  - e. You become divorced or legally separated from your spouse.
3. Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following **qualifying events** happens:
  - a. The parent-employee dies;
  - b. The parent-employee's hours of employment are reduced;
  - c. The parent-employee's employment ends for any reason other than his/her gross misconduct;
  - d. The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
  - e. The parents become divorced or legally separated; or
  - f. The child stops being eligible for coverage under the plan as a "dependent child."

If a proceeding in bankruptcy is filed with respect to GAHS, and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee will become a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

## B. HOW IS COBRA COVERAGE PROVIDED?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. *When the qualifying event is the death of the employee; the employee becoming entitled to Medicare benefits (under Part A, Part B, or both); your divorce or legal separation; or a dependent child losing eligibility as a dependent child;* COBRA continuation coverage lasts for up to a total of 36 months.

Retirees with 30 years or more of service will also be entitled to continue medical health insurance under COBRA until age 65, after coverage is terminated by the School. *When the qualifying event is the end of employment or reduction of the employee's hours of employment and the employee became entitled to Medicare benefits fewer than 18 months before the qualifying event,* COBRA continuation coverage for qualified beneficiaries **other than** the employee lasts until 36 months after the date of Medicare

entitlement.

For example, if a covered employee becomes entitled to Medicare eight months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). *Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment*, COBRA coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18 month period of COBRA continuation coverage can be extended:

1. Disability extension of 18-month period of continuation coverage: If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage.

2. Second qualifying event extension of 18-month period of continuation coverage:

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan Administrator. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Summary: Length of time of COBRA coverage for employees

If an employee has a dependent over the age of 19 who is not a full time student, the child is eligible for COBRA for 36 months.

#### C. IF YOU HAVE QUESTIONS

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the Human Resources Office. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

#### D. KEEP YOUR PLAN INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep GAHS informed of any changes in the addresses of family members. You should also keep a copy of any notices you send.

#### E. NOTIFICATION

It is not necessary to contact Human Resources at the time of your separation from employment. The School will mail notification of the COBRA election to the employee's home address prior to the termination of benefits. If this notice is not received within a timely manner, please feel free to call the

Human Resources Office at 928-283-6271 ext: 203 for more information.

| Age of employee      | Length of service  | Length of time of COBRA coverage                                |
|----------------------|--------------------|---|
| 65 years and older   | --                 | 18 months or when Medicare takes effect, whichever occurs first |
| 62 years and older   | At least 1 year    | Until the age of 65   |
| Any age              | 30 years and over  | Until the age of 65   |
| Approved Disability  | --                 | Until the age of 65   |
| 61 years and younger | Less than 30 years | 18 months   |

### 5.30 Retirement

- A. Joining the Plan. You join the plan as an active participant on the day on which you become an eligible employee. This date is your entry date. You are an eligible employee if you are customarily employed by us for at least 30 hours per week and you are not any of the following:
  - 1. Employed as a temporary, provisional, or emergency employee
  - 2. Participating in the Civil Service Retirement Plan
- B. Contribution: the School contributions will be equal to **5%** of your pay each payroll period as stated in the acknowledgement form.
- C. Plan Sponsor: Greyhills Academy High School
- D. Plan Name and Administrator: Greyhills Academy High School Retirement Plan
- E. Company: Principal
- F. Type of Plan: 414H Defined Benefit Plan
- G. Plan Year: July 1 through June 30

You can go to the following website to create your own user log-in to track your retirement plan:

<http://www.principal.com>

**Please contact Human Resources for more information on your Retirement Plan and Benefits.**

### 5.31 Workers' Compensation

The policy of the School is to provide employees injured in the scope of their employment workers' compensation benefits in accordance with the Arizona Workers' Compensation Act.

- A. Policy Explanation
  - 1. Nature of Incidents to be Reported—Incidents to be reported include those which affect the health, safety and welfare of the School employees related to workplace injuries or illnesses.
  - 2. Examples of Incidents to be reported:
    - a. A work-related injury or illness is any injury or illness arising out of and during

the course of employment.

- b. Incidents described above that happen to School Personnel working at events not on School property but sanctioned by the School must also be reported.
- c. Injuries listed in (a) above which occur in connection with school sponsored events that take place outside the normal school day must be reported.
- d. Accidents that involve School vehicles must be reported.
- e. Assaults to school personnel must be reported. The report should indicate if the victim will press charges.

**B. Post-Injury Procedure**

- 1. Every staff member is to report any work-related injury or illness to the CEO and his/her supervisor immediately or as soon as is practical.
- 2. Assess the situation. How severe is the injury?
  - a. First-Aid only:
    - 1) Submit Employer's Report of Injury to Human Resources and WC provider.
    - 2) Employer's Report may be necessary in the event the employee needs treatment at a later date.
    - 3) Does not require wage information.
  - b. Minor/Moderate Injury Requiring Treatment:
    - 1) Send the injured worker to TCRHCC or IHS facility if possible.
    - 2) Human Resources will provide the employee with the information sheet and will let them know they are responsible for notifying the medical facility of the work-related injury, and for keeping both WC Provider and their Human Resources department updated on their condition.
    - 3) Remind the employee that light duty work may be available, and that they cannot be paid for time missed from work without a note from the treating doctor.
    - 4) Submit Employer's Report of Injury form to Human Resources and WC Provider.
      - 1. Employer's Report
      - 2. If Employee is likely to miss time from work, fill out the wage portion at the bottom of the form.
    - 5) Going forward, continue to fax copies of work slips and/or medical updates.
  - c. Severe- Requiring immediate and significant treatment:
    - 1) Secure immediate medical treatment for the employee.
    - 2) Contact the WC Provider by phone and/or email immediately.

- 3) If we are not able to notify TCRHCC or IHS within 72 hours, the WC Provider may not save you the cost of these services which can be significant.
- 4) Submit Employer’s Report including wage information to Human Resources and WC Provider.
- 5) As with other claims, continue to fax work slips or medical updates to WC Provider.

3. How is Compensation Paid?

- a. The day of injury is not payable. Compensation begins the first full day the employee is placed off work by their physician.
- b. If there are fewer than 7 days missed from work, compensation will not be paid – this is considered a “no time lost” claim.
- c. If there are fewer than 14 days missed from work, the first 7 days will not be paid. Compensation will begin on the 8<sup>th</sup> day off work and continue through the day prior to returning to work.
- d. If more than 14 days are missed from work, compensation will be paid beginning the first day of the work restrictions (not including the day of the injury).

C. FRAUD PROVISIONS—WORKERS’ COMPENSATION ACT

If it is determined that an employee knowingly and intentionally commits fraud in the filing/pursuit of a workers’ compensation claim, as defined under Section 1102 (1) through (12), he/she shall be subject to:

CRIMINAL PENALTIES: Section 1105 (a)—Felony of the 3<sup>rd</sup> degree, and upon conviction a sentence of a maximum fine of \$50,000, imprisonment of up to seven (7)years or both and; CIVIL PENALTIES: Section 1111 (a)—a fine of not more than \$5,000 for the first violation, \$10,000 for the second and \$15,000 for each subsequent violation and; RESTITUTION: under Section 1106.

The School has the right to investigate the circumstances of an alleged injury and will pursue false or fabricated claims with all available means at its disposal.

Any information or names of witnesses that would be useful in challenging a claim or uncovering a fraudulent claim should be sent to the **confidential** attention of the Workers’ Compensation Manager at the Office of Risk Management at the above address.

D. EMPLOYER’S/EMPLOYEE’S RIGHTS/OBLIGATIONS

GREYHILLS ACADEMY HIGH SCHOOL EMPLOYER'S/EMPLOYEE'S RIGHTS/OBLIGATIONS UNDER SECTION 306 (f.1)(1)(I) OF THE ARIZONA WORKERS' COMPENSATION ACT

If you believe that you have been injured while in the course and scope of your employment, you must be aware of the following:

1. Under this Section of the Act, the employer shall provide payment for all reasonable

surgical and medical services, rendered by physicians or other health care providers including an additional opinion when invasive surgery may be necessary, attributable to the work-related injury.

2. If the employer has established a list of at least six (6) designated health care providers, four of whom may be a coordinated care organization and no fewer than three of whom shall be physicians, the employee shall be required to visit one of the physicians or health care providers so designated and shall continue to visit the same or another designated physician or health care provider for a period of **ninety (90) days** from the date of the first visit.
3. Should invasive surgery for an employee be prescribed by a physician or other health care provider so designated by the employer, the employee shall be permitted to receive an additional opinion from any health care provider of the employee's own choice.
  - a. NOTE: If the additional opinion differs from the opinion provided by the physician or health care provider so designated by the employer, the employee shall determine which course of treatment to follow provided that the second opinion provides a specific and detailed course of treatment.
  - b. If the employee chooses to follow the procedures designated in the second opinion, the procedures shall be performed by one of the physicians or other healthcare providers designated by the employer for a period of **ninety (90) days** from the date of the visit to the physician or other health care provider of the employee's own choice.
  - c. Should the employee not comply with the above instructions, the employer will be relieved from liability for the payment for the services rendered during the applicable period set forth above.
  - d. Following the completion of the **ninety (90) day period** set forth above, subsequent treatment may be provided by any health care provider of the employee's own choice, provided that any employee who, following termination of the **ninety (90) day period** set forth above, is provided treatment from a non-designated health care provider, must notify the employer within five (5) days of the first visit to the health care provider that he/she has selected.

### 5.32 Traditional Healing Ceremonies

An employee must request and obtain prior approval for leave for a traditional healing ceremony. The employee must submit the Traditional Healing Ceremony Claim form and a written statement from the medicine man performing the ceremony if the employee's absence due to traditional healing ceremonies warrants verification or if the ceremony is three or more consecutive work days. Please refer to the Traditional Healing Ceremony Allowable Claim Sheet included with your health benefit packet.



## **SECTION 6.0 DISCIPLINARY AND GRIEVANCE PROCEDURES**

### **6.01 Disciplinary Action**

The purpose of employee discipline shall be aimed at correcting inappropriate behavior and guiding employees towards proper conduct. Following these principals, the supervisor shall evaluate each situation on its merits, and consider the employee's perspective prior to issuing discipline. In general discipline shall be progressive, but more serious conduct will warrant a more serious response and a first offense may warrant termination depending on the circumstance.

The specific type and degree of disciplinary action to be taken in a particular situation shall be determined by the facts and circumstances of each situation. Previously documented disciplinary action(s), the degree of the conduct involved and other mitigating and exacerbating factors shall be considered in determining which penalty to impose.

### **6.02 Non-Disciplinary Action**

Not all actions regarding an employee are considered "discipline", even though they may involve alleged or possible violations of policies or rules by the employee. This policy addresses only discipline and has no application to any of the following none of which is eligible to be the subject of a grievance and/or appeal:

- A. The employee's evaluation procedure or the resulting evaluations as they pertain to the adequacy of the employee's performance.
- B. Letters or memoranda directed to an employee containing directives or instructions for future conduct.
- C. Counseling of an employee concerning expectations of future conduct.
- D. Non-renewal of a contract of an employee employed by the School.
- E. Reassignment with Pay. The CEO or senior administrator may reassign an employee to another position on campus or to said employee's home or such other appropriate place to allow an investigation of allegations relating to said employee. Such reassignment with pay is not a disciplinary measure and will not be recorded in an employee's permanent record.
- F. Counseling memos may be used to inform employees of the above-described matters. Counseling memos are not discipline or disciplinary action. Counseling memos are to be considered a positive, pro-active, cooperative approach to potential problems. They also serve to provide notice to employees of potential problem areas prior to them becoming discipline issues.

### **6.03 Types of Disciplinary Action**

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

- A. Warning/Reprimand (verbal/written)
- B. Suspension
- C. Termination

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

## **6.04 Guidelines and Procedures for Disciplinary Actions**

- A. **Warning/Reprimand (Verbal/Written):** When a warning/reprimand (Verbal/Written) is issued, it should be done in private and a copy of the letter covering the details of the warning/reprimand sent to the Personnel Office. Where appropriate, a reasonable period of time for improvement or corrections will be allowed before taking further action. A witness shall be present only when necessary.
  
- B. **Suspension without Pay:** 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.
  
- C. **Discharge:** Involuntary Termination is covered in Section 6 of this Manual.

### **6.04.01 Initiation of Disciplinary Action.**

Disciplinary action may be initiated only by an employee's supervisor, immediate Supervisor or by the CEO or senior administrator. The employee shall be notified in writing of the disciplinary action and the basis therefore. The employee's Department Supervisor shall commence disciplinary action against the employee within a reasonable time following the offense. Investigations of offenses shall be pursued with diligence, and an employee shall be notified that an investigation is occurring, unless such notice will interfere with the investigation.

- A. **Authority to Carry out Disciplinary Action.** Disciplinary action in the form of a written reprimand may be carried out by the appropriate department head. Disciplinary action in the form of suspension with or without pay, or discharge requires the approval of the CEO or senior administrator.
  
- B. The person who initiates discipline shall sign the notification, and copies shall be supplied to the appropriate department head, the CEO or senior administrator, and the Human Resources Manager or designee for placement in the employee's personnel file.
  
- C. **Notification Disciplinary Action.** Each form of disciplinary action shall include written notification to the employee which includes:
  - 1. A description of the specific acts or admissions upon which the disciplinary action is based;
  - 2. An identification and/or description of the policies, laws, regulations, guidelines or other requirements which were violated by the employee's acts or omissions;
  - 3. 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;
  - 4. The disciplinary action to be taken including dates and duration where applicable;
  - 5. The improvement or correction expected, if applicable; the consequences of the employee's failure to make required improvements or correction or if such conduct or actions continue; and
  - 6. The appropriate appeal procedure.

## 6.05 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 immediate supervisor. The grievance procedure does not apply to disciplinary appeal.
- 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 or harassment.
- 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. The School 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 three (3) working days of the occurrence with a copy to the Human Resources Manager or designee.
  - 2. All supervisors shall meet the grievant whom they supervise as soon as possible after a grievance is filed. Note the supervisor must respond to the grievance in writing and within three (3) working days of filing 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, and witnesses. 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 three (3) working days of the alleged action 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 after three (3) working days the grievance is not satisfactorily resolved in writing, the employee shall progress to Step 2.

2. The employee may within three (3) working days submit the grievance in writing to their next level supervisor. If after three (3) working days the grievance is not satisfactorily resolved in writing, the employee shall progress to Step 3.
3. If the grievance is not satisfactorily resolved in Step 2, the employee may submit the grievance in writing to the CEO or senior administrator. The CEO or senior administrator shall have five (5) working days to respond to the grievant. The decision of the CEO or senior administrator shall be final.

G. Grievance against CEO or Senior Administrator

1. If the grievance is against the CEO or senior administrator, the grievant shall first attempt to resolve the issue directly with the CEO or senior administrator. If this is unsuccessful, the grievance may be filed with the Human Resources Manager or designee for presentation to the Governing Board. The written grievance shall follow the standards outlined above in section F.1.
2. The Human Resources Manager or designee shall, within ten (10) days after written notice from the employee, request the Governing Board to add the grievance to the next regular Governing Board meeting to render a decision that either supports or dismisses the complaint.
3. All decisions of the Governing Board shall be final. The Governing Board, at its discretion, may determine the grievance based on the record before it, hold a hearing within fifteen (15) working days of the Governing Board meeting, and a Governing Board decision must be rendered within thirty (30) days of the Governing Board meeting at which a hearing was scheduled. If the Governing 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 Governing 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 Governing Board or hearing officer.”
4. The decision of the Governing Board is final.

## 6.06 Appeals Procedure

- A. Purpose: The purpose of the appeals procedure is to provide those eligible employees with a uniform and equitable method of resolving actions taken while employed by the School. This procedure is intended to ensure that any eligible employee will be treated fairly and within the policies and procedures of this Manual and any other applicable federal laws.
- B. Application: This procedure shall be used for actions regarding reprimands/warnings, suspension, demotion.
- C. Eligibility: All regular, full-time and part-time employees are eligible.
- D. Procedure:
  1. Appeals must be filed with the Human Resources Manager or designee as set forth below. The appeal must state with specificity the action being appealed and include specific grounds for the appeal including, but not limited to, all relevant facts, circumstances, dates, times, places, statements and witnesses.
  2. Any employee desiring to file an appeal must do so within five (5) working days after being notified that they have been warned/reprimanded, suspended or demoted. Appeals not filed within the designated time frames shall not be considered.
  3. The Human Resources Manager or designee may within five (5) working days of

receiving the appeal elect to resolve the appeal in writing or refer it to the CEO or senior administrator with recommendations.

4. If the Human Resources Manager or designee issues a written decision on the appeal, the employee may, within five (5) working days of the date of the written decision, appeal the decision to the CEO or senior administrator.
5. If the employee appeals the Human Resources Manager's decision or the Human Resources Manager or designee refers the appeal to the CEO or senior administrator, the CEO or senior administrator shall hold a hearing within ten (10) working days after the appeal or referral and render a decision that either supports or dismisses the appeal within ten (10) days of the hearing. Written notice of the time and place of the hearing shall be mailed to the employee five (5) days before the hearing. The CEO or Senior Administrator may allow the appellant or other parties the opportunity to address the appeal. The parties may be represented by counsel and/or cross exam witnesses. If the subject of an appeal is a warning/reprimand not initially imposed by the senior administrator the senior administrator's decision is final. There is no further appeal. If the subject of the appeal is other than a reprimand/warning or if the senior administrator initiates the reprimand/warning, then appellant may proceed to the next appeal level.
6. If the appeal is still not satisfactorily resolved by the CEO or senior administrator in writing, the employee(s) may request the Governing Board to add the complaint to the next regular Governing Board meeting. This request must be made within ten (10) working days and through the Human Resources Manager or designee. The Governing Board shall schedule a hearing before the Governing Board or a hearing officer and shall determine who will hear the appeal. The Governing Board decision, made at an open public meeting, shall be provided to the appellant and Human Resources Manager in writing within ten (10) business days of the regular Governing Board meeting at which the appeal was submitted. The Governing Board shall provide written notice of the hearing, including the time and place of the hearing, to the appellant within ten (10) business days of the regular Governing Board meeting at which the appeal was submitted. Any such hearing shall be scheduled within fifteen (15) business days of the regular Governing Board meeting at which the appeal was submitted. At any such hearing the parties may be represented by legal counsel, submit evidence in the form of exhibits or testimony and cross examine witnesses. The procedure shall be informal and as determined by the Governing Board or hearing officer.
7. All decisions by the Governing Board shall be final. These penalties are merely guidelines that may be followed in the event of an infraction. Notwithstanding these guidelines, the actual discipline imposed for any infraction shall be determined on a case by case basis considering, but not limited to the following factors: severity of the offense; damage or injury arising from the infraction; manner or spirit in which the offense was committed and other specific facts or circumstances relative to the infraction.

## **SECTION 7.0 SEPARATION FROM SERVICE**

### **7.01 Voluntary Termination (Resignation)**

- A. Employees are requested to give at least two weeks written notice of their intent to resign.
- B. An employee may withdraw their resignation after it has been submitted but prior to acceptance by the Governing Board.
- C. The Governing Board has the sole discretion to grant or reject requests for resignations for certified employees.
- D. Any certified employee who agrees to work at GAHS who subsequently fails to perform under that agreement and whose resignation has not been accepted by the Governing Board shall be deemed to be in breach of contract. Such a breach of contract is considered unprofessional conduct. In such case, and in the absence of extraordinary circumstances, GAHS shall file a complaint with the Arizona Department of Education for those employees who are certified thereby.
- E. 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 their Supervisor. The Supervisor shall provide a copy of the letter of resignation to the Human Resources Manager.
  2. The immediate supervisor shall account for all school property issued to the employee before the effective date of the resignation.
  3. The Human Resources Manager shall conduct an exit interview with the resigning employee before the effective date of resignation.
  4. If the employee has outstanding debts or owes property to GAHS, the Business Manager will take all necessary steps to initiate repayment and to receive school property from the employee, before the final paycheck is released.
  5. The CEO or Senior administrator shall place the resignation on the agenda for Governing Board review at the next scheduled Governing Board meeting.
  6. The employee shall be notified of when his/her resignation letter will be considered by the Governing Board.
  7. If the Governing Board accepts the resignation, the Governing Board establishes the effective date of the resignation.

### **7.02 Dismissal, Demotion and Suspension Without Pay for All Employees**

1. Pre-disciplinary Procedures. Before an employee may be dismissed, demoted or suspended without pay for a determined amount of working hours, the Senior administrator, shall give the employee written notice of the charges; a summary of the basis for the charges, and an opportunity for the employee to present a response.
2. Disciplinary Procedures. The CEO or Senior administrator may demote or suspend without pay for a determined amount of time for cause but not before serving the employee personally or by registered or certified mail, return receipt requested (addressee only), with written notice of the specific reasons for the disciplinary action in sufficient detail to inform the employee of the facts. The CEO or Senior administrator shall include a statement of the employee's right to appeal.
3. The action is not effective until one of the following occurs:
  - a. The employee signs for receipt of the disciplinary letter, or
  - b. An attempt is made to personally serve the disciplinary letter, but the employee refuses to sign for receipt of the letter. Such attempt to personally serve the letter shall be witnessed; or
  - c. Three (3) working days have passed since the letter was mailed to the employee.

- d. The CEO or Senior administrator may suspend an employee without pay for up to eighty (80) working hours. Exempt employees shall not be suspended for less than one (1) week except for safety violations.
4. Relief From Duty. Nothing in this rule shall preclude the CEO or Senior administrator from immediately placing an employee on administrative leave pending implementation of procedures under this rule, but no pay shall be withheld for such period.
5. Non-Renewal. Failure to renew the contract of an employee who was under contract for a specific period of time shall not be considered a dismissal or a disciplinary action; and it is not an adverse action.

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

- A. All employees can be terminated for cause. Examples of infractions which may result in disciplinary action, including involuntary dismissal, are included herein. However, it is not possible to list all the forms of behavior which are considered unacceptable in the work place and the Governing 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. The CEO or Senior administrator is empowered by the Governing Board to do all things necessary and proper to carry out disciplinary action that are necessary to operate the school. The CEO or Senior administrator may choose to take a lesser disciplinary action such as a warning or suspension for a first offense.
- B. Involuntary Dismissal Procedures (other than Layoff/Reduction-in-Force)
  1. Dismissal of an employee may be recommended to the CEO or Senior administrator by the supervisor. The CEO or Senior administrator in consultation with the supervisor, and/or Human Resources Manager or designee will draft a notice of intent to terminate letter setting forth the reasons for the recommendation for termination and citing the specific policy violations violated by the employee. A copy of this notice of intent to terminate letter will be hand delivered or mailed by certified mail to the employee.
  2. An employee may be put on administrative leave pending an investigation of the incident or violation.
  3. The notice of intent to terminate letter will be provided to the Governing Board at a Governing Board meeting with a recommendation to the Governing Board as to whether reasonable cause exists to terminate the employee.
  4. If the Governing Board after reviewing the notice of intent to terminate letter and after receiving the recommendation from the CEO or Senior administrator, believes that adequate cause exists to terminate the employee, the employee will be sent a letter by personal delivery or through certified mail from the Governing Board terminating the employee and setting forth the reasons for the termination and citing policies violated by the employee. The termination will become effective immediately after the letter is sent unless the employee appeals the termination decision to the Governing Board within the five (5) days.
  5. If the employee appeals the termination to the Governing Board, the employee will continue as an employee of GAHS pending the outcome of the termination appeal.
  6. Once the Governing Board receives the termination appeal, the Governing Board will hold a meeting to hear the employee's appeal. The Governing Board, at its discretion, may designate a hearing officer to hear the appeal.
  7. The hearing on the dismissal appeal may, at the option of the employee, be done in executive session. If the employee does not opt to have the hearing in executive session, the hearing will be at an open public meeting.
  8. At this hearing the CEO or Senior administrator or designee shall present the termination against the employee and will present to the Governing Board witnesses and other exhibits pertaining to the termination letter. The CEO or Senior administrator or designee may be represented by counsel.
  9. The employee shall thereafter present his/her witnesses and documentation with regard to

- the termination letter. The employee may be represented by counsel.
10. All testimony shall be taken under oath, the proceeding shall be tape recorded, and both sides shall have a right to cross-exam the other side's witnesses. Formal Rules of Evidence shall not apply and the Governing Board will allow in any evidence that is relevant and non-repetitive.
  11. Either side may be represented by counsel at the party's own expense.
  12. After both sides have presented their case, both sides will be allowed a brief closing argument.
  13. After both sides have presented closing argument, or if a hearing officer has been retained to hear the matter, after the Governing Board considers the hearing officer's findings, conclusions and recommendations, the Governing Board shall deliberate and decide to: 1) uphold the termination; 2) reject the termination; 3) impose a lesser disciplinary action.
  14. The decision of the Governing Board shall be final and effective immediately.
  15. Pending action by the Governing Board, an employee may be placed upon administrative leave with pay and with full benefits if, in the opinion of the CEO or Senior administrator Services Director and/or Senior administrator, it is appropriate and in the best interest of GAHS.

#### **7.04 Involuntary Termination (Layoff/Reduction-in-Force)**

This provision relates to any involuntary employment termination for non-disciplinary reasons initiated by the organization during a contract year (not applicable to reorganization for a different or ensuing contract year period) due to economic need, insufficient federal funding, changing program needs, a reduction in student count, reductions in work load or other factors which, in the sole discretion of the Governing Board, render such action prudent and in the best interest of GAHS. The CEO or Senior administrator shall notify the Governing Board when funding or workload circumstances require a layoff, also known as a Reduction-In- Force (RIF), and shall submit a Reduction-In-Force plan to the Governing Board. The Governing Board may modify the plan in the best interest of the school. No plan is official until approved by the Governing Board.

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

The CEO or Senior administrator and the Governing Board shall also consider the following factors in making layoff/RIF decisions, whether during the academic 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
  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) working day 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 Governing 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 GAHS and the students it serves. Any other considerations, including those set forth below, shall be secondary to this primary principle.
2. The Governing Board may create a revised organizational chart for GAHS that reflects the positions that will exist after the reduction-in-force, including the number of positions that will be retained. If the Governing Board decides to reorganize and revise the organizational chart so that new or consolidated positions are created with skill requirements that are different from GAHS's existing positions, position descriptions and qualifications for each of these new or consolidated positions will be established.
3. The Human Resources Manager or designee with the CEO or Senior administrator shall establish lists grouping the positions that shall be retained within each job class (hereinafter "Job Class").
4. Each Job Class will be made up of those positions with the same or similar required qualifications.
5. If the School does not reorganize and/or revise its organizational chart, the Job Classes will be identified from the existing organizational chart and position descriptions.
6. If there is only one position in the Job Class that has certain required qualifications, that one position will be its own Job Class.
7. Within each Job Class, the Human Resources Manager or designee in consultation with CEO or Senior administrator 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).
8. The lists to be established are as follows:
  - a. The first list will include current employees in that Job Class who are neither Navajo nor a spouse of a Navajo.
  - b. The second list will include current employees in that Job Class who are Navajo or a spouse of a Navajo.
9. Within each of the above lists, groups will be developed, and the employees should be ranked with probationary and temporary employees grouped first and with permanent employees grouped last.
  - a. Within each group, employees who are least effective, as reflected by their performance evaluation(s) and disciplinary record(s), are ranked first and employees who have been most effective, as reflected by their performance evaluation(s) and disciplinary record(s), are ranked last.
  - b. If a tie exists within a group as to the effectiveness of two or more employees, the tied employees shall be ranked by seniority with the employee with the least amount of seniority ranked first and those with the highest seniority ranked last.
10. For each Job Class, the CEO or Senior administrator in consultation with the Human Resources Manager or designee will determine how many positions in that Job Class are going to be eliminated based upon a comparison of the existing organizational chart and the revised organizational chart for the next year.
11. Once the number of employees to be laid-off in each Job Class is determined, individual employees to be laid-off are identified as follows:
  - a. By going to the first list for that Job Class and beginning from the top and going down to the bottom;
  - b. Then going to the second list beginning from the top and going down to the bottom; and

- c. Finally, to the third list beginning from the top and going down to the bottom, until the requisite number of employees to be laid-off have been identified.
12. 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).
13. Any Navajo or qualifying Navajo spouse who is laid-off through the above process has the right to displace a non-Navajo or Navajo spouse in any other position for which the Navajo or Navajo spouse demonstrates the necessary qualifications absent a waiver.
14. 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.
15. Actions regarding reduction-in-force are not subject to the grievance procedures.
16. 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.

#### **7.05 Involuntary Termination due to Disability**

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

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

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

#### **7.06 Retirement**

Employees are asked to notify his/her immediate Supervisor at least one month before his/her planned retirement date. During that time, employee will be given the appropriate paperwork for retirement purposes.

#### **7.07 Reinstatement**

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

**Personnel Policy and Procedures Manual  
Acknowledgment Form – EMPLOYEE COPY**

This will acknowledge my receipt of Greyhills Academy High School’s Personnel Policy and Procedures Manual and my responsibility to become familiar with its contents. I further understand and agree to the following:

- A. This handbook represents some of the more important School policies relative to employment, but not intended to be all-inclusive of School policies or practices.
- B. Greyhills Academy High School retains the sole right in its business judgment to modify, suspend, interpret, or cancel, in whole or in part, at any time, and with or without notice, any of the published or unpublished personnel policies or practices.
- C. Greyhills Academy High School does not recognize verbal or implied contracts for employment. Only the School Board President has the authority to enter into any agreement of employment for specified durations. Such employment agreements will only be valid and binding on Greyhills Academy High School when the agreement is set forth in a written document signed by the employee and School Board President.
- D. The contents of this manual do not constitute an expressed or implied contract of employment.
- E. I understand that Greyhills Academy High School *maintains the At-Will status* for all employees in accordance to state law.
- F. *I understand the Nondiscrimination and Harassment Policies* and will abide by them.

\_\_\_\_\_  
Employee's Name (Print or type)

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor’s Name (Print or type)

\_\_\_\_\_  
Supervisor’s Signature

\_\_\_\_\_  
Date